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INHOUD.

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

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 253.] [12 Februarie 1954.
NYWERHEID-VERSOENINGSWET, 1937.

KLERASIENYWERHEID (KAAP).

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

- (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 verskyn en op die Klerasienywerheid betrekking het, vanaf 23 Februarie 1954 en vir die tydperk wat op 4 Mei 1955 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in artikels 3 tot en met 14 (2), 15 tot en met 22, 25, 26 en 29 van genoemde Ooreenkoms vanaf 23 Februarie 1954 en vir die tydperk wat op 4 Mei 1955 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte die Kaap, Wynberg, Simonstad, Bellville en Worcester;
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in artikels 3 tot en met 14 (2), 15 tot en met 22, 25, 26 en 29 van genoemde Ooreenkoms in die magistraatsdistrikte die Kaap, Wynberg, Simonstad, Bellville en Worcester vanaf 23 Februarie 1954 en vir die tydperk wat op 4 Mei 1955 eindig, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid wat nie by die woordoms krywing 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 artikel 28 van genoemde Ooreenkoms van 23 Februarie 1954 en vir die tydperk wat op 4 Mei 1955 eindig, bindend is vir die prinsipale of aannemers vermeld in genoemde artikel van genoemde Ooreenkoms en vir die persone aan wie werk uitgegee word deur sodanige prinsipale of aannemers in die magistraatsdistrikte die Kaap, Wynberg, Simonstad, Bellville en Worcester.

B. J. SCHOEMAN,
Minister van Arbeid.

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GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 253.] [12 February 1954.
INDUSTRIAL CONCILIATION ACT, 1937.

CLOTHING INDUSTRY (CAPE).

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto, and which relates to the Clothing Industry, shall be binding from the 23rd February, 1954, and for the period ending the 4th May, 1955, upon the employers' organization and the trade union which entered into the said Agreement and upon the employers and the employees who are members of that organization or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in sections 3 to 14 (2) (inclusive), 15 to 22 (inclusive), 25, 26 and 29 of the said Agreement shall be binding from the 23rd February, 1954, and for the period ending the 4th May, 1955, upon the other employers and employees engaged or employed in the said industry in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville and Worcester;
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville and Worcester and from the 23rd February, 1954, and for the period ending the 4th May, 1955, the provisions contained in sections 3 to 14 (2) (inclusive), 15 to 22 (inclusive), 25, 26 and 29 of the said Agreement shall, *mutatis mutandis*, apply in respect of such persons 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 section 28 of the said Agreement shall be binding from the 23rd February, 1954, and for the period ending the 4th May, 1955, upon such principals or contractors as are referred to in the said section of the said Agreement and upon persons to whom work is given out by such principals or contractors in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville and Worcester.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP).

OOREENKOMS

ingevolge die bepalinge van die Nywerheid-versoeningswet, 1937, gesluit en aangeaan tussen die

Cape Clothing Manufacturers' Association

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

Garment Workers' Union of the Cape Peninsula

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms moet deur alle werkgewers en werknemers in die klerasienywerheid in die magistraatsdistrikte die Kaap, Wynberg, Simonstad, Bellville en Worcester nagekom word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister ingevolge subartikel (1) van artikel agt-en-veertig van die Wet bepaal, en bly van krag tot 4 Mei 1955 of vir 'n tydperk wat hy vasstel.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebring word en waarvan die betekenis in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet, 'n verwysing na die Wet omvat ook enige wysiging van dié Wet, en, behalwe waar die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vrouens; verder, tensy dit strydig is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„basiese loon” of „loon”, dié gedeelte van die besoldiging, met uitsondering van lewenskostetoelae, wat ten opsigte van die gewone werker wat in artikel 9 bepaal word, in kontant aan 'n werknemer betaalbaar is;

„dryfbandhersteller”, 'n werknemer wat gebreke masjienbande regmaak en/of die werktuigkundige van die inrigting help;

„assistent-versendingsverpakker”, 'n werknemer wat die versendingsverpakker help by die uitvoering van sy pligte en van wie dit daarbenewens vereis kan word om voertuie te laai of af te laai en/of goedere af te lewer;

„ketelbediener”, 'n werknemer wat vuur in 'n stoomketel maak en die waterstand en stoomdruk op peil hou;

„klerlike werknemer”, 'n werknemer in diens as magasynmeester, tikker, boekhouer of as faktuur-, korrespondensie-, versendings- of loonklerk in 'n inrigting of in enige ander perseel, wat deel uitmaak van of grens aan of verbonde is aan die inrigting waarin die bedryf van die werkgewer uitgeoefen word;

„klerasienywerheid” of „nywerheid”, wat uit die klerasie-en hemde-afdelings bestaan, ook—

(a) die vervaardiging van alle soorte mans- en seunstweed- en linnehoede, pette en alle soorte bo- en onderklere (met inbegrip van gebrëide kledingstukke) vir dag- of nagdrag, met inbegrip van hemde, boordjies, dasse, sokkies, pijamas en ander nagklere, en

(b) kleremakery-op-maat in die groothandel en die vervaardiging van alle soorte kledingstukke met inbegrip van hoeveelheidsproduksie van klerasie-op-maat wat op bestelling van enige Staatsdepartement of Provinsiale Administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike besture gemaak word, maar omvat nie hoedemakery of die vervaardiging van dames- of meisiesjasse en -kostuums of enige boklere nie wat op maat van individuele persone gemaak is, of die maak van damesrokke wat vir verkoop in die kleinhandel deur die vervaardigers vervaardig is;

„klerasie-afdeling”—

(a) daardie afdeling van die klerasienywerheid waarin alle soorte mans- en seunstweed- en linnehoede, pette en alle soorte bo- en onderklere gemaak word;

(b) kleremakery-op-maat in die groothandel en die vervaardiging van alle soorte kledingstukke met inbegrip van hoeveelheidsproduksie van snyersklere wat volgens bestelling van enige Staatsdepartement of Provinsiale Administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike besture gemaak word;

maar omvat nie hemde, boordjies, dasse, pijamas en ander nagklere, hoedemakery en die vervaardiging van dames- en meisiesjasse en kostuums nie, of enige ander boklere wat op maat van individuele persone gemaak is, of die maak van damesrokke wat vir verkoop in die kleinhandel deur die vervaardiger vervaardig is;

„kleremakery-op-maat in die groothandel”, die vervaardiging uit materiaal wat deur die vervaardiger verskaf is, van snyersgemaakte boklere, met inbegrip van snyersgemaakte dames- en meisiesboklere volgens die mate van individuele persone uitsluitlik ter uitvoering van spesiale maatbestellings

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE).

AGREEMENT

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

Cape Clothing Manufacturers' Association

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

Garment Workers' Union of the Cape Peninsula

(hereinafter referred to as “the employees” or “the trade union”), of the other part.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville and Worcester by all employers and employees in the Clothing Industry.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section forty-eight of the Act, and shall remain in force until the 4th May, 1955, or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act, any reference to an Act shall include any amendment of such Act, and unless the contrary intention appears, words importing the masculine gender shall include female; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1937;

“Basic wage” or “wage” means that portion of the remuneration excluding cost of living allowance payable in money to an employee in respect of the ordinary hours of work laid down in section 9;

“belt-boy” means an employee engaged in mending broken machine belts and/or assisting the establishment's mechanic;

“assistant despatch packer” means an employee who assists the despatch packer in the performance of his duties and who may in addition be required to load or unload vehicles and/or deliver goods;

“boiler attendant” means an employee engaged in firing a boiler and maintaining the water level and steam pressure;

“clerical employee” means an employee employed as a storeman, typist, bookkeeper, or invoice-correspondence-despatch or wage clerk in an establishment, or in any other premises which may form a part of, or are adjacent to, or are connected with the establishment in which the activity of the employer is carried on;

“clothing industry” or “industry” which consists of the clothing and shirt sections, shall include—

(a) the making of all classes of men's and boys' tweed and linen hats, caps, and all classes of outer and under garments (including knitted garments) for day or night wear, including shirts, collars, ties, socks, pyjamas and other nightwear; and

(b) wholesale bespoke tailoring and the making of all classes of garments, including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration or Local Authorities but shall not include the making of millinery or the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurement of individual persons, or the making of ladies' dresses manufactured for sale by retail by the manufacturers,

“Clothing section” means—

(a) that section of the clothing industry in which are made all classes of men's and boys' tweed and linen hats, caps and all classes of outer and under garments;

(b) wholesale bespoke tailoring and the making of all classes of garments including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbour Administration, or local authorities;

but shall not include shirts, collars, ties, pyjamas and other nightwear, millinery and the making of ladies' and girls' coats and costumes or any other outer-garments made to the measurement of individual persons or the making of ladies' dresses manufactured for sale by retail by the manufacturer.

“wholesale bespoke tailoring” means the making from materials supplied by the maker of tailored outer-garments, including ladies' and girls' tailored outer-garments to the measurement of individual persons exclusively for the execution of special measure orders from dealers whose customers' measurements

van handelaars wie se klante se mate deur of op verantwoordelikheid van sodanige handelaars geneem is, deur 'n klerasie-fabriek waarin die grootste gedeelte van die produksie uit klaargemaakte kledingstukke bestaan en welke fabriek geen regstreekse verbinding met die klante van die betrokke handelaars het nie;

"vervoerband", enige soort bewegende meganiese toestel wat die werk aanvoer na werknemers wat werksaamhede stuks-gewys daaraan verrig;

"Raad", die Nywerheidsraad vir die Klerasienywerheid (Kaap), geregistreer kragtens artikel twee van die Nijverheid-Verzoenings Wet, 1924, en wat beskou word as geregistreer kragtens die Nywerheid-versoeningswet, 1937;

"snyer", 'n werknemer wat die vorm van kledingstukke of "lae" kledingstukke met behulp van patrone wat deur die werkgever verskaf word, met kryt of andersins afmerk en/of die kledingstukke of "lae" kledingstukke met 'n elektriese, hand- of bandmes of 'n skêr uitsny;

"handelaar" of "algemene handelaar", 'n persoon wat 'n lisensie ingevolge item 11 van die Tweede Bijlage van die Licenties Konsolidasie Wet hou;

"versendingsverpakker", 'n werknemer wat pakkette of bale gereed vir vervoer of aflewering opmaak; en

"boodskapper", 'n werknemer onder 21 jaar wat broute, boodskappe en pakkette buitekant die fabriek te voet of deur middel van 'n trapfiets, driewieler of handvoertuig aflewer;

"inrigting", enige plek waar die klerasienywerheid uitgeoefen word;

"ondervinding"—

(i) met betrekking tot—

(a) 'n klerklike werknemer, die totale dienstyd of -tye wat dié werknemer as 'n klerklike werknemer gehad het, ongeag die bedryf waarin die ervaring opgedoen is;

(b) 'n reisiger, die dienstyd of -tye wat dié werknemer as reisiger in die klerasienywerheid gehad het;

(ii) met betrekking tot werknemers uitgesonderd klerklike werknemers, reisigers, arbeiders, dryfbandherstellers, werktuigkundiges, ketelbedieners, voertuigbestuurders, wagte, bodes, boodskappers en teemaaksters—

(a) 'n werknemer se totale dienstyd of -tye in enige tak van die klerasienywerheid in enige hoedanigheid uitgesonderd 'n klerk, handelsreisiger, arbeider, werktuigkundige, dryfbandhersteller, bode of boodskapper, ketelbediener, teemaakster, bestuurder van 'n voertuig, opsigter (of nagwag); en

(iii) met betrekking tot 'n dryfbandhersteller, 'n boodskapper en/of bode en 'n teemaakster—

(a) die totale dienstyd of -tye wat dié werknemer in die klerasienywerheid gehad het as 'n dryfbandhersteller, boodskapper en/of bode en teemaakster, al na die geval,

en onderworpe aan die bepalinge van artikel 4 (4) van hierdie Ooreenkoms, moet elke dienskontrak beskou word as ononderbroke van die tyd waarop die werknemer by die werkgever in diens getree het totdat dié diens wettiglik beëindig word; met dien verstande—

(i) dat indien kleinhandel- of private kleremakers of kleinhandel- of private kostuummakers in die klerasienywerheid werk soek in enige hoedanigheid, uitgesonderd in dié van klerk, handelsreisiger, arbeider, werktuigkundige, dryfbandhersteller, bode of boodskapper, ketelbediener, teemaakster, bestuurder van 'n voertuig, opsigter (of wag), hul totale ervaring as 'n helfte moet tel vir die doel van berekening van die minimum loon waarteen hulle diens kan aanvaar;

(ii) dat indien strykers en/of opvouers en/of bedieners van 'n Hoffmanpers wat in die wasnywerheid werksaam was, in die klerasienywerheid werk soek, hul totale ervaring as 'n helfte moet tel vir die doel van die berekening van die minimum loon waarteen hulle diens kan aanvaar;

"voorman" of "manlike opsigter" of "voorvrou" of "vroulike opsigter", 'n werknemer wat verantwoordelik is vir dié regte en deeglike uitvoering van die werk wat in 'n fabriek of 'n afdeling van 'n fabriek aan sy of haar sorg toevertrou is;

"graad I-werknemer, manlik," 'n manlike werknemer in diens in een of meer van die volgende pligte of hoedanighede:—

(1) Masjienbediener, d.w.s. 'n werknemer wat met 'n naaimasjien enige werk in verband met kleremaak verrig;

(2) nasiener in die klerasie-afdeling, d.w.s. 'n werknemer wat die klaargemaakte kledingstukke vir gebreke nagaan;

(3) perser in die klerasie-afdeling, d.w.s. 'n werknemer wat met die hand of met 'n masjien die afgewerkte kledingstuk pers;

(4) pasmaker in die klerasie-afdeling, d.w.s. 'n werknemer wat die buitekant van kledingstukke tesame met die uitgesnyde voerings, opmaakskels genoem) bymekaar pas, en die binne- en buitekante noukeurig aanmekaar pas, sodat die dele na die masjien kan gaan om reg aanmekaar gewerk te word;

are taken by or on the responsibility of such dealers by a clothing factory in which the major portion of the output consists of ready-to-wear garments and which factory has no connection directly with the customers of the dealers concerned;

"conveyor" means any type of moving mechanical apparatus, which feeds work to employees engaged in sectional operations;

"Council" means the Industrial Council for the Clothing Industry (Cape) registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Industrial Conciliation Act, 1937.

"cutter" means an employee engaged in chalking or marking in the outlines of garments or "lays" of garments from patterns provided by the employer and/or in cutting out the garments or lay-ups of garments by electric, hand or band-knife or by shears;

"dealer" or "general dealer" means a person holding a licence under Item 11 of the Second Schedule of the Licences Consolidation Act;

"despatch packer" means an employee who is wholly or mainly engaged in making up parcels or bales in readiness for transport or delivery;

"errand boy" means an employee under the age of 21 years who delivers letters, messages and parcels outside the factory on foot or by means of a bicycle, tricycle or hand-propelled vehicle;

"establishment" means any place in which the clothing industry is carried on;

"experience" means—

(i) in relation to—

(a) a clerical employee, the total period or periods of employment which such employee has had as a clerical employee, irrespective of the trade in which such experience was gained;

(b) a traveller, the period or periods of employment which such employee has had as a traveller, in the clothing industry;

(ii) in relation to employees other than clerical, travellers, labourers, belt-boys, mechanics, boiler attendants, drivers, watchmen, messengers, errand boys and tea-girls—

(a) the total period or periods of employment of an employee in any branch of the clothing industry, in any capacity other than that of a clerk, traveller, labourer, mechanic, belt-boy, messenger or errand boy, boiler attendant, tea-girl, driver of a vehicle, caretaker (or watchman);

(iii) in relation to a belt-boy, an errand boy and/or messenger and a tea-girl—

(a) the total period or periods of employment which such employee has had as a belt-boy, errand boy and/or messenger and tea-girl, as the case may be, in the clothing industry;

and subject to the provisions of section 4(4) of this Agreement, each contract of service shall be deemed to have been continuous from the time the employee entered the employer's service until the time such service is legally terminated; provided that—

(i) where retail or private tailors or retail or private dressmakers seek employment in the clothing industry in a capacity other than clerk, traveller, labourer, mechanic, belt-boy, messenger or errand boy, boiler attendant, tea-girl, driver of a vehicle, caretaker (or watchman), their total experience shall be reckoned as one-half for the purpose of calculating the minimum wage at which they may commence service;

(ii) where ironers and/or folders and/or operators of a Hoffman Press who have been employed in the laundry trade seek employment as ironers and/or folders, and/or Pressers in the clothing industry their total experience shall be reckoned as one-half for the purpose of calculating the minimum wage at which they may commence service;

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

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

(1) Machinist, i.e. an employee who performs by sewing machine any operation in the making of clothing;

(2) passer in the clothing section, i.e. an employee who examines the finished-off garment for flaws;

(3) pressing off finished garments in the clothing section by hand or machine;

(4) fitter-up in the clothing section, i.e. an employee who takes the outside of garments together with the cut out linings (called trimmings) and adjusts the outsides and the insides together accurately so that the parts may go forward to the machine to be put together correctly;

- (5) ryger, met inbegrip van opryg, d.w.s. handnaaldwerk by die regsit van 'n baadjie of gedeeltes daarvan ter voorbereiding vir ander werksaamhede en/of voerings opryg, d.w.s. voerings van baadjies op hul plekke met die hand vaswerk ter voorbereiding van die aanmekeerwerk van kantsome;
- (6) patrone van lapelle en krae van baadjies fatsoeneer voordat voerings opgeryg word;
- (7) kalenderbediener, d.w.s. 'n werknemer wat 'n kalender-masjien bedien;
- (8) masjienbreiers, d.w.s. 'n werknemer wat 'n breimasjien of 'n stel breimasjiene bedien;
- (9) omboor, stryk en fatsoeneer in brei-afdeling; en dit omvat 'n manlike werknemer wat nie elders in hierdie Ooreenkoms genoem word nie;
- „graad II-werknemer, manlik,” 'n werknemer in diens vir enigeen van die volgende pligte of hoedanighede in die brei-afdeling:—
- (1) Fatsoeneerder, d.w.s. kouse vorm na grootte op 'n stoompers gee;
- (2) opwenster, d.w.s. 'n werknemer wat 'n garingopwen-masjien bedien;
- (3) skakelmasjienbediener;
- (4) maak van wasringe, met hand of masjien (oorbring) of sjabloneer, trekbusbediener, skeerster, verpakker, borselaar.
- „graad I-werknemer, vroulik,” 'n vroulike werknemer in diens in een of meer van die volgende pligte of hoedanighede:—
- (1) Masjienbediener, d.w.s. 'n werknemer wat enige handel-ing deur middel van 'n naaimasjien verrig;
- (2) afgewerkte kledingstukke in die klerasie-afdeling met die hand of 'n masjien pers;
- (3) ryg, met inbegrip van opryg, d.w.s. handnaaldwerk by die regstel van 'n baadjie of gedeeltes van 'n baadjie ter voorbereiding van ander werk daaraan en/of voerings opryg, d.w.s. voerings van baadjies met die hand op hul plekke vaswerk ter voorbereiding van die aanmekeerwerk van synate;
- (4) patrone van lapelle en krae van baadjies fatsoeneer voordat voerings opgeryg word;
- (5) afwerker, 'n werknemer wat een of meer van onderstaande werksaamhede met die hand verrig:—
Stopsel of watte in die skouers van baadjies insit; die bo-ente van moue vaswerk of gelykmaak; watte in die bo-ente van moue sit; sybelegsels wat alreeds in posisie geryg is, onsigbaar insom; knoopsgate met die hand maak; die voerings van die bo-ente van moue onsigbaar insom en dit met die vingers in posisie hou;
- (6) kledingstukke van die hemde-afdeling en in die afdeling vir damesrokke en/of -onderklere stryk en vou of stryk, vou en vasspeld;
- (7) hand-patentomdraaier, 'n werknemer wat in die hemde-afdeling die rande van boordjies, bande, mansjette, oorklappies of sakke met behulp van 'n handstrykyster indraai of omvou;
- (8) kalenderbediener, d.w.s. 'n werknemer wat 'n kalender-masjien bedien;
- (9) masjienbreiers, d.w.s. 'n werknemer wat 'n breimasjien of 'n stel breimasjiene bedien;
- (10) nasiener in die klerasie-afdeling, d.w.s. 'n werknemer wat afgewerkte klere vir gebreke nasien;
- (11) voerder van vervoermasjien, d.w.s. 'n werknemer verantwoordelik vir die voer van voorbereide onderdele van kledingstukke aan 'n vervoermasjien vir verdere werksaamhede en wat deur een of meer sorteerdere bygestaan kan word;
- (12) skakelmasjienbediener;
- (13) herstellers, d.w.s. die ondersoek van gebreide kledingstukke vir gebreke en die herstel van sulke gebreke;
- (14) omboor, fatsoeneer en stryk in brei-afdeling; en dit omvat 'n vroulike werknemer wat nie elders in hierdie Ooreenkoms genoem is nie;
- „graad II-werknemer, vroulik,” 'n vroulike werknemer in diens in een of meer van die volgende pligte of hoedanighede:—
- (1) Spoelopwenster, d.w.s. spoel met 'n spoelopwentoestel opwen;
- (2) skoonmaakster, d.w.s. los entjies garing wat deur vorige werknemers daar gelaat is, van kledingstukke afsny of afwerk;
- (3) kledingstukke in die hemde-afdeling opvou;
- (4) los boordjies stryk of kledingstukke in die klerasie-afdeling wat reeds opgevou en gestryk is, weereens stryk;
- (5) masjien-patentomdraai, d.w.s. enige soort outomatiese of half-outomatiese masjien bedien wat die rande van die punte van boordjies, bande, mansjette, oorklappies of sakke omkeer of omvou, insluitende die maak van boordjie-oorklappies;

- (5) baster, including outbasting, i. e. hand-sewing in setting a coat or parts of a coat into position preparatory to other operations and/or underbasting, i. e. hand-sewing linings of coats into position preparatory to sewing the edge seams;
- (6) shaping designs of lapels and collars of coats preparatory to underbasting;
- (7) calender, i.e. an employee who operates a calender;
- (8) machine knitter, i.e. an employee who operates a knitting machine or a set of knitting machines;
- (9) welting, ironing and shaping in knitting section; and shall include a male employee not elsewhere specified in this Agreement;
- “grade II employee, male,” means a male employee engaged in one or more of the following duties or capacities in the knitting section:—
- (1) Former, i.e. forming hose to size on a steam press;
- (2) winder, i.e. an employee engaged in operating a yarn winding machine;
- (3) linker, i.e. operating a linking machine;
- (4) Wax ring making, transferring or stencilling by hand or machine, draw-thread operator, warper, packer or brusher;
- “grade I employee, female” means a female employee engaged in one or more of the following duties or capacities:—
- (1) Machinist, i.e. an employee who performs any operations by sewing machine;
- (2) pressing off finished garments in the clothing section by hand or machine;
- (3) baster, including outbasting, i.e. hand-sewing in setting a coat or parts of a coat into position preparatory to other operations and/or underbasting, i.e. hand-sewing linings of coats into position preparatory to sewing the edge seams;
- (4) shaping designs of lapels and collars of coats preparatory to underbasting;
- (5) finisher, i.e. an employee who performs one or more of the following operations by hand:—
Putting pads or wadding into shoulders of coats; fastening or “serging” sleeveheads; wadding sleeveheads; felling silk-facings already basted in position; making buttonholes by hand; felling sleevehead linings, holding such in position with the fingers;
- (6) ironing and folding or ironing, folding and pinning garments in the shirt section and for ladies' dresses and/or underwear;
- (7) hand “patent” turners in the shirt section engaged in turning out or turning over the edges of collars, bands, cuffs, tabs or pockets with the use of a hand-iron;
- (8) calender, i.e. an employee who operates a calender;
- (9) machine knitter, i.e. an employee who operates a knitting machine or a set of knitting machines;
- (10) passer in the clothing section, i.e. an employee who examines the finished-off garment for flaws;
- (11) conveyor-feeder, i.e. an employee responsible for feeding prepared parts of garments on to a conveyor for further operations and who may be assisted by one or more sorters;
- (12) linker, i.e. operating a linking machine;
- (13) mending, i.e. the examination of knitted garments for defects and the rectification of such defects;
- (14) welting, shaping and ironing in knitting section; and shall include a female employee not elsewhere specified in this Agreement;
- “grade II employee, female”, means a female employee engaged in one or more of the following duties or capacities:—
- (1) Bobbin-winding, i.e. winding bobbins with a bobbin winder;
- (2) cleaning, i.e. cutting or trimming off loose-ends of cotton left on garments by previous operators;
- (3) folding garments in the shirt section;
- (4) ironing loose collars or re-ironing in the shirt section garments which have already been folded and ironed;
- (5) machine patent turning, i.e. operating any form of automatic or semi-automatic machine which turns out or turns over the edges of points of collars, bands, cuffs, tabs, pockets, including the semi-automatic machine making collar tabs;

- (6) die plekke vir die sakke, knope of knoopsgate in die hemde-afdeling afmerk;
- (7) hemde inmeekaarspeld;
- (8) patrone op onderklere vasspeld;
- (9) afsny, d.w.s. die fatsoen van halse in die hemde-afdeling afmerk ter voorbereiding van ander bewerkinge daarvan;
- (10) sorteer, d.w.s. hemde, boordjies, pijamas en ander nagklere vir verskillende werksaamhede sorteer en afvalstukkies kouse losryg om weer opgewen te word;
- (11) verpakker in die klerasie- en/of hemde-afdeling, d.w.s. kledingstukke in dose of ander geskikte houers verpak of kledingstukke in bondels bymeekaarmaak voordat dit na die versendingsafdeling gaan;
- (12) gewone naaldwerker, 'n werknemer wat met die hand een of meer van die volgende werksaamhede verrig:—

Kruisvoerings onsigbaar in broeke omsoom; sitvlakke omsoom; permanente omslae omsoom; lyfbandvoerings of dele daarvan onsigbaar omsoom; hakies in broekbande vaswerk, en verskillende bykomstige naaiwerkies; halse of mousgate van onderbaadjies onsigbaar omsoom; kraagomslae of lapelle opstop; soomkoorde met die hand vaswerk; bevestiging van randverstywers en bykomstige naaiwerkies; knope met die hand aanwerk; onderente van voerings of nate daarvan wat reeds vasgeryg is, onsigbaar omsoom; stootkante onsigbaar vassoom; hanglissies maak en aanwerk; belegsels wat reeds ingeryg is binne vaswerk; seildoekvoerings maak;

- (13) tafelassistent, 'n vroulike werknemer wat werk uitvoer i.v.m. waterdigting-prosesse deur nate en rande met rubberlym toe te smeer en dit dan met 'n klein hout-handrol plat te rol;
- (14) stempelaar, d.w.s. die groottes en/of uitkenningswerknommers op kledingstukke of gedeeltes van kledingstukke stempel;
- (15) plooiër;
- (16) enigeen van die volgende werksaamhede in die brei-afdeling verrig—

Wasringmakers; trekbusbedieners; skoonmakers; vouers; vouers en omdraaiers; fatsoeneer; sjabloneer of oorbring met hand of masjien; verpak; behalwe verpak vir versending; opwin en skeer.

„hoofsnier”, 'n gekwalifiseerde snier soos in die Ooreenkoms omskryf, wat verantwoordelik is vir die snyafdeling van 'n inrigting;

„uurloon” of „uurskaal”, die weeklikse loon by artikel 4 (1) van die Ooreenkoms vir die onderskeie klasse bepaal, gedeel deur 42½;

„binnevoeringsnyer” in die hemde-afdeling, 'n werknemer wat uitsluitlik voerings vir hemde, boordjies, pijamas en ander nagklere uitsny;

„laemaker”, 'n werknemer wat die materiaal in lae rangskik om gesny te word;

„leerling”, 'n werknemer wie se dienstyd of -tye hom nie in aanmerking bring vir die betaling van die loon vir gekwalifiseerdes aan hom wat vir 'n werknemer van sy klas voorgeskryf is nie;

„bode”, 'n vroulike werknemer in diens om boodskappe of kledingstukke of dele van kledingstukke van een bewerking na 'n ander in die inrigting te dra;

„maandloon”, die weekloon vermenigvuldig met 4½;

„motorvoertuigbestuurder”, 'n werknemer in diens om 'n motorvoertuig te bestuur en vir die toepassing van hierdie woordskrywing omvat „'n motorvoertuig bestuur” alle bestuurtye asook enige tyd deur die bestuurder bestee aan werk i.v.m. die voertuig of die vraag en alle tye waarin dit van hom vereis word om op sy pos te wees, gereed om te bestuur; deeltydse motorvoertuigbestuurder”, 'n werknemer in diens om 'n motorvoertuig vir hoogstens drie uur altesaam op 'n dag te bestuur en vir die toepassing van hierdie woordskrywing omvat „'n motorvoertuig bestuur” alle bestuurtye asook tyd deur die bestuurder bestee terwyl hy vir die voertuig verantwoordelik is of werk i.v.m. die voertuig of die vraag verrig;

„patentemasjien”, 'n knoop-, knoopsgat-, opstop- of omsoom-masjien;

„stukwerk”, enige stelsel waarvolgens verdienste op hoeveelheid of omvang van gedane werk bereken word;

„gekwalifiseer”, t.o.v. 'n werknemer in die nywerheid, 'n werknemer uitgesonderd 'n voorman of manlike toesighouer, 'n voorvrou of vroulike toesighouer, 'n leerling of 'n ongeskoolde arbeider, werktuigkundige, opsigter, assistent-versendingsverpakker, bestuurder van 'n voertuig of wag;

„groepleier”, 'n werknemer wat verantwoordelik is vir die werk verrig deur die werknemers wat 'n groep of span onder sy toesig uitmaak;

„werkersgroep” (somsyds ook 'n „groep” genoem), 'n span werknemers van drie of meer in getal wat werksaamhede stuksgewys verrig in verband met die maak van kledingstukke, gewoonlik onder toesig van 'n leier;

„hemde-afdeling”, daardie afdeling van die klerasiennywerheid waar hemde, boordjies, dasse, pijamas en ander nagklere gemaak word;

„korttyd”, 'n tydelike vermindering van die getal gewone weeklikse werke in 'n inrigting as gevolg van werkslapte of ander vereistes van die handel;

- (6) marking the position of pockets, buttons or button-holes in the shirt section;
- (7) pinning shirts;
- (8) pinning underwear motifs;
- (9) sloping, i.e. marking or trimming the shape of the necks in the shirt section preparatory to other operations;
- (10) sorting, i.e. sorting out shirts, collars, pyjamas and other nightwear for various operations or sorting out and unravelling waste pieces of hose prior to back-winding;
- (11) packer in the clothing and/or shirt sections, i.e. packing garments into boxes or other suitable wrapping or assembling garments into bundles prior to their being sent to the despatch department;
- (12) plain-sewing, i.e. performing by hand one or more of the following operations:—

Felling crutch linings in trousers; felling bottoms; fastening permanent turn-up; felling waistband linings or part thereof; fastening catch in tops of trousers and various odds and ends of sewing; felling necks or armholes of vests; padding collars or lapels; putting on bridles by hand; fastening edge-stays and odds and ends of sewing; sewing on buttons by hand; felling bottoms of linings or seams of same already basted into position; felling bindings; making and sewing on hangers; fastening facings inside already basted into position; making canvases;

- (13) table-hand, is a female employee engaged in water-proofing processes on the work of smearing rubber solution upon seams or edges and rolling them over with a small wooden hand roller;
- (14) stamper, i.e. stamping sizes and/or identifying work-numbers on garments or parts of garments;
- (15) crimper;
- (16) performing any of the following operations in the knitting section:—

Wax ring makers; Draw-thread operators; Cleaners; Folders; Folders and Turners; Forming; Stencil-ing or transferring by hand or machine; Packing; other than despatch packing; Winding and Warping.

„head-cutter” means a qualified cutter as defined in the Agreement who is in charge of the cutting department of an establishment;

„hourly rate” or „hourly wage” means the weekly wage prescribed in section 4 (1) of this Agreement, for the respective classes, divided by 42½;

„interlining cutter” in the shirt section, means an employee employed solely in cutting linings for shirts, collars, pyjamas and other nightwear;

„layer-up” means an employee engaged in laying up material 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;

„messenger” means a female employee engaged in carrying messages or garments or parts of garments from one operation to another within the establishment;

„monthly wage” means the weekly wage multiplied by 4½;

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

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

„patent machine” means a button, button-hole, padding or felling machine;

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

„qualified” means in relation to an employee in the industry, an employee other than a foreman or male supervisor, a forewoman or female supervisor, a learner or an unskilled labourer, mechanic, caretaker, assistant despatch packer, driver of a vehicle or watchman;

„set-leader” means an employee who is responsible for the work executed by the employees composing a set or team under his charge;

„set of workers” (sometimes referred to as a „set”) means a team of employees numbering three or more, engaged in performing sectional operations in the making up of garments usually under the direction of a leader;

„shirt-section” means that section of the clothing industry in which are made shirts, collars, ties, pyjamas and other nightwear;

„short-time” means a temporary reduction in the number of ordinary weekly hours of work in an establishment due to slackness of work or other exigencies of trade;

„magasynmeester”, ’n werknemer algemeen verantwoordelik vir goedere en/of afgewerkte produkte en wat verantwoordelik is vir goedere in ’n magasyn of pakhuis ontvang, bewaar, verpak of uitpak en/of goedere van ’n magasyn of pakhuis aan die verbruiksafdelings van ’n inrigting of vir versending lewer;

„taakwerk”, die opdrag van ’n werkgewer (of sy verteenwoordiger) aan ’n werknemer om ’n bepaalde getal kledingstukke of dele van kledingstukke binne ’n gespesifiseerde tyd klaar te maak;

„teemaakster”, ’n werknemer wat tee of dergelike drankte maak en wat koppies, pierings en kombuisgerei kan was en wat verantwoordelik kan wees vir die skoonmaak van die kombuis en/of eetkamers en/of ruskamers;

„reisiger”, ’n werknemer wat, as die reisende verteenwoordiger van ’n inrigting, namens dié inrigting bestellings van persone inwag, werf of solisiteer vir die verkoop en/of lewering van goedere aan hulle;

„reisiger se bestuurder”, ’n werknemer wat die reisiger op sy reis vergesel en die reisiger help om te bestuur en om monsterte verpak, uit te pak en ten toon te stel;

„opmaker”, in die klerasie-afdeling, ’n werknemer wat voerings afmerk en/of sny;

„onderperser”, in die klerasie-afdeling, ’n werknemer uitgesonderd ’n perser, wat perswerk verrig;

„ongeskoolde arbeider”, ’n werknemer wat persele vee of gerei skoonmaak en omvat ’n manlike werknemer wat voertuie laai en aflaai en/of goedere aflewer en ’n manlike werknemer van 21 jaar en ouer, wat die werk van boodskapper verrig;

„wag”, ’n werknemer in diens om persele, geboue of ander eiendom te bewaak.

By die indeling van ’n werknemer vir die toepassing van hierdie Ooreenkoms, word dit beskou dat hy in dié klas val waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE EN LEWENSKOSTETOELAES.

(1) Onderworpe aan die bepalings van subartikel (11), moet ondergenoemde minimum lone en lewenskostetoelaes aan ondergenoemde klasse werknemers betaal en deur hulle aangeneem word:—

DEEL A.—SNYAFDELING.

	Basiese loon.			Lewenskostetoelaes.			Totaal.		
	£	s.	d.	£	s.	d.	£	s.	d.
(i) Hoofsnier.....	11	7	6	3	10	0	14	17	6
(ii) Snier—									
(a) Gekwalifiseer.....	7	12	6	3	10	0	11	2	6
(b) Leerling—									
Eerste jaar—									
Eerste ses maande...	1	10	0	0	14	6	2	4	6
Tweede ses maande...	1	12	6	0	18	9	2	11	3
Tweede jaar—									
Eerste ses maande...	2	0	0	0	19	9	2	19	9
Tweede ses maande...	2	4	0	1	1	0	3	5	0
Derde jaar—									
Eerste ses maande...	2	7	0	1	2	6	3	9	6
Tweede ses maande...	2	12	6	1	7	6	4	0	0
Vierde jaar—									
Eerste ses maande...	3	15	0	2	1	3	5	16	3
Tweede ses maande...	4	12	6	2	8	0	7	0	6
Vyfde jaar—									
Eerste ses maande...	5	10	0	2	18	0	8	8	0
Tweede ses maande...	6	7	6	3	8	9	9	16	3
Daarna die loon wat in									
(a) genoem word, nl.,	7	12	6	3	10	0	11	2	6
(iii) Binnevoeringsnier, opmaker—									
(a) Gekwalifiseer.....	4	12	6	2	8	0	7	0	6
(b) Leerling—									
Eerste jaar—									
Eerste ses maande...	1	10	0	0	14	6	2	4	6
Tweede ses maande...	1	12	6	0	18	9	2	11	3
Tweede jaar—									
Eerste ses maande...	2	0	0	0	19	9	2	19	9
Tweede ses maande...	2	4	0	1	1	0	3	5	0
Derde jaar—									
Eerste ses maande...	2	7	0	1	2	6	3	9	6
Tweede ses maande...	2	12	6	1	7	6	4	0	0
Vierde jaar—									
Eerste ses maande...	3	0	0	1	9	9	4	9	9
Tweede ses maande...	3	7	3	1	13	3	5	0	6
Vyfde jaar—									
Eerste ses maande...	3	15	0	2	1	3	5	16	3
Tweede ses maande...	4	12	6	2	8	0	7	0	6
Daarna die loon wat in									
(a) genoem word, nl.,	4	12	6	2	8	0	7	0	6

„storeman” means an employee in general charge of stores and/or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or a warehouse and/or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

„task-work” means the setting by an employer (or his representative) to an employee of a stated number of garments or portion of garments to be erected by such employee within a specified time;

„tea-girl” means an employee who makes tea or similar beverages and who may wash cups, saucers and kitchen utensils and who may be responsible for cleaning the kitchen and/or lunch and/or rest rooms;

„traveller” means an employee who, as the travelling representative of an establishment, on behalf of such establishment invites, canvasses or solicits orders from persons for the sale and/or supply to them of goods;

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

„trimmer” in the clothing section means an employee employed in marking in linings and/or cutting linings;

„under-presser” in the clothing section, means an employee other than a presser, employed in pressing processes;

„unskilled labourer” means an employee engaged in sweeping or cleaning premises, or utensils, and shall include a male employee engaged in loading and unloading vehicles and an employee of the age of 21 years or over who performs the duties of an errand boy;

„watchman” means an employee engaged in guarding premises, buildings or other property.

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

4. WAGES AND COST OF LIVING ALLOWANCES.

(1) Subject to the provisions of sub-section (11) the minimum weekly wages and cost-of-living allowances that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:—

PART A.—CUTTING DEPARTMENT.

	Basic Wage.			Cost of Living Allowance.			Total.		
	£	s.	d.	£	s.	d.	£	s.	d.
(i) Head cutter.....	11	7	6	3	10	0	14	17	6
(ii) Cutter—									
(a) Qualified.....	7	12	6	3	10	0	11	2	6
(b) Learner—									
First year—									
First six months....	1	10	0	0	14	6	2	4	6
Second six months...	1	12	6	0	18	9	2	11	3
Second year—									
First six months....	2	0	0	0	19	9	2	19	9
Second six months...	2	4	0	1	1	0	3	5	0
Third year—									
First six months....	2	7	0	1	2	6	3	9	6
Second six months...	2	12	6	1	7	6	4	0	0
Fourth year—									
First six months....	3	15	0	2	1	3	5	16	3
Second six months...	4	12	6	2	8	0	7	0	6
Fifth year—									
First six months....	5	10	0	2	18	0	8	8	0
Second six months...	6	7	6	3	8	9	9	16	3
Thereafter the wage specified in (a), i.e.,	7	12	6	3	10	0	11	2	6
(iii) Interlining cutter, trimmer—									
(a) Qualified.....	4	12	6	2	8	0	7	0	6
(b) Learner—									
First year—									
First six months....	1	10	0	0	14	6	2	4	6
Second six months...	1	12	6	0	18	9	2	11	3
Second year—									
First six months....	2	0	0	0	19	9	2	19	9
Second six months...	2	4	0	1	1	0	3	5	0
Third year—									
First six months....	2	7	0	1	2	6	3	9	6
Second six months...	2	12	6	1	7	6	4	0	0
Fourth year—									
First six months....	3	0	0	1	9	9	4	9	9
Second six months...	3	7	3	1	13	3	5	0	6
Fifth year—									
First six months....	3	15	0	2	1	3	5	16	3
Second six months....	4	12	6	2	8	0	7	0	6
Thereafter the wage specified in (a), i.e.,	4	12	6	2	8	0	7	0	6

	Basiese loon.		Lewens-koste-toelae.		Totaal.	
	£	s. d.	£	s. d.	£	s. d.
(c) Indien bevorder tot leerlingsnyer—						
Sesde jaar—						
Eerste ses maande....	5	10 0	2	18 0	8	8 0
Tweede ses maande..	6	7 6	3	8 9	9	16 3
Daarna die loon in (ii)						
(a) genoem, nl.....	7	12 6	3	10 0	11	2 6
(iv) Laemaker—						
(a) Gekwalifiseer.....	3	0 0	1	9 9	4	9 9
(b) Leerling—						
Eerste jaar—						
Eerste ses maande....	1	10 0	0	14 6	2	4 6
Tweede ses maande..	1	12 6	0	18 9	2	11 3
Tweede jaar—						
Eerste ses maande....	2	0 0	0	19 9	2	19 9
Tweede ses maande..	2	4 0	1	1 0	3	5 0
Derde jaar—						
Eerste ses maande....	2	7 0	1	2 6	3	9 6
Tweede ses maande..	2	12 6	1	7 6	4	0 0
Daarna die loon wat in						
(a) genoem word, nl..	3	0 0	1	9 9	4	9 9
(c) Indien bevorder tot leerlingsnyer—						
Vierde jaar—						
Eerste ses maande....	3	15 0	2	1 3	5	16 3
Tweede ses maande..	4	12 6	2	8 0	7	0 6
Vyfde jaar—						
Eerste ses maande....	5	10 0	2	18 0	8	8 0
Tweede ses maande..	6	7 6	3	8 9	9	16 3
Daarna die loon in (ii)						
(a) genoem, nl.....	7	12 6	3	10 0	11	2 6

DEEL B.—FABRIEKSWERKERS.

	Basiese loon.		Lewens-koste-toelae.		Totaal.	
	£	s. d.	£	s. d.	£	s. d.
Graad I, werknemer, manlik—						
(a) Gekwalifiseer.....	5	10 0	2	18 0	8	8 0
(b) Leerling—						
Eerste jaar—						
Eerste ses maande....	1	10 0	0	14 6	2	4 6
Tweede ses maande..	1	12 6	0	18 9	2	11 3
Tweede jaar—						
Eerste ses maande....	2	0 0	0	19 9	2	19 9
Tweede ses maande..	2	7 0	1	2 6	3	9 6
Derde jaar—						
Eerste ses maande....	2	12 6	1	7 6	4	0 0
Tweede ses maande..	3	0 0	1	9 9	4	9 9
Vierde jaar—						
Eerste ses maaande....	3	7 3	1	13 3	5	0 6
Tweede ses maande..	3	15 0	2	1 3	5	16 3
Vyfde jaar—						
Eerste ses maande....	4	3 0	2	4 3	6	7 3
Tweede ses maande..	4	12 6	2	8 0	7	0 6
Daarna die loon wat in						
(a) genoem is, nl....	5	10 0	2	18 0	8	8 0
Graad II-werknemer, manlik—						
(a) Gekwalifiseer.....	3	7 6	1	13 3	5	0 9
(b) Leerling—						
Eerste jaar—						
Eerste ses maande....	1	10 0	0	14 6	2	4 6
Tweede ses maande..	1	12 6	0	18 9	2	11 3
Tweede jaar—						
Eerste ses maande....	2	0 0	0	19 9	2	19 9
Tweede ses maande..	2	7 0	1	2 6	3	9 6
Derde jaar—						
Eerste ses maande....	2	12 6	1	7 6	4	0 0
Tweede ses maande..	3	0 0	1	9 9	4	9 9
Daarna die loon wat in						
(a) genoem is, nl....	3	7 6	1	13 3	5	0 9
Graad I-werknemer, vroulik—						
(a) Gekwalifiseer.....	3	7 6	1	13 3	5	0 9
(b) Leerling maar nie dié wat 'n vervoerband bedien nie—						
Eerste jaar—						
Eerste ses maande....	1	10 0	0	14 6	2	4 6
Tweede ses maande..	1	12 6	0	18 9	2	11 3

	Basic Wage.		Cost of Living Allowance.		Total.	
	£	s. d.	£	s. d.	£	s. d.
(c) If advanced to learner cutter—						
Sixth year—						
First six months....	5	10 0	2	18 0	8	8 0
Second six months...	6	7 6	3	8 9	9	16 3
Thereafter the wage specified in (ii) (a), i.e.	7	12 6	3	10 0	11	2 6
(iv) Layer-up—						
(a) Qualified.....	3	0 0	1	9 9	4	9 9
(b) Learner—						
First year—						
First six months....	1	10 0	0	14 6	2	4 6
Second six months...	1	12 6	0	18 9	2	11 3
Second year—						
First six months....	2	0 0	0	19 9	2	19 9
Second six months...	2	4 0	1	1 0	3	5 0
Third year—						
First six months....	2	7 0	1	2 6	3	9 6
Second six months...	2	12 6	1	7 6	4	0 0
Thereafter the wage specified in (a).....	3	0 0	1	9 9	4	9 9
(c) If advanced to learner cutter—						
Fourth year—						
First six months....	3	15 0	2	1 3	5	16 3
Second six months...	4	12 6	2	8 0	7	0 6
Fifth year—						
First six months....	5	10 0	2	18 0	8	8 0
Second six months....	6	7 6	3	8 9	9	16 3
Thereafter the wage specified in (ii) (a), i.e.	7	12 6	3	10 0	11	2 6

PART B.—FACTORY OPERATIVES.

	Basic Wage.		Cost of Living Allowance.		Total.	
	£	s. d.	£	s. d.	£	s. d.
Grade I employee, male—						
(a) Qualified.....	5	10 0	2	18 0	8	8 0
(b) Learner—						
First year—						
First six months....	1	10 0	0	14 6	4	2 6
Second six months...	1	12 6	0	18 9	2	11 3
Second year—						
First six months....	2	0 0	0	19 9	2	19 9
Second six months...	2	7 0	1	2 6	3	9 6
Third year—						
First six months....	2	12 6	1	7 6	4	0 0
Second six months...	3	0 0	1	9 9	4	9 9
Fourth year—						
First six months....	3	7 3	1	13 3	5	0 6
Second six months...	3	15 0	2	1 3	5	16 3
Fifth year—						
First six months....	4	3 0	2	4 3	6	7 3
Second six months...	4	12 6	2	8 0	7	0 6
Thereafter the wage specified in (a), i.e....	5	10 0	2	18 0	8	8 0
Grade II employee, male—						
(a) Qualified.....	3	7 6	1	13 3	5	0 9
(b) Learner—						
First year—						
First six months....	1	10 0	0	14 6	2	4 6
Second six months...	1	12 6	0	18 9	2	11 3
Second year—						
First six months....	2	0 0	0	19 9	2	19 9
Second six months...	2	7 0	1	2 6	3	9 6
Third year—						
First six months....	2	12 6	1	7 6	4	0 0
Second six months...	3	0 0	1	9 9	4	9 9
Thereafter the wage in (a), i.e.....	3	7 6	1	13 3	5	0 9
Grade I employee, female—						
(a) Qualified.....	3	7 6	1	13 3	5	0 9
(b) Learner, other than those engaged in operating on a conveyor—						
First year—						
First six months....	1	10 0	0	14 6	2	4 6
Second six months....	1	12 6	0	18 9	2	11 3

	Basiese loon.		Lewens- koste- toelae.		Totaal.	
	£	s. d.	£	s. d.	£	s. d.
Tweede jaar—						
Eerste ses maande....	2	0	0	19	2	19
Tweede ses maande..	2	7	1	2	3	9
Derde jaar—						
Eerste ses maande....	2	12	1	7	4	0
Tweede ses maande..	3	0	1	9	4	9
Daarna die loon wat in (a) genoem word, nl..	3	7	1	13	5	0
(c) Leerling wat in vervoer- band bedien—						
Eerste jaar—						
Eerste ses maande....	1	10	0	16	2	6
Tweede ses maande..	1	15	0	17	2	12
Tweede jaar—						
Eerste ses maande....	2	4	1	1	3	5
Tweede ses maande..	2	8	1	5	3	13
Derde jaar—						
Eerste ses maande....	2	12	1	7	4	0
Tweede ses maande..	3	0	1	9	4	9
Daarna die loon wat in (a) genoem is, nl....	3	7	1	13	5	0
Graad II-werknemer, vrou- lik—						
(a) Gekwalifiseer.....	2	12	0	1	3	17
(b) Ongekwalifiseer—						
Eerste jaar—						
Eerste ses maande....	1	10	0	14	2	4
Tweede ses maande..	1	12	0	18	2	11
Tweede jaar—						
Eerste ses maande....	2	0	0	19	2	19
Tweede ses maande..	2	4	1	1	3	5
Derde jaar—						
Eerste ses maande....	2	7	1	2	3	9
Tweede ses maande..	2	8	1	5	3	13
Daarna die loon wat in (a) genoem is, nl....	2	12	0	1	3	17
Boodskapper en/of bode—						
(a) Gekwalifiseer.....	2	7	1	2	3	9
(b) Leerling—						
Eerste jaar—						
Eerste ses maande....	1	10	0	14	2	4
Tweede ses maande..	1	12	0	18	2	11
Tweede jaar—						
Eerste ses maande....	2	0	0	19	2	19
Tweede ses maande..	2	4	1	1	3	5
Daarna die loon wat in (a) genoem is, nl....	2	7	1	2	3	9
Onderperser—						
(a) Gekwalifiseer.....	4	12	2	8	7	0
(b) Leerling—						
Eerste jaar—						
Eerste ses maande....	1	10	0	14	2	4
Tweede ses maande..	1	12	0	18	2	11
Tweede jaar—						
Eerste ses maande....	2	0	0	19	2	19
Tweede ses maande..	2	4	1	1	3	5
Derde jaar—						
Eerste ses maande....	2	7	1	2	3	9
Tweede ses maande..	2	12	1	7	4	0
Vierde jaar—						
Eerste ses maande....	3	0	1	9	4	9
Tweede ses maande..	3	7	1	13	5	0
Vyfde jaar—						
Eerste ses maande....	3	15	2	1	5	16
Tweede ses maande..	4	3	2	4	6	7
Daarna die loon wat in (a) genoem is, nl....	4	12	2	8	7	0
(c) Indien tot leerling-perser bevorder—						
Sesde jaar—						
Eerste ses maande....	4	12	2	8	7	0
Tweede ses maande..	5	0	2	14	7	14
Daarna die loon wat vir 'n gekwalifiseerde Graad I-werknemer, manlik, genoem is...	5	10	2	18	8	8

	Basic Wage.		Cost of living Allowance.		Total.	
	£	s. d.	£	s. d.	£	s. d.
Second year—						
First six months.....	2	0	0	19	2	19
Second six months...	2	7	1	2	3	9
Third year—						
First six months.....	2	12	1	7	4	0
Second six months...	3	0	1	9	4	9
Thereafter the wage specified in (a), i.e....	3	7	1	13	5	0
(c) Learner engaged in op- erating on a conveyor—						
First year—						
First six months.....	1	10	0	16	2	6
Second six months...	1	15	0	17	2	12
Second year—						
First six months.....	2	4	1	1	3	5
Second six months...	2	8	1	5	3	13
Third year—						
First six months.....	2	12	1	7	4	0
Second six months...	3	0	1	9	4	9
Thereafter the wage specified in (a), i.e....	3	7	1	13	5	0
Grade II employee, female—						
(a) Qualified.....	2	12	1	5	3	17
(b) Unqualified—						
First year—						
First six months.....	1	10	0	14	2	4
Second six months...	1	12	0	18	2	11
Second year—						
First six months.....	2	0	0	19	2	19
Second six months....	2	4	1	1	3	5
Third year—						
First six months.....	2	7	1	2	3	9
Second six months...	2	8	1	5	3	13
Thereafter the wage specified in (a), i.e....	2	12	1	5	3	17
Messenger and/or errand Boy—						
(a) Qualified.....	2	7	1	2	3	9
(b) Learner—						
First year—						
First six months.....	1	10	0	14	2	4
Second six months....	1	12	0	18	2	11
Second year—						
First six months.....	2	0	0	19	2	19
Second six months...	2	4	1	1	3	5
Thereafter the wage specified in (a), i.e....	2	7	1	2	3	9
Under presser—						
(a) Qualified.....	4	12	2	8	7	0
(b) Learner—						
First year—						
First six months.....	1	10	0	14	2	4
Second six months...	1	12	0	18	2	11
Second year—						
First six months.....	2	0	0	19	2	19
Second six months...	2	4	1	1	3	5
Third year—						
First six months.....	2	7	1	2	3	9
Second six months...	2	12	1	7	4	0
Fourth year—						
First six months.....	3	0	1	9	4	9
Second six months...	3	7	1	13	5	0
Fifth year—						
First six months.....	3	15	2	1	5	16
Second six months...	4	3	2	4	6	7
Thereafter the wage specified in (a), i.e....	4	12	2	8	7	0
(c) if advanced to learner presser—						
Sixth year—						
First six months.....	4	12	2	8	7	0
Second six months...	5	0	2	14	7	14
Thereafter the wage specified for a quali- fied Grade I employee (male).....	5	10	2	18	8	8

DEEL C.—KLERKLIKE WERKNEMERS EN HANDELS-REISIGERS.

	Basiese loon.		Lewens-koste-toelae.		Totaal.	
	£	s. d.	£	s. d.	£	s. d.
Klerklike werknemers (manlik)						
Eerste jaar ervaring.....	1	17 9	1	0 1	2	17 10
Tweede jaar ervaring.....	2	10 3	1	7 3	3	17 6
Derde jaar ervaring.....	3	12 3	2	0 5	5	12 8
Vierde jaar ervaring.....	4	17 0	2	12 10	7	9 10
Vyfde jaar ervaring.....	6	3 0	3	7 1	9	10 1
Daarna.....	7	0 6	3	14 10	10	15 4
Klerklike werknemers (vroulik)—						
Eerste jaar ervaring.....	1	17 9	1	0 1	2	17 10
Tweede jaar ervaring.....	2	4 6	1	2 10	3	7 4
Derde jaar ervaring.....	2	10 3	1	7 3	3	17 6
Vierde jaar ervaring.....	2	16 9	1	10 3	4	7 0
Daarna.....	3	12 3	2	0 5	4	12 8
Versendingsverpakkers.....	3	0 0	1	9 9	4	9 9
Assistent-versendingsverpakkers..	2	7 0	1	2 6	3	9 6
Handelsreisiger, manlik, gekwalifiseer.....	10	7 8	3	14 10	14	2 6
Handelsreisiger, manlik, ongekwali- fiseer—						
Gedurende eerste ses maande ervaring.....	5	15 5	3	2 2	8	17 7
Gedurende tweede ses maande ervaring.....	6	6 11	3	7 1	9	14 0
Gedurende derde ses maande ervaring.....	6	18 6	3	14 10	10	13 4
Gedurende vierde ses maande ervaring.....	7	10 0	3	14 10	11	4 10
Gedurende vyfde ses maande ervaring.....	8	1 6	3	14 10	11	16 4
Gedurende sesde ses maande ervaring.....	8	13 1	3	14 10	12	7 11
Gedurende sewende ses maande ervaring.....	9	4 7	3	14 10	12	19 5
Gedurende agste ses maande ervaring.....	9	16 2	3	14 10	13	11 0
Handelsreisiger, vroulik, gekwalifiseer.....	8	8 6	3	14 10	12	3 4
Handelsreisiger, vroulik ongekwali- fiseer—						
Gedurende eerste ses maande ervaring.....	4	12 4	2	12 10	7	5 2
Gedurende tweede ses maande ervaring.....	5	1 10	2	17 3	7	19 1
Gedurende derde ses maande ervaring.....	5	11 4	3	2 2	8	13 6
Gedurende vierde ses maande ervaring.....	6	0 10	3	7 1	9	7 11
Gedurende vyfde ses maande ervaring.....	6	10 5	3	14 10	10	5 3
Gedurende sesde ses maande ervaring.....	6	19 11	3	14 10	10	14 9
Gedurende sewende ses maande ervaring.....	7	9 5	3	14 10	11	4 3
Gedurende agste ses maande ervaring.....	7	18 11	3	14 10	11	13 9

DEEL D.—ALGEMEEN.

	Basiese loon.		Lewens-koste-toelae.		Totaal.	
	£	s. d.	£	s. d.	£	s. d.
Ketelbediener.....	2	17 6	1	12 3	4	9 9
Dryfbandhersteller, gekwalifiseer.	2	12 0	1	5 0	3	17 0
Dryfbandhersteller, ongekwali- fiseer—						
Eerste ses maande ervaring..	1	10 0	0	14 6	2	4 6
Tweede ses maande ervaring...	1	12 6	0	18 9	2	11 3
Derde ses maande ervaring...	2	0 0	0	19 9	2	19 9
Vierde ses maande ervaring...	2	4 0	1	1 0	3	5 0
Vyfde ses maande ervaring...	2	7 0	1	2 6	3	9 6
Sesde ses maande ervaring...	2	8 6	1	5 0	3	13 6
Daarna.....	2	12 0	1	5 0	3	17 0
Voorman of manlike opsigter..	7	0 0	3	8 0	10	8 0
Voorvrou of vroulike opsigter...	4	5 0	2	4 3	6	9 3
Ongeskoolde arbeider.....	2	7 6	1	6 0	3	13 6
Motorvoertuigbestuurder.....	5	14 9	2	18 0	8	12 9
Motorvoertuigbestuurder (deel- tyds).....	3	0 0	1	13 3	4	13 3
Handelsreisiger se bestuurder...	2	10 0	1	6 0	3	16 0
Wag.....	3	0 0	1	9 9	4	9 9
Teemaakster.....	2	7 0	1	2 6	3	9 6

LEWENSKOSTETOELAES.

L.W.—Bogenoemde toelae is betaalbaar aan alle werknemers wat die minimum voorgeskrewe lone ontvang.

Persone wat hoër lone ontvang as dié wat voorgeskryf word, is geregtig op die volgende skaal van toelae onderworpe aan die volgende voorwaardes:—

- (i) In geen geval mag die totale bedrag van lone en toelae wat betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder word nie;

PART C.—CLERICAL AND TRAVELLERS.

	Basic Wage.		Cost of Living Allowance.		Total.	
	£	s. d.	£	s. d.	£	s. d.
Clerical employees (male)—						
First year of experience.....	1	17 9	1	0 1	2	17 10
Second year of experience.....	2	10 3	1	7 3	3	17 6
Third year of experience.....	3	12 3	2	0 5	5	12 8
Fourth year of experience.....	4	17 0	2	12 10	7	9 10
Fifth year of experience.....	6	3 0	3	7 1	9	10 1
Thereafter.....	7	0 6	3	14 10	10	15 4
Clerical employees (female)—						
First year of experience.....	1	17 9	1	0 1	2	17 10
Second year of experience.....	2	4 6	1	2 10	3	7 4
Third year of experience.....	2	10 3	1	7 3	3	17 6
Fourth year of experience.....	2	16 9	1	10 3	4	7 0
Thereafter.....	3	12 3	2	0 5	5	12 8
Despatch packers.....	3	0 0	1	9 9	4	9 9
Assistant despatch packers.....	2	7 0	1	2 6	3	9 6
Traveller, male, qualified.....	10	7 8	3	14 10	14	6 2
Traveller, male, unqualified—						
During First six months of experience.....	5	15 5	3	2 2	8	17 7
During second six months of experience.....	6	6 11	3	7 1	9	14 0
During third six months of experience.....	6	18 6	3	14 10	10	13 4
During fourth six months of experience.....	7	10 0	3	14 10	11	4 10
During fifth six months of experience.....	8	1 6	3	14 10	11	16 4
During sixth six months of experience.....	8	13 1	3	14 10	12	7 11
During seventh six months of experience.....	9	4 7	3	14 10	12	19 5
During eighth six months of experience.....	9	16 2	3	14 10	13	11 0
Traveller, female, qualified.....	8	8 6	3	14 10	12	3 4
Traveller, female, unqualified—						
During first six months of experience.....	4	12 4	2	12 10	7	5 2
During second six months of experience.....	5	1 10	2	17 3	7	19 1
During third six months of experience.....	5	11 4	3	2 2	8	13 6
During fourth six months of experience.....	6	0 10	3	7 1	9	7 11
During fifth six months of experience.....	6	10 5	3	14 10	10	5 3
During sixth six months of experience.....	6	19 11	3	14 10	10	14 9
During seventh six months of experience.....	7	9 5	3	14 10	11	4 3
During eighth six months of experience.....	7	18 11	3	14 10	11	13 9

PART D.—GENERAL.

	Basic Wage.		Cost of Living Allowance.		Total.	
	£	s. d.	£	s. d.	£	s. d.
Boiler attendant.....	2	17 6	1	12 3	4	9 9
Belt boy, qualified.....	2	12 0	1	5 0	3	17 0
Belt boy, unqualified—						
First six months of experience.	1	10 0	0	14 6	2	4 6
Second six months of experience.....	1	12 6	0	18 9	2	11 3
Third six months of experience.....	2	0 0	0	19 9	2	19 9
Fourth six months of experience.....	2	4 0	1	1 0	3	5 0
Fifth six months of experience.....	2	7 0	1	2 6	3	9 6
Sixth six months of experience.....	2	8 6	1	5 0	3	13 6
Thereafter.....	2	12 0	1	5 0	3	17 0
Foreman or male supervisor.....	7	0 0	3	8 0	10	8 0
Forewoman or female supervisor	4	5 0	2	4 3	6	9 3
Unskilled labourer.....	2	7 6	1	6 0	3	13 6
Motor vehicle driver.....	5	14 9	2	18 0	8	12 9
Motor vehicle driver (part-time).	3	0 0	1	13 3	4	13 3
Travellers driver.....	2	10 0	1	6 0	3	16 0
Watchman.....	3	0 0	1	9 9	4	9 9
Tea girl.....	2	7 0	1	2 6	3	9 6

COST OF LIVING ALLOWANCES.

N. B.—The above allowances are payable to all employees in receipt of the minimum wages prescribed.

Persone paid wages in excess of those prescribed are entitled to the following scale of allowances subject to the following conditions:—

- (i) in no case can the total amount of wages and allowances paid as at the date of coming into operation of this Agreement be reduced.

- (ii) In geen geval mag die totaal wat aan basiese lone en lewenskostetoelae uitbetaal word, minder wees as die ooreenstemmende totaal wat elders in hierdie artikel aangegee word vir 'n werknemer van die betrokke klas en ervaring

Basiese loon per week.			Lewens-kostetoelae per week.			Basies loon per week.			Lewens-kostetoelae per week.		
Oor.	tot		s. d.	Oor.	tot		s. d.	Oor.	tot		s. d.
£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1 5 0	1 10 0	14 6	3 5 0	3 10 0	33 3	1 10 0	1 15 0	18 9	3 10 0	3 15 0	41 3
1 15 0	2 0 0	19 9	3 15 0	4 0 0	41 3	2 0 0	2 5 0	21 0	4 0 0	4 10 0	44 3
2 0 0	2 5 0	22 6	4 10 0	5 0 0	48 0	2 5 0	2 10 0	27 6	5 0 0	5 10 0	58 0
2 10 0	2 15 0	29 9	5 10 0	6 0 0	58 0	2 15 0	3 0 0	33 3	6 0 0	6 10 0	66 3
3 0 0	3 5 0	38 0	6 10 0	—	68 0	3 0 0	3 5 0	—	—	—	—

(2) *Groepeliers.*—Bo en behalwe die loon plus lewenskostetoelae wat kragtens subartikel (1) van hierdie artikel bereken word, moet 'n werknemer van wie vereis word om die werk van 'n groepelier te verrig, 'n ekstra ses sjielings en ses pennies per week, sonder ekstra lewenskostetoelae daarop, ontvang en betaal word vir solank hy aldus in diens is.

(3) *Op-maat-werk.*—Bo en behalwe die loon plus lewenskostetoelae wat kragtens subartikel (1) van hierdie artikel aan 'n werknemer (uitgesonderd 'n werknemer wat uitsluitlik afgemerkte kledingstukke uitsny) wat in die klerasie-afdeling in diens is vir die produksie van kledingstukke wat op maat van individuele persone gemaak word, betaalbaar is, moet vir die tyd wat hy in diens is 'n bedrag aan hom betaal word wat tien persent van die loon is wat in subartikel (1) van hierdie artikel voorgeskryf word vir die klas werk waarvoor hy in diens is.

(4) *Minimum loon.*—Ten einde die minimum loon te bereken waarop 'n leerling geregtig word volgens die duur van sy diens, is onderstaande van toepassing:—

(a) Sodanige verhoging is betaalbaar op die datum waarop dit verskuldig word, tensy die werknemer uit eie beweging vir 'n langer tydperk of tydperke van altesaam 7 dae diens afwesig was.

(b) Die datum waarop 'n verhoging van lone aan die werknemer verskuldig word, kan uitgestel word in verhouding tot die getal werkdae bo 7 wat hy uit eie beweging gedurende engeen van die sesmaandelikse kwalifiseertydperke, soos bepaal in subartikel (1) van hierdie artikel, van werk afwesig was.

(5) Geen manlike gekwalifiseerde werknemer, wat op die datum van hierdie Ooreenkoms in die bedryf werksaam is, mag, behalwe met die voorafgaande toestemming van die Raad ontslaan word nie, behalwe wanneer sodanige werknemer deur 'n ander gekwalifiseerde manlike werknemer in dieselfde vak vervang word.

(6) Behalwe met die goedkeuring van die Raad, of tensy anders in hierdie Ooreenkoms bepaal, moet aan 'n werknemer wat van een vak na 'n ander waarvoor lone in hierdie Ooreenkoms voorgeskryf word, by dieselfde werkgever, of as hy by 'n ander werkgever diens aanvaar, oorgeplaas word, die loon betaal word wat voorgeskryf is ten opsigte van die ervaring wat die werknemer in die nywerheid het, afgesien van die vak waarin genoemde ervaring opgedoen is.

(7) *Differensiële lone.*—'n Werknemer wat 'n lid van een klas van sy werknemers verplig of toelaat om vir langer as een uur altesaam op 'n dag of benewens sy eie werk of in plaas daarvan werk van 'n ander klas te verrig, waarvoor of—

(a) 'n loon hoër as dié vir sy eie klas; of

(b) 'n stygende loonskaal wat in 'n hoër loon eindig as dié van sy eie klas, in subklousule (1) voorgeskryf is, moet ten opsigte van daardie dag die volgende aan die werknemer betaal:—

(i) In die geval in paragraaf (a) genoem, minstens een-vyfde van die hoër weeklikse loon wat in subklousule (1) voorgeskryf word; en

(ii) in die geval in paragraaf (b) genoem, minstens een-vyfde van die hoogste weekloon wat in subklousule (1) vir die hoër klas voorgeskryf word;

met dien verstande dat waar die verskil tussen klasse ingevolge die bepalinge van subklousule (1) op ondervinding, geslag of ouderdom berus, die bepalinge van hierdie subklousule nie van toepassing is nie.

(8) 'n Werknemer wat met 'n patentmasjien werk, mag nie minder betaal word as wat aan haar voorganger betaal is toe laasgenoemde opgehou het om met sodanige masjien te werk nie; met dien verstande dat dié beperking nie in die geval van 'n werknemer wat uit eie beweging uit die diens van die betrokke werkgever tree, van toepassing is nie.

(9) Onderworpe aan die bepalinge van subartikel (4) van artikel 5, subartikels (1), (2) en (3) van artikel 12 en subartikel 4 (b) van artikel 11, moet die volle weekloon en lewenskostetoelae aan 'n werknemer betaal word, wat voorgeskryf is in subartikel (1) van hierdie artikel vir 'n werknemer van sy klas, of by die volle tyd of minder gewerk het.

- (ii) in no case can the total paid in basic wages and cost-of-living allowances be less than the corresponding total shown elsewhere in this section for an employee of the class and experience concerned.

Basic Wage per week.			Cost of Living Allowance per week.			Basic Wage per week.			Cost of Living Allowance per week.		
Over	to		s. d.	Over	to		s. d.	Over	to		s. d.
£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1 5 0	1 10 0	14 6	3 5 0	3 10 0	33 3	1 10 0	1 15 0	18 9	3 10 0	3 15 0	41 3
1 15 0	2 0 0	19 9	3 15 0	4 0 0	41 3	2 0 0	2 5 0	21 0	4 0 0	4 10 0	44 3
2 0 0	2 5 0	22 6	4 10 0	5 0 0	48 0	2 5 0	2 10 0	27 6	5 0 0	5 10 0	58 0
2 10 0	2 15 0	29 9	5 10 0	6 0 0	58 0	2 15 0	3 0 0	33 3	6 0 0	6 10 0	66 3
3 0 0	3 5 0	38 0	6 10 0	—	68 0	3 0 0	3 5 0	—	—	—	—

(2) *Set Leaders.*—In addition to the wage plus cost of living allowance computed in terms of sub-section (1) of this section, any employee when called upon to perform the duties of a set-leader, shall receive and be paid an additional six shillings and sixpence per week, with no extra cost of living payable thereon whilst so employed.

(3) *Bespoke Work.*—In addition to the wage plus cost of living allowance payable in terms of sub-section (1) of this section, and employee (other than one exclusively employed in cutting out marked-in garments) who is employed in the clothing section upon the production of garments made to the measurement of individual persons, shall for the time he is employed be paid an amount of ten per cent of the wage prescribed in sub-section (1) of this section for the class of work on which he is employed.

(4) *Minimum Wage.*—For the purpose of computing the minimum wage which a learner will become entitled to by means of the length of his employment, the following shall apply:—

(a) 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 of 7 days in the aggregate.

(b) The accruing date when an increase of wage falls due to the employee, may be advanced to the equivalent of the number of working days, in excess of 7 days that he has been absent from work of his own accord, in any of the six-monthly qualified periods in sub-section (1) of this section.

(5) Except with the consent of the Council first obtained, no qualified male employee engaged in the industry at the date of coming into operation of this Agreement shall be retrenched unless, when replaced, another qualified male employee is employed in the same occupation.

(6) Except with the approval of the Council, or unless otherwise provided for herein, an employee transferred from one occupation to another for which wages are prescribed in this Agreement, either with the same employer or if commencing service with another employer shall be paid the wages prescribed in respect of the experience such an employee has had in the industry irrespective of the occupation in which such experience has been obtained.

(7) *Differential Rates.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class; or

(b) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in sub-clause (1) shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a) not less than one-fifth of the higher weekly wage prescribed in sub-clause (1); and

(ii) in the case referred to in paragraph (b) not less than one-fifth of the highest weekly wage prescribed in sub-clause (1) for the higher class;

provided that where the difference between classes is, in terms of sub-clause (1) based on experience, sex or age, the provisions of this sub-clause shall not apply.

(8) An employee who is engaged to operate a patent machine shall not be paid less than the wage paid to her predecessor at the time the latter ceased to be employed on such a machine; provided that this restriction shall not apply in the case of an employee who leaves the service of the employer concerned of her own accord.

(9) Subject to the provisions of sub-section (4) of section 5, sub-sections (1), (2) and (3) of section 12 and sub-section (4) (b) of Section 11, an employee shall be paid the full weekly wage and cost of living allowance prescribed in sub-section (1) of this section for an employee of his class whether he has worked full time or less.

(10) In 'n inrigting waar geen voorman of voorvrou in diens is nie, is enige werknemer (uitgesonderd 'n groepleier) wat vir die werk van ander werknemers verantwoordelik gehou word, geregtig op en moet hy besoldig word teen minstens die opsigter se loonskaal en lewenskostetoelae voorgeskryf in subartikel (1) van hierdie artikel.

(11) *Lewenskostetoelae*.—Die lewenskostetoelae wat betaal moet word moet dié wees wat in subartikel (1) van hierdie artikel voorgeskryf is, onderworpe aan die volgende voorwaardes:—

- (a) As die toelae wat by Oorlogsmaatreël No. 43 (soos gewysig) of deur enige maatreël wat dit vervang, voorgeskryf is, te eniger tyd verander word terwyl die Ooreenkoms in werking is, moet die toelae wat in subartikel (1) uiteengesit is met dieselfde bedrag in elke loongroep verander word waarmee die toelae vir die ooreenstemmende loongroep ingevolge die Oorlogsmaatreël (of enige maatreël wat dit vervang) verander is, plus 10 persent van die verandering.
- (b) Die toelae wat ingevolge die bepalings van subartikel (1) betaalbaar is, mag nooit minder wees as die ooreenstemmende toelae wat ingevolge die bepalings van die Oorlogsmaatreël (of enige maatreël wat dit vervang) betaalbaar is nie.
- (c) Van die lewenskostetoelae wat ingevolge subartikel (1) betaalbaar is, kan hoegenaamd geen bedrae afgetrek word nie; met dien verstande dat wanneer dit kragtens hierdie Ooreenkoms toegestaan word om van die loon van 'n werknemer 'n bedrag af te trek ten opsigte van enige versuim van sodanige werknemer om die voorwaardes van sy kontrak na te kom, 'n ooreenkomstige *pro rata* bedrag van die lewenskostetoelae wat ten opsigte van dieselfde tydperk betaalbaar is, afgetrek kan word.

5. BETALING VAN LONE.

(1) Niks in hierdie Ooreenkoms vervat, het die uitwerking om die loon wat aan enige werknemer voor of op die datum waarop hierdie Ooreenkoms van krag geword het, betaal is, of waarop hy geregtig was, te verminder nie.

(2) (a) Besoldiging wat aan 'n werknemer verskuldig is moet in kontant op elke Vrydag gedurende werkure betaal word op die plek en tyd wat in die kennisgewing gespesifiseer word, wat ooreenkomstig regulasie 7 (5) ingevolge die Wet opgeplak moet word, maar nie later as 5.30 nm. nie. Tyd wat verloop na die gewone werkure en die tyd wanneer die besoldiging betaal word, word as oortyd beskou. Indien 'n betaaldag op 'n openbare vakansiedag val, moet besoldiging gedurende die werkure van die dag voor die vakansiedag betaal word.

(b) Werknemers in diens op 'n maandelikse basis mag nie later as die laaste dag van elke kalendermaand, of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer val, besoldig word nie.

(c) Met dien verstande dat as die dienskontrak op enige ander werkdag as die gewone betaaldag wat die inrigting beëindig word, alle lone of ander gelde aan die werknemer verskuldig, onmiddellik by diensbeëindiging betaal moet word.

(3) *Loonkoevert*.—Alle lone moet aan werknemers oorhandig word in verskeide koeverte waarop die naam van die werknemer, sy fabrieksnommer en die naam van die werkgever aangegee is. Die loonkoevert moet vermeld die getal ure wat deur die werknemer gewerk is, sy voorgeskrewe weekloon of skaal per uur, bedrae afgetrek ingevolge subartikel (4) van hierdie artikel en subartikels (1), (2) en (3) van artikel 12 (d.w.s. kort tyd), en die datum tot waarop lone of skale wat op die koevert aangegeef is, betaal is.

(4) Geen bedrag van watter aard ook al mag van die bedrag aan 'n werknemer verskuldig, afgetrek word nie, uitgesonderd die volgende:—

- (a) As 'n werknemer van die werk afwesig is kan 'n *pro rata* bedrag vir die tyd wat werklik verloor is, afgetrek word;
- (b) met die skriftelike toestemming van die werknemer aftrekkings vir spaar- en/of verlofondse; met dien verstande dat die stigting of voortsetting van 'n spaar- en/of verlofonds onderworpe is aan die goedkeuring van die Nywerheidsraad, nadat die werkgever aan die Nywerheidsraad 'n bankwaarborg verstrekket het, of ooreengekom het om die geld wat van die lone van sy werknemers afgetrek is, in 'n trustfonds onder toesig van die Nywerheidsraad te stort, en vir kontant voorgeskiet op lone en/of ledegeld aan die vakvereniging-fondse;
- (c) heffings ingevolge artikel 22 en bydraes aan die Siektebystandfonds ingevolge artikel 26 van hierdie Ooreenkoms en vakverenigingsledegeld ingevolge artikel 27 van die Ooreenkoms;
- (d) 'n bedrag wat 'n werkgever ten behoeve van 'n werknemer ingevolge 'n verpligting kragtens enige wet, ordonansie of regseding betaal;
- (e) as 'n werkgever 'n werknemer van 'n skêr voorsien, kan hy as betaling daarvoor 'n bedrag van hoogstens 3d. per week aftrek totdat die prys waarteen die werkgever die skêr gekoop het, terugbetaal is; maar ingeval die werknemer die skêr aan die werkgever terugbesorg, is hy geregtig op terugbetaling van die totale bedrag wat hy betaal het;

(10) In an establishment where a foreman or forewoman is not employed, any employee (other than a set-leader) who is responsible for the work performed by other employees, shall be entitled to and be paid not less than the wage and cost of living allowance prescribed in sub-section (1) of this section for a supervisor.

(11) *Cost of Living Allowances*.—The cost of living allowances payable shall be as provided in sub-section (1) of this section subject to the following conditions:—

- (a) If the allowances prescribed by War Measure No. 43 (as amended) or any measure replacing same, are at any time varied during the period of operation of this Agreement then the allowances set forth in sub-section (1) shall also be varied in each wage group by the same amount by which the allowances for the corresponding wage group under the War Measure (or any measure replacing same) has been varied, plus 10% of such variation.
- (b) The allowances payable in terms of sub-section (1) shall at no time be less than the corresponding allowance payable in terms of the War Measure (or any measure replacing same).
- (c) No deduction whatever shall be made from the cost of living allowance payable in terms of sub-section (1); provided that whenever a deduction from the wages of an employee is permitted by this Agreement in respect of any failure of such employee to fulfill the terms of his contract, a corresponding *pro rata* deduction may be made from the cost-of-living allowance payable in respect of the same period.

5. PAYMENT OF WAGES.

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

(2) (a) Remuneration due to an employee shall be paid in cash each Friday during working hours at the place and time specified in the notice posted up in accordance with regulation 7 (5) under the Act but not later than 5.30 p.m. Any time which may elapse after the normal hours of work and the time at which payment is made shall be deemed to be overtime. If a pay day falls upon a public holiday, payment shall be made during working hours on the day preceding such holiday.

(b) Employees engaged upon a monthly basis shall be paid not later than the last day in each calendar month, or upon the termination of employment if this should take place before the ordinary pay day of the employee.

(c) Provided that where the contract of employment is terminated on any working day other than the ordinary pay day in the establishment, all wages or other moneys due to the employee shall be paid immediately upon termination of employment.

(3) *Wage Envelopes*.—All wages must be handed to employees in sealed envelopes which shall bear the name of the employee, his factory number and the name of the employer. The envelope shall reflect the number of hours worked by the employee, his prescribed weekly wage rate or rate per hour, deductions made in terms of sub-section (4) of this section and sub-section (1), (2) and (3) of section 12 (i.e. short time), and the date up to which the wages or rates shown on the envelope are paid.

(4) No deductions of any description, other than the following, shall be made from the amount due to an employee:—

- (a) When an employee is absent from work, a *pro rata* amount for actual time lost may be deducted.
- (b) With the written consent of the employee, deductions for savings and/or holiday funds; provided that the commencement or continuance of a savings and/or holiday fund is subject to the approval of the Industrial Council, after the employer has furnished to the Industrial Council a bank guarantee or has agreed to deposit such moneys deducted from his employees' wages in a trust fund under the supervision of the Industrial Council; and for cash advance against wages and/or contributions to the funds of the trade union.
- (c) Levies in terms of section 22 and sick benefit fund contributions in terms of section 26 of this Agreement, and trade union subscriptions in terms of section 27 of the Agreement.
- (d) Any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee.
- (e) Where scissors have been provided by an employer to his employee, a weekly instalment not exceeding threepence may be deducted until the cost incurred by the employer has been repaid but in the event of the employee returning the scissors to his employer he shall be entitled to a refund of the total amount he has paid.

(f) geen werknemer is verplig om tee (of ander drank) te neem nie, maar wanneer 'n werknemer ingestem het om tee (of ander drank) aan te neem wat deur die werkgewer verskaf word, kan 'n bedrag van hoogstens 'n halfpennie per koppie ingevolge artikel 13 van hierdie Ooreenkoms afgetrek word;

(g) wanneer geen werk vir 'n werknemer beskikbaar is nie weens 'n onklaarraking van masjinerie of 'n ander oorsaak buite beheer van die bestuur, kan die werkgewer 'n *pro rata* bedrag aftrek vir alle verlore tyd bo twee uur.

(5) Werkgewers wat hul werknemers voorsien van goedere van watter aard ook al, mag nie die bedrae daarop verskuldig van die besoldiging van dié werknemers aftrek nie. Besoldiging moet te alle tye ten volle betaal word, behalwe soos bepaal in sub-artikel (4) hiervan en in subartikels (1), (2) en (3) van artikel 12, en geen bedrag mag afgetrek word ten opsigte van goedere wat per ongeluk gedurende die vervaardigingsproses verknoui is nie.

(6) As werk in 'n inrigting van watter aard ook al verrig word deur werknemers wat in groepe of spanne georganiseer is, moet elke afsonderlike werknemer in genoemde groepe of spanne sy besoldiging deur die werkgewer of sy verteenwoordiger in die inrigting waar die werk verrig word, betaal word.

(7) Geen werkgewer mag enige premie, geldelike of ander vergoeding vir die opleiding van 'n werknemer vorder of aanneem nie.

(8) Wanneer werk in die hele inrigting of 'n deel daarvan ophou of onderbreek word weens skade deur brand, storm of oorstroming moet die werkgewer aan alle werknemers wat daardeur geraak word, lone plus lewenskostetoelae tot 'n maksimum van twee weke betaal; met dien verstande dat dié besoldiging enige besoldiging t.o.v. diensopsegging insluit wat ingevolge artikel 18 van hierdie Ooreenkoms verskuldig kan wees.

6. TYDSTATE.

(1) Elke werkgewer moet ter bevestiging van die Raad 'n half-outomatiese tydregistrasieklok of ander tydregistrasiestelsel verskaf en moet bo redelike twyfel die werklike tyd wat elke afsonderlike werknemer in die inrigting gewerk het, vasstel.

(2) Elke werknemer moet, tensy deur siekte of ander onvermydelike oorsaak verhinder, elke dag die werklike tye wat hy in die inrigting gewerk het, registreer.

(3) Elke werknemer moet persoonlik registreer volgens die metode wat in die inrigting gevolg word en geen werknemer kan vir enige ander werknemer in dié inrigting registreer nie.

(4) Alle tydkaarte of ander soorte aantekeninge moet ooreenkomstig die vereistes van artikel *sewe-en-veertig* (4) van die Nywerheid-versoeningswet, 1937, vir 'n tydperk van drie jaar na die datum van die aantekening bewaar word en moet op versoek beskikbaar wees vir inspeksie deur die aangewese agent van die Raad.

7. AANSPORINGSLONE, STUK- EN TAAKWERK.

(1) Taakwerk is verbode en werknemers van wie vereis word om 'n bepaalde getal produksie-eenhede te lewer, moet onder die stukwerkstelsel geplaas word, soos bepaal in hierdie artikel.

(2) In enige inrigting waar werknemers stukwerk of enige ander vorm van aansporingswerk verrig, moet die werkgewer op 'n opvallende plek wat maklik toeganklik is vir sy werknemers, 'n staat vertoon en vertoon hou waarop die stukwerkskale wat van tyd tot tyd van toepassing is, aangetoon word, en in die geval van enige ander vorm van aansporingslone, 'n staat waarin die basis duidelik uiteengesit is waarop die bonus of aanvullende verdienste, ingevolge die skema betaalbaar, bereken word.

Hierdie staat moet terplaats deur 'n agent van die Raad onderteken word, en 'n afskrif daarvan moet binne 7 dae van die datum waarop die stelsel ingevoer word, aan die Raad gestuur word.

Die skale wat op hierdie staat gespesifiseer word, mag nie verminder word nie en in die geval van 'n aansporingsloonstelsel mag die besonderhede nie verander word om die verdienste van die werknemers sonder die toestemming van die Raad te verminder nie; met dien verstande dat veranderinge in die geval van 'n aansporingsloonstelsel aangebring kan word tydens 'n proeftydperk van hoogstens twee maande sonder die toestemming van die Raad.

(3) 'n Werknemer wat stukwerk of enige ander vorm van aansporingswerk verrig, moet die volle bedrag wat hy verdien het, betaal word; met dien verstande, egter, dat hy nie in 'n week minder betaal mag word as die minimum loon en lewenskostetoelae waarop hy geregtig sou gewees het ingevolge die bepalinge van artikel 4 van hierdie Ooreenkoms nie, as hy slegs as 'n tydwerker in diens was.

8. GETALLEVERHOUDING VAN WERKNEMERS.

(1) *Snykamer.*—(a) 'n Werkgewer moet een hoofsnier teen 'n loon van minstens die loon voorgeskryf in artikel 4 (1) deel A (i) in diens hê voordat hy enige ander snier teen 'n laer loon in diens kan neem.

(b) Die getal leerlinge werksaam in die snykamer, mag nie meer as dubbel die getal gekwalifiseerde snyers, pasmakers, binnevoeringsnyers en opmakers wees nie.

(2) (a) 'n Werkgewer moet een gekwalifiseerde manlike masjienwerker of gekwalifiseerde manlike perser of gekwalifiseerde natiener, voeringopryger, opryger of fatsoeneerder in diens hê voordat hy 'n manlike leerling vir enige werk in diens kan hê, uitgesonderd 'n manlike leerling werksaam in die snykamer soos in subartikel (1) van hierdie artikel voorgeskryf; en

(f) No employee shall be compelled to take tea (or other beverage), but where an employee has agreed to accept tea (or other beverage) provided by the employer, a deduction of not more than one half-penny per cup may be made in accordance with section 13 of this Agreement.

(g) Where no work is available to an employee on account of a breakdown of machinery, or other cause beyond the control of the management, the employer may make a *pro rata* deduction for any time lost in excess of two hours.

(5) Employers who supply their employees with goods of any kind whatsoever, shall not deduct the amounts owing thereon from the remuneration of such employees. Remuneration must at all times be paid in full, except as is provided in sub-section (4) hereof, and sub-sections (1), (2) and (3) of section 12 and no deduction shall be made in respect of goods that may have been accidentally spoiled during the manufacturing process.

(6) Where work of any nature whatsoever is performed in an establishment by employees organised in sets or teams, each individual employee in the said sets or teams shall be paid his remuneration by the employer or his representative in the establishment where the work is performed.

(7) No employer shall charge, nor shall he accept, any premium, monetary or other compensation for the training of an employee.

(8) Whenever work ceases or is interrupted in the whole or part of an establishment owing to damage caused by fire, storm or flooding an employer shall pay to all employees affected thereby, wages plus cost of living allowances up to a maximum of two weeks; provided that such payment shall include any payment in respect of notice of termination of service which may be due in terms of section 18 of this Agreement.

6. TIME RECORDS.

(1) Every employer shall provide, to the satisfaction of the Council, a semi-automatic time recording clock, or other recording system and shall establish beyond reasonable doubt the actual time each individual employee has attended at the establishment.

(2) Every employee shall, unless prevented by sickness or other unavoidable cause, register day by day the actual periods of his attendance at the establishment.

(3) Every employee shall register in person, in accordance with the method employed in the establishment, and no employee may register for any other employee in such establishment.

(4) All time cards, or other types of records, shall in accordance with the requirements of section *fifty-seven* (4) of the Industrial Conciliation Act, 1937, be kept for a period of three years subsequent to the date of the record and on request shall be available for inspection by the designated agent of the Council.

7. WAGE INCENTIVES, PIECE-WORK AND TASK-WORK.

(1) Task-work is prohibited and employees who are required to produce a given number of units of production shall be placed under a piece-work or incentive system as provided for in this section.

(2) Where employees are engaged on piece-work or any other form of wage incentive in any establishment the employer shall post up and keep posted up in a conspicuous place readily accessible to his employees, a schedule setting out in the case of piece-work, the piece-work rates in operation from time to time and in the case of any other form of wage incentive a schedule setting out clearly the basis on which any bonus or supplementary earnings payable under such scheme shall be calculated.

Such schedule shall be signed *in situ* by an agent of the Council and a copy sent to the Council within 7 days from date of introduction of the system.

The rates specified on such schedule shall not be reduced and in the case of a wage incentive the details shall not be altered to reduce the earnings of the employees without the consent of the Council; provided that in the case of a wage incentive scheme alterations may be effected during a trial period of not exceeding two months without the consent of the Council.

(3) An employee employed on piece-work or any other form of wage incentive shall be paid the full amount earned by him provided, however, that he shall not in any week be paid less than the minimum wage and cost of living allowance to which he would have been entitled in terms of section 4 of this Agreement if he had been employed purely as a time worker.

8. PROPORTION OR RATIO OF EMPLOYERS.

(1) *Cutting Room.*—(a) An employer shall employ one head cutter at a wage of not less than the wage prescribed in section 4 (1), Part A (i), before he may employ any other cutter at a lower wage.

(b) The number of learners employed in cutting room operations shall collectively not exceed twice the number of qualified cutters, fitters-up, interlining cutters and trimmers.

(2) (a) An employer shall employ one qualified male machinist or qualified male presser, or qualified passer, under-baster, out-baster, or shaper, before he may employ in any operation any male learner, other than a male learner employee in cutting room operations as prescribed in sub-section (1) of this section.

(b) die getal manlike leerlinge aldus in diens moet nie meer as dubbel die getal gekwalifiseerde manlike masjienwerkers, persers, nasieners, voering-oprygers, oprygers of fatsoeneerders wees nie.

(3) Vir die berekening van die getalleverhouding van werknemers voorgeskryf in subartikel (1) van hierdie artikel, word geen manlike werknemer wat 'n loon ontvang van minder as £5. 10s. as 'n „gekwalifiseerde werknemer” beskou nie.

(4) Wanneer 'n werkgever 'n beperkte maatskappy of vennootskap is, mag geen direkteur of ander ampsdraer van dié maatskappy of vennootskap vir doeleindes van getalleverhouding as 'n werknemer beskou word nie.

(5) 'n Werkgever moet aan die vroulike werknemers in sy inrigting, vir wie lone in hierdie Ooreenkoms voorgeskryf word, [uitgesonderd dié in diens in die vakke in subartikel (1) genoem], die volgende lone betaal:—

- (i) Minstens 30 persent van dié werknemers 'n basiese loon van £3. 7s. 6d. of meer per week; en
- (ii) minstens 25 persent van dié werknemers 'n basiese loon van £2. 12s. of meer per week; en
- (iii) hoogstens 45 persent van dié werknemers 'n basiese loon laer as £2. 12s. per week.

(6) Indien die getalleverhouding in enige inrigting te eniger tyd nie ooreenkomstig die voorskrifte van hierdie artikel is nie, moet die werkgever—

- (a) onmiddellik ander werknemers teen die vereiste voorgeskrewe basiese loon in diens neem, of indien sulke werknemers nie dan beskikbaar is nie;
- (b) die voorgeskrewe lone van 'n toereikende getal laer besoldigde werknemers volgens voorrang van ervaring permanent verhoog om die getalleverhouding van werknemers soos in hierdie artikel voorgeskryf, te verkry en te behou; en
- (c) as alternatief en as 'n tydelike maatregel die lone van 'n toereikende getal laer besoldigde werknemers in sy diens volgens voorrang van ervaring verhoog, wat op hierdie hoër lone gehou moet word solank as wat hy dit nodig mag vind om sy voorgeskrewe getalleverhouding van werknemers te verkry en te behou, en dié tydelike verhoging moet aan elke betrokke werknemer verduidelik word.

(7) Enige persoon wat onder vrystelling in 'n inrigting in diens is, word vir doeleindes van die getalleverhouding van werknemers as 'n „leerling”-werknemer beskou.

(8) Vir die toepassing van hierdie artikel word dryfbandherstellers ketelbedieners, opsigters, versendingsverpakkers, assistent-versendingsverpakkers, reisigers, reisigers se bestuurders, klerklike werkers, bestuurders van voertuie, boodskappers, arbeiders, werktuigkundiges, manlike bodes en wagte uitgesluit.

2. GEWONE WERKURE, ETENSONDERBREKINGS EN RUSPOUSES.

(1) *Gewone werkure.*—'n Vyfdagse week moet van Maandag tot en met Vrydag nagekom word en die gewone werkure van 'n werknemer mag nie meer as onderstaande wees nie:—

- (i) 42½ uur, uitgesonderd etensonderbrekings, maar met inbegrip van ruspouses, in 'n week van Maandag tot en met Vrydag;
- (ii) 8½ uur op 'n dag tussen die ure 7.30 vm. en 6 nm.

(2) *Werkure moet aaneenlopend wees.*—Alle werkure op 'n dag moet aaneenlopend wees, uitgesonderd vir maaltye en ruspouses wat in hierdie artikel bepaal word.

(3) *Ruspouses.*—(i) Werknemers nie in diens i.v.m. 'n vervoer-toestel nie: Elke werkgever moet aan elkeen van sy werknemers, uitgesonderd 'n reisiger, 'n wag, 'n motorvoertuigbestuurder of 'n werknemer in diens om goedere of boodskappe buitekant die inrigting van sy werkgever af te lewer, 'n ruspouse van minstens tien minute so na as moontlik aan—

- (a) die middel van elke oggendwerktyd;
- (b) die middel van elke namiddagwerktyd;

toestaan waarin dit nie van die werknemer vereis of hy toegelaat mag word om enige soort werk te doen nie, en so 'n pouse moet as deel van die gewone werkure beskou word.

(ii) *Werknemers in diens i.v.m. 'n vervoer-toestel.*—Werknemers in diens i.v.m. 'n vervoer-toestel moet geskikte ruspouses gedurende werkure toegestaan word wat altesaam minstens 30 minute daaglik moet beloop. Al hierdie rustye moet as deel van die werknemer se werkure beskou word, maar geen werk hoegenaamd mag gedurende dié ruspouses deur enige werknemer wat hierdie soort werk doen, verrig word nie.

(4) *Etensonderbrekings.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om vir meer as vyf uur ononderbroke sonder 'n pouse van minstens een uur te werk nie; met dien verstande dat—

- (i) indien dié pouse langer as een uur duur, die tyd óór 'n uur as werkure beskou moet word;
- (ii) dit beskou moet word dat 'n werknemer van wie dit vereis word of wat toegelaat word om twee of meer tye te werk wat deur tussenpouse van minder as een uur onderbreek word, uitgesonderd die ruspouses wat by subklousule (3) voorgeskryf word, en die betrokke werktye altesaam meer as vyf uur is, vir langer as vyf uur ononderbroke in diens was.

(b) The number of male learners so employed shall not exceed twice the number of qualified male machinists, pressers, passers, under-basters, out-basters or shapers.

(3) For the purpose of computing the ratio or proportion of employees prescribed in sub-section (1) of this section, no employee in receipt of a wage of less than £5. 10s. shall be deemed to be a “qualified employee”.

(4) Where an employer is a limited liability company, or is a partnership, no director or other officer of such company or partnership, shall be deemed to be an employee for ratio purposes.

(5) An employer shall pay in respect of the female employees in his establishment for whom wages are prescribed in this Agreement (other than those employed in the occupations referred to in sub-section (1) of this section—

- (i) not less than 30 per cent of such employees a basic wage of £3. 7s. 6d. per week or more; and
- (ii) not less than 25 per cent of such employees a basic wage of £2. 12s. per week or more; and
- (iii) not more than 45 per cent of such employees a basic wage lower than £2. 12s. per week.

(6) In the event of the prescribed ratio or proportion of employees in terms of this section being defective in any establishment at any time, then the employer shall—

- (a) immediately engage other employees at the necessary prescribed basic wage or if such employees are not then available;
- (b) raise permanently and in priority of experience, the prescribed wages of a sufficient number of his lower paid employees to establish and maintain the ratio or proportion of employees required in terms of this section; and
- (c) alternately, and as a temporary measure, raise wages of a sufficient number of his lower paid employees in priority of experience, who shall be retained at such higher wages for so long as he may find it necessary to establish and maintain his prescribed ratio or proportion of employees, and such temporary advancement must be explained to each employee concerned.

(7) Any person employed in an establishment under exemption shall be deemed to rank as a “learner” employee for the purpose of the ratio of employees.

(8) For the purpose of this section, belt-boys, boiler attendants, caretakers, despatch packers, assistant despatch packers, travellers, travellers' drivers, clerical workers, drivers of vehicles, errand boys, labourers, mechanics, messenger boys and watchman shall be excluded.

9. ORDINARY HOURS OF WORK, MEAL BREAKS AND REST INTERVALS.

(1) *Ordinary Hours of Work.*—A five-day week shall be observed from Monday to Friday inclusive and the ordinary hours of work of an employee shall not exceed—

- (i) 42½ hours, excluding meal times, but including rest intervals, in any week from Monday to Friday inclusive;
- (ii) 8½ hours on any day between the hours of 7.30 a.m. and 6 p.m.

(2) *Hours of Work to be Consecutive.*—All working hours in any day shall, except for meal times and rest intervals as provided for in this section, be consecutive.

(3) *Rest Intervals.*—(i) Employees not engaged upon a conveyor apparatus: Every employer shall grant to each of his employees, other than a traveller, a watchman, a motor vehicle driver, or an employee engaged in delivering goods or messages outside the establishment of his employer, a rest interval of not less than ten minutes as near as practicable to—

- (a) the middle of each morning work period;
- (b) the middle of each afternoon work period;

during which the employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

(ii) *Employees Engaged on a Conveyor Apparatus.*—Employees engaged on work in conjunction with a conveyor apparatus shall be given suitable rest intervals during working hours, amounting in all to not less than thirty minutes daily. All such rest periods shall be reckoned as part of the employee's working hours, but no work whatever shall be performed during such rest intervals by any employee engaged upon this type of operation.

(4) *Meal Breaks.*—An employer shall not require or permit an employee to work for more than five hours continuously without an interval of at least one hour, provided that—

- (i) if such interval be for longer than one hour, the period in excess of one hour shall be deemed to be hours of work
- (ii) an employee who is required or permitted to work for two or more periods broken by intervals of less than an hour, other than rest intervals prescribed in sub-clause (3), the said periods of work totalling more than five hours shall be deemed to have been employed for more than five hours continuously.

(5) *Voorbehoude*.—Die bepalinge van hierdie klousule is nie van toepassing op reisigers, reisigers se bestuurders, opsigters of wagte nie; met dien verstande dat in die geval van 'n wag dit nie van hom vereis of hy nie toegelaat mag word om vir meer as 13 (dertien) agtereenvolgende nagte sonder 'n nag vryaf te werk nie; die bepalinge van subklousules (2), (3) en (4) is nie van toepassing op 'n werknemer wat noodwerk verrig of masjinerie nasien en herstel wat nie gedurende die gewone werkure gedoen kan word nie.

10. OORTYD.

(1) *Oortyd*.—Alle tyd wat oor die gewone daaglikse ure, in artikel 9 voorgeskryf, gewerk word, of voor 7.30 v.m. en na 6 n.m. op Maandag tot Vrydag, moet as oortyd beskou word.

(2) *Bepaling van oortyd*: (i) *Manlike werknemers*.—Geen werkgewer mag van 'n manlike werknemer vereis of hom toelaat om langer as 10 uur in 'n week oortyd te werk nie.

(ii) *Vroulike werknemers*.—(a) Daaglikse, weeklikse en jaarlikse perke: Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat om voor 6 v.m. of later as 6 n.m. op enige dag te werk nie; ook mag hy van geen vroulike werknemer vereis of haar toelaat om langer oortyd as onderstaande te werk nie—

- (a) tien uur in 'n week;
- (b) twee uur op 'n dag;
- (c) drie agtereenvolgende dae;
- (d) sestig dae in 'n jaar;

(b) *Kennis van oortyd wat gewerk moet word, moet aan werknemers gegee word*.—Van geen werknemers mag dit vereis of hy mag nie toegelaat word om vir langer as een uur op 'n dag oortyd te werk nie, tensy die werkgewer—

- (i) die werknemer voor middag daarvan in kennis gestel het; of
- (ii) aan die werknemer 'n toereikende ete yerskaf het voor sy met oortydwerk moet begin; of
- (iii) aan die werknemer 'n toelae van 1s. 6d. betaal het om die werknemer in staat te stel om 'n ete te verkry voor die oortydwerk moet begin.

'n Onderbreking vir ete van minstens een uur moet aan vroulike werknemers toegestaan word tussen die sluiting van die gewone werktid en die begin van oortydwerk as die oortydwerk langer as een uur is; met dien verstande dat geen tydskof meer as vyf uur sonder 'n onderbreking vir ete mag wees nie.

(3) Dit word beskou dat 'n werknemer benewens enige tydperk wat hy werklik aldus werk, vir die werkgewer werk—

- (a) gedurende enige tydperk wat hy volgens die vereistes van sy werkgewer op of in enige perseel aanwesig is waarin die nywerheid uitgeoefen word;
- (b) gedurende enige ander tydperk wat hy op of in enige sodanige perseel aanwesig is; en
- (c) gedurende enige tydperk wat hy in beheer is van enige voertuig wat in die nywerheid gebruik word of dit bestuur word of nie;

met dien verstande dat as dit bewys word gedurende watter deel van enige sodanige tydperk as wat in paragraaf (b) of (c) genoem is, enige sodanige werknemer werklik in sy diens werk verrig het, die vooropstelling wat by hierdie subartikel aanvaar word, nie ten opsigte van daardie werknemer met betrekking tot daardie tydperk van toepassing is nie.

(4) Oortyd loop daeliks op en moet daeliks gereken word as tyd gewerk na voltooiing van die gewone daeliksse werkure van 'n inrigting. Vir alle oortydwerk van 'n korter tydperk as vyftien minute wat 'n werknemer verplig kan word om te werk, moet betaal word as 'n kwartier oortyd.

(5) Oortydbepalinge is van toepassing op alle werknemers in 'n inrigting uitgesonderd werknemers in diens as reisigers, reisigers se bestuurders, opsigters en wagte.

11. BESOLDIGING VIR OORTYDWERK EN VIR WERK OP SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE.

(1) *Oortydwerk*.—'n Werkgewer moet 'n werknemer t.o.v. alle oortyd minstens soos volg besoldig:—

- (a) Indien 'n tydwerker, minstens 1½ maal sy minimum weekloon soos voorgeskryf in artikel 4 (1), gedeel deur 42½ vir elke uur of gedeelte van 'n uur aldus gewerk; en
- (b) indien 'n stukwerker, minstens 1½ maal die stukwerkskale.

(2) *Werk op Saterdag*.—Geen werk mag op 'n Saterdag sonder die toestemming van die Raad gedoen word nie en tyd wat op 'n Saterdag gewerk word, moet as oortyd beskou word en daarvoor moet ooreenkomstig subklousule (1) betaal word.

(3) *Werk op Sondag*.—Geen werk mag op 'n Sondag sonder toestemming van die Raad gedoen word nie, en as dit van 'n werknemer vereis of hy toegelaat word om op 'n Sondag te werk, moet sy werkgewer—

- (a) aan die werknemer minstens 17 maal sy gewone uurloon betaal; of
- (b) aan die werknemer besoldiging betaal teen minstens anderhalfmaal sy gewone uurskool van besoldiging ten opsigte van elke uur op die Sondag gewerk en hom binne sewe dae na die Sondag een werkdag, d.w.s. 'n ander dag as 'n Saterdag of 'n Sondag vryaf gee en hom ten opsigte daarvan minstens 8½ uur se besoldiging betaal; met dien verstande dat vir die toepassing van hierdie subartikel, 'n stukwerker minstens die gelykstaande bedrag betaal moet word waarop hy geregtig sou gewees het as hy as 'n tydwerker in diens was.

(5) *Savings*.—The provisions of this clause shall not apply to travellers, travellers' drivers, caretakers or watchmen; provided that in the case of a watchman he shall not be required or permitted to work for more than 13 (thirteen) nights consecutively without being granted a night off duty; the provisions of sub-clause (2), (3) and (4) shall not apply to an employee engaged on emergency work or in the overhauling and repair of machinery which cannot be performed during the regular working hours.

10. OVERTIME.

(1) *Overtime*.—All time worked in excess of the ordinary daily hours prescribed in section 9 or before 7.30 a.m. and after 6 p.m. on Monday to Friday, shall be deemed to be overtime.

(2) *Limitation of Overtime*.—(i) *Male Employees*.—No employer shall require or permit a male employee to work more than 10 hours overtime in any week.

(ii) *Female Employees*: (a) *Daily, Weekly and Annual Limits*.—No employer shall require or permit a female employee to work before 6 a.m. or later than 6 p.m. on any day, nor shall he require or permit such employee to work overtime for more than—

- (a) ten hours in any week;
- (b) two hours on any day;
- (c) three consecutive days;
- (d) sixty days in any year;

(b) *Notice of Working of Overtime to be Given to Employees*.—No overtime in excess of one hour in any day may be required or permitted of an employee unless the employer—

- (i) gives notice thereof to such employee before midday; or
- (ii) provides such employee with adequate meal before she has to commence overtime; or
- (iii) pays such employee an allowance of 1s. 6d. to enable the employee to obtain a meal before the overtime is due to commence.

A break for a meal of not less than one hour, shall be allowed to female employees between the closing of the ordinary working hours and the commencement of overtime, when such overtime exceeds one hour; provided that no time shift shall exceed five hours without a break for a meal.

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

- (a) during any period during which, in accordance with the requirements of his employer, he is present upon or in any premises in which the industry is being carried on;
- (b) during any other period during which he is present upon or in any such premises; and
- (c) during any period during which he is in charge of any vehicle used in the industry, whether or not it is being driven;

provided that if it is proved during what portion of any such period as is referred to in paragraph (b) or (c) any such employee actually worked in his employment, the presumption established by this sub-section shall not apply in respect of that employee in relation to that period.

(4) Overtime accrues daily and shall be reckoned day by day as time worked after the completion of the ordinary daily working hours of an establishment. All overtime of a lesser period than fifteen minutes, which an employee may be required to work, shall be paid for as one-quarter of any hour overtime.

(5) Overtime shall apply to all employees in an establishment, except employees employed as travellers, travellers' drivers, caretakers and watchmen.

11. PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS.

(1) *Overtime*.—An employer shall pay to his employee in respect of all overtime worked by him, not less than—

- (a) if a time worker, not less than one and one-half times his minimum weekly wage as prescribed in section 4 (1) divided by 42½ for each hour or part of an hour so worked;
- (b) if a piece-worker, not less than one and one-half times his piece-work rates.

(2) *Saturday Work*.—No work be performed on any Saturday without the permission of the Council and any time worked on a Saturday shall be deemed to be overtime and paid for in accordance with sub-clause (1).

(3) *Sunday Work*.—No work shall be performed on a Sunday without the permission of the Council and whenever an employee is required or permitted to work on a Sunday, his employer shall either—

- (a) pay the employee not less than 17 times his ordinary hourly wage; or
- (b) pay the employee not less than one and a half times his ordinary hourly wage in respect of each hour worked on such Sunday and grant him within seven days of such Sunday, one work day, i.e. a day other than a Saturday or Sunday as a holiday, and pay him in respect thereof not less than eight and one-half hours' remuneration; provided that for the purpose of this sub-section, a piece-worker shall be paid not less than the equivalent amount to which he would have been entitled had he been employed as a time-worker.

(4) *Openbare vakansiedae:* (a) *Besoldigde openbare vakansiedae.*—'n Werknemer is geregtig op verlof met volle besoldiging en lewenskostetoelae t.o.v. ondergenoemde openbare vakansiedae en ingeval dit van hom vereis of hy toegelaat word om op enigeen van dié vakansiedae te werk, moet hy, bo en behalwe sy gewone loon en lewenskostetoelae t.o.v. dié vakansiedag, slegs lone teen gewone tyd t.o.v. die ure aldus gewerk, betaal word:—

Goeie-Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Tweede Kersdag, Nuwejaarsdag en Setlaarsdag.

(b) *Onbetaalde openbare vakansiedae.*—Ingeval 'n werknemer gelas word om hom nie vir werk op enigeen van ondergenoemde openbare vakansiedae vir werk aan te meld nie, nl.—

Van Riebeeckdag, Uniedag, Koninginsverjaarsdag, en Krugerdag;

moet die gewone lewenskostetoelae vir daardie dag aan die werknemer betaal word t.o.v. dié dag, maar die werkgever kan van die loon van die werknemer 'n bedrag aftrek gelyk aan sy basiese loon t.o.v. die gewone getal ure wat hy op dié dag sou gewerk het.

Ingeval dit van die werknemer vereis of hy toegelaat word om op dié dag te werk, moet hy eger sy gewone lewenskostetoelae vir daardie dag betaal word en besoldiging ontvang vir tyd gewerk teen 1½ maal bereken ooreenkomstig subartikel (1) van hierdie artikel.

(5) *Besoldiging betaalbaar met betrekking tot enigeen van die bepalings van hierdie artikel*, moet aan die betrokke werknemer op of voor die eerste betaaldag betaal word wat volg op die tydperk ten opsigte waarvan die besoldiging betaalbaar is.

(6) *Voorbehoud.*—Die bepalings van hierdie artikel is nie van toepassing op wagte nie.

12. KORTTYD.

(1) 'n Werkgever moet voor die dag waarop en met ingang van welke hy voornemens is om korttyd te werk, alle betrokke werknemers daarvan in kennis stel deur vertoning van 'n kennisgewing of kennisgewings op 'n opvallende, welbekende en vir sy werknemers gemaklik toeganklike plek in enige afdeling of departement van die betrokke inrigting.

(2) Enige werknemer aan wie nie kennis ingevolge subartikel (1) van hierdie artikel gegee is nie, is geregtig om 'n volle dag te werk indien hy vir werk in die inrigting aanwesig is, of om in plaas daarvan volle loon betaal te word.

(3) Indien korttyd in 'n inrigting gewerk word, is 'n werknemer, hetsy op tyd- of stukwerk, wat op enige dag by die inrigting aanwesig is in opdrag van die werkgever of sy verteenwoordiger, geregtig om vir minstens vier uur op dié dag te werk, of om in plaas daarvan vier uur se besoldiging teen die voorgeskrewe loon of skaal te ontvang.

(4) Indien korttyd gewerk word, mag geen bedrag om hierdie rede van die lewenskostetoelae wat betaalbaar is, afgetrek word nie.

13. VERSKAFFING VAN TEE EN ANDER DRANKE.

(1) Waar tee (of ander drank) deur die werkgever verskaf word, mag 'n bedrag van hoogstens een halfpenny per koppie van die loon van die werknemer wat dié tee (of ander drank) ontvang afgetrek word, op voorwaarde dat geen werknemer verplig mag word om tee (of 'n ander drank) te neem nie en dat die aftrekking slegs toelaatbaar is indien die werknemer ingestem het om die tee (of ander drank) te ontvang.

(2) Waar geen tee (of ander drank) verskaf word nie, moet die werkgever op eie koste by die aanvang van elke rusperioede, asook met etensyd, 'n voldoende hoeveelheid kookwater en die nodige gerei om tee te maak, verskaf en dit onmiddellik beskikbaar hê.

14. INDIENSNEMING VAN BEPAALDE PERSONE VERBODE.

(1) *Persone onder die ouderdom van 15 jaar.*—Geen werkgever mag 'n persoon onder die ouderdom van vyftien jaar in diens neem nie.

(2) *Vroulike werknemers in bepaalde vakke.*—(a) Die indiensneming van vroulike werknemers as persers en onderpersers in die klerasie-afdeling en as versendingsverpakkers en assistent-versendingsverpakkers is uitdruklik verbode; met dien verstande dat hierdie bepaling nie van toepassing op ondergenoemdes is nie—

(i) vroulike persers wat op of voor 13 April 1936 in diens geneem is;

(ii) vroulike onderpersers, versendingsverpakkers en assistent-versendingsverpakkers wat voor die datum waarop hierdie Ooreenkoms in werking tree in daardie hoedanighede in diens was.

(b) Van 'n vroulike werknemer kan nie vereis of sy mag nie toegelaat word om 'n strykyster swaarder as nege pond te gebruik nie.

(3) *Nie-lede van vakvereniging.*—Geen lid van die werkgeversorganisasie mag vir 'n tydperk van langer as een maand 'n werknemer in diens hê wat nie lid is van die vakvereniging wat vir die klerasienywerheid geregistreer is vir die magistraatsdistrik waarin hierdie Ooreenkoms van krag is nie; met dien verstande dat hierdie subartikel nie van toepassing is nie as, na die mening van die Raad, lidmaatskap van die vakvereniging sonder goeie en voldoende rede geweier is, en die applikant binne dertig dae na die weiering by die Raad aansoek gedoen het om vrystelling van die toepassing van hierdie artikel. Hierdie bepaling is nie op klerklike werknemers, of gedurende die eerste

(4) *Public Holidays:* (a) *Paid Public Holidays.*—An employee shall be entitled to leave on full wage and cost of living allowance in respect of the following public holidays and where he is required or permitted to work on any such holiday he shall be paid, in addition to his normal wage and cost of living allowance in respect of such holiday, wages only at straight time in respect of the hours so worked:—

Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day, New Year's Day, and Settlers' Day.

(b) *Unpaid Public Holidays.*—Where an employee is instructed not to report for work on any of the following public holidays:—

Van Riebeeck's Day, Union Day, Queen's Birthday and Kruger's Day.

the normal cost of living allowance for that day shall be paid to the employee in respect of such day but the employer may deduct from the wage of the employee an amount equal to his basic wage in respect of the normal number of hours he would have worked on such day.

Where the employee is required or permitted to work on such day, however, he shall be paid his normal cost of living allowance for that day and receive payment for time worked at the rate of time and one-half calculated in accordance with sub-section (1) of this section.

(5) *Remuneration payable in terms of any of the provisions of this section* shall be paid to the employee concerned not later than the pay day next succeeding the period in respect of which such remuneration becomes payable.

(6) *Savings.*—The provisions of this section shall not apply to watchmen.

12. SHORT TIME.

(1) An employer shall, prior to the day on and from which he intends to work short time, notify all employees concerned by posting up a notice, or notices, in a prominent position well known and easily accessible to employees in any section or department of the establishment concerned.

(2) Any employee who has not been given notice in terms of sub-section (1) hereof shall, on attending at the establishment, be entitled to be employed for a full working day, or be paid full wages in lieu thereof.

(3) Where short time is being worked in any establishment, an employee, whether on time or piece-work, who on any day attends at the establishment on the instructions of the employer or his representative, shall be entitled to be employed for at least four hours on such day, or to receive four hours' pay at the prescribed wage or rate in lieu thereof.

(4) When short time is being worked no deduction shall on this account be made from the cost of living allowance's payable.

13. PROVISION OF TEA AND OTHER BEVERAGES.

(1) Where tea (or other beverage) is provided by the employer, a deduction of not more than one half-penny per cup may be made from the wages of the employee receiving such tea (or similar beverage), on condition that no employee may be compelled to take tea (or other beverage) and that the deduction is permissible only where the employee has agreed to accept the tea (or other beverage).

(2) Where tea or other beverage is not provided, the employer shall, at his own expense provide and have immediately available to his employees at the commencement of each rest interval, and also at lunch time, a sufficient supply of boiling water and the necessary utensils for the making of tea.

14. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED.

(1) *Persons under the Age of 15 years.*—No employer shall employ any person under the age of 15 years.

(2) *Females in Certain Occupations.*—(a) the employment of females as pressers, and under-pressers in the clothing section and as despatch packers and assistant despatch packers is expressly prohibited; provided that this provision shall not apply to—

(i) female pressers engaged on or before 13th April, 1936;

(ii) female under-pressers, despatch packers and assistant despatch packers, employed as such prior to the date of coming into force of this Agreement.

(b) A female shall not be required or permitted to use an iron of more than nine pounds in weight.

(3) *Non-members of Trade Union.*—No member of the employers' organisation shall give employment for a period longer than one month to any employee who is not a member of the trade union registered for the clothing industry for the Magisterial Districts in which this Agreement is operative; 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 applied to the Council within thirty days of such refusal for an exemption from the operation of this section. This provision shall not apply to clerical employees or in respect of an immigrant during the first year

jaar na die datum van sy binnekoms in die Unie van Suid-Afrika, op 'n immigrant van toepassing nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande wat hy in die nywerheid begin werk het, weier om op versoek van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie artikel onmiddellik in werking tree.

15. JAARLIKSE VERLOF EN BESOLDIGDE OPENBARE VAKANSIEDAE.

(1) *Jaarlikse verlof.*—(i) Elke werknemer wat op die laaste dag waarop hy sy verlof kan begin, minstens een jaar ononderbroke diens by sy werkgever voltooi het, moet tussen 15 Desember van elke jaar en 14 Januarie van die volgende jaar, minstens drie agtereenvolgende weke jaarlikse verlof toegestaan word wat bestaan uit die volgende:—

- (a) 13 gewone werkdag met volle besoldiging en lewenskoste-toelae;
- (b) Kersdag, Tweede Kersdag en Nuwejaarsdag as openbare vakansiedae met besoldiging ingevolge artikel 11 (4) van hierdie Ooreenkoms;
- (c) as Geloftedag binne die tydperk van jaarlikse verlof val, moet dit ook ingevolge artikel 11 (4) van hierdie Ooreenkoms as 'n openbare vakansiedag met besoldiging beskou word wat dus die tydperk van jaarlikse verlof met een dag verleng.

(ii) 'n Werknemer wat op 15 Desember van 'n jaar nie 12 maande ononderbroke diens by sy werkgever voltooi het en wie se diens nie beëindig is nie, moet die volgende betaal word:—

- (a) Vir elke volle maand diens in daardie jaar, 'n bedrag wat gelyk is aan een dag se besoldiging (met inbegrip van lewenskostetoelae) plus—
- (b) vir elke van die volgende openbare vakansiedae wat binne die tydperk val waarin die inrigting gesluit is vir die jaarlikse verloftydperk: Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag—'n bedrag gelyk aan een dag se besoldiging (met inbegrip van lewenskostetoelae) ten opsigte van elke sodanige dag.

(iii) By diensbeëindiging moet 'n werknemer in plaas van verlof besoldiging ontvang wat soos volg bereken word:—

Een dag se besoldiging (met inbegrip van lewenskostetoelae) ten opsigte van elke volle maand diens gereken van 15 Desember van die voorgaande jaar af, of, na gelang van die kortste tydperk, die datum van indiensneming.

(2) *Openbare vakansiedae met besoldiging.*—(i) Bo en behalwe die openbare vakansiedae met besoldiging wat gewoonlik binne die tydperk van jaarlikse verlof val, d.w.s. Kersdag, Tweede Kersdag en Nuwejaarsdag, is elke werknemer geregtig op verlof met volle besoldiging en lewenskostetoelae wat op Geloftedag, Goeie-Vrydag, Paasmaandag, Hemelvaartsdag en Setlaarsdag toegestaan moet word.

(ii) As 'n werknemer se diens onmiddellik voor een van die openbare vakansiedae met besoldiging wat in subartikel (2) (i) genoem word, eindig dan is hy geregtig op besoldiging vir daardie openbare vakansiedae mits hulle binne 'n verlengde tydperk val wat soos volg bereken word:—

Een werkdag ten opsigte van elke volle maand diens (bereken van die dag waarop die werknemer laas op verlof geregtig geword het, of, na gelang van die kortste tydperk, van die datum van indiensneming) moet gevoeg word by die datum waarop die werknemer se diens eindig en indien 'n openbare vakansiedag binne sodanige toegevoegde tydperk val, moet besoldiging daarvoor betaal word.

(iii) As 'n werknemer op Goeie-Vrydag, Paasmaandag, Hemelvaartsdag, Setlaarsdag, Geloftedag, Kersdag, Tweede Kersdag of Nuwejaarsdag werk, moet sy werkgever hom t.o.v. die totale tydperk wat hy op daardie dag werk, besoldig teen 'n skaal van minstens sy gewone uurskaal benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(iv) As 'n openbare vakansiedag met besoldiging op 'n Sondag val, moet dit op die daaropvolgende dag toegestaan word.

(v) As enigeen van die openbare vakansiedae wat in subartikels (1) en (2) van hierdie artikel genoem word op 'n Saterdag val, moet die werkgever sy werknemer wat nie op daardie dag werk nie 8½ uur se besoldiging betaal benewens die besoldiging wat aan hom verskuldig is vir die tyd wat hy van Maandag tot Vrydag gewerk het wat die Saterdag onmiddellik voorafgaan.

(vi) As 'n werknemer op 'n vakansiedag met besoldiging werk, wat op 'n Saterdag val, is die besoldiging vir elke sodanige dag dié wat in subartikel (2) (v) bepaal is, plus, daarbenewens, 1½ maal sy uurloon vir elke uur op die Saterdag gewerk.

(3) *Verlofbesoldiging.*—Die werkgever moet aan sy werknemer aan wie verlof kragtens subartikel (1) hiervan toegestaan is sy verlofbesoldiging nie later as die laaste werkdag voor die aanvang van genoemde tydperk betaal nie, en enige bedrag wat kragtens subartikel (1) of subartikel (2) aan 'n werknemer betaal word, moet bereken word teen die skaal van besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het, of, na gelang van die geval, sy diens geëindig het, en as 'n werknemer op 'n ander basis as dié ooreenkomstig die tyd wat hy werklik gewerk het, besoldig word, moet sy gewone skaal van besoldiging vir die toepassing van hierdie artikel bereken word asof hy by die uur besoldig is en moet op enige datum bepaal word deur sy totale besoldiging gedurende die drie maande voor daardie datum; of, na gelang van die kortste tydperk, die totale dienstydsperk by die betrokke werkgever, te deel deur die getal ure wat gedurende die tydperk waarvoor dié besoldiging betaal is, gewerk is,

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 concerned to become a member of it, the provisions of this section shall immediately come into operation.

15. ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS.

(1) *Annual Leave.*—(i) Every employee who on the latest day on which he can commence his leave shall have completed at least one year's continuous service with his employer shall between the 15th December of each year and the 14th January of the following year, be granted at least three consecutive weeks' annual leave made up as follows:—

- (a) 12 ordinary working days at full wage and cost of living allowance.
- (b) Christmas Day, Boxing Day and New Year's Day as paid public holidays in accordance with section 11 (4) of this Agreement.
- (c) When the Day of the Covenant falls within the period of annual leave it shall in accordance with section 11 (4) of this Agreement also be observed as a paid public holiday thus extending the annual leave period by one day.

(ii) Any employee who on the 15th December of any year has not completed 12 months' continuous service with his employer and whose employment has not been terminated shall be paid—

- (a) for each completed month of service in that year an amount equal to one day's pay (including cost of living allowance) plus—
- (b) for any of the following public holidays falling within the period during which the establishment is closed for the annual holiday period—Day of the Covenant, Christmas Day, Boxing Day and New Year's Day—an amount equal to one day's pay (including cost of living allowance) in respect of each such holiday.

(iii) Upon termination of employment an employee shall receive in lieu of leave calculated as follows:—

One day's pay (including cost of living allowance) in respect of each completed month of service calculated from the 15th December of the previous year or from the date of engagement, whichever is the shorter period.

(2) *Paid Public Holidays.*—(i) In addition to the paid public holidays normally falling within the period of annual leave, i.e. Christmas Day, Boxing Day and New Year's Day, each employee shall be entitled to and be granted leave on full pay and cost of living allowance on the Day of the Covenant, Good Friday, Easter Monday, Ascension Day and Settlers Day.

(ii) Where an employee's service terminates immediately before any of the paid public holidays mentioned in sub-section (2) (i), he shall be entitled to payment for such public holidays, provided they fall within an extended period calculated as follows:—

One working day in respect of each completed month of service (calculated from the day on which the employee last became entitled to leave or from date of engagement whichever is the shorter period) shall be added to the date on which the employee's service terminates and if any paid public holiday falls within such added period it shall be paid for.

(iii) Whenever an employee works on Good Friday, Easter Monday, Ascension Day, Settlers Day, the Day of the Covenant, Christmas Day, Boxing Day or New Year's Day, his employer shall pay him not less than his ordinary hourly wage 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.

(iv) In the event of a paid holiday falling upon a Sunday it shall be observed the day following.

(v) In the event of any of the paid holidays referred to in sub-sections (1) and (2) of this section falling on a Saturday, an employer shall pay his employee who does not work on such day eight and one-half hours' wage in addition to the remuneration which is due to him for time worked from the Monday to the Friday, immediately preceding such Saturday.

(vi) Whenever an employee works upon a paid holiday falling upon a Saturday, payment for any such day shall be in terms of sub-section (2) (v), plus, in addition, one and one-half times his hourly rate of wage for each hour worked on such Saturday.

(3) *Payment for Leave.*—The employer shall pay to his employee to whom leave is granted in terms of sub-section (1) hereof, his pay in respect of leave not later than the last working day before the commencement of the said period and any amount paid to an employee in terms of sub-section (1) or sub-section (2) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be, and whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall, for the purpose of this section, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

(4) Vir die toepassing van hierdie artikel word dit beskou dat diens begin—

- (a) op die datum waarop die werknemer by die werkgever in diens getree het; of
- (b) op die datum waarop 'n werknemer, aan wie afwesigheidsverlof ooreenkomstig die vorige Ooreenkoms met volle besoldiging toegestaan is, op dié verlof kragtens dié Ooreenkoms geregtig geword het.

(5) Geen korttyd moet deur die werkgever by die berekening van die dienstydperk vir kwalifisering vir jaarlikse verlof kragtens subartikel (1) van hierdie artikel afgetrek word nie.

(6) As 'n werknemer van die werk weggeby het [om enige ander rede as dié in subartikel (9) genoem, om 'n rede wat vir sy werkgever bevredigend is], moet die tydperk van afwesigheid nie as diens kragtens subartikel (1) van hierdie artikel beskou word nie.

(7) *Klerklike werknemers en nagwagte.*—'n Werkgever kan met sy klerklike werknemers en nagwagte onderling ooreenkom om hul jaarlikse verlof op 'n ander tydperk te neem as tussen 15 Desember en die daaropvolgende 14 Januarie, soos bepaal in subartikel (1) van hierdie artikel.

(8) *Verlof en opsegging mag nie saamval nie.*—Die tydperk van 'n werknemer se jaarlikse verlof mag nie saamval met 'n tydperk van opsegging van 'n werknemer se diens of 'n tydperk waarin hy vredesopleiding kragtens die Zuid Afrika Verdedigings Wet, No. 13 van 1912, ondergaan nie.

(9) Elke tydperk waarin 'n werknemer—

- (a) met verlof kragtens subartikel (1) afwesig is; of
- (b) vredesopleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, ondergaan; of
- (c) op las of op versoek van sy werkgever van sy werk afwesig is; of
- (d) van sy werk afwesig is weens siekte of weens die feit dat geen vroulike werknemer in 'n inrigting werksaam mag wees en geen werkgever van 'n vroulike werknemer kan vereis of haar toelaat om in sy inrigting te werk gedurende die tydperk wat begin vier weke voor die verwagte datum van haar bevalling en wat eindig agt weke na die geboorte nie; as die kindjie doodgebore word, of sterwe voor verloop van agt weke na die geboorte, hou die bepalings van hierdie subartikel op om van krag te wees van die datum af wat deur die Nywerheidsraad vasgestel word;

word vir die toepassing van subartikels (1) en (2) as diens beskou; met dien verstande dat—

- (i) die bepalings van paragraaf (d) nie t.o.v. 'n tydperk van afwesigheid weens siekte vir langer as drie agtereenvolgende dae van toepassing is nie, as die werknemer, wat nie 'n werknemer is wat in subparagraaf (ii) genoem word, nie, in gebreke bly, nadat sy werkgever om so 'n sertifikaat gevra het, om aan die werkgever 'n sertifikaat van 'n geneesheer voor te lê dat hy weens siekte verhinder was om te werk, of t.o.v. daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige twaalf maande, van meer as dertig dae;
- (ii) van 'n werknemer wie se werkgever kragtens 'n landswet verplig is om te voorsien in die versorging en behandeling van dié werknemer by siekte of besering, kan nie vereis word om ten opsigte van enige tydperk van afwesigheid wat in subparagraaf (i) genoem word, 'n geneesheer se sertifikaat voor te lê nie.

16. INDIENSNEMING, OORPLASING EN DIENSBEÏNDIGING.

(1) *Dienssertifikate moet by indiensneming voorgelê word.*—Voordat 'n werknemer in diens geneem word, moet 'n werkgever van die werknemer vereis om 'n dienssertifikaat, deur die Raad in die vorm in Aanhangsel A van hierdie Ooreenkoms uitgereik, voor te lê.

Onmiddellik by indiensneming moet die werkgever in die ruimte vir „verdere ervaring” die naam van sy fabriek invul, asook die datum van indiensneming, bedryf, loon by indiensneming, en die kaart bewaar sodat daar ter geleëner tyd by beëindiging van die diens van die werknemer daarvoor kragtens subartikel (2) van hierdie artikel beskik kan word.

(2) *Dienssertifikate moet by diensbeëindiging aan die werknemer terugbesorg word.*—By diensbeëindiging van 'n werknemer moet die werkgever onmiddellik die oorblywende besonderhede op die werknemer se dienssertifikaat invul, n.l. datum van vertrek, loon by vertrek en duur van diens. Die ingevulde kaart moet dan geparafeer en by diensbeëindiging aan die werknemer oorhandig word.

(3) *Handelswyse wanneer werknemer nie dienssertifikaat voorlê nie.*—Die werkgever moet onmiddellik by diensaanvaarding 'n aansoek in die vorm van Aanhangsel B van hierdie Ooreenkoms deur die voornemende werknemer laat invul en moet dit aan die weeklikse opgawe van diensaanvaardings heg wat in subartikel (4) hiervan genoem word. Ingeval die voornemende werknemer nie voorheen in die klerkasienywerheid in diens was nie, moet die werkgever of die applikant nie in diens neem totdat 'n doktersertifikaat ooreenkomstig subartikel (7) hieronder voorgelê is nie, of as hy die applikant sonder so 'n sertifikaat in diens neem; dié werknemer se dienste nie langer as twee weke behou nie, tensy 'n doktersertifikaat gedurende hierdie tyd ooreenkomstig subartikel (7) voorgelê is.

(4) For the purpose of this section employment shall be deemed to commence from—

- (a) the date on which the employee entered the employer's services; or
- (b) the date on which an employee who has, in accordance with the previous Agreement been granted leave of absence on full pay, became entitled to such leave in terms of such Agreement whichever may be the later.

(5) Short time shall not be deducted by an employer, when computing the period of employment qualifying for annual leave, in terms of sub-section (1) of this section.

(6) Where an employee has absented himself from work [for any reason other than that referred to in sub-section (9) for a reason satisfactory to his employer] such period of absence shall not be considered as employment in terms of sub-section (1) of this section.

(7) *Clerical Employees and Night Watchmen.*—An employer may take mutual arrangements with his clerical employees and night watchmen to take their annual holiday at a period other than between the 15th December and the ensuing 14th January, as provided for in sub-section (1) of this section.

(8) *Leave and Notice not to Be Concurrent.*—The period of annual leave of an employee shall not be concurrent with any period during which an employee is under notice of termination of employment or is undergoing peace training under the South Africa Defence Act, No. 13 of 1912.

(9) Any period during which an employee—

- (a) is on leave in terms of sub-section (1); 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, or by reason of the fact that no female shall work in an establishment and no employer shall require or permit any female to work in his establishment during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after birth; if the child is stillborn or dies before the expiration of eight weeks after birth, the provisions of this sub-section shall cease to apply as from the date fixed by the Industrial Council;

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

- (i) the provision 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 by a medical practitioner 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 of employment, which is in excess of thirty days;
- (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).

16. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT.

(1) *Service Cards to be Produced on Engagement.*—An employer shall, before engaging an applicant for work, require an applicant to produce a service card issued by the Council in the form on Annexure A to this Agreement.

The employer shall forthwith upon engagement enter in the space provided for "subsequent experience" the name of his factory, the date of engagement, occupation, wage on engagement and shall retain the card in safe keeping so that it can in due course be dealt with in terms of sub-section (2) of this section upon termination of service of the employee.

(2) *Service Card to be Returned to Employee on Termination of Service.*—Upon termination of service of an employee, the employer shall forthwith complete the remaining details on the employee's service card, i. e. date of leaving, wage at date of leaving and length of employment. The completed card shall thereafter be initialed and handed to the employee on termination of service.

(3) *Procedure when Employee does not Produce a Service Card.*—The employer shall forthwith upon engagement cause an application in the form of Annexure B to this Agreement to be completed by the prospective employee and shall attach same to the weekly return of engagements referred to in sub-section (4) hereunder. Where the prospective employee has not previously been employed in the clothing industry, the employer shall either not engage the applicant until a medical certificate has been produced in accordance with sub-section (7) hereunder, or if he engages the applicant without such certificate, shall not retain the services of such employee for more than four weeks unless, during this period, a medical certificate in accordance with sub-section (7) has been produced.

(4) *Weeklikse opgawe van indiensneming en diensbeëindiging.*—Op sy laaste op Vrydag elke week moet die werkgewer 'n opgawe invul en aan die Raad stuur in die vorm van Aanhangsel C van hierdie Ooreenkoms van alle gevalle van indiensneming en diensbeëindiging van werknemers t.o.v. daardie week; met dien verstande dat ingeval daar geen personeelveranderinge in 'n week plaasgevind het nie, geen opgawe ingestuur hoef te word nie.

(5) *Oorplasinge moet aangemeld word.*—Elke werkgewer moet binne vyf dae van die einde van elke kalendermaand die Raad in kennis stel van alle oorplasinge van een bedryf na 'n ander van sy werknemers in die vorm voorgeskryf by Aanhangsel D van hierdie Ooreenkoms.

Ewe-eens moet die werkgewer oorplasinge op die onderskeie kaarte van elke betrokke werknemer aanteken.

(6) *Kennis van diensbeëindiging van werknemers se diens moet skriftelik gegee word.*—Die werkgewer moet, wanneer hy kennis gee van sy voorneme om 'n werknemer af te dank, sy werknemer skriftelik kennis gee in die vorm van Aanhangsel E van hierdie Ooreenkoms (sien artikel 18).

(7) *Verpligte X-straalondersoek van nuwelinge in die nywerheid.*—Niemand wat nie vroeër in die nywerheid in diens was, mag deur 'n werkgewer na die datum van die inwerkingtreding van hierdie Ooreenkoms in diens geneem word nie, tensy 'n doktersertifikaat van geskiktheid vir diens van die Tuberkuloseklyniek van die Kaapstadse Munisipaliteit verkry is, of voor indiensneming of binne twee weke van die datum van indiensneming.

Die doktersertifikaat moet in die vorm wees wat in Aanhangsel F van hierdie Ooreenkoms voorgeskryf is en moet by die aansoek om 'n dienssertifikaat gaan wat aan die Raad voorgelê word ingeval die werknemer deur die werkgewer in diens geneem word.

17. REKORDKAARTE, WET EN OOREENKOMS.

(1) *Rekordkaarte.*—Elke werkgewer moet 'n rekordkaart t.o.v. elkeen van sy werknemers hou met die volgende besonderhede daarop:—

- (a) Fabrieksnommer van werknemer.
- (b) Naam.
- (c) Geslag.
- (d) Adres.
- (e) Ouderdom.
- (f) Bedryf.
- (g) Begindatum.
- (h) Vorige ervaring.
- (i) No. van dienssertifikaat of dienskaart.
- (j) Beginsalaris.
- (k) Verhogingsdatums.

(2) *Vertoning van Ooreenkoms.*—Elke werkgewer moet op 'n opvallende plek in sy inrigting wat maklik toeganklik vir sy werknemers is, 'n leesbare eksemplaar van hierdie Ooreenkoms in albei landstale en in die vorm wat by die Wet voorgeskryf is, opplak en opgeplak hou.

(3) *Toepassing van Ooreenkoms.*—Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en kan meningsuitings ter leiding van werkgewers en werknemers uitvaardig wat nie teenstrydig met die bepalings daarvan is nie.

(4) *Vertoning van Fabriekswet en -regulasies.*—Ooreenkomstig die vereistes van die Wet op Fabriekke is dit noodsaaklik dat elke werkgewer op 'n opvallende plek in sy inrigting wat goed bekend is en maklik toeganklik is vir sy werknemers wat in sy inrigting werk, 'n eksemplaar van die Wet en die regulasies daarkragens opgestel, opplak en opgeplak hou.

18. DIENSBEËINDIGING.

(1) *Tydperk van kennisgewing.*—Onderworpe—

- (a) aan die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak om enige goeie rede wat by wet as voldoende beskou word, te beëindig; en
- (b) aan die bepalings van enige skriftelike ooreenkoms tussen die werkgewer en sy werknemer, wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan albei kante, en vir langer as een week of een maand, al na die geval;

moet die werkgewer en sy werknemer in die geval van 'n werknemer wat weekliks besoldig word, minstens een week kennis gee, en in die geval van 'n werknemer wat maandeliks besoldig word, minstens een maand kennisgewing van sy voorneme om die dienskontrak te beëindig.

(2) *Besoldiging of verbeuring in plaas van kennisgewing.*—Ingeval 'n werkgewer of werknemer in gebreke bly om kennis te gee waarvoor in subklousule (1) hiervan voorsiening gemaak is, moet hy onderskeidelik—

- (a) in die geval van 'n werknemer wat weekliks besoldig word, een week se besoldiging; en
- (b) in die geval van 'n werknemer wat maandeliks besoldig word, een maand se besoldiging;

een die loonskaal wat die werknemer ontvang het onmiddellik voor die datum van die beëindiging, betaal of verbeur.

Met betrekking tot bogenoemde, word afwesigheid van werk onder toestemming vir 'n tydperk van ses agtereenvolgende dae beskou as beëindiging van die dienskontrak tensy die werknemer binne ses dae 'n doktersertifikaat aan sy werkgewer verstrek het wat sertifiseer dat hy nie in staat is om sy gewone werk te doen

(4) *Weekly Return of Engagements and Terminations of Service.*—Not later than on Friday of each week the employer shall complete and transmit to the Council a record in the form of Annexure C to this Agreement of all engagements and terminations of service of employees in respect of that week; provided that where in any week no staff changes have been effected, no return need be submitted.

(5) *Transfers to be Notified.*—Every employer shall within five days of the end of each calendar month, notify the Council of all transfers in occupation of his employees in the form prescribed in Annexure D of this Agreement.

The employer shall likewise record transfers on the respective cards of each employee affected.

(6) *Notice of Termination of an Employee's Services to be Given in Writing.*—The employer shall when giving notice of intention to dismiss an employee, give his employee written notice in the form of Annexure E to this Agreement (vide section 18).

(7) *Compulsory X-Ray Examination of New Entrants into the Industry.*—No person who has not previously been employed in the industry shall be employed by an employer after the date of coming into operation of this Agreement unless a medical certificate of fitness for employment has been obtained from the Tuberculosis Clinic of the Cape Town Municipality either prior to engagement or within four weeks from the date of engagement.

The medical certificate shall be in the form prescribed in Annexure F of this Agreement and shall be transmitted to the Secretary of the Sick Fund in the event of the employee being engaged by the employer.

17. RECORD CARDS, ACT AND AGREEMENT.

(1) *Record Cards.*—Every employer shall maintain a record card in respect of each of his employees showing the following particulars:—

- (a) Factory number of employee.
- (b) Name.
- (c) Sex.
- (d) Address.
- (e) Age.
- (f) Occupation.
- (g) Starting date.
- (h) Previous experience.
- (i) Number of certificate of service or service card.
- (j) Commencing wage.
- (k) Dates of increments.

(2) *Exhibition of Agreement.*—Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees, in the form prescribed in the regulations under the Act, a legible copy of this Agreement, in both official languages.

(3) *Administration of Agreement.*—The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

(4) *Exhibition of Factory Act and Regulations.*—In accordance with the requirements of the Factories Act, it is essential that every employer affix, and keep affixed in his establishment, a copy of the Act and the regulations made thereunder, in a prominent position well known and easily accessible to employees working in his establishment.

18. TERMINATION OF EMPLOYMENT.

(1) *Period of Notice.*—Subject to—

- (a) the right of an employer or an employee to terminate a contract of employment without notice for any good cause recognised by law as sufficient;
- (b) the provisions of any written Agreement between the employer and his employees which provides for a period of notice of equal duration on both sides and for longer than one week or one month as the case may be;

an employer and his employee shall, in the case of a weekly paid employee, give not less than one week's notice and in the case of a monthly paid employee, not less than one month's notice, of his intention to terminate the contract of employment.

(2) *Payment or Forfeiture in lieu of Notice.*—In the event of an employer or an employee failing to give notice as provided in sub-clause (1) hereof, he shall pay or forfeit respectively—

- (a) in the case of a weekly paid employee one week's pay;
- (b) in the case of a monthly paid employee, one month's pay; at the rate of pay which such employee was receiving immediately before the date of such termination.

In the above regard absence from work without prior permission for a period of six consecutive days shall constitute a termination of contract of service unless within such six days the employee has furnished to his employer a medical certificate certifying his inability to perform his usual work, in which case

nie, en in dié geval moet die werkgewer binne drie dae na hy die sertifikaat ontvang het die werknemer in kennis stel dat hy sy werk vir hom sal hou totdat die werknemer in staat is om te kom werk, of hy moet die werknemer skriftelik kennis gee van die beëindiging van sy diens. 'n Werkgewer wat in gebreke bly om die werknemer se werk vir hom te hou of om binne drie dae kennis te gee, moet verplig word om die werknemer te besoldig in plaas van kennis te gee.

(3) Nieteenstaande andersluidende bepalings in hierdie Ooreenkoms is die werkgewer, indien enige geld wat 'n werkgewer aan 'n werknemer by wyse van lone skuld, onvoldoende is om die volle bedrag te vereffen van die verbeuring in subklousule (2) van hierdie artikel, genoem, daarop geregtig om sodanige bedrag agter te hou van ander voordele (as daar is) wat vir sodanige werknemer aan die oploop was ten tyde van die beëindiging van sy dienskontrak.

Vir die toepassing van hierdie subartikel moet enige besoldiging wat kragtens subartikels (1), (2) en (3) van klousule 15 van hierdie Ooreenkoms aan 'n werknemer verskuldig is, ook as 'n voordeel beskou word wat aan die oploop is.

(4) Wanneer 'n ooreenkoms kragtens subklousule (1) van hierdie artikel aangegaan word, moet die betaling of verbeuring in plaas van kennisgewing in verhouding wees tot die tydperk van kennisgewing waarvoor ooreengekom is.

(5) *Datum waarop kennisgewing in werking tree:* (i) *Weekliks besoldigde werknemers.*—Kennis moet gegee word op of voor die dag wat die werkweek van die inrigting afsluit en moet van daardie dag af in werking tree, ten spyte van die feit dat sodanige dag nie die gewone betaaldag van die inrigting is nie.

(ii) *Maandeliks besoldigde werknemers.*—Kennis moet te eniger tyd voor die gewone sluitingstyd van die inrigting op die laaste werkdag van die kalendermaand gegee word en dit tree in werking op die eerste dag van die daaropvolgende maand.

(6) Vir die toepassing van hierdie artikel, beteken 'n week se diensopsegging 'n werkweek van 42½ uur, of 'n volle week se besoldiging in plaas daarvan en dieselfde voorbehoud is van toepassing op die diensopsegging wat voorgeskryf is, of waarvoor onderling ingevolge subartikel (3) ooreengekom is.

(7) As korttyd in 'n inrigting gewerk word, is kennis van diensopsegging ingevolge (a) en (b) hiervan, soos volg:—

- (a) 'n Werknemer kan sy dienskontrak beëindig deur sy werkgewer 'n gelyke getal dae kennis van diensopsegging te gee as wat korttyd in enige week gewerk word; en
- (b) 'n werkgewer wat korttyd werk, moet op dieselfde wyse opsegging van 'n werknemer se dienskontrak gee.

19. VRYSTELLING.

(1) Onderworpe aan die bepalings van subartikel (2) van hierdie artikel, kan die Raad vrystelling van enigeen van die bepalings van hierdie Ooreenkoms om enige goeie of voldoende rede verleen aan of toestaan ten opsigte van enige persoon; met dien verstande dat geen vrystelling verleen mag word om toe te laat dat 'n vroulike werknemer tussen die ure 6 nm. tot 6 vm. werk nie, tensy dié werk deur 'n noodgeval veroorsaak word.

(2) Die Raad moet ten opsigte van enige persoon aan wie 'n vrystellingsertifikaat verleen word, die voorwaardes vasstel waarop dié vrystelling verleen word en die termyn waarvoor die vrystelling van krag bly; met dien verstande dat die Raad na goeie dunde, nadat aan die betrokke persoon een week skriftelike kennis gegee is, 'n vrystellingsertifikaat kan herroep of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen word 'n sertifikaat deur hom onderteken, uitreik waarin vermeld word—

- (a) die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop die vrystelling verleen word; en
- (d) die termyn waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet 'n kopie van elke uitgereikte sertifikaat bewaar en waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

(5) 'n Werknemer in diens onder vrystelling van een of meer van die bepalings van artikel 4 (1), word vir die doel van die getalverhouding van werknemers waarvoor voorsiening in artikel 8 van hierdie Ooreenkoms gemaak word, as 'n „leerlingwerknemer” beskou.

20. SITPLEKKE.

Sitplekke met geskikte rugleunings, deur die Raad goedgekeur, moet aan alle vroulike werknemers verskaf word.

21. GEREEDSKAP EN MATERIAAL.

Die werkgewer moet alle gereedskap (behalwe skêre), materiaal en benodighede vir die vervaardiging van klerasie kosteloos aan werknemers verskaf.

22. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te dek, moet elke werkgewer weekliks van die verdienste van elkeen van sy werknemers, behalwe klerklike werknemers, vir wie minimum lone in artikel 4 van hierdie Ooreenkoms voorgeskryf is, een pennie aftrek. By die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maandeliks en uiterlik op die 7de dag van elke maand aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur.

the employer must, within three days of receipt of such certificate advise the employee that he will keep his employment open until the employee is able to work or tender to such employee written notice of termination of service. Any employer who fails to keep the employee's employment open or to tender notice within such three days shall be required to pay the employee in lieu of such notice.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-clause (2) of this section, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purpose of this sub-section any payment which may be due to an employee in terms of sub-clauses (1), (2) and (3) of clause 15 of this Agreement shall also be regarded as a benefit in the process of accrual.

(4) When an agreement is entered into in terms of sub-clause (1) of this section, the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) *Date of Operation of Notice:* (i) *Weekly Paid Employees.*—Notice shall be given not later than and shall take effect from the day which concludes the working week of the establishment notwithstanding that such day may not be the regular pay day of the establishment.

(ii) *Monthly Paid Employees.*—Notice shall be given at any time prior to the usual closing time of the establishment on the last working day of the calendar month and shall operate from the first day of the succeeding month.

(6) For the purpose of this section, a week's notice shall mean a working week of 42½ hours, or a full week's pay in lieu thereof, and the same proviso shall apply to the period of notice prescribed or mutually agreed upon, in terms of sub-section (3).

(7) Where short time is worked in an establishment, notice to terminate employment shall be in terms of (a) and (b) hereof:—

- (a) An employee may terminate his contract of employment, by giving his employer notice equivalent to the number of days being worked on short time in any week; and
- (b) an employer working short time, shall give like notice to an employee to terminate his contract of employment.

19. EXEMPTIONS.

(1) Subject to the provisions of sub-section (2) of this section, 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; provided that no exemption shall be granted to permit of a female employee being employed between the hours of 6 p.m. to 6 a.m. unless such work is necessitated by an emergency.

(2) The Council shall fix, in respect of any person granted a licence of exemption, 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 exemption licence whether or not the period for which exemption was granted, has expired.

(3) The secretary to the Council shall issue to every person granted exemption, a licence, signed by him, setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted; and
- (c) the conditions subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The secretary to the Council shall 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.

(5) Any employee working under an exemption from one or more of the provisions of section 4 (1), shall be deemed to be a "learner" employee for the purpose of the ratio of employees provided for under section 8 of this Agreement.

20. SEATING ACCOMMODATION.

Seats with suitable back rests, approved of by the Council, shall be provided for all female employees.

21. TOOLS AND MATERIALS.

The employer shall, free of any charge, supply to the employees all tools (other than scissors), materials and requisites for the manufacture of clothing.

22. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct one penny per week from the earnings of each of his employees, for whom minimum wages are prescribed in section 4 of this Agreement. To the amount so deducted, the employer shall add a like amount and forward month by month, and not later than the 7th day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town.

(2) Elke werkgever moet vir elke week van elke kalendermaand op die vorm deur die Raad in die vorm van Aanhangel G van hierdie Ooreenkoms verskaf, 'n opgawe by die Raad indien van die getal werknemers in sy diens.

(3) Die bepalinge van hierdie klousule is nie van toepassing op werknemers wat £540 per jaar of meer ontvang nie.

23. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD.

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

24. AGENTE.

(1) Die Raad moet een of meer bepaalde persone aanstel as sy agent of agente om by die toepassing van die bepalinge van hierdie Ooreenkoms behulpsaam te wees. 'n Agent het die reg om—

(a) enige perseel of plek waar die klerasienuwerheid uitgeoefen word, te betree, te ondersoek en te inspekteer, te eniger tyd wat hy rede het om te glo dat 'n persoon daarin werk-saam is;

(b) elke werkgever of werknemer wat hy in of by die perseel of plek aantref, na sy goedgevoel, of in teenwoordigheid van ander persone, mondelings te ondervra met betrekking tot sake aangaande hierdie Ooreenkoms en hulle moet die vrae wat deur genoemde agent gestel word, beantwoord;

(c) te eis dat enige kennisgewing, boek, lys of ander stuk wat gehou, vertoon of gemaak moet word om te voldoen aan die bepalinge in sake rekords hou wat nodig is vir die nakoming van hierdie Ooreenkoms, vertoon word en om dit te ondersoek, na te gaan en afskrifte daarvan te maak op enige wyse wat hy ter uitvoering van sy pligte nodig mag ag;

(d) te eis dat alle betaalstate, stukwerkloonsregisters of enige ander boek of boeke waarin aantekening gehou word van die werklike lone wat betaal is aan enige werknemer wie se lone in hierdie Ooreenkoms bepaal word, getoon word om dit te ondersoek, na te gaan en 'n afskrif daarvan te maak.

(2) Wanneer die agent enige plek betree, of boeke ondersoek of nagaan, soos voorheen in hierdie artikel vermeld, kan hy 'n tolk of 'n assistent, aangestel deur die Raad, met hom saamneem.

(3) Elkeen op wie die bepalinge van hierdie Ooreenkoms bindend is, moet die agent al die fasiliteite verleen wat in hierdie artikel genoem word.

25. VERBOD OP BUITEWERK EN OPENBAARMAKING VAN WERKGEWERS SE PATRONE, ENS.

(1) Geen werknemer in die nywerheid mag werk uitgee om vervaardig te word nie, behalwe in 'n fabriek soos omskryf kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941; ook mag hy van niemand vereis of hom toelaat om werk in die klerasienuwerheid ten behoeve van homself te verrig nie, behalwe of—

(a) as 'n werknemer van daardie werkgever; in dié geval moet alle werk wat deur dié werknemer verrig word, in die inrigting van die werkgever uitgevoer word; of

(b) as 'n werknemer van 'n ander werkgever in die nywerheid aan wie werk ooreenkomstig artikel 28 betreffende sny, maak en opmaak, uitgegee is.

(2) Vir die toepassing van hierdie artikel sluit 'n „werkgever in die nywerheid” 'n persoon in wat nie self 'n vervaardiger is nie maar wat werk uitgee aan ander wat, as dit uitgevoer word op die perseel van die persoon wat die werk uitgee, werk binne die klerasienuwerheid, soos omskryf, sou uitmaak. Vir die toepassing van hierdie subartikel sluit „werk uitgee” die uitreiking van materiaal in vir die doel om dié materiaal in kledingstukke of gedeeltes van kledingstukke te laat opmaak.

(3) Geen werknemer in diens van 'n werkgever mag snypatrone of leipatrone wat deur sy werkgever gebruik word, aan 'n ander werkgever openbaar maak nie.

(4) Geen werkgever mag 'n werknemer van enige ander werkgever oorrede om snypatrone of leipatrone wat deur dié werknemer se werkgever gebruik word, openbaar te maak nie.

26. SIEKTEBYSTANDSFONDS.

(1) Die fonds kragtens Goewermenskennisgewing No. 43 van 9 Januarie 1948 ingestel, en as die „Siektebystandsfonds van die Kaapse Klerasienuwerheid” bekend word hierby voortgesit.

(2) Die fonds moet volgens en ingevolge die reëls van genoemde fonds, soos deur die Raad goedgekeur, beheer word deur 'n bestuurskomitee wat hierna die „komitee” genoem word en deur die Raad op 'n behoorlik gekonstitueerde raadsvergadering aangestel is en bestaan uit drie elkeen van die werkgever- en werknemerverteenwoordigers op die Raad met die voorsitter en ondervoorsitter van die Raad as *ex officio* lede. Vir elke aangestelde verteenwoordiger moet 'n plaasvervanger benoem word op die wyse soos in artikel 10 (1) van die konstitusie van die Raad, soos gewysig, bepaal. 'n Betaalde sekretaris wat ook die sekretaris van die fonds moet wees, moet ook deur die komitee benoem word.

(3) Een eksemplaar van die reëls van genoemde fonds en wysigings daarvan moet deur die Sekretaris van die Raad gehou word, en een eksemplaar van genoemde reëls en wysigings daarvan moet deur die Sekretaris van die Raad by die Sekretaris van Arbeid ingedien word.

(2) Each employer shall make a return to the Council of the number of employees employed by him for each week of each calendar month on the form supplied by the Council in the form of Annexure G to this Agreement.

(3) The provisions of this clause shall not apply to employees in receipt of £540 per annum or more.

23. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

24. AGENTS.

(1) The Council shall appoint one or more specified persons as its agent or agents to assist in giving effect to the terms of this Agreement. An 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 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, in respect of matters relating to this Agreement, every employer or employee whom he finds in or about the premises or place, and these persons shall answer the questions put to them by the said agent;

(c) require the production of any notice, book, list or other documents which is required to be kept, exhibited or made for the purpose of record necessary to the observance of the terms of this Agreement, and inspect, examine and copy it in any way he may deem to be necessary in the discharge of his duties;

(d) require the production, and inspect, examine and copy all paysheets, piece-work books, or any other book or books wherein is kept an account of the actual wages paid to any employee for whom wages are prescribed in this Agreement.

(2) The agent, when entering, inspecting or examining any such place or books aforementioned in this section, may take with him an interpreter or assistant appointed by the Council.

(3) Every person upon whom the terms of this Agreement are binding shall afford the agent all the facilities prescribed in this section.

25. PROHIBITION OF OUTWORK AND DISCLOSURE OF EMPLOYERS' PATTERNS, ETC.

(1) No employer in the industry shall give out any work, to be manufactured except in a factory as defined in terms of the Factories, Machinery and Building Works Act, 1941, and nor shall he require or permit any person to perform any work in the clothing industry on his behalf other than either—

(a) as an employee of that employer, in which event all work to be performed by such employee shall be performed in the establishment of the employer; or

(b) as an employee of another employer in the industry to whom work has been given out in accordance with section 28 of this Agreement relating to cut, make and trim.

(2) For the purpose of this section an „employer in the industry” shall include a person who is not himself a manufacturer but who gives out work to others which, if performed on the premises of the person giving out the work, would constitute work within the clothing industry as defined. For the purposes of this sub-section „giving out work” shall include the issue of materials for the purpose of having such materials made up into garments or portions of garments.

(3) No employee in the employ of an employer shall disclose to any other employer or person any cutting-patterns or templates used by his employer.

(4) No employer shall induce any employee of another employer to disclose any cutting-patterns or templates used by such employee's employer.

26. SICK BENEFIT FUND.

(1) The fund established under Government Notice No. 43 of 9th January, 1948, and known as the „Cape Clothing Industry Sick Benefit Fund”, is hereby continued.

(2) The fund shall be administered according to and in terms of the rules of the said fund as approved by the Council, by a management committee, hereinafter referred to as the committee, appointed by the Council at a duly constituted meeting of the Council and consisting of three each of the employers' and employees' representatives on the Council, with the chairman and the vice-chairman of the Council as *ex-officio* members. For every representative appointed an alternate shall be appointed in the manner provided for in section 10 (1) of the constitution of the Council as amended. A paid secretary, who shall also be the secretary of the fund, shall also be appointed by the committee.

(3) One copy of the rules of the said fund and any amendments thereof shall be kept by the secretary of the Council, and one copy of the said rules and any amendment thereof shall be lodged by the secretary of the Council with the Secretary for Labour.

(4) (a) Vir die doeleindes van dié fonds, moet elke werkgewer elke week van die lone van elkeen van sy werknemers, hierna „bydraer” genoem, vir wie minimum lone in hierdie Ooreenkoms voorgeskryf is en wat gedurende enige week gewerk het, afgesien van die tyd aldus gewerk, 'n bedrag aftrek van—

- (i) in die geval van 'n werknemer wat minder as £2. 0s. 6d per week verdien, 3d.;
- (ii) in die geval van 'n werknemer wat £2. 0s. 6d. of meer per week verdien, maar minder as £4 per week, 5d;
- (iii) in die geval van 'n werknemer wat £4 en meer per week verdien, maar minder as £6 per week, 7d.;
- (iv) in die geval van 'n werknemer wat £6 en meer per week verdien, 1s. 1d.

(b) By die bedrag aldus in elke geval afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maandeliks maar uiterlik die sewende dag van elke maand aan die sekretaris van die fonds stuur na die adres waaroor die bestuurskomitee van tyd tot tyd besluit.

(c) Die totale bedrag wat maandeliks deur die werkgewer aangestuur word en wat sy betalings en die aftrekkings van die lone van bydraers in sy diens afgetrek, verteenwoordig, moet vergesel wees van die spesiale vorm wat kosteloos deur die fonds verskaf word en onderstaande aantoon:—

- (i) Die naam van die werkgewer voluit;
- (ii) die naam van elke bydraer voluit van wie se lone bedrae gemaak is;
- (iii) die fabrieksnummer en die fondsnummer [soos in subartikel (d) van hierdie artikel bepaal] van elke sodanige bydraer;
- (iv) die bedryf van elke sodanige bydraer;
- (v) die getal ure deur elke sodanige bydraer elke week gewerk;
- (vi) die totale loon aan elke bydraer elke week betaal.

In alle ander gevalle is dit slegs nodig dat die bedrag vergesel gaan van 'n opsomming wat die volle naam van die werkgewer toon asook die totale getal bydraers onder elke groep en die betrokke tydperk, en die verskuldigde bedrag.

(d) (i) By ontvangs van die eerste 24 betaling aan die fonds t.o.v. elke bydraer, moet die Sekretaris van die fonds aan elke bydraer 'n fondsnummer gee en aan sy werkgewer 'n bydraeboekie oorhandig wat op die omslag daarvan vermeld—

- (a) die naam van die werkgewer voluit;
- (b) die naam van die bydraer voluit;
- (c) die fabrieksnummer van die bydraer;
- (d) die fondsnummer van die bydraer.

Daarna moet die sekretaris die bydraer in kennis stel om hom aan-te meld en moet die boek aan die bydraer oorhandig word nadat die bydraer die boek in teenwoordigheid van 'n amptenaar van die fonds geteken het.

(e) Alle geld deur die fonds ontvang, moet gestort word in 'n bankrekening vir die fonds wat deur die Nywerheidsraad vir die Klerasiennywerheid (Kaap) geopen word; met dien verstande dat die bestuurskomitee van tyd tot tyd kan gelas dat geld belê word by 'n geregistreerde bougenootskap of ander erkende finansie-inrigting.

(f) Die komitee moet 'n ouditeur, wat 'n geregistreerde geoktrooieerde rekenmeester moet wees, vir die fonds aanstel en moet sy besoldiging vasstel wat uit die fonds betaal moet word. Die rekenings van die fonds moet geouditeer word vir die tydperke eindigende 30 Junie en 31 Desember elke jaar, en die ouditeursverslag moet op of voor onderskeidelik 30 September en 31 Maart beskikbaar wees. 'n Kopie van die rekeningstaat tesame met die ouditeursverslag moet aan die Sekretaris van Arbeid gestuur word, en 'n kopie moet vir inspeksie in die kantoor van die Raad ter insae gelê word.

(g) Uitbetalings uit die fonds moet gestaak word as die bedrag tot krediet van die fonds onderkant £50 val.

(5) Gedurende afwesigheids tydperke van werk weens siekte, moet onderstaande bystand aan bydraers tot die fonds betaal word; met dien verstande dat aansoek om bystand aan die reëls moet voldoen:—

- (i) 17s. 6d. per week in die geval van 'n werknemer wat minder as £2. 0s. 6d. per week verdien;
- (ii) £1. 12s. 6d. per week in die geval van 'n werknemer wat £2. 0s. 6d. en meer per week, maar minder as £4 per week verdien;
- (iii) £2. 7s. 6d. per week in die geval van 'n werknemer wat £4 en meer per week, maar minder as £6 per week verdien;
- (iv) £3. 12s. 6d. per week in die geval van 'n werknemer wat £6 en meer per week verdien;

met dien verstande dat hierdie bystand vir 'n tydperk van hoogstens ses weke teen bovermelde skale betaal moet word en daarna vir 'n tydperk van hoogstens drie weke teen helfte van bovermelde skale.

Vir die doeleindes van betaling van dié bystand beteken „siekte”, enige siekte, teistering of kwaal wat (i) nie aan wan-gedrag of oormatige gebruik van sterk drank of bedwelmende middels toe te skrywe en (ii) nie 'n ongeval, siekte of kwaal is ten opsigte waarvan skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is nie; met dien verstande dat—

- (i) geen bystand t.o.v. enige afwesigheid van twee dae of minder betaal sal word nie, maar dat as dié afwesigheid vir meer as twee opeenvolgende dae duur, bystand by vertoning van 'n doktersertifikaat, vir die volle tydperk van die afwesigheid betaal moet word;

(4) (a) For the purpose of such fund, each employer shall each week deduct from the wages of each of his employees, hereinafter referred to as „contributor” for whom minimum wages are prescribed in this Agreement, and who has worked during any week, irrespective of the time so worked—

- (i) in the case of an employee earning less than £2. 0s. 6d. per week, the sum of threepence;
- (ii) in the case of an employee earning £2. 0s. 6d. per week and more, but less than £4 per week, the sum of fivepence;
- (iii) in the case of an employee earning £4 per week and more, but less than £6 per week, the sum of sevenpence;
- (iv) in the case of an employee earning £6 per week and more, the sum of 1s. 1d.

(b) To the amount so deducted in each case, the employer shall add a like amount and forward month by month, but not later than the seventh day of each month the total sum to the secretary of the fund at such address as the management committee of the fund may decide on from time to time.

(c) The total sum forwarded monthly by the employer representing his payments and the deductions from the wages of contributors in his employ shall in the case of the first payment by new employees be accompanied by a special form provided free by the fund reflecting—

- (i) the full name of the employer;
- (ii) the full name of each contributor from whose wages deductions have been made;
- (iii) the works number and the fund number [provided for in sub-section (d) of this section] of each such contributor;
- (iv) the occupation of each such contributor;
- (v) the number of hours worked by each such contributor each week;
- (vi) the total wages paid to each contributor each week.

In all other cases the sum need be accompanied only by a summary showing the full name of the employer, the total number of contributions under each group and the period concerned, and the amount due.

(d) (i) Upon receipt of the first 24 payments to the fund in respect of each contributor, the secretary of the fund shall allocate a fund number to each contributor and prepare a contribution book reflecting on the cover thereof—

- (a) the full name of the employer;
- (b) the full name of the contributor;
- (c) the works number of the contributor;
- (d) the fund number of the contributor.

The secretary shall thereafter notify the contributor to call and the book shall be handed to the contributor after the contributor has signed the book in the presence of an official of the Fund.

(e) All moneys received by the fund shall be deposited to a banking account for the fund which shall be opened by the Industrial Council for the Clothing Industry (Cape); provided that the management committee may from time to time authorise investment of funds in a registered building society or other recognised financial institution.

(f) The committee shall appoint an auditor for the fund, who shall be a registered chartered accountant and determine his remuneration, which shall be paid out of the fund. The accounts of the fund shall be audited for the periods ending 30th June and 31st December of each year, and the auditor's report shall be made available not later than the 30th September and the 31st March respectively. A copy of the statement of accounts, together with the auditor's report, shall be transmitted to the Secretary for Labour, and a copy shall also lie for inspection at the office of the Council.

(g) Disbursements from the fund shall cease whenever the amount to the credit of the fund falls below £50.

(5) During periods of absence from work owing to sickness, the following benefits shall be paid to contributors to the fund; provided that applications for benefits shall comply with the rules:—

- (i) In the case of an employee earning less than £2. 0s. 6d. per week, 17s. 6d. per week.
- (ii) In the case of an employee earning £2. 0s. 6d. per week and more but less than £4 per week, £1. 12s. 6d. per week.
- (iii) In the case of an employee earning £4 per week and more, but less than £6 per week, £2. 7s. 6d. per week.
- (iv) In the case of an employee earning £6 per week and more, £3. 12s. 6d. per week;

provided that these benefits shall be paid for a period not exceeding six weeks at the above rates, and thereafter for a period not exceeding three weeks at half the above rates.

For the purpose of payment of such benefits, „sickness” shall mean any illness, affliction or disease, which is (i) not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs and (ii) is not an accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941; provided that—

- (i) no benefits will be paid in respect of any absence of two days or less, but that if such absence continue for more than two consecutive days, benefits will be paid for the full period of such absence upon production of a medical certificate;

- (ii) elke applikant om bystand moet vir 'n tydperk van minstens 24 weke aan die fonds bygedra het;
- (iii) bystand is nie-ophopend en geen bydraer kan in enige kringloop van een jaar, gereken van die datum waarop dié bydraer begin het met aan die fonds by te dra, bystand betaal word vir 'n langer tydperk as wat in hierdie subklousule voorgeskryf is nie (t.w. ses weke teen die volle voorgeskrewe skaal en drie weke teen die helfte van die voorgeskrewe skaal);
- (iv) as 'n bydraer sy diens in die nywerheid verlaat ten einde werk buite die nywerheid aan te neem, hy alle eise op die fonds verbeur. As dié bydraer weer in die nywerheid kom, moet hy weer vir 'n tydperk van 24 weke aan die fonds bydra alvorens aanspraak op bystand gemaak kan word;
- (v) swangerskap en/of siekte wat daaruit voortvloei is, vir die doel van bystand, geen „siekte” nie, en slegs een besoek aan die dokter word op koste van die fonds toegelaat.

(6) Die koste van geneeskundige behandeling of artsnykundige voorrade wat deur geneeskundige beamptes gemagtig word, moet deur die beheerraad betaal word by voorlegging aan daardie komitee van bevredigende verslae van geneeskundige beamptes en farmaseute deur die Raad aangestel.

Dié koste moet t.o.v. 'n tydperk van hoogstens drie weke in 'n kringloop van een jaar wees, bereken op die wyse wat in voorbehoudsbepaling (iii) van subartikel (5) van hierdie artikel verduidelik is, en is onderworpe aan dié verdere voorwaardes wat van tyd tot tyd deur die bestuurskomitee vasgestel word.

(7) Ingeval hierdie Ooreenkoms deur verstryking van tyd of beëindiging om enige ander rede verval, moet die fonds steeds deur die bestuurskomitee beheer word totdat dit of gelikwider is of deur die Raad oorgeplaas word na enige ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike fonds ingestel is.

(7) *bis.* Te eniger tyd voor ontbinding kan die Raad 'n pensioen-fonds en/of voorsieningsfonds of welsynfonds instel. Ingeval so 'n fonds ingestel word, kan die Raad te eniger tyd voor ontbinding en na publikasie van 'n pensioen-fonds- en/of voorsieningsfonds- of welsynfondsooreenkoms en die uitbreiding daarvan ingevolge artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, na nie-partye en kragtens artikel *agt-en-veertig* (4) na persone nie ingesluit in die woordbepaling van die term „werknemer”, vervat in artikel *een* van genoemde Wet nie, 'n bedrag van hoogstens £24,000 van die gelde en bates van die Siektebystandfonds van die Kaapse Klerasiennywerheid op sodanige pensioen-fonds en/of voorsieningsfonds of welsynfonds oordra.

(8) Ingeval die Raad ontbind word, of ingeval dit ophou om te fungeer gedurende enige tyd waarin hierdie Ooreenkoms kragtens artikel *vier-en-dertig* (2) van die Wet bindend is, moet die bestuurskomitee steeds die fonds beheer en die lede van die komitee wat bestaan op die datum wanneer die Raad ophou om te fungeer of ontbind word, moet as lede daarvan vir hierdie doeleindes beskou word; met dien verstande egter dat enige vakature wat in die komitee ontstaan, deur die Minister uit lede van werkgewers of werknemers, al na die geval, gevul mag word, ten einde gelykheid van werkgewer- en werknemerverteenwoordigers en van plaasvervangers in die ledetal van die komitee te verseker. Ingeval dié komitee nie in staat is of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die beheer oor die fonds na die mening van die Minister onprakties of onwenslik maak, mag hy 'n kurator of kuratore aanstel om die pligte van die komitee uit te voer en wat vir dié doel al die magte van die komitee moet besit. By verval van hierdie Ooreenkoms moet die fonds gelikwider word op die wyse in artikel 9 van hierdie Ooreenkoms genoem, en indien die sake van die Raad by verval van die Ooreenkoms reeds beredder en sy bates uitgedeel is, moet die balans van hierdie fonds uitgedeel word op die wyse wat in artikel *vier-en-dertig* (4) van die Wet verduidelik word asof dit deel van die algemene fonds van die Raad uitgemaak het.

(9) By likwidering van die fonds kragtens subartikel (7) van artikel 26 van hierdie Ooreenkoms, moet die geld wat nog op krediet van die fonds na betaling van alle eise teen die fonds staan, met inbegrip van administrasie- en likwidasielaste, in die fonds van die Raad inbetaal word.

(10) Die betaling van hierdie artikel is nie van toepassing op maandeliks besoldigde klerklike werknemers nie, maar sodanige uitgesluite werknemers is geregtig op besoldigde siekteverlof van minstens twee weke (10 werkdaze) by voorlegging van 'n dokter-sertifikaat, in enige jaar diens bereken van die datum van indiensneming af of datum van inwerkingtreding van hierdie Ooreenkoms, watter een ook al die jongste is.

27. LEDEGELD VAN VAKVERENIGING.

'n Werkgewer moet op skriftelike versoek van sy werknemer weekliks aftrekkings maak van die werknemer se besoldiging van enige bedrag of bedrae aan ledegeld wat in die genoemde skriftelike versoek genoem word, aan die fonds van die vakvereniging en moet die bedrag of bedrae aldus afgetrek op of voor die vyftiende van elke maand onmiddellik na die maand waarin dié aftrekkings gemaak is, aan die sekretaris van die genoemde vakvereniging stuur.

- (ii) each applicant for benefit shall have contributed to the fund for a period of not less than twenty-four weeks;
- (iii) benefits shall not be accumulative and no contributor shall in any cycle of one calendar year, calculated from the 1st January, be paid benefits for a longer period than that prescribed in this sub-clause (i.e. six weeks at the full prescribed rate and three weeks at half the prescribed rate);
- (iv) if a contributor leaves his employment in the industry for the purpose of taking employment outside the industry, he shall forfeit all claim to the fund. Should such contributor re-enter the industry he must again contribute to the fund for a period of twenty-four weeks before any benefits can be claimed;
- (v) pregnancy and/or any sickness arising therefrom is not an "illness" for the purpose of benefits and only one visit to the doctor shall be allowed at the expense of the fund.

(6) The cost of medical attention or pharmaceutical supplies authorised by medical officers shall be paid by the management committee on presentation to that committee of satisfactory accounts by medical officers and pharmacists appointed by the management committee.

Such costs shall be in respect of a period not exceeding three weeks in any cycle of one year calculated in the manner as set out in proviso (iii) to sub-section (5) of this section and shall be subject to such further conditions as may from time to time be decided by the management committee.

(7) 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.

(7) *bis.* The Council may at any time prior to dissolution establish a pension fund and/or provident or welfare fund. In the event of such fund being established the Council may at any time prior to dissolution and after publication of a Pension Fund and/or Provident or Welfare Fund Agreement and the extension thereof in terms of section *forty-eight* (2) of the Industrial Conciliation Act, 1937, to non-parties and in terms of section *forty-eight* (4) to persons not included in the definition of the expression "employee" contained in section one of the said Act, transfer an amount not exceeding £24,000 of the moneys and assets of the Cape Clothing Industry Sick Benefit Fund to such Pension Fund and/or Provident or Welfare Fund.

(8) In the event of 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 purpose; 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 in the manner set forth in section 9 of this Agreement and if upon the expiration of the Agreement 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.

(9) Upon liquidation of the fund in terms of sub-section (7) of section 26 of this Agreement, the moneys remaining to the credit of the fund after payment of all claims against the fund including administration and liquidation expenses, shall be paid into the funds of the Council.

(10) The provisions of this section shall not apply to monthly paid clerical employees, but such excluded employees shall be entitled to paid sick leave of not less than two weeks (10 working days) upon production of a medical certificate, in any one year of employment calculated from the date of engagement or date of coming into operation of this Agreement, whichever is the later.

27. TRADE UNION SUBSCRIPTIONS.

An employer shall, at the written request of his employee, make deductions weekly from the employee's remuneration of any amount or amounts of subscription, specified in the said written request, to the funds of the trade union, and shall forward the amount or amounts so deducted to the secretary of the said trade union not later than the fifteenth of each month immediately succeeding the month during which such deductions were made.

28. SNY, MAAK EN OPMAAK.

Die skale waarteen en die grondslag of die beginsels waarop betaling moet geskied vir werk op kontrak uitgegee:—

(1) As materiaal uitgegee word om deur enige persoon werk-saam in die gebied wat deur die Hoofdooreenkoms gedek word, tot kledingstukke vervaardig te word, dan is die minimum skale en voorwaardes voorgeskryf in hierdie artikel bindend vir die prinsipaal of aannemer.

(2) Vir die toepassing van hierdie artikel beteken—

(a) „prinsipaal” of „aannemer”, ’n persoon, firma, maatskappy of vereniging van persone wat werk in die klerasie-nywerheid, soos bepaal in die Hoofdooreenkoms, werk op kontrak uitgee, of dié persoon, firma, maatskappy, of vereniging van persone ’n werkgewer is of nie; die verkorte uitdrukking „prinsipaal” moet in onderstaande subartikels beskou word dat dit „prinsipaal” of „aannemer” aandui;

(b) „opmaker”, ’n persoon, firma, maatskappy of vereniging van persone wat onderneem om materiaal wat aan hom of hulle uitgegee is deur ’n prinsipaal of aannemer, soos omskryf in hierdie artikel, tot kledingstukke te vervaardig.

(3) Betaling vir die opmaak van materiaal tot kledingstukke teen die voorgeskrewe minimum skale is verskuldig en moet by voltooiing van elke bestelling geskied.

(4) By die uitdrukking „opmaak” is vir die toepassing van hierdie Ooreenkoms inbegrepe: „sny, maak en die verskaffing van versiersels”, „slegs sny en opmaak”, „slegs maak en die verskaffing van versiersels”.

(5) Die skale hierin voorgeskryf, is vir die opmaak, uit materiaal op kontrak uitgegee, van kledingstukke van voorraad-groottes deur enige persoon werksaam in die gebied deur die Hoofdooreenkoms gedek.

(6) Die uitwerking van hierdie artikel is nie van toepassing op die opmaak van kledingstukke onder kontrak vir enige Staats-departement, of Provinsiale Administrasie, die Suid-Afrikaanse Spoorweë en Hawensadministrasie of plaaslike owerhede nie.

(7) Elke prinsipaal of aannemer en elke persoon aan wie werk op kontrak uitgegee word, moet die state hou soos voorgeskryf in artikel sewe-en-veertig van die Nywerheid-versoenings-wet, 1937, en in regulasie 7 by daardie Wet.

(8) Die minimum skaal wat deur die prinsipaal vir opmaak aan die opmaker sonder aftrekking van watter aard ook al betaal moet word, kom voor in Aanhangsel I van hierdie Ooreenkoms.

29. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer vir wie hierdie Ooreenkoms bindend is moet binne een maand van die datum af waarop hierdie Ooreenkoms vir hom bindend word, aan die Sekretaris van die Raad die besonderhede stuur wat in Aanhangsel H van hierdie Ooreenkoms genoem word.

(2) Ingeval van enige verandering van die naam waaronder of van die adres of adresse waar besigheid gedryf word, of onder die vennote of, as die werkgewer ’n maatskappy is, van die naam van sy sekretaris of onder sy direkteure of bestuurders, of ingeval van sekwestrasie van die werkgewer se boedel, of, as die werkgewer ’n maatskappy is, van die bereddering van die maatskappy, of ingeval van oordrag of oorgawe van die besigheid wat gedryf word, of die verkryging of aanvang van enige ander besigheid wat aan hierdie Ooreenkoms onderworpe is, moet elke werkgewer binne veertien dae van die verandering, sekwestrasie, bereddering, oordrag, oorgawe, verkryging of aanvang, die Sekretaris van die Raad deur middel van ’n skriftelike staat met volledige besonderhede voorsien van die verandering, sekwestrasie, bereddering, oordrag, oorgawe, verkryging of aanvang, al na die geval.

Namens die partye op hede die 20ste dag van Oktober 1953, in Kaapstad-geteken.

SIMON ROY,
Voorsitter van die Raad.

R. CRAWFORD,
Onder-voorsitter van die Raad.

FRANK K. LIGHTON,
Sekretaris.

28. CUT, MAKE AND TRIM.

The rates at which the basis of, or the principles upon which, payment shall be made for work given out on contract:—

(1) Where any material is given out to be made up into garments by any person operating in the area covered by the Main Agreement, then the minimum rates and conditions prescribed in this section shall be binding upon the principal or contractor.

(2) For the purpose of this section—

(a) “principal” or “contractor” shall mean any person, firm, company or association of individuals who gives out work on contract in the clothing industry as defined in the Main Agreement whether or not such person, firm, company or associate of individuals is an employer; the short term “principal” in the following sub-sections shall be deemed to imply “principal” or “contractor”;

(b) “maker up” shall mean any person, firm, company or association of individuals who undertake to make up into garments, material issued to him or them, by a principal or contractor as defined in this section.

(3) Payment for the making up of material into garments at the minimum rates prescribed, shall be due and shall be made upon the completion of each order.

(4) The term “making up” shall, for the purpose of this Agreement, include “cutting, making and the supply of trimmings”, “cutting and making up only”, “making, and supply of trimmings only”.

(5) Rates herein prescribed are for material given out on contract to be made up into stock sizes of garments by any person operating in the area covered by the Main Agreement.

(6) The operation of this section shall not apply to the making up of garments under contract for any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities.

(7) Every principal or contractor and every person to whom work is given out on contract shall keep the records prescribed in section fifty-seven of the Industrial Conciliation Act, 1937, and in regulation 7 under that Act.

(8) The minimum rates which shall be paid for making up by the principal to the maker up without abatement whatsoever shall be as shown in Annexure I to this Agreement.

29. REGISTRATION OF EMPLOYERS.

(1) Every employer on whom this Agreement is binding shall within one month of the date on which this Agreement becomes binding on him furnish to the Secretary of the Council, the particulars set out in Annexure H to this Agreement.

(2) Every employer shall in the event of any change in the name under which or the address or addresses at which business is carried on, or among the partners, or, if the employer is a company, in the name of its secretary or among its directors or managers, or in the event of the sequestration of the employer's estate, or, if the employer is a company, of the winding-up of the company, or in the event of the transfer or abandonment of the business carried on, or the acquisition or commencement of any other business which is subject to this Agreement, furnish to the Secretary of the Council within fourteen days of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement by means of a written statement setting forth full particulars of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement, as the case may be.

Signed at Cape Town on behalf of the Parties this 20th day of October, 1953.

SIMON ROY,
Chairman of the Council.

R. CRAWFORD,
Vice-chairman of the Council.

FRANK K. LIGHTON,
Secretary.

AANHANGSEL A.

Reg. No. _____

Familienaam _____

Voorname _____

Adres _____

Nuwe adres _____

Nuwe adres _____

Nuwe adres _____

REKORD VAN ERVARING OP (datum) _____

_____ jaar _____ maande _____ dae.

Basiese loon _____ Lewenskostoelae _____ per week indien in diens as _____

Ooreenkomstig Raad se rekords gewaarmerk.

vir Sekretaris.

Handtekening van werknemer _____

Datum _____

Datum _____

VERDERE ONDERVINDING.

Fabriek.	Datum van indiens- neming.	Loon.	Datum van vertrek.	Loon.	Bedryf.	Duur van diens.			Paraaf van werkgewer.
						Jare.	Maande.	Dae.	

OPMERKING.—By diensaanvaarding moet hierdie kaart aan die werkgewer oorhandig word wat die eerste drie kolomme moet invul en die kaart bewaar. By vertrek moet die werkgewer die oorblywende kolomme invul en die kaart aan die werknemer teruggee.

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

Hysers by Trafalgar Place-ingang is naaste aan
die Raad se kantoor (Kamer 635).

GRAND PARADE-SENTRUM,
(SESDE VLOER),
ADDERLEYSTRAAT,
KAAPSTAD.
TELEFOON: 2-9931.

AANSOEK OM WERKNEMER SE DIENSREKORDKAART.

Naam van firma _____

L.W.—Hierdie vorm moet in tweevoud deur alle nuwelinge in die nywerheid na 1 Oktober 1949 ingevul word, asook deur alle ander persone wat daarna in diens geneem word wat nie 'n gewaarmerkte diensrekordkaart van die Raad kan voorleë nie.

Naam van applikant _____

Voorheen bekend as _____

Woonadres _____

Ek, mnr./mev./mej _____, verklaar hiermee dat ek _____ jaar
oud is en ondervermelde ondervinding in die klerasiennywerheid gehad het:—

Naam van fabriek.	Bedryf.	Van.	Tydperk.	Tot.	Totaal.
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Ek het ook ondergenoemde bykomende ondervinding gehad:—

- (a) _____ jaar _____ maande _____ dae as kleinhandel- of private snyer.
 (b) _____ jaar _____ maande _____ dae as kleinhandel- of private kleremaakster.
 (c) _____ jaar _____ maande _____ dae as stryker en/of opvouer in die wassery-
bedryf.
 (d) _____ jaar _____ maande _____ dae as klerklike werknemer buite die klerasie-
nywerheid.

Hiermee verklaar ek dat, tot die beste van my wete, bostaande verklaring waar en reg is.

Getuie.

Datum.

Handtekening van voornemende
werknemer.

(SLEGS VIR KANTOORGEBRUIK.)

Berekening van totale ondervinding: _____ jaar _____ maande _____ dae

Nagegaan deur _____ Datum _____

No. van diensrekordkaart uitgereik _____

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

WEEKLIKSE OPGAWE VAN INDIENSNEMING EN DIENSBEÏNDIGING.

Week geëindig _____

DIE SEKRETARIS,
NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP),
POSBUS 1536,
KAAPSTAD.

Werkgewer _____

Adres _____

DEEL I.—INDIENSNEMING.

Familiernaam (nooiensvan moet in hakies kom).	Voornaam (voluit).	Adres.	* Ras.	† Geslag.	‡ Volwas- sene of jeugdige.	Datum van indiens- neming.	Bedryf of vak.	Besoldiging.		Siek- fondsno.	Naam van vorige werkgewer (as daar een was).	Diens- rekord- kaart- no. (as daar een is).	Op- merkings.
								Loon.	L.K.T.				

L.W.—In die geval van nuwe lede van die voorsieningsfonds moet datum van eerste bydrae gemeld word in kolom vir opmerkings.

DEEL II.—DIENSBEËINDIGING.

Familienaam (nooiensvan moet in hakies kom).	Voorname (voluit).	Adres.	* Ras.	† Geslag.	‡ Volwas- sene of jeugdige.	Datum van beëin- diging.	Bedryf of vak.	Besoldiging.		Sieke- fonds no.	Naam van vorige werkgever (as daar een was).	Diens- rekord- kaartno. (as daar een is).
								Loon.	Lewens- kostetoe- lae.			

* B=Blanke. K=Kleurling. A=Asiaat. N=Naturel. † M=Manlik. V=Vroulik. ‡ Vol.=Volwasse. J=Jeugdige.
 L.W.—Oorspronklike moet „Raad se kopie” gemerk word. Tweede moet „Werkloosheidbystandsfonds, Posbus 1052, Johan-
 nesburg” gemerk word. Derde moet kragtens Wet op Registrasie vir Werk gemerk word: „Afdelingsinspekteur van Arbeid, Posbus 872,
 Kaapstad”.

Hiermee sertifiseer ek dat bogenoemde persone op die genoemde datums in diens geneem is.

Handtekening van werkgever of gemagtigde
 verteenwoordiger.

AANHANGSEL D.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

Naam van fabriek _____

DIE SEKRETARIS,
 NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP),
 POSBUS 1536,
 KAAPSTAD.

MAANDELIKSE OPGAWE VAN OORPLASINGS IN BEDRYF.

Hieronder volg besonderhede van werknemers wat gedurende die maande _____ 19____ van een bedryf na 'n ander
 oorgeplaas is:—

Diens- rekord- kaart- no.	Familienaam (in blokletters).	Voorname (eerste voluit).	Geslag.	Nooiensvan.	Vorige bedryf.	Loon.	Datum van oorplasing.	Nuwe bedryf.	Loon.	Opmerkings.
					Ou groep			Nuwe groep		

L.W.—Gebruik deel I van staat om verandering van bedryf aan te dui en deel II vir verandering van groep. Voltooi asseblief elke
 kolom vir alle gevalle.

Datum _____ 19____

Handtekening van firma _____

AANHANGSEL E.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

POSBUS 1536,
 KAAPSTAD.

KENNISGEWING OM DIENS TE BEËINDIG.

Werknemer se naam voluit _____

Fabrieksnummer _____

U word hiermee in kennis gestel dat _____ kennis aan u gegee word om u diens te beëindig, met
 ingang van _____ (Tydperk van kennisgewing.)
 (datum)

Werkgever se naam en adres. _____

Werkgever se handtekening. _____

L.W.—Sien artikel 18. Kennis moet van krag wees van die dag af wat die werkswaek van 'n inrigting afsluit.

Oorspronklike moet „Werknemer se kopie” gemerk word.
 Tweede moet „Werkgever se kopie” gemerk word.

AANHANGSEL F.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

RADIOGRAFIESE ONDERSOEK VAN ALLE NUWELINGE IN DIE NYWERHEID.

AAN:— _____

Reëlins is getref dat u medies op _____ deur die Massa-radiografiediens ondersoek word.

U moet u presies om 8.30 vm. op bogenoemde datum by die Massa-radiografiediens, naby die Tolhek, Kapelstraat, Kaapstad,
 aanmeld, en hierdie brief saamneem. As u laat is, sal u die afspraak misloop en dit sal dan nodig wees om 'n nuwe te maak.

Hierdie brief sal in die kantoor van die Massa-radiografiediens gestempel word en u moet dit na die ondersoek terugkry en dit so gou
 moontlik aan hierdie firma besorg.

Handtekening _____
 Naam van firma _____
 Datum _____

STEMPEL VAN MASSA-RADIOGRAFIEDIENS.

OPMERKINGS.

- (a) Die boonste gedeelte van hierdie vorm moet deur die werkgewer ingevul en aan die voornemende werknemer oorhandig word.
 (b) Die werkgewer moet ook die naam van die firma en dié van die voornemende werknemer op die onderste gedeelte van hierdie vorm invul.
 (c) By ontvangs van die ingevulde mediese sertifikaat hieronder, moet dit deur die werkgewer gestuur word, aan die Sekretaris van die Siekefonds van die Kaapse Klerasiennywerheid, Victoriaweg 350, Soutrivier.

(Moet deur Massa-radiografiediens afgeskeur word.)

VERTROULIK.

MASSA-RADIOGRAFIEDIENS,
KAAPSTAD.

Reeksnommer _____
 Menere _____

Naam van werknemer _____

Die uitslag van die groot film is bevredigend wat tuberkulose van die longe betref, en ons sal bogenoemde werknemer nie vir verdere ondersoek nodig hê nie.

Mediese Direkteur.

AANHANGSEL G.

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID (KAAP).

DIE SEKRETARIS,
 POSBUS 1536, of
 GRAND PARADE-SENTRUM,
 ADDERLEYSTRAAT,
 KAAPSTAD.

19 _____

Telefoon: 2-9931 (3 lyne).

MENEER,

Ingeslote vind u die bedrag van £ _____ : _____ wat die bydraes ingevolge klousule 22 van die Klerasie-ooreenkoms verteenwoordig en waarvan besonderhede hieronder verstrek word vir die tydperk geëindig _____ 19 _____
 Naam van firma _____ Adres _____

OPGAWE VAN WERKNEMERS.

Getal.			Datum.
_____	vir week geëindig	_____	_____
_____	" "	_____	_____
_____	" "	_____	_____
_____	" "	_____	_____
_____	" "	_____	_____
Totale getal	Werknemers teen 1d. per week vir _____ weke	£ _____	
Voeg werkgewer se bydrae van 1d. per week		£ _____	
per werknemer by		£ _____	

Moet tesame met u tjek uiterlik die 7de van elke maand aan die kantoor van die Raad aangestuur word.

AANHANGSEL H.

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID (KAAP).

REGISTRASIE VAN BESIGHEID.

DIE SEKRETARIS,
 NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID (KAAP),
 POSBUS 1536,
 KAAPSTAD.

MENEER,

Ooreenkomstig artikel 27 (bis) van die Nywerheidsraadooreenkoms voorsien ek u hierby van onderstaande besonderhede in verband met hierdie besigheid:—

- (1) Naam waaronder besigheid gedryf word _____
 (2) Adres waar besigheid gedryf word _____
 (3) Aard van besigheid (kort beskrywing, bv. „manskler” is voldoende) _____

- (4) Omskrywing, name en adresse van bestuurslede:—

Naam.	Adres.	Sê: Eienaar, Direkteur, Bestuurder of Sekretaris.
_____	_____	_____
_____	_____	_____

Handtekening van Werkgewer. _____

ANNEXURE A.

Registered No. _____

Surname _____ First names _____
 Address _____ New address _____
 New address _____ New address _____

RECORD OF EXPERIENCE AS AT _____ years _____ months _____ days.

Basic wage _____ Cost of living allowance _____ per week if employed as _____

Certified in accordance with Councils' records. _____

for Secretary. _____

Signature of employee _____ Date _____

Date _____

SUBSEQUENT EXPERIENCE.

Factory.	Date of Engagement.	Wage.	Date of Leaving.	Wage.	Occupation.	Length of Employment.			Initials of Employer.
						Years.	Months.	Days.	

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

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

Lifts at Trafalgar Place entrance are nearest to Council's Office (Room No. 635).

GRAND PARADE CENTRE,
(SIXTH FLOOR),
ADDERLEY STREET,
CAPE TOWN.
TELEPHONE: 2-9931.

APPLICATION FOR EMPLOYEE'S SERVICE RECORD CARD.

Name of firm _____

NOTE.—This form must be completed in duplicate by all new entrants to the Industry after 1st October, 1949, and by all other persons engaged thereafter who are unable to produce a certified Service Record Card from the Council.

Name of applicant _____

Formerly known as _____

Residential address _____

I, Mr./Mrs./Miss _____, hereby state that I am _____ years of age and have had the following experience in the clothing industry:—

Name of Factory.	Occupation.	From.	Period.	To.	Total.

I have also had the following additional experience:—

- (a) _____ years _____ months _____ day as a retail or private tailor.
 (b) _____ years _____ months _____ days as a retail or private dressmaker.
 (c) _____ years _____ months _____ days as an ironer and/or folder in the Laundry Trade.
 (d) _____ years _____ months _____ days as a clerical employee outside the Clothing Industry.

I hereby declare that, to the best of my knowledge, the above statement is true and correct.

Witness.

Date.

Signature of Prospective Employee.

(FOR USE OF COUNCIL OFFICE ONLY.)

Total assessment of experience _____ years _____ months _____ days.

Checked by _____

No. of Service Record Card issued _____ Date _____

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

WEEKLY RETURN OF ENGAGEMENTS AND TERMINATIONS OF SERVICE.

Week ended _____

THE SECRETARY,
INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE),
P.O. Box 1536,
CAPE TOWN.

Employer _____

Address _____

PART I.—ENGAGEMENTS.

Surname (maiden name to be given in brackets).	First Names (in full).	Address.	* Race.	† Sex.	‡ Adult or Juvenile.	Date engaged.	Trade or Occupation.	Remuneration.		Sick Fund No.	Name of Previous Employer (if any).	Service Record Card No. (if any).	Remarks.
								Wage.	Cost of Living.				

N.B.—In the case of new entrants to the Provident Fund, date of first contribution to be given in remarks column.

[illegible]

NOTE.—Original to be marked "Councils' Copy". Second to be marked "Unemployment Insurance Fund, P.O. Box 1052, Johannesburg". Third to be marked "Divisional Inspector, P.O. Box 872, Cape Town", in terms of Registration for Employment Act. I hereby certify that the above persons have been engaged as from the dates specified.

ANNEXURE D.

Name of Factory.

MONTHLY RETURN OF TRANSFERS IN OCCUPATION AND IN PROVIDENT FUND GROUPING.

The following particulars of employees who have been transferred in occupation during the month of _____ 19_____

[illegible]

N.B.—First portion of return to be used for notifying Transfers of Occupation and second portion for transfers of Group. In all cases every column should be completed please.

Date _____ 19____

Signature of Firm _____

ANNEXURE E.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

P.O. Box 1536,
CAPE TOWN.

NOTICE TO TERMINATE EMPLOYMENT.

Employee's name in full

Employee's name in full _____
 Factory No. _____

You are hereby notified that _____ notice is given you to terminate your employment, taking effect from _____ (Date).

Employer's Name and Address.

Signature of Employer.

NOTE.—*Vide* Section 18. Notice must take effect from the day which concludes the working week in an establishment.

Original to be marked "Employee's Copy".

Second to be marked "Employer's Copy".

ANNEXURE F.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

RADIOGRAPHIC EXAMINATION OF ALL NEW ENTRANTS INTO THE INDUSTRY.

To:—

Arrangements have been made for you to be medically examined by the Mass Radiography Service on _____.

You must report to the Mass Radiography Service near the Toll Gate, Chapel Street, Cape Town, at 8.30 a.m. sharp on the above date, taking this letter with you. If you are late you will miss the appointment and it will be necessary to make a fresh one.

This letter will be stamped in the office of the Mass Radiography service and you must collect it after examination and return it to this firm as soon as possible.

Signature _____
Name of firm _____
Date _____

STAMP OF MASS RADIOGRAPHY SERVICE.

NOTES.

- (a) The upper portion of this form is to be completed by the employer and handed to the prospective employee.
 (b) The employer should also insert on the lower portion of this form the name of the firm and name of the prospective employee.
 (c) On receipt of the completed medical certificate below, it is to be forwarded by the employer to the Secretary of the Cape Clothing Industry Sick Fund, 350 Victoria Road, Salt River.
 (To be detached by Mass Radiography Service.)

CONFIDENTIAL.

MASS RADIOGRAPHY SERVICE,
CAPE TOWN.Serial No. _____
Messrs _____

Name of employee _____

The result of the large film is satisfactory as regards tuberculosis of the lungs and we shall not require the above-named employee for further examination.

Medical Director.

ANNEXURE G.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

THE SECRETARY,
 P.O. Box 1536, or
 GRAND PARADE CENTRE,
 ADDERLEY STREET,
 CAPE TOWN.

19_____
 Telephone: 2-9931 (3 lines).

DEAR SIR,

Enclosed please find the sum of £ _____ : _____ representing contributions in terms of clause 22 of the Clothing Agreement, as detailed below for the period ending _____ 19_____
 Name of firm _____ Address _____

RETURN OF EMPLOYERS.

Number.	Date.
_____ for week ending _____	_____
_____ " " _____	_____
_____ " " _____	_____
Total Number _____	employees at 1d. per week for _____ weeks
	Add employer's contribution of 1d. per week £ _____
	£ _____

To be forwarded with your cheque to the office of the Council not later than the 7th of each month.

ANNEXURE H.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

REGISTRATION OF BUSINESS.

THE SECRETARY,
 INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).
 P.O. Box 1536,
 CAPE TOWN.

DEAR SIR,

In accordance with Section 27 (bis) of the Industrial Council agreement, I hereby furnish you with the following particulars in connection with this business:—

- (1) Name under which business is carried on _____
 (2) Address at which business is carried on _____
 (3) Nature of Business (short description, e.g. "men's clothing" will suffice) _____
 (4) Description, names and addresses of management:—

Name.	Address.	State whether Proprietor, Director, Manager or Secretary.
_____	_____	_____
_____	_____	_____

Signature of Employer.

AANHANGSEL I.

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID
(KAAP).

LYS VAN SNY-, MAAK- EN OPMAAKPRYSE.

(1) Hemde, Hoë Graad.

Woordomskeywing.—, Hoë graad" beteken 'n kledingstuk van die styl beskryf in hierdie afdeling en wat volgens standaardafmetings volgens die regte verhoudings gesny is, ten volle gevoer is en op die beste manier deur daardie besondere fabrikant gemaak is.

	Per Dozyn.	Van sy.
	s. d.	s. d.
* Tuniek, omslaanmou, onsigbare halsknoop-sakke, dubbele mousboordjie, dubbele skouerstuk, twee boordjies.....	66 0	70 0
* Tuniek, mou met insetsel, onsigbare halsknoop-sakke, dubbele mousboordjies, dubbele skouerstuk, twee boordjies.....	62 0	66 0
* Tuniek, mou met insetsel, sigbare halsknoop-gat, dubbele mousboordjies, dubbele skouerstuk, twee boordjies.....	58 0	61 0
* Tuniek, mou met insetsel, sigbare halsknoop-gat, enkele mousboordjies, dubbele skouerstuk, twee boordjies.....	56 0	59 0
Oopnek, dubbele skouerstuk, enkel mousboordjies.....	55 0	58 0
Boordjie en sak, dubbele skouerstuk, dubbele mousboordjies.....	57 6	60 6
Boordjie en sak, dubbele skouerstuk, enkel mousboordjies.....	55 0	58 0
* Wanneer boordjies Laminex of Trubenised is, dan 6s. per dosyn ekstra.		
Bogenoemdes met enkele karton, 1s. per dosyn ekstra.		
Bogenoemdes met enkele sellofaan, 1s. 6d. per dosyn ekstra.		

ANNEXURE I.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE).

SCHEDULE OF CUT, MAKE AND TRIM PRICES.

(1) 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.	In Silk.
	s. d.	s. d.
* Tunic, gauntlet sleeve, concealed stud pockets, double cuffs, double yoke, two collars.....	66 0	70 0
* Tunic, gusseted sleeve, concealed stud pockets, double cuffs, double yoke, two collars.....	62 0	66 0
* Tunic, gusseted sleeve, visible studhole double cuffs, double yoke, two collars.....	58 0	61 0
* Tunic, gusseted sleeve, visible studhole single cuffs, double yoke, two collars.....	56 0	59 0
Gladneck, double yoke, single cuffs.....	55 0	58 0
Collar and pocket, double yoke, double cuffs.....	57 6	60 6
Collar and pocket, double yoke, single cuffs.....	55 0	58 0
* When Laminex or Trubenised collars, 6s. per dozen extra.		
The above boarded singly, 1s. per dozen extra.		
The above cellophaned singly, 1s. per dozen extra.		

(2) *Hemde—Middelslag en lae graad.*

Woordomskrywing.—, „Middelslag en lae graad” beteken ’n ander kledingstuk as „hoë graad” en „kaffir truck” en moet herken word van die beskrywing in hierdie afdeling vervat.

	Per Dosyn.
* Tuniek, mou met insetsel, sigbare halsknoopsgat, enkele mousboordjies, enkele skouerstuk, twee boordjies, ten volle gevoer.....	50 0

* Wanneer boordjies Laminex of Trubenised is, dan 6s. per dosyn ekstra.

Bogenoemde met slegs die boordjies met tussen voering, min 4s. per dosyn.

Bogenoemde met geen tussenvoering in boordjies, voorpante of mousboordjies, min 5s. per dosyn.

Bogenoemde met enkele karton, 1s. per dosyn ekstra.

Bogenoemde met enkele sellofaan, 1s. 6d. per dosyn ekstra.

	Per Dosyn.
Hemde met insetsels, reguit of gefatsoeneerde moue, enkele steek en dwarsdeur sonder voering en met geen skouerstuk, met nekband en geen sak of met boordjie en sak met geen steekbeperking.....	30 0

Ekstras—

Etiket rondom vasgewerk.....	1 3
Rugstuk.....	1 3
Enkele opgelegde skouerstuk.....	2 6
„Posted”-mousgate.....	1 3
Bandboordjies.....	2 6
Ronde mousboordjies.....	1 9
Dubbelgestikte synate.....	1 9
Knoophaak.....	1 9
Been- of kunsharsknope.....	1 0
Dubbele skouerstuk of tweestuk hemde.....	5 0
Een ekstra eenvoudige sak.....	1 3
Twee eenvoudige sakke met flappies.....	5 0
Twee plooisakke met flappies.....	6 3
Oop nek.....	2 6
Dubbele mousboordjies.....	5 0
Epaulette, sonder voering.....	5 0
Epaulette, met tussenvoering.....	6 3
In dose verpak, halfdosyne.....	2 0
Met sellofaan.....	1 6
Karton, enkele stuk.....	1 0
Gevoerde voorpante, mousboordjies en vaste boordjies	4 0
Los boordjies, per dosyn boordjies.....	8 0
OPMERKING.—Alle hemde van sy gemaak, moet as „hoë graad” beskou word.	

(3) *Hemde—Kaffir Truck.*

Woordomskrywing.—, „Kaffir truck” beteken ’n hemp met enkele steek dwarsdeur, met reguit mousgate, eenvoudige boordjie, een opgestikte sak en lang moue, met insetsel en geen rugstuk, 27s. 6d. per dosyn.

(4) *Sporthemde.*

	Per Dosyn.
Mansporthemde, sonder voering, kort moue, inslaan-omslag, geen skouerstuk, skouers verbind, enkelsteek dwarsdeur.....	30 0

Ekstras—

Etiket rondom vasgewerk.....	1 3
Enkele opgelegde skouerstuk.....	2 6
Dubbele skouerstuk.....	5 0
„Posted”-mousgate.....	1 3
Bandboordjie.....	2 6
Lang moue met insetsel.....	6 6
Lang moue met omslaanboordjie.....	9 0
Een ingeslaande sak.....	1 3
Twee ingeslaande sakke.....	2 6
Twee flappies.....	3 0
Knooplusie by nek.....	2 0
Gevoerde boordjie.....	2 6
Gevoerde flappies.....	1 0
Gevoerde mousboordjies.....	2 0
„Posted”-synate.....	1 9
Enkele karton.....	1 0
Enkele sellofaan.....	1 6
In dose, per dosyn.....	1 0

(5) *Pijamas.*

Polo of oop nek met „buff”-rande, boordjie en voorpante en geen knoopsgat vir gordel in broek nie....	48 0
---	------

Ekstras aan alle pijamas—

Van sy.....	12 0
Rugstuk.....	1 9
Etiket.....	1 3
Boordjie oorhands gewerk.....	2 0
Omslag oorhands gewerk.....	6 0
Gevoerde boordjie.....	2 0
Gevoerde omslag.....	4 0
Kontrasterende kleure.....	10 0
Ornamentele belegsels.....	15 0
Knoopsgat in broek.....	1 0
Enkele karton.....	1 0
Enkele sellofaan.....	1 6
In dose per halfdosyn.....	2 0
In dose, per dosyn.....	1 6

(2) *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.
* Tunic, gusseted sleeve, visible stud-hole single cuffs, single yoke, two collars, fully lined.....	50 0

* When Laminex or Trubenised collars, 6s. per dozen extra.

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 not pocket or having collar and one pocket with no stitch limitation.....

30 0

Extras—

Labels stitched all round.....	1 3
Saddle.....	1 3
Single laid-on yoke.....	2 6
Posted armholes.....	1 3
Band collars.....	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”.

(3) *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. 27s. 6d. per dozen.

(4) *Sports Shirts.*

	Per dozen.
Men’s sports shirts, unlined, short sleeves turned in, facing, no yoke, shoulders joined, single stitched throughout.....	30 0

Extras—

Labels stitched all round.....	1 3
Single laid-on yoke.....	2 6
Double yoke.....	5 0
Posted armhole.....	1 3
Banded 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

(5) *Pyjamas.*

Polo or open neck with buff edges, collar and fronts and no girdle button hole in trousers.....	48 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

KLERE.

(1) Broeke.

„Broeke, graad A” beteken broeke gemaak van enige ander materiaal as dié wat 50 persent of meer katoen bevat, en met uitsondering van „kaffir truck”.

	Per	Dosyn.
Met twee reguit sak sysakke en een heupsak met aangesnyde gulp en knoophaak, gebleikte of ongebleikte katoensakke (sonder versterkband) en lyfbandvoering	50	0
<i>Ekstras—</i>		
Gordellussies.....	3	0
Gespebande.....	6	0
Lyfbandvoering van katoenskuinsrepe (insluitende tussenvoering).....	6	0
Roomkleurige of wit materiaal.....	6	0
Kruis- of dwarssakke.....	6	0
Afgesnyde gulp en knoophaak.....	6	0
Aangesnyde gulp en knoophaak gevoer.....	3	0
Rek in middel.....	6	0
Verlengband met knoop.....	6	0
Verlengband met hakie en stafie.....	12	0
Een ekstra sak.....	6	0
Plooie.....	3	0
Sakke (middelslag graad).....	6	0
Sakke (beste gehalte).....	9	0
Permanente omslag met blinde soomsteek of sigsag.....	4	0
Lyfband voering met rayon-skuinsrepe.....	9	0
Lyfband voering met rayon-skuinsrepe (volle rubber).....	18	0
Hempgrypstukke in lyfband.....	5	0
Handelsnaametikette.....	0	6
Oorhandsgewerkte en agternate.....	9	0
Handgewerkte mikstukke.....	3	0
Rugstukke ten volle versterk.....	9	0
Oopgestrykte nate.....	6	0
Seuns- en jongmansbroeke, 10 persent van bogenoemde pryse af.		
Op-maat-kleremakery, 20 persent op bogenoemde pryse.		

„Broeke, graad B” beteken slegs broeke gemaak van materiaal wat 50 persent of meer katoen bevat, en met inbegrip van „kaffir truck”.

	Per	Dosyn.
Met twee reguit sysakke, met katoen lyfbandvoering (nie tussenvoering nie), gebleikte of ongebleikte katoensakke, drie gordellussies as daarom gevra word, permanente omslag plat gestuk, „posted”- of enkelgestikte agternaat, aangesnyde gulp en knoophaak (albei ongevoer), enkelgestikte nate, maar met geen gespebande of sakomslag nie.....	40	0
<i>Ekstras—</i>		
Gordellussies (meer as drie per paar).....	0	6
Gespebande gevoer of nie gevoer en in synaat ingestik.....	3	0
Gespebande gevoer of nie gevoer en aan band gestik.....	4	0
Kruis- of dwarssakke.....	6	0
Afgesnyde gulp en knoophaak gevoer.....	6	0
Aangesnyde gulp met knoophaak gevoer.....	4	0
Dubbele of driedubbele naaldgestikte synate alleen.....	2	0
Dubbele of driedubbele naaldgestikte binnebeennaat alleen.....	2	0
Rek in middel.....	6	0
Verlengband met hakie en stafie.....	12	0
Verlengband met knoop.....	6	0
Een sak.....	6	0
Plooie.....	3	0
Sakke behalwe gebleikte of ongebleikte linne (middelslag graad).....	4	0
Sakke behalwe van gebleikte of ongebleikte linne (beste graad).....	6	0
Oopgestrykte nate.....	6	0
Permanente omslag blinde stikwerk of sigsag.....	4	0
Opgehewe buitenate.....	1	0
Klinknaelknope.....	9	0
Lyfband met tussenvoering.....	4	0
Lyfbandvoerings (rayon, met inbegrip van tussenvoerings).....	0	9
Handelsnaametikette.....	0	6

Afslag—

As dieselfde materiaal gebruik word vir—
Sakke..... 3s. per dosyn sakke.
Lyfbandvoerings... 3s. per dosyn broeke.
Seuns- en jongmansbroeke, 10 persent van bogenoemde pryse af.

Broeke wat nie heeltemal by hierdie woordskrywing ingedeel kan word nie, moet onder graad A ressorteer.

„Broeke, graad C, „Kaffir Truck” beteken slegs broeke gemaak van die goedkoopste materiaal en het ’n eenvoudige voorpant (geen boband nie) en opgestikte sak, drie gordellussies (as dit verlang word), twee reguit sysakke van gebleikte of ongebleikte linne of sakke van dieselfde materiaal, dieselfde vir die lyfband, permanente omslag plat gestik, sy- en binnenate met enkelstikwerk, „poste”- of enkelgestikte agternaat, knope van kunshars of saamgeperste vesels, aangesnyde gulp en knoophaak, albei sonder voering, geen plooi, geen bande (aan sy en agter), geen sakomslag.

Broeke wat nie heeltemal onder hierdie woordbepaling ressorteer nie, moet as graad B-broeke ingedeel word.

CLOTHING.

(1) 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.
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..	50	0
<i>Extras—</i>		
Belt loops.....	3	0
Buckle straps.....	6	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 log and back seams.....	9	0
Hand sewn crutch.....	3	0
Fully stayed backs.....	9	0
Pressed open seams.....	6	0

Boys' and youth's 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.
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.....	40	0
<i>Extras—</i>		
Belt loops (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 needlestitched side seams only.....	2	0
Double or treble needlestitched inside leg seam only.....	2	0
Elastic in waist.....	6	0
Extension band with hook and bar.....	12	0
Extension band with button.....	6	0
One pocket.....	6	0
Pleats.....	3	0
Pocketing other than bleached or unbleached 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).....	0	9
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 of 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 as Grade B trousers.

	Per Dosyn. s. d.
Broeke met sakke van dieselfde materiaal.....	36 0
Broeke met katoensakke.....	40 0
(2) Manskortbroeke en kniebroeke.	
Eenvoudige voorpant (geen boband), drie gordellussies as dit verlang word, twee reguit sysakke, met gebleikte of ongebleikte katoensakke en lyfbandvoering, sy- en binnebeennate enkele stikwerk, „posted”- of enkelgestikte agternate, aangesnyde gulp en knoophaaak, albei sonder voering, geen plooië of gespebane, geen sakomslag.....	
	36 0
Ekstras—	
Bandtop.....	3 0
Gordellussies (meer as drie per paar).....	0 6
Gespebande, een voor.....	3 0
Gespebande, twee voor of aan sye.....	6 0
Afgesnyde gulp en knoophaaak.....	3 0
Aangesnyde gulp met knoophaaak gevoer.....	2 0
Dubbele of driedubbele naaldgestikte binnebeennate.....	2 0
Dubbele of driedubbele naaldgestikte buitenate.....	2 0
Verlangband met knoop.....	6 0
Verlangband met hakie en stafie.....	12 0
Plooië.....	3 0
Opgestikte heupsak.....	1 0
Een sak sonder of met flappie.....	6 0
Skuins- of kruissysak.....	6 0
Sakke van ander stof as gebleikte of ongebleikte linne.....	3 0
Opgehewe nate.....	1 0
Lyfband met tussenvoering.....	4 0
Handelsnaametikette.....	0 6
Afslag—	
As dieselfde materiaal gebruik word vir—	
Sakke..... 3s. per dosyn.	
Lyfbande..... 3s. per dosyn kortbroeke.	
Seuns- en jongmansgroottes min 10 persent van bogenoemde pryse af.	
Seuns- en jongmanskniebroeke ten volle gevoer, beteken kniebroeke dwarsdeur met katoen gevoer, met aangesnyde gulp en knoophaaak, twee reguit sysakke, geen boband.....	56 0
Ekstras—	
Afgesnyde gulp en knoophakie.....	3 0
Aangesnyde gulp met knoophaaak gevoer.....	2 0
Verlangband met knoop.....	6 0
Verlangband met hakie en stafie.....	12 0
Ekstra sak.....	6 0
Ander voering as katoen.....	6 0
Plooië.....	2 0
Skuinsakke.....	5 0
Boband.....	3 0
Handelsnaametikette.....	0 6
Leeds-groottes van grootte 10 af, 10 persent ekstra op bogenoemde pryse.	
Londen-groottes van grootte 13 af, 10 persent ekstra op bogenoemde pryse.	
(3) Baadjies.	
Kleurbaadjies—	
Nie gevoer, drie sakke.....	192 0
Met gevoerde moue.....	222 0
Mansportbaadjies—	
Met drie sakke, gevoerde moue, geen rugstuk, geen plooië en geen rugband.....	17 6
Met vier sakke, gevoerde moue, rugstuk, bandjiesnate, geen pylinate of plooië, gordel opsioneel.....	22 6
Met vyf sakke, gevoerde moue, rugstuk, bandjiesnate, sakke met bandjies en plooië, pylinate en gordel opsioneel, geen plooië.....	25 0
Mansbaadjies, anders as bogenoemdes—	
Katoen, nie gevoer, enkelstikwerk dwarsdeur, drie opgestikte sakke.....	210 0
(4) Voorskote.	
Geen sakke.....	10 0
Met sakke.....	12 0
(5) Ketelpakke.	
Eerste graad.....	94 0
Tweede graad.....	81 0
Derde graad.....	70 0
(6) Stofjasse, ens.	
Stofjasse, fabrieksjasse, laboratoriumbaadjies van wit of roomkleurige dril of dergelyke stof vir mans en vroue-oorknooppors-tipe.....	10 0
(7) Buisbaadjies, ens.	
Gholfbuisbaadjies of bosbaadjies.....	10 0
Seuns se gholfbuisbaadjies of bosbaadjies.....	8 0
(8) Springjurke.	
Springjurke vir meisies, met drie plooië.....	6 6
(9) Bloeses.	
Gimnastiekbloeses vir meisies of seuns, tuniekstyl..	36 0

	Per Dozen. s. d.
Trousers with self pockets.....	36 0
Trousers with calico pockets.....	40 0
(2) 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.....	
	36 0
Extras—	
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—jotted 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 materials used for—	
Pockets..... 3s. per dozen pockets.	
Waistbands..... 3s. per dozen shorts.	
Boys' and youths' sizes less 10 per cent off above prices.	
Youths' and boys' fully lined knickers shall mean knickers calico lined throughout, with cut on fly and button catch, two straight side pockets, no top band..	56 0
Extras—	
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
Trade name labels.....	0 6
Top band.....	3 0
Leeds, sizes from size 10, 10 per cent extra on above prices.	
London sizes from size 13, 10 per cent extra on above prices.	
(3) Jackets.	
Blazers—	
Unlined, three pockets.....	192 0
With lined sleeves.....	222 0
Men's Sports Jackets—	
With three pockets, lined sleeves, no buggy, no pleats, and no back belt.....	17 6
With four pockets, lined sleeves, buggy, taped seams, no darts or pleats, belt optional.....	22 6
With five pockets, lined sleeves, buggy, taped seams, taped and pleated pockets, darts and belt optional, but not pleats.....	25 0
Jackets, men's, other than above—	
Cotton, unlined single stitched throughout, three patch pockets.....	210 0
(4) Aprons.	
No pockets.....	10 0
With pockets.....	12 0
(5) Boiler suits.	
First grade.....	94 0
Second grade.....	81 0
Third grade.....	70 0
(6) Dust coats, etc.	
Dust coats, factory coats, laboratory jackets of white or cream drills or similar materials for men and women, double breasted.....	10 0
(7) Jerkins, etc.	
Golf jerkins or lumber jackets.....	10 0
Boys' golf jerkins or lumber jackets.....	8 0
(8) Gym dresses.	
Gym dresses for girls with three pleats.....	6 6
(9) Blouses.	
Gym blouses for girls or boys, tunic cut.....	36 0

* No. 254.] [12 Februarie 1954.
WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

KLERASIENYWERHEID (KAAP).

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, Kaap, bekendgemaak by Goewermentskennisgewing No. 253 van 12 Februarie 1954 nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

* No. 254.] [12 February 1954.
FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

CLOTHING INDUSTRY (CAPE).

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice, relating to the Clothing Industry, Cape, published under Government Notice No. 253 of the 12th February, 1954, 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.

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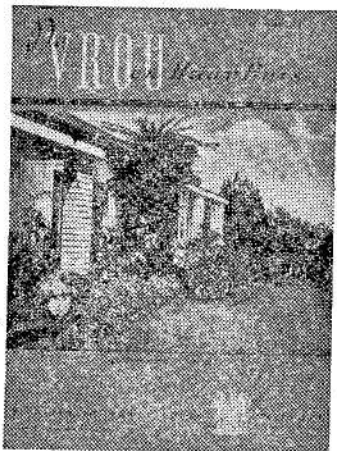
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