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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.*

GOEWERMENSKENNISGEWINGS.

GOVERNMENT NOTICES.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

The following Government Notices are published for general information:—

DEPARTEMENT VAN ARBEID.

DEPARTMENT OF LABOUR.

* No. 1592.] [24 Julie 1953.
NYWERHEID-VERSOENINGSWET, 1937.

* No. 1592.] [24 July 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

KLERASIENYWERHEID, NATAL.

CLOTHING INDUSTRY, NATAL.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hierby verskyn en betrekking het op die Klerasienywerheid, vanaf die 1ste dag van Augustus 1953 en vir die tydperk wat op die 31ste dag van Julie 1955 eindig, bindend is vir die werkgewers-organisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 18, en 22 tot en met 27 van genoemde Ooreenkoms, vanaf die 1ste dag van Augustus 1953 en vir die tydperk wat op die 31ste dag van Julie 1955 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in die magistraatsdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Onder-Tugela;
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 18, 22, 23 en 25 tot en met 27 van genoemde Ooreenkoms vanaf die 1ste dag van Augustus 1953 en vir die tydperk wat op die 31ste dag van Julie 1955 eindig, in die magistraatsdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Onder-Tugela *mutatis mutandis* van toepassing is ten opsigte van persone in diens van genoemde nywerheid wat nie by die woordbepaling van die uitdrukking „werknemer” vervat in artikel *een* van genoemde Wet, ingesluit is nie; en
- (d) kragtens subartikel (7) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousule 28 van genoemde Ooreenkoms vanaf die 1ste dag van Augustus 1953 en vir die tydperk wat op die 31ste dag van Julie 1955 eindig, bindend is op die prinsipale of aannemers, vermeld in genoemde klousule van genoemde Ooreenkoms en op persone aan wie werk uitgegee word deur sodanige prinsipale of aannemers in die magistraatsdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Onder-Tugela.

B. J. SCHOEMAN,
Minister van Arbeid.

- (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 appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding from the 1st day of August, 1953, and for the period ending the 31st day of July, 1955, 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;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 18 (inclusive), 22 to 27 (inclusive), of the said Agreement shall be binding from the 1st day of August, 1953, and for the period ending on the 31st day of July, 1955, upon the other employers and employees engaged or employed in the said Industry, in the Magisterial Districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela;
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela, and from the 1st day of August, 1953, and for the period ending the 31st day of July, 1955, the provisions contained in clauses 3 to 18 (inclusive), 22, 23 and 25 to 27 (inclusive), of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression “employee” contained in section *one* of the said Act; and
- (d) in terms of sub-section (7) of section *forty-eight* of the said Act, declare that the provisions contained in clause 28 of the said Agreement shall be binding from the 1st day of August 1953, and for the period ending on the 31st day of July, 1955, upon such principals or contractors as are referred to in the said clause of the said Agreement and upon the persons to whom work is given out by such principals or contractors in the Magisterial Districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL).

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, aangegaan deur die

„Natal Clothing Manufacturers' Association”

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

„Garment Workers' Industrial Union (Natal)”

(hierna „die werknemers” of „die vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Natal).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraatsgebiede Durban, Pinetown, Inanda, Pietermaritzburg, en Onder-Tugela deur alle werkgewers wat lid van die werkgewersorganisasie is en wat die klerasienywerheid uitoefen en alle werknemers wat lid van die vakvereniging is en in daardie nywerheid in diens is, nagekom word.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid ingevolge die bepalings van artikel *agt-en-veertig* van die Wet bepaal word, en bly van krag vir twee jaar of vir die tydperk wat hy vasstel.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet bepaal is, het dieselfde betekenis as in die Wet. Verwysing na 'n Wet sluit enige wysiging van die Wet in, en tensy 'n ander bedoeling blyk, sluit die woorde wat die manlike geslag aandui vrouens in; voorts, tensy strydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„assistent-magasynmeester”, 'n werknemer uitgesonderd 'n arbeider, wat onder die toesig van 'n magasynmeester help om goedere uit te reik of te ontvang;

„dryfbandhersteller”, 'n werknemer uitgesonderd 'n leerling-werktuigkundige, wat in diens is om dryfbande van masjiene heel te maak, laers te olie, oliekanne te vul en soortgelyke werk te doen en die werktuigkundige van die inrigting by te staan;

„spoelopwenner”, 'n werknemer wat gare uitrek en/of spoel met 'n spoelopwenner opwen;

„keteloppasser”, 'n werknemer wat onder toesig van 'n voorman of fabrieksbestuurder verantwoordelik is om die waterstand en stoomdruk van 'n stoomketel in 'n inrigting in stand te hou, en wat die vuur in die ketel kan stook, hark, opbreek en trek;

„kartondoosmaker”, 'n werknemer wat 'n kartondoosvervaardigingsmasjiene bedien;

„afknipper”, 'n werknemer wat los draadjies gare wat deur vorige werkers aan die klédinstukke gelaat word, afknip of afwerk;

„klerasienywerheid” of „nywerheid”, sonder om die gewone betekenis van die uitdrukking op enige wyse te beperk, die nywerheid waarin werkgewers en werknemers verbonde is vir die vervaardiging van alle soorte tweed- en linnehoede, hante, dameshoede, dasse, gordels, kruisbande, kousophouers, buustehouers, borsrokke en alle soorte bo- en onderklere, met inbegrip van gebreide klédinstukke, hemde, boordjies, slaappakke en ander nag- en onderklere, en alle werksaamhede wat daarmee saamgaan en daarop volg wat deur sodanige werkgewers en enige van hulle werknemers uitgevoer word, maar dit sluit nie modemakery of hoedemakery vir die kleinhandel in nie, nog die vervaardiging van snyersboklere volgens die mate van individuele persone, maar sluit die vervaardiging van snyersboklere in vir die uitvoering van bestellings van handelaars vir spesiale mate van hulle klante vir wie mate deur of op verantwoordelikheid van die handelaars geneem is, en die vervaardiging van alle klasse klédinstukke, met inbegrip van snyersklere wat in hoeveelhede gemaak word volgens die bestelling van enige Staatsdepartement, Provinsiale Administrasie, die S.A.S. en H. en Lugdiens, of plaaslike besture;

„baadjiesomkeerder”, 'n werknemer wat baadjiebelegsels omkeer nadat dit met die masjiene gewerk is;

„Raad”, die Nywerheidsraad vir die Klerasienywerheid (Natal), wat ingevolge die bepalings van die Nijverheid Verzoenings Wet, 1924, geregistreer is, en wat beskou word dat dit ingevolge artikel *negentien* van die Wet geregistreer is;

„snyer, eerstegraads”, 'n werknemer wat in beheer is van 'n snyafdeling van 'n inrigting wat patrone ontwerp of dit met kryt op die materiaal afmerk (met uitsondering van dameshoede);

„snyer, tweedegraads”, 'n werknemer uitgesonderd 'n „snyer, eerstegraads” en 'n „opmaker” wat klédinstukke uitsny (met uitsondering van dameshoede);

„vervoerder” of „vervoerband”, 'n spesiale masjiene wat gebruik word om voorwerpe of hemde en/of klédinstukke van die een werknemer na die ander op 'n outomatiese bewegende band te vervoer;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL).

AGREEMENT

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

Natal Clothing Manufacturers' Association

(hereinafter called “the employers” or “the employers' organization”), of the one part, and the

Garment Workers' Industrial Union (Natal)

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Areas of Durban, Pinetown, Inanda, Pietermaritzburg, and Lower Tugela 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.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour, in terms of section *forty-eight* of the Act, and shall remain in force for two years or for such period as may be determined by him.

3. DEFINITIONS.

Any terms used in this Agreement which are defined in the Act shall have the same meaning as in that Act. A reference to an Act includes any amendments of such Act, and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context:—

“Act” means the Industrial Conciliation Act, 1937;

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

“belt boy” means an employee other than a learner mechanic, who is engaged in fixing machine belt, oiling bearing, filling oil cans and similar work and assisting the establishment's mechanic;

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

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

“cardboard box maker” means an employee engaged in operating a cardboard box making machine;

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

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

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

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

“cutter, first grade,” means an employee in charge of a cutting department of an establishment who is engaged on drafting patterns or chalking of patterns on to the cloth (excluding millinery);

“cutter, second grade,” means an employee other than the “cutter, first grade” and “trimmer”, who is employed on cutting out garments (excluding millinery);

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

"handelaar", 'n persoon in besit van 'n lisensie ingevolge item 11 van die Tweede Bijlage van die Licenties Konsolidatie Wet, 1925;

"versendingsverpakker", 'n werknemer wat onder toesig van 'n voorman, voorvrou of klerklike werknemer uitsluitlik of hoofsaaklik bestellings opmaak en goedere inpak vir vervoer of aflewering in of in verband met die versendingsafdeling van 'n inrigting;

"distrik 1", die magistraatsgebiede Durban, Pinetown en Inanda;

"distrik 2", die magistraatsgebiede Pietermaritzburg en Onder-Tugela;

"verdienste", die totale besoldiging uitgesonderd die lewenskostetoelae, wat aan 'n werknemer toekom vir die tyd wat werklik gewerk is;

"inrigting", 'n plek waarin werk in verband met die klerasienywerheid verrig word;

"ondervinding", die totale dienstydperk van 'n werknemer in die kleremakery-op-maat- en/of in die klerasienywerheid hetsy binne die Unie van Suid-Afrika of elders, in enige kapasiteit uitgesonderd as arbeider, dryfbandhersteller, keteloppasser, versendingsverpakker, assistent-magasynmeester, handelsreisiger se bestuurder, kortondoosmaker, motorvoertuigbestuurder of 'n opsigter, en sluit die volgende in:—

(a) In die geval van 'n klerklike werknemer, alle tydperke diens wat sodanige werknemer gehad het as 'n klerklike werknemer, ongeag die bedryf, nywerheid of onderneming waarin hierdie ondervinding opgedoen is.

(b) In die geval van 'n modemaker in die kleinhandel of in 'n private kapasiteit, wat werk soek in die klerasienywerheid in 'n hoedanigheid uitgesonderd dié van 'n klerk, handelsreisiger, arbeider, werktuigkundige, dryfbandhersteller, keteloppasser, motorvoertuigbestuurder of opsigter, die helfte van sy totale ondervinding as 'n modemaker in die kleinhandel of in 'n private kapasiteit.

(c) In die geval van 'n perser, stryker, en/of opvouer wat in die wasserybedryf was, wat werk soek as 'n perser, stryker en/of opvouer in die klerasienywerheid, die helfte van sy totale ondervinding in die wasserybedryf.

(d) In die geval van alle werknemers wat opleiding ontvang in 'n ambagskool of soortgelyke inrigting voor of na die datum waarop hierdie Ooreenkoms in werking tree, in enige werk wat soortgelyk is aan dié waarvoor lone in hierdie Ooreenkoms voorgeskryf is.

"opvouer", 'n werknemer wat kledingstukke opvou;

"voorman", 'n werknemer wat die verantwoordelikheid dra vir die juiste en doeltreffende uitvoering van die werk wat aan sy sorg in 'n fabriek of 'n afdeling van 'n fabriek toevertrou is;

"uurloon", in die geval van—

(i) 'n werknemer wat uitsluitlik of hoofsaaklik goedere versend, aflewer of ontvang, motorvoertuigbestuurders, arbeiders, werktuigkundiges en werknemers wat uitsluitlik of hoofsaaklik toesig hou oor die werk van hierdie werknemers, kantoorwerknemers en gesalarieerde werknemers in 'n bestuurshoedanigheid, die weekloon gedeel deur 45; en

(ii) alle ander werknemers, die weekloon gedeel deur 42½.

"arbeider", 'n werknemer wat een of meer van onderstaande werksaamhede verrig—

- persele, voertuie, diere of masjinerie skoonmaak;
- goedere laai of aflaai;
- goedere dra of stapel;
- kartonne toemaak, pakkiste toespyker of bale toewerk, of, onder toesig van 'n versendingsverpakker of klerklike werknemer goedere in pakkies opmaak;
- briewe, boodskappe of goedere te voet of met 'n voet-of handaangedrewe voertuig aflewer;
- vure maak of aan die brand hou, of vullis of as verwyder;
- tee maak en/of bedien;
- persele bewaak (nagwag);
- dierevoertuie bestuur;
- rubberoplossing vir rubber-behandelde kledingstukke meng;

"laerangskikker", 'n werknemer wat die materiaal in laerangskik om gesny te word;

"leerling", 'n werknemer wat nie geregtig is tot die loon vir gekwalifiseerdes wat in klousule 4 (1) voorgeskryf word vir 'n werknemer van sy klas nie, weens die tydperk of tydperke van sy diens;

"gebreide kledingstukke", die vervaardiging van gebreide kledingstukke, of die vervaardiging van kledingstukke van gebreide materiaal;

"afmerker", 'n werknemer wat die plekke van sakke, knope en/of knoopsgate afmerk;

"maandloon", die weekloon vermenigvuldig met vier en eenderde;

"nagskof", enige tydperk van werk wat in 'n inrigting deurgebring word, waarvan die grootste gedeelte tussen die ure 6 nm. en 6 vm. verrig word;

"kantoorwerker", 'n werknemer wat uitsluitlik of hoofsaaklik in 'n inrigting as 'n tikster, boekhouer, bestellingnemer of faktuurkorrespondent, 'n loon-, algemene of versendingsklerk werk;

"dealer" means a person holding a licence under item 11 of the second Schedule of the Licences Consolidation Act, 1925;

"despatch packer" means an employee who, under the supervision of a foreman, forewoman or clerical employee, is wholly or mainly engaged in making up orders and in packing goods for transport or delivery in or in connection with the despatch department of an establishment;

"District 1" means the Magisterial Areas of Durban, Pinetown and Inanda;

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

"Earnings" means the total remuneration excluding cost of living allowance, due to an employee for the time actually worked;

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

"experience" means the total period of employment an employee has had in the Bespoke Tailoring and/or in the Clothing Industry, whether within the Union of South Africa or elsewhere, in any capacity other than as a labourer, belt boy, boiler attendant, despatch packer, assistant storeman, traveller's driver, cardboard box maker, driver of a motor vehicle or a caretaker, and shall include:—

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

(b) In the case of a retail or private dressmaker seeking employment in the Clothing Industry in a capacity other than that of a clerk, traveller, labourer, mechanic, belt boy, boiler attendant, driver of a vehicle or caretaker, one half of his total experience as a retail or private dressmaker.

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

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

"folder" means an employee engaged on folding garments;

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

"hourly wage" means in the case of—

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

(ii) all other employees, the weekly wage divided by 42½.

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

- Cleaning premises, vehicles, animals or machinery;
- loading or unloading goods;
- carrying or stacking goods;
- closing cartons, nailing up packing cases or sewing up bales or, under the supervision of a despatch packer or clerical employee, parcelling goods;
- delivering letters, messages or goods on foot or by means of a foot or hand-propelled vehicle;
- making or maintaining fires, or removing refuse or ashes;
- preparing and/or serving tea;
- guarding premises (night watchman);
- driving animal-drawn vehicles;
- mixing rubber solution for rubberized garments;

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

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

"knitted garments" means the making of knitted garments, or the making of garments from knitted material.

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

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

"night shift" means any period of work performed in an establishment the major portion of which falls between the hours of 6 p.m. and 6 a.m.;

"office employee" means an employee wholly or mainly employed in an establishment as a typist, book-keeper, salesman, or invoice correspondent, wage, general or despatch clerk;

- „kantoorwerker, manlik, gekwalifiseer,” ’n manlike kantoorwerker met minstens ses jaar ondervinding;
- „kantoorwerker, manlik, ongekwalifiseer,” ’n manlike kantoorwerker met minder as ses jaar ondervinding;
- „kantoorwerker, vroulik, gekwalifiseer,” ’n vroulike kantoorwerker met minstens vier jaar ondervinding;
- „kantoorwerker, vroulik, ongekwalifiseer,” ’n vroulike kantoorwerker met minder as vier jaar ondervinding;
- „verpakker,” ’n werknemer wat kledingstukke in dose of ander geskikte omhulsels of in bondels verpak voordat hulle na die versendingsafdeling deurgestuurd word;
- „patent-omvouer,” ’n werknemer wat die rande van krae, belegsele, bande, mansjette, sakke en/of klappe met die hand of ’n masjien uitvou;
- „stukwerk,” enige stelsel waarvolgens verdienste bereken word volgens die hoeveelheid of omvang van werk wat verrig is;
- „vasspelder,” ’n werknemer wat uitsluitlik hemde of ander kledingstukke vasspeld;
- „gewone naaldwerker,” ’n werknemer wat uitsluitlik met die hand een of meer van die volgende werksaamhede verrig:—

Permanente omslae vassryg; lyfbandvoerings vasryg; hakies en ogies, klerekaartjies en/of drukknopie vaswerk; die hakie in broekbande vasheg; knope aanwerk; hanglissies maak en aanwerk; kruisvoerings in broeke platnaai; voerings van pyepente en broekbande en allerlei stukkie naaldwerk platnaai; nekstukke van onderbaadjies platnaai; randverstewigers en allerlei stukkie naaldwerk vaswerk, onderkante of some van voerings wat reeds in posisie aanmekeer geryg is, platnaai, omboorsels platnaai, belegsele wat binne alreeds in posisie vasgeryg is, vasheg;

- „premie,” sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, beloning van watter aard ook al wat in ruil vir die opleiding van ’n werknemer gegee word;
- „perser,” ’n werknemer wat die afgewerkte kledingstuk met die hand of met ’n masjien pers;
- „gekwalifiseer,” met betrekking tot ’n werknemer in die nywerheid, ’n werknemer uitgesonderd ’n leerling of ’n arbeider, ’n motorvoertuigbestuurder, opsigter, dryfbandhersteller, keteloppasser, versendingsverpakker, assistent-magasynmeester, handelsreisiger se bestuurder en kartondoosmaker;
- „skale,” stukwerkskale of skale vir die betaling van oortydwerk;
- „modemakery in die kleinhandel,” die vervaardiging van ’n enkele kledingstuk vir meisies en vrouens volgens die mate van die afsonderlike persone, nie die uitvoering van bestellings volgens spesiale mate van handelaars wie se klante deur of op verantwoordelikheid van die handelaars geneem is nie;
- „hoedemakery in die kleinhandel,” die vervaardiging van hoede in winkels, wat in die winkels te koop is, en die maak van hoede volgens die mate van individuele persone;
- „fatsoeneerder,” ’n manlike of vroulike werknemer wat baadjelapelle en -kroe fatsoeneer voordat hulle onder vasgeryg word;
- „korttyd,” die werktid wat tot minder as die gewone getal werke van die inrigting ingekort word, as hierdie vermindering veroorsaak word deur slapte in die werk of ’n noodtoestand in die nywerheid;
- „nekuitsnyer,” ’n werknemer wat in die hemp-afdeling die fatsoen van nekke afmerk of afwerk voordat die ander werk kan voortgaan;
- „sorteerder,” ’n werknemer wat kledingstukke of dele van kledingstukke vir die verskillende werksaamhede uitsorteer;
- „stempelaar,” ’n werknemer wat die groottes of identiteitswennommers op kledingstukke of dele van kledingstukke stempel;
- „taakwerk,” ’n bepaalde aantal kledingstukke of dele van kledingstukke wat ’n werknemer in opdrag van sy werkgever of dié se verteenwoordiger binne ’n vasgestelde tyd moet klaarmaak;
- „handelsreisiger,” ’n werknemer wat as die reisende verteenwoordiger van ’n inrigting namens die inrigting uitsluitlik of hoofsaaklik in diens is om bestellings van behoorlik gelisensieerde handelaars te werf, vra of te versoek om goedere vir herverkoop aan hulle te verkoop of hulle daarvan te voorsien;
- „handelsreisiger se bestuurder,” ’n werknemer wat die handelsreisiger op sy reise vergesel en hom help om te bestuur en monsters in en uit te pak en uit te stal;
- „handelsreisiger, gekwalifiseer,” ’n handelsreisiger met minstens vier jaar ondervinding;
- „handelsreisiger, ongekwalifiseer,” ’n handelsreisiger met minder as vier jaar ondervinding;
- „opmaker,” ’n werknemer wat voerings en tussenvoering afmerk en/of sny;
- „onderperser,” ’n werknemer, behalwe ’n perser, wat perswerk verrig;
- „loon,” daardie gedeelte van die besoldiging wat in kontant aan ’n werknemer betaal moet word ten opsigte van die gewone werke soos in klousule 8 (1) voorgeskryf. By die klassifisering van ’n werknemer vir die doel van hierdie Ooreenkoms, moet dit beskou word dat hy tot daardie klas hoort waarin hy uitsluitlik of hoofsaaklik werksaam is;
- „werkwinkel,” persele waarin een of meer werknemers werksaamhede in die klerasiennywerheid verrig.

- „office employee, male, qualified” means a male office employee who has had not less than six years’ experience;
- „office employee, male, unqualified” means a male office employee who has had less than six years’ experience;
- „office employee, female, qualified” means a female office employee who has had not less than four years’ experience;
- „office employee, female, unqualified” means a female office employee who has had less than four years’ experience;
- „packer” means an employee engaged in packing garments into boxes or other suitable wrappings or into bundles prior to their being sent to the despatch department;
- „patent turner” means an employee engaged on turning out or over the edges of collars, facings, bands, cuffs, pockets and/or flaps whether by hand or machine;
- „piece-work” means any system by which earnings are calculated upon the quantity or output of work performed;
- „pinner” means an employee engaged solely in pinning shirts or other garments;
- „plain sewer” means an employee engaged solely in performing by hand one or more of the following operations:—

Tacking permanent turn-ups; tacking waistband linings; sewing on hooks and eyes, tickets and/or press studs; fastening catch in tops of trousers; sewing on buttons; making and sewing on hangers; felling crutch linings in trousers, felling bottoms and waist-band linings, and various odds and ends of sewing; felling necks of vests; fastening edge stays and odds and ends of sewing, felling bottoms of linings or seams of same already basted into position, felling binding, fastening facings inside already basted in position;

- „premium” means without in any way limiting the ordinary meaning of the term, any consideration of whatever nature given in return for the training of an employee;
- „presser” means an employee employed in pressing the finished garment by hand or machine;
- „qualified” means in relation to an employee in the Industry, an employee other than a learner, or a labourer, driver of motor vehicle, caretaker, belt boy, boiler attendant, despatch packer, assistant storeman, traveller’s driver and a cardboard box maker;
- „rates” means piece work rates or rates of payment for overtime;
- „retail dressmaking” means the making of single garments for girls and women to the measurement of individual persons, not as special measure orders from dealers whose customers’ measurements are taken by or on the responsibility of such dealers;
- „retail millinery” means the making of hats in shops for sale in such shops and the making of hats to the measurements of individual persons;
- „shaper” means a male or female employee engaged in shaping the lapels and collars of coats preparatory to under-basting;
- „short-time” means working time that is reduced below the usual number of working hours in the establishment when such reduction is due to slackness of work or the exigencies of the Industry;
- „sloper” means an employee engaged on marking or trimming the shape of the necks in the shirt section, preparatory to other operations;
- „sorter” means an employee engaged in sorting out garments or parts of garments for the various operations;
- „stamper” means an employee engaged in stamping the sizes or identity work numbers on garments or parts of garments;
- „task work” means the setting by an employer or his representative to an employee of a definite number of garments or portions of garments to be made up by such employee in a specified time;
- „traveller” means an employee who, as the travelling representative of an establishment, on behalf of such establishment is wholly or mainly engaged in inviting, canvassing or soliciting orders from duly licensed traders for the sale and/or supply to them of goods for resale;
- „traveller’s driver” means an employee who accompanies the traveller on his journey and assists the traveller in driving and in packing, unpacking and displaying of samples;
- „traveller, qualified,” means a traveller who has had not less than four years’ experience;
- „traveller, unqualified,” means a traveller who has had less than four years’ experience;
- „trimmer” means an employee engaged on marking in and/or cutting linings and interlinings;
- „under-presser” means an employee other than a presser employed in pressing processes;
- „wage” means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 8 (1). In classifying an employee for the purpose of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged;
- „workshop” means any premises in which one or more employees are engaged on operations in the Clothing Industry.

4. LONE.

(1) Onderworpe aan die ander bepalings van hierdie Ooreenkoms, mag geen werkgewer lone betaal en mag geen werknemer lone aanneem wat minder as die volgende minimum lone is nie:—

(i) Manlike werknemers, met inbegrip van magasynmeester, uitgesonderd dié wat deur paragrawe (iii), (iv), (v), (vi), (vii) en (viii) gedek word, en vroulike werknemers wat mans- of seunsoorjasse (behalwe stof- of wasbare jasse) maak, wat met die hand fatsoeneer, vasryg en vaswerk:—

	Distrik 1. Weekliks.			Distrik 2. Weekliks.		
	£	s.	d.	£	s.	d.
(a) Gekwalifiseer.....	3	15	0	3	7	6
(b) Leerlinge:—						
Eerste ses maande ondervinding....	1	5	0	1	2	6
Tweede ses maande ondervinding....	1	10	0	1	7	6
Derde ses maande ondervinding....	1	15	0	1	12	6
Vierde ses maande ondervinding....	2	0	0	1	17	6
Vyfde ses maande ondervinding....	2	5	0	2	2	6
Sesde ses maande ondervinding....	2	12	6	2	7	6
Sewende ses maande ondervinding....	3	0	0	2	12	6
Agste ses maande ondervinding....	3	7	6	3	0	0
En daarna die lone wat vir 'n gekwalifiseerde werknemer voorgeskryf is.						

(ii) Alle vroulike werknemers, uitgesonderd dié wat deur paragrawe (i), (iii), (v), (vi) en (vii) gedek word:—

	Distrik 1. Weekliks.			Distrik 2. Weekliks.		
	£	s.	d.	£	s.	d.
(a) Gekwalifiseer.....	2	17	6	2	12	0
(b) Leerlinge:—						
Eerste ses maande ondervinding....	1	5	0	1	2	6
Tweede ses maande ondervinding....	1	10	0	1	7	6
Derde ses maande ondervinding....	1	15	0	1	12	6
Vierde ses maande ondervinding....	2	0	0	1	17	6
Vyfde ses maande ondervinding....	2	5	0	2	2	6
Sesde ses maande ondervinding....	2	10	0	2	7	6
En daarna die loon wat vir 'n gekwalifiseerde werknemer voorgeskryf is.						

	Distrik 1. Weekliks.			Distrik 2. Weekliks.		
	£	s.	d.	£	s.	d.
(iii) Snyers:—						
(a) Eerstegraads, manlik of vroulik.....	6	0	0	5	8	0
(b) Tweedegraads, en opmaker, manlik—						
(1) Gekwalifiseer.....	4	0	0	3	12	6
(2) Leerlinge, soos in 4 (1) (i) (b).						
(c) Tweedegraads, en opmaker, vroulik—						
(1) Gekwalifiseer.....	3	5	8	2	17	6
(2) Leerlinge, soos in 4 (1) (ii) (b).						
(iv):—						
(a) Opsigter.....	3	0	0	2	14	0
(b) Bestuurder van motorvoertuig wat goedgekeur is om 'n vrag te dra van—						
(1) Tot en met 1 ton.....	3	0	0	2	14	0
(2) Oor 1 ton tot en met 3 ton.....	3	10	0	3	3	0
(3) Oor 3 ton tot en met 5 ton.....	4	10	0	4	1	0
(4) Oor 5 ton.....	5	10	0	4	19	0
En 'n werknemer wat 'n stoomwa bestuur.....	5	10	0	4	19	0

(v):—
(a) Laerangskikkers, patent-omvouers, sorteerdere, baadjiesomkeerdere, gewone naaldwerkers, nekuitsnyers, verpakkers, opvouers, fatsoeneerdere, onderpersers, hoedepersers wat met outomatiese hidrouliese hoedeperser werk, skoonmakers, stempelaars, afmerkers, spoelopweners en vasspelders, manlik of vroulik:—

	Distrik 1. Weekliks.			Distrik 2. Weekliks.		
	£	s.	d.	£	s.	d.
(1) Gekwalifiseer.....	2	5	0	2	0	0
(2) Leerlinge—						
Eerste ses maande ondervinding....	1	5	0	1	2	6
Tweede ses maande ondervinding....	1	10	0	1	7	0
Derde ses maande ondervinding....	1	15	0	1	11	6
Vierde ses maande ondervinding....	2	0	0	1	16	0
Daarna die loon wat vir 'n gekwalifiseerde werknemer voorgeskryf is.						

	Distrik 1. Weekliks.			Distrik 2. Weekliks.		
	£	s.	d.	£	s.	d.
(b) Keteloppasser, versendingsverpakker, assistent-magasynmeester, handelsreisiger se bestuurder en kartondoosmaker.....	1	19	0	1	15	3
(c) Dryfbandhersteller.....	1	16	6	1	13	0
(d) Arbeider.....	1	14	0	1	10	3

4. WAGES.

(1) Subject to the remaining provisions of this Agreement, no employer shall pay and no employee shall accept wages lower than the minimum wages prescribed hereunder:—

(i) Male employees, including storeman, other than those covered by paragraphs (iii), (iv), (v), (vi), (vii), and (viii), and female employees engaged in the making of men's or boy's coats or overcoats (other than dust coats or washing coats) who are employed in shaping, basting by hand and fixing:—

	District 1. Per Week.			District 2. Per Week.		
	£	s.	d.	£	s.	d.
(a) Qualified.....	3	15	0	3	7	6
(b) Learners:—						
First six months of experience.....	1	5	0	1	2	6
Second six months of experience....	1	10	0	1	7	6
Third six months of experience.....	1	15	0	1	12	6
Fourth six months of experience.....	2	0	0	1	17	6
Fifth six months of experience.....	2	5	0	2	2	6
Sixth six months of experience.....	2	12	6	2	7	6
Seventh six months of experience....	3	0	0	2	12	6
Eight six months of experience.....	3	7	6	3	0	0

And thereafter the wages prescribed for a qualified employee.

(ii) All female employees, other than those covered by paragraphs (i), (iii), (v), (vi), and (vii):—

	District 1. Per Week.			District 2. Per Week.		
	£	s.	d.	£	s.	d.
(a) Qualified.....	2	17	6	2	12	0
(b) Learners:—						
First six months of experience.....	1	5	0	1	2	6
Second six months of experience....	1	10	0	1	7	6
Third six months of experience.....	1	15	0	1	12	6
Fourth six months of experience....	2	0	0	1	17	6
Fifth six months of experience.....	2	5	0	2	2	6
Sixth six months of experience.....	2	10	0	2	7	6

And thereafter the wages prescribed for a qualified employee.

(iii) Cutters:—

(a) First grade, male or female.....	6	0	0	5	8	0
(b) Second grade, and trimmer, male—						
(1) Qualified.....	4	0	0	3	12	6
(2) Learners as in 4 (1) (i) (b).						
(c) Second grade and trimmer, female—						
(1) Qualified.....	3	5	8	2	17	6
(2) Learners as in 4 (1) (ii) (b).						

(iv):—

(a) Caretaker.....	3	0	0	2	14	0
(b) Driver of motor vehicle authorised to carry a pay load of—						
(1) up to and including 1 ton.....	3	0	0	2	14	0
(2) over 1 ton and up to 3 tons....	3	10	0	3	3	0
(3) over 3 tons and up to 5 tons....	4	10	0	4	1	0
(4) over 5 tons.....	5	10	0	4	19	0
And an employee driving a steam wagon.....	5	10	0	4	19	0

(v):—

(a) Layers up, patent turners, sorters, coat turners, plain sewers, slopers, packers, folders, shapers, under pressers, automatic hydraulic hat pressers, cleaners, stampers, markers, bobbin winders and pinners, male or female:—						
(1) Qualified.....	2	5	0	2	0	0
(2) Learners—						
First six months of experience.....	1	5	0	1	2	6
Second six months of experience.....	1	10	0	1	7	0
Third six months of experience.....	1	15	0	1	11	6
Fourth six months of experience.....	2	0	0	1	16	0
Thereafter the wages prescribed for a qualified employee.						

(b) Boiler attendant, despatch packer, assistant storeman, travellers' driver and cardboard box maker.....	1	19	0	1	15	3
(c) Belt boy.....	1	16	6	1	13	0
(d) Labourer.....	1	14	0	1	10	3

	Distrikte 1 en 2.					
	Weekliks.			Maande-likes.		
	£	s.	d.	£	s.	d.
(vi) Handelsreisigers:—						
(a) Manlik—						
(1) Gekwalifiseer.....	10	7	8	45	0	0
(2) Leerling—						
Eerste ses maande ondervinding.....	5	15	5	25	0	0
Tweede ses maande ondervinding.....	6	6	11	27	10	0
Derde ses maande ondervinding.....	6	18	6	30	0	0
Vierde ses maande ondervinding.....	7	10	0	32	10	0
Vyfde ses maande ondervinding.....	8	1	6	35	0	0
Sesde ses maande ondervinding.....	8	13	1	37	10	0
Sewende ses maande ondervinding.....	9	4	7	40	0	0
Agste ses maande ondervinding.....	9	16	2	42	10	0
Daarna die lone wat vir gekwalifiseerde werknemers voorgeskryf is.						
(b) Vroulik—						
(1) Gekwalifiseer.....	8	8	6	36	10	0
(2) Leerling—						
Eerste ses maande ondervinding.....	4	12	4	20	0	0
Tweede ses maande ondervinding.....	5	1	10	22	1	3
Derde ses maande ondervinding.....	5	11	4	24	2	6
Vierde ses maande ondervinding.....	6	0	10	26	3	9
Vyfde ses maande ondervinding.....	6	10	5	28	5	0
Sesde ses maande ondervinding.....	6	19	11	30	6	3
Sewende ses maande ondervinding.....	7	9	5	32	7	6
Agste ses maande ondervinding.....	7	18	11	34	8	9
Daarna die lone wat vir gekwalifiseerde werknemers voorgeskryf is.						
(vii) Kantoorwerkers:—						
(a) Manlik—						
(1) Gekwalifiseer.....	6	2	4	26	10	0
(2) Leerling—						
Eerste jaar ondervinding.....	1	16	11	8	0	0
Tweede jaar ondervinding.....	2	12	8	11	8	3
Derde jaar ondervinding.....	3	8	5	14	16	6
Vierde jaar ondervinding.....	4	4	1	18	4	4
Vyfde jaar ondervinding.....	4	19	9	21	12	3
Sesde jaar ondervinding.....	5	15	5	25	0	0
Daarna die lone wat vir gekwalifiseerde werknemers voorgeskryf is.						
(b) Vroulik—						
(1) Gekwalifiseer.....	3	9	3	15	0	0
(2) Leerling—						
Eerste jaar ondervinding.....	1	16	11	8	0	0
Tweede jaar ondervinding.....	2	5	0	9	15	0
Derde jaar ondervinding.....	2	13	1	11	10	0
Vierde jaar ondervinding.....	3	1	2	13	5	0
Daarna die lone wat vir gekwalifiseerde werknemers voorgeskryf is.						
				Durban, Inanda, Pietermaritzburg.	Pinetown en Onder-Tugela.	
				Weekliks.	Weekliks.	
(viii):—	£	s.	d.	£	s.	d.
(a) Werktuigkundige, gekwalifiseer.....	7	9	6	7	9	6
(b) Leerling—						
Eerste jaar ondervinding.....	1	10	0	1	9	3
Tweede jaar ondervinding.....	1	17	0	1	16	0
Derde jaar ondervinding.....	2	8	6	2	7	3
Vierde jaar ondervinding.....	3	4	6	3	2	9
Vyfde jaar ondervinding.....	4	5	3	4	3	0
Daarna die lone wat vir gekwalifiseerde werknemers voorgeskryf is.						

	Districts 1 and 2.					
	Per Week.			Per Month.		
	£	s.	d.	£	s.	d.
(vi) Travellers:—						
(a) Male—						
(1) Qualified.....	10	7	8	45	0	0
(2) Learner—						
First six months of experience.	5	15	5	25	0	0
Second six months of experience.....	6	6	11	27	10	0
Third six months of experience.....	6	18	6	30	0	0
Fourth six months of experience.....	7	10	0	32	10	0
Fifth six months of experience.....	8	1	6	35	0	0
Sixth six months of experience.....	8	13	1	37	10	0
Seventh six months of experience.....	9	4	7	40	0	0
Eighth six months of experience.....	9	16	2	42	10	0
Thereafter the wages prescribed for a qualified employee.						
(b) Female—						
(1) Qualified.....	8	8	6	36	10	0
(2) Learner—						
First six months of experience.....	4	12	4	20	0	0
Second six months of experience.....	5	1	10	22	1	3
Third six months of experience.....	5	11	4	24	2	6
Fourth six months of experience.....	6	0	10	26	3	9
Fifth six months of experience.....	6	10	5	28	5	0
Sixth six months of experience.....	6	19	11	30	6	3
Seventh six months of experience.....	7	9	5	32	7	6
Eighth six months of experience.....	7	18	11	34	8	9
Thereafter the wages prescribed for a qualified employee.						
	District 1.			District 1.		
	£ s. d.			£ s. d.		
(vii) Office employees:—						
(a) Male—						
(1) Qualified.....	6	2	4	26	10	0
(2) Learner—						
First year of experience.....	1	16	11	8	0	0
Second year of experience.....	2	12	8	11	8	3
Third year of experience.....	3	8	5	14	16	6
Fourth year of experience.....	4	4	1	18	4	4
Fifth year of experience.....	4	19	9	21	12	3
Sixth year of experience.....	5	15	5	25	0	0
Thereafter the wages prescribed for a qualified employee.						
(b) Female—						
(1) Qualified.....	3	9	3	15	0	0
(2) Learner—						
First year of experience.....	1	16	11	8	0	0
Second year of experience.....	2	5	0	9	15	0
Third year of experience.....	2	13	1	11	10	0
Fourth year of experience.....	3	1	2	13	5	0
Thereafter the wages prescribed for a qualified employee.						
	Durban, Inanda, Pietermaritzburg.			Pinetown and Lower Tugela.		
(viii):—						
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
(1) Mechanic, qualified.....	7	9	6	7	9	6
(2) Learner—						
First year of experience.....	1	10	0	1	9	3
Second year of experience.....	1	17	0	1	16	0
Third year of experience.....	2	8	6	2	7	3
Fourth year of experience.....	3	4	6	3	2	9
Fifth year of experience.....	4	5	3	4	3	0
Thereafter the wages prescribed for a qualified employee.						

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

(3) Employees employed on conveyor belt shall receive the wages prescribed, plus 10 per cent.

(4) A traveller shall be paid:—

- a subsistence allowance of not less than twenty shillings in respect of each night spent away from his headquarters during a journey undertaken in the performance of his duties;
- all reasonable transport expenses incurred by him in the performance of his duties; or
- when his employer requires or permits him to use his own car in the performance of his duties, an allowance of not less than 6d. per mile for every mile traversed in such car in connection with such duties.

(2) Niks wat in hierdie Ooreenkoms vervat is, het die uitwerking om die loon wat te eniger tyd voor of op die datum van inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer uitbetaal is, te verminder nie.

(3) Werknemers wat met die vervoerband werk moet die voorgeskrewe lone ontvang plus 10 persent.

(4) Aan 'n handelsreisiger moet die volgende betaal word:—

- 'n verblyftoelae van minstens twintig sjjellings ten opsigte van elke nag wat hy weg van sy standplek af moet deurbreng in die loop van 'n reis wat onderneem word in die uitvoering van sy pligte;
- alle vervoerontkoste wat redelikerwys deur hom aangegaan word in die uitvoering van sy pligte; of
- wanneer sy werkgewer van hom verwag of hom toelaat om sy eie kar in die uitvoering van sy pligte te gebruik, 'n toelae van minstens 6d. per myl vir elke myl wat in hierdie kar afgeleë word in verband met sodanige pligte.

(5) Vir die doel om die minimum loon te bereken waartoe 'n leerling geregtig is deur die duur van sy dienstrydperk, moet hierdie verhoging betaalbaar word op die oplooptdatum, tensy die werknemer uit eie beweging van die werk afwesig was vir 'n tydperk of tydperke langer as altesaam sewe dae gedurende enige van die kwalifiseertydperke van ses maande waarvoor voorsiening in hierdie klousule gemaak word. Die oplooptdatum kan aangeskuiw word vir dieselfde aantal dae wat meer is as die sewe dae wat hy uit eie beweging van die werk afwesig was in enige van die kwalifiseertydperke van ses maande wanneer 'n loonverhoging aan hom betaalbaar is.

(6) (a) Benewens die loon wat in subklousules (1) en (3) voorgeskryf word, is 'n werknemer behalwe 'n werknemer wat 'n loon ontvang van £50 per maand of £11. 10s. 9d. per week of meer, 'n handelsreisiger, of 'n kantoorwerknemer, geregtig tot en moet 'n lewenskostetoelae aan hom betaal word van minstens 5 persent van sy verdienste vir eke 5 punte waarby die kleinhandelprysindeks-syfer soos van tyd tot tyd deur die Direkteur van Sensus en Statistiek bereken word, 100 oorskry. Die toelae is betaalbaar met ingang van die eerste betaaldag nadat die Raad in kennis gestel is van veranderinge in die kleinhandelprysindeks-syfer; met dien verstande dat sodanige toelae nie 60 persent van die verdienste mag oorskry nie; met dien verstande dat indien die bedrag van die lewenskostetoelae wat ingevolge hierdie paragraaf aan 'n werknemer betaalbaar is minder is as die bedrag wat ingevolge die bepalings van Oorlogsmaatreël No. 43 van 1942 of 'n wysiging daarvan aan die werknemer betaalbaar is, hy geregtig is tot en moet laasgenoemde aan hom betaal word in plaas van eersgenoemde bedrag; voorts met dien verstande dat sodanige werknemer nie geregtig is tot 'n lewenskostetoelae van meer as wat aan hom betaalbaar is ingevolge die bepalings van genoemde Oorlogsmaatreël nie as genoemde kleinhandelprysindeks-syfer na 'n syfer onderkant 100 daal.

(b) 'n Werknemer wat 'n loon ontvang van £50 per maand of £11. 10s. 9d. per week of meer, 'n handelsreisiger of 'n kantoorwerker is geregtig tot en 'n lewenskostetoelae op die basis voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, moet aan hom betaal word.

(c) Vir die doel van hierdie subklousule beteken die uitdrukking „kleinhandelprysindeks-syfer” die indekssyfer met betrekking tot voedsel, brandstof, lig en huur vir die Stad Durban met homself vergelyk op die basis van 100 punte vir 1938, soos van tyd tot tyd deur die Direkteur van Sensus en Statistiek bereken.

5. TAAK- EN STUKWERK.

(1) Taakwerk word verbied.

(2) Die werkgewer moet die besoldiging waartoe ooreengekom is vir stukwerk wat gedurende 'n week verrig is aan 'n werknemer betaal wat stukwerk in die kleriasienywerheid doen; met dien verstande dat die bedrag minstens die loon moet wees wat die werkgewer verplig sou wees om hom ingevolge hierdie Ooreenkoms te betaal as die werkgewer hom nie as 'n stukwerker nie maar as 'n tydwerker in diens geneem het om dieselfde klas werk gedurende dieselfde week te verrig.

(3) In 'n inrigting waarin werknemers stukwerk doen, moet die werkgewer 'n leesbare afskrif van die stukwerkskale wat van tyd tot tyd in sy inrigting in werking is op 'n plek hou wat maklik toeganklik is vir sy werknemers, en hy mag onder geen omstandighede 'n skaal laer betaal as dié wat in die inrigting opgeplak is nie.

(4) Die werkgewer moet minstens een week kennis gee van sy voorneme om stukwerkskale te verander.

6. KORTTYD.

(1) Waar korttyd in 'n inrigting ingevoer word of is, moet 'n werknemer vir minstens 'n halfdag in diens geneem word, of in plaas daarvan moet 'n halfdag se loon aan hom betaal word as hy die inrigting op so 'n dag bywoon, tensy hy voor daardie datum kennis gekry het dat sy dienste nie op daardie dag nodig sal wees nie.

(2) As daar weens 'n slapte in die handel gevind word dat dit onmoontlik is om voltyds te werk, moet korttyd gewerk word, deur die beskikbare werk vir sover dit doenlik is, ewerediglik te verdeel in die betrokke seksie of afdeling.

(3) Waar dit nodig is om korttyd in 'n fabriek in te voer, moet die tyd- en loonregister ten opsigte van elke werknemer wat aldus geraak word, behoorlik geëndosseer word.

(4) Die bepalings van hierdie klousule is nie van toepassing op handelsreisigers, opsigters en nagwagte nie.

7. BETALING VAN LONE EN OORTYDGELD.

(1) (a) 'n Werkgewer moet die lone en ander besoldiging in verskeie koeverte betaal, wat die naam van die werknemer, die loonskaal, die totale ure wat gewerk is, die lewenskostetoelae, die bedrag wat betaal word, en tot op watter datum dit betaal word, aantoon. Hierdie betalings moet weekliks op Vrydae gedurende werkure by die inrigting van die werkgewer tussen die ure 4 nm. en die gewone sluitingsuur van die inrigting betaal word; met dien verstande dat, wanneer 'n werknemer se dienste nie op die gewone betaaldag van die betrokke inrigting eindig nie, die bedrae wat aan hom verskuldig is onmiddellik by die beëindiging betaal moet word.

Hierdie klousule is nie van toepassing op werknemers wat maandeliks betaal word nie wat £50 per maand en meer ontvang, kantoorwerkers en handelsreisigers, vir wie voorsiening in paragraaf (b) hiervan gemaak word.

(5) For the purpose of computing the minimum wage which a learner will become entitled to by means of the length of his employment, such increase shall become payable on the accruing date, unless the employee has been absent from work of his own accord for a longer period, or periods than seven days in the aggregate in any of the six-monthly qualifying periods provided in this section. The accruing date, when an increase of wage falls due to him, may be advanced to the equivalent of the number of days in excess of seven days that he has been absent from work of his own accord in any of his six-monthly qualifying periods.

(6) (a) In addition to the wage prescribed in sub-clauses (1) and (3) an employee other than an employee in receipt of a wage of £50 per month or £11. 10s. 9d. per week or more, a traveller, or an office employee, shall be entitled to and be paid a cost of living allowance of not less than 5 per cent of his earnings for each 5 points by which the retail price index number as assessed from time to time by the Director of Census and Statistics, exceeds 100. The allowance shall become payable as from the first pay day after notification to the Council of changes in the retail price index number; provided that such allowance shall not exceed 60 per cent of such earnings, provided that if the amount of the cost of living allowance payable to an employee in terms of this clause is less than the amount payable to such employee in terms of War Measure No. 43 of 1942, or any amendment thereof, he shall be entitled to and be paid the latter in lieu of the former amount; provided further that such employee shall not be entitled to a cost of living allowance over and above that payable in terms of the said War Measure when the aforesaid retail price index number drops to a figure lower than 100.

(b) An employee in receipt of a wage of £50 per month, or £11. 10s. 9d. per week, or more, a traveller, or an office employee shall be entitled to and be paid a cost of living allowance on the basis prescribed in War Measure No. 43 of 1942, as amended from time to time.

(c) For the purpose of this sub-clause the term "retail price index number" means the index number relating to food, fuel, light and rent for the City of Durban compared with itself on the basis of 100 points for 1938, as assessed from time to time by the Director of Census and Statistics.

5. TASK-WORK AND PIECE-WORK.

(1) Task-work is prohibited.

(2) The employer shall pay to an employee who is employed on any day shall, unless he has prior to such date received notice upon for such piece-work performed during any week, provided that such amount shall not be less than the wage which the employer would be obliged to pay him under this Agreement if the employer had employed him not as a piece-worker, but as a time-worker to perform the same class of work during the same week.

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

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

6. SHORT TIME.

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

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

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

(4) The provisions of this section shall not apply to travellers, caretakers and night-watchmen.

7. PAYMENT OF WAGES AND OVERTIME.

(1) (a) An employer shall pay wages and other remuneration in sealed envelopes, showing the name of employee, rate of pay, total hours worked, cost of living allowance, amount paid, and the date up to which payment is made. Such payments shall be made in cash weekly on Fridays during working hours, at the establishment of the employer between the hours of 4 p.m. and the normal closing time of the establishment, provided that, where an employee's services do not terminate on the ordinary payday of the establishment concerned, any amounts due to him shall be paid immediately upon such termination.

This section shall not apply to monthly paid employees who are in receipt of £50 per month, and over, office employees and travellers, who are provided for in paragraph (b) hereof.

(b) 'n Werkgewer moet die lone van werknemers wat maandeliks betaal word en £50 en meer 'n maand ontvang, kantoorwerkers en handelsreisigers wat op 'n maandelikse basis in diens is, nie later nie as die laaste dag van elke kalendermaand of by die beëindiging van hul diens betaal indien dit geskied voor die gewone betaaldag van die werknemer.

(2) Waar werk in 'n inrigting deur werknemers verrig word wat in groepe of spanne georganiseer is, moet die verdienste van elke werknemer deur die werkgewer in wie se inrigting die werk verrig word of deur sy verteenwoordiger aan die werknemer betaal word.

(3) As 'n werknemer in 'n week twee of meer klasse werk verrig waarvoor verskillende weeklikse lone hierby voorgeskryf word, moet die werkgewer die werknemer die hoogste van sodanige verskillende weeklikse lone betaal.

(4) 'n Werknemer behalwe 'n nagwag wat op nagskof werk, moet minstens die besoldiging wat vir sy klas werk in Klousule 4 van hierdie Ooreenkoms voorgeskryf word plus 10 persent betaal word.

(5) Geen werkgewer mag 'n aftrekking van enige aard aftrek van die bedrae wat aan 'n werknemer verskuldig is ten opsigte van lone of oortyd lone nie; met dien verstande dat —

- (a) waar 'n werknemer van sy werk afwesig is, 'n bedrag *pro rata* vir die tyd wat werklik verlore is, afgetrek kan word;
- (b) die werknemers in 'n inrigting waar die gewone weeklikse werke minder is as 42½ betaal kan word vir die werklike aantal ure wat gewerk is teen die uurloon; met dien verstande dat 'n werknemer nie minder as 40 uur in 'n week betaal mag word nie onderworpe aan die bepalinge van klousules 6 (1) en 7 (5) (a) van hierdie Ooreenkoms, en behalwe soos bepaal in paragraaf (f) van hierdie subklousule;
- (c) met die skriftelike toestemming van die werkgewer, aftrekkings deur die werkgewer gedoen kan word vir versekerings- of pensioenfondse;
- (d) bydraes aan Raadsfondse ingevolge die bepalinge van klousule 18 van hierdie Ooreenkoms, en bydraes aan die fonds van die vakvereniging ingevolge die bepalinge van klousule 19 (3) van hierdie Ooreenkoms afgetrek moet word;
- (e) die koste van skêre wat aan werknemers verskaf word, afgetrek kan word;
- (f) as aftrekkings deur die werkgewer van die loon van sodanige werknemer gedoen word weens die masjinerie wat per ongeluk staan en geen werk vir 'n werknemer beskikbaar is n.e., slegs vir die tyd wat verloor is wat meer as 'n uur beloop ten opsigte van elke stilstand gedoen kan word;
- (g) 'n bedrag wat deur 'n werkgewer betaal word, wat hy deur 'n wet, ordonansie of 'n regsgeding gedwing word om namens 'n werknemer te betaal, afgetrek kan word;
- (h) bydraes tot die siektebystandsfonds ingevolge die bepalinge van klousule 26 (3) van hierdie Ooreenkoms afgetrek moet word.

8. WERK EN OORTYDURE.

(1) Behoudens die bepalinge van hierdie Ooreenkoms mag geen werkgewer vereis of toelaat dat—

- (a) 'n werknemer wat uitsluitlik of hoofsaaklik besig is met versending, aflewering of ontvangs van goedere, 'n bestuurder van voertuie, arbeiders, werktuigkundiges en werknemers wat uitsluitlik of hoofsaaklik in diens is om toesig te hou oor die werk van hierdie werknemers, kantoorwerknemers en werknemers wat in 'n besturende hoedanigheid in diens is—
 - (i) vir langer as 45 uur per week (uitgesonderd etensure) werk nie;
 - (ii) vir langer as 8½ uur per dag op vyf dae in die week (uitgesonderd etensure) of vir langer as vyf uur op 'n Saterdag as daar vir 'n week van ses dae gewerk word, werk nie;
 - (iii) vir langer as 9½ uur per dag, met uitsondering van etenstye, werk nie as daar vir 'n week van vyf dae gewerk word;
 - (iv) 'n vroulike werknemer—
 - (a) tussen 6 nm. en 6 vm., of
 - (b) na 1 nm. op meer as vyf dae per week werk nie;
- (b) alle ander werknemers wat nie in klousule 8 (1) (a) uitdruklik genoem word nie—
 - (i) vir langer as 42½ uur, met uitsondering van etenstye, in 'n week werk nie;
 - (ii) vir langer as vyf dae in 'n week werk nie;
 - (iii) vir langer as 9½ uur op 'n dag, met uitsondering van etenstye, werk nie;
 - (iv) in die geval van 'n vroulike werknemer, tussen 6 nm. en 6 vm. werk nie;
- (c) vir 'n aaneenlopende tydperk van langer as vyf uur gewerk word sonder 'n onderbrekende pouse van minstens een uur; met dien verstande dat tyd tydperke van werk wat deur 'n pouse van minder as 'n uur onderbreek word vir die doel van hierdie paragraaf beskou sal word as aaneenlopend.
- (2) Nieteenstaande die bepalinge van paragrafe (a) en (b) van subklousule (1) en behoudens die bepalinge van subklousule (4) van hierdie klousule, kan 'n werkgewer verplig of toegelaat word om oortydwerk vir 'n totale tydperk van hoogstens 10 uur in 'n week te werk; met dien verstande dat geen werkgewer 'n vroulike werknemer mag verplig of toelaat om die volgende oortydwerk te doen nie:—
 - (a) Vir langer as twee uur op 'n dag;
 - (b) op meer as drie agtereenvolgende dae;

(b) An employer shall pay wages to monthly paid employees who are in receipt of £50 per month and over, office employees and travellers who are engaged on a monthly basis, not later than the last day of each calendar month, or upon termination of their employment, if this should take place before the ordinary pay-day of the employee.

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

(3) An employer shall pay to any employee who in any week is employed on two or more classes of work for which different weekly wages are hereby prescribed, the highest of such different weekly wages.

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

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

- (a) where an employee is absent from work, a *pro rata* amount for the actual time lost may be deducted;
- (b) in any establishment where the regular weekly hours of work are less than 42½, the employees may be paid for the actual number of hours worked at the hourly rate, provided that, subject to the provision of clauses 6 (1) and 7 (5) (a) of this Agreement, and except as provided in paragraph (f) of this sub-clause, an employee shall not be paid less than 40 hours in any week;
- (c) with the written consent of the employee, deductions may be made by an employer for insurance or pension funds;
- (d) contributions to Council funds shall be deducted in terms of clause 18 of this Agreement, and contributions to the funds of the trade union shall be deducted in terms of clause 19 (3) of this Agreement;
- (e) the cost of scissors supplied to employees may be deducted;
- (f) if, owing to the accidental stoppage of machinery, no work is available for an employee, deductions may be made by the employer from the wage of such employee only for the time lost which is in excess of one hour in respect of each stoppage;
- (g) any amount paid by an employer, compelled by any law, ordinance or legal process to make payment on behalf of any employee, may be deducted;
- (h) contributions to the sick benefit fund shall be deducted in terms of clause 26 (3) of this Agreement.

8. HOURS OF WORK AND OVERTIME.

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

- (a) an employee wholly or mainly engaged in the despatch delivery, or receipt of goods, driver of vehicles, labourers, mechanics and employees wholly or mainly engaged in supervising the work of such employees, office employees and employees engaged in a managerial capacity, to work—
 - (i) for more than forty-five hours in any one week excluding meal times;
 - (ii) for more than 8½ hours per day on five days in the week excluding meal times, or more than five hours on a Saturday, when a six-day week is worked;
 - (iii) for more than nine and a quarter hours per day excluding meal times when a five-day week is worked;
 - (iv) who is a female—
 - (a) between six o'clock p.m. and 6 o'clock a.m.; or
 - (b) after one o'clock p.m. on more than five days in a week;
- (b) all other employees not specified in clause 8 (1) (a) to work—
 - (i) for more than 42½ hours excluding meal-times in any one week;
 - (ii) for more than five days in any one week;
 - (iii) for more than 9½ hours excluding meal-times in any one day;
 - (iv) who is a female between six o'clock p.m. and six o'clock a.m.
- (c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purpose of this paragraph, periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.
- (2) Notwithstanding the provisions of paragraphs (a) and (b) of sub-clause (1) and save as is provided for in sub-clause (4) of this section, an employer may require or permit an employee to work overtime for a total period not exceeding 10 hours in any one week: Provided that 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) op meer as sestig dae in 'n jaar;
 (d) na voltooiing van haar gewone werkure vir meer as 'n uur op 'n dag tensy hy—
 (i) sodanige werknemer daarvan voor die middag in kennis gestel het nie; of
 (ii) sodanige werknemer van 'n toereikende maaltyd voorsien het voordat sy met die oortydwerk moet begin; of
 (iii) betyds aan sodanige werknemer 'n toelae van 1s. 6d. betaal om die werknemer in staat te stel om 'n maaltyd te verkry voordat die oortydwerk moet begin.

(3) Daar word beskou dat 'n werknemer aan die werk is bō en behalwe die tydperk wat hy werklik werk—

- (a) as hy nie vry is om die werkkamer van sy werkgever vir die hele tydperk van die pouse te verlaat gedurende die hele pouse nie;
 (b) gedurende enige ander tydperk waarin hy in die werkkamer van sy werkgever is;

met dien verstande dat as daar bewys word dat sodanige werknemer nie gewerk het nie en vry was om die werkkamer in die loop van enige tydperk waarna in subparagraaf (b) verwys word, te verlaat, die veronderstelling waarvoor in hierdie subklousule voorsiening gemaak word nie van toepassing is nie ten opsigte van sodanige werknemer met verwysing na daardie gedeelte van die tydperk.

(4) Alle ure wat meer as die gewone werkure wat in paragrawe (a) en (b) van subklousule (1) voorgeskryf word, gewerk is, word as oortydure beskou. 'n Werkgever moet—

- (a) aan 'n werknemer wat uitsluitlik of hoofsaaklik in diens is vir die versending, aflewering of ontvangs van goedere, bestuurders van voertuie, arbeiders, werktuigkundiges en werknemers wat uitsluitlik of hoofsaaklik toesig hou oor die werk van hierdie werknemers, kantoorwerknemers en werknemers wat in 'n besturende hoedanigheid in diens is, minstens anderhalf maal die weeklikse besoldiging wat vir 'n werknemer van sy bepaalde klas voorgeskryf is, gedeel deur vyf-en-veertig vir elke uur of gedeelte van 'n uur oortydwerk betaal;
 (b) aan alle ander werknemers minstens anderhalf maal sy weekloon gedeel deur twee-en-veertig en 'n half, indien hy 'n tydwerker is, en indien hy 'n stukwerker is, minstens anderhalf maal die stukwerkskaal betaal; met dien verstande dat indien oortydwerk wat op 'n daaglikse basis bereken word verskil van dié wat op 'n weeklikse basis bereken word, die basis wat voordeliger is vir die werknemer aanvaar moet word.

(5) (a) 'n Werkgever moet aan 'n werknemer wat op 'n Sondag werk minstens dubbeld die besoldiging betaal wat ten opsigte van die tydperk wat gewoonlik op 'n weekdag deur hom gewerk word, betaal word.

(b) Wanneer 'n werknemer ook al op Goeie-Vrydag, Paasmaandag, Geloftedag, Kersdag, Tweede Kersdag of Nuwejaarsdag werk, moet sy werkgever besoldiging aan hom betaal teen 'n skaal van minstens sy gewone besoldiging ten opsigte van die totale tydperk wat hy op dié dag gewerk het benewens die besoldiging waartoe hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(6) Die werkgever moet aan elke werknemer 'n ruspouse van minstens 10 minute so ná moontlik aan die middel van elke werktydperk in die oggend en in die middag toestaan, en hierdie ruspouse moet beskou word as gedeelte van die gewone werkure, maar geen werkgever mag 'n werknemer verplig om werk in daardie pouse te doen nie.

Vir die doel van hierdie subklousule moet die eerste helfte van 'n werkskof wat langer is as 5 uur beskou word as 'n werktydperk van die oggend, en die tweede helfte van sodanige skof, 'n werktydperk in die namiddag.

(7) 'n Werkgever mag nie 'n werknemer verplig om sonder sy toestemming oortydwerk te doen nie.

(8) 'n Werkgever mag nie 'n werknemer wat in sy diens is ontslaan of benadeel nie weens die weiering van sodanige werknemer om oortydwerk te doen.

(9) Geen werkgever mag 'n werknemer toelaat om oortydwerk te doen nie tensy toestemming skriftelik van die Nywerheidsraad verkry is voordat die werk gedoen moet word.

In gevalle van dringende werk, kan die Sekretaris voorwaardelike magtiging verleen, wat geldig moet wees tot die volgende byeenkoms van die Raad.

(10) Geen werkgever mag 'n werknemer toelaat om 'n nagskof te werk nie, tensy skriftelike toestemming van die Nywerheidsraad verkry is voordat die werk gedoen word.

Dit word verbied om vroulike werknemers nagskofwerk te laat doen.

(11) Die maksimum getal ure met inbegrip van oortydure wat in 'n inrigting gewerk kan word, mag in geen geval meer as 55 in 'n week wees nie.

(12) Die bepalinge van hierdie klousule is nie van toepassing op handelsreisigers, opsigters en nagwagte nie.

9. WERK IN DIE KLERASIENYWERHEID.

(1) Geen werkgever mag sy werknemers verplig om in ander persele te werk en geen werknemer mag in ander persele as die volgende werk nie—

- (a) 'n inrigting wat deur die werknemer voorsien, toegerus, onderhou en beheer word, en wat ingevolge die bepalinge van kousule 13 van hierdie Ooreenkoms by die Raad geregistreer is; of
 (b) in 'n fabriek wat ingevolge die bepalinge van die Wet op Fabriek-, Masjinerie- en Bouwerk, No. 22 van 1941 geregistreer is, waarvan hy die okkupeerder is.

- (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 an allowance of 1s. 6d. in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

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

Provided that if it is proved that any such employee was not working and was free to leave the workroom during any portion of any period referred to in paragraph (b), the presumption provided for in this sub-section shall not apply in respect of such employee with reference to that portion of such period.

(4) All hours worked in excess of the ordinary hours prescribed in paragraphs (a) and (b) of sub-clause (1) shall be deemed to be overtime. An employer shall pay to—

- (a) an employee wholly or mainly engaged in the despatch, delivery, or receipt of goods, drivers of vehicles, labourers, mechanics, and employees wholly or mainly engaged in supervising the work of such employees, office employees and employees engaged in a managerial capacity, not less than one and a half times the weekly remuneration prescribed for an employee of his respective class, divided by forty-five, for each hour or part thereof of overtime;
 (b) all other employees not less than one and a half times his weekly wage divided by forty-two and a half, if a time worker, and, if a pieceworker, not less than one and a half times the piece-work rates, 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.

(5) (a) An employer shall pay to an employee who works on a Sunday, not less than double the remuneration payable in respect of the period ordinarily worked by him on a weekday.

(b) Whenever an employee works on Good Friday, Easter Monday, Day of the Covenant, Christmas Day, Boxing Day or New Years' Day, his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day in addition to the remuneration to which he would have been entitled had he not so worked.

(6) The employer shall grant to each employee a rest interval of not less than 10 minutes at as nearly as practicable the middle of each morning and each afternoon work period, and such interval shall be reckoned as portion of the usual working hours, but no employer shall require an employee to perform work during such interval.

For the purpose of this sub-clause the first half of any working shift of more than 5 hours shall be deemed to be a morning work-period, and the second half of any such shift, an afternoon work period.

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

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

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

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

(10) No employer shall allow an employee to work a night shift unless permission has been obtained in writing from the Industrial Council, prior to the performance of such work.

The employment of female labour on night shift work shall be prohibited.

(11) The maximum number of hours, including overtime, to be worked in any establishment shall in no case exceed 55 hours in any one week.

(12) The provisions of this clause shall not apply to travellers, caretakers, and night-watchmen.

9. WORK IN THE CLOTHING INDUSTRY.

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

- (a) an establishment provided, equipped, maintained and controlled by such employer, and which shall be registered with the Council, in terms of clause 13 of this Agreement; or
 (b) in a factory registered under the Factories, Machinery and Building Work Act, No. 22 of 1941, of which he is the occupier.

(2) 'n Werkgewer mag nie toelaat dat werk in die klerasie-nywerheid in 'n woonhuis verrig word nie.

10. GETALLEVERHOUDING VAN WERKNEMERS.

(1) (i) *Snyers*.—Een snyder, eerstegraads, moet in 'n inrigting in diens wees voordat gekwalifiseerde snyers, tweede-graads, in diens geneem kan word. Vir elke gekwalifiseerde snyder, eerstegraads, of snyder, tweede-graads, kan een leerlingsnyder in diens geneem word. Vir elke snyder, eerstegraads, kan hoogstens 5 ander snyers of leerlinge in diens geneem word.

(ii) *Manlike werknemers*, behalwe dié wat in paragrawe (iii), (iv), (v), (vi), (vii) en (viii) van subklousule 4 (1) genoem word: Een gekwalifiseerde manlike werknemer moet in diens wees voordat 'n manlike leerling in diens geneem kan word, en die getal manlike leerlinge wat in diens geneem kan word, moet hoogstens twee leerlinge vir elke gekwalifiseerde manlike werknemer wees.

(iii) *Vroulike werknemers*, behalwe dié wat in paragrawe (iii), (iv), (v), (vi) en (viii) van subklousule 4 (1) genoem word: Een gekwalifiseerde vroulike werknemer moet in diens wees voordat 'n vroulike leerling in diens geneem kan word, en die getal vroulike leerlinge wat in diens geneem kan word, moet hoogstens drie leerlinge vir elke gekwalifiseerde vroulike werknemer wees.

(2) Vir die doel van hierdie klousule, kan 'n leerling, aan wie minstens die loon van 'n gekwalifiseerde werknemer betaal word, as 'n gekwalifiseerde werknemer bskou word, en kan 'n vroulike werknemer wat minstens die loon van 'n gekwalifiseerde manlike werknemer verdien, as 'n gekwalifiseerde manlike werknemer bskou word.

(3) Geen werknemer wat vir 'n aaneenlopende tydperk van 4 weke om enige rede, behalwe siekte, van sy werk afwesig is, kan vir berekening van die getalleverhouding in aanmerking geneem word nie.

11. VAKANSIEVERLOF.

(1) Goë-Vrydag, Paasmaandag, Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag is vakansiedae met betaling, en, onderworpe aan die bepalinge van subklousule (2) hiervan, moet betaling vir sulke dae nie later as op die eerste betaaldag na sodanige dag geskied nie. Alle werknemers is op Meidag geregtig op verlof sonder betaling. Indien 'n openbare vakansiedag, uitgesonderd Meidag, waarna in hierdie klousule verwys word, op 'n Saterdag val, moet elke werknemer ten opsigte van elke sodanige vakansiedag die loon waarop hy geregtig sou gewees het vir 'n gewone werkdag ontvang.

(2) 'n Werkgewer moet elke jaar waarin hierdie Ooreenkoms van krag is, onderworpe aan die bepalinge van subklousule 9 van hierdie klousule, tussen 15 Desember en die daaropvolgende 15de Januarie, aan elkeen van sy werknemers, of hulle stukwerk doen of voltyds werk, wat minstens twaalf maande in diens was voor die datum waarop die verlof toegestaan is, ten minste drie opeenvolgende weke verlof toestaan, wat twaalf gewone werkdag met volle betaling insluit plus die lewenskoste, Kersdag, Tweede Kersdag en Nuwejaarsdag as openbare vakansiedae met betaling; met dien verstande dat—

(a) die tydperk van sodanige verlof nie saamval met enige tydperk waarin die werknemer kennis van diensbeëindiging ontvang het nie of ingevolge die Zuid Afrika Verdedigings Wet, 1912 (Wet No. 13 van 1912), vredesopleiding geniet.

(b) Indien Geloftedag in 'n verloftydperk val, dit by genoemde tydperk as 'n verdere tydperk van verlof met volle betaling bygevoeg moet word.

(3) 'n Werkgewer moet aan 'n werknemer wat op die dag waarop verlof, waarna in subklousule (2) verwys word, toegestaan is, en wat twaalf maande opeenvolgende diens by hom voltooi, het nie, verlofgeld betaal teen die loon van een gewone werkdag vir elke voltooië tydperk van 30 dae diens (plus betaling ten opsigte van Kersdag, Tweede Kersdag en Nuwejaarsdag, asook betaling ten opsigte van Geloftedag, indien dit binne die verloftydperk val).

(4) 'n Lys van al die werknemers wat verlofbetaling moet ontvang, soos voorgeskrywe in subklousules (2) en (3) hiervan, met vermelding van hul name, loonskale, werktydperke waarvoor verlofbetaling verskuldig is en die bedrag van verlofbetaling wat aan elke werknemer verskuldig is, moet, tesame met betaling vir die volle verskuldigde bedrag, deur die werkgewer aan die Raad voor of op 7 Desember elke jaar gestuur word, en sodanige verlofbetaling moet deur die Raad aan die werknemers voor of op die daaropvolgende 24 Desember uitgedeel word.

(5) Indien 'n werknemer se dienste beëindig word voor die datum waarop verlof kragtens subklousule (2) hiervan toegestaan word, moet verlofbetaling teen besoldiging van één gewone werkdag vir elke voltooië 30 dae diens geskied en deur die werkgewer van so 'n werknemer op die Vrydag van die week waarin die werknemer se diens beëindig word aan die Sekretaris van die Raad, Posbus 1331, Durban, vir terugbetaling aan die betrokke werknemer gestuur word.

(6) 'n Werkgewer wat sy fabriek in 'n jaar gedurende November en Desember sluit, moet aan die werknemers wat weens sodanige sluiting ontslaan is of korttyd werk, jaarlikse verlofbetaling betaal wat op die basis bereken is asof die werknemers tot die einde van daardie kalenderjaar gewerk het, en moet sodanige werknemers daarbenewens vir Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag betaal.

(7) 'n Werkgewer wat sy fabriek vir 'n tydperk tussen 15 Desember en die daaropvolgende 15de Januarie sluit met die doel om sy werknemers hul jaarlikse vakansie plus statutêre vakansie toe te staan, kan dit vir 'n tydperk van hoogstens vier weke sluit sonder om vir betaling van enige lone of lewenskostetoelae bo die bedrae wat kragtens die bepalinge van subklousules (2) en (3) hiervan ten opsigte van sodanige tydperk aan 'n werknemer verskuldig is, aanspreeklik te wees.

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

10. PROPORTION OR RATIO OF EMPLOYEES.

(1) (i) *Cutters*.—One first grade cutter shall be employed in an establishment before qualified second grade cutters may be employed. To each first or qualified second grade cutter there shall be allowed one learner cutter. Not more than 5 other cutters or learners shall be allowed to each first grade cutter.

(ii) *Male employees*, excepting those referred to in paragraphs (iii), (iv), (v), (vi), (vii), (viii) of sub-clause 4 (1).—One qualified male employee shall be employed before a male learner may be employed and the number of male learners who may be employed shall not exceed two learners to each qualified male employee.

(iii) *Female employees*, excepting those referred to in paragraphs (iii), (iv), (v), (vi) and (vii) of sub-clause 4 (1).—One qualified female employee shall be employed before a female learner may be employed, and the number of female learners who may be employed shall not exceed three learners to each qualified female employee.

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

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

11. HOLIDAY LEAVE.

(1) Good Friday, Easter Monday, the Day of the Covenant, Christmas Day, Boxing Day and New Year's Day shall be paid holidays and, subject to sub-clause (2) hereof, payment for such days shall be made not later than the first pay day succeeding such day. All employees shall be entitled to leave without pay on May Day. Should any of the public holidays other than May Day referred to in this sub-clause fall on a Saturday each employee shall be paid in respect of each such day the wage he would be entitled to for a normal working day.

(2) Every employer, shall, each year during which this Agreement is in operation, subject to the provisions of sub-clause 9 of this clause, between the 15th December and the 15th January ensuing, grant to each of his employees, whether employed on piece-work or on time work, who has been in his employ for a continuous period of not less than twelve months prior to the date of granting leave, not less than three consecutive weeks holiday leave which shall include twelve ordinary working days at full wages plus cost of living allowance and Christmas Day, Boxing Day and New Year's Day as paid public holidays: Provided that—

(a) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment or is undergoing peace training under the South Africa Defence Act, 1912 (Act No. 13 of 1912).

(b) When the Day of the Covenant falls within the period of holiday leave it shall be added to the said period as a further period of leave of absence on full pay.

(3) An employer shall pay to an employee who at the date of granting leave as referred to in sub-clause (2) has not completed twelve months' continuous employment with him, leave pay at the rate of one normal working day's pay for each completed period of 30 days' service (plus payment in respect of Christmas Day, Boxing Day and New Year's Day and payment in respect of the Day of the Covenant where it falls within the period of leave).

(4) A list of the employees who are to be paid leave pay as provided in sub-clauses (2) and (3) hereof, showing name, rate of pay, period of employment for which leave pay is due and amount of leave pay due to each such employee shall be forwarded by each employer, together with a remittance for the total amount due, to the Council not later than the 7th December of each year and such leave pay shall be distributed by the Council to the employees concerned not later than the 24th December following.

(5) Should an employee's services be terminated before the date on which leave is to be granted in terms of sub-clause (2) hereof, leave pay at the rate of one normal working day's pay for each completed 30 days of service shall become due and shall be forwarded by the employer of such employee on the Friday of the week during which the employee's services are terminated to the Secretary of the Council, P.O. Box 1331, Durban, for disbursement to the employee concerned.

(6) An employer who closes his factory in any year during November and December shall pay to those employees who have been discharged or put on short-time through such closure, annual holiday pay computed on the basis as though the employee had worked to the end of that calendar year, and, in addition, shall pay such employees for the Day of the Covenant, Christmas Day, Boxing Day and New Year's Day.

(7) An employer who closes his factory for any period between the 15th December and 15th January ensuing in order to grant his employees their annual holidays plus statutory holidays may close for a period not exceeding four weeks without being liable for the payment to any employee of any wages and or cost of living allowance in excess of the amounts due in terms of sub-clauses (2) and (3) hereof, in respect of such period.

(8) Enige tydperk wanneer 'n werknemer—

- (a) ingevolge hierdie klousule met verlof is; of
- (b) ingevolge die Zuid Afrika Verdedigings Wet, 1912, vredesopleiding geniet; of
- (c) in opdrag of op versoek van die werkgever van die werk afwesig is; of
- (d) weens siekte van werk afwesig is;

moet vir die toepassing van subklousules (1), (2) en (3) as diens beskou word; met dien verstande dat—

- (i) die bepalings van paragraaf (d) nie van toepassing is nie ten opsigte van enige afwesigheidstydperk van meer as drie opeenvolgende dae weens siekte, as die werknemer, behalwe 'n werknemer genoem in subparagraaf (ii), in gebreke bly om, nadat die werkgever om 'n sertifikaat gevra het, dit by die werkgever in te dien, d.w.s. 'n sertifikaat van 'n geneesheer van die siektetrandfonds wat aangestel is ingevolge klousule 26, dat hy weens siekte belet is om sy werk te doen, of ten opsigte van daardie gedeelte van enige totale afwesigheidstydperk gedurende twaalf maande diens wat langer as 30 dae is; met dien verstande dat kantoorbediendes, handelsreisigers of werknemers in 'n bestuurshoedanigheid sodanige sertifikaat van enige ander geneesheer kan voorlê.
 - (ii) 'n werknemer wie se werkgever ingevolge enige Wet van die Parlement verplig is om voorsiening te maak vir die versorging en behandeling van sodanige werknemer as hy siek of beseer is, nie verplig kan word om ten opsigte van enige afwesigheidstydperk genoem in subparagraaf (i) 'n sertifikaat van 'n geneesheer in te dien nie.
- (9) 'n Werkgever kan met sy werknemers wat £50 of meer per maand ontvang, kantoorbediendes, handelsreisigers, voertuigbestuurders of deeltydse voertuigbestuurders, voormanne, werktuigkundiges, bewaarders, nagwagte of werknemers wat uitsluitlik persele skoonmaak of goedere of boodskappe aflewer, onderlinge reëlings tref om hul jaarlikse verlof op 'n ander tyd as tussen 15 Desember en die daaropvolgende 15de Januarie te neem; met dien verstande dat sodanige verlof binne twee maande na voltooiing van die jaar diens waarop dit betrekking het, geneem moet word.
- (10) Verlofbetaling kan deur die Raad in belang van werknemers bewaar word vir 'n tydperk van ses maande vanaf die datum waarop 'n werknemer daarop geregtig word of tot aan die end van 'n kalenderjaar—watter een ook al die jongste is, en indien dit onopgeëis is binne genoemde tydperk, moet sodanige verlofbetaling in die algemene fondse van die Raad gestort word; met dien verstande dat 'n werknemer by die Raad aansoek kan doen om teruggawe van sy verlofbetaling na verstryking van so 'n tydperk en sodanige aansoek moet daarna deur die Raad volgens meriete behandel word.
- (11) Alle besoldiging vir verlof of openbare vakansiedae waarop 'n werknemer geregtig is kragtens subklousules 1 tot 10 van hierdie klousule, moet geskied teen die loonskaal plus die lewenskostetoelae waarop sodanige werknemer ingevolge klousule 4 van hierdie Ooreenkoms geregtig is.

12. PREMIES.

Vir opleiding van 'n werknemer mag geen premie deur 'n werkgever gevra of aangeneem word nie.

13. REGISTRASIE VAN WERKGEWERS.

Elke werkgever wat dit nie reeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke sodanige persoon wat na daardie datum in die nywerheid kom, moet binne een maand nadat hy met sy werksaamhede begin het aan die Sekretaris van die Raad, Posbus 1331, Durban, die volgende besonderhede op skrif en deur die werkgever onderteken, stuur:—

- (a) Die handelsnaam en besigheidsadres van die inrigting;
 - (b) die naam voluit en woonadres van al die vennote en/of direkteure;
 - (c) die naam voluit en woonadres van die verantwoordelike bestuur;
 - (d) afdeling of afdelings van die nywerheid wat in die inrigting uitgeoefen word;
 - (e) datum waarop die werksaamheid begin.
- (2) Skriftelike kennisgewing van enige verandering ten opsigte van enige besonderhede soos ingevolge subklousule (1) van hierdie klousule verskaf, moet deur elke werkgever aan die Raad gestuur word, en so 'n kennisgewing moet binne 14 dae na sodanige verandering gegee word.

14. INDIENSNEMING EN BEÏNDIGING VAN DIENS.

- (1) 'n Werkgever mag geen persoon toelaat om in sy inrigting met werk te begin voordat so 'n persoon 'n dienssertifikaat getoon het wat deur die Raad uitgereik is (in die vorm van Aanhangsel A by hierdie Ooreenkoms) met besonderhede i.v.m. ondervinding, indien enige, waaroor die persoon beskik, en so 'n dienssertifikaat moet deur die Raad op versoek uitgereik word en as korrek deur die betrokke persoon gesertifiseer word.
- (2) Die dienssertifikaat moet deur die werkgever bewaar word tot die beëindiging van die werknemer se diens by hom en daarna moet hy op die sertifikaat die datum van diensbeëindiging, sy beroep en loonskaal by die diensbeëindiging daarop aanbring en aan die werknemer terug besorg nadat dit deur die werkgever onderteken is.

(8) Any period during which an employee—

- (a) is on leave in terms of this section; or
- (b) undergoes peace training under the South Africa Defence Act, 1912; or
- (c) is absent from work on the instructions or at the request of the employer; or
- (d) is absent from work owing to illness;

shall be deemed to be employment for the purpose of sub-clauses (1), (2) and (3); provided that—

- (i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee, not being an employee referred to in sub-paragraph (ii) fails, after a request for such certificate by the employer to submit to the employer a certificate issued by a sick fund medical officer appointed in terms of section 26 that he was prevented by illness from doing his work or in respect of that portion of any total period of absence during any twelve months' employment which is in excess of 30 days; provided that office employees, travellers or employees, engaged in a managerial capacity may produce such certificate from any practitioner;
- (ii) an employee whose employer is required in terms of any Act of Parliament to provide for the care and treatment of such employee when sick or injured, shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in sub-paragraph (i).

(9) An employer may make mutual arrangements with his employees in receipt of £50 per month or more, office employees, travellers, drivers or part-time drivers of vehicles, foreman, mechanics, caretakers, night-watchman, or employees solely engaged in cleaning premises or in the delivery of goods or messages, to take their annual holiday at a period other than between the 15th December and the 15th January ensuing; provided that such leave shall be granted within two months of the completion of the year of employment to which it relates.

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

(11) All payments for leave or public holidays to which an employee is entitled under sub-clauses (1) to (10) of this clause shall be made at the rate of wage plus cost of living allowance to which such employee is entitled in terms of clause 4 of this Agreement.

12. PREMIUMS.

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

13. REGISTRATION OF EMPLOYERS.

(1) Every employer who has not already done so in pursuance of a previous Agreement shall, within one month from the date on which this Agreement comes into operation, and every such person entering the Industry after the date, shall within one month of commencing operations by him, forward to the Secretary of the Council, Box 1331, Durban, the following particulars which shall be in writing and signed by him:—

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

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

14. ENGAGEMENTS AND TERMINATIONS OF EMPLOYMENT.

(1) An employer shall not allow any person to commence work in his establishment until such person has produced a record of service card issued by the Council (which shall be in the form of Annexure A to this Agreement) specifying the experience, if any, the person has had; and such record of service card, shall be issued by the Council on request and shall be certified as correct by the person concerned.

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

(3) Op die Vrydag van die week waarin 'n werknemer se dienste beëindig is, moet die werkgewer aan die Raad 'n verslag stuur i.v.m. die diensbeëindiging (in die vorm van Aanhangsel B van hierdie Ooreenkoms) tesame met alle verlofbetalings aan die werknemer verskuldig kragtens die bepalings van klousule 11 (2) van hierdie Ooreenkoms.

(4) Die Raad is gemagtig om 'n dienssertifikaat in te trek wat blyk dat dit na uitreiking onjuiste inligting bevat. Die Raad moet, nadat die juiste inligting verstrek is, 'n nuwe sertifikaat in plaas daarvan uitreik.

15. DIENSBEËINDIGING.

(1) 'n Werkgewer of sy werknemer moet minstens een week skriftelik kennis gee met ingang van die werknemer se gewone betaaldag, van sy voorneme om die dienskontrak te beëindig deur in plaas van kennisgewing die werknemer 'n bedrag te betaal wat gelyk is aan minstens een week se loon; met dien verstande dat dit nie inbreuk maak op—

- die reg van 'n werknemer of werkgewer om weens enige gegronde rede wat wetlik as voldoende erken word, die dienskontrak sonder kennisgewing te beëindig nie;
- 'n werknemer wat maandeliks betaal word op wie twee weke kennisgewing vir altwee partye van toepassing is nie;
- 'n ooreenkoms tussen 'n werkgewer en werknemer wat voorsiening maak vir 'n tydperk van kennisgewing wat langer is as een week en in hierdie geval moet loon in plaas van kennisgewing dienooreenkomstig verhoog word; met dien verstande egter dat 'n werknemer wat gedurende 'n week op las van die werkgewer korttyd werk, nie verplig kan word om gedurende sodanige week kennis te gee ten einde sy dienskontrak te beëindig nie;
- verbeurings of boetes wat wetlik ten opsigte van 'n werknemer wat van sy werk af wegloop, toegepas kan word nie.

(2) Geen werkgewer kan 'n werknemer ontslaan weens die werknemer se afwesigheid van sy werk as gevolg van siekte nie, as die werkgewer binne drie dae na aanvang van die siekte in kennis gestel is en sodanige kennisgewing vergesel is van 'n sertifikaat uitgereik deur 'n geneesheer van die siektebystandfonds wat benoem is kragtens klousule 26; met dien verstande dat die tydperk van afwesigheid nie ses weke te bowe mag gaan nie.

(3) Hierdie klousule is nie op 'n werknemer wat vir 'n proeftydperk van hoogstens twee weke in diens geneem is van toepassing nie.

16. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enige bepaling van hierdie Ooreenkoms aan 'n persoon of ten opsigte van 'n persoon om 'n goeie en afdoende rede verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor die vrystelling van krag is; met dien verstande dat die Raad na goeie dunde en na een week skriftelike kennisgewing aan die betrokke persoon 'n vrystellingsertifikaat kan herroep of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge die bepalings van hierdie klousule verleen is, 'n sertifikaat, deur hom onderteken, uitreik met vermelding van—

- die naam van die betrokke persoon voluit;
- die bepalings van die Ooreenkoms waarvoor vrystelling aan hom verleen is;
- die voorwaardes wat ooreenkomstig die bepalings van subklousule (2) van hierdie klousule vasgestel is, waaraan sodanige vrystelling onderworpe is; en
- die tydperk waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- alle lisensies wat uitgereik word in volgorde nommer;
- 'n afskrif van elke lisensie wat uitgereik word, behou;
- waar vrystelling aan 'n werknemer verleen word, 'n afskrif van die lisensie aan die betrokke werkgewer stuur; en
- 'n afskrif van elke lisensie wat uitgereik word aan die Afdelingsinspekteur van Arbeid, Posbus 940, Durban, stuur.

(5) Elke werkgewer en werknemer moet die bepalings van enige vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik is, nakom.

17. PERSONE ONDER DIE OUDERDOM VAN 15 JAAR.

Geen werkgewer mag 'n persoon onder die ouderdom van 15 jaar in diens hê nie.

18. RAADSFONDS.

Die Raadsfonds is onder die kuratorkap en die beheer van die Raad en word op die volgende wyse opgebou:—

Elke werkgewer moet weekliks twee pennies van die verdienste van elkeen van sy werknemers aftrek, behalwe kantoorwerkers, handelsreisigers en werknemers in 'n bestuurs-hoedanigheid, vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word. Die totale bedrag wat aldus afgetrek word moet saam met 'n gelyke bedrag wat deur die werkgewer bygedra moet word en vergesel van 'n lys met gedetailleerde besonderhede van die bydraes opgestuur word sodat dit die Sekretaris van die Raad, Posbus 1331, Durban, uiters op die tiende dag na die einde van elke kalendermaand bereik.

(3) On the Friday of the week during which an employee's services are terminated the employer shall forward to the Council a report of termination of service (which shall be in the form of Annexure B to this Agreement) together with any holiday pay due to the employee in terms of clause 11 (2) of this Agreement.

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

15. TERMINATION OF SERVICE.

(1) An employer or his employee shall give not less than one week's notice in writing, commencing on the employee's ordinary pay day, of his intention to terminate the contract of employment, or an employer may terminate the contract of employment by paying to the employee an amount equal to not less than one week's wages in lieu of notice, provided that this shall not affect—

- the right of an employee or employer to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- a monthly paid employee to whom two weeks' notice on either side shall apply;
- any agreement between an employer and employee which provides for a period of notice longer than one week, in which event wages in lieu of notice shall be correspondingly increased, provided, however, that an employee who is working short time in any week on the instruction of the employer shall not in such week be required to give notice to terminate his contract of service.
- the operation of any forfeitures or penalties which, by law, may be applicable in respect of desertion by an employee.

(2) No employer shall dismiss any employee by reason of such employee's absence from work through illness if, within three days of commencement of such illness, the employer has been notified of such illness, and a certificate issued by a sick fund medical officer appointed in terms of section 26 has been lodged with the employer; provided that the period of absence shall not exceed six weeks.

(3) This section shall not apply to an employee who is engaged on trial for a period not exceeding two weeks.

16. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of sub-section (1) of this section the conditions subject to which such exemption is granted, and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence or exemption whether or not the period for which exemption was granted, has expired.

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

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

(4) The Secretary of the Council shall—

- number consecutively all licences issued; and
- retain a copy of each licence issued; and
- where exemption is granted to an employee, forward a copy of the licence to the employer concerned;
- a copy of each licence issued shall be forwarded to the Divisional Inspector of Labour, P.O. Box 940, Durban.

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

17. PERSONS UNDER THE AGE OF 15 YEARS.

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

18. 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 deduct twopence per week from the earnings of each of his employees, other than office employees, travellers and employees engaged in a managerial capacity, for whom minimum wages are prescribed in this Agreement. The total amount so deducted, together with an equal amount which shall be contributed by the employer, shall be forwarded together with a list detailing particulars of contributions, so as to reach the Secretary of the Council, P.O. Box 1331, Durban, not later than ten days after the end of each calendar month.

19. INDIENSNEEMING VAN LEDE VAN VAKVERENIGINGS.

(1) Geen lid van die werkgewersorganisasie mag 'n werknemer wat nie 'n lid van die vakvereniging is nie vir meer as twee weke in diens neem; met dien verstande dat hierdie subklousule nie van toepassing is nie wanneer lidmaatskap van die vakvereniging na die mening van die Raad sonder 'n goeie en afdoende rede geweier is en die applikant die Raad van sodanige weiering binne dertig dae in kennis gestel het.

(2) Die bewys van lidmaatskap van die vakvereniging is die vertoning van 'n lidmaatskapkaart wat deur en met die magtiging van die vereniging uitgereik is.

(3) Elke werkgewer moet kragtens hierdie Ooreenkoms die bedrag van die weeklikse ledegeld wat deur die werknemers aan die vakvereniging betaalbaar is van die weekloon van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is en wat lid van die vakvereniging is, aftrek, en die bedrag wat aldus afgetrek is maandeliks en voor of op die tiende van elke maand saam met 'n lys van die name van die werknemers en die bedrae aan die Sekretaris van die Raad stuur, wat dit daarna aan die Sekretaris van die vakvereniging moet stuur.

(4) Hierdie klousule is nie op kantoorwerkers, handelsreisigers en werknemers in 'n bestuurshoedanigheid van toepassing nie.

(5) Die bepalings van hierdie klousule is nie vir die eerste jaar na die datum van 'n immigrant se binnekoms in die Unie van Suid-Afrika op hom van toepassing nie; met dien verstande dat wanneer die immigrant te eniger tyd na die eerste drie maande van die begin van sy diens in die nywerheid geweier het om op versoek van die vakvereniging lid daarvan te word, die bepalings van hierdie klousule onmiddellik van toepassing word; voorts met dien verstande dat hierdie klousule nie van toepassing is op 'n werknemer wat, na die mening van die Minister, 'n gegronde rede het waarom hy weier om lid van hierdie vereniging te word of te bly nie.

20. ORGANISASIE VAN WERKNEMERS.

(1) Elke werkgewer moet 'n persoon of persone aan wie magtiging deur die vakvereniging en die Raad skriftelik verleen is, toelaat om van tyd tot tyd sy inrigting gedurende die etenspouse binne te gaan met die doel om—

- (a) aangeleenthede van die vakvereniging met werknemers te bespreek;
- (b) nuwe lede te werf;
- (c) kennisgewings van die vakvereniging op te plak en versprei.

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

21. AGENTE.

(1) Die Raad moet een of meer bepaalde persone aanstel as agente om met die toepassing van die bepalings van hierdie Ooreenkoms te help.

Die agent het die reg om—

- (a) 'n perseel of plek waar die klerasiennywerheid uitgeoefen word binne te gaan, te inspekteer en te ondersoek op enige tyd wanneer hy rede het om te veronderstel dat iemand daarin in diens is;
- (b) elke werkgewer wat hy op of by die perseel of plek aantref, na goedgee, alleen of in teenwoordigheid van 'n ander persoon mondelings te ondervra met betrekking tot sake aangaande hierdie Ooreenkoms en hom te verplig om die vrae wat gestel word te beantwoord;
- (c) te eis dat enige kennisgewing, boek, lys of dokument wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, getoon word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak;
- (d) te eis dat alle aantekeninge van tyd wat gewerk is, betaalliste, boeke of dokumente waarin verslag gehou word van die tyd waarin werk verrig is of van die weeklike lone of skale, hetsy vir stukwerk of andersins, betaal is aan enige werknemer wie se lone in hierdie Ooreenkoms bepaal is, getoon word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak;

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

(3) Elke werkgewer en werknemer vir wie die bepalings van hierdie Ooreenkoms bindend is, moet die agent al bogenoemde fasiliteite verleen.

22. VERTOON VAN OOREENKOMS.

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

23. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is die liggaam wat vir die administrasie van die Ooreenkoms verantwoordelik is en kan vir die leiding van die werkgewers en werknemers menings opper wat nie met die bepalings daarvan strydig is nie.

24. VERTEENWOORDIGERS VAN VAKVERENIGINGS OP DIE RAAD.

Elke werkgewer moet aan elkeen van sy werknemers wat 'n verteenwoordiger op die Raad is alle redelike fasiliteite verleen om sy pligte in verband met die werk van die Raad na te kom.

25. WERKFENDE EIENAARS EN/OF WERKENDE VENNOTE.

Werkende eienaars en/of werkende vennote wat vervaardigings-werksaamhede in die klerasiennywerheid verrig, moet die werkregse bepaal in klousule 8 van hierdie Ooreenkoms nakom.

19. EMPLOYMENT OF TRADE UNION LABOUR.

(1) No member of the employers' organization shall give employment for a period longer than two weeks to any employee who is not a member of the trade union; provided that this sub-section shall not apply where, in the opinion of the Council, membership of the union has been refused without good and sufficient cause, and the applicant has reported such refusal to the Council within thirty days.

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

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

(4) This section shall not apply to office employees, travellers or employees engaged in a managerial capacity.

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

Provided further that this clause shall not apply where an employee, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the trade union.

20. ORGANIZATION OF EMPLOYEES.

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

- (a) interviewing employees on trade union matters;
- (b) enrolling new members;
- (c) posting and distributing notices issued by the trade union.

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

21. AGENTS.

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

- (a) enter, inspect and examine any premises or place in which the Clothing Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
- (b) orally examine either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place, and require such employees to answer the questions put;
- (c) require the production by an employer of any notice, book, list, or document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same;
- (d) require the production of, inspect, examine and copy all records of time worked; pay-sheets, books or documents, wherein an account is kept of time worked or actual wages, or rates whether by piece or not, paid to any employee, whose wages are fixed by this Agreement.

(2) The agent when entering, inspecting or examining any such place, may take within an interpreter.

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

22. EXHIBITION OF AGREEMENT.

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

23. ADMINISTRATION OF AGREEMENT.

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

24. TRADE UNION'S REPRESENTATIVES OF THE COUNCIL.

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

25. WORKING PROPRIETORS, AND/OR WORKING PARTNERS.

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

26. SIEKTEBYSTANDSFONDS.

(1) Die fonds word in stand gehou uit heffings kragtens die bepalings van subklousule (3) hiervan.

(2) Binne twee weke na die indiensneming van 'n werknemer by die nywerheid, moet hy hom met die oog op 'n mediese ondersoek by een van die fonds se dokters aanmeld en die vorm voltooi soos aangetoon in Aanhangsel C hiervan met vermelding van sy gesondheidstoestand in die verlede. Die bestuurskomitee, genoem in subklousule 6 (a) kan daarna weier om aan so 'n werknemer die bystand te verleen vir ongesteldheid wat te wyte is aan 'n kroniese kwaal; met dien verstande dat 'n werknemer by die Raad in hoër beroep kan gaan, wie se uitspraak i.v.m. so 'n uitsluiting beslissend is.

(3) 'n Werkgewer moet weekliks van die loon van elke werknemer vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en wat gedurende 'n week gewerk het, afgesien van die tyd wat gewerk is, die volgende aftrek:—

	Per week.
	s. d.
(i) In die geval van 'n werknemer wie se basiese loonskaal hoogstens £1. 10s. is.....	0 3
(ii) In die geval van 'n werknemer wie se basiese loonskaal meer as £1. 10s., maar minder as £3. 10s. per week is.....	0 6
(iii) In die geval van 'n werknemer wie se basiese loonskaal meer as £3. 10s. is.....	0 9

(4) By die totale bedrag wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maandeliks opstuur sodat dit die Sekretaris van die fonds, Posbus 1331, Durban, voor of op die tiende dag na beëindiging van elke kalendermaand bereik, saam met 'n lys wat die name van die werknemers en die bedrae bevat.

(5) Die fonds stel hom ten doel om gedurende tydperke van siekte mediese bystand, medisyne en siektebetaling aan werknemers te voorsien.

(6) (a) Die fonds moet beheer word deur 'n bestuurskomitee wat bestaan uit een verteenwoordiger elk van die werkgewers en werknemers, deur die Raad benoem, en hulle kan regulasies opstel wat nie met die bepalings van hierdie klousule strydig is nie.

(b) Alle besluite van die bestuurskomitee is aan die goedkeuring van die Raad onderworpe.

(7) Vir die doel van bystand beteken siekte 'n ongesteldheid, kwaal of siekte met inbegrip van bevalling van vroue wat nie vir die bevallingstoelae kragtens die Wet op Fabricke, Masjinerie en Bouwerk, 1941, in aanmerking kom nie, maar nie geslagsiektes en 'n ongesteldheid, kwaal of siekte nie wat—

- aan wangedrag of buitensporige gebruik van drank of bedwelmende middels toegeskryf kan word; en
- 'n ongeval, ongesteldheid of siekte waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, betaalbaar is.

(8) Bbetaling van bystand is onderworpe aan die vertoon van 'n mediese sertifikaat wat deur een van die Siektebystandfonds se geneesheer onderteken is, en die bestuurskomitee het die reg om die persoon, wat op bystand aanspraak maak, te verplig om hom deur die fonds se geneesheer te laat ondersoek as die komitee dit gelas.

(9) 'n Werknemer wat vir 13 weke tot die fonds bygedra het, is behoudens die bepalings van klousules (7) en (8) hiervan geregtig tot die volgende bystand gedurende die geldigheid van hierdie Ooreenkoms; met dien verstande dat die kredietsaldo van die fonds minstens £100 is—

- vrye mediese behandeling (behalwe chirurgiese behandeling, bevallingsgevalle en geslagsiektes) deur 'n geneesheer(here) wat deur die bestuurskomitee aangestel is;
- vrye medisyne volgens 'n preskripsie van die fonds se geneesheer(here); met dien verstande dat die preskripsie berei word deur 'n apteker (aptekers) wat deur die bestuurskomitee aangestel is, of deur die kliniek van die Siektebystandfonds;
- siektebetaling na vyf dae afwesigheid van werk weens siekte, op die volgende basis:—

	Per week.
	£ s. d.
(i) Bydraes ingevolge klousule (3) (i) van hierdie klousule.....	0 12 6
(ii) Bydraes ingevolge klousule (3) (ii) van hierdie klousule.....	1 5 0
(iii) Bydraes ingevolge klousule (3) (iii) van hierdie klousule.....	1 17 6

vir die duur van die siekte, maar nie vir meer as agt weeklikse betalings nie; met dien verstande dat as 'n werknemer weens siekte nie in staat is om vir langer as agt weke te werk nie, verdere bystand na die goeddunke van die bestuurskomitee verleen kan word met behoorlike inagneming van die persoonlike omstandighede van die bydraer of sy afhanklikes, en dat sodanige verdere bystand nie hoër as die onderskeie weeklikse bedrae vir elke klas is nie;

- bystand is nie kumulatief nie en geen bydraer kan in 'n kringloop van een jaar, bereken van die datum af waarop die bydraer sy bydraes aan die fonds begin, vir 'n langer tydperk as wat in hierdie klousule voorgeskryf word, bystand betaal word nie.

26. SICK BENEFIT FUND.

(1) The fund shall be maintained from levies in terms of sub-clause (3) hereof.

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

(3) An employer shall deduct each week from the wages of each employee for whom minimum wages are prescribed in this Agreement, and who has worked during any week irrespective of the time so worked.

	Per Week.
	s. d.
(i) In the case of an employee whose basic wage rate do not exceed £1. 10s. 0d. per week.....	0 3
(ii) In the case of an employee whose basic wage rates are over £1. 10s. 0d. per week.....	0 6
(iii) In the case of an employee whose basic wage rates exceed £3. 10s. 0d. per week.....	0 9

(4) To the aggregate amount so deducted, the employer shall add a like amount and forward month by month so as to reach the Secretary of the Fund, P.O. Box 1331, Durban, not later than ten days after the end of each calendar month, the total sum together with a list showing the names of the employees and the amounts.

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

(6) (a) The fund shall be administered by a Management Committee consisting of one representative each from the employers and employees appointed by the Council, who may make regulations not inconsistent with the provisions of this clause.

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

(7) For the purpose of benefits, sickness shall mean any illness, affliction or disease including confinement of females who are not eligible for confinement allowance in terms of the Factory, Machinery and Building Work Act, 1941, but excluding venereal disease and illness, affliction or disease which is—

- attributable to misconduct or excessive indulgence in intoxicating liquors or drugs; and
- any accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941.

(8) Payment of benefits shall be subject to the production of a medical certificate signed by one of the sick fund's medical officers, the management committee to have the right to require the claimant for benefits to submit himself to such of the fund's medical officers as it may direct.

(9) An employee who has contributed to the fund for 13 weeks shall, subject to the provisions of clauses (7) and (8) hereof, be entitled to the following benefits during the currency of this Agreement; provided that the amount standing to the credit of the fund is not less than £100:—

- Free medical attention (excluding surgical treatment, maternity cases and venereal diseases) by medical officer(s) appointed by the management committee;
- free medicine when prescribed by the fund's medical officer(s); provided that such are made up by a chemist(s) specified by the management committee; or the Sick Fund Clinic;
- sick pay after five days' absence from work through illness, on the following basis:—

	Per Week.
	£ s. d.
(i) Contributors under clause (3) (i) of this clause..	0 12 6
(ii) Contributors under clause (3) (ii) of this clause..	1 5 0
(iii) Contributors under clause (3) (iii) of this clause..	1 17 6

for the period of his illness, but not exceeding eight weekly payments: Provided that when a contributor is unable to work on account of illness for a period of more than eight weeks, further benefits may be paid at the discretion of the management committee, due regard being given to the individual circumstances of the contributor or his dependants, such additional benefits not to exceed in any one week the respective weekly amounts of each class;

- benefits shall not be cumulative and no contributor shall in any cycle of one year, calculated from the date on which such contributor commenced contributing to the fund, be paid benefits for a longer period than that prescribed in this section.

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

(b) Surplusgeld in hierdie fonds kan by 'n goedgekeurde bougenootskap op deposito geplaas of in Unie-leningstifikate belê word op voorwaarde dat genoeg kontant in so 'n vorm beskikbaar gehou word dat die bestuurskomitee in staat kan wees om, wanneer dit vereis word, sy aanspreeklikheid onmiddellik na te kom.

(11) Alle betalings uit die fonds moet per tjek gedoen word, wat op die fonds se rekening getrek word. Al die tjeks moet deur 'n gemagtigde lid van die bestuurskomitee geteken en deur die Sekretaris van die Raad mede-onderteken word.

(12) 'n Ouditeur of ouditeurs wat deur die Raad aangestel moet word en wie se honorarium deur die Raad vasgestel word, moet die rekenings van die fonds jaarliks ouditeer, en nie later nie as 31 Januarie van elke jaar 'n staat opstel wat die volgende aantoon:—

- (a) Alle gelde wat ontvang is—
 - (i) ingevolge subklousule (3) hiervan; en
 - (ii) uit ander bronne.
- (b) uitgawes wat onder alle hoofde gedoen is gedurende die twaalf maande wat die voorafgaande 31 Desember geëindig het, saam met 'n balansstaat wat die bate en laste van die fonds aantoon.

Die ouditeur se staat en balansstaat moet daarna vir insae in die Raad se hoofkantoor lê en 'n afskrif daarvan moet aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(13) Ingeval hierdie Ooreenkoms deur verloop van tyd of weens 'n ander oorsaak verstryk, moet die bestuurskomitee aanhou om die fonds te beheer totdat dit of gelikwider of deur die Raad oorgedra is aan 'n ander fonds wat gestig word vir dieselfde doel as dié waarvoor die oorspronklike fonds gestig is.

(14) Ingeval die Raad ontbind of ophou met werk gedurende die tydperk waarin hierdie Ooreenkoms van krag is ingevolge klousule 24 (2) van die Wet, moet die bestuurskomitee die fonds verder administreer en die lede van die komitee wat op die datum dien waarop die Raad ophou met werk of ontbind word, moet vir sodanige doeleindes as lede daarvan beskou word; met dien verstande, egter, dat enige vakature wat op die komitee ontstaan deur die Minister ge vul word deur werkgewers, of na gelang van die geval deur werknemers in die nywerheid, ten einde van 'n gelyke aantal werkgewers- en werknemersverteenvoorders en van plaasvervangers in die lidmaatskap van die komitee verseker te wees. Ingeval die komitee nie in staat is nie of onwilling is om sy pligte te vervul of wanneer staking van stemme op die komitee ontstaan wat die beheer van die fonds na die mening van die Minister ondoenlik of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die komitee se pligte na te kom, wat vir sodanige doeleindes alle bevoegdhede van die komitee moet besit. By verstryking van hierdie Ooreenkoms moet die fonds deur die komitee of na gelang van die geval, deur die kuratore gelikwider word op die wyse in subklousule (15) van hierdie klousule uiteengesit, en wanneer die Raad se sake by verstryking bereidder en sy bates verdeel is, moet die balans van hierdie fonds verdeel word soos voorgeskryf in klousule 34 (4) van die Wet, asof dit deel van die algemene fonds van die Raad vorm.

(15) By likwidasië van die fonds ooreenkomstig subklousule (13) van hierdie klousule, moet die gelde wat tot krediet van die fonds oorskiet na betaling van alle eise teen die fonds, met inbegrip van administratiewe en likwidasiëkoste, aan die fonds van die Raad betaal word.

(16) Alle administratiewe koste, bank- en ouditeerkoste is 'n las teen die fonds.

(17) Hierdie klousule is nie op kantoorwerkers, handelsreisigers of werknemers in 'n bestuurshoedanigheid van toepassing nie.

27. VERSEKERING VAN LONE IN DIE GEVAL VAN BRAND.

Elke werkgewer moet by 'n geregistreerde versekeringsmaatskappy 'n versekeringspolis aangaan wat voorsiening maak vir die betaling van 'n bedrag wat gelyk is aan twee weke se loon aan alle werkers wat sonder werk is weens brand; met dien verstande dat as die staking van werk vir 'n tydperk van minder as twee weke is, 'n betaling *pro rata* gedoen kan word.

28. SNY, MAAK EN OPMAAK.

- (1) Vir die doel van hierdie klousule beteken—
 - (a) „kledingstuk” of „kledingstukke”, alle klerasie-artikels soos bepaal in klousule 3, „klerasiennywerheid of nywerheid”;
 - (b) „opmaak”, vir die doel van hierdie klousule dat dit beskou word om slegs sny, maak en opmaak, sny en maak, of maak en opmaak, of sny en opmaak in te sluit;
 - (c) „prinsipaal” of „aannemer”, elke persoon wat werk op kontrak aan 'n vervaardiger uitbestee;
 - (d) „vervaardiger”, 'n persoon aan wie werk op kontrak uitbestee word deur 'n prinsipaal of aannemer.
- (2) Indien 'n „prinsipaal” of „aannemer” werk uitbestee of uitgee vir die doel van hierdie klousule, moet hy sodanige register daarop nahou wat te alle tye met juistheid onderstaande aantoon:—

- (a) Die naam voluit en adres van die persoon aan wie hy werk uitbestee of gegee het, en die ligging van die plek waar die werk verrig word.
- (b) die omvang en beskrywing van die werk wat so 'n persoon uitbestee of uitgee;
- (c) die aard en bedrag wat aan sodanige persoon vir sulke werk betaal moet word en betaal is.

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

(b) Surplus money in this fund may be placed on deposit with an approved building society, or may be vested in Union Loan Certificates, provided sufficient money is kept in such liquid form as will enable the management committee to meet its liabilities immediately it is called upon to do so.

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

(12) An auditor or auditors, who shall be appointed by the Council, and whose remuneration shall be decided by the Council, shall audit the accounts of the funds annually, and, not later than the 31st January in each year, prepare a statement showing:—

- (a) all moneys received—
 - (i) in terms of sub-clause (3) hereof; and
 - (ii) from any other sources;
- (b) expenditure incurred under all headings for the twelve months ended 31st December preceding, together with a balance sheet showing the assets and liabilities of the fund.

The auditors' statement and balance sheet shall thereafter lie for inspection at the head office of the Council and a copy thereof be transmitted to the Secretary for Labour, Pretoria.

(13) 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.

(14) 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-clause (15) of this clause, 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.

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

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

(17) This clause shall not apply to office employees, travellers or employees engaged in a managerial capacity.

27. INSURANCE OF WAGES IN THE CASE OF FIRE.

Every employer shall take out a policy of insurance with a registered insurance company, which shall provide for payment to all workers who are deprived of work through fire, for the amount of two weeks' wages, provided that if the stoppage of work be for a period of less than two weeks, a *pro rata* payment may be made.

28. CUT, MAKE AND TRIM.

(1) For the purpose of this clause of the Agreement—

- (a) „garment” or „garments” shall mean all articles of clothing as defined in clause 3, „Clothing Industry or Industry”;
- (b) „making-up” for the purpose of the section, shall be deemed to include, cutting, making, trimming and pressing, or cutting, making, and trimming only, cutting and making only, or making and trimming only, or cutting and trimming only;
- (c) „principal or contractor” shall mean any person who gives out work on contract to any manufacturer;
- (d) „manufacturer” means any person to whom work is given out on contract by a principal or contractor.

(2) Whenever a principal or contractor lets or gives out work for the purpose of this section he shall cause to be kept, such a record as will at all times show with correctness:—

- (a) The full name and address of the person to whom he gives out work, and the situation of the place where he performs the work.
- (b) The quantity and the description of the work let or given out to such person.
- (c) The nature and the amount of the remuneration to be paid and paid to such person for such work.

(3) 'n „Prinsipaal” of „aannemer” moet binne 30 dae na aflewering die „vervaardiger” ten volle uitbetaal teen loonskale van minstens die volgende:—

A.—HEMDE EN SLAAPPAKKE.

(i) HEMDE—HOËGRAADS.

Woordbepaling: „Hoëgraads” beteken 'n kledingstuk volgens 'n styl wat in hierdie klousule beskryf word en wat deur die betrokke vervaardiger volgens standaardafmetings in proporsionele mate gesny word, heeltemal met tussenvoering, en van die allerbeste maaksel.

	Per dosyn. s. d.	In sy. s. d.
Tuniek, omslaanmoue, oordekte boordjieknoopsgate, dubbel mansjette, dubbel skouerstukke, twee boordjies.....	60 0	64 0
Tuniek, insetel in mou, oordekte boordjieknoopsgat, dubbel mansjette, dubbel skouerstuk, twee boordjies.....	56 0	60 0
Tuniek, insetel in mou, sigbare boordjieknoopsgat, dubbel mansjette, dubbel skouerstuk, twee boordjies.....	52 0	55 0
Tuniek, insetel in mou, boordjieknoopsgat, enkel mansjette, dubbel skouerstuk, twee boordjies.....	50 0	53 0
Oopnek, dubbel skouerstuk, dubbel mansjette.....	55 0	58 0
Oopnek, dubbel skouerstuk, enkel mansjette.....	52 0	55 0
Boordjie en sak, dubbel skouerstuk, dubbel mansjette.....	52 0	55 0
Boordjie en sak, dubbel skouerstuk, enkel mansjette.....	50 0	53 0

Bogenoemde enkel op karton verpak, 1s. per dosyn ekstra.
Bogenoemde enkel in sellofaan verpak, 1s. 6d. per dosyn ekstra.

(ii) HEMDE—MIDDEL- EN LAEGRAADS.

Woordbepaling: „Middel- en laegraads” beteken 'n kledingstuk behalwe 'n hoëgraadse, of „naturellemateriaal”, en moet herken word aan die beskrywing wat in hierdie klousule vervat is.

	Per dosyn. s. d.
Tuniek, insetel in mou, sigbare boordjieknoopsgat, enkel mansjette, enkel skouerstuk, twee boordjies, heeltemal gevoer.....	48 0
Tuniek, insetel in mou, sigbare boordjieknoopsgat, enkel mansjette, enkel skouerstuk, een boordjie, heeltemal gevoer.....	43 0
Bogenoemde, slegs met kraag gevoer, min 4s. per dosyn.	
Bogenoemde met geen tussenvoerings in boordjies, voorkante of mansjette nie, min 5s. per dosyn.	
Bogenoemde enkel op karton gevou, 1s. per dosyn ekstra.	
Bogenoemde enkel in sellofaan verpak, 1s. 6d. per dosyn ekstra.	
Hemde, met insetsels, reguit of gefatsoeneerde moue, enkel gestik en heeltemal sonder voerings, sonder skouerstuk, met nekband maar sonder ska, of 'n boordjie en een sak, maar met geen beperking op die steke nie.....	13 6

Ekstras:—

Naametikette rondom gestik.....	1 3
Rugstuk.....	1 3
Enkeloplegskouerstuk.....	2 6
Tweenaaldgestikte mousgate.....	1 3
Bandboordjie.....	2 6
Ronde mansjette.....	1 9
Dubbelgestikte synate.....	1 9
Knoopvanger.....	1 9
Been- of plastiese knope.....	1 0
Dubbel skouerstuk op tweestukhemde.....	5 0
Een ekstra gewone sak.....	1 3
Twee gewone sakke met klappe.....	5 0
Twee geplooiëde sakke met klappe.....	6 3
Oopnek.....	2 6
Dubbel mansjette.....	5 0
Epaulette, ongevoer.....	5 0
Epaulette, tussengevoer.....	6 3
In dose verpak, halfdosyne.....	2 0
In sellofaan verpak.....	1 6
Op kartonne gevou, enkel.....	1 0
Gevoerde voorkante, mansjette en aangehegte boordjies.....	4 0
Los boordjies, per dosyn boordjies.....	8 0

OPMERKING.—Alle hemde wat van sy gemaak is, word as „hoëgraads” bestempel.

Bogenoemde soorte in seunsgroottes, min 10 persent van bogenoemde pryse.

(iii) HEMDE—NATURELLEMATERIAAL.

Woordbepaling: „Naturellemateriaal” beteken 'n hemp wat deurgaans enkel gestik is, met reguit mousgate, eenvoudige kraag, een opgestikte sak en lang moue, met insetel, sonder rugstuk, 12s. 6d. per dosyn.

(3) A “principal” or “contractor” shall make payment in full, to a “manufacturer” within 30 days of delivery, at rates not lower than the following:—

A.—SHIRTS AND PYJAMAS.

(i) SHIRTS (HIGH GRADE).

Definition.—“High grade” shall mean a garment of style described in this section and which is cut on standard measurements in proportionate sizes, fully interlined, and made in the best make possible by that particular manufacturer:—

	Per Dozen. s. d.	In Silk. s. d.
Tunic, gauntlet sleeve, concealed stud pockets, double cuffs, double yoke, two collars.....	60 0	64 0
Tunic, gusseted sleeve, concealed stud pocket, double cuffs, double yoke, two collars.....	56 0	60 0
Tunic, gusseted sleeve, visible stud hole, double cuffs, double yoke, two collars....	52 0	55 0
Tunic, gusseted sleeve, visible stud hole, single cuffs, double yoke, two collars....	50 0	53 0
Gladneck, double yoke, double cuffs.....	55 0	58 0
Gladneck, double yoke, single cuffs.....	52 0	55 0
Collar and pocket, double yoke, double cuffs.	52 0	55 0
Collar and pocket, double yoke, single cuffs.	50 0	53 0

The above boarded singly, 1s. per dozen extra.

The above cellophaned singly, 1s. 6d. per dozen extra.

(ii) SHIRTS—MEDIUM AND LOW GRADE.

Definition.—“Medium and low grade” shall mean a garment other than high grade or “kaffir truck”, and shall be recognised by the description as contained in this section:—

	Per Dozen. s. d.
Tunic, gusseted sleeve, visible studholes, single cuffs, single yoke, two collars, fully lined.....	48 0
Tunic, gusseted sleeve, visible studhole, single cuffs, single yoke, one collar, fully lined.....	43 0
Above with collar only interlined, less 4s. per dozen.	
Above with no interlining in collars, fronts, or cuffs, less 5s. per dozen.	
The above boarded singly, 1s. per dozen extra.	
The above cellophaned singly 1s. 6d. per dozen extra.	
Shirts with gussets, straight or shaped sleeves, single stitched and unlined throughout, and with no yoke having neck band and no pocket or having collar and one pocket with no stitch limitation.....	13 6

Extras—

Labels, stitched all round.....	1 3
Saddle.....	1 3
Single laid-on yoke.....	2 6
Posted armholes.....	1 3
Band collar.....	2 6
Round cuffs.....	1 9
Double stitched side seams.....	1 9
Button catch.....	1 9
Bone or plastic buttons.....	1 0
Double yoke on two-piece shirts.....	5 0
One extra plain pocket.....	1 3
Two plain pockets with flaps.....	5 0
Two pleated pockets with flaps.....	6 3
Gladneck.....	2 6
Double cuffs.....	5 0
Epaulettes, unlined.....	5 0
Epaulettes, interlined.....	6 3
Boxing, half-dozens.....	2 0
Cellophaned.....	1 6
Boarding, singly.....	1 0
Lined fronts, cuffs and attached collars.....	4 0
Loose collars, per dozen collars.....	8 0

NOTE.—All shirts made from silk, shall be classed as “High grade”.

The above styles in boys' sizes less 10 per cent off the above prices.

(iii) SHIRTS—“KAFFIR TRUCK”.

Definition.—“Kaffir Truck” shall mean a shirt which is single stitched throughout, with straight armholes, plain collar, one patch pocket and long sleeves, gusseted with no saddle, 12s. 6d. per dozen.

(iv) SPORTHEMDE.

Per dosyn.
s. d.

Mansportshemde, ongevoer, kort moue, belegsels na binne gedraai, geen skouerstuk, skouers gelas, deurgaans enkel gestik.....

13 3

Ekstras:—

Naametikette rondom gestik.....	1 3
Enkeloplegskouerstuk.....	2 6
Dubbel skouerstuk.....	5 0
Tweenaaldgestikte mousgate.....	1 3
Bandkrae.....	2 6
Langmou met insetsel.....	6 6
Lang omslaanmoue.....	9 0
Een sak na binne gekeer.....	1 3
Twee sakke na binne gekeer.....	2 6
Twee klappe.....	3 0
Knoopplissie by nek.....	2 0
Gevoerde krae.....	2 6
Gevoerde klappe.....	1 0
Gevoerde mansjette.....	2 0
Tweenaaldgestikte synate.....	1 9
Op kartonne gevou, enkel.....	1 0
Enkel in sellofaan verpak.....	1 6
Een dosyn, in dose verpak.....	1 0

Bogenoemde soorte in seunsgroottes, min 10 persent van bogenoemde pryse.

(v) SLAAPPAKKE.

Per dosyn.
s. d.

Polo- of oopnek met ingestikte kante, kraag en voorkante en geen knoopsgat vir gordel in broek nie.....

37 0

Ekstras, op alle slaappakke:—

In sy.....	12 0
Rugstuk.....	1 9
Naametikette.....	1 3
Kraag bo-op gestik.....	2 0
Belegsels bo-op gestik.....	6 0
Gevoerde kraag.....	2 0
Gevoerde belegsels.....	4 0
Kontrasterende kleure.....	10 0
Knoopplissies.....	15 0
Knoopsgat in broek.....	1 0
Enkel om karton gevou.....	1 0
Enkel in sellofaan toegedraai.....	1 6
'n Halfdosyn in dose gepak.....	2 0
Een dosyn in dose gepak.....	1 6

Bogenoemde soorte in seunsgroottes, min 10 persent van bogenoemde pryse.

B.—KLERASIE.

(i) BROEKE.

„Broeke, Graad A,” beteken broeke wat van enige materiaal gemaak is behalwe materiaal wat 50 persent of meer katoen bevat, en met uitsondering van natuurelmateriaal.

Per dosyn.
s. d.

Met twee reguit sysakke en een heupsak met aangesnyde gulp en knoopvanger; gebleikte of ongebleikte linne-sakke (nie verstewig nie) en lyfbandvoering.....

40 0

Ekstras:—

Gordellissies.....	3 0
Gespebandjies.....	6 0
Skuinsvoering van katoen vir lyfband (met inbegrip van tussenvoering).....	6 0
Roomkleurige of wit materiaal.....	6 0
Steek- of skuinsakke.....	6 0
Aangesnyde gulp en knoopvanger.....	6 0
Aangesnyde gulp en gevoerde knoopvanger.....	3 0
Rek in middelband.....	6 0
Verlengingsgordel met knoop.....	6 0
Verlengingsgordel met hakie en ogie.....	12 0
Een ekstra sak.....	6 0
Plooi.....	3 0
Sakke (middelgraads).....	6 0
Sakke (beste graad).....	9 0
P.O.S. onsigbare of sigsagsteek.....	4 0
Skuinsvoering van kunssy vir middelband.....	9 0
Skuinsvoering van kunssy vir middelband (volkome met rubber behandel).....	18 0
Hempvashouers in middelband.....	5 0
Handelsnaametikette.....	0 6
Rolnate aan been en rig.....	9 0
Handgewerkte dwarsstuk.....	3 0
Sakke heeltemal verstewig.....	9 0
Oopgeperste nate.....	6 0

Seuntjies- en seunsbroeke, min 10 persent van bogenoemde pryse. Op maat 20 persent by bogenoemde pryse.

„Broeke, Graad B,” beteken slegs broeke wat van materiaal gemaak is wat 50 persent of meer katoen bevat, met die uitsondering van natuurelmateriaal.

Per dosyn.
s. d.

Met twee gewone sysakke, met katoenmiddelbandvoering (sonder tussenvoering); sakke van gebleikte of ongebleikte linne; drie lyfbandlissies indien nodig; P.O.S. platgestik; twee- of eenaaldgestikte rugnate; aangeknippte gulp en knoopvanger (albei ongevoer); enkelgestikte nate; maar met geen gespebande of sakbelegsels nie.....

30 0

(iv) SPORT SHIRTS.

Per Dozen.
s. d.

Men's sports shirts, unlined, short sleeves turned in facing, no yoke, shoulders joined, single stitched throughout.....

13 3

Extras—

Labels stitched all round.....	1 3
Single laid on yoke.....	2 6
Double yoke.....	5 0
Posted armhole.....	1 3
Band, collar.....	2 6
Long sleeve, gusseted.....	6 6
Long sleeve, gauntlet.....	9 0
One turned in pocket.....	1 3
Two turned in pockets.....	2 6
Two flaps.....	3 0
Button loop at neck.....	2 0
Lined collar.....	2 6
Lined flaps.....	1 0
Lined cuffs.....	2 0
Posted side seams.....	1 9
Boarded, singly.....	1 0
Cellophaned singly.....	1 6
Boxed one dozen.....	1 0

The above styles in boys sizes less 10 per cent off above prices.

(v) PYJAMAS.

Per Dozen.
s. d.

Polo or open neck with buff edges, collar and fronts and no girdle button hole in trousers.....

37 0

Extras on all pyjamas—

In silk.....	12 0
Saddle.....	1 9
Label.....	1 3
Collar top stitched.....	2 0
Facing top stitched.....	6 0
Lined collar.....	2 0
Lined facing.....	4 0
Contrasting colours.....	10 0
Frogs.....	15 0
Button hole in trousers.....	1 0
Boarded singly.....	1 0
Cellophaned singly.....	1 6
Boxed, half dozen.....	2 0
Boxed, one dozen.....	1 6

The above styles in boys sizes less 10 per cent off the above prices.

B.—CLOTHING.

(i) TROUSERS.

“Trousers, Grade A” shall mean trousers made of any materials other than materials containing 50 per cent or more of cotton, and excluding kaffir truck.

Per Dozen.
s. d.

With two straight side pockets and one hip pocket with cut on fly and button catch; bleached or unbleached calico pockets (not stayed) and waist band lining..

40 0

Extras—

Belt loops.....	3 0
Buckle straps.....	3 0
Cotton bias waistband lining (including interlining).....	6 0
Cream or white material.....	6 0
Cross or slant pockets.....	6 0
Cut off fly and button catch.....	6 0
Cut on fly and button catch lined.....	3 0
Elastic in waist.....	6 0
Extension belt with button.....	6 0
Extension belt with hook and bar.....	12 0
One extra pocket.....	6 0
Pleats.....	3 0
Pocketing (medium grade).....	6 0
Pocketing (best grade).....	9 0
P.T.U. blind stitch or zig-zag.....	4 0
Rayon bias waistband lining.....	9 0
Rayon bias waistband lining (fully rubberised).....	18 0
Shirt grips in waistband.....	5 0
Trade name labels.....	0 6
Whipped leg and back seams.....	9 0
Hand sewn crutch.....	3 0
Fully stayed pockets.....	9 0
Pressed open seams.....	6 0

Boys' and youths' trousers 10 per cent off above prices. Bespoke 20 per cent. on above prices.

“Trousers, Grade B” shall mean only trousers made of materials containing 50 per cent or more of cotton, and excluding kaffir truck.

Per Dozen.
s. d.

With two straight side pockets, with cotton waistband lining (not interlined); bleached or unbleached calico pockets; three belt loops if required; P.T.U. flat stitched; posted or single stitched back seam; cut on fly and button catch (both unlined) single stitched seams; but with no buckle straps or pocket facings.

30 0

	Per dosyn. s. d.
Ekstras:—	
Lyfbandlissies (meer as drie per broek).....	0 6
Gespebande, gevoer of ongevoer en in die synate vasgestik.....	3 0
Gespebande, gevoer of ongevoer, aan band vasgestik.....	4 0
Steek- of skuinssakke.....	6 0
Afgeknippte gulp en gevoerde knoopvanger.....	6 0
Aangeknippte gulp met gevoerde knoopvanger.....	4 0
Slegs dubbel of driedubbel naaldgestikte synate.....	2 0
Slegs dubbel of driedubbel naaldgestikte binnebeennate.....	2 0
Rek in middelband.....	6 0
Verlengingsband met hakie en ogie.....	12 0
Verlengingsband met knoop.....	6 0
Een sak.....	6 0
Plooie.....	3 0
Sakmateriaal, uitgesonderd gebleikte of ongebleikte linne (middelgraads).....	4 0
Sakmateriaal, uitgesonderd gebleikte of ongebleikte linne (beste graad).....	6 0
Oopgeperste nate.....	6 0
P.O.S. met onsigbare of sigsagstikwerk.....	4 0
Verhewe buitenate.....	1 0
Klinkknope.....	9 0
Middelband met tussenvoering.....	4 0
Middelbandvoerings (kunssy, met inbegrip van tussen-voering).....	9 0
Handelsnaametikette.....	0 6

Rabat.

As dieselfde materiaal gebruik word vir—

Sakke..... 3s. per dosyn sakke.
Middelbandvoering..... 3s. per dosyn broeke.

Vir seuntjies- en seunsbroeke, 10 persent minder as bogeno emde pryse.

Broeke wat nie heeltemal binne hierdie woordbepaling val nie, moet as graad B geklassifiseer word.

„Broeke, Graad C, Naturellemateriaal,” beteken slegs broeke van die goedkoopste snit en wat 'n enkele voorkant het (geen boband nie) en rug wat uit stukke bestaan; drie lyfplissies, indien verlang; twee gewone sysakke van gebleikte of ongebleikte linne of van dieselfde materiaal; middelband van dieselfde materiaal; P.O.S. platgestik; sy- en binnenate eennaaldstikwerk; twee- of eennaaldgestikte rugnate; plastiese of geperste veselknope; aangeknippte gulp en knoopvanger, beide ongevoer, geen plooië; geen bande (sy of rug); geen sakbesetsels nie.

Broeke wat nie heeltemal binne hierdie woordbepaling val nie, moet as graad B geklassifiseer word.

	Per dosyn. s. d.
Broeke met sakke van dieselfde materiaal.....	19 0
Broeke met linnesakke.....	23 0
Manskortbroeke en -kniebroeke—	
Enkele voorkant (geen boband nie); drie lyfbandlissies, indien verlang; twee gewone sysakke; met gebleikte of ongebleikte linnesakke en lyfbandvoering; sy- en binnebeennate enkelstikwerk; twee- of eennaaldgestikte rugnate; aangeknippte gulp en knoopvanger, beide ongevoer; geen plooië of gespebande nie, geen sakbesetsels nie.....	30 0

Ekstras:—

Boband.....	3 0
Lyfbandlissies (meer as drie per broek).....	0 6
Gespebande, een voor.....	3 0
Gespebande, twee voor of aan die kante.....	6 0
Afgeknippte gulp en knoopvanger.....	3 0
Aangeknippte gulp met gevoerde knoopvanger.....	2 0
Dubbel of driedubbel naaldgestikte binnebeennate.....	2 0
Dubbel of driedubbel naaldgestikte buitenate.....	2 0
Verlengingsband met knoop.....	6 0
Verlengingsband met hakie en ogie.....	12 0
Plooie.....	3 0
Opgestikte heupsak.....	1 0
Een sak—sonder of met klap.....	6 0
Skuins- of steeksysakke.....	6 0
Sakmateriaal, uitgesonderd gebleikte of ongebleikte linne.....	3 0
Verhewe nate.....	1 0
Tussenvoering vir middelband.....	4 0
Handelsnaametikette.....	0 6

Rabat.

As dieselfde materiaal gebruik word vir—

sakke..... 3s. per dosyn sakke.
middelbande..... 3s. per dosyn kortbroekies.

	Per Dozen. s. d.
Extras—	
Belt loop (more than three per pair).....	0 6
Buckle straps lined or unlined and stitched into side seam.....	3 0
Buckle straps lined or unlined stitched on band.....	4 0
Cross, or slant pockets.....	6 0
Cut off fly and button catch lined.....	6 0
Cut on fly with button catch lined.....	4 0
Double or treble needle stitched side seams only.....	2 0
Double or treble needle stitched inside leg seam only.....	2 0
Elastic in waist.....	6 0
Extension band—	
with hook and bar.....	12 0
with button.....	6 0
One pocket.....	6 0
Pleats.....	3 0
Pocketing other than bleached or unbleached.....	3 0
Calico medium grade.....	4 0
Pocketing other than bleached or unbleached calico (best grade).....	6 0
Pressed open seams.....	6 0
P.T.U. blind stitched or zig-zagged.....	4 0
Raised outside seams.....	1 0
Rivet buttons.....	9 0
Waistband interlined.....	4 0
Waistband linings (rayon, including interlining).....	6 0
Trade name labels.....	0 6

Rebates:—

If self material used for—

Pockets..... 3s. per dozen pockets.
Waistband lining.. 3s. per dozen trousers.

Boys' and youths' trousers, 10 per cent off above prices.

Trousers which do not fall entirely within this definition shall be classed as Grade A trousers.

“Trousers, Grade C, Kaffir Truck” shall mean only trousers made in the cheapest make and shall have plain front (no top band) and patch back; three belt loops if desired; two straight side bleached or unbleached calico or self pockets; self waistband; P.T.U. flat stitched; side and inside seams, single stitched; posted or single stitched back seam; plastic or compressed fibre buttons; cut on fly and button catch, both unlined; no pleats; no straps (side and back); no pocket facings.

Trousers which do not fall entirely within this definition shall be classed under Grade B:—

	Per Dozen. s. d.
Trousers with self pockets.....	19 0
Trousers with calico pockets.....	23 0
Men's shorts and knickers—	
Plain front (no top band); three belt loops, if desired, two straight side pockets; with bleached or unbleached calico pockets and waistband lining; side and inside leg seams single stitched; posted or single stitched back seams; cut on fly and button catch, both unlined; no pleats or buckle straps; no pocket facings.....	30 0

Ekstras—

Band top.....	3 0
Belt loops (more than three per pair).....	0 6
Buckle straps one in front.....	3 0
Buckle, straps two in front or at sides.....	6 0
Cut off fly and button catch.....	3 0
Cut on fly with button catch lined.....	2 0
Double or treble needle stitched inside leg seams.....	2 0
Double or treble needle stitched outside seams.....	2 0
Extension band with button.....	6 0
Extension band with hook and bar.....	12 0
Pleats.....	3 0
Pocket—patch hip.....	1 0
One pocket—jetted or with flap.....	6 0
Slant, or cross side pockets.....	6 0
Pocketing other than bleached or unbleached calico..	3 0
Raised seams.....	1 0
Waistband interlining.....	4 0
Trade name labels.....	0 6

Rebates:—

If self material used for—

Pockets..... 3s. per dozen pockets.
Waistbands..... 3s. per dozen shorts.

Seuntjies- en seunsbroeke, 10 persent minder as bogenoemde pryse.

Per dosyn.
s. d.

„Geheel en al gevoerde kniebroekies van seuns en seuntjies” beteken kniebroekies wat heeltemal met linne uitgevoer is, met aangeknippte gulp en knoopvanger, twee gewone sysakke, geen boband nie.....	50 0
Ekstras:—	
Afgeknippte gulp en knoopvanger.....	3 0
Aangeknippte gulp met gevoerde knoopvanger.....	2 0
Verlengingsband met knoop.....	6 0
Verlengingsband met hakie en ogie.....	12 0
Ekstra sak.....	6 0
Voering, behalwe linne.....	6 0
Plooie.....	2 0
Skuinssakke.....	5 0
Boband.....	3 0
Handelsnaametiketete.....	0 6

Leeds-groottes vanaf grootte 10: 10 persent ekstra op bogenoemde pryse.

Londen-groottes vanaf grootte 13: 10 persent ekstra op bogenoemde pryse.

(iii) BAADJIES.

Per dosyn.
s. d.

Kleurbaadjies—	
Ongevoer, drie sakke.....	48 0
Met gevoerde moue.....	60 6

Elk.
s. d.

Manssportbaadjies—	
Met drie sakke, gevoerde moue, sonder rugvoering, sonder plooi en sonder agtergordel.....	8 0
Met vier sakke, gevoerde moue, rugvoering, bandjiesnate, sonder pylinate of plooi, gordel na keuse	14 3
Met vyf sakke, gevoerde moue, rugvoering, bandjiesnate, sakke met bandjies en plooi, pylinate en gordel na keuse, maar sonder plooi.....	16 3

Per dosyn.
s. d.

Mansbaadjies, uitgesonderd bogenoemdes—	
Katoen, ongevoer, end-uit enkel gestik, drie opgestikte sakke.....	42 0
Ongevoer, drie sakke, ander.....	48 0

(iv) KOMBUISSPAKKE (NATURELLE-).

Elk.
s. d.

Sonder skouerstuk of dubbel sitvlak.....	24 0
--	------

Per dosyn.
s. d.

Ekstras:—	
Skouerstukke.....	2 0
Dubbel sitvlakke.....	2 0
Gordels.....	2 0
Materiaal van agt onse of swaarder.....	2 0

Rabat.

Indien omboorsel verskaf..... 3s. per dosyn.

(v) VOORSKOTE.

Per dosyn.
s. d.

Sonder sakke.....	5 0
Met sakke.....	6 0

(vi) OORPAKKE.

Per dosyn.
s. d.

Ketelpakke van dieselfde materiaal.....	57 0
Ander.....	66 0
Bors- en kruisbandoorpakke, met sakke van dieselfde materiaal.....	33 0
Ander.....	42 0

Namens die partye, hede, die sesde dag van Maart 1953 onderteken.

E. R. SAVAGE,
Voorsitter van die Raad.

J. C. BOLTON,
Adjunk-voorsitter van die Raad.

BRUCE BRINTON,
Sekretaris van die Raad.

Boys' and youths' sizes less 10 per cent off above prices.

Per Dozen.
s. d.

Youths' and boys' fully lined knickers shall mean, knickers calico lined throughout, with cut on fly and Extras:—	
button catch, two straight side pocket, no top band..	50 0
Cut off fly and button catch.....	3 0
Cut on fly with button catch lined.....	2 0
Extension band with button.....	6 0
Extension band, with hook and bar.....	12 0
Extra pocket.....	6 0
Lining other than calico.....	6 0
Pleats.....	2 0
Slant pockets.....	5 0
Top band.....	3 0
Trade name labels.....	0 6

Leeds sizes from size 10, 10 per cent extra on above sizes.

London sizes from size 13, 10 per cent extra on above prices.

(iii) JACKETS.

Per Dozen.
s. d.

Blazers—	
Unlined, three pockets.....	48 0
With lined sleeves.....	60 6

Each.
s. d.

Men's sport jackets—	
with three pockets, lined sleeves, no buggy, no pleats, and no back belt.....	8 0
With four pockets, lined sleeves, buggy, taped seams, no darts or pleats, belt optional.....	14 3
With five pockets, lined sleeves, buggy, taped seams, taped and pleated pockets, darts and belt optional, but no pleats.....	16 3

Per Dozen.
s. d.

Jackets, men's, other than above:—	
Cotton, unlined, single stitched throughout, three patch pockets.....	42 0
Unlined, three pockets, other.....	48 0

(iv) KITCHEN SUITS (NATIVE).

Per Dozen.
s. d.

Without yoke or double seat.....	24 0
Extras—	
Yokes.....	2 0
Double seats.....	2 0
Belts.....	2 0
Eight oz. material or heavier.....	2 0
Rebate, if braid supplied.....	3 0

(v) APRONS.

Per Dozen.
s. d.

No pockets.....	5 0
With pockets.....	6 0

(vi) OVERALLS.

Per Dozen.
s. d.

Boiler suit with self pockets.....	57 0
Other.....	66 0
Bib and brace overalls with self pockets.....	33 0
Other.....	42 0

Signed at Durban on behalf of the parties this 6th day of March, 1953.

E. R. SAVAGE,
Chairman of the Council.

J. C. BOLTON,
Vice-Chairman of the Council.

BRUCE BRINTON,
Secretary of the Council.

NAAM _____

Aanhangsel A.

ADRES _____

No. _____

VERSLAG VAN ONDERVINDING.

1.			2.	3.	4.	5.	6.	7.	8.	9.	10.
Totaal van vorige ondervinding.			Naam van firma.	Aanvangsdatum.	Beroep.	Loon-skaal.	Uitge-reik deur.	Datum van uit-treding uit diens.	Beroep.	Loon-skaal.	Handtekening van firma.
Jaar.	Mde.	Dae.									

Handtekening van werknemer _____

OPMERKING.—By indiensneming moet die eerste ses kolomme deur die Nywerheidsraad ingevul word. By diensbeëindiging moet kolomme 7 tot 10 deur die werkgewer voltooi word, en die kaartjie aan die werknemer oorhandig word.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL).

Aanhangsel B.

Foon: 2-0682.
Posbus 1331.Chancerylaan 6,
Durban.

Datum _____

VERSLAG VAN DIENSBEËINDIGING.

Fabriek _____

Week eindigende _____

Stuur hierdie vorm saam met die vakansiebetaling wat verskuldig is aan die Kantoor van die Raad op die Vrydag waarop die dienste beëindig word.

Raad No.	Werknemers se name.	Datum.		Dienstydperk.			Beroep.	Loon-skaal.	Redes vir uit-treding uit diens. *	Vakansiebeta-ling verskuldig.			Opmerkings.
		Van aan-vang.	Van uit-treding uit diens.	Jaar.	Mde.	Dae.				£	s.	d.	

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

Handtekening van firma _____

Aanhangsel C.
No. _____

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL).

Telefoon: 2-0682.
Posbus 1331.Albertstraat 77,
Durban, Natal.

Naam _____

Geboortedatum _____

Getroude of ongetroude _____

GESONDHEIDSVERSLAG.

(Antwoord: „ja” of „nee”.)

Ly u aan, of het u al aan enige van die onderstaande kwale gely:—

1. Asma _____
2. Suikersiekte _____
3. Disenterie _____
4. Floutes _____

5. Rumatiek _____
6. Huidsiektes _____
7. Tuberkulose _____

ONDERSOEK.

Gewig _____ lb.
Lange _____
Hart _____
Beweegbaarheid van liëte _____
Besonderhede in verband met—

Niere (1) Suiker _____
(2) Albumine _____
Gesig _____
Gehoör _____

- (1) Vorige beserings of operasies _____
(2) Gebreke of kwale wat solisitant vir diens ongeskik maak _____
(3) Enige kroniese kwaal _____

Datum _____

(Onderteken) _____

Geneesheer.

BEËDIGDE VERKLARING.

Hiermee verklaar ek dat ek al die vrae wat aan my deur die fonds se geneesheer gestel is, op 'n betroubare wyse beantwoord het, en verklaar voorts dat ek goeie gesondheid geniet en in die verlede nooit weens fisiese of verstandelike ongeskiktheid my werk prysgegee het nie.

Datum _____

Onderteken _____

In my teenwoordigheid _____

(Geneesheer).

Opmerkings van Bestuurskomitee _____

Opmerkings van Bestuur _____

NAME _____
ADDRESS _____

No. Annexure A.

RECORD OF EXPERIENCE.

1. Total Previous Experience.			2. Name of Firm.	3. Date of Starting.	4. Occupation.	5. Rate of Pay.	6. Issued by.	7. Date of Leaving.	8. Occupation.	9. Rate of Pay.	10. Signature of Firm.
Years.	Mons.	Days.									

Signature of Employee.

NOTE.—On Engagement Columns 1 to 6 must be filled in by the Industrial Council. On termination of Service Columns 7 to 10 must be completed by the employer and card handed to the employee.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL).

Phone 20682.
P.O. Box 1331.

6 CHANCERY LANE,
DURBAN.

Date _____

REPORT OF TERMINATIONS OF SERVICE.

Factory _____ Week Ending _____

Forward this Form, together with any Holiday Pay due, to the Office of the Council on Friday of the week the employees services are terminated.

Council No.	Employee's Name.	Date of		Period of Employment.			Occupation.	Rate of Pay.	Reason for Leaving.*	Holiday Pay Due.			Remarks.
		Starting.	Leaving.	Years.	Mths.	Days.				£	s.	d.	

- * 1. Resignation.
2. Reduction in Staff.
3. Left without Notice.
4. Discharged.

Signature of Firm.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL).

Telephone 20682.
P.O. Box 1331.

77 ALBERT STREET,
DURBAN.

NAME _____ Married or Single _____

Date of Birth _____

MEDICAL HISTORY.

(Answer "Yes" or "No".)

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

- | | |
|--------------------|-----------------------|
| 1. Asthma _____ | 5. Rheumatism _____ |
| 2. Diabetes _____ | 6. Skin disease _____ |
| 3. Dysentery _____ | 7. Tuberculosis _____ |
| 4. Fits _____ | |

EXAMINATION.

Weight _____ lb.
Lungs _____
Heart _____
Mobility of joints _____
Details of—

Kidneys: (1) Sugar _____
(2) Albumen _____
Vision _____
Hearing _____

- (1) Previous injuries or operations _____
(2) Defects or ailments which would render applicant unfit for employment _____
(3) Any chronic ailment _____

Date _____ (Signed) _____

Medical Officer.

DECLARATION.

I hereby declare that I have truthfully answered all questions put to me by the Fund's Medical Officer, and declare that I am in good health and have not previously relinquished my employment on account of Physical or Mental disability.

Date _____ (Signed) _____

Before me,

Medical Officer.

Remarks by management committee _____

Remarks by Council _____

* No. 1593.]

[24 Julie 1953.]

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

KLERASIENYWERHEID, NATAL.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende kragtens subartikel (1) van artikel *twee-entwintig* 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. 1592 van 24 Julie 1953, vir die persone wie se werkure daarby gereël word nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

* No. 1593.]

[24 July, 1953.]

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

CLOTHING INDUSTRY, NATAL.

I, BAREND JACOBUS SCHOEMAN, 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. 1592 of the 24th July, 1953, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

Wette van die Unie van Suid-Afrika, 1951

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