



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG-BENUTTING

No. R. 46

11 Januarie 1980

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, NATAL.—
HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1982 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) (a), 2, 7 (6) (j), 20, 21, 22 en 25, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1982 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 7 (6) (j), 20, 21, 22 en 25, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1982 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie

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GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER UTILISATION

No. R. 46

11 January 1980

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, NATAL.—
MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, 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 31 December 1982, 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) (a), 2, 7 (6) (j), 20, 21, 22 and 25, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1982 upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1982, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 7 (6) (j), 20, 21, 22 and 25, shall *mutatis mutandis* be binding upon all

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en wat in diens is 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 sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL)

OOREENKOMS

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

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

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

1. TOEPASSINGSBESTEK

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

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik daarby betrokke of daarin werksaam is;

(b) in die landdrosdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Inanda, Pinetown, Pietermaritzburg en Lower Tugela.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting kragtens artikel 48 van die Wet vasstel en bly van krag tot 31 Desember 1982 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet. Alle vermeldings van 'n wet omvat alle wysigings van sodanige wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook die vroulike; voorts, tensy onbestaanbaar met die sinsverband beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"assistent-hoofsnier" 'n persoon wat die hoofsnier help met ontwerpe, style, modes, patroonmakery, patroongradering en die beplanning van snywerk;

"assistent-magasyman" 'n werknemer, uitgesonderd 'n arbeider, wat onder die toesig van 'n magasyman help om goedere uit te reik of in ontvangs te neem;

"outomatiese hidrouliese hoedpersbediener" 'n werknemer wat 'n outomatiese hidrouliese hoedpers gebruik wat uitsluitlik vir die fatsoenering van hoede gebruik word;

"rygwerker" 'n werknemer wat 'n baadjie of dele van 'n baadjie met die hand in posisie vasryg ter voorbereiding vir ander werksaamhede en/of wat onderrygwerk verrig d.w.s. voerings van baadjies met die hand in posisie vasryg ter voorbereiding vir die randnaatstikwerk;

"handkraalaanwerker en/of handborduurder" 'n werknemer wat krale met die hand of 'n masjien aanwerk en/of motiewe aan kledingstukke met die hand borduur;

"dryfbandversorger" 'n werknemer, uitgesonderd 'n leerlingwerktuigkundige, wat dryfbande van masjiene herstel, laers olie, oliekanne vul en soortgelyke werk verrig en die werktuigkundige van die bedryfsinrigting bystaan;

"Kleremakery-op-maatnywerheid" die maak van boklere vir en volgens die mate van individue, maar nie die maak van snyersboklere vir die uitvoering van bestellings volgens spesiale mate geplaas deur handelaars wie se klante se mate geneem word deur of op die verantwoordelikheid van sulke handelaars en die maak van alle klasse klere, ook die snyerswerk in

persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

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

1. SCOPE OF APPLICATION

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

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged or employed therein;

(b) in the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Inanda, Pinetown, Pietermaritzburg and Lower Tugela.

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower Utilisation, in terms of section 48 of the Act, and shall remain in force until 31 December 1982 or for such period as may be determined by him.

3. DEFINITIONS

(1) Any terms used in this Agreement which are defined in the Act shall have the same meaning as in that Act. Any reference to an act includes any amendments 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;

"assistant head cutter" means a person who assists the head cutter in creating designs, styles, fashions and in making patterns, grading patterns and planning of cutting jobs;

"assistant storeman" means an employee other than a labourer who, under the supervision of a storeman, assists in issuing or receiving goods;

"automatic hydraulic hat presser" means an employee operating an automatic hydraulic hat press used solely for shaping hats;

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

"beader and/or embroiderer by hand" means an employee engaged in sewing on beads by hand or by machine and/or embroidering motifs onto garments by hand;

"belt man" means an employee other than a learner mechanic, engaged in fixing machine belts, oiling bearings, filling oil cans and similar work and assisting the establishment's mechanic;

"Bespoke Tailoring Industry" means the making of outer garments for and to the measurements of individual persons but excludes the making of tailored outer garments for the execution of special measure orders from dealers whose customers measurements are taken by or on the responsibility of such dealers and the making of all classes of garments,

groot hoeveelhede geproduseer volgens bestelling van enige staatsdepartement, provinsiale administrasie, die S.A.S. en H. en die S.A. Lugdiens of plaaslike owerhede;

"spoelopdraaier" 'n werknemer wat gare uitrek en/of spoel met 'n spoelopdraaier vol gare draai;

"ketelbediener" 'n werknemer wat onder die toesig van 'n voorman of fabrieksbestuurder verantwoordelik is vir die instandhouding van die waterstand en die stoomdruk van 'n stoomketel in 'n bedryfsinrigting en wat die vuur in sodanige ketel kan stook, hark, met 'n herdstok bewerk en uitkrap;

"kartondoosmaker" 'n werknemer wat 'n kartondoosvervaardigingsmasjien bedien;

"afknipper" 'n werknemer wat los draadjies gare wat deur vorige werkers aan die kledingstukke gelaat is, afknip of afwerk;

"klerk" 'n werknemer—

(a) wat lone bereken, aanteken en betaal, en ook iemand wat met rekenmasjiene en ander werktuigkundige hulpmiddels werk, maar uitgesonderd iemand wat die loonkoevert met die hand of 'n masjien uitskryf maar met inbegrip van iemand wat aansporingsbonusbetalings volgens die registers van die fabriek bereken;

(b) wat skryf-, tik-, liasseer- of korrespondensiewerk doen;

(c) wat boekhouwerk verrig, met inbegrip van iemand wat met 'n rekenmasjien werk, en ook 'n koste- en statistiekklerk en die bediener van 'n rekenmasjien;

(d) wat werk met die registers wat ingevolge hierdie Ooreenkoms gehou moet word, d.w.s. wat die fabriek se registerkaarte, die werknemers se dienskaarte, tydstate, aansoeke om siektebesoldiging en heffingstate hou;

(e) wat as 'n skeepsklerk werksaam is;

(f) wat as 'n faktuurklerk werksaam is;

(g) wat as 'n magasynman werksaam is;

(h) wat as 'n kassier of telefonis werksaam is;

(i) wat die hoofvoorraadboek hou;

(j) wat verantwoordelik is vir die ontvangs en/of versending van goedere in 'n bedryfsinrigting of in 'n ander perseel wat deel uitmaak van of grens aan of in verband staan met die bedryfsinrigting waarin die werksaamhede van die werkgever verrig word;

"perssnyer" 'n werknemer wat dele van kledingstukke met 'n stempel uitsny deur gebruik te maak van 'n werktuigkundige of hidrouliese pers;

"Klerasienywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigerwys te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om alle klasse tweed- en linnehoede, hoede, dasse, gordels, kruisbande, kousophouers, buustelyfies, korsette en alle klasse bo- en onderklere, met inbegrip van gebreide kledingstukke, hemde, boordjies, slaappakke en ander nag- en onderklere, te maak, en alle werksaamhede wat daarmee in verband staan of daaruit voortvloei en wat deur sodanige werkgewers en engeen van hul werknemers verrig word, maar omvat dit nie kleremakery of hoedemakery vir die kleinhandel of die maak van boklere deur 'n snyer volgens die mate van individuele persone nie, maar omvat dit wel die vervaardiging van boklere deur snyers volgens spesiale mate en bestellings geplaas deur handelaars wie se klantmate die verantwoordelikheid is van of geneem word deur sodanige handelaars, en die maak van alle klasse kledingstukke, met inbegrip van grootmaat-snyersklere volgens die bestelling van 'n staatsdepartement, provinsiale administrasie, die S.A.S. en H. en die S.A. Lugdiens of plaaslike owerhede;

"baadjieomkeerder" 'n werknemer wat baadjiebelegsele omkeer nadat dit met 'n masjien geverk is;

"Raad" die Nywerheidsraad vir die Klerasienywerheid (Natal) wat ingevolge die Wet op Nywerheidsversoening, 1956, geregistreer is en geag word geregistreer te wees ingevolge artikel 19 van die Wet;

"snyer" 'n werknemer wat alle kledingstukke, voerings, versierings of tussenvoerings volgens enige metode sny;

"vervoerbandlaaier" 'n werknemer wat voorbereide dele van kledingstukke op 'n vervoerband laai vir verdere werksaamhede en wat deur een of meer sorteerdere bygestaan kan word;

"vervoerder" of "vervoerband" 'n spesiale masjien wat gebruik word om artikels of hemde en/of kledinstukke van die een werknemer na 'n ander op 'n outomaties bewegende band te vervoer;

"handelaar" 'n persoon wat 'n lisensie kragtens item 1 (G) 1 van Deel 1 van Bylae 1 van die Ordonnansie op Lisensies, No. 11 van 1973 (Natal);

"versendingspakker" 'n werknemer wat onder toesig van 'n voorman, voorvrou of klerk uitsluitlik of hoofsaaklik bestellings opmaak en goedere inpak, met inbegrip van die versëling van "cellophane"-sakke met die hand of met 'n masjien, vir vervoer of aflewering in of in verband met die versendingsafdeling van 'n bedryfsinrigting;

including quantity production tailoring made to the order of any department of State, Provincial Administration, the S.A.R. and H. and the S.A. Airways or local authorities;

"bobbin winder" means an employee engaged in issuing cottons and/or winding bobbins with a bobbin winder;

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

"cardboard box maker" means an employee engaged in operating a cardboard boxmaking machine;

"cleaner" means an employee engaged in cutting or trimming off loose ends of cotton left in the garments by previous operators;

"clerk" means an employee—

(a) employed in the calculation, recording and payment of wages including operators of calculating machines and other mechanical aids, with the exception of the making out of pay envelopes by hand or machine but including calculations of incentive bonus payments from factory records;

(b) employed in the writing, typing or filing of correspondence;

(c) employed in book-keeping, including accounting machine operators, cost and statistical clerks, operators of calculating machines;

(d) employed in dealing with records/required in terms of this Agreement, i.e. maintaining of factory record cards, employees' service cards, time sheets, sick pay applications and levy sheets;

(e) employed as a shipping clerk;

(f) employed as an invoice clerk;

(g) employed as a storeman;

(h) employed as a cashier or telephone operator;

(i) employed in the keeping of main stock records;

(j) who is responsible for receipt and/or despatch of goods, in an establishment or on any other premises which may form part of, or are adjacent to, or are connected with the establishment in which the activity of the employer is carried on;

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

"Clothing Industry" or "Industry", without in any way limiting the ordinary meaning of the expression, means the Industry in which employers and employees are associated for the making of all classes of tweed and linen hats, millinery, ties, belts, braces, suspenders, brassières, corsetry, and all classes of outer and undergarments, including knitted garments, shirts, collars, pyjamas and other night wear and underclothing, and all operations incidental thereto and consequent thereon carried on by such employers and any of their employees, but does not include retail dressmaking, retail millinery or the making of tailored outer garments to the measurement of individual persons, but includes the making of tailored outer garments for the execution of special measure orders from dealers whose customers' measurements are taken by or on the responsibility of such dealers, and the making of all classes of garments, including quantity production tailoring made to the order of any department of state, provincial administration, the S.A.R. and H. and the S.A. Airways, or local authorities;

"coat-turner" means an employee engaged on turning coat facings out after machining;

"Council" means the Industrial Council for the Clothing Industry (Natal), registered in terms of the Industrial Conciliation Act, 1956, and deemed to be registered in terms of section 19 of the Act;

"cutter" means an employee who cuts out all articles of wearing apparel, linings, trimmings or interlinings by any method;

"conveyor feeder" means an employee responsible for feeding prepared parts of garments on to a conveyor for further operations and who may be assisted by one or more sorters;

"conveyor" or "conveyor belt" means a special machine used for the purpose of conveying articles or shirts and/or clothing from one employee to another on an automatic moving belt;

"dealer" means a person holding a licence under item 1 (G) 1 of Part 1 of Schedule 1 of the Licences Ordinance, No. 11 of 1973 (Natal);

"despatch packer" means an employee who, under the supervision of a foreman, forewoman or clerical employee, is wholly or mainly engaged in making up orders and in packing goods for transport, including the sealing of cellophane bags by hand or machine, or delivering in or in connection with the despatch department of an establishment;

"Distrik 1" die landdrosdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Pinetown en Inanda;

"Distrik 2" die landdrosdistrikte Pietermaritzburg en Lower Tugela;

"kleremaker" iemand wat rokke volgens individuele mate vir private persone maak;

"verdiens" die totale besoldiging wat aan 'n werknemer verskuldig is vir die tyd wat hy werklik gewerk het;

"bedryfsinrigting" 'n plek waarin 'n werksaamheid in verband met die Klerasienuwerheid verrig word;

"ondersoeker" 'n werknemer wat afgewerkte kledingstukke ondersoek met die doel om die gehalte daarvan te bepaal;

"ondervinding" die totale tydperk wat 'n werknemer in die Kleremakery-op-maat- en/of Klerasienuwerheid, hetsy in die Republiek van Suid-Afrika of elders, werksaam was in enige ander hoedanigheid as dié van drywer van 'n motorvoertuig of 'n werktuigkundige, en omvat dit die volgende:

(a) In die geval van 'n arbeider of klerk, alle tydperke werksaam was, wat sodanige werknemer as onderskeidelik 'n arbeider of klerk afgesien van die bedryf, nywerheid of onderneming waarin sodanige ondervinding opgedoen is;

(b) in die geval van 'n kleinhandel- of private kleremaker wat in die Klerasienuwerheid werk soek in 'n ander hoedanigheid as dié van 'n klerk, handelsreisiger, werktuigkundige, dryfbandversorger, ketelbediener of drywer van 'n motorvoertuig, die helfte van sy totale ondervinding as 'n kleinhandel- of private kleremaker;

(c) in die geval van 'n parser en/of opvouer wat in die Wasserybedryf was en wat werk soek as 'n perser, stryker en/of opvouer in die Klerasienuwerheid, die helfte van sy totale ondervinding in die Wasserybedryf;

(d) in die geval van alle ander werknemers, opleiding wat voor of na die datum van inwerkingtreding van hierdie Ooreenkoms in enige werk wat soortgelyk is aan dié waarvoor lone in hierdie Ooreenkoms voorgeskryf word, in 'n ambagskool of soortgelyke inrigting ontvang is;

"handafwerker" 'n werknemer wat een of meer van die volgende werksaamhede met die hand verrig: Kussinkies of watte in die skouers van baadjies plaas; moukoppe vaswerk of omkap; moukoppe met watte vul; sybelegsels wat alreeds in posisie vasgery is, vaswerk; knoopsgate met die hand maak; moukopvoering vaswerk terwyl dit met die vingers in posisie gehou word;

"inpasser" 'n werknemer wat die buitekante van kledingstukke en van die uitgesnyde voerings (die sogenaamde opmaaksels) so akkuraat met mekaar pasmaak dat hulle na die masjiën gestuur kan word om reg vasgestik te word;

"opvouer" 'n werknemer wat kledingstukke met 'n masjiën of met die hand opvou, en kledingstukke toeknoop;

"voorman/voervrou" 'n werknemer wat verantwoordelik is vir die korrekte en doeltreffende uitvoering van die werk wat in 'n fabriek of afdeling van 'n fabriek aan sy/haar sorg toevertrou is;

"werknemer graad I, man," 'n manlike werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede diens doen:

- (1) Rygwerker;
- (2) handkraalaanwerker en/of handborduurder;
- (3) perssnyer;
- (4) vervoerbandlaaier;
- (5) ondersoeker;
- (6) handafwerker;
- (7) inpasser;
- (8) opvouer;
- (9) patroonplaatkopieerder;
- (10) masjiënwerker;
- (11) maker van strikke vir rokke;
- (12) bediener van outomatiese kant-, borduur- of monogrammasjiën;
- (13) parser;
- (14) naatmaker;
- (15) steller van outomatiese plooimasjiëne;
- (16) fatsoeneerder;
- (17) halsuitsnyer;
- (18) enige ander manlike werknemer wat nie elders gespesifiseer word nie;

"werknemer graad I, vrou," 'n vroulike werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede diens doen:

- (1) Rygwerker;
- (2) handkraalaanwerker en/of handborduurder;
- (3) perssnyer;
- (4) vervoerbandlaaier;
- (5) ondersoeker;
- (6) handafwerker;

"District 1" means the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Pinetown and Inanda;

"District 2" means the Magisterial Districts of Pietermaritzburg and Lower Tugela;

"dressmaker" means a person engaged in making dresses to the individual measurements for private persons;

"earnings" means the total remuneration due to an employee for the time actually worked;

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

"examiner" means an employee who examines finished garments for quality;

"experience" means the total period of employment an employee has had in the Bespoke Tailoring and/or the Clothing Industry, whether within the Republic of South Africa or elsewhere, in any capacity other than as a driver of a motor vehicle, or a mechanic, and shall include—

(a) in the case of a labourer or clerical employee, all periods of employment which such employee has had as a labourer or clerical employee, respectively, irrespective of the trade, industry of undertaking in which such experience was gained;

(b) in the case of a retail or private dressmaker seeking employment in the Clothing Industry in a capacity other than that of a clerical employee, traveller, mechanic, belt man, boiler attendant or driver of a motor vehicle, half of his total experience as a retail or private dressmaker;

(c) in the case of a presser and/or folder who has been in the Laundry Trade, seeking employment as a presser, ironer and/or folder in the Clothing Industry, half of his total experience in the Laundry Trade;

(d) in the case of all other employees, training in any work similar to that for which wages are prescribed in this Agreement, obtained in a trade school or similar institution, before or subsequent to the date of commencement of this Agreement;

"finisher by hand" 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 sleeve-heads; wadding sleeve-heads; felling silk facings already basted into position; making button-holes by hand, felling sleeve-head linings, holding such in position with the fingers;

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

"folder" means an employee engaged in the folding of garments by machine or by hand and buttoning up of garments;

"foreman/forewoman" means an employee who carries the responsibility for the correct and efficient execution of the work entrusted to his/her care in a factory or a department of a factory;

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

- (1) Baster;
- (2) beader and/or embroiderer by hand;
- (3) clicker;
- (4) conveyor feeder;
- (5) examiner;
- (6) finisher by hand;
- (7) fitter-up;
- (8) folder;
- (9) lay copier;
- (10) machinist;
- (11) maker of bows for dresses;
- (12) operator of automatic lace, embroidery or monogramming machine;
- (13) presser;
- (14) seam welder;
- (15) setter of automatic pleating machines;
- (16) shaper;
- (17) sloper;
- (18) any other male employee not elsewhere specified;

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

- (1) Baster;
- (2) beader and/or embroiderer by hand;
- (3) clicker;
- (4) conveyor feeder;
- (5) examiner;
- (6) finisher by hand;

- (7) inpasser;
- (8) opvouer;
- (9) patroonplaatkopieerder;
- (10) masjienwerker;
- (11) maker van strikke vir rokke;
- (12) bediener van outomatiese kant-, borduur- of monogram-masjien;
- (13) parser;
- (14) naatmaker;
- (15) steller van outomatiese plooiemasjiene;
- (16) fatsoeneerder;
- (17) halsuitsnyer;
- (18) enige ander vroulike werknemer wat nie elders gespesifiseer word nie;

"werknemer graad II, man en vrou," 'n manlike of vroulike werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede diens doen:

- (1) Assistent-magasyman;
- (2) outomatiese hidrouliese hoedpersbediener;
- (3) dryfbandversorger;
- (4) spoelopdraaier;
- (5) ketelbediener;
- (6) kartondoosmaker;
- (7) afknipper;
- (8) baadjieomkeerder;
- (9) gespes met die hand of 'n masjien oortrek en/of afwerk en gordels reg knip nadat voering en gordel met 'n masjien vasgestik is;
- (10) snver van handelsreisiger se monsters;
- (11) versendingsverpakker;
- (12) ogiepons- en inlaatwerk;
- (13) materiaal met papier deur outomatiese plooiemasjien voer;
- (14) hoedspuiters, d.w.s. dié wat hoede spuitverf;
- (15) tussenvoerings wat vasgesmelt kan word met 'n handyster en tussenvoerings wat vasgesmelt kan word, in vasstrykposisie plaas en met 'n spesiale masjien op sekere punte vas-smelt;
- (16) laagpakker;
- (17) merker;
- (18) bediener van hand- of masjiengedrewe knoopoortrek-masjien;
- (19) bediener van 'n krimppers;
- (20) bediener van 'n halfoutomatiese of outomatiese vasmeltmasjien;
- (21) bediener van 'n halfoutomatiese druknoopmasjien;
- (22) bediener van 'n ritssluitermasjien;
- (23) verpakker;
- (24) kledingstukke deur 'n Widdowson-pers voer en aan die ander kant ontvang;
- (25) patentomvouer (hand of masjien);
- (26) vasspelder;
- (27) gewone naaldwerker;
- (28) vasmakers aan pette vassit;
- (29) materiaal in die pers tussen twee papiervormers plaas en vir die stoomkas volgens die hand- of persplooiproses voorberei;
- (30) voorbereide vormers in 'n stoomkas plaas en hulle weer uithaal in die hand- of persplooiproses;
- (31) gespes vasklink, gordelgespes buig, gaatjies vir gespes en tongetjies pons, gespetongetjies in gespes vasdruk, gespe aan gordel vaskram;
- (32) rubberbehandeling, d.w.s. waterdigtingsprosesse deur rubberoplossing aan nate en rande te smeer en dit met 'n klein handroller van hout te rol, oortollige rubberoplossing te verwyder, nate van olieklere en waterdigte hoede te verf;
- (33) sorteerder;
- (34) aansmeer van P.V.C. (plastiekoplossing) in waterdigtingsproses en/of aan reënjasse en beskermende drag;
- (35) stempelaar;
- (36) materiaal uit perse uithaal in hand- of persplooiproses;
- (37) handelsreisiger se motordrywer;
- (38) voorparser;
- (39) waterdigting van nate;
- (40) oproller of afroller van kant, borduursel, galon, linte, omboorsel en rek;

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

- (1) Persele, voertuie of masjinerie skoonmaak;
- (2) goedere op- of aflaai;
- (3) goedere dra of opstapel;

- (7) fitter-up;
- (8) folder;
- (9) lay copier;
- (10) machinist;
- (11) maker of bows for dresses;
- (12) operator of automatic lace, embroidery or monogramming machine;
- (13) presser;
- (14) seam welder;
- (15) setter of automatic pleating machines;
- (16) shaper;
- (17) sloper;
- (18) any other female employee not elsewhere specified;

"Grade II employee, male and female," means a male or female employee engaged in any one or more of the following duties or capacities:

- (1) Assistant storeman;
 - (2) automatic hydraulic hat presser;
 - (3) belt man;
 - (4) bobbin winder;
 - (5) boiler attendant;
 - (6) cardboard box maker;
 - (7) cleaner;
 - (8) coat turner;
 - (9) covering buckles by hand or machine and/or trimming and cleaning belts after lining and belt have been machined together;
 - (10) cutter of traveller's swatches;
 - (11) despatch packer;
 - (12) eyelet punching and letting;
 - (13) guiding material with paper through automatic pleating machine;
 - (14) hat sprayers, i.e. those spray painting hats;
 - (15) ironer of fusible interlinings with hand iron and positioning and spot fusing of fusible interlinings with special machine;
 - (16) laver-up;
 - (17) marker;
 - (18) operator of hand/or machine-operated button-covering machine;
 - (19) operator of a shrinking press;
 - (20) operator of semi-automatic or automatic fusing machine;
 - (21) operator of semi-automatic press-stud machine;
 - (22) operator of a zip machine;
 - (23) packer;
 - (24) passing garments through Widdowson press and receiving out at the other end;
 - (25) patent turner (hand or machine);
 - (26) pinner;
 - (27) plain sewer;
 - (28) putting fasteners on caps;
 - (29) putting material between two paper looms (formers) and preparing for steambox in hand or loom pleating process;
 - (30) putting prepared formers in steambox and taking them out again in hand or loom pleating process;
 - (31) riveting buckles, bending belt buckles, punching holes for buckles and prongs, pressing buckle prongs into buckles, stapling buckle onto belt;
 - (32) rubberising, i.e. waterproofing processes on the work of smearing rubber solution upon seams or edges and rolling them over with a small wooden hand roller, cleaning off any rubber solution, painting seams of oilskins and waterproof hats;
 - (33) sorter;
 - (34) spreading of P.V.C. (plastic solution) in waterproofing process and/or on raincoats and protective wear;
 - (35) stamper;
 - (36) taking material out of looms in hand or loom pleating process;
 - (37) traveller's driver;
 - (38) underpresser;
 - (39) waterproofing seams;
 - (40) winder or unwinder of lace, embroidery, braids, ribbons, bindings and elastic;
- "general worker" means an employee who is engaged in one or more of the following occupations:
- (1) Cleaning premises, vehicles or machinery;
 - (2) loading or unloading goods;
 - (3) carrying or stacking goods;

(4) kartondose toemaak, pakkiste toespyker of bale toewerk of, onder die toesig van 'n versendingspakkier of 'n klerk, goedere in pakkette verpak;

(5) briewe, boodskappe of goedere te voet of deur middel van 'n voet- of handvoertuig aflewer;

(6) vure maak en aan die gang hou of afval of as verwyder;

(7) tee maak en/of persone daarmee bedien;

(8) rubberoplossing meng vir rubberbehandelde kledingstukke;

(9) tuinwerk;

"hoedspuiter" 'n werknemer wat hoede spuitverf;

"hoofsnyer" die persoon wat aktief toesig hou oor die snykamer en wat ontwerp-, styl- en fatsoeneerwerk doen, patrone maak, patrone gradeer en die snywerk bep'an;

"uurloon" in die geval van—

(a) 'n werknemer wat uitsluitlik of hoofsaaklik goedere versend, aflewer of ontvang, drywers van motorvoertuie, arbeiders, werktuigkundiges en werknemers wat uitsluitlik of hoofsaaklik oor die werk van sodanige werknemers toesig hou, klerke en gesalarieerde werknemers in 'n bestuurs-hoedanigheid, die weekloon gedeel deur 45; en

(b) alle ander werknemers, die weekloon gedeel deur 42½;

"gebreide klere" alle soorte gebreide klere, uitgesonderd volgefattoeneerde kledingstukke en kouse. Vir die toepassing van hierdie woordomsywing beteken "volgefattoeneerde kledingstukke" kledingstukke en/of onderdele daarvan wat ten volle gefattoeneer is op 'n breimasjien, en sulke kledingstukke en/of komponente daarvan word geag nie afmerk of sny of enige daaropvolgende proses of werk nodig te hê nie;

"Wasserybedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om alle soorte geweefde, gespinde, gebreide of gehekelde kledingstowwe of artikels wat van sulke kledingstowwe gemaak is, insluitende stoffeerwerk of gestoffeerde artikels, te was, skoon te maak of te kleur, en omvat dit alle werksaamhede wat daarby hoort of daaruit voortspruit, as dit deur sodanige werkgewers en hul werknemers uitgevoer word;

"patroonplaatkopieerder" 'n werknemer wat genommerde patrone op 'n patroonplaat plaas om met 'n genommerde foto, diagram of plan ooreen te stem;

"laagplakker" 'n werknemer wat die materiaal in lae rangskik om gesny te word;

"leering" 'n werknemer wat vanweë sy tydperk of tydperke diens nie op die besoldiging wat vir 'n gekwalifiseerde werknemer van sy klas in klousule 4 (1) voorgeskryf word, geregtig is nie;

"merker" 'n werknemer wat die posisie van sakke, knope en/of knoopsgate merk;

"werktuigkundige" 'n werknemer wat stoomketels en masjinerie installeer, herstel en onderhou;

"masjienwerker" 'n werknemer wat enige werksaamheid in verband met die vervaardiging van klerasie deur middel van 'n naaimasjien verrig;

"maandloon" die weekloon vermenigvuldig met vier en een derde;

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

"nagskof" 'n tydperk van werk wat in 'n bedryfsinrigting verrig word en waarvan die grootste gedeelte tussen die ure 18h00 en 06h00 val;

"verpakker" 'n werknemer wat kledingstukke in dose of ander geskikte omhulsels verpak of dit in bondels vasbind voordat dit na die versendingsafdeling gestuur word;

"patentomvouer" 'n werknemer wat die rande van krae, belegsels, bande, mansjette, sakke en/of klappe met die hand of 'n masjien omkeer of omvou;

"stukwerk" 'n stelsel waarvolgens verdienste bereken word volgens die hoeveelheid of omvang van die werk wat verrig is;

"vasspelder" 'n werknemer wat klere wat nie klaar is nie en/of klaar is, vasspeld;

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

Permanente omslae vasryg; lyfbandvoerings vasryg; hakies en ogies, kaartjies en/of drukknopies vaswerk; knippe aan broekbande vaswerk; knope aanwerk; hanglissies maak en

(4) closing cartons, nailing up packing cases or sewing up bales or, under supervision of a despatch packer or clerical employee, parcelling goods;

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

(6) making or maintaining fires, or removing refuse or ashes;

(7) preparing and/or serving tea;

(8) mixing rubber solution for rubberised garments;

(9) gardening;

"hat sprayer" means an employee engaged on spray painting hats;

"head cutter" means the person who actively supervises the cutting room and who designs, styles and fashions, makes patterns, grades patterns and who plans cutting jobs;

"hourly wage or rate" means in the case of—

(a) an employee wholly or mainly engaged in the dispatch, delivery or receipt of goods, drivers of motor vehicles, labourers, mechanics and employees wholly or mainly engaged in supervising the work of such employees, clerical employees and salaried employees engaged in a managerial capacity, the weekly wage divided by 45; and

(b) all other employees, the weekly wage divided by 42½;

"knitted garments" means all classes of knitted garments, excluding fully fashioned garments and hosiery. For the purposes of this definition "fully fashioned garments" means garments and/or components thereof which are fully shaped on a knitting machine, and such garment and/or components thereof shall be deemed not to require marking-in or cutting or any succeeding process or operation;

"Laundry Trade" means the Trade in which employers and employees are associated for the purpose of laundering, cleaning or dyeing all types of woven, spun, knitted or crocheted fabrics or articles made from such fabrics, including upholstery or upholstered articles and includes all operations incidental thereto or consequent thereon, if carried out by such employers and their employees;

"lay copier" means an employee engaged in placing of numbered patterns on a lay to conform with a numbered photograph, diagram or plan;

"layer-up" means an employee engaged in laying up materials preparatory to cutting;

"learner" means an employee whose period or periods of employment does not entitle him to be paid the qualified wage prescribed in clause 4 (1) for an employee of this class;

"marker" means an employee engaged in marking the position of pockets, buttons and/or buttonholes;

"mechanic" means an employee engaged on the installation, repair and maintenance of boilers and machinery;

"machinist" means an employee who performs by sewing machine any operation in the making of clothing;

"monthly wage" means the weekly wage multiplied by four and one-third;

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

"night shift" means any period of work performed in an establishment, the major portion of which falls between the hours 18h00 and 06h00;

"packer" means an employee engaged in packing garments into boxes or other suitable wrappings or tying them into bundles prior to their being sent to the despatch department;

"patent turner" means an employee engaged in packing garments into

"patent turner" means an employee engaged on turning out or over the edges of collars, facings, bands, cuffs, pockets and/or flaps whether by hand or machine;

"piece-work" means any system by which earnings are calculated upon the quantity or output of work performed;

"pinner" means an employee engaged in pinning unfinished and/or finished garments;

"plain sewer" means an employee engaged solely in performing by hand one or more of the following operations:

Tacking permanent turn-ups; tacking waistband linings; sewing on hooks and eyes, tickets and/or press studs; fastening catch in tops of trousers; sewing on buttons; making

aanwerk; kruisvoerings in broeke vaswerk; die onderkante van broekspye en die voerings van lyfbande vaswerk en verskillende naaldwerkies verrig; nekstukke van onderbaadjies vaswerk; randverstewigers vasheg en allerlei ander naaldwerkies; die onderkante van voerings of nate wat alreeds in posisie geryg is vaswerk; omboorsels vaswerk; belegsels wat alreeds in posisie vasgeryg is, binne vaswerk;

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

"parser" 'n werknemer wat die afgewerkte kledingstuk met die hand of 'n masjien pars;

"gekwalfiseerde werknemer" met betrekking tot 'n werknemer in die Nywerheid; 'n ander werknemer as 'n leerling, arbeider, wag en drywer van 'n motorvoertuig;

"skale" stukwerksskale of besoldigingskale vir oortydwerk;

"kleinhandelkieremakery" die maak van enkele kledingstukke vir meisies en vroue volgens die mate van individuele persone, en nie ter uitvoering van spesiale bestellings, volgens maat, van handelaars wie se klante gemeet is deur of op verantwoordelikheid van sodanige handelaars nie;

"kleinhandelhoedemakery" die maak van hoede in winkels vir verkoop in sodanige winkels en die maak van hoede volgens die mate van individuele persone;

"naatmaker" 'n werknemer wat nate aan mekaar heg volgens 'n ander metode as deur middel van 'n naaimasjien en gare;

"steller van outomatiese plooi-masjiene" 'n manlike of vroulike werknemer wat die plooi op 'n outomatiese plooi-masjien stel;

"fatsoeneerder" 'n manlike of vroulike werknemer wat die lapelle en krae van baadjies fatsoeneer voor die voorrygingsproses;

"korttyd" werktyd wat tot minder as die gewone getal werke in 'n bedryfsinrigting ingekort word wanneer sodanige inkorting te wyte is aan 'n slapte in die werk of die vereistes van die Nywerheid;

"halsuitsnyer" 'n werknemer wat die fatsoen van die halse in die hemde-afdeling afmerk of sny voordat ander werksaamhede verrig word;

"sorteerder" 'n werknemer wat kledingstukke of dele van kledingstukke vir die verskillende werksaamhede sorteer;

"stempelaar" 'n werknemer wat die groottes of die identiteitswerknommers op kledingstukke of dele van kledingstukke of op enige artikel in verband met die verpakking of versending van kledingstukke stempel;

"magasynman" 'n werknemer wat verantwoordelik is vir die hoofvoorraadkamer van 'n bedryfsinrigting;

"taakwerk" die opdrag wat 'n werkgewer of sy verteenwoordiger aan 'n werknemer gee, naamlik om 'n bepaalde getal kledingstukke of dele van kledingstukke binne 'n gespesifiseerde tyd klaar te maak;

"handelsreisiger" 'n werknemer wat as die reisende verteenwoordiger van 'n bedryfsinrigting namens sodanige bedryfsinrigting uitsluitlik of hoofsaaklik van behoorlik gelisensieerde handelaars bestellings vir die verkoop en/of lewering aan hulle van goedere vir herverkoping vra, werf of opneem;

"handelsreisiger se motordrywer" 'n werknemer wat 'n handelsreisiger op sy reis vergesel en die handelsreisiger help om sy motor te dryf en monsters in en uit te pak en uit te stal;

"voeringmerker-snyer" 'n werknemer wat voerings en tussenvoerings afmerk en/of sny;

"voorparser" 'n werknemer, uitgesonderd 'n parser, wat in die parsprosesse werksaam is;

"onbelaste massa" die massa van 'n motorvoertuig en/of sleepwa soos uitgedruk in 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa deur 'n lisensieowerheid uitgereik is; Met dien verstande dat, in die geval van 'n twee- of driewielmotorvoertuig (uitgesonderd 'n voorhaker), die onbelaste massa geag word onder 454 kg te wees;

"wag" 'n werknemer wat persele, geboue of ander eiendomme bewaak;

"loon" daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werke voorgeskrif in klousule 8 (3);

"waterdigting van nate" die waterdigting, deur middel van 'n warmers, van 'n naat wat met garing gestik is;

"werkwinkel" 'n perseel waarin een of meer werknemers werksaamhede in die Klerasiennywerheid verrig.

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

and sewing on hangers; felling crutch linings in trousers, felling bottoms and waist-band linings, and various odds and ends of sewing; felling necks of vests; fastening edge stays and odds and ends of sewing; felling bottoms of linings or seams of same already basted into position; felling bindings; fastening facings inside already basted in position;

"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;

"presser" means an employee employed in pressing the finished garment by hand or machine;

"qualified employee" means in relation to an employee in the Industry, an employee other than a learner, labourer, watchman and driver of a motor vehicle;

"rates" means piece-work rates or rates of payment for overtime;

"retail dressmaking" means the making of single garments for girls and women to the measurement of individual persons, not as special measure orders from dealers whose customers' measurements are taken by or on the responsibility of such dealers;

"retail millinery" means the making of hats in shops for sale in such shops and the making of hats to the measurements of individual persons;

"seam welder" means an employee who joins seams by any method other than by a thread-sewing machine;

"setter of automatic pleating machines" means a male or female employee engaged on setting of pleats on automatic pleating machines;

"shaper" means a male or female employee engaged in shaping the lapels and collars of coats preparatory to under-basting;

"short-time" means working time that is reduced below the usual number of working hours in the establishment when such reduction is due to slackness of work or the exigencies of the Industry;

"sloper" means an employee engaged on marking or trimming the shape of the necks in the shirt section, preparatory to other operations;

"sorter" means an employee engaged in sorting out garments or parts of garments for the various operations;

"stamper" means an employee engaged in stamping the size or identity work numbers on garments or parts of garments, or on any article connected with packaging or despatching of garments;

"storeman" means an employee in charge of the main stock room of an establishment;

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

"traveller" means an employee who, as the travelling representative of an establishment, on behalf of such establishment is wholly or mainly engaged in inviting, canvassing or soliciting orders from duly licensed traders for the sale and/or supply to them of goods for resale;

"traveller's driver" means an employee who accompanies the traveller on his journey and assists the traveller in driving and in packing, unpacking and displaying of samples;

"trimmer" means an employee engaged on marking in and/or cutting linings and interlinings;

"under-presser" means an employee other than a presser employed in pressing processes;

"unladen mass" means the mass of any motor vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such motor vehicle or trailer: Provided that in the case of a two or three-wheeled motor vehicle (other than a mechanical horse), the unladen mass shall be deemed to be under 454 kg;

"watchman" means an employee engaged in guarding premises, buildings or other property;

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 8 (3);

"waterproofing seams" means waterproofing of a thread-sewn seam by means of a hot press;

"workshop" means any premises in which one or more employees are engaged on operations in the Clothing Industry.

(2) In classifying an employee for the purpose of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged.

4. LONE

(1) Geen loon wat laer is as die minimum hieronder voorgeskryf, mag deur 'n werknemer betaal en deur 'n werknemer aangeneem word nie:

4. WAGES

(1) No employer shall pay and no employee shall accept wages lower than the minimum wages prescribed hereunder:

Tot 30/6/81

DISTRIK 1

Beroep	Getal maande ondervinding in die Nywerheid (tot en met)							
	0-6	7-12	13-18	19-24	25-30	31-36	37-42	43-48
Graad II:								
Man.....	16,00	19,80	23,55	—	—	—	—	—
Vrou.....	16,00	19,80	23,55	—	—	—	—	—
Graad I:								
Man.....	16,00	21,25	26,50	31,75	36,90	—	—	—
Vrou.....	16,00	19,20	22,40	25,60	28,75	—	—	—
Voorman.....	40,40	43,95	—	—	—	—	—	—
Voorvrou.....	34,60	40,40	—	—	—	—	—	—
Snyer/Voeringmerker-snyer.....	16,00	20,20	24,40	28,60	32,80	36,90	—	—
Assistent-hoofsnyer.....	55,65	—	—	—	—	—	—	—
Hoofsnyer.....	71,90	—	—	—	—	—	—	—
Klerk:								
Man.....	21,80	28,60	35,40	42,20	49,05	—	—	—
Vrou.....	19,65	22,50	25,40	28,20	31,10	—	—	—
Werktuigkundige.....	26,00	31,75	37,50	43,25	49,00	54,75	60,50	66,25
Algemene werker, man en vrou.....	19,45	21,50	23,55	—	—	—	—	—
Wag.....	23,55	—	—	—	—	—	—	—
Motorvoertuigdrywers:								
Onbelaste massa van voertuig—								
(a) hoogstens 454 kg.....	28,75	—	—	—	—	—	—	—
(b) 455-2 722 kg.....	33,30	—	—	—	—	—	—	—
(c) 2 723-4 540 kg.....	45,45	—	—	—	—	—	—	—
(d) meer as 4 541 kg.....	52,45	—	—	—	—	—	—	—
Handelsreisiger:								
Man.....	47,40	53,55	59,70	65,85	71,90	—	—	—
Vrou.....	39,90	45,00	50,10	55,20	60,20	—	—	—

L.W.—Die laaste bedrag teenoor elke beroep aangetoon, is die loonskaal vir gekwalifiseerde werknemers.

Vanaf 1/7/81

DISTRIK 1

Beroep	Getal maande ondervinding in die Nywerheid (tot en met)							
	0-6	7-12	13-18	19-24	25-30	31-36	37-42	43-48
Graad II:								
Man.....	18,80	22,90	27,05	—	—	—	—	—
Vrou.....	18,80	22,90	27,05	—	—	—	—	—
Graad I:								
Man.....	18,80	24,70	30,60	36,50	42,40	—	—	—
Vrou.....	18,80	22,35	25,90	29,45	33,00	—	—	—
Voorman.....	46,45	50,50	—	—	—	—	—	—
Voorvrou.....	39,75	46,45	—	—	—	—	—	—
Snyer/Voeringmerker-snyer.....	18,80	23,50	28,25	32,95	37,70	42,40	—	—
Assistent-hoofsnyer.....	63,95	—	—	—	—	—	—	—
Hoofsnyer.....	82,60	—	—	—	—	—	—	—
Klerk:								
Man.....	25,05	32,90	40,70	48,50	56,35	—	—	—
Vrou.....	22,55	25,85	29,15	32,45	35,70	—	—	—
Werktuigkundige.....	29,85	36,45	43,05	49,65	56,25	62,85	69,45	76,05
Algemene werker, man en vrou.....	22,35	24,70	27,05	—	—	—	—	—
Wag.....	27,05	—	—	—	—	—	—	—
Motorvoertuigdrywer:								
Onbelaste massa van voertuig—								
(a) hoogstens 454 kg.....	33,00	—	—	—	—	—	—	—
(b) 455-2 722 kg.....	38,25	—	—	—	—	—	—	—
(c) 2 723-4 540 kg.....	52,25	—	—	—	—	—	—	—
(d) meer as 4 541 kg.....	60,30	—	—	—	—	—	—	—
Handelsreisiger:								
Man.....	54,45	61,50	68,55	75,60	82,60	—	—	—
Vrou.....	45,85	51,70	57,50	63,30	69,20	—	—	—

L.W.—Die laaste bedrag teenoor elke beroep aangetoon, is die loonskaal vir gekwalifiseerde werknemers.

Tot 30/6/81

DISTRIK 2

Beroep	Getal maande ondervinding in die Nywerheid (tot en met)								
	0-6	7-12	13-18	19-24	25-30	31-36	37-42	43-48	Oor 48
Graad II:									
Man.....	14,40	17,80	21,20	—	—	—	—	—	—
Vrou.....	14,40	17,80	21,20	—	—	—	—	—	—
Graad I:									
Man.....	14,40	19,15	23,85	28,60	33,20	—	—	—	—
Vrou.....	14,40	17,30	20,15	23,05	25,90	—	—	—	—
Voorman.....	36,35	39,55	—	—	—	—	—	—	—
Voorvrou.....	31,15	36,35	—	—	—	—	—	—	—
Snyer/Voeringmerker-snyer.....	14,40	18,20	21,95	25,75	29,50	33,20	—	—	—
Assistent-hoofsnyer.....	50,10	—	—	—	—	—	—	—	—
Hoofsnyer.....	64,70	—	—	—	—	—	—	—	—
Klerk:									
Man.....	19,60	25,75	31,85	38,00	44,15	—	—	—	—
Vrou.....	17,70	20,25	22,85	25,40	28,00	—	—	—	—
Werktuigkundige.....	23,40	28,60	33,75	38,95	44,10	49,30	54,45	59,65	64,70
Algemene werker, man en vrou.....	17,50	19,35	21,20	—	—	—	—	—	—
Motorvoertuigdrywer:									
Onbelaste massa van voertuig—									
(a) hoogstens 454 kg.....	25,90	—	—	—	—	—	—	—	—
(b) 455-2 722 kg.....	30,00	—	—	—	—	—	—	—	—
(c) 2 723-4 541 kg.....	40,90	—	—	—	—	—	—	—	—
(d) meer as 4 541 kg.....	47,20	—	—	—	—	—	—	—	—
Wag.....	21,20	—	—	—	—	—	—	—	—
Handelsreisiger:									
Man.....	42,65	48,20	53,75	59,30	64,70	—	—	—	—
Vrou.....	35,90	40,50	45,10	49,70	54,20	—	—	—	—

L.W.—Die laaste bedrag teenoor elke beroep aangetoon, die loonskaal vir gekwalifiseerde werknemers.

Vanaf 1/7/81

DISTRIK 2

Beroep	Getal maande ondervinding in die Nywerheid (tot en met)								
	0-6	7-12	13-18	19-24	25-30	31-36	37-42	43-48	Oor 48
Graad II:									
Man.....	17,40	21,20	25,05	—	—	—	—	—	—
Vrou.....	17,40	21,20	25,05	—	—	—	—	—	—
Graad I:									
Man.....	17,40	22,85	28,30	33,80	39,20	—	—	—	—
Vrou.....	17,40	20,70	23,95	27,25	30,55	—	—	—	—
Voorman.....	42,95	46,70	—	—	—	—	—	—	—
Voorvrou.....	36,80	43,00	—	—	—	—	—	—	—
Snyer/Voeringmerker-snyer.....	17,40	21,75	26,15	30,50	34,90	39,25	—	—	—
Assistent-hoofsnyer.....	59,15	—	—	—	—	—	—	—	—
Hoofsnyer.....	76,40	—	—	—	—	—	—	—	—
Klerk:									
Man.....	23,20	30,45	37,65	44,90	52,15	—	—	—	—
Vrou.....	20,85	23,90	26,95	30,00	33,05	—	—	—	—
Werktuigkundige.....	27,60	33,75	39,75	45,95	52,05	58,15	64,25	70,35	76,45
Algemene werker, man en vrou.....	20,70	22,85	25,05	—	—	—	—	—	—
Motorvoertuigdrywer:									
Onbelaste massa van voertuig—									
(a) hoogstens 454 kg.....	30,55	—	—	—	—	—	—	—	—
(b) 455-2 722 kg.....	35,40	—	—	—	—	—	—	—	—
(c) 2 723-4 540 kg.....	48,35	—	—	—	—	—	—	—	—
(d) meer as 4 541 kg.....	55,80	—	—	—	—	—	—	—	—
Wag.....	25,05	—	—	—	—	—	—	—	—
Handelsreisiger:									
Man.....	50,40	56,90	63,40	69,95	76,40	—	—	—	—
Vrou.....	42,40	47,85	53,20	58,55	64,00	—	—	—	—

L.W.—Die laaste bedrag teenoor elke beroep aangetoon, is die loonskaal vir gekwalifiseerde werknemers.

Until 30/6/81

DISTRICT 1

Occupation	Number of months experience in the Industry (inclusive)								
	0-6	7-12	13-18	19-24	25-30	31-36	37-42	43-48	Over 48
Grade II:									
Male.....	16,00	19,80	23,55	—	—	—	—	—	—
Female.....	16,00	19,80	23,55	—	—	—	—	—	—
Grade I:									
Male.....	16,00	21,25	26,50	31,75	36,90	—	—	—	—
Female.....	16,00	19,20	22,40	25,60	28,75	—	—	—	—
Foreman.....	40,40	43,95	—	—	—	—	—	—	—
Forewoman.....	34,60	40,40	—	—	—	—	—	—	—
Cutter/Trimmer.....	16,00	20,20	24,40	28,60	32,80	36,90	—	—	—
Assistant head cutter.....	55,65	—	—	—	—	—	—	—	—
Head cutter.....	71,90	—	—	—	—	—	—	—	—
Clerk:									
Male.....	21,80	28,60	35,40	42,20	49,05	—	—	—	—
Female.....	19,65	22,50	25,40	28,20	31,10	—	—	—	—
Mechanic.....	26,00	31,75	37,50	43,25	49,00	54,75	60,50	66,25	71,90
General worker, male and female.....	19,45	21,50	23,55	—	—	—	—	—	—
Watchman.....	23,55	—	—	—	—	—	—	—	—
Motor vehicle driver:									
Unladen mass of vehicle—									
(a) up to 454 kg.....	28,75	—	—	—	—	—	—	—	—
(b) 455-2 722 kg.....	33,30	—	—	—	—	—	—	—	—
(c) 2 723-4 540 kg.....	45,45	—	—	—	—	—	—	—	—
(d) over 4 541 kg.....	52,45	—	—	—	—	—	—	—	—
Traveller:									
Male.....	47,40	53,55	59,70	65,85	71,90	—	—	—	—
Female.....	39,90	45,00	50,10	55,20	60,20	—	—	—	—

N.B.—The last amount shown opposite each occupation is the qualified rate of pay.

From 1/7/81

DISTRICT 1

Occupation	Number of months experience in the Industry (inclusive)								
	0-6	7-12	13-18	19-24	25-30	31-36	37-42	43-48	Over 48
Grade II:									
Male.....	18,80	22,90	27,05	—	—	—	—	—	—
Female.....	18,80	22,90	27,05	—	—	—	—	—	—
Grade I:									
Male.....	18,80	24,70	30,60	36,50	42,40	—	—	—	—
Female.....	18,80	22,35	25,90	29,45	33,00	—	—	—	—
Foreman.....	46,45	50,50	—	—	—	—	—	—	—
Forewoman.....	39,75	46,45	—	—	—	—	—	—	—
Cutter/Trimmer.....	18,80	23,50	28,25	32,95	37,70	42,40	—	—	—
Assistant head cutter.....	63,95	—	—	—	—	—	—	—	—
Head cutter.....	82,60	—	—	—	—	—	—	—	—
Clerk:									
Male.....	25,05	32,90	40,70	48,50	56,35	—	—	—	—
Female.....	22,55	25,85	29,15	32,45	35,70	—	—	—	—
Mechanic.....	29,85	36,45	43,05	49,65	56,25	62,85	69,45	76,05	82,60
General worker, male and female.....	22,35	24,70	27,05	—	—	—	—	—	—
Watchman.....	27,05	—	—	—	—	—	—	—	—
Motor vehicle driver:									
Unladen mass of vehicle—									
(a) up to 454 kg.....	33,00	—	—	—	—	—	—	—	—
(b) 455-2 722 kg.....	38,25	—	—	—	—	—	—	—	—
(c) 2 723-4 540 kg.....	52,25	—	—	—	—	—	—	—	—
(d) over 4 541 kg.....	60,30	—	—	—	—	—	—	—	—
Traveller:									
Male.....	54,45	61,50	68,55	75,60	82,60	—	—	—	—
Female.....	45,85	51,70	57,50	63,30	69,20	—	—	—	—

N.B.—The last amount shown opposite each occupation is the qualified rate of pay.

Until 30/6/81

DISTRICT 2

Occupation	Number of months experience in the Industry (inclusive)								
	0-6	7-12	13-18	19-24	25-30	31-36	37-42	43-48	Over 48
Grade II:									
Male.....	14,40	17,80	21,20	—	—	—	—	—	—
Female.....	14,40	17,80	21,20	—	—	—	—	—	—
Grade I:									
Male.....	14,40	19,15	23,85	28,60	33,20	—	—	—	—
Female.....	14,40	17,30	20,15	23,05	25,90	—	—	—	—
Foreman.....	36,35	39,55	—	—	—	—	—	—	—
Forewoman.....	31,15	36,35	—	—	—	—	—	—	—
Cutter/Trimmer.....	14,40	18,20	21,95	25,75	29,50	33,20	—	—	—
Assistant head cutter.....	50,10	—	—	—	—	—	—	—	—
Head cutter.....	64,70	—	—	—	—	—	—	—	—
Clerk:									
Male.....	19,60	25,75	31,85	38,00	44,15	—	—	—	—
Female.....	17,70	20,25	22,85	25,40	28,00	—	—	—	—
Mechanic.....	23,40	28,60	33,75	38,95	44,10	49,30	54,45	59,65	64,70
General worker, male and female.....	17,50	19,35	21,20	—	—	—	—	—	—
Motor vehicle driver:									
Unladen mass of vehicle—									
(a) up to 454 kg.....	25,90	—	—	—	—	—	—	—	—
(b) 455-2 722 kg.....	30,00	—	—	—	—	—	—	—	—
(c) 2 723-4 540 kg.....	40,90	—	—	—	—	—	—	—	—
(d) over 4 541 kg.....	47,20	—	—	—	—	—	—	—	—
Watchman.....	21,20	—	—	—	—	—	—	—	—
Traveller:									
Male.....	42,65	48,20	53,75	59,30	64,70	—	—	—	—
Female.....	35,90	40,50	45,10	49,70	54,20	—	—	—	—

N.B.—The last amount shown opposite each occupation is the qualified rate of pay.

From 1/7/81

DISTRICT 2

Occupation	Number of months experience in the Industry (inclusive)								
	0-6	7-12	13-18	19-24	25-30	31-36	37-42	43-48	Over 48
Grade II:									
Male.....	17,40	21,20	25,05	—	—	—	—	—	—
Female.....	17,40	21,20	25,05	—	—	—	—	—	—
Grade I:									
Male.....	17,40	22,85	28,30	33,80	39,20	—	—	—	—
Female.....	17,40	20,70	23,95	27,25	30,55	—	—	—	—
Foreman.....	42,95	46,70	—	—	—	—	—	—	—
Forewoman.....	36,80	43,00	—	—	—	—	—	—	—
Cutter/Trimmer.....	17,40	21,75	26,15	30,50	34,90	39,25	—	—	—
Assistant head cutter.....	59,15	—	—	—	—	—	—	—	—
Head cutter.....	76,40	—	—	—	—	—	—	—	—
Clerk:									
Male.....	23,20	30,45	37,65	44,90	52,15	—	—	—	—
Female.....	20,85	23,90	26,95	30,00	33,05	—	—	—	—
Mechanic.....	27,60	33,75	39,85	45,95	52,05	58,15	64,25	70,35	76,45
General worker, male and female.....	20,70	22,85	25,05	—	—	—	—	—	—
Motor vehicle driver:									
Unladen mass of vehicle—									
(a) up to 454 kg.....	30,55	—	—	—	—	—	—	—	—
(b) 455-2 722 kg.....	35,40	—	—	—	—	—	—	—	—
(c) 2 723-4 540 kg.....	48,35	—	—	—	—	—	—	—	—
(d) over 4 541 kg.....	55,80	—	—	—	—	—	—	—	—
Watchman.....	25,05	—	—	—	—	—	—	—	—
Traveller:									
Male.....	50,40	56,90	63,40	69,95	76,40	—	—	—	—
Female.....	42,40	47,85	53,20	58,55	64,00	—	—	—	—

N.B.—The last amount shown opposite each occupation is the qualified rate of pay.

Wanneer 'n gekwalifiseerde werknemer graad II (man of vrou) oorgeplaas word na 'n ander beroep wat as die werk van 'n werknemer graad I geklassifiseer word, moet hy minstens sy bestaande besoldiging vir 'n tydperk van ses maande ontvang en daarna by voltooiing van daardie tydperk sy volgende salarisverhoging ontvang en daarna die voorgeskrewe salarisverhogings van sy nuwe beroep. 'n Ongekwalifiseerde werknemer graad II (man of vrou) wat oorgeplaas word na 'n ander beroep wat as die werk van 'n werknemer graad I geklassifiseer word, moet minstens sy besoldiging betaal word wat hy vóór sy oorspronklike ontvang het, maar moet die voorgeskrewe verhogings in sy nuwe beroep betaal word.

(2) Niks in hierdie Ooreenkoms mag die uitwerking hê dat die loon wat te eniger tyd voor of op die datum van inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer betaal is, verminderd word nie.

(3) 'n Werknemer wat 'n vervoerband voer, moet die loon ontvang wat vir 'n werknemer van sy klas voorgeskryf word, plus 10 persent.

(4) 'n Handelsreisiger moet—

(a) 'n verblyftoelae van minstens R2 betaal word ten opsigte van elke nag wat hy op 'n reis wat hy by die uitvoering van sy pligte onderneem het, van sy hoofkwartier afwesig is;

(b) alle redelike vervoerkoste betaal word wat hy by die verrigting van sy pligte aangegaan het; of

(c) wanneer sy werkgever dit van hom vereis of hom toelaat om sy eie motor by die uitvoering van sy pligte te gebruik, 'n toelae betaal word van minstens 5c per kilometer vir elke kilometer wat hy in verband met sodanige pligte met sodanige motor gereis het.

(5) (a) 'n Verhoging in die minimum loon waarop 'n leerling geregtig word as gevolg van vorige ondervinding, is betaalbaar op die datum waarop dit aan hom verskuldig word, tensy die werknemer uit eie beweging van sy werk afwesig was vir 'n langer tydperk of tydperke as altesaam sewe dae in enige kwalifiserende tydperk van ses maande waarvoor daar in hierdie klousule voorsiening gemaak word. Die datum waarop 'n loonsverhoging aan sodanige leerling verskuldig word, kan vorentoe geskuif word met dieselfde getal dae wat hy meer as sewe dae uit eie beweging van sy werk afwesig was in enige kwalifiserende tydperk van ses maande.

(b) In die geval van 'n werknemer met kwalifiserende tydperke van een jaar, kan die datum waarop 'n loonsverhoging aan sodanige werknemer verskuldig word, kan vorentoe geskuif word met dieselfde getal dae wat hy meer as 14 dae uit eie beweging van sy werk afwesig was in enige van sy kwalifiserende tydperke van een jaar.

5. TAAKWERK EN STUKWERK

(1) Taakwerk word verbied.

(2) Die werkgever moet aan 'n werknemer wat stukwerk in die Klerasienerwerheid verrig, die besoldiging betaal waarvoor daar wedsyds ooreengekom is vir sodanige stukwerk wat gedurende 'n week verrig word. Met dien verstande dat sodanige bedrag nie minder mag wees nie as die loon wat die werkgever verplig sou gewees het om die werknemer ingevolge hierdie Ooreenkoms te betaal as die werkgever die werknemer nie as 'n stukwerker nie maar as 'n tydwerker in diens geneem het om dieselfde klas werk gedurende dieselfde week te verrig.

(3) In 'n bedryfsinrigting waarin werknemers stukwerk verrig, moet die werkgever 'n leesbare kopie van sy stukwerk-tariewe wat van tyd tot tyd van toepassing is, in sy bedryfsinrigting vertoon op 'n plek wat gereedlik vir sy werknemers toeganklik is en mag hy onder geen omstandighede 'n laer tarief as dié wat in sodanige bedryfsinrigting vertoon word, betaal nie.

(4) Die werkgever moet minstens een week kennis gee van sy voorneme om stukwerk-tariewe te verander.

6. KORTTYD

(1) Waar korttyd in 'n bedryfsinrigting ingevoer word of ingevoer is, moet 'n werknemer wat hom op enige dag by die bedryfsinrigting aanmeld, vir minstens 'n halfdag in diens geneem of 'n halfdag se loon in plaas daarvan betaal word, tensy hy voor sodanige dag in kennis gestel is dat sy dienste nie op sodanige dag nodig sal wees nie.

(2) Indien daar, weens 'n slappe in die bedryf, bevind word dat dit onmoontlik is om voltyds te werk, moet daar korttyd gewerk word deur die werk sover doenlik eweredig in die betrokke seksie of afdeling te verdeel.

(3) Wanneer dit nodig is om korttyd in 'n fabriek in te voer, moet die klokkaarte ten opsigte van elke werknemer wat aldus oeraak word, op 'n geskikte wyse geëndosseer word.

(4) Hierdie klousule is nie op handelsreisigers en wagte van toepassing nie.

Whenever a qualified Grade II employee (male or female) is transferred to another occupation, classified as the work of a Grade I employee, he shall receive not less than his existing rate of pay for a period of six months and thereafter on completion of that period, he shall receive his next increment and thereafter the prescribed increments in his new occupation. An unqualified Grade II employee (male or female), who is transferred to another occupation classified as the work of Grade I employee, shall be paid not less than the wage he was receiving prior to his transfer, but shall be paid the prescribed increments in his new occupation.

(2) Nothing in this Agreement shall operate to reduce the wage which was being paid to any employee at any time prior to or at the date of commencement of this Agreement.

(3) An employee employed as a conveyor feeder shall receive the wages prescribed for an employee of his class, plus 10 per cent.

(4) A traveller shall be paid—

(a) a subsistence allowance of not less than R2 in respect of each night spent away from his headquarters during a journey undertaken in the performance of his duties;

(b) all reasonable transport expenses incurred by him in the performance of his duties; or

(c) when his employer requires or permits him to use his own car in the performance of his duties, an allowance of not less than 5c per kilometre for every kilometre travelled in such car in connection with such duties.

(5) (a) Any increase in the minimum wage to which a learner becomes entitled as a result of previous experience shall become payable on the accruing date unless the employee has been absent from work of his own accord for a longer period, or periods, than seven days in the aggregate in any of the six-monthly qualifying periods provided for in this clause. The accruing date, when an increase of wage falls due to him, may be advanced to the equivalent of the number of days in excess of seven days that he has been absent from work of his own accord in any of his six-monthly qualifying periods.

(b) In the case of an employee who has yearly qualifying periods, the accruing date when an increase of wages falls due to him, may be advanced to the equivalent of the number of days in excess of 14 days that he has been absent from work on his own accord in any of his yearly qualifying periods.

5. TASK-WORK AND PIECE-WORK

(1) Task-work is prohibited.

(2) The employer shall pay to an employee who is employed on piece-work in the Clothing Industry the remuneration mutually agreed upon for such piece-work performed during any week: Provided that such amount shall not be less than the wage which the employer would be obliged to pay him under this Agreement if the employer had employed him not as a piece-worker, but as a time-worker to perform the same class of work during the same week.

(3) In any establishment in which employees are engaged on piece-work, the employer shall keep a legible copy of the piece-work rates in operation from time to time, exhibited in his establishment in a place readily accessible to his employees, and shall not under any circumstances pay a rate lower than that exhibited in such establishment.

(4) The employer shall give not less than one week's notice of his intention to alter piece-work rates.

6. SHORT-TIME

(1) Where short-time is being or has been introduced in any establishment, an employee who attends at the establishment on any day shall, unless he has prior to such date received notice that his services will not be required on such day, be employed for at least half a day or be paid half a day's wages in lieu thereof.

(2) If, owing to slackness of trade, it is found impossible to work full-time, short-time shall be worked by distributing the work evenly, as far as practicable, in any section or department concerned.

(3) When it is necessary to introduce short-time in any factory the clock cards shall be suitably endorsed in respect of each employee so affected.

(4) The provisions of this clause shall not apply to travellers and watchmen.

(5) Wanneer 'n werknemer, as gevolg van die invoering van korttyd in 'n bedryfsinrigting minder as vyf volle dae werk of vir minder as vyf volle dae betaal word gedurende enige tydperk van vier agtereenvolgende weke, moet sodanige werknemer se dienskontrak geag word ingevolge klousule 16 (2) deur die werkgever beëindig te gewees het op die laaste dag van sodanige vier weke en moet die werkgever aan die werknemer, in plaas van kennis te gee, die bedrae betaal waarvoor daar in klousule 16 (2) voorsiening gemaak word.

7. BETALING VAN LONE EN OORTYDBESOLDIGING

(1) (a) 'n Werkgever moet lone en ander besoldiging in verseelde koervert betaal waarop die volgende gemeld word of wat vergesel gaan van 'n strokie of staat wat die volgende meld:

- (i) Die naam en fabrieksnummer van die werknemer;
- (ii) die besoldigingskaal;
- (iii) die totale ure gewerk;
- (iv) tot op watter datum betaling geskied;
- (v) totale bedrag in die koervert;
- (vi) besonderhede van alle aftrekkings ingevolge subklousule (6);
- (vii) die bedrae betaal ten opsigte van werk wat op Sondag gedoen is.

Al sodanige inligting moet of met 'n masjien gedruk of met ink geskryf wees of uit 'n duidelike deurslagkopie bestaan. Sodanige betalings moet weekliks geskied op Vrydae gedurende werkure by die bedryfsinrigting van die werkgever en wel binne 'n halfuur voor die sluitingstyd van die bedryfsinrigting. Met dien verstande dat, waar 'n werknemer se dienste nie op die gewone betaaldag van die betrokke bedryfsinrigting eindig nie, alle bedrae wat aan hom verskuldig is, onmiddellik by sodanige beëindiging betaal moet word. Hierdie klousule is nie op maandeliks besoldigde werknemers wat R100 of meer per maand ontvang, klerke en handelsreisigers vir wie daar in paragraaf (b) hiervan voorsiening gemaak word, van toepassing nie.

(b) 'n Werknemer moet die lone van maandeliks besoldigde werknemers wat R100 per maand of meer ontvang, klerke en handelsreisigers wat op 'n maandelikse grondslag in diens geneem is, voor of op die laaste werkdag van elke kalendermaand betaal of by die beëindiging van hul diens as dit voor die gewone betaaldag van die werknemer plaasvind.

(c) Lone wat op Vrydae ooreenkomstig subklousule (a) betaal word, is dié ten opsigte van werk vir die week wat nie vroeër nie as die Dinsdag van dieselfde week eindig.

(2) Op elke dag waarop lone of ander besoldiging ingevolge subklousule (1) (a) van hierdie klousule betaalbaar is—

(a) moet elke werkgever teen 14h00 die volle bedrag wat betaal moet word, in kontant in die bedryfsinrigting beskikbaar hê;

(b) moet die koervert soos in klousule (1) (a) gemeld, minstens een uur voor die sluitingstyd van die bedryfsinrigting behoorlik voltooi en verseël wees.

(3) Waar werk in 'n bedryfsinrigting verrig word deur werknemers wat in spanne of groepe georganiseer is, moet elke werknemer sy verdienste betaal word deur die werkgever in wie se bedryfsinrigting die werk verrig word of deur die verteenwoordiger van sodanige werkgever.

(4) 'n Werkgever moet aan 'n werknemer wat gedurende 'n gedeelte van 'n enkele week in diens geneem is, vir meer as een klas werk waarvoor verskillende weeklone hierby voorgeskryf word, die hoogste van sodanige verskillende weeklone vir die hele sodanige week betaal.

(5) 'n Werknemer uitgesonderd 'n wag, wat nagskofte werk, moet minstens die besoldiging betaal word wat vir sy klas werk in klousule 4 van hierdie Ooreenkoms voorgeskryf word, plus 10 persent.

(6) 'n Werkgever mag geen bedrag hoegenaamd van die bedrae wat aan werknemers ten opsigte van lone of oortydwerk verskuldig is, aftrek nie: Met dien verstande dat—

(i) behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as in opdrag of op versoek van sy werkgever, 'n bedrag wat eweredig is aan die tydperk van sy afwesigheid en wat bereken is op grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde daarvan ontvang het, afgetrek kan word;

(ii) in enige bedryfsinrigting waar die gereelde weeklikse werkure minder as 42½ is, die werknemer vir die werklike getal ure gewerk teen die uurloon betaal kan word: Met dien verstande dat, behoudens hierdie subklousule, 'n werknemer 'n bedrag van minstens 40 maal die uurloon betaal moet word ten opsigte van 'n week se werk;

(5) Whenever an employee in consequence of the introduction of short-time in any establishment works for less or is paid for less than five full days during any period of four consecutive weeks, such employee's contract of employment shall be deemed to have been terminated by the employer in terms of clause 16 (2) upon the last day of such four weeks and the employer shall pay to the employee, in lieu of notice, the amounts provided for in clause 16 (2).

7. PAYMENT OF WAGES AND OVERTIME

(1) (a) An employer shall pay wages and other remuneration in sealed envelopes on which shall be reflected, or which shall be accompanied by a slip or statement showing—

- (i) the name and factory number of the employee;
- (ii) rate of pay;
- (iii) total hours worked;
- (iv) date up to which payment is made;
- (v) total amount contained in the envelope;
- (vi) details of all deductions [in terms of subclause (6)]; and
- (vii) the amounts paid in respect of work done on Sundays.

All such information shall be either machine-printed, or written in ink, or shall be a clear carbon copy. Such payments shall be made in cash weekly on Fridays during working hours, at the establishment of the employer within half an hour before the closing time of the establishment: Provided that, where an employee's services do not terminate on the ordinary pay-day of the establishment concerned, any amounts due to him shall be paid immediately upon such termination. This clause shall not apply to monthly-paid employees who are in receipt of R100 per month and over, clerical employees and travellers, who are provided for in paragraph (b) hereof.

(b) An employer shall pay wages to monthly paid employees who are in receipt of R100 per month and over, clerical employees and travellers who are engaged on a monthly basis, not later than the last day of each calendar month, or upon termination of their employment, if this should take place before the ordinary pay-day of the employee.

(c) Wages paid on Fridays in terms of subclause (a) shall be in respect of work for the week ending not earlier than Tuesday of the same week.

(2) On every day on which wages or other remuneration are payable in terms of subclause (1) (a)—

(a) every employer shall by 14h00 have available in cash in the establishment the full amount to be paid;

(b) the envelopes referred to in subclause (1) (a) of this clause shall be duly completed and sealed at least one hour before the closing time of the establishment.

(3) Where in any establishment work is performed by employees organised in sets or teams, every employee shall be paid his earnings by the employer in whose establishment the work is performed or by his representative.

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

(5) An employee other than a watchman, engaged on night shift, shall be paid not less than the remuneration prescribed for his class of work in clause 4 of this Agreement, plus 10 per cent.

(6) No employer shall make a deduction of any description from amounts due to an employee in respect of wages or overtime: Provided that—

(i) except where otherwise provided in this Agreement, whenever an employee is absent from work otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof, may be made;

(ii) in any establishment where the regular weekly hours of work are less than 42½, the employee may be paid for the actual number of hours worked at the hourly rate: Provided that subject to the provisions of this subclause, an employee shall be paid an amount not less than 40 times the hourly wage in respect of any week's work;

(iii) met die skriftelike toestemming van die werknemer, bedrae vir versekering- of pensioenfondse deur 'n werkgever afgetrek kan word;

(iv) bydraes tot die fondse van die Raad ingevolge klousule 19 van hierdie Ooreenkoms afgetrek moet word;

(v) bedrae deur die werkgever afgetrek moet word ingevolge enige geldende gepubliseerde Voorsorgfondsooreenkoms vir die Klerasienuwerheid (Natal);

(vi) die koste van skêre wat aan werknemers verskaf word, afgetrek kan word;

(vii) as daar as gevolg van die feit dat masjinerie per ongeluk stopgesit is, geen werk vir 'n werknemer beskikbaar is nie, die werkgever slegs vir tyd langer as een uur wat verloor is ten opsigte van sodanige stopsetting 'n bedrag van die loon van die werknemer kan aftrek;

(viii) 'n bedrag wat 'n werkgever regtens of deur 'n geregtelike proses verplig of toegelaat word om namens 'n werknemer te betaal, afgetrek kan word;

(ix) bydraes tot die Siekbystandsfonds ingevolge klousule 27 (3) van hierdie Ooreenkoms afgetrek moet word;

(x) bydraes tot die fondse van die vakvereniging ingevolge klousule 20 (3) van hierdie Ooreenkoms afgetrek moet word;

(xi) waar korttyd ingevoer is, die werknemer, behoudens klousule 6 van hierdie Ooreenkoms, betaal moet word vir die werklike tyd gewerk.

8. WERKURE EN OORTYDWERK

(1) Geen werkgever mag 'n werknemer toelaat om oortyd te werk nie tensy toestemming skriftelik van die Raad verkry is voor die verrigting van sodanige werk.

In dringende gevalle kan die Sekretaris voorlopige magtiging verleen wat tot die eersvolgende vergadering van die Raad geldig is.

(2) Geen werk mag sonder die toestemming van die Raad op Sondae of openbare vakansiedae verrig word nie.

(3) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgever—

(a) van 'n werknemer wat hoofsaaklik of uitsluitlik motorvoertuie dryf, arbeiders, versendingsverpakkers, werktuigkundiges en werknemers wat hoofsaaklik of uitsluitlik toesig hou oor die werk van sodanige werknemers, klerke en werknemers in 'n bestuurshoedanigheid, vereis of hom toelaat om—

(i) meer as 45 uur in 'n enkele week (uitgesonderd etenspouses) te werk nie;

(ii) meer as agt uur per dag van Maandag tot Vrydag en vyf uur op Saterdag te werk nie of, anders, meer as agt en 'n half uur per dag van Maandag tot Vrydag en twee en 'n half uur op Saterdag wanneer daar ses dae per week gewerk word;

(iii) om meer as nege uur op 'n enkele dag, uitgesonderd etenspouses, wanneer daar vyf dae per week gewerk word, te werk nie;

(b) van 'n ander werknemer wat nie in klousule 8 (3) (a) gespesifiseer word nie, vereis of hom toelaat om—

(i) meer as 42½ uur, uitgesonderd etenspouses, in 'n enkele week te werk nie;

(ii) meer as vyf dae in 'n enkele week te werk nie;

(iii) vir meer as agt en 'n half uur, uitgesonderd etenspouses op 'n enkele dag te werk nie;

(c) van 'n werknemer wat 'n vrou is, vereis of haar toelaat om—

(i) na 18h00 en voor 06h00 te werk nie; of

(ii) na 17h00 op meer as vyf dae in 'n enkele week te werk nie; of

(iii) na 13h00 op meer as vyf dae in 'n week in bedryfsinrigtings wat ses dae per week werk, te werk nie;

(d) van 'n werknemer vereis of hom toelaat om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat, vir die toepassing van hierdie paragraaf, werkdagte wat deur 'n pouse van minder as een uur onderbreek word, geag moet word aaneenlopend te wees.

(4) Ondanks subklousule (3) (a) en (b) en behoudens subklousule (6), kan 'n werkgever van 'n werknemer vereis of hom toelaat om oortyd vir 'n totale tydperk van hoogstens 10 uur in 'n enkele week te werk: Met dien verstande dat toestemming eers van die Raad ingevolge subklousule (1) verkry is: Voorts met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd—

(a) meer as twee uur op 'n dag te werk nie;

(b) op meer as drie opeenvolgende dae te werk nie;

(c) op meer as 60 dae in 'n jaar te werk nie;

(iii) with the written consent of the employee, deductions may be made by an employer for insurance or pension funds;

(iv) contributions to Council funds shall be deducted in terms of clause 19 of this Agreement;

(v) deductions shall be made by the employer in terms of any current published Provident Fund Agreement of the Clothing Industry (Natal);

(vi) the cost of scissors supplied to employees may be deducted;

(vii) if, owing to the accidental stoppage of machinery, no work is available for an employee, deductions may be made by the employer from the wage of such employee only for the time lost which is in excess of one hour in respect of each stoppage;

(viii) any amount which an employer is legally or by legal process compelled or permitted to pay on behalf of any employee may be deducted;

(ix) contributions to the Sick Benefit Fund shall be deducted in terms of clause 27 (3) of this Agreement;

(x) deductions for contributions to the funds of the trade union shall be made in terms of clause 20 (3) of this Agreement;

(xi) where short-time has been introduced, the employee shall, subject to the provisions of clause 6 of this Agreement, be paid for the actual time worked.

8. HOURS OF WORK AND OVERTIME

(1) No employer shall allow any employee to work overtime unless permission has been obtained, in writing, from the Council prior to the performance of such work.

In cases of urgency, the Secretary may issue provisional authority, which shall be valid until the next meeting of the Council.

(2) No work shall be performed on Sundays or public holidays without permission of the Council.

(3) Save as is otherwise provided for in this Agreement, no employer shall require or permit—

(a) any employee wholly or mainly engaged in driving vehicles, labourers, despatch packers, mechanics and employees wholly or mainly engaged in supervising the work of such employees, clerical employees and employees engaged in a managerial capacity, to work—

(i) for more than 45 hours in any one week (excluding meal intervals);

(ii) for more than eight hours per day from Monday to Friday and five hours on Saturdays, or alternatively, for more than eight and a half hours per day from Monday to Friday and two and a half hours on Saturdays when a six-day week is worked;

(iii) for more than nine hours on any one day excluding meal intervals when a five-day week is worked;

(b) any other employees not specified in clause 8 (3) (a) to work—

(i) for more than 42½ hours excluding meal intervals in any one week;

(ii) for more than five days in any one week;

(iii) for more than eight and a half hours excluding meal intervals on any one day;

(c) an employee who is a female to work—

(i) after 18h00 and before 06h00; or

(ii) after 17h00 or more than five days in any one week; or

(iii) after 13h00 on more than five days in any week in establishments in which a six-day week is worked;

(d) any employee to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that for the purposes of this paragraph, periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) Notwithstanding the provisions of subclause (3) (a) and (b) and save as is provided for in subclause (6), an employer may require or permit an employee to work overtime for a total period not exceeding 10 hours in any one week: Provided that permission has first been obtained from the Council in terms of subclause (1): Provided further that no employer shall require or permit a female employee to work overtime—

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

(b) on more than three consecutive days;

(c) on more than 60 days in any year;

(d) na voltooiing van haar gewone werkure meer as een uur op 'n dag te werk nie, tensy hy—

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

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

(iii) sodanige werknemer 'n toelae van minstens 15c betyds betaal het om haar toe te laat om 'n ete te bekom voordat die oortyd gaan begin.

(5) 'n Werknemer word, benewens enige tydperk wat hy werklik besig is om te werk, geag aan die werk te wees—

(a) gedurende die hele tydperk van 'n pouse in sy werk as hy nie vry is om die werkkamer van sy werkgever vir die hele sodanige pouse te verlaat nie;

(b) gedurende enige ander tydperk wat hy in die werkkamer van sy werkgever is:

Met dien verstande dat, as daar bewys word dat enige sodanige werknemer nie aan die werk was nie en dat dit hom vrygestaan het om die werkkamer gedurende enige gedeelte van enige sodanige tydperk te verlaat, die vermoede gemeld in hierdie subklousule nie ten opsigte van sodanige werknemer in verband met daardie gedeelte van sodanige tydperk van toepassing is nie.

(6) Alle ure wat daar langer gewerk word as die gewone ure voorgeskryf in subklousule (3) (a) en (b), word geag oortydwerk te wees. Ten opsigte van oortyd wat gewerk is, moet 'n werkgever—

(a) 'n werknemer wat uitsluitlik of hoofsaaklik goedere versend, aflewer of ontvang, drywers van motorvoertuie, arbeiders, werktuigkundiges en werknemers wat uitsluitlik of hoofsaaklik toesig hou oor die werk van sodanige werknemer, klerke en werknemers wat in 'n bestuurshoedanigheid diens doen, betaal teen minstens een en 'n half maal die weekloon voorgeskryf vir 'n werknemer van sy betrokke klas, gedeel deur 45;

(b) alle ander werknemers betaal teen minstens een en 'n half maal die weekloon gedeel deur 42½ as hulle tydwerkers is, en teen minstens een en 'n half maal die stukwerkloon as hulle stukwerkers is, of teen een en 'n half maal hul weekloon gedeel deur 42½, naamlik die grootste bedrag; Met dien verstande dat, indien oortydbesoldiging wat op 'n daaglikse grondslag bereken word, verskil van dié wat op 'n weeklikse grondslag bereken word, die grondslag wat vir die werknemer die gunstigste is, aanvaar moet word;

(c) 'n werknemer ten opsigte van oortyd wat langer as vier en 'n kwart uur op 'n Saterdag gewerk word teen dubbel die gewone uurloon betaal.

(7) *Werk op Sondae*.—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever of—

(a) sodanige werknemer—

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

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

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

(c) *Openbare vakansiedae*.—Wanneer 'n werknemer op die halfdag op die Donderdag voor Goeie Vrydag, of op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag, Gesinsdag of Nuwejaarsdag werk, moet sy werkgever hom benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie, betaal teen minstens sy gewone besoldiging ten opsigte van die totale tydperk op sodanige dag gewerk. Vir die toepassing van hierdie paragraaf het die uitdrukking "halfdag" dieselfde betekenis as wat daaraan in klousule 12 (1) geheg word.

(8) (a) Die volgende moet in elke bedryfsinrigting geïnstalleer en in 'n werkende toestand gehou word:

(i) Een of meer klokke of ander hoorbare seine wat outomaties moet werk en alle tye moet aandui waarop die werk moet begin en eindig;

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

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

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

(iii) paid such employee an allowance of not less than 15c in sufficient time to enable her to obtain a meal before the overtime is due to commence.

(5) An employee shall be deemed to be working in addition to any period during which he is actually working—

(a) during the whole of any interval in his work if he is not free to leave the workroom of his employer for the whole of such interval;

(b) during any other period during which he is in the workroom of his employer:

Provided that if it is proved that any such employee was not working and was free to leave the workroom during any part of any such period, the presumption provided for in this subclause shall not apply in respect of such employee with reference to that part of such period.

(6) All hours worked in excess of the ordinary hours prescribed in subclause (3) (a) and (b) shall be deemed to be overtime. In respect of overtime worked an employer shall pay to—

(a) an employee wholly or mainly engaged in the despatch, delivery or receipt of goods, drivers of motor vehicles, labourers, mechanics and employees wholly or mainly engaged in supervising the work of such employee, clerical employees and employees engaged in a managerial capacity, at a rate which is not less than one and a half times the weekly wage prescribed for an employee of his respective class divided by 45;

(b) all other employees, at a rate which is not less than one and a half times the weekly wage divided by 42½, if a time worker, and if a piece-worker at a rate which is not less than one and a half times the piece-work rates, or one and a half times his weekly wage divided by 42½, whichever is the greater: Provided that if overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted;

(c) an employee in respect of overtime worked on a Saturday which is in excess of four and a quarter hours, at double the ordinary hourly rate.

(7) *Sunday work*.—Whenever an employee works on a Sunday his employer shall either—

(a) pay to the employee—

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

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

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

(c) *Public holidays*.—Whenever an employee works on the half-day on the Thursday before Good Friday, or on Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day, Boxing Day or New Year's Day, his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day in addition to the remuneration to which he would have been entitled had he not so worked. For the purposes of this paragraph, the expression "half-day" shall have the same meaning as assigned to it in clause 12 (1).

(8) There shall be installed and maintained in working order in every establishment—

(a) one or more bells, or other audible signals, which shall operate automatically and indicate all times for starting and for stopping work;

(ii) een of meer tyd klokke waar werknemers moet in- en uitklok: Met dien verstande egter dat 'n werknemer betaal moet word vir die tyd wat hy gewerk het ondanks die feit dat hy nie in- of uitgeklok het nie.

(b) Tensy die skriftelike vrystelling van die Raad verkry word, moet elke werknemer, tensy hy weens siekte of ander onvermydelike oorsaak verhinder word, dag na dag persoonlik die werklike tydperke van sy aanwesigheid in die bedryfsinrigting inklok, en geen werknemer mag vir 'n ander werknemer in sodanige bedryfsinrigting inklok nie.

(9) Die werkgever moet aan elke werknemer ruspouses van minstens 15 minute gedurende die oggendwerktye en 10 minute gedurende die middagwerktye toestaan. Die ruspouses moet so na as doenlik aan die middel van elke oggende en middag toegestaan word en dié pouses moet gereken word as deel van die gewone werkure, maar geen werkgever mag van 'n werknemer vereis om werk gedurende sodanige pouse te verrig nie.

Vir die toepassing van hierdie subklousule word die eerste helfte van 'n werkskof van meer as vyf uur geag 'n oggendwerktydperk te wees en die tweede helfte van sodanige skof 'n namiddagwerktydperk.

(10) 'n Werkgever mag nie van 'n werknemer vereis om sonder sy toestemming oortyd te werk nie.

(11) 'n Werkgever mag nie 'n werknemer ontslaan of hom in sy diens benadeel nie omdat sodanige werknemer geweier het om oortyd te werk.

(12) Geen werkgever mag 'n werknemer toelaat om 'n nagskof te werk nie, tensy toestemming skriftelik en voor die verrigting van sodanige werk van die Nywerheidsraad verkry is. Die indiensneming van vroulike werknemers vir nagskofwerk word verbied.

(13) Behoudens subklousules (3) (d) en (9), moet alle werkeure op 'n dag agtereenvolgend wees.

(14) Hierdie klousule is nie op handelsreisigers, die motordrywers van handelsreisigers en wagte van toepassing nie.

(15) (a) 'n Werkgever moet aan elkeen van sy wagte een volle rusdag gedurende elke sewe agtereenvolgende dae toestaan, maar as 'n werkgever van sodanige werknemer vereis of hom toelaat om op sy rusdag te werk, word die ure wat daar gewerk word, geag nie deel van die gewone werkure uit te maak nie, en die werknemer moet vir sodanige werk 'n bedrag van minstens dubbel sy dagloon betaal word; of anders

(b) moet 'n werkgever sy nagwag, uitgesonderd 'n dagwerker, minstens ses rusdae in elke ses agtereenvolgende weke diens toestaan: Met dien verstande—

(i) dat hy geen bedrag ten opsigte daarvan van die loon van die wag mag aftrek nie;

(ii) dat 'n werkgever, in plaas daarvan dat hy sodanige rusdag aan sy wag toestaan, sodanige wag dubbel sy dagloon moet betaal ten opsigte van elke sodanige rusdag wat nie toegestaan is nie;

(iii) dat waar 'n wag se dienskontrak eindig voordat al die rusdae waarop hy uit hoofde van hierdie subklousule geregtig geword het, aan hom toegestaan is, sy werkgever hom 'n bedrag van minstens sy dagloon moet betaal ten opsigte van elke sodanige rusdag wat nie toegestaan is nie.

(iv) dat, vir die toepassing van hierdie subklousule, die uitdrukking "rusdag" 'n tydperk van 24 agtereenvolgende ure beteken wat bereken word vanaf die tyd waarop die wag gewoonlik met sy diens begin en "dagloon" die werknemer se weekloon gedeel deur ses beteken.

9. REGISTERS

(1) Alle registers wat ingevolge artikel 57 van die Wet of ingevolge hierdie Ooreenkoms in verband met lone gehou moet word, moet elke Vrydag teen 12h00 ingevul wees.

(2) Elke werkgever moet as deel van sy register 'n klokkaart wat gebruik moet word in verband met die tyd klokke soos in klousule 8 (8) gemeld, ten opsigte van elke werknemer hou vir elke week of deel van 'n week waarvoor lone verskuldig en betaalbaar is. Sodanige klokkaart moet die basiese dokument uitmaak vir die berekening van besoldiging.

(3) Alle klokkaarte of ander soorte registers moet ingevolge artikel 57 (4) van die Wet gehou word vir 'n tydperk van drie jaar na die datum van die register en moet op versoek beskikbaar wees vir inspeksie deur die agente van die Raad.

(4) Die Raad kan te eniger tyd en wel met die doel om hom daarvan te oortuig dat die Wet en hierdie Ooreenkoms nagekom word—

(a) enige boek, register of dokument van enige werkgever laat ondersoek, afgesien daarvan of sodanige boek, register of dokument ingevolge 'n wet gehou moet word en afgesien daarvan of dit by 'n bedryfsinrigting is of nie;

(b) one or more time clocks for the clocking in and clocking out of employees: Provided, however, that an employee shall be paid for the time which the employee has worked notwithstanding that the employee has not clocked in or clocked out;

(c) unless written exemption is obtained from the Council, every employee shall, unless prevented by sickness or other unavoidable cause, clock in in person day by day the actual periods of his attendance at the establishment, and no employee may clock in for any other employee in such establishment.

(9) The employer shall grant to each employee rest intervals of not less than 15 minutes during the morning work periods and 10 minutes during the afternoon work periods. Rest intervals shall be granted as nearly as practicable to the middle of each morning and afternoon and such intervals shall be reckoned as part of the usual working hours, but no employer shall require an employee to perform work during such interval.

For the purposes of this subclause the first half of any working shift of more than five hours shall be deemed to be a morning work-period, and the second half of any such shift, an afternoon work-period.

(10) An employer shall not require an employee to work overtime without his consent.

(11) An employer shall not dismiss or prejudice in his employment any employee by reason of such employee's refusal to work overtime.

(12) No employer shall allow an employee to work a night shift unless permission has been obtained, in writing, from the Council, prior to the performance of such work. The employment of female labour on night shift is prohibited.

(13) Save as provided for in subclauses (3) (d) and (9) all hours of work on any day shall be consecutive;

(14) The provisions of this clause shall not apply to travellers, travellers' drivers and watchmen.

(15) (a) An employer shall grant to each of his watchmen one full day of rest during every seven consecutive days, but, if an employer requires or permits such an employee to work on his day of rest, the hours worked shall be deemed not to be part of the ordinary hours of work, and the employee shall be paid for such work an amount of not less than double his daily wage; or alternatively

(b) an employer shall grant his watchmen, other than a daily employee, not less than six days of rest in every six consecutive weeks of employment: Provided that—

(i) he shall make no deduction from the watchman's wage in respect thereof;

(ii) an employer may, in lieu of granting his watchman any such day of rest, pay him double his daily wage in respect of each such day of rest not granted;

(iii) where a watchman's contract of employment terminates before he has been granted all the days of rest to which he has become entitled by virtue of this subclause, his employer shall pay him in respect of each such day of rest not granted an amount of not less than his daily wage;

(iv) for the purposes of this subclause the expression "day of rest" means a period of 24 consecutive hours calculated from the time the watchman normally commences duty, and "daily wage" means the employee's weekly wage divided by six.

9. RECORDS

(1) All records with regard to wages required to be kept in terms of section 57 of the Act or in terms of this Agreement, shall be completed by 12h00 on each Friday.

(2) Every employer shall keep as part of his records a clock card to be used in connection with the time clocks referred to in clause 8 (8) in respect of each employee for each week or part of a week for which wages are due and payable, such clock card to form the basic document for the computation of remuneration.

(3) All clock cards, or other types of records, shall, in accordance with the requirements of section 57 (4) of the Act be kept for a period of three years subsequent to the date of the record and, on request, shall be available for inspection by the agents of the Council.

(4) The Council may at any time, for the purpose of satisfying itself that the provisions of the Act and this Agreement are being complied with—

(a) cause to be investigated any books, records or documents of any employer, whether or not the same are required to be kept in terms of any law and whether or not the same are at any establishment;

- (b) van 'n werkgewer vereis om vir genoemde doel enigeen van of al sy boeke, registers of dokumente voor te lê;
- (c) sodanige boeke, registers of dokumente verwyder en hou vir dié tydperk wat vir genoemde doel wenslik geag word;
- (d) kopieë van sodanige boeke, registers of dokumente neem en hou.

10. WERK IN DIE KLÉRASIENYWERHEID

(1) Geen werkgewer mag van sy werknemers vereis om in ander persele as die volgende te werk nie en geen werknemer mag in sodanige ander persele werk nie:

(a) 'n Bedryfsinrigting wat deur sodanige werkgewer verskaf, uitgerus, onderhou en beheer word en wat ingevolge klousule 14 van hierdie Ooreenkoms by die Raad geregistreer moet wees; of

(b) 'n fabriek wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, No. 22 van 1941, geregistreer of aan registrasie onderworpe is en waarvan hy die okkuperder is.

(2) 'n Werkgewer mag nie toelaat dat enige werk in die Klérasienywerheid in 'n woonhuis verrig word nie.

(3) Geen werknemer wat by een bedryfsinrigting in diens is, mag werk in 'n ander bedryfsinrigting verrig nie sonder dat hy deur die eerste bedryfsinrigting ontslaan en deur die tweede bedryfsinrigting opnuut geregistreer is.

11. GETALVERHOUDING VAN WERKNEMERS

1. (a) *Snyers*.—Elke werkgewer moet 'n hoofsnier in diens hê voordat ander snyers in diens geneem word: Met dien verstande dat hy in 'n fabriek waar 20 masjiene of minder werk en waar hy die werk van 'n hoofsnier in sy inrigting doen, hy nie 'n werknemer van genoemde klas in diens hoef te hê nie. Enige sodanige werkgewer moet egter 'n assistent-hoofsnier in diens hê voordat hy ander snyers in diens neem. Hoogstens drie leerlingsnyers word vir elke gekwalifiseerde snier toegelaat. Vir doeleindes van getalverhouding word 'n assistent-hoofsnier geag 'n gekwalifiseerde snier te wees.

(b) *Werknemer graad I, man*.—Een gekwalifiseerde manlike werknemer moet in diens wees voordat 'n manlike leerling in diens geneem kan word, en die getal manlike leerlinge wat in diens geneem kan word, is hoogstens drie vir elke twee gekwalifiseerde manlike werknemers.

(c) *Werknemer graad I, vrou*.—Een gekwalifiseerde vroulike werknemer moet in diens wees voordat 'n vroulike leerling in diens geneem kan word, en die getal vroulike leerlinge wat in diens geneem kan word, is hoogstens twee vir elke gekwalifiseerde vroulike werknemer.

(d) *Werknemer graad II, man en vrou*.—Een gekwalifiseerde werknemer moet in diens wees voordat 'n leerling in diens geneem kan word, en die getal leerlinge wat in diens geneem kan word, is hoogstens drie vir elke gekwalifiseerde werknemer.

(e) *Afknippers*.—Ongeag paragraaf (d) hiervan, moet een gekwalifiseerde werknemer in diens wees voordat 'n leerling in diens geneem kan word, en die getal leerlinge wat in diens geneem kan word, is hoogstens drie vir elke gekwalifiseerde werknemer. Paragraaf (f) is nie op hierdie getalverhouding van toepassing nie.

(f) Gekwalifiseerde manlike of vroulike werknemers wat in paragraaf (b), (c) en (d) van hierdie subklousule gemeld word en wat oortollig is vir sover dit die vereistes van sodanige paragraaf betref, moet geag word gekwalifiseerde werknemers ooreenkomstig hierdie klousule te wees.

(2) Vir die toepassing van hierdie klousule kan 'n leerling wat minstens die loon van 'n gekwalifiseerde werknemer betaal word, geag word 'n gekwalifiseerde werknemer te wees en kan 'n vroulike werknemer wat nie minder as 'n gekwalifiseerde manlike werknemer verdien nie, geag word 'n gekwalifiseerde manlike werknemer te wees.

(3) Vir die toepassing van hierdie klousule mag 'n gekwalifiseerde werknemer wat kragtens 'n vrystelling minder betaal word as die loon wat vir gekwalifiseerde werknemers beding word, nie as 'n gekwalifiseerde werknemer behandel word nie.

(4) Geen werknemer wat om 'n ander rede as siekte vir 'n aaneenlopende tydperk van vier weke van die werk afwesig was, mag by die berekening van die getalverhouding in aanmerking geneem word nie.

12. VAKANSIEVERLOF

(1) Die halfdag op die Donderdag voor Goeie Vrydag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Gelofte dag, Kersdag, Gesinsdag en Nuwejaarsdag is vakansiedae met besoldiging, en betaling vir sodanige dae moet, behoudens subklousule (2) hiervan, voor of op die eerste

(b) for the said purpose require any employer to produce all or any of his books, records or documents;

(c) remove and retain the same for such period as may be desirable for the said purpose;

(d) take and retain copies of any such books, records or documents.

10. WORK IN THE CLOTHING INDUSTRY

(1) No employer shall require his employees to work and no employee shall work in premises other than—

(a) an establishment provided, equipped, maintained and controlled by such employer, and which shall be registered with the Council in terms of clause 14 of this Agreement; or

(b) in a factory registered or liable to registration under the Factories, Machinery and Building Work Act, Act 22 of 1941, of which he is the occupier.

(2) An employer shall not allow any work in the Clothing Industry to be performed in a dwelling-house.

(3) No employee engaged in the employ of one establishment may perform work in another establishment without first having been discharged by the first establishment and re-registered by the second establishment.

11. PROPORTION OR RATIO OF EMPLOYEES

(1) (a) *Cutters*.—Every employer shall employ a head cutter before employing any cutters: Provided that in a factory where 20 machines or less are operated and where the employer performs the duties of a head cutter in his establishment he need not employ an employee of the said class. Any such employer shall however employ an assistant head cutter before employing any cutters. Not more than three learner cutters shall be employed to each qualified cutter. For ratio purposes an assistant head cutter would count as a qualified cutter.

(b) *Grade I employee, male*.—One qualified male employee shall be employed before a male learner may be employed and the number of male learners who may be employed shall not exceed three learners to each two qualified male employees.

(c) *Grade I employee, female*.—One qualified female employee shall be employed before a female learner may be employed and the number of female learners who may be employed shall not exceed two learners to each qualified female employee.

(d) *Grade II employee, male and female*.—One qualified employee shall be employed before a learner may be employed and the number of learners who may be employed shall not exceed three learners to each qualified employee.

(e) *Cleaners*.—Notwithstanding the provisions of paragraph (d) hereof, one qualified employee shall be employed before a learner may be employed and the number of learners who may be employed shall not exceed three learners to each qualified employee. The provisions of paragraph (a) shall not apply to this ratio.

(f) Qualified male or female employees referred to in paragraphs (b), (c) and (d) of this subclause and surplus to the requirements of such paragraphs, shall be deemed to be qualified employees in terms of this clause.

(2) For the purposes of this clause, a learner who is being paid not less than the wage of a qualified employee may be deemed to be a qualified employee, and a female employee earning not less than a qualified male employee may be deemed to be a qualified male employee.

(3) For the purposes of this clause a qualified employee who under exemption is paid less than the wage stipulated for qualified employees shall not be treated as a qualified employee.

(4) No employee who has been absent from work for a continuous period of four weeks for any reason except illness, shall be taken into account when calculating ratio.

12. HOLIDAY LEAVE

(1) Half-day on the Thursday before Good Friday, Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day, Boxing Day and New Year's Day shall be paid holidays and, subject to subclause (2) hereof, payment for such days shall be made not later than the first

betaaldag ná sodanige dag geskied. Indien enigeen van die openbare vakansiedae in hierdie subklousule bedoel, op 'n Saterdag val, moet elke werknemer ten opsigte van elke sodanige dag die loon betaal word waarop hy geregtig sou gewees het vir 'n gewone werkdag. Vir die toepassing van hierdie subklousule beteken "halfdag", in die geval van werknemers in klousule 8 (3) (a) bedoel, vier en 'n half uur onmiddellik ná begintyd en, in die geval van werknemers in klousule 8 (3) (b) bedoel, vier en 'n kwart uur onmiddellik ná begintyd.

(2) (a) Behoudens subklousule (9) van hierdie klousule, moet elke werkgewer elke jaar waartydens hierdie Ooreenkoms in werking is, tussen 15 Desember en die daaropvolgende 15 Januarie, aan elkeen van sy werknemers, hetsy in diens op stukwerk of op tydwerk, wat 'n aaneenlopende tydperk van minstens 12 maande in sy diens was voor die datum waarop verlof toegestaan word, minstens drie agtereenvolgende weke vakansieverlof toestaan met 15 dae se loon, asook drie dae se besoldiging ten opsigte van Kersdag, Gesinsdag en Nuwejaarsdag wat in sodanige verloftydperk val. Met dien verstande dat indien Geloftegedag binne die tydperk van vakansieverlof val, dit met volle besoldiging vir genoemde tydperk vakansieverlof gevoeg moet word. Vir die toepassing van hierdie subklousule beteken "dag se loon" die weekloon gedeel deur vyf.

(b) Elke werkgewer moet voor 30 November elke jaar die Raad in kennis stel van die datums waarop sy fabriek vir jaarlikse vakansieverlof gesluit sal wees.

(3) (a) Behalwe soos in subklousule (4) (d) bepaal, moet elke werkgewer by die Raad 'n waarborg indien wat vir die Raad aanneemlik is, om die betaling te dek van vakansiebesoldiging verskuldig aan sy werknemers vir die tydperk wat hulle gedurende elke jaar gewerk het, of anders moet hy maandeliks aan die Sekretaris van die Raad, Posbus 18354, Dalbridge, 4014, die vakansiebesoldiging stuur wat aan elk van sy werknemers verskuldig is, teen een kwart van 'n week se besoldiging vir elke voltooide 30 dae diens, en sodanige betaling moet geskied binne 10 dae na die einde van elke kalendermaand waarop dit betrekking het. Met dien verstande dat die vakansiebesoldiging vir die maande November en Desember, wat besoldiging vir Geloftegedag, Kersdag, Gesinsdag en Nuwejaarsdag moet insluit, voor of op 7 Desember van elke jaar aan die Sekretaris van die Raad gestuur moet word, en die totale sodanige verlofbesoldiging moet voor die daaropvolgende 24 Desember deur die Raad onder die betrokke werknemers verdeel word.

(b) 'n Werknemer wie se diens beëindig word voor die datum waarop verlof toegestaan moet word ingevolge subklousule (2) (a), moet vakansiebesoldiging betaal word teen een en 'n kwart van 'n dag se besoldiging vir elke voltooide 30 dae diens. In die geval van 'n werkgewer wat 'n goedgekeurde waarborg ingevolge subklousule (3) (a) verskaf het, moet sodanige vakansiebesoldiging deur die werkgewer betaal word op die datum waarop die werknemer se diens beëindig word. Waar die werknemer se vakansiebesoldiging aan die Raad betaal is soos in subklousule (3) (a) bepaal, moet die vakansiebesoldiging deur die Raad aan die werknemer betaal word binne 'n tydperk van drie weke na die datum waarop aansoek om betaling by die Raad gedoen word. Vakansiebesoldiging is nie verskuldig of betaalbaar aan 'n persoon wat die diens verlaat het nie.

(c) 'n Werkgewer moet aan 'n werknemer wat op die datum waarop verlof toegestaan word, nie 12 maande ononderbroke diens by hom voltooi het nie, verlof toestaan vir 'n soortgelyke tydperk as dié in subklousule (2) (a) genoem: Met dien verstande dat, in die geval van 'n werkgewer wat 'n goedgekeurde waarborg ingevolge subklousule (3) (a) verskaf het, hy aan die werknemer slegs verlofbesoldiging teen een en 'n kwart van 'n dag se besoldiging vir elke voltooide 30 dae diens moet betaal (asook betaling ten opsigte van Kersdag, Gesinsdag en Nuwejaarsdag en betaling ten opsigte van Geloftegedag waar dit binne die verloftydperk val).

(4) (a) Alle vakansiebesoldiging wat deur die Raad ontvang word, moet in trust gehou word. Die verskil tussen die vakansiebesoldiging wat ingevolge subklousule (3) (a) en (b) deur die Raad aan werknemers betaal word en die bedrag vakansiebesoldiging wat ingevolge subklousule (3) (a) deur die werkgewer aan die Raad betaal word, moet voor of op 31 Januarie van die volgende jaar aan die werkgewer terugbetaal word.

(b) 'n Lys van die werknemers aan wie die werkgewer die vakansiebesoldiging moet betaal soos in subklousule (2) (a) hiervan bepaal, met vermelding van die nommer van die Raad, naam, besoldigingskaal, dienstdynerk waarvoor verlofbesoldiging verskuldig is en die bedrag aan verlofbesoldiging wat aan elke sodanige werknemer verskuldig is, moet voor of

pay-day succeeding such day. Should any of the public holidays referred to in this subclause fall on a Saturday each employee shall be paid in respect of each such day the wage he would have been entitled to for a normal working day. For the purposes of this subclause "half-day" means, in the case of employees referred to in clause 8 (3) (a), four and a half hours immediately after starting time and in the case of employees referred to in clause 8 (3) (b), four and a quarter hours immediately after starting time.

(2) (a) Every employer shall, each year during which this Agreement is in operation, subject to the provisions of subclause (9) of this clause, between 15 December and 15 January ensuing, grant to each of his employees, whether employed on piece-work or on time-work, who has been in his employ for a continuous period of not less than 12 months prior to the date of granting leave, not less than three consecutive weeks' holiday leave at 15 days' wages, plus three days pay in respect of Christmas Day, Boxing Day and New Year's Day falling within such leave period: Provided that when Day of the Covenant falls within the period of holiday leave, it shall be added to the said period of holiday on full pay. For the purposes of this subclause "day's wage" shall mean the weekly wage divided by five.

(b) Every employer shall prior to 30 November of each year advise the Council of the dates during which his factory will be closed for annual leave.

(3) (a) Save as provided for in subclause (4) (d) every employer shall lodge with the Council a guarantee acceptable to the Council to cover the payment of holiday pay due to his employees for the period worked by them during each year or, alternatively forward monthly to the Secretary of the Council, P.O. Box 18354, Dalbridge, 4014, holiday pay due to each of his employees, at the rate of one-quarter of a week's pay for each completed 30 days of service, such payments to be made not later than 10 days after the end of each calendar month to which it refers: Provided that the holiday pay for the months November and December which shall include payment for Day of the Covenant, Christmas Day, Boxing Day and New Year's Day shall be forwarded to the Secretary of the Council not later than 7 December of each year and the total of such leave pay shall be distributed by the Council to the employees concerned not later than 24 December following.

(b) An employee whose services are terminated before the date on which leave is to be granted in terms of subclause (2) (a) shall be paid holiday pay amounting to one and a quarter of a day's pay for each completed 30 days' service. Such holiday pay shall, in the case of an employer who has put up an approved guarantee in terms of subclause (3) (a) be paid by the employer upon the date the employee's services are terminated. Where the employee's holiday pay has been paid to the Council as provided for in subclause (3) (a) the holiday pay shall be paid to the employee by the Council within a period of three weeks from the date on which application for payment is made to Council. Holiday pay shall not be due or payable to a person who has deserted from service.

(c) An employer shall grant to an employee who at the date of granting leave has not completed 12 months' continuous employment with him, leave for a similar period to that referred to in subclause (2) (a): Provided that in the case of an employer who has put up an approved guarantee in terms of subclause (3) (a), he shall only pay the employee leave pay at the rate of one and a quarter of a day's pay for each completed 30 days' service (plus payment in respect of Christmas Day, Boxing Day and New Year's Day and payment in respect of Day of the Covenant where it falls within the period of leave).

(4) (a) All holiday pay received by the Council shall be held in trust. The difference between holiday pay paid by the Council to employees in terms of subclause 3 (a) and (b), and the amount of holiday pay paid by the employer to the Council in terms of subclause 3 (a) shall be refunded to the employer not later than 31 January of the following year.

(b) A list of employees who are to be paid holiday pay by the employer as provided for in subclause (2) (a) hereof, showing Council number, name, rate of pay, period of employment for which leave pay is due and amount of leave pay

op 7 Desember elke jaar deur die werkgewer aan die Raad gestuur word.

(c) Wanneer 'n garant die Raad meedeel dat 'n waarborg vir die vakansiebesoldiging teruggetrek gaan word, moet die Raad die werkgewer skriftelik van sodanige terugtrekking in kennis stel en moet die werkgewer binne die opseggingstermyn wat deur die garant gegee word, 'n nuwe waarborg ingevolge subklousule (3) (a) van hierdie klousule by die Raad indien.

(d) Alle waarborge wat ingevolge 'n vorige gepubliseerde ooreenkoms aan die Raad verskaf is, word geag ingevolge hierdie Ooreenkoms verskaf te gewees het.

(5) 'n Werkgewer wat sy fabriek vir enige tydperk tussen 15 Desember en die daaropvolgende 15 Januarie sluit ten einde aan sy werknemers hul jaarlikse vakansie plus wettelijke vakansiedae toe te staan, kan sy fabriek vir 'n tydperk van hoogstens vier weke sluit sonder dat hy daarvoor aanspreeklik is om lone wat meer is as die bedrae wat ingevolge subklousule (2) hiervan verskuldig is, ten opsigte van sodanige tydperk aan 'n werknemer te betaal.

(6) 'n Tydperk wat 'n werknemer—

- (a) met verlof ooreenkomstig hierdie klousule is; of
- (b) militêre diens ingevolge die Verdedigingswet, 1957, ondergaan; of
- (c) van sy werk afwesig is in opdrag of op versoek van die werkgewer; of
- (d) van sy werk afwesig is weens siekte;

word by die toepassing van subklousules (1), (2) en (3) hiervan geag 'n tydperk van diens te wees: Met dien verstande dat—

(i) paragraaf (d) nie van toepassing is nie ten opsigte van enige tydperk van afwesigheid, weens siekte, van meer as drie agtereenvolgende dae, as die werknemer—wat nie 'n werknemer soos in subparagraaf (ii) bedoel, is nie—versuim om, nadat hy deur die werkgewer daartoe versoek is, 'n sertifikaat aan die werkgewer voor te lê wat uitgereik is deur 'n mediese beampte van die Siektebystandsfonds wat ingevolge klousule 27 aangestel is, en waarin verklaar word dat hy weens siekte verhinder was om sy werk te doen, of 'n sertifikaat ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige 12 maande diens wat meer as 30 dae beloop: Met dien verstande dat klerke of handelsreisigers sodanige sertifikaat van enige praktisyn kan voorleë;

(ii) daar nie van 'n werknemer wie se werkgewer ingevolge 'n wet van die Parlement voorsiening vir die versorging en behandeling van sodanige werknemer moet maak wanneer hy siek of beseer is, vereis mag word om 'n sertifikaat deur 'n mediese praktisyn ten opsigte van enige tydperk van afwesigheid soos in subparagraaf (i) bedoel, in te dien nie;

(iii) paragraaf (b) nie van toepassing is nie ten opsigte van enige tydperk van militêre diens ingevolge die Verdedigingswet, 1957, wat vir langer as vier maande in daardie jaar ondergaan is.

(7) 'n Werkgewer kan met sy werknemers wat R100 of meer per maand ontvang, klerke, handelsreisigers, drywers van motorvoertuie, voormanne, voorvroue, werktuigkundiges, wage of werknemers wat uitsluitlik persele skoonmaak of goedere of boodskappe aflewer, onderlinge reëlings tref om hul jaarlikse vakansieverlof te neem gedurende 'n ander tydperk as dié tussen 15 Desember en die daaropvolgende 15 Januarie: Met dien verstande dat sodanige verlof toegestaan moet word binne twee maande na die voltooiing van die jaar diens waarop dit betrekking het.

(8) Die Raad kan verlobbesoldiging namens werknemers hou vir 'n tydperk van ses maande vanaf die datum waarop dit aan sodanige werknemers verskuldig geword het of tot aan die einde van die kalenderjaar, naamlik die laaste datum, en as dit nie binne genoemde tydperk opgeëis word nie, word sodanige verlobbesoldiging aan die algemene fondse van die Raad verbeur: Met dien verstande dat 'n werknemer by die Raad aansoek kan doen om betaling van sy verlobbesoldiging na die verstryking van genoemde tydperk en dat die Raad sodanige aansoek op grondslag van verdienste moet oorweeg.

(9) Alle betalings vir verlof of openbare vakansiedae waarop 'n werknemer kragtens subklousules (1) tot (10) van hierdie klousule geregtig is, geskied teen die loon waarop sodanige werknemer kragtens klousule 4 van hierdie Ooreenkoms geregtig is.

(10) 'n Werkgewer moet minstens 30 dae vooraf voorlopig en minstens 15 dae vooraf definitief kennis gee van die datum waarop die jaarlikse verlof sal begin deur sodanige kennisgewing(s) te vertoon in 'n opvallende plek in die fabriek wat vir die werknemers geradelik toeganklik is.

due to each such employee shall be forwarded by the employer to the Council not later than 7 December of each year.

(c) Whenever a guarantor advises the Council that a guarantee for holiday pay is to be withdrawn, the Council shall notify the employer, in writing, of such withdrawal and the employer shall within the notice period given by the guarantor lodge a fresh guarantee with the Council in terms of subclause (3) (a).

(d) All guarantees furnished to the Council in terms of a previous published agreement shall be deemed to have been furnished in terms of this Agreement.

(5) An employer who closes his factory for any period between 15 December and 15 January ensuing in order to grant his employees their annual holidays plus statutory holidays, may close for a period not exceeding four weeks without being liable for the payment to any employee of any wages in excess of the amounts due in terms of subclause (2) hereof, in respect of such period.

(6) Any period during which an employee—

- (a) is on leave in terms of this clause; or
- (b) undergoes any military service in pursuance of the Defence Act, 1957; or
- (c) is absent from work on the instructions or at the request of the employer; or
- (d) is absent from work owing to illness;

shall be deemed to be a period of employment for the purposes of subclauses (1), (2) and (3) hereof: Provided that—

(i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee, not being an employee referred to in subparagraph (ii) fails, after a request for such certificate by the employer to submit to the employer a certificate issued by a Sick Benefit Fund medical officer appointed in terms of clause 27 that he was prevented by illness from doing his work or in respect of that part of any total period of absence during any 12 months employment which is in excess of 30 days: Provided that clerical employees or travellers may produce such certificate from any practitioner;

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

(iii) the provisions of paragraph (b) shall not apply in respect of any period of military service in pursuance of the Defence Act, 1957, in excess of four months undergone in that year.

(7) An employer may make mutual arrangements with his employees in receipt of R100 per month or more, clerical employees, travellers, drivers of motor vehicles, foremen, forewomen, mechanics, watchmen, or employees solely engaged in cleaning premises or in the delivery of goods or messages, to take their annual holiday leave at a period other than between 15 December and 15 January ensuing: Provided that such leave shall be granted within two months of the completion of the year of employment to which it relates.

(8) Leave pay may be held by the Council on behalf of employees for a period of six months from the date on which it became due to such employees or to the end of the calendar year, whichever is the later, and if unclaimed within the said period such leave pay shall be forfeited to the general funds of the Council: Provided that an employee may make application to the Council for payment of his leave pay after the expiry of the said period and such application shall be considered by the Council on its merits;

(9) All payments for leave or public holidays to which an employee is entitled under subclauses (1) to (10) of this clause shall be made at the rate of wage to which such employee is entitled in terms of clause 4 of this Agreement;

(10) An employer shall give not less than 30 days' provisional notice and not less than 15 days' definite notice of the date on which annual leave will commence by exhibiting such notice(s) in a prominent place in the factory readily accessible to the employees.

(11) Die verloftydperk wat voorgeskryf word, mag nie saamval nie met enige tydperk waartydens 'n werknemer kennis van diensbeëindiging ontvang het of waartydens daar van hom vereis word om militêre diens ingevolge die Verdedigingswet, 1957, te ondergaan.

(12) Vakansiebesoldiging ingevolge hierdie klousule aan 'n werknemer verskuldig aan die einde van elke jaar moet bereken word teen die loon wat 'n werknemer verdien het toe sy verlof in Desember van elke jaar begin het.

(13) Indien 'n werknemer se diens deur sy werkgever gedurende November of Desember in enige jaar beëindig word om ander redes as ontslag sonder kennisgewing of om 'n regsgeldige rede, moet sodanige werknemer vakansiebesoldiging betaal word vir Geloftedag, Kersdag en Gesinsdag benewens enige vakansiebesoldiging aan hom verskuldig vir die tydperk wat hy gedurende die jaar gewerk het.

13. PREMIES

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

14. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgever wat dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne 30 dae na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgever wat na daardie datum tot die Nywerheid toetree, moet binne sewe dae na die datum waarop hy met sy werksaamhede begin het, aan die Sekretaris van die Raad, Posbus 18354, Dalbridge, 4014, per geregistreerde pos die volgende besonderhede stuur wat op skrif gestel en deur hom onderteken moet word:

- (a) Die handelsnaam en besigheidsadres van die bedryfsinrigting;
- (b) die volle name en woonadresse van alle vennote en/of direkteure;
- (c) die volle naam en woonadres van die verantwoordelike bestuurder;
- (d) die seksie of seksies van die Nywerheid waarby die bedryfsinrigting betrokke is;
- (e) die datum waarop die werksaamhede begin het.

(2) Elke werkgever moet die Raad skriftelik en per geregistreerde pos in kennis stel van alle wysigings ten opsigte van besonderhede wat ingevolge subklousule (1) (a) tot (e) van hierdie klousule verstrekk is, en daar moet binne 14 dae na sodanige verandering aldus kennis gegee word.

(3) Behoudens subklousule (6), moet elke werkgever in die Nywerheid op die datum van inwerkingtreding van hierdie Ooreenkoms en elke werkgever wat na daardie datum tot die Nywerheid toetree, binne sewe dae na sodanige datum of die datum waarop sodanige werkgever met sy werksaamhede begin het, na gelang van die geval, by die Raad 'n waarborg indien en te alle tye daarna 'n waarborg by die Raad hê wat vir die Raad aanneemlik is en wat die betaling dek van een week se lone soos in klousule 4 van hierdie Ooreenkoms vir sy werknemers voorgeskryf en ook 12 weke se heffings wat betaalbaar is ingevolge klousules 19 en 27 en klousule 6 van die gepubliseerde Voorsorgfondsooreenkoms van die Raad.

(4) Wanneer kontant by die Raad gedeponeer word as 'n waarborg vir een week se lone en heffings, moet sodanige geld belê word in 'n spaarrekening by 'n bouvereniging of 'n bank wat geregistreer is ingevolge onderskeidelik die Bouverenigingswet, 1965, of die Bankwet, 1965. Enige rente wat daarop oploop, moet voor 31 Januarie van elke jaar deur die Raad aan die werkgever betaal word.

(5) Wanneer 'n garant die Raad meedeel dat 'n waarborg vir een week se lone en 12 weke se heffings teruggetrek gaan word, moet die Raad die werkgever skriftelik van sodanige terugtrekking in kennis stel en moet die werkgever binne die opseggingstermyn wat deur die garant gegee word, 'n nuwe waarborg ingevolge subklousule (3) by die Raad indien.

(6) Alle waarborge wat ingevolge 'n vorige gepubliseerde ooreenkoms aan die Raad verskaf word, moet geag word ingevolge hierdie Ooreenkoms verskaf te gewees het: Met dien verstande dat die Raad te eniger tyd 14 dae kennis aan die werkgever kan gee dat enige sodanige waarborg nie meer aanneemlik is nie, en die werkgever moet binne sodanige tydperk van 14 dae 'n nuwe waarborg verskaf wat vir die Raad aanneemlik is.

(7) Wanneer die Raad ook al 'n waarborg wat ingevolge subklousule (3) ingedien is, nie meer aanneemlik ag nie, moet die Raad die werkgever skriftelik van sodanige besluit in kennis stel en die werkgever moet binne 14 dae na sodanige skriftelike kennisgewing 'n nuwe waarborg ingevolge subklousule (3) by die Raad indien.

(11) The period of leave prescribed shall not run concurrently with any period during which an employee is under notice of termination of employment or is required to undergo military service in pursuance of the Defence Act, 1957.

(12) Holiday pay due to employees at the end of each year in terms of this clause, shall be calculated at the rate of pay an employee was earning when his leave commenced in December of each year.

(13) Should an employee's services be terminated by his employer during November or December in any year for reasons other than dismissal without notice or for any cause recognised by law as sufficient, such employee shall be paid holiday pay for Day of the Covenant, Christmas Day and Boxing Day in addition to any holiday pay due to him for the period worked by him during the year.

13. 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.

14. REGISTRATION OF EMPLOYERS

(1) Every employer who has not already done so in pursuance of a previous agreement shall, within 30 days of the date upon which this Agreement comes into operation, and every employer entering the Industry after that date shall, within seven days of the date he commence operations, forward to the Secretary of the Council, P.O. Box 18354, Dalbridge, 4014, by registered post, the following particulars which shall be in writing and signed by him:

- (a) The trading name and business address of the establishment;
- (b) the full names and residential addresses of all partners and/or directors;
- (c) the full name and residential address of the responsible manager;
- (d) section or sections of the Industry in which the establishment is engaged;
- (e) date of commencing operations.

(2) Written notification shall be sent by registered post to the Council by every employer of any alteration in respect of any details supplied in terms of subclause (1) (a) to (e) of this clause, and such notification shall be given within 14 days of such alteration.

(3) Save as provided in subclause (6), every employer in the Industry at the date of coming into operation of this Agreement and every employer who enters the Industry after that date shall within seven days of such date or of the date on which such employer commenced operations, as the case may be, lodged with the Council and at all times thereafter have with the Council a guarantee acceptable to the Council to cover the payment of one week's wages as prescribed in clause 4 of this Agreement for his employees and also to cover 12 weeks' levies due in terms of clauses 19 and 27 and clause 6 of the published Provident Fund Agreement of the Council.

(4) Whenever cash is deposited with the Council as a guarantee for one week's wages and levies such money shall be invested in a savings account with a building society or a bank registered in terms of the Building Societies Act, 1965, or the Banks Act, 1965, respectively. Any interest accruing thereon shall be paid to the employer by the Council not later than 31 January of each year.

(5) Whenever a guarantor advises the Council that a guarantee for one week's wages and 12 weeks' levies is to be withdrawn, the Council shall notify the employer, in writing, of such withdrawal and the employer shall within the notice period given by the guarantor lodge a fresh guarantee with the Council in terms of subclause (3).

(6) All guarantees furnished to the Council in terms of a previous published agreement shall be deemed to have been furnished in terms of this Agreement: Provided that the Council may at any time give the employer 14 days' notice to the effect that any such guarantee is no longer acceptable and the employer shall within such period of 14 days lodge a fresh guarantee acceptable to the Council.

(7) Whenever the Council considers that a guarantee lodged in terms of subclause (3) is no longer acceptable, the Council shall notify the employer, in writing, of such decision and the employer shall within 14 days of such written notification lodge a fresh guarantee with the Council in terms of subclause (3).

15. INDIENSNEMING EN DIENSBEEÏNDIGING

(1) Voordat 'n werkgewer 'n aansoeker om werk in diens neem, moet hy van die aansoeker vereis om 'n verslagkaart van ondervinding te toon, uitgereik deur die Raad in die vorm van Aanhangel A van hierdie Ooreenkoms.

By indiensneming moet die werkgewer onmiddellik—

(a) sy fabriek se naam, die datum van indiensneming, beroep, loon by indiensneming en die totale vorige ondervinding in die toepaslike kolomme van die dienskaart invul en die kaart in veilige bewaring hou sodat daar by die diensbeëindiging van die werknemer daarmee handel kan word ooreenkomstig subklousule (3) van hierdie klousule;

(b) 'n "Registrasie van werknemer"-vorm (Aanhangel F van hierdie Ooreenkoms) in drievoud invul, die oorspronklike voor of op die Vrydag van elke week aan die Raad stuur, aan die werknemer die duplikaatkopie gee en die triplikaatkopie vir rekorddoeleindes behou;

(c) in die geval van 'n aansoeker om werk wat 'n nuweling in die Nywerheid is en/of 'n aansoeker wat nie 'n dienskaart van die Raad kan toon nie die "Registrasie van werknemer"-vorm (Aanhangel F van hierdie Ooreenkoms) in drievoud invul en die aansoeker met die oorspronklike en die duplikaatkopie na die Raad se kantore stuur, waar aan hom 'n registrasienommer van die Raad toegeken en 'n dienskaart van die Raad uitgereik sal word en hy in diens van die werkgewer geregistreer sal word.

Die werkgewer moet die triplikaatkopie vir rekorddoeleindes hou. Die werkgewer moet die dienskaart van die werknemer verkry voordat hy begin werk en die werkgewer moet dit behou totdat die werknemer se diens beëindig word en daar met die dienskaart handel word ooreenkomstig subklousules (3) en (4).

(2) 'n Werkgewer moet die diensrekordkaart van 'n werknemer wat van die een kategorie na 'n ander oorgeplaas is, binne sewe dae na sodanige oorpasing vir wysiging aan die Raad stuur indien laasgenoemde kategorie 'n hoër besoldiging vereis.

(3) Die werkgewer moet die diensrekordkaart hou totdat die werknemer sy diens verlaat, en daarna moet hy die datum van diensbeëindiging, die beroep en die besoldiging by diensbeëindiging op die kaart inskryf en dit aan die werknemer oorhandig nadat hy dit onderteken het.

(4) Op die Vrydag van die week waarin 'n werknemer se diens beëindig word, moet die werkgewer 'n verslag (in die vorm van Aanhangel B van hierdie Ooreenkoms) van die diensbeëindiging aan die Raad stuur.

(5) Die Raad het die bevoegdheid om 'n diensrekordkaart in te trek wat later blyk verkeerde inligting te bevat. Die Raad moet, wanneer die korrekte inligting aan hom verstrekk is, 'n nuwe kaart in die plek daarvan uitreik.

16. DIENSBEEÏNDIGING

(1) 'n Werkgewer of 'n werknemer moet—

(a) in die geval van 'n weekliks besoldigde werknemer, minstens een week skriftelik kennis gee van sy voorneme om die dienskontrak te beëindig, en sodanige kennisgewingstermyn begin op die werknemer se gewone betaaldag;

(b) in die geval van 'n maandeliks besoldigde werknemer, minstens twee weke skriftelik kennis gee van sy voorneme om die dienskontrak te beëindig, en sodanige kennisgewingstermyn begin op die eerste of die 15de dag van 'n kalendermaand.

(2) 'n Werkgewer of 'n werknemer kan die dienskontrak sonder kennisgewing beëindig deur, in plaas van kennis te gee, die loon en/of vakansiebesoldiging wat aan die werknemer verskuldig is, aan hom te betaal, of aan die werkgewer te betaal of te verbeur, na gelang van die geval, en wel 'n bedrag van minstens—

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

(b) in die geval van 'n maandeliks besoldigde werknemer, twee weke se loon.

(3) Subklousules (1) en (2) hiervan raak nie die volgende nie:

(a) Die reg van 'n werknemer of 'n werkgewer 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 kennisgewingstermyn wat langer is as een week, en in so 'n geval moet die loon wat in plaas van kennisgewing betaal moet word, dienoreenkomstig vermeerder word. Met dien verstande egter dat 'n werknemer wat in enige week in opdrag van die werkgewer korttyd werk, sy dienskontrak te eniger tyd nadat daar aldus

15. ENGAGEMENTS AND TERMINATION OF EMPLOYMENT

(1) An employer shall, before engaging an applicant for work, require the applicant to produce a record of experience card issued by the Council in the form of Annexure A to this Agreement.

The employer shall forthwith upon engagement—

(a) enter in the relevant columns of the service card, the name of his factory, the date of engagement, occupation, wage on engagement and total previous experience and shall retain the card in safekeeping so that it can be dealt with in terms of subclause (3) of this clause upon termination of service of the employee;

(b) complete a "Registration of Employee" form (Annexure F to this Agreement) in triplicate, forward the original to the Council not later than Friday of each week, hand the duplicate copy to the employee and retain the triplicate copy for his records;

(c) in the case of an applicant for work who is a new entrant into the Industry and/or an applicant who cannot produce a Council service card, complete the "Registration of Employee" form (Annexure F to this Agreement) in triplicate and send the applicant with the original and duplicate copy to the Council offices where he will be allocated a Council registration number, be issued with a Council service card and be registered in the employ of the employer.

The triplicate copy shall be retained by the employer for his records. The employer shall acquire the service card of the employee before he commences work and the employer shall retain same until the employee's services are terminated and the service card is dealt with in terms of subclauses (3) and (4).

(2) An employer shall forward to the Council for amendment the record of service card of any employee who is transferred from one category to another, the latter of which requires a higher rate of remuneration, within seven days of such transfer.

(3) The record of service card shall be retained by the employer until the employee leaves his employ, whereupon he shall enter on the card the date of termination of employment, the occupation and the rate of pay on termination, and return the card to the employee after signing it.

(4) On the Friday of the week during which an employee's services are terminated, the employer shall forward to the Council a report of termination of service (which shall be in the form of Annexure B to this Agreement).

(5) The Council shall have the power to withdraw any record of service card which is subsequently found to contain incorrect information. The Council shall upon being furnished with the correct information, issue a fresh record card in lieu thereof.

16. TERMINATION OF SERVICE

(1) An employer or an employee shall give, in writing—

(a) in the case of weekly-paid employee, not less than one week's notice of his intention to terminate the contract of employment, such notice to commence on the employee's ordinary pay-day;

(b) in the case of a monthly-paid employee, not less than two weeks' notice of his intention to terminate the contract of employment, such notice to commence on the first or 15th day of the calendar month.

(2) An employer or employee may terminate the contract of employment without notice by paying to the employee, or the employee paying or forfeiting wages and/or holiday pay due to him to the employer as the case may be, in lieu of notice, an amount equal to not less than—

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

(b) in the case of a monthly paid employee, two weeks' wages;

(3) The provisions of subclauses (1) and (2) hereof shall not affect—

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

(b) any agreement between an employer and employee which provides for a period of notice longer than one week, in which event wages in lieu of notice shall be correspondingly increased: Provided, however, that an employee who is working short-time in any week on the instruction of the employer may terminate his contract of service at any time after such instruction has been given,

opdrag gegee is, kan beëindig sonder om kennis te gee: Voorts met dien verstande dat, in die geval van 'n bedryfsinrigting wat ingevolge klousule 6 korttyd werk, 'n werknemer wat ingevolge hierdie subklousule deur sy werkgever kennis gegee is, 'n volle dag se loon betaal moet word ten opsigte van elke dag van die kennisgewingstermyn waarop hy hom by sodanige bedryfsinrigting aanmeld en die hele dag vir werk beskikbaar is of ten opsigte waarvan hy deur die werkgever in kennis gestel is dat sy dienste nie nodig sal wees nie;

(c) die werking van verbodings of boetes wat by wet van toepassing is ten opsigte van 'n werknemer wat dros;

(4) Geen werkgever mag 'n werknemer op grond daarvan dat hy weens siekte van sy werk afwesig is, ontslaan nie as sodanige werkgever binne vyf dae na die begin van sodanige siekte daarvan in kennis gestel is en 'n sertifikaat uitgereik deur 'n mediese beampte van die Siektebystandfonds wat ingevolge klousule 27 aangestel is, by die werkgever ingedien is: Met dien verstande dat, as sodanige afwesigheid ses weke lank voortduur, die werknemer se dienste *ipso facto* beëindig word.

(5) Die kennisgewingstermyn mag nie saamval nie met, en daar mag ook nie kennis gegee word nie gedurende, 'n werknemer se afwesigheid met verlof wat ooreenkomstig klousule 12 toegestaan is of 'n tydperk van militêre diens ingevolge die Verdedigingswet, 1957.

(6) Hierdie klousule is nie gedurende sy eerste diensweek op 'n werknemer van toepassing nie en hy moet vir minstens vier uur betaal word al het sodanige werknemer vir 'n korter tydperk gewerk.

17. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet kan die Raad vrystelling van enigen van die bepalings van hierdie Ooreenkoms om 'n afdoende rede aan of ten opsigte van enigiemand verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling ooreenkomstig subklousule (1) van hierdie klousule verleen word, die voorwaardes stel waarop sodanige vrystelling verleen word en die tydperk meld waartydens sodanige vrystelling van krag is: Met dien verstande dat die Raad, as hy dit dienstig ag, na een week se skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingssertifikaat kan intrek.

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

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat kragtens subklousule (2) van hierdie klousule gestel is en waarop sodanige vrystelling verleen word; en
 - (d) die tydperk waartydens sodanige vrystelling van krag is;
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, agtereenvolgens nommer;
 - (b) 'n kopie van elke sertifikaat wat uitgereik word, behou;
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur;
 - (d) 'n kopie van elke sertifikaat wat uitgereik word, aan die Afdelingsinspekteur, Departement van Mannekragbenutting, Posbus 940, Durban, 4000, stuur.
- (5) Elke werkgever moet die bepalings van 'n vrystellingssertifikaat nakom wat ooreenkomstig hierdie klousule uitgereik word.

18. PERSONE ONDER DIE LEEFTYD VAN 15 JAAR

Geen werkgever mag iemand onder die leeftyd van 15 jaar in diens neem nie.

19. FONDSE VAN DIE RAAD

Elke werkgever moet 4c per week aftrek van die verdienste van elk van sy werknemers [uitgesonderd werknemers wat ingevolge klousule 17 (1) skriftelik deur die Raad van die bepalings van hierdie klousule vrygestel is] vir wie minimum lone in die Ooreenkoms voorgeskryf word. Die totaal aldus afgetrek, tesame met 'n gelyke bedrag wat deur die werkgever bygedra moet word, moet aangestuur word saam met 'n lys van die Raad se registrasienommers van werknemers, waarop besonderhede van bydraes getoon word, sodat dit die Sekretaris van die Raad, Posbus 18354, Dalbridge, 4014, uiterlik 10 dae na die einde van elke kalendermaand bereik.

without giving notice: Provided further that, in the case of an establishment in which short-time is being worked in terms of clause 6, an employee who has been given notice by his employer in terms of this subclause shall be paid a full day's pay, in respect of every day during the period of such notice upon which he attends at such establishment and is available for work the whole day, or in respect of which he has been notified by the employer that his services will not be required;

(c) the operation of any forfeitures or penalties which, by law, may be applicable in respect of desertion by an employee.

(4) No employee shall dismiss any employee by reason of such employee's absence from work through illness if, within five days of commencement of such illness, the employer has been notified of such illness, and a certificate issued by a Sick Benefit Fund medical officer appointed in terms of clause 27 has been lodged with the employer: Provided that if such absence continues for six weeks, the employee's services shall be *ipso facto* terminated.

(5) 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 12 or any period of military service in pursuance of the Defence Act, 1957.

(6) This clause shall not apply to an employee during his first week of employment who shall be paid for at least four hours, notwithstanding that such employee has worked for a lesser period.

17. EXEMPTIONS

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

(2) The Council shall fix, in respect of any person granted exemption under the provisions of subclause (1) of this clause the conditions subject to which such exemption is granted, and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption.

(3) The Secretary of the Council shall issue to every person granted exemption 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) 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;
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned; and
- (d) forward a copy of each licence issued to the Divisional Inspector of the Department of Manpower Utilisation, P.O. Box 940, Durban, 4000.

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

18. PERSONS UNDER THE AGE OF 15 YEARS

No employer shall employ any person under the age of 15 years.

19. COUNCIL FUNDS

Every employer shall deduct 4c per week from the earnings of each of his employees [other than employees exempted from the provisions of this clause by the Council, in writing, in terms of clause 17 (1)] for whom minimum wages are prescribed in the Agreement.

The total so deducted together with an equal amount which shall be contributed by the employer shall be forwarded together with a list showing Council registration numbers of employees detailing particulars of contributions, so as to reach the Secretary of the Council, P.O. Box 1835, Dalbridge, 4014, not later than 10 days after the end of each calendar month.

20. INDIENS NEMING VAN LEDE VAN VAKVERENIGING

(1) Geen lid van die werkgewersorganisasie mag iemand wat nie lid van die vakvereniging is vir 'n langer tydperk as twee weke in diens neem nie: Met dien verstande dat sodanige persoon vir lidmaatskap in aanmerking kan kom: Voorts met dien verstande dat hierdie subklousule nie van toepassing is nie wanneer lidmaatskap van die vakvereniging, na die mening van die Raad, sonder 'n afdoende rede geweier is en die aansoeker sodanige weiering binne 30 dae aan die Raad gerapporteer het.

(2) Bewys van lidmaatskap van 'n vakvereniging bestaan uit die voorlegging van 'n lidmaatskapkaart wat deur en op gesag van die vakvereniging uitgereik is.

(3) Elke werkgewer moet, uit hoofde van hierdie Ooreenkoms, van die weekloon van elkeen van sy werknemers wat deur hierdie Ooreenkoms geraak word en wat lid van die vakvereniging is, die bedrag van die weeklikse ledegeld aftrek wat deur sodanige werknemer aan die vakvereniging betaalbaar is en moet die bedrag wat aldus afgetrek is, maand na maand en wel voor of op die 10de dag van elke maand saam met 'n lys van die name van die werknemers en die bedrae aan die Sekretaris van die Raad stuur wat dit op sy beurt aan die sekretaris van die vakvereniging moet stuur.

(4) Hierdie klousule is nie op klerke of handelsreisigers van toepassing nie.

(5) Hierdie klousule is nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika van toepassing nie: Met dien verstande dat, as 'n immigrant te eniger tyd na die eerste drie maande na die datum waarop hy in die Nywerheid begin werk het, 'n uitnodiging om lid van die vakvereniging te word, geweier het, hierdie klousule onmiddellik in werking tree: Voorts met dien verstande dat hierdie klousule nie van toepassing is nie waar 'n werknemer, na die mening van die Minister, 'n grondige rede het om te weier om lid van die vakvereniging te word of te bly.

21. ORGANISERING VAN WERKNEMERS

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

(a) onderhoude in verband met die sake van die vakvereniging met werknemers te voer;

(b) nuwe lede te werf;

(c) kennisgewings wat deur die vakvereniging uitgereik is, op te plak en te versprei.

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

22. AGENTE

(1) Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help om uitvoering aan hierdie Ooreenkoms te gee. Enige sodanige agent het die reg om—

(a) enige perseel of plek waarin die Klerasienywerheid beoefen word, te eniger tyd te betree, te inspekteer en te ondersoek wanneer hy redelike grond het om te vermoed dat enigeen daar werksaam is;

(b) of alleen of in die teenwoordigheid van 'n ander persoon na sy goedvinde, elke werknemer wat hy in of op die perseel of plek vind, mondeling te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en om van sodanige werknemer te vereis om te antwoord op die vrae wat gestel word;

(c) te vereis dat 'n werkgewer enige kennisgewing, boek, lys of dokument wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, voor te lê en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak;

(d) te vereis dat alle registers van tyd gewerk, klokkaarte, boeke of dokumente waarin daar boekgehoud is van die tyd wat gewerk is of die werklike lone wat betaal is of van die loontariewe, hetsy vir stukwerk of nie, wat betaal is aan 'n werknemer wie se loon by hierdie Ooreenkoms vasgestel word, voorgelê word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

(2) Wanneer sodanige agent enige sodanige plek betree, inspekteer of ondersoek kan hy 'n tolk met hom saamneem.

(3) Elke werkgewer en werknemer vir wie hierdie Ooreenkoms bindend is, moet aan sodanige agent al die fasiliteite verleen wat hierbo genoem word.

20. EMPLOYMENT OF TRADE UNION LABOUR

(1) No member of the employers' organisation shall give employment for a period longer than two weeks to any person who is not a member of the trade union: Provided such person is eligible for membership and provided further that this subclause shall not apply where, in the opinion of the Council, membership of the trade union has been refused without good and sufficient cause, and the applicant has reported such refusal to the Council within 30 days.

(2) Proof of membership of the trade union shall be the production of a membership card issued by and on the authority of the trade union.

(3) Every Employer shall, by the authority of this Agreement, deduct from the weekly wages of each of his employees affected by this Agreement, who is a member of the trade union, the amount of weekly subscriptions payable by such employees to the trade union, and shall forward the amount thus deducted month by month and not later than the 10th day of each month, together with a list showing the names of the employees and the amounts to the Secretary of the Council, who shall in turn forward same to the secretary of the trade union.

(4) This clause shall not apply to clerical employees or travellers.

(5) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry, refused any invitation from the trade union to become a member of it, the provisions of this clause shall immediately come into operation: Provided further that this clause shall not apply where an employee, in the opinion of the Minister, has good cause for objection to becoming or remaining a member of the trade union.

21. ORGANISATION OF EMPLOYEES

(1) Every employer shall permit any person or persons authorised by the trade union and by the Council, in writing, to enter from time to time his establishment during the lunch hours 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.

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

22. AGENTS

(1) The Council shall appoint one or more specified persons to be agents to assist in giving effect to the terms of this Agreement. Any such agent shall have the right to—

(a) enter, inspect and examine any premises or place in which the Clothing Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;

(b) orally examine, either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place, and require such employee to answer the questions put;

(c) require the production by an employer of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same;

(d) require the production of, inspect, examine and copy all records of time worked, clock cards, books or documents wherein an account is kept of time worked or actual wages, or rates whether payable for piece-work or not, paid to any employee whose wages are fixed by this Agreement.

(2) Such agent when entering, inspecting or examining any such place, may take with him an interpreter.

(3) Every employer and employee upon whom the provisions of this Agreement are binding shall grant to such agent all the facilities referred to above.

23. VERTONING VAN OOREENKOMS, LOONSKALE EN WERKURE

(1) Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale te alle tye in sy bedryfsinrigting vertoon in 'n vorm wat in die regulasies kragtens die Wet voorgeskryf word, en wel op 'n plek wat vir sy werknemers gereedlik toeganklik is.

(2) Een of meer kennisgewings, deur die Raad verskaf, wat die loonskale aandui wat in die Klerasierywerheid in Natal betaalbaar is, moet op 'n opvallende plek deur elke werkgever vertoon word en wel op dié plek of plekke wat die agent aandui.

(3) Elke werkgever moet in sy bedryfsinrigting en op 'n plek wat vir sy werknemers gereedlik toeganklik is, 'n kennisgewing vertoon in die vorm soos in Aanhangsel D van hierdie Ooreenkoms voorgeskryf, waarin die begin- en uitskeityd van die werk vir elke dag van die week en die etenspouse ingevolge die Wet gespesifiseer word.

24. ADMINISTRASIE VAN OOREENKOMS

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

25. VERTEENWOORDIGERS VAN DIE VAKVERENIGING IN DIE RAAD

Elke werkgever moet aan enigeen van sy werknemers wat 'n verteenwoordiger in die Raad is, alle redelike fasiliteite verleen om sy plig in verband met die werk van die Raad na te kom.

26. WERKENDE EIENAARS EN/OF WERKENDE VENNOTE

Werkende eienaars en/of werkende vennote wat vervaardigingswerkzaamhede in die Klerasierywerheid verrig en wat werkgevers is, moet hulle hou aan die werkure wat in klousule 8 van hierdie Ooreenkoms voorgeskryf word.

27. SIEKTEBYSTANDSFONDS

(1) Die Siektebystandsfonds (hieronder die "Fonds" genoem) wat by Goewermentskennisgewing 1845 van 11 November 1938 gestig is, word hierby voortgesit. Die Fonds word in stand gehou met heffings ingevolge subklousule (3) hiervan.

(2) Binne twee weke nadat 'n werknemer tot die Nywerheid toegetree het, moet hy hom na goëddunke van die Bestuurskomitee by een van die Fonds se mediese beamptes aanmeld vir 'n mediese ondersoek en moet hy die vorms voorgeskryf in Aanhangsel C hiervan, invul en sy mediese geskiedenis verstrek. Die Bestuurskomitee in subklousule (6) (a) bedoel, kan sodanige werknemer daarna uitsluit van die ontvangs van bystand in geval van siekte wat aan 'n chroniese kwaal te wyte is: Met dien verstande dat 'n werknemer teen sodanige uitsluiting appél kan aanteken by die Raad, wie se beslissing finaal is.

(3) Behoudens subklousule (17) moet 'n werkgever 15c per week aftrek van die lone van elke werknemer vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en wat gedurende 'n week gewerk het, ongeag die tyd aldus gewerk.

(4) By die bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag, saam met 'n lys waarop die Raad se registrasienommers van die werknemers en die bedrae voorkom, maandeliks aanstuur sodat dit die Sekretaris van die Fonds, Posbus 18354, Dalbridge, 4014, uiterlik 10 dae na die einde van elke kalendermaand bereik.

(5) Die Fonds moet aangewend word om mediese behandeling, medisyne en siektebesoldiging in geval van siekte aan werknemers te verskaf.

(6) (a) Die Fonds moet geadministreer word deur 'n Bestuurskomitee wat uit een verteenwoordiger elk van die werkgevers en die werknemers bestaan en wat deur die Raad aangestel word, tesame met die Voorsitter en Ondervoorsitter van die Raad, wat ampshalwe lede van die Bestuurskomitee is en hierdie Bestuurskomitee kan regulasies maak wat nie met hierdie klousule onbestaanbaar is nie.

(b) Vir elke verteenwoordiger moet 'n plaasvervanger aangestel word.

(c) Alle beslissings van die Bestuurskomitee is onderworpe aan bekragtiging deur die Raad.

(7) Vir doeleindes van bystand, beteken "siekte" enige ongesteldheid, kwaal of krankheid, met inbegrip van bevallings in die geval van vroue wat nie vir 'n kraamtoelae ingevolge

23. EXHIBITION OF AGREEMENT, WAGE RATES AND HOURS OF WORK

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

(2) One or more notices, provided by the Council, showing wage rates payable in the Clothing Industry in Natal shall be prominently displayed by every employer in such place or places as may be indicated by the agent.

(3) Every employer shall display in his establishment in a place readily accessible to his employees a notice, in the form prescribed in Annexure D to this Agreement, specifying the starting and finishing time of work for each day of the week and the meal interval, in terms of the Act.

24. ADMINISTRATION OF AGREEMENT

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

25. TRADE UNION'S REPRESENTATIVES OF THE COUNCIL

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

26. WORKING PROPRIETORS AND/OR WORKING PARTNERS

Working proprietors and/or working partners engaged in manufacturing operations in the Clothing Industry and who are employers shall observe the working hours laid down in clause 8 of this Agreement.

27. SICK BENEFIT FUND

(1) The Sick Benefit Fund (hereinafter referred to as the "Fund") established under Government Notice 1845 of 11 November 1938, is hereby continued. The Fund shall be maintained from levies in terms of subclause (3) hereof.

(2) Within two weeks of an employee's entering the Industry he shall at the discretion of the Management Committee present himself to one of the Fund's medical officers for a medical examination and shall complete forms shown in Annexure C hereto, giving his past medical history. The Management Committee referred to in subclause (6) (a) may thereafter exclude such employee from receiving benefits for any illness due to a chronic ailment: Provided that an employee may appeal against such exclusion to the Council whose decision shall be final.

(3) Subject to subclause (17), an employer shall deduct 15c per week from the wages of each employee for whom minimum wages are prescribed in this Agreement, and who has worked during any week, irrespective of the time so worked.

(4) To the amount so deducted, the employer shall add a like amount and forward month by month so as to reach the Secretary of the Fund, P.O. Box 18354, Dalbridge, 4014, not later than 10 days after the end of each calendar month, the total sum together with a list showing the Council registration numbers of the employees and the amounts.

(5) The Fund shall be applied to provide employees with medical treatment, medicine and sick pay in case of illness.

(6) (a) The Fund shall be administered by a Management Committee consisting of one representative each from the employers and employees appointed by the Council, together with the Chairman and Vice-Chairman of the Council, who shall be *ex officio* members of the Management Committee, who may make regulations not inconsistent with the provisions of this clause.

(b) For each representative an alternate shall be appointed.

(c) All the decisions of the Management Committee shall be subject to ratification by the Council.

(7) For the purpose of benefits, sickness shall mean any illness, affliction or disease including confinement of females

die Werkloosheidversekeringswet, 1966, in aanmerking kom nie maar met uitsondering van—

(a) veneriese siekte en 'n siekte, kwaal of krankheid wat te wyte is aan wangedrag of die buitensporige gebruik van sterk drank of dwelmiddels; en

(b) 'n ongeluk, siekte of kwaal ten opsigte waarvan vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is.

(8) (a) Die betaling van bystand is onderworpe aan die voorlegging van 'n sertifikaat van afwesigheid van die werk volgens Aanhangsel E waarby 'n mediese sertifikaat wat onderteken is deur een van die Fonds se mediese beamptes aangeheg moet wees. Die Bestuurskomitee het die reg om van die persoon wat op bystand aanspraak maak, te vereis dat hy hom laat behandel deur dié mediese beamptes van die Fonds soos die Komitee mag gelas.

(b) Elke werkgever moet 'n sertifikaat van afwesigheid van die werk volgens Aanhangsel E invul vir elke werknemer wat weens die siekte van die werk afwesig was en wat 'n mediese sertifikaat van 'n hospitaal of 'n mediese beampte van die Fonds voorgelê het. Die werkgever moet sodanige sertifikaat van afwesigheid van die werk, tesame met die mediese sertifikaat, stuur aan die Sekretaris van die Raad, Posbus 18354, Dalbridge, 4014.

(9) 'n Werknemer wat 13 weke lank tot die Fonds bygedra het, is, behoudens subklousules (7) en (8) hiervan, geregtig op die volgende bystand gedurende die geldigheidsduur van hierdie Ooreenkoms: Met dien verstande dat die bedrag wat in die krediet van die Fonds staan, nie minder as R200 is nie:

(a) Gratis mediese behandeling (uitgesonderd chirurgiese behandeling en kraamgevalle, tensy sodanige gevalle of in hul geheel of gedeeltelik deur die Bestuurskomitee goedgekeur word, en veneriese siektes) deur die mediese beampte(s) wat deur die Bestuurskomitee aangestel is.

(b) Gratis medisyne wanneer dit deur die Fonds se mediese beampte(s) voorgeskryf word: Met dien verstande dat sodanige medisyne berei moet word deur 'n apteek/aptekers wat deur die Bestuurskomitee of deur die Siektebystandsfondskliniek gespesifiseer word.

(c) In enige een kalenderjaar, siektebesoldiging gelyk aan 'n halfdag se loon voorgeskryf in klousule 4 vir elke dag in die eerste vier weke afwesigheid van die werk as gevolg van siekte, en daarna volgens die diskresie van die Bestuurskomitee van die Siektebystandsfonds, minstens een kwart of hoogstens 'n halwe dag se besoldiging van elke dag afwesig van die werk as gevolg van siekte, vir 'n verdere vier weke: Met dien verstande dat 'n lid nie op siektebesoldiging ten opsigte van tydperke van afwesigheid van twee dae of korter geregtig is nie. Geen eis vir siektebesoldiging word erken nie indien dit ingedien word na verstryking van ses kalendermaande, gereken vanaf die datum van geskiktheid vir werk, soos gemeld in die mediese sertifikaat. In gevalle van permanente ongeskiktheid moet die tydperk van ses maande bereken word vanaf die laaste dag ten opsigte waarvan siektebesoldiging verskuldig is.

(d) Bydraers wat werkloos word, bly geregtig op lidmaatskap van die Fonds en is, terwyl hulle werkloos is, op die bystand voorgeskryf in paragrawe (a) en (b), geregtig vir die volgende tydperke:

	Weke
Diegene met een maar hoogstens twee jaar diens . . .	4
Diegene met meer as twee jaar maar hoogstens vyf jaar diens . . .	8
Diegene met meer as vyf jaar maar hoogstens 10 jaar diens . . .	12
Diegene met meer as 10 jaar diens . . .	16

in elke kringloop van een jaar.

(e) Indien 'n bydraer se tydperk van werkloosheid langer duur as dié in paragraaf (d) gespesifiseer, word daar van hom vereis om in diens van die Klerasienuwerheid te wees, en nadat hy weer in die Nywerheid begin werk het, om vir 'n verdere tydperk van 13 weke tot die Fonds by te dra voordat hy weer op bystand geregtig word.

(10) (a) Alle geld wat deur die Fonds ontvang word, moet in 'n spesiale bankrekening gestort word.

(b) Surplusgeld van die Fonds moet in 'n goedgekeurde bouvereniging op deposito geplaas of in Nasionale Spaarsertifikate belê word: Met dien verstande dat daar genoeg geld in so 'n likwiede vorm gehou moet word om die Bestuurskomitee in staat te stel om, wanneer dit vereis word, sy aanspreeklikhede onmiddellik na te kom.

(11) Alle betalings uit die Fonds moet geskied per tjek getrek op die Fonds se rekening. Al sodanige tjeks moet deur 'n gemagtigde lid van die Bestuurskomitee onderteken en deur die Sekretaris van die Fonds mede-onderteken word.

who are not eligible for confinement allowance in terms of the Unemployment Insurance Act, 1966, but excluding—

(a) venereal disease and illness, affliction or disease which is attributable to misconduct or excessive indulgence in intoxicating liquors or drugs; and

(b) any accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941.

(8) (a) Payment of benefits shall be subject to the production of a certificate of absence from work as per Annexure E to which shall be attached a medical certificate signed by one of the Fund's medical officers, the Management Committee to have the right to require the claimant for benefits to submit himself to such of the Fund's medical officers as it may direct.

(b) Every employer shall complete a certificate of absence from work as per Annexure E for each employee who has been off from work through illness and who has produced a medical certificate from a hospital, or a medical officer of the Fund. The employer shall forward such absence from work certificate together with the medical certificate to the Secretary of the Council, P.O. Box 18354, Dalbridge, 4014.

(9) An employee who has contributed to the Fund for 13 weeks shall, subject to the provisions of subclauses (7) and (8) hereof, be entitled to the following benefits during the currency of this Agreement: Provided that the amount standing to the credit of the Fund is not less than R200:

(a) Free medical attention (excluding surgical treatment and maternity cases, save where these are approved in whole or in part by the Management Committee, and venereal diseases) by the medical officer(s) appointed by the Management Committee.

(b) Free medicine when prescribed by the Fund's medical officer(s): Provided that such are made up by a chemist(s) specified by the Management Committee, or the Sick Benefit Fund Clinic.

(c) In any one calendar year, sick pay equal to half a day's wage prescribed in clause 4 for each day in the first four weeks' absence from work through illness, and thereafter, at the discretion of the Sick Benefit Fund Management Committee, not less than a quarter or more than half a day's pay for each day's absence from work through illness for a further four weeks: Provided that a member shall not be entitled to sick pay in respect of periods of absence of two days or less. No claim for sick pay shall be recognised if lodged after the expiry of six calendar months calculated from the date of fitness for work indicated on the medical certificate. In cases of permanent unfitness, the period of six months shall be calculated from the last day in respect of which sick pay is due.

(d) Contributors who become unemployed shall remain eligible for membership of the Fund and, while unemployed, shall be entitled to the benefits prescribed in paragraphs (a) and (b) for the following periods:

	Weeks
Those with one years' but not exceeding two years' service . . .	4
Those with more than two years' but not exceeding five years' service . . .	8
Those with more than five years' but not exceeding 10 years' service . . .	12
Those with more than 10 years' service . . .	16

in each cycle of one year.

(e) Should a contributor's period of unemployment exceed that specified in paragraph (d) he shall be required to be employed in the Clothing Industry and contribute to the Fund for a further period of 13 weeks after restarting in the Industry before again becoming eligible for benefits.

(10) (a) All moneys received into the Fund shall be deposited in a special banking account.

(b) Surplus money of the Fund shall be placed on deposit with an approved building society or may be invested in National Savings Certificates: Provided sufficient money is kept in such liquid form as will enable the Management Committee to meet its liabilities immediately it is called upon to do so.

(11) All payments out of the Fund shall be by cheque, drawn on the Fund's account. All such cheques shall be signed by an authorised member of the Management Committee and countersigned by the Secretary of the Fund.

(12) 'n Openbare rekenmeester wat deur die Raad aangesel moet word en wie se besoldiging deur die Raad vasgestel moet word, moet die rekenings van die Fonds jaarliks omditeer en voor of op 31 Januarie elke jaar 'n staat opstel wat die volgende toon:

(a) Alle geld ontvang—

(i) ingevolge subklousule (3) hiervan; en

(ii) uit alle ander bronne;

(b) uitgawes aangegaan onder alle hoofde vir die 12 maande geëindig 31 Desember van die vorige jaar, tesame met 'n balansstaat wat die bates en laste van die Fonds toon;

Die rekenmeester se staat en balansstaat moet deur die ouditeur gewaarmerk en deur die Voorsitter van die Bestuurskomitee van die Siektetydstandsfonds mede-onderteken word en moet daarna op die hoofkantoor van die Raad ter insae lê en 'n kopie daarvan moet binne drie maande ná die sluiting van die tydperk wat daardeur gedek word, aan die Nywerheidsregistrateur gestuur word.

(13) Ingeval hierdie Ooreenkoms weens tydverloop verstryk of weens beëindiging of om 'n ander oorsaak vervel, moet die Fonds nog deur die Bestuurskomitee geadminestreer word totdat die Raad dit of likwiedeër of oordra aan 'n ander fonds wat gestig is vir dieselfde doel as dié waarvoor die oorspronklike Fonds in die lewe geroep is: Met dien verstande dat die Fonds gelikwiedeër moet word, tensy 'n ooreenkoms waarin daar voorsiening vir die voortsetting van die Fonds of vir die oorpasing van sy geld, soos voornoem, gemaak word, binne 12 maande na die verstrykingsdatum van hierdie Ooreenkoms aangegaan word.

(14) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet die Bestuurskomitee aanhou om die Fonds te administreer, en die lede van die Komitee op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doel geag die lede daarvan te wees: Met dien verstande egter dat 'n vakature in die Komitee deur die Registrateur gevul kan word uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemersvertegenwoordigers en hul plaasvervangers in die lidmaatskap van die Komitee te verseker. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte te vervul of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan die Registrateur 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die Komitee. Ingeval daar geen Raad bestaan nie, moet die Fonds by verstryking van hierdie Ooreenkoms deur die Komitee of die trustee, na gelang van die geval, gelikwiedeër word op die manier voorgeskryf in subklousule (15), en as die sake van die Raad by sodanige verstryking alreeds gelikwiedeër en die bates daarvan verdeel is, moet die saldo van die Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(15) By likwidasië van die Fonds ingevolge subklousule (13) van hierdie klousule, moet die geld waarmee die Fonds nog gekrediteer is nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word.

(16) Alle administratiewe koste, bank- en ouditeurskoste kom ten laste van die Fonds.

(17) Hierdie klousule is nie op handelsreisigers van toepassing nie.

(18) Die Bestuurskomitee het die reg om enige werknemer wat na sy mening misbruik van die voorregte van die Fonds gemaak het, uit te sluit van al die bepalings van hierdie klousule: Met dien verstande dat 'n werknemer teen sodanige uitsluiting kan appelleer na die Raad wie se beslissing finaal is.

Namens die partye op hede die 18de dag van Oktober 1979 in Durban onderteken:

R. G. SAVAGE, Voorsitter.

I. MUCKDOOM, Ondervoorsitter.

M. ANSELL, Sekretaris.

(12) A public accountant, who shall be appointed by the Council and whose remuneration shall be decided by the Council, shall audit the accounts of the Fund annually and, not later than 31 January in each year, prepare a statement showing—

(a) all moneys received—

(i) in terms of subclause (3) hereof; and

(ii) from any other sources;

(b) expenditure incurred under all headings for the 12 months ended 31 December preceding, together with balance sheet showing the assets and liabilities of the Fund.

The accountant's statement and balance sheet shall be certified by the auditor and countersigned by the Chairman of the Sick Benefit Fund Management Committee and shall thereafter lie for inspection at the head office of the Council and a copy thereof be transmitted to the Industrial Registrar within three months of the close of the period covered by it.

(13) In the event of the expiry of this Agreement by effluxion of time or cessation or any other cause, the Fund shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original Fund was created: Provided that the Fund shall be liquidated unless an agreement providing for the continuation of the Fund or for the transfer of its moneys as aforesaid, is entered into within 12 months of the date of expiry of this Agreement.

(14) 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 Fund and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. In the event of no Council being in existence the Fund shall upon the expiry of this Agreement be liquidated by the Committee or the trustee, as the case may be, in the manner set forth in subclause (15) of this clause, and if upon such expiry the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

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

(16) All administrative charges, banking and audit charges shall be a charge against the Fund.

(17) This clause shall not apply to travellers.

(18) The Management Committee shall have the right to exclude from all the provisions of this clause any employee who, in its opinion, has abused the privileges of the Fund: Provided that an employee may appeal against such exclusion to the Council whose decision shall be final.

Signed at Durban, on behalf of the parties, this 18th day of October 1979.

R. G. SAVAGE, Chairman.

I. MUCKDOOM, Vice-Chairman.

M. ANSELL, Secretary.

AANHANGSEL A

Naam..... Raads No.....
 Adres..... Persoonskaart No.....

VERSLAG VAN ONDERVINDING

Totaal van vorige ondervinding			Deur Raad aangeteken	Naam van firma	Aanvangsdatum	Beroep	Loonskaal	Datum van beëindiging van diens	Beroep	Loonskaal	Meld of gekwalifiseer of ongekwalifiseer	Handtekening van firma
Jaar	Mde.	Dae										

Opmerkings.....

Naam..... No.....

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE KLERENYWERHEID (NATAL)

Telefoon 6-2558
 Posbus 18354
 Dalbridge, 4014

Galestraat 127/129
 Durban
 Datum.....

VERSLAG VAN DIENSBEËINDIGING

Fabriek..... Week eindigende.....
 Stuur hierdie vorm tesame met enige vakansiebesoldiging verskuldig aan die kantoor van die Raad op die Vrydag van dié week waarin die werknemer se diens beëindig word.

No.	Werknemer se naam	Datum		Dienstydperk			Beroep	Loonskaal	Rede vir uit-treding uit diens *	Vakansiebe-soldiging		Opmerkings
		Van diens-aan-vaarding	Van diens-beëin-diging	Jaar	Mde.	Dae				R	c	

- *1. Bedanking.
 2. Vermindering van personeel.
 3. Sonder kennisgewing weg.
 4. Ontslaan.

Handtekening van firma.....

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL)

Telefoon 6-2558
 Posbus 18354
 Dalbridge, 4014

Galestraat 127/129
 Durban
 Natal

Naam..... Getroud of ongetroud.....
 Geboortedatum.....

MEDIESE VERSLAG
 (Antwoord: "Ja" of "Nee")

Ly u aan, of het u al gely aan enigeen van ondergenoemde kwale:

- | | |
|------------------------|---------------------|
| 1. Asma..... | 6. Huidsiectes..... |
| 2. Suikersiekte..... | 7. Tuberkulose..... |
| 3. Disenterie..... | 8. Bilharzia..... |
| 4. Stuiptrekkings..... | 9. L.M.P..... |
| 5. Rumatiek..... | 10. Platvoete..... |

ONDERSOEK

Massa..... kg
 Niere: (1) Suiker.....
 Longe..... (2) Albumen.....
 Hart.....
 Gesig.....
 Beweegbaarheid van litte.....
 Gehoor.....
 Besonderhede in verband met—

- (1) vorige beserings of operasies.....
 (2) gebreke of kwale wat applikant vir diens ongeskik maak.....
 (3) enige chroniese kwaal.....
 (4) ander bevindings.....

Datum..... Mediese beampte.....

VERKLARING

Hierby verklaar ek dat ek al die vrae wat aan my deur die Fonds se mediese beampte gestel is, eerlik beantwoord het, en verklaar voorts dat ek goeie gesondheid geniet en in die verlede nooit weens fisiese of verstandelike ongeskiktheid my werk opgegee het nie.

Datum..... Onderteken.....
 In my teenwoordigheid.....
 Opmerkings van Bestuurskomitee.....
 Opmerkings van Raad.....

AANHANGSEL D

KENNISGEWING

(Moet ingevolge klousule 23 van die Ooreenkoms vertoon word)

	Begintyd	Middagetenspouse	Uitskeityd	Voormiddagpouse	Namiddagpouse
Afdeling.....					
Maandae tot Donderdae....				tot.....	tot.....
Vrydae.....				tot.....	tot.....
Saterdag.....				tot.....	tot.....
Afdeling.....					
Maandae tot Donderdae....				tot.....	tot.....
Vrydae.....				tot.....	tot.....
Saterdag.....				tot.....	tot.....

AANHANGSEL E

KLERASIENYWERHEID (NATAL): SIEKTEBYSTANDSFONDS

Die Sekretaris
 Siektebystandsfonds vir die Klerasienywerheid (Natal)
 Posbus 18354
 Dalbridge, 4014

Datum.....

Ls.: AANSOEK OM SIEKTEBESOLDIGING: SERTIFIKAAT VAN AFWESIGHEID VAN WERK

(Moet deur werkgever ingevul word)

Siektebystandsfondskaart No..... Klokkaart No.....
 Naam.....
 Beroep..... Minimum weekloon: R..... (soos in Ooreenkoms voorgeskryf).
 Ek/Ons verklaar dat bogenoemde werknemer van..... tot..... van die werk afwesig was (getal werkdag in woorde.....) en dat hy/sy vir daardie tydperk geen besoldiging van my/ons ontvang het nie.
 Werknemer het weer begin werk op.....

Geteken.....
 vir.....
 Naam van fabriek.....

L.W.—'n Sertifikaat van 'n dokter van die Siektebystandsfondspaneel, die kliniekdokter of 'n hospitaal moet by hierdie vorm aangeheg word wanneer om siektebesoldiging aansoek gedoen word.

ANNEXURE A

Name..... Council No.....
 Address..... Identity Card No.....

RECORD OF EXPERIENCE

Total previous experience			Recorded by Council	Name of firm	Date of starting	Occupation	Rate of pay	Date of leaving	Occupation	Rate of pay	State if qualified or unqualified	Signature of firm
Yrs	Mths	Days										

Remarks.....

Name..... No.....

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL)

Telephone 6-2558
 P.O. Box 18354
 Dalbridge, 4014

127/129 Gale Street
 Durban
 Date.....

REPORT OF TERMINATION OF SERVICE

Factory..... Week ending.....
 Forward this form, together with any holiday pay due, to the Office of the Council on the Friday of the week the employees' services are terminated.

No.	Employee's name	Date		Period of employment			Occu- pation	Rate of pay	Reason for leaving *	Holiday pay		Remarks
		Of starting	Of leaving	Yrs	Mths	Days				R	c	

- *1. Resignation.
 2. Reduction of staff.
 3. Left without notice.
 4. Discharged.

Signature of firm

ANNEXURE C
 INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL)

Telephone 6-2558
 P.O. Box 18354
 Dalbridge, 4014

127/129 Gale Street
 Durban
 Natal

Name.....
 Date of birth..... Married or single.....

MEDICAL HISTORY
 (Answer: "Yes" or "No")

Do you, or have you suffered from any of the following:

- | | |
|--------------------|----------------------|
| 1. Asthma..... | 6. Skin disease..... |
| 2. Diabetes..... | 7. Tuberculosis..... |
| 3. Dysentery..... | 8. Bilharzia..... |
| 4. Fits..... | 9. L.M.P..... |
| 5. Rheumatism..... | 10. Flat feet..... |

EXAMINATION

Mass.....kg
 Lungs.....
 Heart.....
 Mobility of joints.....
 Details of—
 Kidneys: (1) Sugar.....
 (2) Albumen.....
 Vision.....
 Hearing.....

- (1) previous injuries or operations.....
 (2) defects or ailments which would render applicant unfit for employment.....
 (3) any chronic ailment.....
 (4) other findings.....

Date..... Medical officer

DECLARATION

I hereby declare that I have truthfully answered all questions put to me by the Fund's medical officer and declare that I am in good health and have not previously relinquished my employment on account of physical or mental disability.

Date..... Signed.....
 Before me.....
 Remarks of Management Committee.....
 Remarks of Council.....

ANNEXURE D
 NOTICE

(To be exhibited in terms of clause 23 of the Agreement)

	Starting time	Finishing time	Midday meal interval	Forenoon interval	Afternoon interval
Department.....					
Mondays to Thursdays....				to.....	to.....
Fridays.....				to.....	to.....
Saturdays.....				to.....	to.....
Department.....					
Mondays to Thursdays....				to.....	to.....
Fridays.....				to.....	to.....
Saturdays.....				to.....	to.....

ANNEXURE E

CLOTHING INDUSTRY (NATAL): SICK BENEFIT FUND

The Secretary
Clothing Industry (Natal) Sick Benefit Fund
P.O. Box 18354
Dalbridge, 4014

Date.....

Re: APPLICATION FOR SICK PAY: CERTIFICATE OF ABSENCE FROM WORK

(To be completed by employer)

Sick Fund Card No..... Clock Card No.....
Name.....
Occupation..... Minimum weekly rate of pay: R..... (as prescribed in Agreement).

I/We certify the above-named employee has been off work from..... to.....
(number of working days in words.....) and that he/she received no pay from me/us for that period.
Employee re-started work on.....

Signed.....

for.....

Name of factory

N.B.—A medical certificate from a Sick Benefit Fund panel doctor, the clinic doctor or a hospital must be attached to this form when submitting an application for sick pay.

AANHANGSEL F

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL)

Telefoon 6-2558

REGISTRASIE VAN WERKNEMER

Naam van fabriek.....
Die Sekretaris
Nywerheidsraad vir die Klerasienywerheid (Natal)
Galestraat 127/129
Durban, 4001

of

Posbus 18354, Dalbridge, 4014

Meneer,

Registreer asseblief draer hiervan in my/ons diens.

Naam.....
Raadsnommer.....
Woonadres.....

Naam van vorige werkgever op dienskaart aangegee.....

Datum waarop hy vorige werkgever verlaat het.....

Ras..... Geslag.....

Geboortedatum..... Identiteitsnommer.....

Beroep.....

Loonskaal..... per week/maand

Datum van diensaanvaarding.....

Klokkaartnommer (indien reeds toegeken).....

Die uwe,

Datum..... Naamtekening van werkgever

No. R. 47 11 Januarie 1980

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

KLERASIENYWERHEID, NATAL

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting—

(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. 46 van 11 Januarie 1980, oor die algemeen vir werknemers wie se werke 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

ANNEXURE F

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL)

Phone 6-2558

REGISTRATION OF EMPLOYEE

Name of factory.....

The Secretary
Industrial Council for the Clothing Industry (Natal)
127/129 Gale Street
Durban, 4001

or

P.O. Box 18354, Dalbridge, 4014

Dear Sir,

Please register bearer in my/our employ.

Name.....

Council No.....

Residential address.....

Name of previous employer recorded on service card.....

Date of leaving previous employer.....

Race..... Sex.....

Date of birth..... Identity No.....

Occupation.....

Rate of pay..... per week/month

Date to commence work.....

Clock card No. (if already allocated).....

Yours faithfully,

Date.....

Signature of employer

No. R. 47 11 January 1980

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

CLOTHING INDUSTRY, NATAL

I, Stephanus Petrus Botha, Minister of Manpower Utilisation—

(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 46 of 11 January 1980 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

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. BOTHA, Minister van Mannekragbenutting.

No. R. 48 11 Januarie 1980

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, NATAL. — INTREK-KING VAN GOEWERMENSKENNISGEWING

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermenskennisgewings R. 2629 en R. 2630 van 23 November 1979, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 49 11 Januarie 1980

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, NATAL. — VOORSORGFONDSOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1982 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) (a), 2 en 14, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1982 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 14, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1982 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigiens van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

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. BOTHA, Minister of Manpower Utilisation.

No. R. 48 11 January 1980

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, NATAL.—CANCELLATION OF GOVERNMENT NOTICE

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 2629 and R. 2630 of 23 November 1979, with effect from the second Monday after the date of publication of this notice.

S. P. BOTHA, Minister Manpower Utilisation.

No. R. 49 11 January 1980

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, NATAL.—PROVIDENT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation 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 31 December 1982, 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) (a), 2 and 14, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1982, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1982, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 14, shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL)

OOREENKOMS

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

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

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

1. TOEPASSINGSBESTEK

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

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik daarby betrokke of daarin werksaam is;

(b) in die landdrosdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Inanda, Pinetown, Pietermaritzburg en Lower Tugela.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms—

(a) van toepassing slegs op werknemers vir wie lone in die Hoofdooreenkoms voorgeskryf word, en op die werkgewers van dié werknemers;

(b) nie op handelsreisigers van toepassing nie.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting kragtens artikel 48 (1) van die Wet vasstel en bly van krag tot 31 Desember 1982.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, of die Hoofdooreenkoms omskryf word, het dieselfde betekenis as in daardie maatreëls en, tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook die vroulik bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"begunstigde", met betrekking tot 'n benoemde begunstigde, in alle gevalle waar 'n bydraer afhanklikes het, 'n afhanklike wat geheel of gedeeltelik van die bydraer afhanklik is;

"Klerasienywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om alle klasse tweed- en linnehoede, pette, hoede, dassie, gordels, kruisbande, kousophouers, buustelyfies, korsette en alle klasse bo- en onderklere, met inbegrip van gebreide kledingstukke, hemde, boordjies, slaappakke en ander nag- en onderklere, te maak, en alle werksaamhede te onderneem wat daarmee in verband staan of daaruit voortvloei en deur sodanige werkgewers en engeen van hul werknemers verrig word, maar dit omvat nie kleremakery of hoedemakery vir die kleinhandel of die maak van boklere deur 'n snyer volgens die mate van individuele persone nie maar omvat dit wel die vervaardiging van boklere deur snyers ter uitvoering, volgens spesiale mate, van die bestellings van handelaars wie se klantmate die verantwoordelikheid is van of geneem word deur sodanige handelaars, en die maak van alle klasse kledingstukke, met inbegrip van grootmaatsnyersklere volgens die bestellings van 'n staatsdepartement, provinsiale administrasie, die S.A.S. en H. en die S.A. Lugdiens of plaaslike owerhede;

"bydraer" 'n persoon, uitgesonderd 'n direkteur, handelsreisiger of klerk, wat in die Klerasienywerheid in diens is of was en van wie se loon bedrae ingevolge hierdie Ooreenkoms afgetrek is of afgetrek moes word;

"Fonds" die Voorsorgfonds waarvoor daar kragtens klousule 4 van hierdie Ooreenkoms voorsiening gemaak word;

"Hoofdooreenkoms" die Ooreenkoms van die Raad waarin lone vir werknemers in die Nywerheid voorgeskryf word en ingevolge artikel 48 van die Wet gepubliseer is;

"diensrekordkaart" die diensrekordkaart voorgeskryf in klousule 15 (1) van die Hoofdooreenkoms;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL)

AGREEMENT

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

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

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

1. SCOPE OF APPLICATION

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

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged or employed therein;

(b) in the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Inanda, Pinetown, Pietermaritzburg and Lower Tugela.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) apply only to employees for whom wages are prescribed in the Main Agreement, and to the employers of such employees;

(b) not apply to travellers.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower Utilisation in terms of section 48 (1) of the Act, and shall remain in force until 31 December 1982 or for such period as may be determined by him.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, or the Main Agreement shall have the same meaning as in those measures, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"beneficiary", in relation to a nominated beneficiary, shall in all cases where a contributor has dependants, mean a dependant wholly or partly dependent upon the contributor;

"Clothing Industry" or "Industry", without in any way limiting the ordinary meaning of the expression, means the Industry in which employers and employees are associated for the making of all classes of tweed and linen hats, caps, millinery, ties, belts, braces, suspenders, brassieres, corsetry and all classes of outer and undergarments, including knitted garments, shirts, collars, pyjamas and other night wear and underclothing, and all operations incidental thereto and consequent thereon carried on by such employers and any of their employees, but does not include retail dressmaking, retail millinery or the making of tailored outer garments to the measurement of individual persons, but includes the making of tailored outer garments for the execution of special measure orders from dealers whose customers' measurements are taken by or on the responsibility of such dealers, and the making of all classes of garments, including quantity production tailoring made to the order of any department of state, provincial administration, the S.A.R. and H. and the S.A. Airways, or local authorities;

"contributor" means any person, other than a director, traveller or clerical employee, who is or has been employed in the Clothing Industry and from whose wages deductions have been made or were required to have been made in terms of this Agreement;

"Fund" means the Provident Fund provided for under clause 4 of this Agreement;

"Main Agreement" means the Agreement of the Council in which wages are prescribed for employees in the Industry and published in terms of section 48 of the Act;

"record of service card" shall mean the record of service card provided for in clause 15 (1) of the Main Agreement;

"aftreeleefityd" die leeftyd van 60 jaar in die geval van manlike bydraers en 55 jaar in die geval van vroulike bydraers;

"Sekretaris" die Sekretaris van die Raad en ook 'n beampte wat aangestel is om in die afwesigheid van die Sekretaris op te tree;

4. VOORSORGFONDS

Die Fonds ingestel kragtens die Ooreenkoms, gepubliseer by Goewermenskennisgewing 692 van 12 Mei 1961, met die doel om bystand te verleen aan bydraers soos in hierdie Ooreenkoms bepaal, en bekend as die Voorsorgfonds vir die Kle-rasienywerheid (Natal), hieronder die "Fonds" genoem, word hierby voortgesit.

Die Fonds bestaan uit—

- (a) bydraes wat ooreenkomstig hierdie Ooreenkoms in die Fonds gestort word;
- (b) rente ontvang uit die belegging van geld van die Fonds;
- (c) enige ander bedrag waarop die Fonds geregtig mag word.

5. INSTELLING EN FUNKSIES VAN BESTUURSKOMITEE

(1) Die administrasie van die Fonds berus by 'n bestuurskomitee wat bestaan uit een werkgewers- en een werknemers-vertegenwoordiger wat deur die Nywerheidsraad vir die Kle-rasienywerheid (Natal) ingevolge klousule 9 (6) van die Konstitusie van die Raad aangestel is op 'n behoorlik gekonstitu-eerde vergadering van die Raad, tesame met die Voorsitter en Ondervoorsitter van die Raad, wat ampshalwe lede van die Bestuurskomitee is.

(2) Vir elke verteenwoordiger moet daar 'n plaaservanger aangestel word.

(3) Een werkgewersvertegenwoordiger en een werknemers-vertegenwoordiger maak 'n kworum uit, en daar word by wyse van 'n meerderheid van stemme oor alle sake besluit. Die Voorsitter het alleenlik 'n beraadslagende stem. Plaasver-vangers van lede wat afwesig is, kan vir die doel van 'n kworum geag word volle verteenwoordigers te wees, en as geen kworum binne 30 minute ná die vasgestelde tyd teen-woordig is nie, moet die vergadering verdaag word tot 'n datum wat nie later is nie as sewe dae daarna en wat deur die Voorsitter bepaal word. Op die vergadering wat uit hoofde van sodanige verdagting gehou word, waarvan die lede skrif-telik in kennis gestel moet word, maak diegene wat teen-woordig is, 'n kworum uit. Vir die doel van 'n kworum word die Voorsitter en Ondervoorsitter van die Raad, indien teen-woordig, geag verteenwoordigers te wees.

(4) Indien 'n verteenwoordiger van 'n vergadering afwesig is en nie deur 'n plaaservanger verteenwoordig word nie, moet die stemkrag van die kant wat hy verteenwoordig, ver-minder word en moet 'n dergelike vermindering in die stem-krag van die ander kant aangebring word ten einde gelyk-heid van stemkrag te bewaar. Geen mosie mag oorweeg word nie, tensy dit gesekondeer is, en daar moet oor alle sake wat die onderwerp van mosies uitmaak, beslis word by wyse van 'n meerderheidstem van diegene wat teenwoordig is.

(5) Alle administrasiekoste kom ten laste van die Fonds.

(6) Die Bestuurskomitee het die bevoegdheid om—

- (a) alle betalings en uitgawes namens die Fonds goed te keur;
- (b) besoldigde werknemers van die Fonds in diens te neem en te ontslaan, hul besoldiging vas te stel en hul pligte te omskryf;
- (c) toesig te hou oor die werk van 'n subkomitee wat aangestel is;
- (d) subkomitees aan te stel om te help met die admini-strasie van die Fonds;
- (e) reëls op te stel vir die betaling van bystand en om die tyd en plek vir sodanige betalings te bepaal;
- (f) al die ander pligte te verrig wat deur die Komitee nodig of wenslik geag mag word vir die behoorlike admini-strasie van die Fonds.

Twee kopieë van die reëls van die Fonds en alle wysigings daarvan wat nie onbestaanbaar met 'n wet of met hierdie Ooreenkoms mag wees nie, moet by die Sekretaris van die Raad ingedien word wat een kopie aan die Sekretaris van Mannekragbenutting moet deurstuur.

6. BYDRAES

(1) Vir die doeleindes van die Fonds moet elke werk-gewer die volgende aftrekkings maak van die lone van elk van sy werknemers, uitgesonderd handelsreisigers, wat gedu-rende enige week gewerk het, ongeag die tyd aldus gewerk:

(a) 20c per week vir die tydperk wat op 30 Junie 1981 eindig;

"retiring age" means the age of 60 years in the case of male contributors and 55 years in the case of female contributors;

"Secretary" means the Secretary of the Council and includes any official appointed to act in the absence of the Secretary;

4. PROVIDENT FUND

The Fund established in terms of the Agreement, published under Government Notice 692 of 12 May 1961, for the pur-pose of providing benefits to contributors as provided in this Agreement and known as the Clothing Industry (Natal) Provident Fund, hereinafter referred to as the "Fund", is hereby continued.

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 sums to which the Fund may become entitled.

5. ESTABLISHMENT AND FUNCTIONS OF MANAGEMENT COMMITTEE

(1) The administration of the Fund shall be vested in a management committee consisting of one employers' represen-tative and one employees' representative appointed by the Industrial Council for the Clothing Industry (Natal) in terms of clause 9 (6) of the Constitution of the Council at a duly constituted meeting of the Council, together with the Chairman and Vice-Chairman of the Council, who shall be *ex officio* members of the Management Committee.

(2) For each representative an alternate shall be appointed.

(3) One employers' representative and one employees' representative shall constitute a quorum and all matters shall be determined by a majority of votes. The Chairman shall have a deliberative vote only. Alternates of members who are absent may be counted as full representatives for the purpose of a quorum and if no quorum is present within 30 minutes of the time fixed the meeting will stand adjourned to a date not later than seven days thereafter fixed by the Chairman. At the meeting held by virtue of such adjourn-ment of which members shall be given written notice, those present shall form a quorum. For the purpose of a quorum, the Chairman and Vice-Chairman of the Council shall, if present, be regarded as representatives.

(4) If any representative is absent from any meeting and is not represented by an alternate, the voting power of the side he represents shall be reduced and a similar reduction shall be made on the other side to preserve equality of voting power. No motion shall be considered unless seconded and all matters forming the subject of motions shall be decided by majority vote of those present.

(5) All expenses of administration shall be a charge against the Fund.

(6) The Management Committee shall have power to—

- (a) sanction all payments and expenditure on behalf of the Fund;
- (b) engage and dismiss paid servants of the Fund, fix their remuneration, and define their duties;
- (c) supervise the working of any subcommittee appointed;
- (d) appoint subcommittees to help in the administration of the Fund;
- (e) draft rules for the payment of benefits and fix the time and place for such payments;
- (f) perform all such other duties as the Committee may deem necessary or desirable for the proper administration of the Fund.

Two copies of the rules of the Fund and any amendments thereof which shall not be inconsistent with any Act or this Agreement shall be lodged with the Secretary of the Council who shall transmit one copy to the Secretary for Manpower Utilisation.

6. CONTRIBUTIONS

(1) For the purpose of the Fund, each employer shall make the following deductions from the wages of each of his employees, other than travellers, who have worked during any week, irrespective of the time so worked:

(a) 20c per week for the period ending 30 June 1981; and

(b) 25c per week from 1 July 1981:

Met dien verstande dat geen aftrekkings gemaak mag word nie van die lone van enige manlike bydraer wat die ouderdom van 65 jaar bereik het of van 'n vroulike bydraer wat die ouderdom van 60 jaar bereik het; Voorts met dien verstande dat geen nuwe bydraer wat oor die ouderdom van 60 jaar in die geval van mans en 55 jaar in die geval van vroue, is, lidmaatskap verleen mag word nie.

(2) Die werkgever moet 'n gelyke bedrag voeg by die bydrae aldus afgetrek, en die totale bedrag elke maand, maar voor die 10de dag van elke maand, aan die Sekretaris van die Raad stuur.

(3) Sodanige totale bedrag moet vergesel gaan van 'n lys wat die naam en adres van die werkgever, die diensrekordkaartnommer van die werknemers van wie se loon die bedrag afgetrek is, die bedrag van elke aftrekking en die totale bedrag van die werkgever se bydrae meld.

(4) Waar 'n werkgever sodanige bedrag vir die eerste maal betaal, moet die bedrag vergesel gaan van die volgende addisionele inligting:

(a) Die volle naam en adres van elke bydraer;

(b) die diensrekordkaartnommer van elke bydraer;

en die werkgever moet daarna die Fonds week na week in kennis stel van alle veranderings in die lys van bydraers.

(5) Die werkgever moet die Fonds elke maand verwittig van alle bydraers wat vir vier agtereenvolgende loonweke of langer sonder besoldiging afwesig was.

(6) 'n Werkgever mag nie sy eie bydrae in die geheel, of 'n deel daarvan, van die verdienste van 'n bydraer aftrek of enige teenprestasie ten opsigte van sodanige bydrae van die bydraer ontvang nie.

(7) Wanneer 'n bydraer met verlof met volle besoldiging of minder as volle besoldiging is en/of wanneer 'n bydraer korttyd werk, moet beide sy eie en die werkgever se bydrae voortgesit word.

(8) Indien 'n bedrag per abuis tot die Fonds bygedra word, is die Fonds nie daarvoor aanspreeklik om daardie bydrae na verloop van ses maande vanaf die datum van sodanige betaling terug te betaal nie.

(9) Wanneer bystand per abuis aan 'n bydraer betaal is as gevolg daarvan dat sodanige bydraer bedrae aan die Fonds betaal het wat nie verskuldig was nie, kan die Bestuurskomitee die bedrag van die bystand wat aldus betaal is, verreken—

(a) teen 'n bedrag wat as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie, van die Fonds geëis word; en

(b) teen toekomstige bystand wat deur die Fonds aan genoemde bydraer verskuldig mag word.

7. FINANSIES

(1) Alle geld wat deur die Fonds ontvang word, moet gestort word in 'n bankrekening wat op naam van die Fonds geopen is. Opdragings uit die Fonds moet geskied per tjek, wat onderteken moet word deur dié persone wat van tyd tot tyd deur die Bestuurskomitee daartoe gemagtig mag word.

(2) Geld wat nie onmiddellik nodig is om die lopende koste van die Fonds te bestry nie, moet deur die Bestuurskomitee belê word in—

(a) bouverenigings of banke wat onderskeidelik ingevolge die Bouverenigingswet, 1965, of die Bankwet, 1965, geregistreer is, die Nasionale Finansiële korporasie van Suid-Afrika wat ingevolge die Wet op die Nasionale Finansiële korporasie, 1949, gestig is, of die Posspaarkas;

(b) wissels, verbande of sekuriteite uitgereik of gewaarborg deur die Regering van die Republiek van Suid-Afrika of 'n provinsiale administrasie;

(c) wissels, verbande of sekuriteite uitgereik of gewaarborg deur, of deposito's by, 'n plaaslike owerheid in die Republiek van Suid-Afrika wat by wet gemagtig is om belastinge op onroerende eiendom te hef;

(d) wissels, verbande of sekuriteite uitgereik of gewaarborg deur die Randwaterraad of die Elektriesiteitsvoorsieningskommissie of deur 'n inrigting wat, na die mening van die Registrateur van Pensioenfondse wat ingevolge die Wet op Pensioenfondse, 1956, aangestel is, finansiële gesond is en deur hom goedgekeur is;

(e) deposito's by, of obligasies genoteer op, 'n effektebeurs in die Republiek van Suid-Afrika, uitgereik deur die Land- en Landboubank van Suid-Afrika;

(f) effekte van die Suid-Afrikaanse Reserwebank;

(b) 25c per week vanaf 1 Julie 1981:

Provided that no deductions shall be made from the wages of any male contributor who has reached the age of 65 years or of any female contributor who has reached the age of 60 years: Provided further that no new contributor shall be admitted to membership if over the age of 60 years, in the case of males and 55 years, in the case of females.

(2) To the amounts so deducted the employer shall contribute an equal amount and shall forward month by month but not later than the 10th day of each month the total sum to the Secretary of the Council.

(3) Such total sum must be accompanied by a list showing the name and address of the employer and the record of service card number of employees from whom deductions are made, the amount of each deduction and the total amount of the employer's contribution.

(4) In the case of the first such payment by any employer the sum must be accompanied by the following additional information.

(a) The full names and address of each contributor;

(b) the record of service card number of each contributor;

and the employer shall thereafter notify the Fund week by week of all changes in the list of contributors.

(5) The employer shall each month notify the Fund of all contributors who have been absent without pay for four or more consecutive pay-weeks.

(6) An employer shall not deduct the whole or any part of his own contribution from the earnings of a contributor or receive any consideration from the contributor in respect of such contribution.

(7) When a contributor is on leave on full pay or less than full pay and/or when a contributor is on short-time, both his and the employer's contribution shall be continued.

(8) If any contribution is made in error to the Fund, the Fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

(9) Whenever any benefit has been mistakenly paid to a contributor as a result of such contributor having made to the Fund payments which were not due the Management Committee may set off the amount of benefits so paid—

(a) against any sum claimed from the Fund as a repayment of such contributions which were not due; and

(b) against any future benefits that may become due by the Fund to the said contributor.

7. FINANCE

(1) All moneys received by the Fund shall be deposited in a banking account opened in the name of the Fund. Withdrawals from the Fund shall be by cheque signed by such persons as may, from time to time, be authorised by the Management Committee.

(2) Moneys not immediately required to meet current charges upon the Fund shall be invested by the Management Committee in—

(a) building societies or banks registered in terms of the Building Societies Act, 1965, or the Banks Act, 1965, respectively, the National Finance Corporation of South Africa established under the National Finance Corporation Act, 1949, or the Post Office Savings Bank;

(b) bills, bonds or securities issued or guaranteed by the Government of the Republic of South Africa or a provincial administration;

(c) bills, bonds or securities issued or guaranteed by or deposits with any local authority in the Republic of South Africa authorised by law to levy rates upon immovable property;

(d) bills, bonds or securities issued or guaranteed by the Rand Water Board or the Electricity Supply Commission or by any institution which is, in the opinion of the Registrar of Pension Funds appointed in terms of the Pension Funds Act, 1956, financially sound and which has been approved by him;

(e) deposits with, or debentures quoted on a stock exchange in the Republic of South Africa issued by, the Land and Agricultural Bank of South Africa;

(f) South African Reserve Bank stock;

(g) eerste verbande op onroerende eiendom goedgekeur deur die Bestuurskomitee: Met dien verstande dat—

(i) die Bestuurskomitee 'n beëdigde waardering van die eiendom moet verkry van 'n persoon wat deur die Bestuurskomitee benoem is, op voorwaarde dat niemand wat regstreeks of onregstreeks finansiële belang by die saak het, as 'n waardeerder aangestel mag word nie en dat die waardering gegrond moet word op 'n persoonlike inspeksie van die eiendom deur die waardeerder en op 'n voorgeskrewe vorm aangeteken moet word, en met dien verstande dat geen sodanige belegging ten opsigte van eiendom waarin 'n lid van die Raad regstreeks of onregstreeks 'n finansiële belang het, goedgekeur mag word nie;

(ii) verbande hoogstens 75 persent van die waardering mag wees;

(iii) die Bestuurskomitee nie 'n bedrag van meer as R120 000 in één verband mag belê nie;

Voorts met dien verstande dat minstens 50 persent van die totale bates van die Fonds ten alle tyd belê moet wees, soos in paragrawe (a) tot (f) bepaal;

(h) op enige ander manier deur die Nywerheidsregistrator goedgekeur.

(3) Die Bestuurskomitee kan, by besluit geneem op 'n behoorlik gekonstitueerde vergadering van die Komitee, magtiging daartoe verleen dat alle rente (of 'n gedeelte daarvan), wat ingevolge subklousule (2) van hierdie klousule uit beleggings verkry is, vir die toepassing van klousule 11 aangewend word: Met dien verstande dat die bedrag aan rente waarvoor daar aldus magtiging verleen word, in geen tydperk van ses maande geëindig onderskeidelik 30 Junie en 31 Desember, meer mag bedra nie as die rente wat die Fonds werklik gedurende sodanige tydperk ontvang het, min die administrasiekoste van die Fonds vir die betrokke tydperk.

(4) Die Bestuurskomitee moet 'n ouditeur aanstel wat 'n openbare rekenmeester moet wees en wie se besoldiging uit die Fonds betaal moet word.

(5) Die Bestuurskomitee moet volledige en juiste rekenings van die Fonds laat byhou en moet twee keer per jaar 'n rekening vir die tydperke eindigende 30 Junie en 31 Desember elke jaar, van al die inkomste en uitgawes van die Fonds en 'n staat wat sy bates en laste toon, laat opstel. Elke sodanige rekening en staat moet gesertifiseer word deur die ouditeur van die Fonds en mede-onderteken word deur die Voorsitter van die Bestuurskomitee van die Voorsorgfonds en binne drie maande ná die sluiting van die tydperk waarop dit betrekking het, aan die Sekretaris van Mannekragbenutting gestuur word, tesame met enige verslag daaroor deur genoemde ouditeur opgestel. 'n Kopie van die rekenings en balansstate wat twee keer per jaar opgestel moet word, moet beskikbaar wees vir insae deur lede van die Fonds.

(6) Alle administrasiekoste kom ten laste van die Fonds.

8. BYSTAND

(1) Bystand word verleen aan bydraers wat—

(a) die Nywerheid verlaat by bereiking van die aftreeleeftyd van 55 jaar in die geval van vroue en 60 jaar in die geval van mans; of

(b) die Bestuurskomitee daarvan oortuig dat hulle die Nywerheid vir goed verlaat het voor bereiking van sodanige aftreeleeftyd.

(2) *Begunstigde*.—Elke bydraer moet ingevolge subklousule (4) 'n begunstigde benoem aan wie enige bystand wat aan sodanige bydraer verskuldig is, betaal moet word indien die bydraer te sterwe kom. Indien die Fonds nie in besit is van sodanige benoeming nie, moet sodanige bystand aan die afhanklikes van sodanige bydraer betaal word: Met dien verstande dat indien die afgestorwe bydraer geen afhanklikes nalaat nie, of indien die afhanklikes nie vasgestel kan word nie, die bystand aan die boedel van sodanige afgestorwe bydraer betaal moet word. Die Raad moet na goeë dunks besluit of die afgestorwe bydraer 'n afhanklike nagelaat het en indien hy meer as een afhanklike nagelaat het, hoe die bystand onder hulle verdeel moet word.

(3) *Aansoekvorm*.—Die vorms waarop aansoeke ingedien moet word, moet volgens die betrokke tipe aansoek in Aanhangsels A tot F hiervan uiteengesit.

(4) *Aanstelling van begunstigde*.—Van elke bydraer word vereis om 'n staat in die vorm van Aanhangsel G aan te stuur.

By ontvangs van die staat moet die Sekretaris aan sodanige bydraer 'n sertifikaat stuur waarby die ontvangs van sodanige staat deur die Fonds erken word en waarin die naam en adres van die begunstigde vermeld word.

(g) first mortgages on immovable property approved by the Management Committee: Provided that—

(i) the Management Committee shall obtain a sworn appraisal of the property by a person nominated by the Management Committee, on condition that no person who has any direct or indirect financial interest in the matter shall be appointed as an appraiser and that the appraisal shall be based on a personal inspection of the property by the appraiser and recorded on a prescribed form, and provided that no such investment shall be approved in respect of any property in which any member of the Council has any direct or indirect financial interest;

(ii) mortgages shall not exceed 75 per cent of the appraisal;

(iii) the Management Committee shall not invest in any one mortgage a sum exceeding R120 000:

Provided further that at least 50 per cent of the Fund's total assets shall at all times be invested as provided for in paragraphs (a) to (f);

(h) any other manner approved by the Industrial Registrar.

(3) The Management Committee may, by resolution at a duly constituted meeting of the Committee, authorise the use of all or part of any interest earned on investments in terms of subclause (2) of this clause for the purposes of clause 11: Provided that the amount in interest so authorised would in no period of six months ending 30 June and 31 December, respectively, exceed the amount in interest actually received by the Fund during such period less the administration expenses of the Fund for the period in question.

(4) The Management Committee shall appoint an auditor who shall be a public accountant and whose remuneration shall be paid out of the Fund.

(5) The Management Committee shall cause full and true accounts of the Fund to be kept and shall cause to be prepared a biannual account for the periods ending on 30 June and 31 December of each year of all the revenue and expenditure of the Fund and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor of the Fund, and countersigned by the Chairman of the Provident Fund Management Committee and shall within three months of the close of the period to which it relates, be transmitted to the Secretary for Manpower Utilisation, together with any report made thereon by the said auditor. A copy of the biannual accounts and balance sheet shall be available for inspection by members of the Fund.

(6) All expenses of administration shall be a charge against the Fund.

8. BENEFITS

(1) Benefits shall be provided to contributors who—

(a) leave the Industry on reaching the retiring age of 55 years in the case of females and 60 years in the case of males; or

(b) satisfy the Management Committee that they have left the Industry permanently before such retiring age.

(2) *Beneficiaries*.—Every contributor shall be required to nominate a beneficiary in terms of subclause (4), to whom in the event of the death of the contributor any benefits due shall be paid. In the event of the Fund not being in possession of such nomination such benefits shall be paid to the dependants of such contributor: Provided that if the deceased contributor left no dependants or if the dependants cannot be established the benefits shall be paid into the estate of such deceased contributor. The Council shall in its absolute discretion decide whether the deceased contributor left a dependant and if he left more than one dependant, how the benefit shall be allocated amongst them.

(3) *Form of application*.—The forms on which applications are submitted shall be as set out in Annexures A to F hereto, according to the type of application involved.

(4) *Appointment of beneficiary*.—Each contributor shall be required to forward a statement in the form of Annexure G.

Upon receipt of the statement the Secretary shall forward to such contributor a certificate acknowledging receipt by the Fund of such statement, and stating the name and address of the beneficiary.

9. BEDRAG VAN BYSTAND

(1) *Bystand by onttrekking*.—Benoudens klousule 10 (1), is 'n bydraer geregtig op onttrekkingsbystand wanneer hy die Nywerheid vir goed verlaat of vir 'n aaneenlopende tydperk van een jaar werkloos was. Die minimum bystand wat aan bydraers betaal moet word, is soos volg:

(a) Waar 'n bydraer minder as twee jaar tot die Fonds bygedra het, is hy geregtig op slegs terugbetaling van sy eie bydraes.

(b) Waar die bydraer twee jaar of langer tot die Fonds bygedra het, is hy geregtig op terugbetaling van sy eie bydraes plus die volgende persentasies van sy eie bydraes:

	Persent
2 jaar.....	10
3 jaar.....	15
4 jaar.....	20
5 jaar.....	25
6 jaar.....	30
7 jaar.....	35
8 jaar.....	40
9 jaar.....	45
10 jaar.....	65
11 jaar.....	70
12 jaar.....	75
13 jaar.....	80
14 jaar.....	85
15 jaar.....	95
16 jaar.....	100
17 jaar.....	105
18 jaar.....	110
19 jaar.....	115
20 jaar.....	125
21 jaar.....	130
22 jaar.....	135
23 jaar.....	140
24 jaar.....	145
25 jaar.....	155
26 jaar.....	160
27 jaar.....	165
28 jaar.....	170
29 jaar.....	175
30 jaar en langer.....	185

(2) *Bystand by aftreding*.—(a) Benewens die bedrag wat ingevolge subklousule (1) van hierdie klousule verskuldig is, word 'n bedrag wat daaraan gelyk is, aan alle bydraers betaal wat die voorgeskrewe aftreeleeftyd bereik.

(b) As die bydraer aanhou werk en nie binne drie maande na die datum waarop hy die aftreeleeftyd bereik het 'n eis instel nie, is subklousule (4) (a) op hom van toepassing.

(3) *Opsionele vroeë aftreding*.—Met uitsondering van die geval waar 'n bydraer ooreenkomstig subklousule (6) in aanmerking kom vir 'n bedrag en sodanige bedrag wel aan hom betaal word, kan 'n bydraer wat minstens vyf jaar lank tot die Fonds bygedra het en wat dit verkies, by die Fonds aansoek doen om bystand by aftreding te eniger tyd nadat die bydraer in die geval van vroue, die leeftyd van 50 jaar, en in die geval van mans, die leeftyd van 55 jaar bereik het. Die Komitee moet magtiging vir die betaling van bystand volgens onderstaande skaal verleen as hy daarvan oortuig is dat die bydraer nie tot die Nywerheid sal terugkeer nie:

Leeftyd		Bystand
Mans	Vroue	
55	50	Onttrekkingsbystand plus nul.
56	51	Onttrekkingsbystand plus 20 persent.
57	52	Onttrekkingsbystand plus 40 persent.
58	53	Onttrekkingsbystand plus 60 persent.
59	54	Onttrekkingsbystand plus 80 persent.
60	55	Onttrekkingsbystand plus 100 persent.

(4) *Opsionele laat aftreding*.—(a) Waar 'n bydraer die voorgeskrewe aftreeleeftyd bereik maar in diens bly, kan die bydraer verkies om by diensbeëindiging of by bereiking van die leeftyd van 60 jaar in die geval van vroue of 65 jaar in die geval van mans, naamlik die vroegste datum, af te tree, en sodanige bydraer is, by beëindiging van diens of by bereiking van die leeftyd van 60 jaar in die geval van vroue of 65 jaar in die geval van mans, naamlik die vroegste datum, geregtig op die bystand, voorgeskryf in subklousule (1), soos dit op daardie datum bestaan, plus 100 persent.

(b) Die Bestuurskomitee moet elke kwartaal van die jaar 'n lys laat opstel van die name van bydraers wat volgens die registers van die Raad gedurende die daaropvolgende kwartaal die leeftyd van 60 jaar in die geval van vroue en 65 jaar in die geval van mans sal bereik.

9. AMOUNT OF BENEFITS

(1) *Withdrawal benefits*.—Subject to the provisions of clause 10 (1), a contributor shall be entitled to withdrawal benefits on leaving the Industry permanently or having been unemployed for a continuous period of one year. The minimum benefits that shall be paid to contributors shall be as follows:

(a) Where a contributor has paid into the Fund for less than two years he shall be entitled only to a refund of his own contributions.

(b) Where a contributor has paid into the Fund for two years or more, he shall be entitled to a refund of his own contributions plus the following percentages of his own contributions:

	Per cent
2 years.....	10
3 years.....	15
4 years.....	20
5 years.....	25
6 years.....	30
7 years.....	35
8 years.....	40
9 years.....	45
10 years.....	65
11 years.....	70
12 years.....	75
13 years.....	80
14 years.....	85
15 years.....	95
16 years.....	100
17 years.....	105
18 years.....	110
19 years.....	115
20 years.....	125
21 years.....	130
22 years.....	135
23 years.....	140
24 years.....	145
25 years.....	155
26 years.....	160
27 years.....	165
28 years.....	170
29 years.....	175
30 years and over.....	185

(2) *Retirement benefits*.—(a) In addition to the amount due in terms of subclause (1) an amount equal thereto shall be paid to all contributors who reach the prescribed retiring age.

(b) If the contributor remains in employment and does not claim within three months of the date he reaches retiring age, the provisions of subclause (4) (a) shall apply to him.

(3) *Optional early retirement*.—Except where a contributor qualifies for and is paid an amount in terms of subclause (6), a contributor who has paid into the Fund for at least five years and who so elects, may make application to the Fund for retirement benefits at any time after the contributor, in the case of females, has reached the age of 50 years and in the case of males has reached the age of 55 years: Provided the Committee is satisfied that the contributor will not return to the Industry, the Committee shall authorise benefits on the following scale:

Age		Benefits
Males	Females	
55	50	Withdrawal benefits plus nil.
56	51	Withdrawal benefits plus 20 per cent.
57	52	Withdrawal benefits plus 40 per cent.
58	53	Withdrawal benefits plus 60 per cent.
59	54	Withdrawal benefits plus 80 per cent.
60	55	Withdrawal benefits plus 100 per cent.

(4) *Optional late retirement*.—(a) Where a contributor reaches the retiring age but remains in employment, the contributor may elect to retire on termination of employment or on reaching the age of 60 years in the case of females or 65 years in the case of males, whichever is the earlier, and shall be entitled on termination of employment or on reaching the age of 60 years in the case of females or 65 years in the case of males, whichever is the earlier, to the benefits prescribed in subclause (1) as at such date, plus 100 per cent.

(b) The Management Committee shall cause a list to be prepared each quarter of the year showing the names of contributors who during the next quarter will, according to the records of the Council, reach the age of 60 years in the case of females and 65 years in the case of males.

(c) Die Sekretaris moet binne 14 dae na voltooiing van sodanige lys die betrokke werkgewers per geregistreerde pos verwittig van die name van sodanige bydraers en die datum(s) waarop aftrekkings van hul lone gestaak moet word.

(d) Die Sekretaris moet terselfdertyd elke bydraer per geregistreerde pos in kennis stel van die stand van sake en die bydraer vra om aansoek om bystand te doen.

(5) *Bystand ten opsigte van vorige diens.*—Vorige diens beteken diens in die Klerasienywerheid (Natal) vóór die stigting van die Voorsorgfonds, ten opsigte waarvan 'n lid tot die Voorsorgfonds van die Garment Workers' Industrial Union, Natal, bygedra het en nie bystand uit daardie Fonds ontvang het nie.

Bydraers wat minstens vyf jaar lank bydraers tot die Fonds was en wat minstens twee jaar lank lede van en bydraers tot die Voorsorgfonds van die Garment Workers' Industrial Union, Natal, was, is benewens enige ander bystand wat in hierdie Ooreenkoms voorgeskryf word, op die volgende skaal geregtig op bystand ten opsigte van vorige diens:

By dood, aftrede weens swak gesondheid, aftreeleefyd en opsionele vroeë aftreding: R50 vir elke jaar vorige diens.

(6) *Bystand aan bydraers wat die Nywerheid vir goed verlaat weens ernstige swak gesondheid of onvermoë om te werk voordat hulle die aftreeleefyd bereik.*—Die Bestuurskomitee moet by voorlegging van een of meer mediese sertifikate waarmee hy tevrede is, magtiging verleen dat dubbel die gewone onttrekkingsbystand waarop 'n bydraer kragtens subklousule (1) hiervan geregtig sou gewees het, aan die bydraer betaal word.

(7) *Bystand in geval van die afsterwe van 'n bydraer.*—By voorlegging van 'n bewys dat 'n bydraer oorlede is, moet die Bestuurskomitee magtiging daarvoor verleen dat dubbel die gewone onttrekkingsbystand waarop die bydraer op die datum van sy afsterwe kragtens subklousule (1) hiervan geregtig sou gewees het, betaal word soos in klousule 8 (2) bepaal.

(8) Vir die berekening van die bydraetydperk word die bydraer geag by te gedra het gedurende al die tydperke waarvan sy werkgewers van tyd tot tyd kennis aan die Fonds gegee het, en word tydelike afwesigheid van werk vir tydperke van minder as vier agtereenvolgende loonweke, ongeag die feit dat daar geen bydraes ten opsigte van sodanige afwesigheid ontvang mag gewees het nie, geag bydraetydperke te wees.

Daarenbove mag 'n bydraer nie benadeel word nie ten opsigte van 'n dienstydperk wat hy tot die Fonds moes bygedra het en ten opsigte waarvan sy werkgewer versuim het om bydraes aan te stuur.

(9) Vir die berekening van die onttrekkingsbystand moet die werklike weke bydraeplichtige diens bereken word.

(10) *Bonusbystand.*—(a) 'n Bydraer wat voor of op 31 Desember 1977 tot die Fonds bygedra het en wat in aanmerking kom vir—

- (i) gewone bystand by aftreding ingevolge subklousules (1) en (2);
- (ii) bystand by opsionele laat aftreding ingevolge subklousules (1) en (4);
- (iii) bystand weens swak gesondheid ingevolge subklousules (1) en (6);

is daarbenewens geregtig op die volgende bystand:

50 persent van die bystand hierbo bedoel en R300: Met dien verstande dat ingeval 'n bydraer te sterwe kom, dieselfde bonusbystand benewens die bystand ingevolge klousules (1) en (7) aan sy begunstigde betaal moet word.

(b) 'n Bydraer wat na 31 Desember 1977 'n bydraer tot die Fonds geword het en wat in aanmerking kom vir—

- (i) gewone bystand by aftreding ingevolge subklousules (1) en (2);
- (ii) bystand by vroeë aftreding ingevolge subklousules (1) en (3);
- (iii) bystand by opsionele laat aftreding ingevolge subklousules (1) en (4);
- (iv) bystand weens swak gesondheid ingevolge subklousules (1) en (6);

is daarbenewens geregtig op 25 persent van die bystand hierbo bedoel:

Met dien verstande dat, ingeval 'n bydraer te sterwe kom, dieselfde bonusbystand benewens die bystand ingevolge subklousules (1) en (7) aan sy begunstigde betaal moet word.

10. BETALING VAN BYSTAND

(1) Behalwe in die geval van aftrede weens ouderdom, opsionele vroeë aftreding, opsionele laat aftreding, swak gesondheid of dood, word geen bystand ten opsigte van enige eis betaal nie alvorens 'n tydperk van minstens een jaar verstryk het vandat die betrokke persoon laas in die Nywerheid in diens was.

(c) The Secretary shall, within 14 days of the completion of such list, advise the employers concerned by registered post of the names of such contributors and the date(s) upon which deductions from their wages shall cease.

(d) At the same time the Secretary shall by registered post notify each contributor of the position and invite the contributor to apply for benefits.

(5) *Past service benefits.*—Past service shall mean employment in the Clothing Industry (Natal) prior to the establishment of the Provident Fund, during which any member contributed to the Garment Workers' Industrial Union, Natal, Provident Fund and who has not received any benefits from that Fund.

Contributors who have been contributors to the Fund for not less than five years and who were members of and contributors to the Garment Workers' Industrial Union, Natal, Provident Fund for not less than two years are, in addition to any other benefits prescribed in this Agreement, entitled to past service benefits on the following scale:

On death, ill-health retirement, retiring age and optional early age retirement: R50 per year of past service.

(6) *Benefits to contributors who leave the Industry permanently due to serious ill-health or incapacity prior to reaching retiring age.*—The Management Committee shall upon production of one or more medical certificates satisfactory to the Committee, authorise that double the ordinary withdrawal benefits to which the contributor would be entitled in terms of subclause (1) hereof be paid to the contributor.

(7) *Benefits in the event of the death of a contributor.*—The Management Committee, upon production of proof of the death of a contributor, shall authorise that double the ordinary withdrawal benefits to which the contributor would have been entitled as at date of his death in terms of subclause (1) hereof, be paid as provided for in clause 8 (2).

(8) For the purpose of calculating the period of contribution, the contributor shall be deemed to have contributed during the entire periods notified to the Fund by his employers from time to time and temporary absences from work for periods of less than four consecutive pay-weeks shall, irrespective of the fact that no contributions may actually have been received in respect of such absences, be deemed to be periods of contribution.

Furthermore, no contributor shall be prejudiced in respect of any period of employment during which he should have contributed to the Fund in respect of which his employer failed to submit contributions.

(9) For the purpose of calculating withdrawal benefits, the actual weeks of contributory service shall be calculated.

(10) *Bonus benefits.*—(a) A contributor who was a contributor of the Fund on or before 31 December 1977 and who qualifies for—

- (i) normal retirement benefits in terms of subclauses (1) and (2);
- (ii) optional late retirement benefits in terms of subclauses (1) and (4);
- (iii) ill-health benefits in terms of subclauses (1) and (6);

shall, in addition, be entitled to the following benefits:

50 per cent of the benefits referred to above and R300: Provided that in the event of the death of a contributor, the same bonus benefits shall be paid to his beneficiary in addition to those in terms of subclauses (1) and (7).

(b) A contributor who became a contributor to the Fund after 31 December 1977 and who qualifies for—

- (i) normal retirement benefits in terms of subclauses (1) and (2);
- (ii) early age retirement in terms of subclauses (1) and (3);
- (iii) optional late retirement benefits in terms in subclauses (1) and (4);
- (iv) ill-health benefits in terms of subclauses (1) and (6);

shall, in addition, be entitled to 25 per cent of the benefits referred to above:

Provided that in the event of the death of a contributor, the same bonus benefits shall be paid to his beneficiary in addition to those in terms of subclauses (1) and (7).

10. PAYMENT OF BENEFITS

(1) Except in the case of age retirement, optional early retirement, optional late retirement, ill-health or death, no benefits shall be paid in respect of any claim until a period of at least one year has elapsed from the time the person concerned was last employed in the Industry.

(2) Ingeval 'n bydraer tot die Nywerheid terugkeer voordat sodanige eis betaal is, vervall die eis outomaties en moet die bydraer onverwyld hervat word.

(3) Waar 'n bydraer tot die Nywerheid terugkeer nadat 'n eis betaal is of nadat sy bystand ooreenkomstig subklousule (10) verbeur is, moet hy, indien onder die leeftyd van 60 jaar in die geval van mans of 55 jaar in die geval van vroue, geag word 'n nuwe bydraer te wees.

(4) As sodanige bydraer alreeds die leeftyd van 60 jaar in die geval van mans of 55 jaar in die geval van vroue bereik het, word hy nie toegelaat om weer by die Fonds aan te sluit nie.

(5) Ingeval 'n aangestelde begunstigde nie bystand wat ingevolge hierdie klousule verskuldig is, binne drie maande na die afsterwe van 'n bydraer eis nie, moet die Bestuurskomitee 'n advertensie plaas in drie agtereenvolgende uitgawes van twee nuusblaie wat in omloop is in die distrik waarin die afgestorwe bydraer gewoonlik woonagtig was, en daarin moet die naam en laas bekende werkplek van die afgestorwe bydraer gemeld word, asook die feit dat bystand vir die begunstigde beskikbaar is op 'n plek wat die Bestuurskomitee aangewys het. As die begunstigde versuim om binne drie maande na die datum waarop sodanige advertensie vir die laaste keer geplaas is, die bystand te eis wat aan hom verskuldig is, moet sodanige bystand in die boedel van die afgestorwe bydraer gestort word. Die koste van die advertensie moet afgetrek word van geld wat ingevolge hierdie subklousule betaalbaar is.

(6) Die Bestuurskomitee moet so gou moontlik ná 31 Desember van elke jaar en binne drie maande daarna 'n lys laat opstel waarin die naam van elke bydraer verskyn wat nie gedurende die voorafgaande kalenderjaar in die Nywerheid in diens was nie en wat nie bystand geëis het nie.

(7) Die Bestuurskomitee moet voor of op 31 Maart van die jaar wat volg op sodanige tydperk van een jaar 'n kennisgewing laat publiseer waarin verklaar word dat 'n lys van alle bydraers wat nie gedurende die voorafgaande jaar soos hierbo vermeld bystand geëis het nie, ter insae lê op die kantoor van die Fonds en dat 'n duplikaat lys ter insae lê op die kantoor van die vakvereniging.

(8) By sodanige kennisgewing moet alle betrokke bydraers of belanghebbendes gevra word om die bystand binne drie maande te eis en om volledige besonderhede te verstrek van die gronde waarop sodanige eise ingedien word.

(9) Die kennisgewing moet gepubliseer word in drie agtereenvolgende uitgawes van minstens twee nuusblaie wat in die regsgebied van die Nywerheidsraad vir die Klerasiennywerheid (Natal) in omloop is.

(10) Die Bestuurskomitee moet op die eerste vergadering na die laaste datum waarop eise ingedien kan word, sodanige eise oorweeg en aan 'n bydraer of persoon wat gemagtig is om sodanige bystand namens hom te ontvang wat 'n geldige eis ingedien het op die manier hierin voorgeskryf, die geld betaal wat hoogstens die volle bystand beloop wat aan die bydraer verskuldig is, min, na goëddunke, die advertensiekoste. Ingeval geen eis ingedien word deur of namens die persoon wie se naam op die lys voorkom nie, moet alle bystand wat aan hom verskuldig is, aan die Fonds verbeur word. Die Sekretaris moet aan voornoemde vakvereniging die lys stuur soos hierin gemeld, en in sodanige lys moet die naam en laas bekende werkplek van die lid en die bystand wat verskuldig is, gemeld word.

11. ADDISIONELE BYSTAND

(1) Die Bestuurskomitee kan van tyd tot tyd die bystand hierin vermeld, verhoog deur 'n bonus te verklaar in die lig van verbeterings in die finansies van die Fonds weens—

(a) rente wat opgeloopt het;

(b) bydraers wat die Nywerheid verlaat voordat hulle gekwalifiseer het vir die volle 100 persent van die werkgevers se bydraes:

Met dien verstande dat sodanige bonus vasgestel moet word slegs nadat 'n openbare rekenmeester ondersoek ingestel het na die laste van die Fonds: Voorts met dien verstande dat sodanige bonus nie meer mag wees nie as enige bedrag wat sodanige openbare rekenmeester aanbeveel het. Die bydraers se rekenings moet met enige sodanige bonus gekrediteer word en die bonus is gelyktydig met en benewens die bystand voorgeskryf in klousule 9, aan sodanige bydraers betaalbaar.

(2) Die Bestuurskomitee kan ook die geld in subklousule (1) bedoel en alle rente wat ooreenkomstig klousule 7 (3) gemagtig is, gebruik om die bystand te vergroot aan persone wat minstens vyf jaar lank tot die Fonds bygedra het en wat weens swak gesondheid of onvermoë om te werk, verplig word om die Nywerheid vir goed te verlaat voordat hulle die aftreeleefyd bereik of wat die aftreeleefyd bereik maar nie vir bystand ten opsigte van vorige diens in aanmerking kom nie.

(2) In the event of a contributor returning to the Industry before such claim has been met the claim shall automatically lapse and contributions be resumed forthwith.

(3) Where a contributor returns to the Industry after payment of any claim or after his benefits have been forfeited in terms of subclause (10) he shall, if under the age of 60 years in the case of males or 55 years in the case of females, be regarded as a new contributor.

(4) If such contributor has already reached the age of 60 years in the case of males or 55 years in the case of females, he will not be permitted to rejoin the Fund.

(5) In the event of an appointed beneficiary not claiming any benefit due in terms of this clause within three months of the death of a contributor, the Management Committee shall insert an advertisement in three successive issues of two newspapers circulating in the district in which the deceased contributor was normally resident stating the name and last known place of work of the deceased contributor and the fact that benefits are available for collection by the beneficiary at a place appointed by the Management Committee. If within three months of the date of the last insertion of such advertisement the beneficiary fails to claim the benefit due to him such benefit shall be paid into the estate of the deceased contributor. The cost of the advertisement shall be deducted from any moneys payable in terms of this subclause.

(6) The Management Committee shall cause a list to be prepared as soon as possible after 31 December of each year and within three months thereafter, showing the name of every contributor who has not been employed in the Industry during the past calendar year and who has not claimed benefits.

(7) The Management Committee shall, not later than 31 March of the year following such one-year period, cause to be published a notice stating that a list of all contributors who have not claimed benefits during the past year as stated above is available for inspection at the office of the Fund and that a duplicate list is available at the office of the trade union.

(8) The notice shall call upon all contributors concerned or interested persons on their behalf, to submit claims for benefits within three months and to furnish full details of the grounds on which such claims are made.

(9) The notice shall be published in three consecutive issues of at least two newspapers circulating in the area of jurisdiction of the Industrial Council for the Clothing Industry (Natal).

(10) The Management Committee shall, at the next meeting following the last date upon which claims may be submitted, consider such claims and shall pay to any contributor or person empowered to receive such benefits on his behalf who has submitted a competent claim in the manner prescribed herein, such moneys not exceeding the full benefit due to the contributor, less the cost of advertising, as it may deem fit. In the event of no claim being made by or on behalf of the person whose name appears on the list, any benefits due to him shall be forfeited to the Fund. The Secretary shall send to the trade union aforesaid the list herein referred to, which list shall state the name and last known place of work of the member and the benefit due.

11. ADDITIONAL BENEFITS

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

(a) accrual of interest;

(b) contributors leaving the Industry before qualifying for the full 100 per cent of the employer's contributions:

Provided that any such bonus shall be determined only after an investigation by a public accountant into the liabilities of the Fund: Provided further that such bonus shall not be in excess of any amount recommended by such public accountant. Any such bonus shall be credited to contributors' accounts and shall be payable to such contributors at the same time and in addition to the benefits prescribed in clause 9.

(2) The Management Committee may also use the moneys referred to in subclause (1) of this clause and any interest authorised in terms of clause 7 (3) to augment benefits to persons who have contributed to the Fund for not less than five years and who are compelled to leave the Industry permanently before reaching the retiring age on account of ill-health or incapacity, or who reach retiring age but do not qualify for past service benefits.

12. BYSTAND MAG NIE GESEDEER OF AFGESTAAN WORD NIE

Bystand mag nie—

(a) gesedeer, afgestaan, oorgedra of op enige manier oorgemaak word nie, hetsy in die algemeen of as sekuriteit vir enige skuld of verbintenis aangegaan deur die bydraer. Die Fonds is onder geen verpligting om sodanige voorgewegewe sedering, afstand, oordrag of oormaking te erken of daarvolgens te handel nie;

(b) verreken word nie teen 'n skuld wat verskuldig is deur die persoon wat op sodanige bystand geregtig is.

13. ONTBINDING VAN DIE FONDS

(1) Ingeval hierdie Ooreenkoms of 'n verlenging daarvan verstryk en 'n latere ooreenkoms vir die voortsetting van die Fonds nie binne 'n tydperk van twee jaar vanaf die datum van sodanige verstryking aangegaan word nie of ingeval die Fonds nie deur die Raad binne sodanige tydperk oorgedra word na 'n ander fonds wat vir dieselfde doel geskep is as dié waarvoor die oorspronklike Fonds gestig is nie, moet die Fonds deur die Bestuurskomitee gelikwedeer word asof die bydraers die Nywerheid verlaat het. Die Fonds moet gedurende genoemde tydperk van twee jaar of tot tyd en wyl dit oorgedra word na die ander fonds hierbo gemeld, deur die Bestuurskomitee geadminestreer word. Ingeval die Fonds gelikwedeer word soos hierbo bepaal, moet 'n lys van die name van daardie bydraers wie se tuiste of adres nie opgespoor kan word nie, deur die Bestuurskomitee gepubliseer word in drie koerante wat in die regsgebied van die Nywerheidsraad vir die Klerasiennywerheid (Natal) in omloop is. Sodanige lys moet die jongs bekende huisadres van elke bydraer noem en die bedrae in iedere geval verskuldig. Ingeval geen eis deur 'n persoon of persone wie se name in die lys voorkom binne ses maande na sodanige publikasie ingestel word nie, moet die geld aan hulle verskuldig aan die Fonds verbeur word.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds nog deur die Bestuurskomitee wat as dan aan die bewind is, geadminestreer word. 'n Vakature wat in die Komitee ontstaan, kan deur die Registrateur uit die gelede van die werkgewers of die werknemers, na gelang van die geval, gevul word ten einde te verseker dat daar ewe veel werkgewers- en werknemersvertegenwoordigers in die Komitee is. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan die Registrateur 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustees het vir sodanige doel al die bevoegdhede van die Komitee. As daar geen Raad bestaan nie, moet die Fonds by die verstryking van hierdie Ooreenkoms deur die Komitee wat kragtens hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, gelikwedeer word op die manier voorgeskryf in subklousule (3), en as die sake van die Raad by die verstryking van hierdie Ooreenkoms reeds gelikwedeer en sy bates verdeel is, moet die saldo van hierdie Fonds ingevolge artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(3) By likwidasië van die Fonds ooreenkomstig subklousule (1), moet die geld wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word.

14. AGENTE

Die Raad kan een of meer persone aanstel om te help om uitvoering aan hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer om sodanige persoon/persone toe te laat om sy bedryfsinrigting binne te gaan en om dié navrae te doen en dié dokumente, boeke, loonstate en loonkoeferte te ondersoek en dié persone te ondervra wat nodig mag wees om vas te stel of hierdie Ooreenkoms nagekom word.

15. VRYSTELLINGS

Die Raad kan om 'n afdoende rede vrystelling van 'n bepaling van hierdie Ooreenkoms of ten opsigte van 'n persoon voorwaardelik of op 'n ander manier verleen.

16. VRYWARING

Die lede van die Bestuurskomitee en hul plaasvervangers en die lede van die Raad se Uitvoerende Komitee en die lede van 'n subkomitee is nie aanspreeklik nie vir 'n verlies

12. BENEFITS NOT TO BE CEDED OR ASSIGNED

Benefits shall not be—

(a) capable of being ceded, assigned, transferred or made over in any way, either generally, or as security for any debt or obligation due by the contributor. The Fund shall be under no obligation to recognise, acknowledge or act on any such purported cession, assignment, transfer or making over;

(b) set off against any debt due by the person entitled to such benefits.

13. DISSOLUTION OF THE FUND

(1) In the event of the expiry of this Agreement or any extension thereof and a subsequent agreement for the continuation of the Fund not being negotiated within a period of two years of the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original Fund was created, the Fund shall be liquidated by the Management Committee as though the contributors had left the Industry. The Fund shall during the said period of two years or until such time as it is transferred to any other fund referred to above, be administered by the Management Committee. In the event of the Fund being liquidated as provided above, a list of the names of those contributors whose whereabouts cannot be traced shall be published by the Management Committee in three newspapers circulated in the area of the jurisdiction of the Industrial Council for the Clothing Industry (Natal). Such list shall include the last known home address of each contributor and the amounts due in each case. In the event of no claim being made by a person or persons whose names appear in the list published within six months of such publication, the moneys due to them shall be forfeited to the Fund.

(2) 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 continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the Committee may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustees shall possess all the powers of the Committee for such purpose. In the event of there being no Council in existence the fund shall upon the expiry of this Agreement be liquidated by the Committee functioning in terms of this subclause, or the trustees or trustees, as the case may be, in the manner set forth in subclause (3) of this clause, and if upon the expiry this Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(3) Upon liquidation of the Fund in terms of subclause (1) of this clause the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

14. AGENTS

The Council may appoint one or more persons to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such person(s) to enter his establishment and to institute such enquiries and to examine such documents, books, wage sheets and pay envelopes and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

15. EXEMPTIONS

The Council may grant exemption conditionally or otherwise from any of the provisions of this Agreement or in respect of any person for any good or sufficient reason.

16. INDEMNITY

The members of the Management Committee and their alternates and the members of the Council's Executive Committee and the members of any subcommittee shall not be

uit die Fonds as gevolg van 'n onbehoorlike belegging wat te goeder trou gedoen is of as gevolg van 'n daad wat in die bona fide-administrasie van die Fonds verrig is of as gevolg van die nalatigheid of bedrog van 'n agent of werknemer wat in diens mag wees hoewel die indiensneming van sodanige agent of werknemer nie streng noodsaaklik was nie of as gevolg van 'n daad of versuim, te goeder trou, van sodanige lede of plaasvervangers of as gevolg van 'n ander saak of ding, uitgesonderd individuele moedswillige of bedrieglike optrede van die kant van sodanige lede of plaasvervangers wat, soos gepoog mag word, aanspreeklik gehou word. Elke sodanige lid of plaasvervanger moet deur die Fonds vergoed word vir enige aanspreeklikheid wat hy aangegaan het om hom te verweer in enige geding, hetsy siviël of krimineel, wat voortspruit uit 'n bewering dat daar te kwader trou gehandel is en waarin die uitspraak in sy guns is of hy onskuldig bevind word.

17. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf in die regulasies kragtens die Wet, op 'n plek wat vir sy werknemers geredelik toeganklik is, in elkeen van sy bedryfs-inrigtings vertoon.

Namens die partye op hede die 18de dag van Oktober 1979 in Durban onderteken.

R. G. SAVAGE, Voorsitter.

I. MUCKDOOM, Ondervoorsitter.

M. ANSELL, Sekretaris.

AANHANGSEL A

Die Sekretaris
Bestuurskomitee
Voorsorgfonds vir die Klerasiennywerheid (Natal)
Posbus 18354
Dalbridge, 4014

AANSOEK OM ONTTREKKINGSBYSTAND DEUR BYDRAERS ONDER DIE LEEFTYD VAN 50 JAAR (VROUE) OF 55 JAAR (MANS)

Van..... Voorheen.....
Voorname.....
Huidige adres.....
Geboortedatum..... Diensrekordkaartnommer.....
Benoemde.....
Adres van genoemde.....

Ek het die diens van die firma..... verlaat en het geen voorneme om weer werk in die Klerasiennywerheid in Natal te aanvaar nie, en wel om die volgende redes:

Ek eis hierby terugbetaling van my bedraes, plus dié persentasie wat my mag toekom.

Ek begryp dat, as ek te eniger tyd tot die Nywerheid sou terugkeer, ek nie daarop geregtig sal wees om aan die Voorsorgfonds te behoort nie, behalwe in dié mate waarvoor daar in die Ooreenkoms voorsiening gemaak word vir nuwe bydraers, en dat ek geen eis vir bystand ten opsigte van vorige diens kan instel nie.

Getuie..... Handtekening.....
Datum.....

L.W.—Eise deur persone onder die leeftyd van 50 jaar (vroue) en 55 jaar (mansk) kan uitbetaal word slegs twee jaar nadat sodanige persone laas in die Nywerheid werksaam was.

AANHANGSEL B

Die Sekretaris
Bestuurskomitee
Voorsorgfonds vir die Klerasiennywerheid (Natal)
Posbus 18354
Dalbridge, 4014

AANSOEK OM BYSTAND BY OPSIONELE VROEE AFTREDING

Van..... Voorheen.....
Voorname.....
Huidige adres.....
Geboortedatum..... Diensrekordkaartnommer.....
Benoemde.....
Adres van benoemde.....

Aangesien ek die leeftyd van..... bereik het en die Nywerheid vir goed verlaat het, doen ek hierby aansoek om bystand by opsionele vroeë aftreding.

Ek het geen voorneme om weer werk in die Klerasiennywerheid in Natal te aanvaar nie en begryp dat, as ek te eniger tyd tot die Nywerheid sou terugkeer, ek nie tot die Voorsorgfonds toegelaat sal word nie en dat ek hoegenaamd geen verdere eis teen die Fonds sal hê nie.

liable for any loss to the Fund arising by reason of any improper investment made in good faith or by reason of any act in their bona fide administration of the Fund or by reason of the negligence or fraud of any agent or employee who may be employed although the employment of such agent or employee was not strictly necessary or by reason of any act of omission made in good faith by such members or alternates or by reason of any other matter or thing save individual wilful or fraudulent wrongdoing on the part of such members or alternates who are sought to be made liable. Any such member or alternate shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings whether civil or criminal arising out of an allegation involving bad faith in which judgment is given in his favour or in which he is acquitted.

17. EXHIBITION OF AGREEMENT

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

Signed at Durban on behalf of the parties this 18th day of October 1979.

R. G. SAVAGE, Chairman.

I. MUCKDOOM, Vice-Chairman.

M. ANSELL, Secretary.

ANNEXURE A

The Secretary
The Management Committee
Clothing Industry, Natal, Provident Fund
P.O. Box 18354
Dalbridge, 4014

APPLICATION FOR WITHDRAWAL BENEFITS BY CONTRIBUTORS UNDER THE AGE OF 50 YEARS (FEMALES) OR 55 YEARS (MALES)

Surname..... Formerly.....
First names.....
Present address.....
Date of birth..... Record of Service Card No.....
Nominee.....
Address of nominee.....

I have left the employ of Messrs..... and have no intention of obtaining employment in the Clothing Industry in Natal for the following reasons:

I hereby claim refund of my contributions plus such percentage as may have accrued to me.

I understand that should I return to the Industry at any time in the future I shall not be entitled to belong to the Provident Fund except to the extent provided for in the Agreement in respect of new contributors and that I shall have no claim for past service benefits.

Witness..... Signature.....
Date.....

N.B.—Claims by persons under the age of 50 years (females) and 55 years (males) can be paid only two years after such persons were last employed in the Industry.

ANNEXURE B

The Secretary
The Management Committee
Clothing Industry, Natal, Provident Fund
P.O. Box 18354
Dalbridge, 4014

APPLICATION FOR OPTIONAL EARLY RETIREMENT BENEFITS

Surname..... Formerly.....
First names.....
Present address.....
Date of birth..... Record of Service Card No.....
Nominee.....
Address of nominee.....

Having reached the age of..... and having left the Industry permanently, I hereby apply for early retirement benefits.

I have no intention of obtaining employment in the Clothing Industry in Natal and understand that should I return to the Industry at any time in the future I shall not be admitted to the Provident Fund and shall have no further claim on the Fund whatsoever.

My laaste werk in die Nywerheid was by die firma.....
 en ek heg my geboorte-/doopsertifikaat aan ter staving van hierdie
 aansoek.

Getuie..... Handtekening.....
 Datum.....

L.W.—In die geval van persone wat vir 'n tydperk van drie en 'n
 half jaar of langer lede van die Voorsorgfonds van die Garment
 Workers' Industrial Union, Natal, was, moet 'n aansoek om bystand
 vir vorige diens ook aangeheg word.

AANHANGSEL C

Die Sekretaris
 Bestuurskomitee
 Voorsorgfonds vir die Klerasiennywerheid (Natal)
 Posbus 18354
 Dalbridge, 4014

AANSOEK OM AFTREDINGSBYSTAND

Van..... Voorheen.....
 Voornamen.....
 Huidige adres.....
 Geboortedatum..... Diensrekordkaartnommer.....
 Benoemde.....
 Adres van benoemde.....

Aangesien ek die leeftyd van..... bereik het, eis
 ek hierby die aftredingsbystand wat aan my verskuldig is.

Ek was lid/nie lid nie van die Voorsorgfonds van die Garment
 Workers' Industrial Union.

Ek begryp dat betaling deur die Fonds van gelde wat uit hoofde
 van hierdie aansoek aan my verskuldig is, my nie belet om steeds
 in die Nywerheid werksaam te wees nie maar dat ek by ontvangs
 van sodanige gelde geen verdere eis teen die Fonds het nie.

Getuie..... Handtekening.....
 Datum.....

L.W.—In die geval van persone wat lid van die Voorsorgfonds
 van die Garment Workers' Industrial Union, Natal, was, moet 'n
 aansoek om bystand ten opsigte van vorige diens aangeheg word.

AANHANGSEL D

Die Sekretaris
 Bestuurskomitee
 Voorsorgfonds vir die Klerasiennywerheid (Natal)
 Posbus 18354
 Dalbridge, 4014

AANSOEK OM BYSTAND TEN OPSIGTE VAN
VORIGE DIENS

Van.....
 Voornamen.....
 Huidige adres.....
 Diensrekordkaartnommer.....
 Datum van aansoek om aftredingsbystand.....
 Hoe lank lid van die Voorsorgfonds..... jaar
maande.....dae.

Ek sertifiseer hierby dat my totale diensrekord in die Klerasie-
 nywerheid in die regsgebied van die Raad
 is soos op my diensrekordkaart uiteengesit:

Firma	Tydpark	Jaar	Maande	Dae
van.....	tot.....			
van.....	tot.....			
van.....	tot.....			
van.....	tot.....			
van.....	tot.....			
van.....	tot.....			
Totaal.....				

Ek heg ondergenoemde getuigskrifte/dokumente aan as bewys
 ter staving van hierdie aansoek:

Getuie..... Handtekening.....
 Datum.....

AANHANGSEL E

Die Sekretaris
 Bestuurskomitee
 Voorsorgfonds vir die Klerasiennywerheid (Natal)
 Posbus 18354
 Dalbridge, 4014

My last employment in the Industry was with Messrs.....
 and I attach my birth/baptismal
 certificate in support of this application.

Witness..... Signature.....
 Date.....

N.B.—In the case of persons who were members of the Garment
 Workers' Industrial Union, Natal, Provident Fund, for a period
 of three and a half years or longer, an application for Past Service
 Benefits must also be attached.

ANNEXURE C

The Secretary
 The Management Committee
 Clothing Industry, Natal, Provident Fund
 P.O. Box 18354
 Dalbridge, 4014

APPLICATION FOR RETIREMENT BENEFITS

Surname..... Formerly.....
 First names.....
 Present address.....
 Date of birth..... Record of Service Card No.....
 Nominee.....
 Address of nominee.....

Having reached the age of..... I hereby claim the retire-
 ment benefits due to me.

I was/was not a member of the Garment Workers' Industrial
 Union Provident Fund.

I understand that payment by the Fund of moneys due to me
 in terms of this application is no bar to my continued employment
 in the Industry but that I shall on receipt of such moneys have no
 further claim on the Fund.

Witness..... Signature.....
 Date.....

N.B.—In the case of persons who were members of the Garment
 Workers' Industrial Union, Natal, Provident Fund, an application
 for Past Service Benefits must be attached.

ANNEXURE D

The Secretary
 The Management Committee
 Clothing Industry, Natal, Provident Fund
 P.O. Box 18354
 Dalbridge, 4014

APPLICATION FOR PAST SERVICE BENEFITS

Surname.....
 First names.....
 Present address.....
 Record of Service Card No.....
 Date of application for Retirement Benefits.....
 Length of membership of Provident Fund..... years
months.....days.

I hereby certify that my total record of employment in the
 Clothing Industry within the area of jurisdiction of the Council is
 as detailed on my Record of Service Card:

Firm	Period	Years	Months	Days
from.....	to.....			
from.....	to.....			
from.....	to.....			
from.....	to.....			
from.....	to.....			
Total.....				

I attached the following testimonials/documents as proof in
 support of this application:

Witness..... Signature.....
 Date.....

ANNEXURE E

The Secretary
 The Management Committee
 Clothing Industry, Natal, Provident Fund
 P.O. Box 18354
 Dalbridge, 4014

AANSOEK OM ONGESKIKTHEIDSBYSTAND

Van..... Voorheen.....
 Voornamen.....
 Huidige adres.....
 Geboortedatum..... Diensrekordkaartnommer.....
 Benoemde.....
 Adres van benoemde.....

Ek verklaar hierby dat ek die diens van die firma.....

verlaat het weens swak gesondheid/onvermoë om te werk, naamlik onvermoë van 'n aard wat my sal verhinder om werk in die Klerasi-nywerheid in Natal te verkry.

Ek eis hierby die gelde wat ooreenkomstig die Voorsorgfonds-ooreenkoms aan my verskuldig is.

Die ongeskiktheid waaraan ek ly, is (gee 'n kort beskrywing)

'n Geneeskundige sertifikaat ter staving van hierdie aansoek word aangeheg.

Getuie..... Handtekening.....
 Datum.....

L.W.—In die geval van persone wat lid van die Voorsorgfonds van die Garment Workers' Industrial Union, Natal, was, moet 'n aansoek om bystand ten opsigte van vorige diens aangeheg word.

AANHANGSEL F

Die Sekretaris
 Bestuurskomitee
 Voorsorgfonds vir die Klerasi-nywerheid (Natal)
 Posbus 18354
 Dalbridge, 4014

AANSOEK OM BEHOUD VAN REG OM BY TE DRA

Van..... Voorheen.....
 Voornamen.....
 Adres.....
 Diensrekordkaartnommer.....
 Werkzaam te.....

Aangesien ek die leeftyd van..... (55 jaar in die geval van vrouens, 60 jaar in die geval van mans) bereik het, doen ek hierby aansoek om die reg te behou om by te dra tot bereiking van die leeftyd gespesifiseer in klousule 6 (1) van die Voorsorgfondsooreenkoms.

Getuie..... Handtekening.....
 Datum.....

AANHANGSEL G

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
 (NATAL)

VOORSORGFONDS

AANSTELLING VAN BEGUNSTIGDE OM BYSTAND TE
 ONTVANG

1. Ek, die ondergetekende lid,.....
 (naam van bydraer in blokletters)

Diensrekordkaartnommer.....
 stel.....

(volle naam en adres van begunstigde in blokletters)

as my begunstigde ooreenkomstig die reëls van die Voorsorgfonds aan om die bystand te ontvang wat as gevolg van my oorlyde uit genoemde Fonds betaalbaar mag wees en stem daarmee in dat geen verandering van die begunstigde deur die Voorsorgfonds erken sal word nie, tensy ek skriftelik kennis daarvan gegee het aan die Sekretaris van die Fonds, Posbus 18354, Dalbridge, 4014.

2. Ek vrywaar die Raad soos deur die Bestuurskomitee van genoemde Fonds verteenwoordig, van enige eis deur die verteenwoordiger van my bestorwe boedel of deur enigen wie ook al ingestel vir betaling van bystand uit genoemde Fonds, mits sodanige bystand ooreenkomstig die bepalings hiervan aan my begunstigde betaal word.

3. Ingeval voornoemde begunstigde voor my te sterwe kom, verleen ek magtiging dat die bystand aan die verteenwoordiger van my boedel betaal word, en wanneer dit geskied, is die Voorsorgfonds geheel en al onthef van die aanspreeklikheid om sodanige bystand aan my begunstigde of 'n ander persoon, wie ook al, te betaal.

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

Handtekening van bydraer.....
 Adres van bydraer.....

Getuies:

1.....
 2.....

APPLICATION FOR DISABILITY BENEFITS

Surname..... Formerly.....
 First names.....
 Present address.....

Date of birth..... Record of Service Card No.....
 Nominee.....

Address of nominee.....

I hereby declare that I have left the employ of Messrs.....

owing to ill-health/incapacity of a nature that will preclude me from obtaining employment in the Clothing Industry in Natal.

I hereby claim the moneys due to me in terms of the Provident Fund Agreement.

The disability I am suffering from is (give brief description)

A medical certificate in support of this application is attached.

Witness..... Signature.....
 Date.....

N.B.—In the case of persons who were members of the Garment Workers' Industrial Union, Natal, Provident Fund, an application for Past Service Benefits must also be attached.

ANNEXURE F

The Secretary
 The Management Committee
 Clothing Industry, Natal, Provident Fund
 P.O. Box 18354
 Dalbridge, 4014

APPLICATION TO RETAIN RIGHT TO CONTRIBUTE

Surname..... Formerly.....
 First names.....
 Address.....
 Record of Service Card No.....
 Employed at.....

Having reached the age of..... 55 years (female), 60 years (male), I hereby apply to retain the right to contribute until the age specified in clause 6 (1) of the Provident Fund Agreement.

Witness..... Signature.....
 Date.....

ANNEXURE G

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
 (NATAL)

PROVIDENT FUND

APPOINTMENT OF BENEFICIARY TO RECEIVE BENEFITS

1. I, the undersigned member.....
 (name of contributor in block letters)

Record of Service Card No.....
 hereby appoint as my beneficiary.....

(full name and address of beneficiary in block letters)

in terms of the Rules of the Provident Fund to receive any benefits which may accrue from the said Fund by reason of my death, and I agree that no alteration in the appointment of the beneficiary shall be recognised by the Provident Fund unless notification thereof shall have been given by me, in writing, to the Secretary of the Fund, P.O. Box 18354, Dalbridge, 4014.

2. I indemnify the Council as represented by the Management Committee of the said Fund against any claim by the representative of my deceased estate or by any person whatsoever for payment of any benefits from the said Fund provided that payment is made to my beneficiary in terms hereof.

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

Dated at..... this..... day of..... 19.....

Signature of contributor.....
 Address of contributor.....

As witnesses:

1.....
 2.....

INHOUD

No.	Bladsy No.	Staats- koerant No.
Mannekragebenutting, Departement van Goewermentskennisgewings		
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