

BUITENGEWONE

EXTRAORDINARY

Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

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Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2041.] [3 Augustus 1951.
NYWERHEID-VERSOENINGSWET, 1937.

KLERASIENYWERHEID, TRANSVAAL.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel agt-en-veertig van die Nywerheid-versoeningswet, 1937, dat al al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Klerasienywerheid, vanaf die 5de dag van Augustus 1951 en vir die tydperk wat eindig op 31ste dag van Maart 1954 bindend is op die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging; en
- (b) kragtens subartikel (2) van artikel agt-en-veertig van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 22, 26 en 27 van genoemde Ooreenkoms vanaf die 5de dag van Augustus 1951 en vir die tydperk wat eindig op 31ste dag van Maart 1954 bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die Provinsie Transvaal.

P. O. SAUER,
Waarnemende Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL).

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit deur en aangegaan tussen die

„Transvaal Clothing Manufacturers' Association”

(hierna die „werkgewers” of „werkgewersorganisasie” genoem) aan die een kant en die

„Garment Workers' Union”

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

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

A—4106

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2041.] [3 August 1951.
INDUSTRIAL CONCILIATION ACT, 1937.

CLOTHING INDUSTRY, TRANSVAAL.

I, PAUL OLIVER SAUER, Acting Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appear in the Schedule hereto and which relate to the Clothing Industry, shall be binding from the 5th day of August, 1951, and for the period ending the 31st day of March, 1954, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union; and
- (b) in terms of sub-section (2) of section forty-eight of the said Act, declare that the provisions contained in clauses 1, 3 to 22 (inclusive), 26 and 27 of the said Agreement shall be binding from the 5th day of August, 1951, and for the period ending the 31st day of March, 1954, upon the other employers and employees engaged or employed in the said Industry in the Province of Transvaal.

P. O. SAUER,
Acting Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between the

Transvaal Clothing Manufacturers' Association (hereinafter called “the employers” or “employers' organisation”), on the one part, and the

Garment Workers' Union

(hereinafter called “the employees” or “the trade union”), of the other part,

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepaling van hierdie Ooreenkoms moet in die Provinsie Transvaal deur alle werkgewers wat lede van die werkgewers-organisasie is en die klerasiennywerheid uitoefen, en deur alle werknemers wat lede van die vakvereniging en in daardie nywerheid werksaam is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, nagekom word; met dien verstande dat die bepaling van artikel 21 nie op werkgewers en werknemers in die magistratsdistrikte Pretoria, Heidelberg en Ventersdorp van toepassing is nie.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid bepaal word en bly van krag tot 31 Maart 1954 of vir 'n termyn wat hy bepaal.

3. WOORDBEPALINGS.

Alle uitdrukkings in hierdie Ooreenkoms wat in die Wet omskryf is, het dieselfde betekenis as in daardie Wet.

By vermelding van 'n wet is ook alle wysigings van die wet inbegrepe, en behalwe waar die teenoorgestelde blykbaar bedoel word, sluit woorde wat die manlike geslag aandui ook vrouens in; verder, sluit dit in 'stryd is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„basiese loon”, daardie deel van die besoldiging, met uitsondering van lewenskostoelae of bonus, kragtens artikel 5 van hierdie Ooreenkoms verdien, wat in kontant aan 'n werknemer betaal moet word ten opsigte van gewone werke soos deur artikel 9 van hierdie Ooreenkoms vasgestel;

„skoonmaak”, die verwydering van kolle of merke van materiaal of kledingstukke en/of die afknip van garinggrade;

„Klerasiennywerheid” of „Nywerheid”, die groothandelywerheid vir die vervaardiging van alle items en/of klasse klere (behalwe hoede van felt en strooi en behalwe gefatsoeneerde, geblokte, getooidde en/of gemodelleerde hoede vir dames of meisies) met inbegrip van dié vervaardiging op bestelling van enige Staatsdepartement, provinsiale administrasie, die S.A. Spoorweë, Hawens en Lugdiens, en plaaslike owerhede, of op bestelling van handelaars wie se klante se afmetings deur of op verantwoordelikheid van dié handelaars gemeen word; en sluit alle bykomende of daaruitspruitende werksaamhede in, maar sluit nie kleremakery-op-maat vir mans of kleremakery-op-maat vir dames in nie.

„Raad”, die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) wat, ingevolge die Nywerheid-versoeningswet, 1924, geregistreer is, en beskou word geregistreer te wees ingevolge die Nywerheid-versoeningswet, 1937;

„uitkapper”, 'n manlike werknemer wat uitsluitlik kledingstukke met die hand of met die masjien van een of meer lae materiaal uitsny;

„inrigting”, 'n plek waarin enige werksaamheid in verband met die klerasiennywerheid verrig word;

„ervaring”, behoudens die toepassing van artikel 21, die totale dienstydperk of -tydperke van 'n werknemer in die klerasiennywerheid en/of op-maat-kleremaaknywerheid en/of private modemakery in enige hoedanigheid behalwe dié van werktuigkundige, bestuurder van 'n voertuig, wag of opsigter, stoomketel- of hyserbediende, klerklike werknemer, versendingsklerk, verpakker, voertuigsmeeerder, dryfriemhersteller, of werknemer wat een of meer van die werksaamhede wat in klousule 3 (1) (A) (XVIII) van Loonvaststelling No. 120 genoem word, verrig, en word in elke dienskontrak beskou aaneenlopend te wees van die datum waarop 'n werknemer by sy werkgewer in diens tree tot op die datum waarop dié diens beëindig word; met dien verstande dat vir die doel van berekening van 'n werknemer se ervaring, diens vir agt weke in enige kwartaal as diens vir die volle kwartaal beskou moet word; diens vir minder as agt weke moet nie as diens in dié kwartaal beskou word nie;

„fabriek”, 'n perseel wat kragtens Wet No. 22 van 1941 geregistreer moet word en waarin werknemers in diens in die klerasiennywerheid is;

„uurloon”, die weeklikse totale besoldiging, gedeel deur die getal ure wat gebruiklik in die betrokke inrigting gedurende 'n week gewerk word;

„oplê”, die oplê van materiaal op een of meer lae op die snytafel en dit kan die oopsny van die ente insluit;

„leerling”, in die geval van werknemers in diens om patrone te maak en/of te gradeer, en van manlike werknemers [met uitsondering van persers en uitkappers en dié in subartikel 1 (f) van artikel 4 genoem], 'n werknemer met minder as vyf jaar ervaring; in die geval van vroulike werknemers in diens om uit te lê en/of patrone af te merk, manlike persers en sowel manlike as vroulike uitkappers, 'n werknemer met minder as drie jaar ervaring; in die geval van ander vroulike werknemers [behalwe dié in subartikel 1 (f) van artikel 4 genoem], 'n werknemer met minder as twee-en-'n-half jaar ervaring; en in die geval van alle ander werknemers, 'n werknemer met minder as een-en-'n-half jaar ervaring;

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Province of the Transvaal by all employers who are members of the employers' organization and are engaged in the Clothing Industry, and by all employees who are members of the trade union and are employed in that industry and for whom minimum wages are prescribed in this Agreement; Provided that the terms of section 21 shall not apply to employers and employees in the Magisterial District of Pretoria, Heidelberg or Ventersdorp.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour, and shall remain in force until the 31st March, 1954, or for such period as may be determined by him.

3. DEFINITIONS.

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

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

“Act” means the Industrial Conciliation Act, 1937;

“basic wage” means that portion of the remuneration excluding cost of living allowance or bonus earned in terms of section 5 of this Agreement, payable in money to an employee in respect of the ordinary hours of work as laid down in section 9 of this Agreement;

“cleaning” means the removing of spots or marks from materials or garments and/or the snipping off of threads;

“Clothing Industry” or “Industry” means the wholesale industry for the manufacture of all items and/or classes of wearing apparel (excluding hats of felt and straw and excluding ladies' and/or girls' shaped blocked trimmed and/or modelled hats) including such manufacture to the order of any department of State, Provincial Administration, the S.A. Railways, Harbours and Airways, and local authorities, or to the order of dealers whose customers' measurements are taken by or on the responsibility of such dealers; and includes all operations incidental thereto or consequent thereon, but does not include retail bespoke tailoring or retail bespoke dressmaking.

“Council” means the Industrial Council for the Clothing Industry (Transvaal), registered in terms of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of the Industrial Conciliation Act, 1937;

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

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

“experience” save for the purpose of section 21 means the total period or periods of employment of an employee in the Clothing Industry and/or bespoke tailoring industry and/or private dressmaking in any capacity other than a mechanic, driver of a vehicle, watchman or caretaker, boiler or lift attendant, clerical employee, despatch clerk, packer, vehicle greaser, belt repairer, or employee engaged in one or more of the operations enumerated under clause 3 (1) (A) (XVIII) of Wage Determination No. 120, and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time such service is terminated; provided that, for the purpose of computing an employee's experience, employment for eight weeks in any quarter shall be deemed to have been employment for the whole of the quarter; employment for less than eight weeks in any quarter shall be deemed not to have been employment in that quarter;

“factory” means any premises registrable in terms of Act No. 22 of 1941 in which employees are engaged in the Clothing Industry;

“hourly wage” means the weekly total remuneration divided by the number of hours ordinarily worked during a week by the establishment concerned;

“laying-up” means the laying of material in one or more thicknesses on the cutting table and may include slitting the ends;

“learner” means, in the case of employees engaged on making and/or grading patterns, and of male employees [other than pressers, choppers-out, and those specified in sub-section 1 (f) of section 4], an employee who has had less than five years' experience; in the case of female employees engaged on laying out and/or marking-in of patterns, male pressers and both male and female choppers-out, an employee who has had less than three years' experience; in the case of other female employees [excluding those specified in sub-section 1 (f) of section 4], an employee who has had less than two and a half years' experience; and in the case of all other employees, an employee who has had less than one and a half years' experience;

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

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

"patent-turning" means the turning out or over of the edges of flaps by hand or machine, and the turning of garments or parts thereof inside out;

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

"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 engaged in the under-pressing of garments and/or pressing off the finished and/or partly finished garments by hand or machine;

"qualified employee" means, in the case of employees engaged on making and/or grading patterns, and of male employees [other than pressers, choppers-out and those specified in sub-section 1 (f) of section 4], an employee who has had not less than five years' experience; in the case of female employees engaged on laying out and/or marking of patterns, male pressers and both male and female choppers-out, an employee who has had not less than three years' experience; in the case of other female employees [excluding those specified in sub-section 1 (f) of section 4], an employee who has had not less than two and a half years' experience; and in the case of all other employees, an employee who has had not less than one and a half years' experience;

"quarter" means, the three-monthly periods commencing on the first day of July, October, January and April;

"sort-time" means a temporary reduction of the number of working hours of any employee in any one week below 40 hours; or temporary cessation of work, by reason of the exigencies of the business, e.g. shortage of material or orders or the necessities of stocktaking;

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

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

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

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

4. WAGES.

(1) Subject to the provisions of sub-sections (2), (3) and (5) of this section and of sections 6 and 7 the following minimum basic wages and cost of living allowances shall be paid per week to the undermentioned classes of employees:—

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

	Minimum	C.O.L.A.	Total
	£ s. d.	£ s. d.	£ s. d.
Qualified employee.....	10 0 0	6 0 0	16 0 0
Learner.....	10 0 0	6 0 0	16 0 0

First Year.			
First thirteen weeks.....	2 0 0	1 4 0	3 4 0
Next thirteen weeks.....	2 10 0	1 10 0	4 0 0
Next thirteen weeks.....	3 0 0	1 16 0	4 16 0
Next thirteen weeks.....	3 10 0	2 2 0	5 12 0
Second Year.			
First thirteen weeks.....	4 0 0	2 8 0	6 8 0
Next thirteen weeks.....	4 10 0	2 14 0	7 4 0
Next thirteen weeks.....	5 0 0	3 0 0	8 0 0
Next thirteen weeks.....	5 10 0	3 6 0	8 16 0
Third Year.			
First thirteen weeks.....	6 0 0	3 12 0	9 12 0
Next thirteen weeks.....	6 10 0	3 18 0	10 8 0
Next thirteen weeks.....	7 0 0	4 4 0	11 4 0
Next thirteen weeks.....	7 10 0	4 10 0	12 0 0
Fourth Year.			
First thirteen weeks.....	8 0 0	4 16 0	12 16 0
Next thirteen weeks.....	8 5 0	4 19 0	13 4 0
Next thirteen weeks.....	8 10 0	5 2 0	13 12 0
Next thirteen weeks.....	8 15 0	5 5 0	14 0 0
Fifth Year.			
First thirteen weeks.....	9 0 0	5 8 0	14 8 0
Next thirteen weeks.....	9 5 0	5 11 0	15 4 0
Next thirteen weeks.....	9 10 0	5 14 0	16 0 0
Next thirteen weeks.....	9 15 0	5 17 0	16 12 0
And thereafter.....	10 0 0	6 0 0	16 0 0

"merk", die merk van die plekke van sakke, knoepe, knoopte, lusse, sluiters, pylle, some, omsaie en dergelike, ter voorbereiding van verdere werksaamhede;

"okkuperder", met betrekking tot enige perscel, die persoon wat die algemene beheer en kontrole oor enige besigheid wat op die perscel gedryf word, uitoefen, en as daar twee of meer sulke persone is, sluit dit al sulke persone in;

"patente omdraai", die omdraai, uit of oor, van die raande van krae, bekleding, gordels, bande, mou-omsaie, kappes, sakke en/of rande, met die hand of masjien, en die draai, binne-kan na buite, van kledingstukke of gedeeltes daarvan;

"stukwerk", enige stelsel, behalwe taakwerk, waarby besol-diging volgens die hoeveelheid of omvang van verrigte werk bereken word;

"onderliggend", sonder dat dit in 'n enkele opsig die gewone betekenis van die woord depekt, vergoeding van water-aard ook al wat vir die opleiding van 'n werknemer gegee word;

"perser", 'n werknemer werksaam by die binnepers van kledingstukke en/of afders van afgewerkte en/of half-afge-werkte kledingstukke met die hand of masjien;

"gekwalifiseerde werknemer", in die geval van werknemers in diens vir die maak en/of gradeer van patrone, en van man-likke werknemers [behalwe persers, uitkappers en die in sub-artikel 1 (f) van artikel 4 genoem], 'n werknemer met minstens vyf jaar ervaring; in die geval van vroulike werk-nemers in diens om uit te le en/of patrone te maak, man-likke persers en sowel manlike as vroulike uitkappers, 'n werknemer met minstens drie jaar ervaring; in die geval van ander vroulike werknemers [behalwe die in sub-artikel 1 (f) van artikel 4 genoem], 'n werknemer met minstens twee en 'n-half jaar ervaring; en in die geval van alle ander werknemers, 'n werknemer met minstens anderhalf jaar ervaring;

"kwartaal", die tydperke van drie maande beginnende op die eerste dag van Julie, Oktober, Januarie en April;

"korttyd", 'n tydelike vermindering van die getal werke van 'n werknemer onder 40 uur in enige week, of 'n tydelike onderbreking van die werk, weens die vereistes van die bedryf, soos tekort aan materiaal of bestellings of die ver-eistes van voortaadopname;

"afsy", die merk en/of regnys van die vorms van die nekke van hemde en onderkore;

"sorteer", die sorteer van kledingstukke of onderdele van kledingstukke, soos vir verskillende werksaamhede nodig;

"stempel", die stempel van groottes, identiteits- of werks-nommers op kledingstukke of dele van kledingstukke en/of etikette;

"taakwerk", die opdrag aan 'n werknemer deur die werk-gewer of sy verteenwoordiger om 'n bepaalde getal kleding-stukke of dele van kledingstukke binne vasgestelde tydperke deur die werk-gewer te laat vervaardig;

4. LONE.

(1) Behoudens die bepaling van subartikels (2), (3) en (5) van hierdie artikel en van artikels 6 en 7 moet die volgende mini-mum basiese lone en lewenskoste-toelae weekliks aan onderver-melde klasse werknemers betaal word:—

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

	Minimum	L.K.T.	Total
	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemer.....	10 0 0	6 0 0	16 0 0
Leerling.....	10 0 0	6 0 0	16 0 0

Eerste jaar.			
Eerste derien weke.....	2 0 0	1 4 0	3 4 0
Volgende derien weke.....	2 10 0	1 10 0	4 0 0
Volgende derien weke.....	3 0 0	1 16 0	4 16 0
Volgende derien weke.....	3 10 0	2 2 0	5 12 0
Tweede jaar.			
Eerste derien weke.....	4 0 0	2 8 0	6 8 0
Volgende derien weke.....	4 10 0	2 14 0	7 4 0
Volgende derien weke.....	5 0 0	3 0 0	8 0 0
Volgende derien weke.....	5 10 0	3 6 0	8 16 0
Derde jaar.			
Eerste derien weke.....	6 0 0	3 12 0	9 12 0
Volgende derien weke.....	6 10 0	3 18 0	10 8 0
Volgende derien weke.....	7 0 0	4 4 0	11 4 0
Volgende derien weke.....	7 10 0	4 10 0	12 0 0
Vierde jaar.			
Eerste derien weke.....	8 0 0	4 16 0	12 16 0
Volgende derien weke.....	8 5 0	4 19 0	13 4 0
Volgende derien weke.....	8 10 0	5 2 0	13 12 0
Volgende derien weke.....	8 15 0	5 5 0	14 0 0
Vyfde jaar.			
Eerste derien weke.....	9 0 0	5 8 0	14 8 0
Volgende derien weke.....	9 5 0	5 11 0	15 4 0
Volgende derien weke.....	9 10 0	5 14 0	16 0 0
Volgende derien weke.....	9 15 0	5 17 0	16 12 0
en daarna.....	10 0 0	6 0 0	16 0 0

(b) Manlike werknemers [uitgesonderd patroonmakers en/of gradeerders, persers, uitkappers en dié vir wie voorsiening in subartikel 1 (f) van hierdie artikel gemaak word:—

	Minimum basiese loon.	L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemer...	8 10 0	5 2 0	13 12 0
Leerling:—			
<i>Eerste jaar.</i>			
Eerste dertien weke.....	2 0 0	1 4 0	3 4 0
Volgende dertien weke.....	2 5 0	1 7 0	3 12 0
Volgende dertien weke.....	2 10 0	1 10 0	4 0 0
Volgende dertien weke.....	2 15 0	1 13 0	4 8 0
<i>Twee jaar.</i>			
Eerste dertien weke.....	3 0 0	1 16 0	4 16 0
Volgende dertien weke.....	3 5 0	1 19 0	5 4 0
Volgende dertien weke.....	3 10 0	2 2 0	5 12 0
Volgende dertien weke.....	3 15 0	2 5 0	6 0 0
<i>Derde jaar.</i>			
Eerste dertien weke.....	4 5 0	2 11 0	6 16 0
Volgende dertien weke.....	4 10 0	2 14 0	7 4 0
Volgende dertien weke.....	4 15 0	2 17 0	7 12 0
Volgende dertien weke.....	5 0 0	3 0 0	8 0 0
<i>Vierde jaar.</i>			
Eerste dertien weke.....	5 10 0	3 6 0	8 16 0
Volgende dertien weke.....	5 15 0	3 9 0	9 4 0
Volgende dertien weke.....	6 0 0	3 12 0	9 12 0
Volgende dertien weke.....	6 5 0	3 15 0	10 0 0
<i>Vyfte jaar.</i>			
Eerste dertien weke.....	6 15 0	4 1 0	10 16 0
Volgende dertien weke.....	7 5 0	4 7 0	11 12 0
Volgende dertien weke.....	7 15 0	4 13 0	12 8 0
Volgende dertien weke.....	8 5 0	4 19 0	13 4 0
en daarna.....	8 10 0	5 2 0	13 12 0

(c) Vroulike werknemers wat uitléwerk doen en/of patrone afmerk:—

	Minimum basiese loon.	L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemer...	5 0 0	3 0 0	8 0 0
Leerling:—			
<i>Eerste jaar.</i>			
Eerste dertien weke.....	1 10 0	0 18 0	2 8 0
Volgende dertien weke.....	1 15 0	1 1 0	2 16 0
Volgende dertien weke.....	2 0 0	1 4 0	3 4 0
Volgende dertien weke.....	2 5 0	1 7 0	3 12 0
<i>Tweede jaar.</i>			
Eerste dertien weke.....	2 10 0	1 10 0	4 0 0
Volgende dertien weke.....	2 15 0	1 13 0	4 8 0
Volgende dertien weke.....	3 0 0	1 16 0	4 16 0
Volgende dertien weke.....	3 5 0	1 19 0	5 4 0
<i>Derde jaar.</i>			
Eerste dertien weke.....	3 10 0	2 2 0	5 12 0
Volgende dertien weke.....	3 15 0	2 5 0	6 0 0
Volgende dertien weke.....	4 0 0	2 8 0	6 8 0
Volgende dertien weke.....	4 10 0	2 14 0	7 4 0
en daarna.....	5 0 0	3 0 0	8 0 0

(d) Persers (manlik) en uitkappers (manlik en vroulik):—

	Minimum basiese loon.	L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseer werknemer.....	4 15 0	2 17 0	7 12 0
Leerling:—			
<i>Eerste jaar.</i>			
Eerste dertien weke.....	2 0 0	1 4 0	3 4 0
Volgende dertien weke.....	2 2 6	1 5 6	3 8 0
Volgende dertien weke.....	2 5 0	1 7 0	3 12 0
Volgende dertien weke.....	2 10 0	1 10 0	4 0 0
<i>Tweede jaar.</i>			
Eerste dertien weke.....	2 15 0	1 13 0	4 8 0
Volgende dertien weke.....	3 0 0	1 16 0	4 16 0
Volgende dertien weke.....	3 5 0	1 19 0	5 4 0
Volgende dertien weke.....	3 10 0	2 2 0	5 12 0
<i>Derde jaar.</i>			
Eerste dertien weke.....	3 15 0	2 5 0	6 0 0
Volgende dertien weke.....	4 0 0	2 8 0	6 8 0
Volgende dertien weke.....	4 5 0	2 11 0	6 16 0
Volgende dertien weke.....	4 10 0	2 14 0	7 4 0
en daarna.....	4 15 0	2 17 0	7 12 0

(b) Male employees [excluding pattern makers and/or graders, pressers, choppers-out and those provided for in sub-section 1 (f) of this section]:—

	Minimum Basic.	C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
Qualified employee.....	8 10 0	5 2 0	13 12 0
Learner:—			
<i>First Year.</i>			
First thirteen weeks.....	2 0 0	1 4 0	3 4 0
Next thirteen weeks.....	2 5 0	1 7 0	3 12 0
Next thirteen weeks.....	2 10 0	1 10 0	4 0 0
Next thirteen weeks.....	2 15 0	1 13 0	4 8 0
<i>Second Year.</i>			
First thirteen weeks.....	3 0 0	1 16 0	4 16 0
Next thirteen weeks.....	3 5 0	1 19 0	5 4 0
Next thirteen weeks.....	3 10 0	2 2 0	5 12 0
Next thirteen weeks.....	3 15 0	2 5 0	6 0 0
<i>Third Year.</i>			
First thirteen weeks.....	4 5 0	2 11 0	6 16 0
Next thirteen weeks.....	4 10 0	2 14 0	7 4 0
Next thirteen weeks.....	4 15 0	2 17 0	7 12 0
Next thirteen weeks.....	5 0 0	3 0 0	8 0 0
<i>Fourth Year.</i>			
First thirteen weeks.....	5 10 0	3 6 0	8 16 0
Next thirteen weeks.....	5 15 0	3 9 0	9 4 0
Next thirteen weeks.....	6 0 0	3 12 0	9 12 0
Next thirteen weeks.....	6 5 0	3 15 0	10 0 0
<i>Fifth Year.</i>			
First thirteen weeks.....	6 15 0	4 1 0	10 16 0
Next thirteen weeks.....	7 5 0	4 7 0	11 12 0
Next thirteen weeks.....	7 15 0	4 13 0	12 8 0
Next thirteen weeks.....	8 5 0	4 19 0	13 4 0
And thereafter.....	8 10 0	5 2 0	13 12 0

(c) Female employees engaged on laying-out and/or marking-in of patterns:—

	Minimum Basic.	C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
Qualified employee.....	5 0 0	3 0 0	8 0 0
Learner:—			
<i>First Year.</i>			
First thirteen weeks.....	1 10 0	0 18 0	2 8 0
Next thirteen weeks.....	1 15 0	1 1 0	2 16 0
Next thirteen weeks.....	2 0 0	1 4 0	3 4 0
Next thirteen weeks.....	2 5 0	1 7 0	3 12 0
<i>Second Year.</i>			
First thirteen weeks.....	2 10 0	1 10 0	4 0 0
Next thirteen weeks.....	2 15 0	1 13 0	4 8 0
Next thirteen weeks.....	3 0 0	1 16 0	4 16 0
Next thirteen weeks.....	3 5 0	1 19 0	5 4 0
<i>Third Year.</i>			
First thirteen weeks.....	3 10 0	2 2 0	5 12 0
Next thirteen weeks.....	3 15 0	2 5 0	6 0 0
Next thirteen weeks.....	4 0 0	2 8 0	6 8 0
Next thirteen weeks.....	4 10 0	2 14 0	7 4 0
And thereafter.....	5 0 0	3 0 0	8 0 0

(d) Pressers (males) and choppers-out (males and females):—

	Minimum Basic.	C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
Qualified employee.....	4 15 0	2 17 0	7 12 0
Learner:—			
<i>First Year.</i>			
First thirteen weeks.....	2 0 0	1 4 0	3 4 0
Next thirteen weeks.....	2 2 6	1 5 6	3 8 0
Next thirteen weeks.....	2 5 0	1 7 0	3 12 0
Next thirteen weeks.....	2 10 0	1 10 0	4 0 0
<i>Second Year.</i>			
First thirteen weeks.....	2 15 0	1 13 0	4 8 0
Next thirteen weeks.....	3 0 0	1 16 0	4 16 0
Next thirteen weeks.....	3 5 0	1 19 0	5 4 0
Next thirteen weeks.....	3 10 0	2 2 0	5 12 0
<i>Third Year.</i>			
First thirteen weeks.....	3 15 0	2 5 0	6 0 0
Next thirteen weeks.....	4 0 0	2 8 0	6 8 0
Next thirteen weeks.....	4 5 0	2 11 0	6 16 0
Next thirteen weeks.....	4 10 0	2 14 0	7 4 0
And thereafter.....	4 15 0	2 17 0	7 12 0

- (e) (i) Vroulike werknemers [uitgesonderd patroonmakers en/of gradeerders, uitkappers, uitleërs en afmerkers van patrone en dié vir voorsiening in subartikel 1 (f) van hierdie artikel gemaak word]:—

	Minimum basiese loon.	L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseer werknemer.....	3 12 6	2 3 6	5 16 0
Leerling:—			
<i>Eerste jaar.</i>			
Eerste dertien weke.....	1 10 0	0 18 0	2 8 0
Volgende dertien weke.....	1 15 0	1 1 0	2 16 0
Volgende dertien weke.....	1 17 6	1 2 6	3 0 0
Volgende dertien weke.....	2 0 0	1 4 0	3 4 0
<i>Tweede jaar.</i>			
Eerste dertien weke.....	2 5 0	1 7 0	3 12 0
Volgende dertien weke.....	2 7 6	1 8 6	3 16 0
Volgende dertien weke.....	2 10 0	1 10 0	4 0 0
Volgende dertien weke.....	2 15 0	1 13 0	4 8 0
<i>Derde jaar.</i>			
Eerste dertien weke.....	3 0 0	1 16 0	4 16 0
Volgende dertien weke.....	3 5 0	1 19 0	5 4 0
en daarna.....	3 12 6	2 3 6	5 16 0

- (ii) Alle vroulike werknemers in subklousule (e) (i) van hierdie klousule vermeld wat voering met die hand inryg of baadjies fatsoeneer, en wat nie minder as drie jaar en drie maande ervaring het nie, moet minstens £3. 17s. 6d. per week plus 'n lewenskostetoelae van minstens £2. 6s. 6d. per week ontvang.

- (f) Werknemers in diens op een of meer van ondergenoemde bedrywighede: Skoonmaak, vou, verpak, vasspeld van afge- werkte kledingstukke, stempel, merk, sorteer, uitsny, oplê, pantente omdraai, met die hand enige opmaaksel sny (wat nie stukgoedere is nie) volgens 'n gegewe lengte of vorm, in outomatiese rolperse voer of uit outomatiese rolperse neem:—

- (i) Manlike werknemers:—

	Minimum basiese loon.	L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemer...	3 5 0	1 19 0	5 4 0
Leerling:—			
<i>Eerste jaar.</i>			
Eerste dertien weke.....	2 0 0	1 4 0	3 4 0
Volgende dertien weke.....	2 2 6	1 5 6	3 8 0
Volgende dertien weke.....	2 5 0	1 7 0	3 12 0
Volgende dertien weke.....	2 10 0	1 10 0	4 0 0
<i>Tweede jaar.</i>			
Volgende dertien weke.....	2 15 0	1 13 0	4 8 0
Volgende dertien weke.....	3 0 0	1 16 0	4 16 0
en daarna.....	3 5 0	1 19 0	5 4 0

- (ii) Vroulike werknemers:—

	Minimum basiese loon.	L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemer...	2 10 0	1 10 0	4 0 0
Leerling:—			
<i>Eerste jaar.</i>			
Eerste dertien weke.....	1 10 0	0 18 0	2 8 0
Volgende dertien weke.....	1 15 0	1 1 0	2 16 0
Volgende dertien weke.....	1 17 6	1 2 6	3 0 0
Volgende dertien weke.....	2 0 0	1 4 0	3 4 0
<i>Tweede jaar.</i>			
Eerste dertien weke.....	2 5 0	1 7 0	3 12 0
Volgende dertien weke.....	2 7 6	1 8 6	3 16 0
en daarna.....	2 10 0	1 10 0	4 0 0

- (2) *Skommelings in die lewenskostetoelae.*—(a) Die lewenskostetoelae wat in subartikel (1) van hierdie artikel voorgeskryf word, is slegs betaalbaar solank as die kleinhandelindekssyfer nie minder as 160.0, of meer as 165.0, is nie.

(b) Vir elke volle 5.0 punte styging van die kleinhandelprysindekssyfer bo 160.1 moet die lewenskostetoelae wat aan 'n werknemer betaal word, met 5% (vyf persent) van die minimum basiese loon wat in hierdie Ooreenkoms vir die bepaalde werknemer voorgeskryf word, verhoog word. In die geval van daling van die kleinhandelprysindekssyfer onder 'n syfer waarop 'n verhoging van die lewenskostetoelae betaalbaar word kragtens die bepaling van hierdie subklousule, kan die toelae *mutatis mutandis* op dieselfde wyse en met dieselfde bedrae soos hierin vir verhogings voorsiening gemaak is, verlaag word.

(c) Vir elke volle 5.0 punte daling van die kleinhandelprysindekssyfer onder 164.9, kan die lewenskostetoelae wat aan 'n werknemer betaal word, met 5% (vyf persent) van die minimum basiese loon wat in hierdie Ooreenkoms vir die bepaalde werknemer voorgeskryf word, verlaag word. In die geval van 'n styging van die kleinhandelprysindekssyfer bo 'n syfer waarop 'n verlaagde lewenskostetoelae betaalbaar word kragtens die bepaling van hierdie subklousule, moet die toelae *mutatis mutandis* op dieselfde wyse en met dieselfde bedrae soos hierin vir verlaging voorsiening gemaak is, verhoog word.

- (e) (i) Female employees [excluding pattern makers and/or graders, choppers-out and layers-out and markers-in of patterns and these provided for in sub-section 1 (f) of this section]:—

	Minimum Basic.	C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
Qualified employee.....	3 12 6	2 3 6	5 16 0
Learner:—			

- First Year.*

First thirteen weeks.....	1 10 0	0 18 0	2 8 0
Next thirteen weeks.....	1 15 0	1 1 0	2 16 0
Next thirteen weeks.....	1 17 6	1 2 6	3 0 0
Next thirteen weeks.....	2 0 0	1 4 0	3 4 0

- Second Year.*

First thirteen weeks.....	2 5 0	1 7 0	3 12 0
Next thirteen weeks.....	2 7 6	1 8 6	3 16 0
Next thirteen weeks.....	2 10 0	1 10 0	4 0 0
Next thirteen weeks.....	2 15 0	1 13 0	4 8 0

- Third Year.*

First thirteen weeks.....	3 0 0	1 16 0	4 16 0
Next thirteen weeks.....	3 5 0	1 19 0	5 4 0
And thereafter.....	3 12 6	2 3 6	5 16 0

- (ii) All females mentioned in sub-clause (e) (i) of this clause who are employed on the basting of coats by hand, or shaping coats, and who have not had less than three years and three months experience, must receive not less than £3. 17s. 6d. per week plus a cost of living allowance of £2. 6s. 6d. per week.

- (f) Employees engaged on one or more of the following operations: cleaning, folding, packing, pinning of finished garments, stamping, marking, sorting, sloping, laying-up, patent turning, cutting by hand of any trimming (not being piece goods) to a given length or shape, feeding, in to automatic roller presses or taking out of automatic roller presses:—

- (i) Male employees:—

	Minimum Basic.	C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
Qualified employee.....	3 5 0	1 19 0	5 4 0
Learner:—			

- First Year.*

First thirteen weeks.....	2 0 0	1 4 0	3 4 0
Next thirteen weeks.....	2 2 6	1 5 6	3 8 0
Next thirteen weeks.....	2 5 0	1 7 0	3 12 0
Next thirteen weeks.....	2 10 0	1 10 0	4 0 0

- Second Year.*

Next thirteen weeks.....	2 15 0	1 13 0	4 8 0
Next thirteen weeks.....	3 0 0	1 16 0	4 16 0
And thereafter.....	3 5 0	1 19 0	5 4 0

- (ii) Female employees:—

	Minimum Basic.	C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
Qualified employee.....	2 10 0	1 10 0	4 0 0
Learner:—			

- First Year.*

First thirteen weeks.....	1 10 0	0 18 0	2 8 0
Next thirteen weeks.....	1 15 0	1 1 0	2 16 0
Next thirteen weeks.....	1 17 6	1 2 6	3 0 0
Next thirteen weeks.....	2 0 0	1 4 0	3 4 0

- Second Year.*

First thirteen weeks.....	2 5 0	1 7 0	3 12 0
Next thirteen weeks.....	2 7 6	1 8 6	3 16 0
And thereafter.....	2 10 0	1 10 0	4 0 0

- (2) Variations in cost of living allowance:—

- (a) The cost of living allowances prescribed in sub-section (1) of this section shall be payable only while the retail price index number is not less than 160.0, and not in excess of 165.0.

- (b) For every complete 5.0 points increase in the retail price index number above 160.1 the cost of living allowance paid to an employee shall be increased by 5% (five per cent.) of the minimum basic wages prescribed in this Agreement for the particular employee. In the event of a decline in the retail price index figure below any figure at which an increase in the cost-of-living allowance becomes payable in terms of this sub-clause, the allowance may be reduced *mutatis mutandis* in the same manner and by the same amounts as the increases provided for herein.

- (c) For every complete 5.0 points decrease in the retail price index number below 164.9 the cost of living allowance paid to an employee may be reduced by 5% (five per cent.) of the minimum basic wages prescribed in this Agreement for the particular employee. In the event of a rise in the retail price index figure above any figure at which a reduced cost of living allowance became payable in terms of this sub-clause, the allowance shall be increased *mutatis mutandis* in the same manner and by the same amounts as the decrease provided for herein.

(d) Vir die toepassing van hierdie artikel beteken „kleinhandelprysindekssyfer”, die indekssyfer met betrekking tot kos, brandstof, lig, huur en diverse vir die Witwatersrand met homself vergelyk ten opsigte van 1938, soos deur die Direkteur van Sensus en Statistiek vasgestel en in sy perskenningsgewing gepubliseer.

(e) Die aanpassings van die lewenskostoelae wat ingevolge hierdie subartikel nodig mag word, moet op die betaaldag in die tweede week wat volg op die publikasie van die perskenningsgewing, waarin die verandering van die kleinhandelprysindekssyfer verskyn, gemaak word.

(f) Die lewenskostoelae wat in hierdie artikel voorgeskryf word, sluit in enige toelae wat ingevolge 'n oorlogsmaatregel betaalbaar is.

(3) 'n Werknemer in ontvangs van 'n totale besoldiging bo die minimum basiese loon insluitende die lewenskostoelae soos in hierdie Ooreenkoms vir daardie besondere werknemer voorgeskryf, word vir die toepassing van hierdie Ooreenkoms geag in ontvangs te wees van slegs dié lewenskostoelae soos in subartikels (1) en (2) hierbo voorgeskryf, en die balans van dié totale besoldiging word vir alle doeleindes geag sy basiese loon te wees; met die verstande dat dit van geen werkgever vereis word om 'n werknemer wat in ontvangs van dié hoër basiese loon is, 'n hoër lewenskostoelae as wat in hierdie Ooreenkoms vir die bepaalde werknemer voorgeskryf is, te betaal nie; voorts met dien verstande dat 'n bonus-betaling wat moontlik deur 'n werker ontvang word ingevolge artikel 5 van hierdie Ooreenkoms vir ekstra werk bo die normale dag of week se werk deur sodanige werknemer verrig, nie as deel van sodanige werknemer se basiese loon beskou sal word nie en geen lewenskostoelae ten opsigte van dié bonusbetaling betaalbaar is nie.

(4) (a) Behalwe soos in paragraaf (b) hiervan en in subartikel (5) van hierdie artikel bepaal, het niks in hierdie Ooreenkoms die uitwerking om die basiese loon van 'n werknemer in die nywerheid te verminder nie, en sodanige werknemer sal by voortdurende betaal word en geregtig wees om sodanige basiese loon te ontvang asof dit die minimum basiese loon ten opsigte van sodanige werknemer is.

(b) Paragraaf (a) is nie van toepassing op 'n leerlingwerknemer in ontvangs van 'n hoër basiese loon dan sy toepaslike minimum basiese loon nie. Dié leerling se basiese loon mag, wanneer sy lewenskostoelae verhoog word soos in subartikel (1) van hierdie artikel bepaal, verlaag word, maar met 'n bedrag nie meer as gelykwaardig met die verhoging in sy lewenskostoelae van tyd tot tyd nie, sodat hy nooit minder betaal word as die bedrag soos in subartikel (1) van hierdie artikel voorgeskryf nie.

(5) Ondanks enigiets strydigs in hierdie Ooreenkoms vervat, word 'n werknemer wat na 'n ander betrekking in die nywerheid waarin hy nie voorheen werksaam was nie oorgeplaas word, tot die einde van die kwartaal waarin hy oorgeplaas word by voortdurende betaal en is hy geregtig om te ontvang 'n bedrag nie minder nie as die totale besoldiging wat aan hom betaal was onmiddellik voor sy oorsplasing. Op elke betaaldag in die volgende kwartaal sal hy 'n totale besoldiging van minstens die bedrag net hoër as die totale besoldiging wat hy ontvang het soos dit in kolom 3 van die tabelle van subartikel (1) ten opsigte van sy nuwe betrekking voorkom, ontvang op die eerste betaaldag van dié kwartaal sal die werknemer alleenlik vir die doel om sy besoldiging te bereken, geag word 'n leerling te wees met slegs dié tydperk van ondervinding wat hom in staat sal stel om dieselfde totale besoldiging te verdien. Ingeval sodanige werknemer na sy vorige betrekking terugkeer, word sy totale werklike ondervinding weer geag sy ondervinding te wees.

6. Die verhogings waartoe 'n leerling geregtig word, soos bepaal by subartikel (1) van hierdie artikel, is betaalbaar in elke daaropvolgende kwartaal op die eerste betaaldag in daardie kwartaal waarin die leerling minstens dertien weke diens in 'n kwartaal voltooi het sedert hy 'n vorige verhoging ontvang het; met dien verstande dat in gevalle waarin 'n leerling minstens agt weke in 'n kwartaal in diens was, die toepaslike kwartaallikse verhoging betaal moet word asof daardie leerling vir die volle tydperk van dertien weke in daardie kwartaal in diens was.

5. TAAKWERK EN STUKWERK.

(1) Geen werknemer mag taakwerk of stukwerk in 'n inrigting verrig nie, met dien verstande dat 'n werkgever met enigeen of meer van sy werknemers kan ooreenkom om bonusse te betaal vir werk wat deur sodanige werknemer of werknemers bo die normale dag, of week, se werk verrig is, en oor die normale dag, of week, se werk, onderworpe aan artikel 9, moet eers onderling deur die werkgever en dié werknemer of werknemers ooreengekom word.

(2) Elke werkgever wat verlang om 'n bonusstelsel in sy inrigting in te voer of om veranderings in 'n stelsel wat alreeds in werking is aan te bring, moet, voor sodanige invoering of verandering geskied, die volgende inligting aan die Sekretaris van die Raad verstrek, en die Raad se toestemming tot so'n stelsel of verandering verkry; en geen bonusstelsel mag ingevoer of verander word voor die Raad se toestemming eers verkry is nie:—

(a) Die bonusskaal en die wyse van berekening van die bedrag wat as bonus betaalbaar is.

(b) Die tydperk ten opsigte waarvan sodanige bonus van tyd tot tyd bereken word.

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

(3) Die bepaling van subartikel (2) hiervan sal nie die uitwerking hê om dit onwettig vir enige werkgever te maak om 'n bonusstelsel waarvan hy die Raad kragtens enige vorige ooreenkoms van die nywerheid verwittig het, in werking te hou nie.

(d) For the purpose of this section, the “retail price index number” shall mean the index number relating to food, fuel, light, rent and sundries for the Witwatersrand compared with itself in 1938 as assessed by the Director of Census and Statistics and published in his Press Release.

(e) Such adjustments to the cost of living allowance as may be necessary in terms of this sub-section shall be made on the pay day in the second week following the week in which the Press Release reflecting the change in the retail price index is published.

(f) The cost of living allowance prescribed in this section includes any allowance payable under any war measure.

(3) Any employee who is in receipt of a total remuneration in excess of the minimum basic wage plus the cost of living allowance prescribed in this Agreement for that particular employee shall be deemed for all purposes under this Agreement to be in receipt of that cost of living allowance only which is prescribed in sub-sections (1) and (2) above and the balance of such total remuneration shall be deemed for all purposes to be his basic wage; provided that no employer shall be required to pay to an employee who is in receipt of such higher basic wage a cost of living allowance in excess of that prescribed in this Agreement for the particular employee; Provided further that a bonus payment which may be received by an employee in terms of section 5 of this Agreement, for extra work performed by the employee in excess of the normal day's or week's work, shall not be regarded as part of such employee's basic wage, and no cost of living allowance shall be payable in respect of such bonus payment.

(4) (a) Save as provided in paragraph (b) hereof and in sub-section (5) of this section nothing in this Agreement shall operate to reduce the basic wage of an employee in the industry, and such employee shall continue to be paid and be entitled to receive his basic wage as if such basic wage were the minimum basic wage in respect of that employee.

(b) Paragraph (a) shall not apply to an employee who is a learner and in receipt of a basic wage higher than his appropriate minimum basic wage. Such learner may, whenever his cost of living allowance is increased as provided in sub-section (1) of this section, have such basic wage reduced, but by no more than an amount which is equivalent to the increase in his cost of living allowance from time to time, so that he shall never be paid less than the amount prescribed in sub-section (1) of this section.

(5) Notwithstanding anything to the contrary contained in this Agreement, an employee who is transferred to an occupation in the Industry in which he has not previously been engaged, shall, until the end of the quarter in which he was transferred, continue to be paid and be entitled to receive not less than the total remuneration he was being paid immediately prior to the transfer. On each pay day in the next quarter he shall receive a total remuneration of not less than the sum next higher than the total remuneration he was receiving appearing in the 3rd column of the tables in sub-section (1) relating to his new occupation; on the first pay day of that quarter such employee shall solely for the purpose of calculating his remuneration, be deemed to be a learner starting with only that period of experience which would enable him to earn the same total remuneration. Should such an employee revert to his previous occupation his total actual experience shall again be regarded as his experience.

(6) The increase to which a learner shall become entitled as provided in sub-section (1) of this section shall become payable in each successive quarter on the first pay day in that quarter on which the learner has completed not less than thirteen weeks' service in a quarter since receiving a previous increase; provided that, in cases where any learner has been employed for not less than eight weeks in a quarter, the appropriate quarterly increase shall be paid as if that learner had been employed for the full period of thirteen weeks in that quarter.

5. TASK-WORK AND PIECE-WORK.

(1) No employee shall be employed on task-work or piece-work in any establishment, provided that an employer may agree with any one or more of his employees for the payment of bonuses for any work performed by such employee or employees in excess of the normal day's or week's work, the normal day's or week's work subject to section 9 having been mutually agreed upon between the employer and the employee or employees.

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

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

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

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

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

6. KORTTYD.

(1) As korttyd in 'n inrigting gewerk word, of ingevoer word, moet aan 'n werknemer van wie nie vereis word om op 'n dag te werk nie, van dié feit uiterlik by sluitingstyd op die werkdag voor die dag waarop sy dienste nie vereis word nie, kennis gegee word.

(2) 'n Werknemer wat op enige dag by die inrigting aanwesig is, moet minstens vir die oggendwerktyd te werk gestel word, of in plaas daarvan loon betaal word, tensy hy kragtens subartikel (1) van hierdie artikel in kennis gestel is dat sy dienste nie op daardie dag vereis word nie.

(3) As in 'n inrigting nie volle tyd gewerk word nie, moet die werk gelykop tussen die werknemers in elkeen van die betrokke onderafdelings, of afdelings, verdeel word.

7. BETALING VAN BEDRAE WAT AAN WERKNEMERS VERSKULDIG IS.

(1) Behoudens soos bepaal in subartikel (5) van artikel 14 van hierdie Ooreenkoms, moet loon en ander bedrae wat aan werknemers verskuldig is, weekliks gedurende werkure op Donderdag of Vrydag, na gelang van die gewone betaaldag van die betrokke inrigting, in kontant betaal word, met dien verstande dat as 'n werknemer se diens nie op die gewone betaaldag van die betrokke inrigting eindig nie, alle bedrae wat aan hom verskuldig is, onmiddellik by sodanige beëindiging betaal moet word, en voorts met dien verstande dat as die werknemer korttyd werk, of die gewone betaaldag op 'n vakansiedag val, betaling kragtens hierdie subartikel gedoen moet word voordat die werknemer sy werk vir die week beëindig.

(2) Geen bedrag, van watter aard ook al, mag van bedrae aan werknemers verskuldig, afgetrek word nie, met dien verstande dat—

- indien 'n werknemer van die werk afwesig is, 'n *pro rata* bedrag vir die tyd werklik verloor, van sy totale besoldiging afgetrek mag word;
- behoudens die bepalinge van artikel 6 (1) van hierdie Ooreenkoms werknemers, waar korttyd ingestel is, vir die werklike tyd wat hulle gewerk het, betaal mag word;
- behoudens artikel 13 van hierdie Ooreenkoms, as 'n werkgewer sy inrigting gedurende die maande Desember en/of Januarie vir 'n tydperk van hoogstens vier weke weens die vakansietyd sluit, die werkgewer nie verplig is om vir verlore tyd lone te betaal nie;
- as 'n werkgewer die werknemer van tee voorsien, hy nege pennies per week van sy loon kan aftrek;
- die werkgewer met toestemming van die werknemer kortings kan maak vir versekerings- of pensioenfondse of vir bydraes tot die fondse van die vakvereniging of vir kuns- tande en ander tandheelkundige werk waarvoor andersins nie voorsiening gemaak is nie;
- bydraes tot Raadfondse ingevolge artikel 20 van hierdie ooreenkoms afgetrek moet word;
- bydraes tot die Siektebystandfonds ingevolge artikel 21 van hierdie Ooreenkoms afgetrek moet word;
- die koste van skêre wat aan werknemers verskaf word, ingevolge artikel 16 van hierdie Ooreenkoms, afgetrek kan word;
- indien daar weens stilstand van masjinerie geen werk vir die werknemer te doen is nie, deur die werkgewer slegs vir verlore tyd bo twee uur van die loon van sodanige werknemer, kortings gemaak kan word;
- enige bedrag deur 'n werkgewer ten behoeve van 'n werknemer betaal, in 'n verpligting hom opgelê deur die Wet, Ordonnansie, of regsgeeding, afgetrek kan word;
- met skriftelike toestemming van die werknemer, kortings van die loon, lewenskostoelae en/of verlofbetaling afgetrek kan word vir bedrae wat aan die werkgewer verskuldig is ten opsigte van geld wat deur die werknemer geleen of goedere wat deur hom gekoop is.

(3) Alle betalings aan werknemers moet gedoen word in geslote koerte wat deur die werknemers gedoen moet word en waarop die volgende besonderhede vermeld staan:—

Naam en fabrieksnummer van werknemer, basiese loon, lewenskostoelae, getal ure gewerk, bedrag verdien vir tyd gewerk, bedrag aan bonusse verdien, bedrag van vakansie- betaling verskuldig, besonderhede van alle kortings van sodanige bedrag afgetrek, die bedrag in die koert ingesluit en die week waarvoor lone betaal word.

(4) Besonderhede van alle kortings moet in die loonregister ingeskryf word.

8. GETALLEVERHOUDING VAN WERKNEMERS.

In enige inrigting moet 'n gekwalifiseerde werknemer in diens geneem word voordat 'n ongekwalifiseerde werknemer van dieselfde klas in diens geneem word, en vir elke gekwalifiseerde werknemer mag nie meer as twee ongekwalifiseerde werknemers van dieselfde klas in diens wees nie.

9. WERKURE.

(1) Geen werkgewer kan van sy werknemer vereis, of hom toestaan—

- om per week meer as veertig uur, uitgesonderd etensure, te werk nie;
- om in 'n week meer as vyf dae te werk nie;
- om op Saterdag, of Sondag, te werk nie,
- om op 'n dag meer as agt uur, etensure uitgesonderd, te werk nie;

6. SHORT-TIME.

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

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

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

7. PAYMENT OF AMOUNTS DUE TO EMPLOYERS.

(1) Subject to the provisions of sub-section (5) of section 14 of this Agreement wages and other amounts due to employees shall be paid in cash weekly, during working hours on Thursday or Friday, whichever is the ordinary pay day of the establishment concerned; 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 and provided further that when an employee is working short-time or the ordinary pay day is a holiday, payment in terms of this sub-section shall be made before the employee finishes work for the week.

(2) No deductions of any description shall be made from amounts due to an employee provided that—

- where an employee is absent from work a *pro rata* amount for the actual time lost may be deducted from his total remuneration;
- subject to the provisions of section 6 (1) of this Agreement, where short-time has been introduced, the employees may be paid for the actual time worked;
- subject to the provisions of section 13 of this Agreement where an employer closes an establishment during the months of December and/or January, due to holiday recess, for a period not exceeding four weeks, the employer shall not be obliged to pay wages for the time lost;
- where an employer supplies an employee with tea he may deduct ninepence per week from his wages;
- with the consent of the employee, deductions may be made by an employer for insurance or pensions funds, or for contributions to the funds of the trade union or for dental plates and other dental work not otherwise provided for;
- contributions to Council funds shall be deducted in terms of section 20 of this Agreement;
- contributions to the sick benefit fund shall be deducted in terms of section 21 of the Agreement;
- the cost of scissors supplied to employees may be deducted in terms of section 16 of this Agreement;
- if, owing to the 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 in excess of two hours;
- any amount paid by an employer on behalf of an employee in order to comply with any law or order of Court, may be deducted;
- with the written consent of an employee deductions may be made from wages, cost of living allowance and/or holiday pay for amounts owing to the employer in respect of money borrowed or goods purchased by the employee from the employer.

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

Name and factory number of the employees, basic wage, cost of living allowance, number of hours worked, amount earned for time worked, amount of any bonuses earned, amount of any holiday pay due, details of all deductions made from such amount, the amount contained in the envelope, and the week in respect of which wages are paid.

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

8. PROPORTION OR RATIO OF EMPLOYEES.

In any establishment a qualified employee shall be employed before an unqualified employee of the same class is employed, and for each qualified employee not more than two unqualified employees of the same class shall be employed.

9. HOURS OF WORK.

- No employer shall require or permit an employee—
 - to work for more than 40 hours, excluding meal times in any one week, or,
 - to work for more than five days in any one week;
 - to work on Saturdays or Sundays;
 - to work for more than 8 hours, excluding meal times on any one day;

(e) om voor 7.30 v.m., of na 4.45 n.m., of gedurende die rustye soos in hierdie artikel bepaal, of tussen 12.30 n.m. en 1.30 n.m. op enige dag van Maandag tot en met Vrydag te werk nie;

(f) om, sonder 'n etensonderbreking van minstens een uur, vir langer as vyf uur te werk nie;

behalwe ooreenkomstig die bepalings van artikel 10 van hierdie Ooreenkoms.

(2) Ondanks die bepalings van subartikel (1) van hierdie artikel, kan 'n werkgewer van sy werknemer vereis, of hom toelaat om oortyd te werk, behoudens die bepalings van artikel 10, met dien verstande dat geen werkgewer van 'n vroulike werknemer kan vereis, of haar toestaan, om—

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

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

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

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

(i) die werknemer voor 12-uur middag daarvan in kennis gestel het; of

(ii) die werknemer van 'n behoorlike ete voorsien het voor sy met oortyd moet begin; of

(iii) die werknemer betyds 'n voorgeskrewe toelaë betaal het om die werknemer in staat te stel om 'n ete te verkry voordat die oortyd moet begin.

(3) Rustye van minstens tien minute, waarin geen werk verrig mag word nie, moet aan elke werknemer toegestaan word nie later as twee uur na die aanvang van die oggendwerkdagperk nie en so na as moontlik aan die middel van die namiddagwerkdagperk, en dié rustyd word as tyd gewerk beskou. Gerei en kookwater om tee te maak, moet deur die werkgewer verskaf en vir die werknemers beskikbaar gestel word aan die begin van elke rustydperk, asook om 12.30 n.m. op elke dag van Maandag tot en met Vrydag.

(4) Bo en behalwe die rustye wat in subartikel (3) van hierdie artikel vasgestel word, moet aan werknemers wat by 'n bandvervoersstelsel in diens is, 'n rustyd van 5 minute wat as tyd gewerk beskou moet word, toegestaan word na voltooiing van elke uur se werk.

10. OORTYD.

(1) Oortyd, dit wil sê tyd wat buite die gewone werkure van die inrigting gewerk word, kan nie sonder die skriftelike toestemming van die Raad gewerk word nie.

(a) Betaling vir oortyd, behalwe oortyd wat op 'n Sondag gewerk word, word teen die volgende minimum skale gedoen: Teen anderhalfmaal die uurloon vir elke uur, of gedeelte van 'n uur wat aldus op weekdae gewerk word, met inbegrip van Saterdag; met dien verstande dat as oortyd, bereken op 'n daelike basis, verskil van dié bereken op 'n weelike basis, die basis wat vir die werknemer die gunstigste is, aangeneem moet word;

(b) wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer aan die werknemer nie minder betaal nie as tweemaal die besoldiging betaalbaar ten opsigte van die tydperk wat hy op 'n weekdag gewoonlik werk.

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

(3) Geen werknemer mag op grond van sy weiering om oortyd te werk, ontslaan of in sy werk benadeel word nie.

(4) Geen vroulike werknemer mag oortyd tussen 6-uur n.m. en 6-uur v.m. werk nie.

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

11. BUITEWERK.

Geen werkgewer in die nywerheid mag werk vir vervaardiging uitgee nie, behalwe in 'n fabriek of werkwinkel geregistreer kragtens artikel 12 van hierdie Ooreenkoms; ewemin mag hy van 'n werknemer vereis of hom toelaat om enige werk te verrig in die klerasiennywerheid elders as in 'n inrigting verskaf, uitgerus, onderhou en beheer deur die werkgewer.

12. REGISTRASIE VAN FABRIEK OF WERKWINKEL.

Elke okkupeerder van 'n fabriek waarin binne in verband met die klerasiennywerheid verrig word, moet binne een maand van die datum waarop hierdie Ooreenkoms in werking tree, as hy dit nie alreeds ingevolge 'n vorige Ooreenkoms gedoen het nie, en elke persoon wat na dié datum 'n werkgewer word, moet binne een maand van die datum waarop sy werksaamhede 'n aanvang neem, die Sekretaris van die Raad skriftelik in kennis stel van die adres waar dié fabriek geleë is, die name van die vennote van die besigheid, of indien dit 'n maatskappy met beperkte aanspreeklikheid is, die name van die sekretaris en direkteure. Daarna moet die Sekretaris van die Raad 'n registrasiesertifikaat deur hom onderteken, aan die okkupeerder uitreik. Vervaardiging van klerasie mag alleen geskied in 'n fabriek geregistreer ingevolge hierdie artikel. In die geval van 'n verandering in die personeel van die vennootskap of firma, of verandering van adres van die fabriek of dié oordrag of ontbinding daarvan, moet dié verandering en/of veranderinge binne twee weke aan die Sekretaris van die Raad gerapporteer word.

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

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

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

(2) Notwithstanding the provisions of sub-section (1) of this section, an employer may require or permit an employee to work overtime, subject to the provisions of section 10, provided 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 sixty days in any year;

(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; or

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

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

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

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

10. OVERTIME.

(1) Overtime, that is time worked outside the usual working hours of the establishment, may not be worked except with the written permission of the Council.

(a) Payment for overtime worked other than overtime worked on a Sunday, shall be made at the following minimum rate: At the rate of one and one-half times the hourly wage for each four or part of an hour so worked on week-days, including Saturdays, 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.

(b) Whenever an employee works on a Sunday, his employer shall pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a week day.

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

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

(4) No female employee may work overtime between the hours of 6 p.m. and 6 a.m..

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

11. OUTWORK.

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

12. REGISTRATION OF FACTORY.

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

13. VAKANSIEVERLOF.

(1) Elke werkgewer moet elke jaar, onderworpe aan die bepalings van subartikel (2) van hierdie artikel, gedurende die maand Desember en nie later as die 24ste nie, aan elkeen van sy werknemers wat vanaf 'n datum voor die eerste dag van Februarie van dieselfde jaar in sy diens was, en wie se diens nie voor die 1ste Desember geëindig het nie, drie weke vakansieverlof met volle betaling toestaan; met dien verstande dat 'n werknemer wat gedurende enige jaar vir 'n aanenlopende tydperk van twaalf weke of meer van sy werk afwesig was, 'n verlobbesoldiging kragtens subartikel (2) van hierdie artikel betaal moet word.

Die vakansiebetaling verskuldig ingevolge hierdie subartikel moet voor of op die werknemer se laaste werkdag voor die aanvang van die tydperk van verlof deur die werkgewer betaal word.

(2) 'n Werknemer—

(a) wat vir 'n werkgewer op of na die eerste dag van Februarie in enige jaar begin werk het; of

(b) wat vir 'n werkgewer voor die eerste dag van Februarie in enige jaar begin werk het en wie se diens voor die eerste dag van Desember van dieselfde jaar geëindig het;

moet, indien sy dienskontrak met dieselfde werkgewer vir 'n tydperk van nie minder as vier weke in dié jaar geduur het, 'n bedrag gelyk aan 6% van die gesamentlike bedrag deur hom ontvang ten opsigte van dié diens in plek van verlof vir daardie jaar betaal word, uitsluitende enige bedrae deur hom ontvang as bonus ingevolge artikel 5, of as oortyd ingevolge artikel 10 van hierdie Ooreenkoms. Die verlobbesoldiging, ingevolge hierdie subartikel verskuldig, moet deur die werkgewer op of voor die laaste werkdag van daardie jaar, of indien die werknemer sy diens voor daardie dag eindig, op die dag waarop hy die werkgewer se diens verlaat, betaal word.

(3) By berekening van die bedrag waarop die verlobbesoldiging van 6% ingevolge subartikel (2) van hierdie artikel bereken word, moet tydperke van afwesigheid van minder as een week as tyd gewerk beskou word, waar die afwesigheid veroorsaak is deur—

(a) korttyd; of

(b) siekte (en 'n doktersertifikaat verskaf is);

en dié bedrae wat aan 'n werknemer sou betaal word as hy nie gedurende daardie tydperk afwesig was nie, moet, ten einde sy verlobbesoldiging te bereken, beskou word as bedrae wat werklik deur hom ontvang is.

(4) Elke werkgewer moet aan elkeen van sy werknemers Nuwejaarsdag, Goeie-Vrydag, Paasmaandag, Meidag (1 Mei), Dinsdag (16 Desember) en Kersdag as vakansiedag met betaling toestaan en op daardie ses dae mag geen werkgewer of werknemer onderskeidelik werk laat verrig of werk verrig nie.

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

Met dien verstande dat die bepalings van hierdie subartikel nie van toepassing moet wees op gevalle waarin die rede vir die sluiting van die fabriek deur die werkgewer sy doel is om onmiddellik op te hou om sake in die nywerheid te dryf nie.

(6) Ingeval Meidag op 'n Sondag val, moet die werkgewer aan elkeen van sy werknemers 'n ekstra dag se loon op die eerste betaaldag na die eerste dag van Mei betaal, of aan elkeen van sy werknemers Maandag die tweede dag van Mei as 'n betaalde verlobdag skenk.

(7) Vir die toepassing van hierdie artikel beteken „dag se loon” die „uurloon” by 8 vermenigvuldig.

(8) Ondanks die bepalings van subartikel (2) van artikel 7, kan 'n werkgewer sy inrigting op enige vakansiedag wat nie in subartikel (4) van hierdie artikel genoem word nie, sluit en in daardie geval sal hy nie verplig wees om ten opsigte van enige sodanige dag lone te betaal nie, mits hy sy werknemers deur middel van 'n kennisgewing wat op 'n opvallende plek in sy inrigting vertoon word, minstens 24 uur voor die gewone begintyd kennis gee het van sy voorneme om die inrigting op daardie dag te sluit.

14. BEÏNDIGING VAN DIENS.

(1) Behoudens soos bepaal in subartikel (1) (d), (e) en (f) van hierdie artikel, moet minstens vyf werkdag skriftelike opsegging, wat ingaan van die werkdag wat volg op die dag waarop dit gegee is, deur 'n werkgewer, of werknemer, gegee word vir beëindiging van die dienskontrak, met dien verstande dat dit nie inbreuk op onderstaande maak nie:—

(a) Die werkgewer, of die werknemer se reg om die dienskontrak sonder opsegging te beëindig weens enige oorsaak wat wetlik as voldoende beskou word;

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

13. HOLIDAY LEAVE.

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

The holiday pay due in terms of this sub-section shall be paid by the employer not later than the last working day of the employee before the commencement of the period of holiday leave.

(2) An employee—

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

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

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

(3) In computing the amount upon which the 6 per cent. holiday pay is to be calculated in terms of sub-section (2) of this section, periods of absence of less than one week shall be considered as time worked where such absence is caused by—

(a) short-time; or

(b) illness and a doctor's certificate is produced, and such amounts as would have been payable to an employee had he not been absent during such period shall be deemed to be amounts actually received by him for the purpose of calculating his holiday pay.

(4) Every employer shall grant to each of his employees New Year's Day, Good Friday, Easter Monday, Dinsdag (16th December), Christmas Day and May Day (1st May) as paid holidays, and no employer shall employ an employee and no employee shall work on these six days.

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

Provided that the provisions of this sub-section shall not apply to cases where the reason for the employer closing his factory is his intention forthwith to discontinue business in the industry.

(6) In the event of May Day falling on a Sunday the employer shall pay to each of his employees an extra day's pay on the first pay day after the 1st May or grant to each of his employees Monday, 2nd May as a paid holiday.

(7) For the purposes of this section "day's pay" means the "hourly wage" multiplied by 8.

(8) Notwithstanding the provisions of sub-section (2) of section 7 an employer may close his establishment on any statutory public holiday not mentioned in sub-section (4) of this section and in that event shall not be obliged to pay wages in respect of any such day; provided that he has notified his employees by a notice of his intention to close the establishment on such day, which shall be posted in a prominent place in his establishment at least 24 hours before the usual starting time.

14. TERMINATION OF EMPLOYMENT.

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

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

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

voorts met dien verstande dat—

- (c) 'n werkgewer 'n werknemer loon kan betaal in plaas van die tydperk van opsegging soos voorgeskryf, of ooreengekom kragtens subartikel (1) (b);
- (d) 'n werknemer wat korttyd werk, sy diens sonder voorafgaande opsegging kan beëindig;
- (e) die eerste vyf werkdade van die dienstyd van 'n werknemer moet (tensy dit anders in 'n skriftelike ooreenkoms aangedui word) as 'n proeftyd beskou word en dié diens kan of deur die werkgewer of deur die werknemer op enige tydstop binne die proeftyd sonder diensopsegging beëindig word;
- (f) werknemers wat by die maand betaal word, moet minstens een maand skriftelike opsegging gee of gegee word, wat ingaan op die eerste dag van die maand wat volg op dié waarin opsegging gegee word.

(2) 'n Werknemer wat gedurende die loop van 'n tydperk van opsegging, kragtens subartikel (1) van hierdie artikel gegee, tydelik ontslaan word, moet volle betaling vir daardie week ontvang.

(3) Geen werkgewer mag 'n werknemer ontslaan weens die werknemer se afwesigheid van werk as gevolg van—

(a) siekte nie, met dien verstande dat—

- (i) die werkgewer binne drie dae na die begin van die siekte daarvan in kennis gestel is;
- (ii) by die werknemer se terugkeer na werk, 'n geneesheer se sertifikaat vir die tydperk van siekte voorgelê word;
- (iii) die tydperk van afwesigheid hoogstens 30 dae is, of in die geval van bevalling, twaalf weke;

(b) indien hy met verlof is, met skriftelike toestemming van sy werkgewer.

(4) Die diens van 'n werknemer wat vir 'n tydperk van vyf agtereenvolgende werkdade van die werk afwesig is sonder om sy werkgewer skriftelik daarvan in kennis te stel, kan deur die werkgewer sonder kennisgewing, soos in subartikel (1) vasgestel, beëindig word.

(5) Wanneer 'n werkgewer 'n werknemer afdank ingevolge subartikel (4), moet van sodanige beëindiging aan die Sekretaris van die Raad skriftelik kennis gegee word. So'n kennisgewing aan die Raad moet vergesel wees van die dienskaart asook enige lône of ander bedrae by die beëindiging aan die werknemer verskuldig, vir oorhandiging aan die werknemer op aanvraag.

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

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

15. ONDERRIGGELDE.

'n Werkgewer mag geen onderriggeld vir die opleiding van 'n werknemer vorder of aanneem nie.

16. GEREEDSKAP.

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

(2) Van die lône van 'n werknemer aan wie 'n skêr verskaf is, mag die prys van die skêr in weeklikse bedrae van hoogstens 1s. afgetrek word. Die skêr moet deur die werkgewer kosteloos geslyp en in goeie toestand gehou word.

17. BESTAANDE KONTRAKTE.

Elke dienskontrak wat op die datum van inwerkingtreding van hierdie Ooreenkoms van krag is, of na daardie datum aangegaan word, is onderworpe aan die bepalings van hierdie Ooreenkoms.

18. INDIENSNEMING EN DIENSBEËINDIGING.

(1) Voordat hy 'n applikant om werk in diens neem, moet 'n werkgewer van die applikant vereis om 'n dienskaart aan hom voor te lê wat deur die Raad uitgereik is en wat in die vorm van Aanhangsel A van hierdie Ooreenkoms moet wees, met dien verstande dat in die geval van persone wat nog nie van tevore in die nywerheid in Transvaal in diens was nie, 'n tydperk van sewe dae kan verloop voordat die indiening van die dienskaart vereis word.

Onmiddellik na die ontvangs van die kaart moet die werkgewer op die dienskaart die naam van sy fabriek inskryf asook die bedryf van die werknemer, die datum van indiensneming en loon tydens indiensneming, en die kaart aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur, of in die geval van fabriek in die gebied Germiston, na die Raad se kantore, President-deurloop, Germiston, binne een week van die datum waarop die werknemer in sy fabriek begin werk het.

(2) 'n Afskrif van enige nodige inligting moet so spoedig dit redelikerwys moontlik is, van die dienskaart gemaak word, en die kaart moet daarna aan die werkgewer gestuur word wat die kaart in sy besit moet hou totdat die werknemer sy diens verlaat, wanneer die werkgewer die datum van diensbeëindiging op die kaart invul, asook lône en bedryf by beëindiging, die totale tydperk wat die werknemer in sy diens was, en die kaart aan die werknemer oorhandig. Daarop moet die werknemer sy dokterskaart vir sy dienskaart inruil.

(3) Op die eerste dag van elke week moet die werkgewer 'n verslag van indiensnemings en diensbeëindigings gedurende die afgelope sewe dae inlewer wat in die vorm van Aanhangsel D moet wees. Die werkgewer moet die naam en nommer van elke werknemer wat in daardie tyd in diens geneem is, in die twee linkerhandse kolomme inskryf en die naam en nommer van elke

provided further that—

- (c) an employer may pay an employee wages for and in lieu of the period of notice, prescribed or agreed upon in terms of sub-section (1) (b);
- (d) an employee who is working short-time may terminate his employment without giving notice;
- (e) the first five working days of the period of employment of an employee by an employer shall (unless otherwise stated in a written agreement) be deemed to be a trial period and such employment may be terminated either by the employer or the employee at any time within such trial period without notice.
- (f) monthly paid employees shall give or be given not less than one calendar month's notice, in writing, to take effect from the first day of the month following that in which notice is given.

(2) An employee put off during the currency of any period of notice given in terms of sub-section (1) of this section shall receive full pay for such week.

(3) No employer shall dismiss any employee by reason of such employee's absence from work—

(a) through illness, provided that—

- (i) the employee is notified within three days of the commencement of such illness;
- (ii) a medical certificate for the period of absence is produced on the employee's return to work;
- (iii) the period of absence from work does not exceed 30 days, or in the case of confinement, twelve weeks;

(b) on leave, the permission of the employer having been obtained in writing.

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

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

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

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

15. PREMIUMS.

No premiums shall be charged or accepted by an employer for the training of an employee.

16. TOOLS.

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

(2) The cost of such scissors may be deducted from the employee's wages in weekly instalments of not more than 1s.

The employer shall keep the scissors sharpened and in good order, free of charge.

17. EXISTING CONTRACTS.

Any contract of service in operation at the date of commencement of this Agreement or concluded subsequent to such date shall be subject to the provisions of this Agreement.

18. ENGAGEMENTS AND TERMINATIONS OF EMPLOYMENT.

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

The employer shall, immediately on receipt of such card, enter in the service card the name of his factory, occupation of employee, date of engagement and wage on engagement and forward the card to the Secretary of the Council, P.O. Box 5101, Johannesburg, or in the case of factories in the area of Germiston to the Council offices, President Arcade, Germiston, within one week of the date on which the employee commenced work in his factory.

(2) Such information as is required shall be taken from the service card as soon as reasonably possible after which the card shall be returned to the employer who shall retain it until the employee leaves his employ, whereupon the employer shall enter in the card the date of termination of employment, wage on termination, and total period the employee was in his employ and return the card to the employee. The employee shall thereupon surrender his doctor's card in exchange for his service card.

(3) On the first day of every week the employer shall render a report of engagements and discharges during the previous seven days, which shall be in the form of Annexure D. The employer shall enter the name and number of each employee engaged during that period in the two left-hand columns and the name and number of each employee discharged in the two right-hand

werknemer ontslaan, in die twee regterhandse kolomme en die vorm op of voor die tweede dag van elke week, tesame met die dienskaarte van die werknemers in diens geneem, en die dokterskaarte van die werknemers wat ontslaan is, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur.

19. VRYSTELLINGS.

(1) Die Raad kan vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon weens hoër ouderdom of gebrek of weens enige ander goeie of voldoende rede; met dien verstande dat geen vrystelling van die bepalings van subartikel 1^o (4) verleen word nie, tensy die werk deur 'n noodtoestand vereis word.

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

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

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

(5) Die bepalings van enige vrystellingsertifikaat, uitgereik ooreenkomstig hierdie artikel, moet deur elke werkgever nagekom word.

20. RAADFONDSE.

Die fondse van die Raad, wat berus by en beheer word deur die Raad word as volg voorsien—

Elke werkgever moet op elke betaaldag van elke week en vanaf die eerste betaaldag nadat hierdie Ooreenkoms in werking tree van die loon van elk van sy werknemers vir wie in hierdie Ooreenkoms minimum lone voorgeskryf word, 2d. aftrek; met dien verstande dat van die loon van 'n werknemer wat in die week waarvoor die kortings verskuldig is, minder as twee dae gewerk het, niks afgetrek mag word nie; en voorts met dien verstande dat van die verlofbetaling wat aan elke werknemer betaal word as die inrigting sluit ooreenkomstig die bepalings van artikel 13 (1), van hierdie Ooreenkoms, kortings afgetrek moet word vir die getal weke waarvoor kortings afgetrek moet gewees het as die fabriek nie aldus gesluit het nie en die werknemer gedurende daardie tydperk gewerk het.

Die totale bedrag aldus afgetrek, tesame met 'n gelyke bedrag wat deur die werkgever bygedra wor! en 'n staat in die vorm van Aanhangsel B moet deur laasgenoemde binne een week na die end van die maand waarin die kortings verskuldig is aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, gestuur word.

21. SIEKTE-BYSTANDSVERENIGING.

(1) Hierby word 'n Siekte-bystandsvereniging voortgesit soos ingestel ingevolge die Raad se vorige ooreenkoms, en bekend as die Siektebystandsvereniging vir die Klerasienywerheid, Transvaal, wat in hierdie artikel „die Vereniging” genoem word.

(2) Elke werkgever moet op die betaaldag van elke week met ingang van die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, die bedrae van elk van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf is, aftrek, en die bedrag vir sodanige werknemers soos hieronder uiteengesit, bydra, met dien verstande dat van die loon van 'n werknemer wat in die week waarvoor die kortings verskuldig is, minder as twee dae gewerk het, niks afgetrek kan word nie en voorts met dien verstande dat van die verlofbetaling wat aan elke werknemer betaal word as die inrigting sluit ooreenkomstig die bepalings van artikel 13 (1), van hierdie Ooreenkoms, kortings afgetrek moet word vir die getal weke waarvoor kortings afgetrek moes gewees het as die fabriek nie aldus gesluit het nie, en die werknemer gedurende daardie tydperk gewerk het.

- (a) Van die loon van elke werknemer vir wie minimum lone in hierdie Ooreenkoms voorgeskryf is, moet elke betaaldag een sjieling afgetrek word.
- (b) By die totale bedrag ingevorder kragtens subartikel (a) van hierdie artikel, moet elke werkgever 'n gelyke bedrag voeg.
- (c) Van die loon van elke werknemer wie se loon £3. 10s. (behalwe lewenskostetoelae) per week of meer is, moet benewens die bedrag bepaal ingevolge subartikel (a) van hierdie artikel 'n verdere bedrag van ses pennies afgetrek word, of in die geval van manlike werknemers wie se lone met uitsondering van lewenskostetoelae, £6 per week of meer is, 'n verdere bedrag van een sjieling en ses pennies, wat op 'n „Spesiale Siektebetalingsfonds” inbetaal moet word.
- (d) Die totale bedrag ingevorder ingevolge subartikels (a), (b) en (c) van hierdie artikel moet binne een week na die end van die maand waarin die korting gemaak moet word,

columns and post the form not later than the second day of each week, together with the service cards of the employees engaged and the doctors cards of the employees discharged to the Secretary of the Council, P.O. Box 5101, Johannesburg.

19. EXEMPTIONS.

(1) The Council may on account of old age or infirmity or for any other good or sufficient reason, grant to or in respect of any person, exemption from any of the provisions of this Agreement; provided that no exemption shall be granted from the provisions of sub-section 10 (4), unless such work is necessitated by an emergency.

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

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

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

(4) The Secretary of the Council shall—

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

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

20. COUNCIL FUNDS.

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

Each employer shall on the pay day of each week and from the first pay day after this Agreement comes into operation deduct 2d. from the wages of each of his employees for whom minimum wages have been prescribed in this Agreement; provided that no deduction shall be made from the wages of an employee who has worked for less than two days in the week in which the deductions fall due, and provided further that deductions shall be made from the holiday pay paid to each employee when the establishment closes in terms of section 13 (1) of this Agreement for the number of weeks for which deductions would have been made had the factory not so closed and had the employee been employed during that period.

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

21. MEDICAL AID SOCIETY.

(1) There is hereby continued a medical aid society established under the Council's previous agreements and known as the Transvaal Clothing Industry Medical Aid Society, in this section referred to as „the Society”.

(2) Each employer shall on the pay day of each week, as and from the first pay day after this Agreement comes into operation, deduct the amounts from the wages of each of his employees for whom minimum wages are prescribed in this Agreement and contribute the amounts in respect of such employees as are set out hereunder; provided that no deduction shall be made from the wages of an employee who has worked for less than two days in the week in which the deductions fell due and provided further that deductions shall be made from the holiday pay paid to each employee when the establishment closes in terms of section 13 (1) of this Agreement for the number of weeks for which deductions would have been made had the factory not so closed and had the employee been employed during that period:—

- (a) Each employee for whom minimum wages are prescribed in this Agreement, shall on each pay day, have one shilling deducted from his wages.
- (b) To the aggregate amount deducted under sub-section (a) of this section, each employer shall add an equal amount.
- (c) Each employee whose wages, excluding cost of living allowance are £3. 10s. per week or more shall on each pay day in addition to the amount stipulated under sub-section (a) of this section have deducted from his wage a further amount of sixpence or, in the case of male employees whose wage, excluding cost of living allowance, is £6 per week or more, a further amount of one shilling and sixpence which shall be paid into a „Special Sick Pay Fund”.
- (d) The total amounts under sub-sections (a), (b) and (c) of this section shall within one week from the end of the month in which the deductions fall due, be forwarded by

deur die werkgever aan die Sekretaris van die Fonds, Posbus 5101, Johannesburg, gestuur word tesame met 'n staat in die vorm van Aanhangsel B van die Ooreenkoms. Tjeks moet op naam van die „Transvaal Clothing Industry Medical Aid Society” uitgemaak word.

(3) Die fondse van die vereniging word, behoudens die bepalings van hierdie artikel, aangewend om lede van die Vereniging van mediese behandeling, medisyne en siektebetaling ingeval van siekte te voorsien en word geadmistreer deur 'n Beheerkomitee, aangestel deur die Raad en bestaande uit vier verteenwoordigers van die werkgeversorganisasie en vier van die vakvereniging in ooreenstemming met die konstitusie.

(4) Die konstitusie van die Vereniging kan te eniger tyd deur die Komitee gewysig word, onderworpe aan die bepalings van hierdie Raad.

As daar betreffende die bepalings van die konstitusie of betreffende die beheer van die Vereniging of enige ander saak te eniger tyd 'n geskil mag ontstaan ten opsigte waarvan lede van genoemde Komitee gelykop verdeel is en geen ooreenstemming bereik word nie, moet dié geskil na 'n skeidsregter verwys word oor wie hulle ooreengekom het, of wat by gebrek aan so'n ooreenkoms deur die Minister van Arbeid benoem word; die skeidsregter se beslissing is finaal.

(5) 'n Eksemplaar van die konstitusie, reglement en lys van bystand en alle wysigings daarvan moet by die Sekretaris van Arbeid, Pretoria, ingedien word.

(6) 'n Eksemplaar van die konstitusie, reglement en lys van bystand en enige wysigings daarvan moet vir inspeksie deur enige geregistreerde werkgever of werknemer in die nywerheid, op die kantoor van die Vereniging gedurende gewone kantoorure ter insage gehou word.

(7) 'n Ouditeur of ouditeurs, aangestel deur die Nywerheidsraad, moet die rekenings van die Vereniging jaarliks nie later as Julie van elke jaar ouditeer nie. Die geouditeerde staat en balansstaat moet daarna ter insage lê by die kantoor van die Nywerheidsraad en afskrifte daarvan moet aan die Sekretaris van Arbeid, Pretoria, die „Transvaal Clothing Manufacturers' Association” en die „Garment Workers' Union”, gestuur word.

(8) Alle werknemers deur die Ooreenkoms gedek van wie se lone 'n bedrag ingevolge subartikel (2) van hierdie artikel afgetrek is, is lede van die Vereniging en onderworpe aan sy konstitusie. Aan elke lid moet 'n dokterskaart in die vorm van Aanhangsel E op aansoek by die Sekretaris uitgereik word.

(9) Alle lede van wie se lone tenminste dertien agtereenvolgende weeklikse bydraes nie afgetrek is nie, nadat hulle skriftelik magtiging van die Sekretaris van die Vereniging ontvang het, is tot die volgende voordele geregtig:—

(a) Die dienste van 'n algemene geneesheer deur die Beheerkomitee aangestel;

(b) Medisyne deur dié algemene geneesheer voorgeskryf.

(10) Alle lede van wie se lone dertien agtereenvolgende weeklikse bydrae ingevolge subartikel (2) van hierdie artikel afgetrek is, is tot die volgende voordele geregtig:—

(a) Die dienste van 'n algemene geneesheer en tandarts (hierina die mediese beamptes genoem) deur die Beheerkomitee aangestel.

(b) Konsultasie met die spesialiste wat deur die Beheerkomitee aangestel word.

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

(d) Betaling van ambulansvervoer deur die mediese beamptes of spesialiste van die Vereniging bestel.

(e) Siektebetaling op die volgende voorwaardes:—

(i) Een week siektebetaling vir elke volle week van afwesigheid weens siekte, op voorwaarde dat 'n serti-fikaat van 'n mediese beampte of spesialis van die Vereniging wat dié tydperk dek, getoon word.

(ii) Indien 'n lid weens siekte vir een of meer volle weke afwesig is, en voortgaan om van werk afwesig te wees, ontvang sodanige lid 'n halwe week siektebetaling, indien sy afwesigheid vir meer as twee werksdae maar minder as 'n week duur, maar nie andersins nie.

(iii) Lede is tot siektebetaling vir 'n tydperk van hoogstens tien weke in enige tydperk van twaalf maande geregtig, maar die Beheerkomitee mag na goeëdunke betaling vir 'n addisionele aantal weke, nie drie weke te bowegaande nie, goedkeur.

(iv) Siektebetaling word teen 'n skaal van een-helfte van die minimum basiese loon van 'n lid met 'n maksimum betaling van 36s. per week betaal. Vir die toepassing van hierdie artikel word alle lede, manlik en vroulik, beskou in ontvang te wees van 'n minimum basiese loon soos in artikel 4 (1) (e) (i) van hierdie Ooreenkoms vasgestel, en ondervinding sal geag word die totale tydperk of tydperke van diens van die lid in die klerenynwerheid in die Transvaal te wees.

(11) (i) Lede van wie se lone ingevolge die bepalings van subartikel (2) (c) van hierdie artikel 'n ekstra 6d. per week vir 'n tydperk van minstens 26 weke afgetrek is, is tot die volgende addisionele voordele van die Spesiale Siektebetalingsfonds geregtig:—

(a) Veertien sjielings vir 'n volle week of 2s. 6d. per dag vir minder as een week, as bykomende siektebetaling, onderworpe aan subartikel 10 (e) (iii).

(b) £1 (een pond) per week vir 'n tydperk van hoogstens twee weke, vir elke volle week van afwesigheid van werk weens siekte, indien hy nie ingevolge subartikel (10) (e) (iii) van hierdie artikel tot verdere siektebetaling geregtig is nie.

(c) Na goeëdunke van die Beheerkomitee van die Vereniging, 'n addisionele bedrag van hoogstens £5 (vyf pond) in een jaar.

the employer to the Secretary of the Council, P.O. Box 5101, Johannesburg, together with a statement in the form of Annexure B to this Agreement. Cheques shall be made payable to the Transvaal Clothing Industry Medical Aid Society.

(3) The funds of the Society shall, subject to the provisions of this section, be applied to provide members of the Society with medical treatment, medicine and sick pay in case of illness and shall be administered by a management committee appointed by this Council. Should a dispute arise at any time as to the provision of the trade union in accordance with the constitution.

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

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

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

(7) An auditor or auditors appointed by the Industrial Council shall audit the accounts of the Society annually, not later than July of each year. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Transvaal Clothing Manufacturers' Association and the Garment Workers' Union.

(8) All employees covered by this Agreement from whose wages one deduction has been made in terms of sub-section (2) of this section shall be members of the Society and subject to its constitution. Every member shall be issued with a doctor's card in the form of Annexure E on application to the Secretary.

(9) All members from whose wages at least 13 consecutive weekly deductions have not been made shall be entitled to the following benefits, after having obtained written authority from the Secretary of the Society:—

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

(b) Medicines prescribed by such general practitioner.

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

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

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

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

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

(e) Sick pay under the following conditions:—

(i) One week's sick pay for each complete week of absence due to illness provided that a certificate covering such period is produced from a medical officer or specialist of the Society.

(ii) If, having been absent due to illness for one or more complete weeks, a member continues so to be absent from work he shall be paid half a week's sick pay if such absence is for more than two working days but less than one week, but not otherwise.

(iii) Members shall be entitled to sick pay for not more than ten weeks in any one period of twelve months, but the management committee may in its discretion authorise payment for an additional number of weeks not exceeding three.

(iv) Sick pay shall be paid at the rate of one-half of the minimum basic wage of the member with a maximum payment of 36s. per week. For the purpose of this section all members, male or female, shall be deemed to be in receipt of the minimum basic wage provided in sub-section 4 (1) (e) (i) of this Agreement and experience shall mean the total period or periods of employment of the member in the Clothing Industry in the Transvaal.

(11) (i) Members from whose wages the additional 6d. per week has been deducted in terms of sub-section (2) (c) of this section for a period of not less than 26 weeks, shall be entitled to the following additional benefits from the special sick benefit fund:—

(a) Fourteen shilling for a full week or 2s. 6d. per day for less than one week, as additional sick pay subject to sub-section 10 (e) (iii).

(b) £1 (one pound) per week, for a period not exceeding two weeks, for each complete week of absence from work due to illness if he is not entitled to any further sick pay in terms of sub-section 10 (e) (iii) of this section.

(c) In the discretion of the management committee of the society an additional amount not exceeding £5 (five pounds) in any one year.

(ii) Manlike lede van wie se lone die bykomende 1s. 6d. per week kragtens subartikel 2 (c) van hierdie artikel vir 'n tydperk van minstens 26 weke afgetrek is, moet, benewens die bogenoemde bystand, geregtig wees tot 'n ekstra pond per week siektebetaling of 'n ekstra vier shillings per dag vir minder as een week.

(iii) Alle voordele kragtens hierdie subartikel sal alleen betaal word as daar 'n bedrag van minstens £1,000 (eenduisend pond) in die Spesiale Siektebetalingsfonds beskikbaar is.

(12) Lede van die Vereniging van wie se lone bydrae vir 'n tydperk van drie jaar (d.w.s. 156 bydraes) gereeld afgetrek is sal, behalwe die voordele in subartikels (10) en (11) van hierdie artikel vermeld, tot die volgende geregtig wees:—

(a) Operasies en gratis behandeling deur spesialiste deur die Beheerkomitee aangestel.

(b) Gratis behandeling in verpleeginrigtings of hospitale deur die Beheerkomitee goedgekeur.

(13) Vir die doel om siektebetaling te bereken, is een week vyf opeenvolgende werkdade.

(14) Ingeval hierdie Ooreenkoms verstryk weens tydsverloop, of om 'n ander rede nie langer in werking is nie, moet die fonds verder deur die Beheerkomitee beheer word totdat sodanige fonds gelikwider is, of totdat dit oorgedra word aan 'n fonds wat ingestel is vir dieselfde doel as waarvoor die oorspronklike fonds gestig was.

(15) In die geval van ontbinding van die Raad, of in die geval dat dit ophou met werk gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is kragtens artikel 34 (2) van die Wet, moet die Beheerkomitee die fonds verder beheer en die lede van die komitee wat op daardie datum bestaan, moet vir daardie doeleindes beskou word lede daarvan te wees; met dien verstande ewewel dat as 'n vakature op die komitee ontstaan dit deur die Minister van Arbeid, na gelang van die geval, uit werkgewers of werknemers in die nywerheid geval kan word ten einde 'n gelyktallige lidmaatskap van werkgewers- en werknemersvertegenwoordigers of plaasvervangers op die komitee te verseker. In die geval dat sodanige komitee nie in staat is nie of onwillig is, om sy werk te verrig, of dat 'n dooiepunt ontstaan wat, na die Minister te mening, die beheer van die fonds ondoenlik of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die werk van die komitee uit te voer, wat dan vir daardie doeleindes al die bevoegdhede van die komitee besit. By verstryking van die Ooreenkoms, moet die fonds deur die komitee of die kuratore gelikwider word op die wyse in subartikel (16) van hierdie artikel uiteengesit en wanneer by dié verstryking die Raad se sake reeds afgewikkel en sy bates verdeel is, dan moet die balans van hierdie fonds verdeel word soos bepaal in artikel 34 (4) van die Wet, as of dit deel van die Raad se algemene fondse gevorm het.

(16) By die likwidering van die fonds ooreenkomstig subartikel (14) van hierdie artikel, moet die gelde wat tot krediet van die fonds bly na betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasielaste, aan die Raad se fondse uitbetaal word.

(17) Alle administratiewe en likwidasielaste vorm 'n eis teen die fondse van die Vereniging.

22. Lyste van werknemers.

Elke werkgewer moet drie kopieë van sy loonregister vir die laaste betaaldag voor die 15de dag van elke maand van die jaar in die vorm van Aanhangsel C aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur. Ingeval die werkgewer 'n rekord hou van lone op 'n ander wyse betaal, moet hy op 'n vorm wat deur die Raad goedgekeur moet word, die inligting instuur wat hy sou voorgelê het as hy 'n loonregister in die vorm van Aanhangsel C aanhou. Sulke kopieë moet binne een week van die genoemde betaaldag van elke maand ingedien word.

23. Indiënsneming van lede van vakvereniging.

(a) Geen werkgewer mag 'n persoon in diens neem wat nie lid van die vakvereniging is nie en geen lid van die vakvereniging mag werk vir 'n werkgewer wat nie lid van die werkgewersorganisasie is nie, met dien verstande dat 'n persoon wat nadelig deur 'n weiering van lidmaatskap geraak is of geraak sal word, sy saak voor die Raad mag lê wat kan verklaar dat nieetenaande dié weiering, die bepaling van hierdie klousule hom nie mag verbied om lede van die vakvereniging in diens te neem of om deur lede van die werkgewersorganisasie, al na die geval, in diens geneem te word nie.

(b) Die bepaling van hierdie artikel is nie gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing nie; met dien verstande dat wanneer die immigrant te enige tyd na die eerste drie maande wat hy in die nywerheid begin werk het, weier om op versoek van die betrokke vakvereniging lid van die vereniging te word, die bepaling van hierdie artikel onmiddellik van toepassing word.

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

24. Organisasie van werknemers.

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

(a) met werknemers te praat oor die aangeleenthede van die vakvereniging;

(b) nuwe lede te werf;

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

(ii) Male members from whose wages the additional 1s. 6d. per week has been deducted in terms of sub-section 2 (c) of this section for a period of not less than 26 weeks shall in addition to the aforementioned benefits be entitled to an extra pound per week sick pay or an extra four shillings per day for less than one week.

(iii) All benefits under this sub-section shall be paid only if there is an amount of not less than £1,000 (one thousand pounds) available in the special sick pay fund.

(12) Members of the Society from whose wages deductions have been made regularly for a period of three years (156 deductions) shall, in addition to the benefits in sub-sections (10) and (11) of this section be entitled to the following:—

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

(b) Free hospitalisation in nursing home or hospitals approved by the management committee.

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

(14) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the 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.

(15) In the event of the dissolution of the council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (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 Minister 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 Minister, 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. Upon the expiration of this Agreement the fund shall be liquidated by the committee or the trustees, as the case may be, in the manner set forth in sub-section (16) of this section, and if upon such expiration the affairs of the council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the council.

(16) Upon liquidation of the fund in terms of sub-section (14) of this section the moneys remaining to the credit of the fund after payment of all claims against the fund including administration and liquidation expenses, shall be paid into the funds of the council.

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

22. Lists of employees.

Each employer shall forward to the Secretary of the Council, P.O. Box 5101, Johannesburg, three copies of his wage register for the last pay day before the 15th day of each month of the year in the form of Annexure C. Should the employer keep a record of wages paid in some other form, he shall submit in a form to be approved by the council the information that he would have submitted had he kept a wage register in the form of Annexure C. Such copies shall be forwarded within one week of the specified pay day of each month.

23. Employment of Trade Union Labour.

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

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

Provided further that this clause shall not apply to the employment in the industry of any employee who has been suspended or expelled from membership of the Trade Union or who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the Union.

24. Organisation of employees.

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

(a) interviewing employees on trade union matters;

(b) enrolling new members;

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

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

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

25. AGENTE.

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

26. INDIENSNEMING VAN MINDERJARIGES.

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

27. VERTONING VAN OOREENKOMS.

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

Namens die partye hede die 1ste dag van Februarie 1951 in Johannesburg onderteken.

MELVILLE FESTENSTEIN, *Voorsitter.*
A. SCHEEPERS, *Ondervoorsitter.*
E. L. BENJAMIN, *Sekretaris.*

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

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

25. AGENTS.

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

26. EMPLOYMENT OF MINORS.

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

27. EXHIBITION OF AGREEMENT.

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

Signed at Johannesburg, on behalf of the parties, this 1st day of February, 1951.

MELVILLE FESTENSTEIN, *Chairman.*
A. SCHEEPERS, *Vice-Chairman.*
E. L. BENJAMIN, *Secretary.*

AANHANGSEL A.

Van _____	Voornaam _____
Adres _____	Nuwe adres _____
Nuwe adres _____	Nuwe adres _____

VERSLAG VAN ERVARING.

Op _____ 19____ : jaar _____ maande. Minimum loon _____ Basies + _____ L.K.T.

	Naam van fabriek.	Datum van indiens- neming.	Loon.	Datum van diens- beëindiging.	Loon.	Bedryf.	Duur van diens.
1							
2							
3							
4							
5							
6							
7							
8							

Vak: V = Voorman/Vrou. S = Snyer. U.K. = Uitkapper. M = Masjinis. T = Tafelwerker. P = Perser.

By indienseneming moet hierdie kaart oorhandig word aan die werkgewer wat die eerste drie kolomme moet invul en die kaart moet bewaar. Op die datum van diensbeëindiging moet die werkgewer die laaste vier kolomme invul en die kaart aan die werknemer teruggee.

Handtekening van werknemer _____

ANNEXURE A.

Surname _____	First name _____
Address _____	New address _____
New Address _____	New Address _____

RECORD OF EXPERIENCE.

As at _____ 19____ : years _____ months. Minimum wage _____ Basic + _____ C.O.L.A.

	Name of Factory.	Date of Engagement.	Wage.	Date of Leaving.	Wage.	Occupation.	Length of Employment.
1							
2							
3							
4							
5							
6							
7							
8							

Occupation: F = Foreman/Lady. C = Cutter. C-O = Chopper-out. M = Machinist. T = Tablehand. P = Presser.

On engagement, this card must be handed to the employer, who must fill in the first three columns and retain the card. On date of leaving, the employer must fill in the last four columns and return the card to the employee.

Signature of Employee _____

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(TRANVAAL).

Hierdie vorm moet ingevul en aan die Raad gestuur word binne een week na die laaste dag van die maand waarin die bedrae verskuldig is wat afgetrek moet word.

Naam van fabriek _____

Adres _____

Bydraes vir die maand _____ 19__

MEDIËSE HULPVERENIGING VAN DIE TRANVAALSE KLERASIENYWERHEID.

Manlike werknemers wat 'n basiese loon (uitsluitende lewenskostoelae) van £6 of meer per week ontvang, moet 2s. 6d. per week van hulle lone laat aftrek.

Werknemers wat 'n basiese loon (uitsluitende lewenskostoelae) van £3. 10s. of meer per week ontvang, moet 1s. 6d. per week van hulle lone laat aftrek.

Werknemers wat 'n basiese loon (uitsluitende lewenskostoelae) van minder as £3. 10s. per week ontvang, moet 1s. per week van hulle lone laat aftrek.

Week geëindig					Totaal vir die maand	£	s.	d.
Manlike werknemers wat £6 of meer per week basiese lone ontvang								teen 2s. 6d. elk
Werknemers wat £3. 10s. of meer per week basiese lone ontvang								teen 1s. 6d. elk
Werknemers wat minder as £3. 10s. per week basiese lone ontvang								teen 1s. 0d. elk
Bydrae van Werkgewer. Totale getal werknemers vir die maand								teen 1s. 0d. elk
Tjek/Posorder/Kontant—hierby ingesluit vir						£		

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID.

Werkgewers betaal 2d. per week vir elke werknemer.

Werknemers betaal 2d. per week elk.

Week geëindig					Totaal vir die maand	£	s.	d.
Getal werknemers								teen 2d. elk
Bydrae van werkgever. (n Gelykwaardige bydrag soos hierbo)								
Tjek/Posorder/Kontant—hierby ingesluit vir						£		

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(TRANVAAL).

This form must be completed and forwarded to the Council within one week after the last day of the month in which the deductions fall due.

Name of factory _____

Address _____

Contributions for the month of _____ 19__

TRANVAAL CLOTHING INDUSTRY MEDICAL AID SOCIETY.

Male employees receiving a basic wage (excluding cost of living allowance) of £6 or more per week, must have 2s. 6d. deducted from their wages.

Employees receiving a basic wage (excluding the cost of living allowance) of £3. 10s. or more per week, must have 1s. 6d. per week deducted from their wages.

Employees receiving a basic wage (excluding cost of living allowance) of less than £3. 10s. per week, must have 1s. per week deducted from their wages.

Week ending					Total for month	£	s.	d.
Male employees who receive a basic wage of £6 or more								At 2s. 6d. each
Employees receiving basic wage of £3. 10s. or more								At 1s. 6d. each
Employees receiving basic wage of less than £3. 10s.								At 1s. each
Employer's contribution. - Total number of employees for month								At 1s. each
Cheque/Postal Order/Cash enclosed for						£		

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY.

Employers pay 2d. per employee per week.

Employees pay 2d. per week.

Week ending					Total for month	£	s.	d.
Number of employees								At 2d. each
Employer's contribution (an equal amount to above)								
Cheque/Postal Order/Cash enclosed for						£		

AANHANGSEL C.

LOONREGISTER.

Week eindigende _____ 19____ Naam van firma _____

Gewone werkure begin om _____ vm. en eindig om _____ nm.
Skofte gewerk (vul slegs in indien van toepassing): Skof (a) van _____ tot _____ Skof (b) van _____ tot _____ Skof (c) van _____ tot _____

Klok No.	Nyw. Raad No.	Werknemer se naam.	Bedryf	Loonklas. Ras.	Ouderdom. Geslag.	Basis- loon- skaal.	Skaal van L.K.T.	Totale week- skaal.	Gewone tyd gewerk.					Totale ure gewerk.	Bedrag verskul- dig vir gewone tyd.	Oortyd gewerk.					Totale ure oortyd.	Bedrag verskul- dig vir oortyd.	Bonus ver- dienste.	Totale bruto ver- dienste.	Aftrekkings.						Netto besol- diging.	Opmerkings.			
									M	D	W	D	V			S	M	D	W	D					V	S	NR	MB	WBF	GW		VF	Ander	Deur werkgever.*	Deur inspekteur.

Die name van alle werknemers in die boeke van die firma en die besonderhede in die eerste agt kolomme MOET iedere week ingeskryf word, selfs in gevalle waarin hulle nie in die werk was nie.

* bv. Redes vir korttyd wanneer gewone ure nie deur werknemer gewerk is nie.

ANNEXURE C.

WAGE REGISTER.

Week ending _____ 19____ Name of firm _____

Ordinary hours of work commenced at _____ a.m. and cease at _____ p.m.
Shifts worked (fill in only where applicable): Shift (a) from _____ to _____ Shift (b) from _____ to _____ Shift (c) from _____ to _____

Clock No.	Ind. Coun- cil No.	Employee's Name.	Occu- pation.	Wge. Category Race. Age. Sex.	Basic Wage Rate.	C.O. L.A. Rate.	Total Weekly Rate.	Ordinary Time Worked.					Total Hours Worked.	Amount Due for Ord. Time.	Overtime Worked.					Total Over- time Hours.	Amount Due for Over- time.	Bonus Earnings	Total Gross Earnings	Deductions.						Net Pay.	REMARKS.	
								M	T	W	T	F	S		M	T	W	T	F	S				IC	MA	EW	UBF	PF	Other.		By Employer.*	By Inspector.

The names of all employees on the books of the firm and the particulars in the first eight columns MUST be entered each week, even in cases where they have not been at work.

* e.g. Reasons for short-time when normal hours are not worked by employee.

AANHANGSEL D.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL).

VERSLAG VAN INDIENSNEMINGS EN DIENSBEEINDIGINGS.

Fabriek _____ Week endigende _____

Stuur weekliks aan die Nywerheidsraad vir die Klerasienywerheid (Transvaal), Posbus 5101, Johannesburg.

As daar geen werknemer in diens geneem of ontslaan is nie, moet 'n afskrif van hierdie vorm in elk geval op die eerste dag van die volgende week met die woord „NIL” teenoor elke kolom aangeteken gestuur word.

Heg die betrokke Dienskaarte aan van alle persone in diens geneem en Dokterskaarte van alle persone wat ontslaan is.

IN DIENS GENEEM.		ONTSLAAN.	
Naam.	Nywerheids- raad No.	Naam.	Nywerheids- raad No.

ANNEXURE D.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL).

REPORT OF ENGAGEMENTS AND DISCHARGES.

Factory _____ Week ending _____

Post weekly to Industrial Council for the Clothing Industry (Transvaal), P.O. Box 5101, Johannesburg.

When there are no engagements or discharges a copy of this form must still be sent in on the first day of the following week with the word "NIL" written across each column.

Attach respective Service Cards for all persons engaged and the Doctor's Cards of all who have left or been discharged.

ENGAGED.		DISCHAGRED.	
Name.	Council No.	Name.	Council No.

AANHANGSEL E.

Naam _____

Adres _____

Fabriek _____

Datum uitgereik _____ No. _____

Ouderdom _____ Geslag _____ Ras _____

Tydperk in nywerheid _____

Opmerkings _____

Handtekening _____ Uitgereik deur _____

ANNEXURE E.

Name _____

Address _____

Factory _____

Date issued _____ No. _____

Age _____ Sex _____ Race _____

Years in industry _____

Remarks _____

Signature _____ Issued by _____

* No. 2042.] [3 Augustus 1951.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

KLERASIENYWERHEID, TRANSVAAL.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Klerasienywerheid bekendgemaak by Goewermentskennisgewing No. 2041 van 3 Augustus 1951, nie vir die persone wie se werkure daarby gereël word minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

* No. 2042.] [3 August 1951.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

CLOTHING INDUSTRY, TRANSVAAL.

I, PAUL OLIVER SAUER, Acting Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the agreement and notice relating to the Clothing Industry, published under Government Notice No. 2041 of the 3rd August, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

P. O. SAUER,
Acting Minister of Labour.



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