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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.2045.]

[22nd December, 1967.]

INDUSTRIAL CONCILIATION ACT, 1956.

BESPOKE TAILORING INDUSTRY, PRETORIA.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Bespoke Tailoring Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon the employers' organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1, 2 (a), 5 (3) (e), 20, 24, 25 and 26, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of Pretoria, excluding the farm Geelbeksvlei No. 345 and that portion which prior to the publication of Government Notice No. 91 of the 11th January, 1946, fell within the Magisterial District of Bronkhorstspuit;
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Pretoria, excluding the farm Geelbeksvlei No. 345 and that portion which prior to the publication of Government Notice No. 91 of the 11th January, 1946, fell within the Magisterial District of Bronkhorstspuit and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the Agreement, excluding those contained in clauses 1, 2 (a), 5 (3) (e), 20, 24, 25 and 26 shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ; and

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.2045.]

[22 Desember 1967.]

WET OP NYWERHEIDSVERSOENING, 1956.

KLEREMAKERY-OP-MAATNYWERHEID, PRETORIA.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Kleremakery-op-Maatnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (a), 5 (3) (e), 20, 24, 25 en 26 vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrik Pretoria, uitgesonderd die plaas Geelbeksvlei No. 345 en daardie gedeelte wat voor die publikasie van Goewermenskennisgewing No. 91 van 11 Januarie 1946 binne die landdrostdistrik Bronkhorstspuit geval het;
- (c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (a), 5 (3) (e), 20, 24, 25 en 26 vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die landdrostdistrik Pretoria, uitgesonderd die plaas Geelbeksvlei No. 345 en daardie gedeelte wat voor die publikasie van Goewermenskennisgewing No. 91 van 11 Januarie 1946 binne die landdrostdistrik Bronkhorstspuit geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens en genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens; en

- (d) in terms of section 48 (7) of the said Act, declare that the provisions of clause 26 of the Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon such principals or contractors as are referred to in the said clause and upon persons to whom work is given out on contract by such principals or contractors in the Magisterial District of Pretoria, excluding the farm Geelbeksvlei No. 345 and that portion which prior to the publication of Government Notice No. 91 of the 11th January, 1946, fell within the Magisterial District of Bronkhorstspuit.

M. VILJOEN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BESPOKE TAILORING INDUSTRY (PRETORIA).

AGREEMENT

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

THE PRETORIA AND DISTRICT MERCHANT TAILORS' ASSOCIATION

(hereinafter referred to as "the employers" or "the employers' organization") of the one part; and the

TAILORING WORKERS', DRESSMAKING AND FURRIERS' INDUSTRIAL UNION

(hereinafter referred to as "the employees" or the "trade union") of the other part; being the parties to the Industrial Council for the Bespoke Tailoring Industry (Pretoria).

1. PERIOD OF OPERATION OF AGREEMENT.

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

2. SCOPE OF APPLICATION OF AGREEMENT.

- (a) The terms of this Agreement shall be observed in the Magisterial District of Pretoria, excluding the farm Geelbeksvlei No. 345, and that portion which, prior to the publication of Government Notice No. 91 of the 11th January, 1946, fell within the Magisterial District of Bronkhorstspuit, by all employers who are members of the employers' organization and engaged in the Bespoke Tailoring Industry and by all employees who are members of the trade union and employed in that Industry.
- (b) Notwithstanding the provisions of subclause (a) the terms of this Agreement shall apply in respect of all employees for whom wages are prescribed in this Agreement.

3. DEFINITIONS.

Any terms used in this Agreement which are defined in the Act, 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 females; further, and unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956, as amended.

"alteration tailor" means an employee who is employed on altering and/or repairing tailored garments;

"bespoke tailoring" means—

- (a) the making of outer garments, including ladies' garments to the measurement of individual persons, and includes any process in, or branch of, such making, but does not include
- (i) ladies' millinery or dressmaking;
- (ii) the making of any garment for or on behalf of a Department of State, Provincial Administration, the South African Railways and Harbours Administration and Local Authorities;
- (iii) the making of any garment by a woman in her dwelling if she employs not more than one employee for that purpose.

- (d) kragtens artikel 48 (7) van genoemde Wet, dat die bepalings van klousule 26 van die Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig bindend is vir die prinsipale of aannemers vermeld in genoemde klousule en vir die persone aan wie werk op kontrak uitgegee word deur sodanige prinsipale of aannemers in die landdrosdistrik Pretoria, uitgesonderd die plaas Geelbeksvlei No. 345 en daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 91 van 11 Januarie 1946 binne die landdrosdistrik Bronkhorstspuit geval het.

M. VILJOEN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLEREMAKERY-OP-MAATNYWERHEID (PRETORIA).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die

PRETORIA AND DISTRICT MERCHANT TAILORS' ASSOCIATION

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

TAILORING WORKERS', DRESSMAKING AND FURRIERS' UNION

(hierna die „werknemers" of die „vakvereniging" genoem) aan die ander kant; wat die partye is by die Nywerheidsraad vir die Kleremakery-op-maatnywerheid (Pretoria).

1. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid ingevolge artikel agt-en-veertig van die Wet bepaal en bly van krag vir 'n tydperk van drie jaar of vir dié tydperk wat hy mag vasstel.

2. TOEPASSINGSBESTEK VAN OOREENKOMS.

- (a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik Pretoria, uitgesonderd die plaas Geelbeksvlei No. 345, en daardie gedeelte wat, voor die publikasie van Goewermentskennisgewing No. 91 van 11 Januarie 1946, binne die landdrosdistrik Bronkhorstspuit geval het, nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Kleremakery-op-maatnywerheid bedrywig is en deur alle werknemers wat lede van die vakvereniging is en in daardie nywerheid werksaam is.
- (b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms van toepassing ten opsigte van alle werknemers vir wie lone in hierdie Ooreenkoms voorskryf is.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf word, het dieselfde betekenis as in dié Wet, by 'n verwysing na 'n wet is ook alle wysigings van dié Wet inbegrepe; en behalwe waar die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook vrouens in; verder, tensy onbestaanbaar met die samehang, beteken—

„Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;

„klereversteller" 'n werknemer in diens vir die verstel en/of herstel van kledingstukke wat op maat gemaak is;

„kleremakery-op-maat"—

- (a) die maak van bo-klere (met inbegrip van dameskledingstukke) op maat van individuele persone en omvat ook enige proses in verband daarmee of enige onderdeel daarvan, maar omvat nie—
- (i) dameshoedemakery of modemakery;
- (ii) die maak van kledingstukke vir of ten behoeve van 'n staatsdepartement, 'n provinsiale administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens en plaaslike owerhede;
- (iii) die maak van 'n kledingstuk deur 'n vrou in haar woning, indien sy hoogstens een werknemer vir daardie doel in diens het;

(b) The alteration or repair of any outer garment so as to comply with the measurement of an individual person, if such alteration or repair is carried out by an employer engaged in activities covered by the said paragraph, whether or not the article which is altered or repaired was made to the individual measurement of the person concerned.

"Clothing Industry" means dressmaking, the making of all classes of outer and under garments, including night-wear and all classes of tweed and linen hats, caps and ties, and the making of all classes of garments to the order of any Department of State or Provincial Administration, the S.A. Railways and Harbours Administration or Local Authorities, but excludes bespoke tailoring;

"complete making" means the making up of bespoke tailored garments complete, excluding cutting, trimming, fitting on and marking up;

"Council" means the Industrial Council for the Bespoke Tailoring Industry (Pretoria) registered in terms of section nineteen of the Industrial Conciliation Act, 1956, as amended;

"cutting, fitting and re-cut" means the making of bespoke tailored garments, including cutting, marking up and fitting on;

"establishment" means any place in which any branch of bespoke tailoring is carried on;

"experience" means the total period of employment in bespoke tailoring and/or in the clothing industry both before and subsequent to the date of the commencement of this Agreement, provided that any period of training for the bespoke tailoring and/or clothing industry undergone by an employee in any industrial school, shall be regarded as being equivalent to experience in the bespoke tailoring and/or clothing industry amounting to one-third of the said period of training;

"cutter" means an employee who is employed on drafting of patterns to the measurements of individual persons;

"tailor" means an employee who is employed on one or more of the following operations in the making of coats and vests:

- (a) Fixing;
- (b) shaping;
- (c) basting under;
- (d) basting in sleeves;
- (e) canvassing coats;
- (f) preparing coats for padding;
- (g) basting on bridges;
- (h) basting undervests;
- (i) basting out edges of coats;
- (j) basting wadding in armholes;

"tailoress" means a female employee who is employed on one or more of the following operations, in the making of coats and/or vests:

- (a) Felling;
- (b) padding;
- (c) rough (skeleton) basting;
- (d) handstitching;
- (e) any handwork in the making of vests;
- (f) making buttonholes;
- (g) lining in sleeves;

"hourly rate" means the weekly wage divided by forty-five;

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

- cleaning workshops;
- carrying or stacking goods or materials;
- delivering goods;

but who is not engaged on any of the operations referred to in the definition of any other employees;

"learner" means an employee, other than a labourer, who, in the case of a male, has had less than three and a half years' experience and in the case of a female, has had less than three years' experience;

"machiner" means an employee who performs by machine any operations in the making of coats and/or vests;

"make and trim" means the making of bespoke tailored garments including trimming, but not including cutting, fitting on and marking up;

"merchant tailor" means an employer who takes or causes to be taken an order or orders for bespoke tailoring;

"middleman" means a person to whom bespoke tailoring work is given out on contract for such work by a principal or contractor;

"overtime" means time worked outside the hours specified in clause 7 of this Agreement;

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

"plain machiner" means an employee who is employed exclusively on one or more of the following operations:

- (a) Machining sleeves;
- (b) machining canvasses;
- (c) machining inside pockets;
- (d) machining linings of coats and vests;

"presser" means an employee who is employed on all or any of the operations involved in pressing of garments;

"principal or contractor" shall mean any person who gives out bespoke tailoring work on contract;

"qualified male employee" means a male employee who has had not less than three and a half years' experience;

(b) die verstel- of herstelwerk aan bo-klere ten einde te voldoen aan die mate van 'n individuele persoon, indien sodanige verstel- of herstelwerk gedoen word deur 'n werkgewer wat werksaamhede verrig wat deur genoemde paragraaf gedek word, hetsy die artikel, wat verstel of herstel word, op die individuele maat van die betrokke persoon gemaak is of nie;

„Klerasienywerheid" modemakery, die vervaardiging van alle soorte bo- en onderklere, met inbegrip van nagklere, en alle soorte tweed- en linnehoede, pette en dasse; verder ook die maak van alle soorte kledingstukke wat op bestelling vir enige staatsdepartement, provinsiale administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike owerhede gemaak word, maar sluit nie kleremakery-op-maat in nie;

„klaarmaak" die aannekeerwerk van kledingstukke wat op maat gemaak is, voltooid, met uitsondering van sny, tool, aanpas en afmerk;

„Raad" die Nywerheidsraad vir die Kleremakery-op-maatnywerheid (Pretoria) wat ingevolge artikel negentien van die Wet op Nywerheidsversoening, 1956, soos gewysig, geregistreer is;

„sny, pas en oorsny" kleremakery-op-maat met inbegrip van sny, afmerk en aanpas;

„bedryfsinrigting" 'n plek waar 'n onderdeel van kleremakery-op-maat uitgeoefen word;

„ervaring" die totale duur van diens by kleremakery-op-maat en/of klerasienywerheid, sowel voor as na die datum waarop hierdie Ooreenkoms in werking tree; met dien verstande dat enige opleidingstyd in die kleremakery-op-maat en/of klerasienywerheid wat 'n werknemer in enige nywerheidskool deurgemaak het as gelykstaande met ervaring in die kleremakery-op-maat- en/of klerasienywerheid tot een-derde van gemelde opleidingstyd beskou moet word;

„snyer" 'n werknemer in diens vir die skets van patrone volgens die maat van individuele persone;

„kleremaker" 'n werknemer in diens vir een of meer van die volgende werksaamhede in verband met die maak van baadjies en onderbaadjies:—

- (a) Aanwerk van bykomstighede;
- (b) fatsoeneer;
- (c) binnerygwerk;
- (d) moue aanryg;
- (e) seildoek in baadjies vaswerk;
- (f) baadjies berei vir opstopwerk;
- (g) rugvoerings vasryg;
- (h) onderbaadjies ryg;
- (i) kante van baadjies vasryg;
- (j) stopsel in mousgate vasryg;

„kleremaakster" 'n vroulike werknemer werksaam in verband met een of meer van onderstaande werksaamhede by die maak van baadjies en/of onderbaadjies:—

- (a) Onsigbare soomwerk;
- (b) opstopwerk;
- (c) ruwe rygwerk;
- (d) naaiwerk met die hand;
- (e) enige handwerk by die maak van onderbaadjies;
- (f) knoopsgate maak;
- (g) moue uitvoer;

„uurloon" die weekloon, gedeel deur vyf-en-veertig;

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

- werkwinkels skoonmaak;
- goedere of materiaal dra of opstapel;
- goedere aflewer;

maar wat nie eenigeen van die werksaamhede verrig waarna verwys word in die woordomskeywing van enige ander werknemer nie;

„leerling" 'n werknemer, uitgesonderd 'n arbeider, met in die geval van 'n man, minder as drie en 'n half jaar ervaring, en in die geval van 'n vrou, minder as drie jaar ervaring;

„masjienwerker" 'n werknemer wat met die masjien werksaamhede verrig by die maak van baadjies en/of onderbaadjies;

„maak en tool" die maak van kledingstukke op maat, met inbegrip van tool, maar uitgesonderd sny, aanpas en afmerk;

„handelaarkleremaker" 'n werkgewer wat 'n bestelling of bestellings vir die maak van klere op maat aanneem of laat aanneem;

„middelman" 'n persoon aan wie kleremaakwerk-op-maat op kontrak vir sodanige werk deur 'n prinsipaal of aannemer uitgegee word;

„oortyd" tyd gewerk buite die ure bepaal in klousule 7 van hierdie Ooreenkoms;

„stukwerk" enige stelsel behalwe taakwerk, waarvolgens verdienste volgens hoeveelheid of omvang van verrigte werk bereken word;

„gewone masjienwerker" 'n werknemer wat uitsluitlik vir een of meer van onderstaande werksaamhede in diens is:—

- (a) Moue met masjien stik;
- (b) seildoekvoerings met masjien stik;
- (c) binnesakke met masjien stik;
- (d) voerings van baadjies en onderbaadjies met masjien stik;

„parser" 'n werknemer wat al die werksaamhede of enigeen daarvan in verband met die pars van kledingstukke verrig;

„prinsipaal of aannemer" enige persoon wat kleremaakwerk-op-maat op kontrak uitgee;

„manlike werknemer, gekwalifiseer" 'n manlike werknemer met minstens drie en 'n half jaar ervaring;

"qualified female employee" means a female employee who has had not less than three years' experience;

"task-work" means any system of work under which a minimum quantity or output of work to be done in a specified time, is fixed as a condition for the payment of wages prescribed in clause 4 of this Agreement;

"time-worker" means an employee whose rate of pay is determined on a weekly basis;

"trousers machiner" means a male employee who is employed on machining in the making of trousers only;

"trousers machinist" means a female employee who is employed on machining in the making of trousers only;

"trousers presser" means an employee who is employed on the pressing of trousers only;

"trousers tailor" means an employee engaged in the complete making of trousers;

"trousers tailoress" means a female employee who is employed on any operations (other than machining or pressing) in the making of trousers;

"underpresser" means an employee employed on pressing operations other than pressing off, but which may include the pressing of vests;

"working employer or partner" means any employer or partner in a partnership who himself performs bespoke tailoring.

4. WAGES, PIECE-WORK RATES AND RATES FOR COMPLETE MAKING.

(1) (a) Subject to the provisions of clauses 5 and 26 of this Agreement, an employer shall pay to any time-worker in any of the undermentioned classes, wages at rates not lower, and an employee shall not accept wages at rates lower than the following—which include cost-of-living allowance as prescribed in War Measure No. 43 of 1942, as amended.

	Per Week R c
(i) Qualified Employees	
Tailor	30.00
Machiner	30.00
Presser	30.00
Plain Machiner (male)	24.50
Alteration tailor	30.00
Plain machiner (female)	14.29
Cutter	43.88
Trousers machiner (male)	26.10
Tailoress	14.56
Trousers machinist (female)	18.87
Trousers presser	26.10
Trousers tailor	27.96
Trousers tailoress	14.29
Under presser	25.00
(ii) Male Learners	
During first six months of experience	6.03
During second six months of experience	6.53
During third six months of experience	8.79
During fourth six months of experience	11.45
During fifth six months of experience	14.73
During sixth six months of experience	19.20
During seventh six months of experience	24.50
And thereafter not less than the wage prescribed for the particular class in which he is employed.	
(iii) Female Learners	
During first six months of experience	6.03
During second six months of experience	6.53
During third six months of experience	7.58
During fourth six months of experience	8.79
During fifth six months of experience	9.79
During sixth six months of experience	11.45
And thereafter not less than the wage prescribed for the particular class of work in which she is employed.	
(iv) Labourer	
Of the age of 18 years or over	7.00
Under the age of 18 years	5.65
Female	6.00

(b) Any employee who at the date of coming into operation of this Agreement is in receipt of a wage in excess of the rate laid down in the Agreement, shall continue to receive such higher rate while in the employ of the same employer.

(c) An employee who in any day is employed on two or more classes of work for which different wages are prescribed in this clause, shall for all the hours worked on such day be paid at the higher or the highest of such wages.

(2) An employer shall pay to any piece-worker in any of the undermentioned classes, not less than, and such employee shall not accept less than, the following piece-work rates:—

	R. c.
(a) Cutting, fitting and re-cutting	
Lounge coat	1.72
Morning coat, frock coat or dress coat	2.17
Vests of all descriptions	.87
Trousers	.96
Breeches of all descriptions	2.17
Plus-fours	1.08
Overcoat	2.17
Blazer	1.72
(b) Machining	
Coat with not more than five pockets, "bagged" coat, by machine	1.19

„vroulike werknemer, gekwalifiseer” ’n vroulike werknemer met minstens drie jaar ervaring;

„taakwerk” ’n werkstelsel waarvolgens ’n minimum hoeveelheid of omvang van werk in ’n bepaalde tyd gedoen moet word as voorwaarde vir die betaling van lone wat in klousule 4 van hierdie Ooreenkoms voorgeskryf word;

„tydloonwerker” ’n werknemer wie se loon op ’n weeklikse basis vasgestel word;

„broekmasjienwerker” ’n manlike werknemer in diens vir masjienwerk alleen in verband met die maak van broeke;

„broekmasjienwerkster” ’n vroulike werknemer in diens vir masjienwerk alleen in verband met die maak van broeke;

„broekparser” ’n werknemer in diens alleen vir die pars van broeke;

„broekkleremaker” ’n werknemer in diens vir die klaarmaak van broeke;

„broekkleremaakster” ’n vroulike werknemer in diens vir enige werksaamhede in verband met die maak van broeke (uitgesonderd met die masjien werk of pars);

„onderparser” ’n werknemer wat ander parswerk as finale parswerk verrig, maar wat die pars van onderbaadjies kan omvat;

„werkende werkgewer of vennoot” ’n werkgewer of vennoot in ’n vennootskap wat self kleremakery-op-maat verrig.

4. LONE, STUKWERKLONE EN TYDLONE VIR DIE KLAARMAAK VAN KLERE.

(1) (a) Behoudens die bepalings van klousules 5 en 26 van hierdie Ooreenkoms moet ’n werkgewer ’n tydloonwerker in enigeen van onderstaande kategorieë, ’n loon betaal teen ’n skaal wat nie laer as die onderstaande is nie, en ’n werknemer mag geen loon teen ’n laer skaal aanneem nie—onderstaande sluit lewenskostetoelae soos voorgeskryf in Oorlogsmaatregel No. 43 van 1942, soos gewysig, in.

	Per Week R c
(i) Gekwalifiseerde werknemers	
Kleremaker	30.00
Masjienwerker	30.00
Parser	30.00
Gewone masjienwerker (manlik)	24.50
Klereversteller	30.00
Gewone masjienwerker (vroulik)	14.29
Snyer	43.88
Broekmasjienwerker (manlik)	26.10
Kleremaakster	14.56
Broekmasjienwerkster (vroulik)	18.87
Broekparser	26.10
Broekkleremaker	27.96
Broekkleremaakster	14.29
Onderparser	25.00
(ii) Manlike leerlinge	
Gedurende die eerste ses maande ervaring	6.03
Gedurende die tweede ses maande ervaring	6.53
Gedurende die derde ses maande ervaring	8.79
Gedurende die vierde ses maande ervaring	11.45
Gedurende die vyfde ses maande ervaring	14.73
Gedurende die sesde ses maande ervaring	19.20
Gedurende die sewende ses maande ervaring	24.50
En daarna minstens die loon voorgeskryf vir die bepaalde klas werk waarvoor hy in diens is.	
(iii) Vroulike leerlinge	
Gedurende die eerste ses maande ervaring	6.03
Gedurende die tweede ses maande ervaring	6.53
Gedurende die derde ses maande ervaring	7.58
Gedurende die vierde ses maande ervaring	8.79
Gedurende die vyfde ses maande ervaring	9.79
Gedurende die sesde ses maande ervaring	11.45
En daarna minstens die loon voorgeskryf vir die bepaalde klas werk waarvoor sy in diens is.	
(iv) Arbeider	
18 jaar oud of ouer	7.50
Onder 18 jaar oud	5.65
Vroulik	6.00

(b) ’n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms ’n hoër loon ontvang as wat in die Ooreenkoms voorgeskryf word, moet hierdie hoër loon ontvang solank hy by die dieselfde werkgewer in diens bly.

(c) ’n Werknemer wat op ’n bepaalde dag in diens is vir twee of meer klasse werk waarvoor in hierdie klousule verskillende lone voorgeskryf word, moet vir alle ure gewerk gedurende so ’n dag teen die hoogste van dié lone betaal word.

(2) ’n Werknemer moet ’n stukwerker in enigeen van onderstaande klasse nie minder as onderstaande stukwerklone betaal nie en die werknemer mag ook geen laer stukwerklone aanneem nie:—

	R c
(a) Sny, pas en oorsny.	
Draagbaadjie	1.72
Pantbaadjie, manel of aandbaadjie	2.17
Alle soorte onderbaadjies	.87
Broeke	.96
Alle soorte rybroeke	2.17
Kuitbroek	1.08
Jas	2.17
Kleurbaadjie	1.72
(b) Masjienwerk.	
Baadjie, met nie meer as vyf sakke nie, „sak”-baadjie, met die masjien	1.19

	Per Week R. c.
Blazer	1.09
Tunic with not more than five pockets	1.43
Unlined overcoat, with not more than five pockets	1.63
Lined overcoat, with not more than five pockets	1.63
Morning coat	1.63
Dress coat	1.63
Frock coat	1.63
Dinner coat	1.41
Vest	.48
Raglan	1.72
Extras	
Double-stitched	.22
Raised seams	.22
Extra pockets	.13
Unlined overcoat, tape seams	.32
Jetted pockets and flaps in coat	.10
(c) Pressing	
Coat, complete	1.19
Blazer	1.09
Vest	.48
Dress coat	1.63
Frock coat	1.63
Dinner coat	1.41
Morning coat	1.63
Overcoat	1.72
Tunic	1.32
Raglan coat	1.72
(d) Complete making	
Lounge suit, with not more than five pockets, to start	6.41
Sporting coat, with not more than five pockets, to start	7.61
Norfolk coat, with not more than four straps and belt, to start	8.26
Morning coat, with not more than five pockets, to start	10.88
Dress coat, with not more than four pockets, to start	13.06
Frock coat, with not more than five pockets, to start	14.68
Dinner coat, with not more than five pockets, to start	9.36
Single-breasted overcoat, with not more than five pockets, to start	8.93
Double-breasted overcoat, with not more than five pockets, to start	10.01
Raglan, with not more than five pockets, to start	10.01
Ulster, with not more than five pockets, to start	11.40
Blazer, unlined, with not more than five pockets to start	6.41
Blazer, club or school	5.80
Vest, with not more than four pockets	1.96
Dress vest, with not more than two pockets, to start	2.66
Coat and/or Vest—Extras.	
Balloon pockets or military pockets	.52
Step collar for vest	.32
Extra pockets, each	.21
Skeleton baste, coat	.44
Skeleton baste, vest	.12
Baste, morning coat	.87
Baste, dress coat	.87
Lining, felled	.32
Under collar, by hand	.15
Top collar, by hand	.44
Canvas, by hand	.15
Three buttonhole cuff	.44
Baste, frock coat	.87
Single-stitched by hand, coat	.89
Single-stitched by hand, vest	.12
Double-stitched by machine	.21
Gauntlet cuffs	.21
Double-breasted lounge	.52
Double-breasted vest	.32
Unlined coat	.54
Outsize from forty-four inch waist	.32
Bluffed edges	.54
After three hole and button cuff, per hole	.05
Military and Clerical Garments.	
Ordinary tunic, pointed cuffs	11.41
Ordinary tunic, braided cuffs	11.41
Scottish tunic, bandolier on top of pocket	11.41
Officer's mess coat, quilted lining, plain pointed cuffs and mess vest	13.22
Livery	13.22
Top livery	16.82
Clerical frock	14.41
Cassock vest	5.51
Officer's Mess Coat—Extras.	
Silk facing	1.25
Trousers.	
Trousers, two side, one hip and fob pocket, turned in tops, to start	2.79
Breeches, two pockets with strappings to start	5.98
Jhodpurs breeches, two pockets, to start	4.36
Knickers, strap and buckle at knee, to start	2.71
Plus-fours, two side and one hip pocket to start	3.28
Leggings, with or without tongue, to start	2.88
Trousers—Extras.	
Extra fob pocket	.12
Extra hip pocket	.21
Loops for belt, other than flannels	.21

	Per Week R. c.
Kleurbaadjie	1.09
Uniformbaadjie, met nie meer as vyf sakke nie	1.43
Jas sonder voering, met nie meer as vyf sakke nie	1.63
Jas met voering, met nie meer as vyf sakke nie	1.63
Pantbaadjie	1.63
Aandbaadjie	1.63
Manel	1.63
Dineebaadjie	1.41
Onderbaadjie	.48
Raglanbaadjie	1.72
Ekstras.	
Dubbel gestik	.22
Nate bo-op gestik	.22
Ekstra sakke	.13
Jas sonder voering, bandsome	.32
Spleetsakke en flappe in baadjie	.10
(c) Parswerk.	
Baadjie, klaargemaak	1.19
Kleurbaadjie	1.09
Onderbaadjie	.48
Aandbaadjie	1.63
Manel	1.63
Dineebaadjie	1.41
Pantbaadjie	1.63
Jas	1.72
Uniformbaadjie	1.32
Raglanbaadjie	1.72
(d) Klaarmaak.	
Draagbaadjie, nie meer as vyf sakke nie, te begin	6.41
Sportbaadjie, nie meer as vyf sakke nie, te begin	7.61
Norfolk-baadjie, nie meer as vier bande nie en gordel nie, te begin	8.26
Pantbaadjie, nie meer as vyf sakke nie, te begin	10.88
Aandbaadjie, nie meer as vier sakke nie, te begin	13.06
Manel, nie meer as vyf sakke nie, te begin	14.68
Dineebaadjie, nie meer as vyf sakke nie, te begin	9.36
Enkelborsjas, nie meer as vyf sakke nie, te begin	8.93
Dubbelborsjas, nie meer as vyf sakke nie, te begin	10.01
Raglan, nie meer as vyf sakke nie, te begin	10.01
Ulster, nie meer as vyf sakke nie, te begin	11.40
Kleurbaadjie, ongevoer, nie meer as vyf sakke nie, te begin	6.41
Kleurbaadjie, klub of skool	5.80
Onderbaadjie, nie meer as vier sakke nie	1.96
Aandonderbaadjie, nie meer as twee sakke nie, te begin	2.66
Baadjies en/of onderbaadjies.—Ekstras.	
Ballonsakke of militêre sakke	.52
Platkraag vir onderbaadjies	.32
Ekstra sakke, per stuk	.21
Ruwe rygwerk, baadjie	.44
Ruwe rygwerk, onderbaadjie	.12
Ryg, pantbaadjie	.87
Ryg, aandbaadjie	.87
Voering, onsigbaar ingesoom	.32
Binnekraag, met die hand	.15
Butekraag, met die hand	.44
Seildoek met die hand ingewerk	.15
Mansjet met drie knoopsgate	.44
Ryg, manel	.87
Enkelgestik, met die hand, baadjie	.89
Enkelgestik, met die hand, onderbaadjie	.12
Dubbelgestik, met masjien	.21
Omslaan-mansjette	.21
Dubbelbors-dragbaadjie	.52
Dubbelbors-onderbaadjie	.32
Baadjie sonder voering	.54
Buitengewone grootte, vanaf 44-duim middel	.32
Omgeslane kante	.54
Mansjette, meer as drie gate en knope, per gat	.05
Militêre kledingstukke en kledingstukke vir geestelikes.	
Gewone uniformbaadjie, gepunte mansjette	11.41
Gewone uniformbaadjie, mansjette omgeboor met koord	11.41
Skotse uniformbaadjie, bandolier oor sak	11.41
Offisersdineebaadjie, opgestopte voering, gewone gepunte mansjette, en dinee-onderbaadjie	13.22
Livrei	13.22
Top-livrei	16.82
Baadjie vir geestelikes	14.41
Priestersonderbaadjie	5.51
Offisersdineebaadjie—Ekstras.	
Belegstukke van sy	1.25
Broeke.	
Broeke, twee sysakke, een heupsak en een horlosie-sakkie, bo-ente omgeslaan, te begin	2.79
Rybroeke, twee sakke met belegstukke, te begin	5.98
Jodhpur-rybroeke, twee sakke, te begin	4.36
Kniebroeke, riempie en gespe by knie, te begin	2.71
Kuitbroeke, twee sysakke en een heupsak, te begin	3.28
Kamaste, met of sonder tong, te begin	2.88
Broeke—Ekstras.	
Ekstra horlosiesakkie	.12
Ekstra heupsak	.21
Lissies vir gordel, uitgesonderd flanelbroeke	.21

	Per Week R. c.
Tube	.25
French bearer, single button	.12
French bearer, two buttons	.21
Tab to American pockets	.12
Leather on heel	.16
Outsize from 44 inch waist	.12
Extension band	.21
Leather all round	.32
Chamois pockets, each	.16
Double pockets at bottom	.12
Double seat out or inside	.21
Braid on side seam, by hand	.66
Double braid on side seam, by hand	1.31
Try-on	.21
Back straps or side straps	.12
Buckskin strappings, by hand	1.31
Breeches, frog mouth pockets	.32
Breeches, split falls	.66
Jhodpurs Breeches, Extras (same as Breeches).	
Double braid on side seam, machine	.89
Braid on side seam, by machine	.44
Pockets by hand	.21
Seat seam, by hand	.21
Ladies' Garments.	
Plain coat, from	9.14
Plain skirt, from	3.26
Breeches, made by machine, from	6.52
Breeches, made by hand	10.88
Ladies' slacks	3.75

5. PAYMENT OF REMUNERATION.

(1) Wages and rates and other remuneration shall be paid in cash weekly or on termination of employment if this takes place before the ordinary pay day of the employee, and such remuneration shall be contained in an envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

- employer's name;
- employee's name;
- number of ordinary hours worked by employee;
- number of overtime hours worked by employee;
- number of hours worked on a Sunday;
- employee's wage;
- details of any other remuneration arising out of the employee's employment;
- details of any deductions made;
- actual amount paid to the employee; and
- period in respect of which payment is made.

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

(3) No deductions of any kind other than the following may be made from the wages and rates due to an employee—

- with the written consent of the employee, deductions for holiday, sick, insurance or pension funds;
- levies in terms of clause 18, of this Agreement;
- a deduction of any amount, which an employer, by law or any order of any competent court, is required or permitted to make;
- where an employee absents himself from work other than on the instructions or request of his employer, a *pro rata* amount for the period of such absence;
- with the written consent of an employee, deductions for subscriptions to the trade union.

(4) No employer shall employ any employee on a basis of remuneration other than that set out in clause 4 of this Agreement.

6. RATIO.

For every qualified male employee employed, one male learner may be employed.

For every qualified female employee employed, one female learner may be employed.

7. HOURS OF WORK.

(1) Subject to the provisions of clause 8 (1) no employer shall employ any employee and no employee shall work outside the following hours:—

Monday to Friday (inclusive): 8 a.m. to 1 p.m. and 2 p.m. to 5.30 p.m.

Saturdays: 8 a.m. to 10.30 a.m.

(2) No working employer and/or partner shall work outside the following hours:—

Monday to Friday (inclusive): 7.30 a.m. to 8 p.m.

Saturdays: 7 a.m. to 1 p.m.

(3) Rest intervals of not less than ten minutes during which no work shall be performed, shall be allowed to, and taken by each employee at as nearly as practicable in the middle of each morning and afternoon work period, and such interval shall be reckoned as time worked in the case of a time-worker.

(4) Subject to the provisions of clauses 8 and 10, no employee shall, except with the written permission of the Council be required to be, or allowed in any establishment on Sundays or outside the hours specified in subclause (1) of this clause.

	Per Week R. c.
Skede	.25
Franse band, enkel knoop	.12
Franse band, twee knope	.21
Oorflap aan Amerikaanse sakke	.12
Leer oor die hak	.16
Buitengewone grootte met middel van 44 duim en meer	.12
Verlengband	.21
Geheel met leer omgeboor	.32
Seemsleersakke, per stuk	.16
Dubbele sakke, onder	.12
Dubbele sitvlak, buite of binne	.21
Synaat met koord afgewerk, met die hand	.66
Dubbele koord op synaat, met die hand	1.31
Aanpas	.21
Agterlissies of sylissies	.12
Bokvelbelegstukke met die hand	1.31
Rybroeke, paddabek-sakke	.32
Rybroeke, gesplete beenstukke	.66
Jodhpur-rybroeke, ekstras (dieselfde as vir rybroeke)	
Dubbelkoord op synaat, met masjien	.89
Koord op synaat, met masjien	.44
Sakke met die hand	.21
Sitvlaknaat, met die hand	.21
Dameskledingstukke.	
Gewone baadjie, van	9.14
Gewone romp, van	3.26
Rybroek met masjien gemaak, van	6.52
Rybroek, met hand gemaak	10.88
Langbroek vir dames	3.75

5. BETALING VAN BESOLDIGING.

(1) Lone en stukloon en ander besoldiging moet weekliks of by diensbeëindiging, indien dit voor die gewone betaaldag van die werknemer val, in kontant betaal word en sodanige besoldiging moet in 'n koevert of houër wees waarop die volgende voorkom of wat vergesel gaan van 'n staat wat die volgende aantoon—

- werkgewer se naam;
- werknemer se naam;
- getal gewone ure deur werknemer gewerk;
- getal oortydure deur werknemer gewerk;
- getal ure op 'n Sondag gewerk;
- werknemer se loon;
- besonderhede van enige ander besoldiging wat uit die werknemer se indiensneming vloei;
- besonderhede van aftrekkings wat gemaak is;
- werklike bedrag aan die werknemer betaal; en
- tydperk ten opsigte waarvan die bedrag betaal is.

(2) 'n Werkgewer mag vir die opleiding van 'n werknemer geen onderriggeld vra of aanneem nie.

(3) Geen aftrekkings van watter aard ook, uitgesonderd onderstaande mag van die loon en stukloon aan 'n werknemer verskuldig, gemaak word nie—

- met die skriftelike toestemming van die werknemer, aftrekkings vir vakansie-, siekte-, versekerings- of pensioenfondse;
- heffings ingevolge klousule 18 van hierdie Ooreenkoms;
- 'n aftrekking van enige bedrag wat 'n werkgewer, regtens of op bevel van 'n bevoegde hof, vereis word of toegelaat word om te maak;
- wanneer 'n werknemer van sy werk wegbly, uitgesonderd in opdrag of op versoek van sy werkgewer, 'n *pro rata*-bedrag vir die tydperk van sodanige afwesigheid;
- met die skriftelike toestemming van 'n werknemer, aftrekkings ten opsigte van vakverenigingsbydraes.

(4) Geen werkgewer mag 'n werknemer op 'n ander basis van besoldiging in diens neem as wat in klousule 4 van hierdie Ooreenkoms uiteengesit is nie.

6. GETALLEVERHOUDING.

Vir elke gekwalifiseerde manlike werknemer in diens, kan een manlike leerling in diens geneem word.

Vir elke gekwalifiseerde vroulike werknemer in diens, kan een vroulike leerling in diens geneem word.

7. WERKURE.

(1) Behoudens die bepalings van klousule 8 (1), mag geen werkgewer enige werknemer laat werk en geen werknemer mag werk verrig buite onderstaande ure nie:—

Maandag tot en met Vrydag: 8 vm. tot 1 nm. en 2 nm. tot 5.30 nm.

Saterdag: 8 vm. tot 10.30 vm.

(2) Geen werkende werkgewer en/of vennoot mag werk verrig buite onderstaande ure nie:—

Maandag tot en met Vrydag: 7.30 vm. tot 6 nm.

Saterdag: 7 vm. tot 1 nm.

(3) Ruspouses van minstens tien minute, wanneer geen werk verrig mag word nie, moet toegestaan word aan en deur elke werknemer so na moontlik aan die middel van elke more- en namiddagwerktydperk geneem word en die ruspouse moet, in die geval van 'n tydwerker, beskou word as tyd wat gewerk is.

(4) Behoudens die bepalings van klousules 8 en 10 mag geen werknemer, behalwe met skriftelike toestemming van die Raad, verplig of toegelaat word om op Sondag of buite die ure bepaal in subklousule (1) van hierdie klousule, in 'n bedryfsinrigting te wees nie.

8. OVERTIME.

- (1) No overtime shall be worked without the written permission of the Council.
- (2) A time-worker who works overtime shall be paid not less than one and one-third times the hourly rate applicable to him for each hour or part of an hour so worked. A piece-worker shall be paid one and one-third times the hourly rate which would be applicable to him if he were employed on a time work basis.
- (3) Overtime plus ordinary hours of work shall in no case exceed fifty-six per week.
- (4) No employer shall require or permit a female employee to work overtime—
 - (a) for more than two hours on any day;
 - (b) on more than three consecutive days;
 - (c) on more than sixty days in any year;
 - (d) after completion of her ordinary working hours for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee an allowance of 50 cents in sufficient time to enable the employee to obtain a meal before overtime is due to commence.

9. SHORT TIME.

Where short time is being worked in an establishment, and a time-worker attends at his employer's establishment on any day, unless he has prior to such day received notice that his services will not be required on that day, he shall be given two hours' employment commencing from the usual starting hour of the establishment or be paid in lieu thereof a minimum for two hours' work.

10. PAYMENT FOR SUNDAYS.

- (1) Whenever an employee works on Sunday, his employer shall either—
 - (a) pay to the employee—
 - (i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or
 - (ii) if he so works for a period exceeding four hours, remuneration, at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him in a week-day whichever is the greater.
 - (b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday, and grant him within seven days of such Sunday one day's holiday, and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.
- (2) Remuneration payable in terms of any provision of this clause shall be paid to the employee concerned not later than the pay day next succeeding the period in respect of which such remuneration became payable.
- (3) Whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate or remuneration shall, for the purpose of this clause, 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.

11. PUBLIC HOLIDAYS, ANNUAL LEAVE AND CLOSED PERIOD.

- (1) No employer shall require an employee to work and no employee or working employer or partner shall work on any day during the period commencing on the 25th December of each year and ending on the 14th January of the following year, both inclusive, which period shall be referred to in this Agreement as the "closed period".
- (2) In addition, no employer shall require an employee to work and no employee or working employer or partner shall work on the following days: Good Friday, Easter Monday, Ascension Day, Family Day (second Monday in July), Kruger Day (10th October), Day of the Covenant (Dingaans Day), which days shall be paid holidays.

12. TERMINATION OF EMPLOYMENT.

- (1) An employee or his employer shall give not less than 24 hours' notice during the first week of employment and thereafter not less than one week's notice in writing (not later than Saturday prior to the last week of employment) to terminate the contract of employment; provided that this shall not affect—
 - (a) the rights of an employer or employee to terminate the contract of employment without notice for any good cause recognized by law as sufficient;

8. OORTYD.

- (1) Sonder skriftelike toestemming van die Raad mag geen oortyd gewerk word nie.
- (2) Aan 'n tydloonwerker wat oortyd werk, moet minstens een en een-derde maal die uurloon op hom van toepassing vir elke uur of deel van 'n uur aldus gewerk, betaal word. Aan 'n stukwerker moet minstens een en een-derde maal die uurloon wat op hom van toepassing sou wees indien hy op 'n tydwerk-grondslag in diens was, betaal word.
- (3) Oortyd plus gewone werkure mag in geen geval 56 per week te bowe gaan nie.
- (4) Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat om oortyd soos volg te werk nie—
 - (a) vir meer as twee uur op 'n dag;
 - (b) vir meer as drie agtereenvolgende dae;
 - (c) op meer as sestig dae in 'n jaar; of
 - (d) na beëindig van haar gewone werkure, vir meer as een uur op 'n bepaalde dag nie, tensy hy—
 - (i) die werknemer voor 12 uur middag daarvan in kennis gestel het;
 - (ii) haar van 'n toereikende ete voorsien het voordat sy met oortyd moet begin; of
 - (iii) haar 'n toelae van 50 sent betaal het betyds om haar in staat te stel om 'n ete te nuttig voordat sy met oortyd moet begin.

9. KORTTYD.

Waar korttyd in 'n bedryfsinrigting gewerk word en 'n werknemer hom op 'n dag by die bedryfsinrigting aanmeld, tensy hy voor daardie dag kennis ontvang het dat sy dienste nie op dié dag nodig sou wees nie, moet hy toegelaat word om minstens twee uur van die gewone aanvangsuur van die inrigting af te werk of moet hy in plaas daarvan die minimum vir twee uur werk betaal word.

10. BETALING VIR SONDAE.

- (1) As 'n werknemer op 'n Sondag werk, moet sy werkgewer of—
 - (a) die werknemer soos volg betaal—
 - (i) indien hy aldus werk vir 'n tydperk van hoogstens vier uur, minstens die gewone besoldiging betaalbaar ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word; of
 - (ii) indien hy aldus werk vir 'n tydperk van meer as vier uur, besoldiging teen 'n skaal van minstens twee maal sy gewone loonskaal, ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging wat nie minder is nie as twee maal die gewone besoldiging betaalbaar ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, welke ook al die meeste is; of
 - (b) die werknemer betaal teen minstens een en een-derde maal sy gewone loonskaal ten opsigte van die totale tydperk wat hy op so 'n Sondag gewerk het en hom binne sewe dae na die Sondag een dag verlof toestaan ten opsigte waarvan hy teen minstens sy gewone loonskaal betaal moet word, asof hy op die vakansiedag sy gewone werkure vir daardie dag van die week gewerk het.
- (2) Besoldiging betaalbaar ingevolge 'n bepaling van hierdie klousule moet aan die betrokke werknemer betaal word voor of op die betaaldag wat volg op die tydperk ten opsigte waarvan die besoldiging betaalbaar is.
- (3) As 'n werknemer besoldig word op 'n ander basis as dié van tyd werklik deur hom gewerk, moet sy gewone loonskaal vir die toepassing van hierdie klousule bereken word asof hy per uur betaal word. Dit moet op enige datum vasgestel word deur sy totale besoldiging gedurende die drie maande onmiddellik vóór daardie datum, of gedurende die totale diens tydperk by die betrokke werkgewer, na gelang van watter die kortste is, deur die getal ure te deel wat gewerk is gedurende die tydperk ten opsigte waarvan sulke besoldiging betaal is.

11. OPENBARE VAKANSIEDAE, JAARLIKSE VERLOF EN GESLOTE TYDPERK.

- (1) Geen werkgewer mag van 'n werknemer vereis om te werk en geen werknemer of werkende werkgewer of vennoot mag op enige dag gedurende die tydperk met ingang van 25 Desember van elke jaar tot en met 14 Januarie van die daaropvolgende jaar werk nie, en hierdie tydperk word in hierdie Ooreenkoms die „geslote tydperk” genoem.
- (2) Bowendien mag geen werkgewer van 'n werknemer vereis om te werk en geen werknemer of werkende werkgewer of vennoot mag op onderstaande dae werk nie; Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Gesinsdag (tweede Maandag in Julie), Krugerdag (10 Oktober), Geloftedag (Dingaansdag). Hierdie dae is betaalde vakansiedae.

12. DIENSBEÏNDIGING.

- (1) Gedurende die eerste diensweek moet 'n werknemer of sy werkgewer die diens met minstens 24 uur opse en daarna skriftelik met minstens 'n week (nie later as die Saterdag voor die laaste diensweek nie), om die dienskontrak te beëindig, met dien verstande dat dit onderstaande nie raak nie—
 - (a) Die reg van 'n werkgewer of werknemer om die dienskontrak sonder diensopsegging te beëindig om enige goeie rede wat regtens as voldoende erken word;

- (b) any written agreement between the employer and employee providing for a period of notice longer than one week.
- (c) any period of notice fixed as a condition in any licence of exemption issued in terms of clause 16 by the Council; and provided further that an employer may pay to a time-worker a sum in lieu of the whole of the prescribed period or period agreed upon in terms of subclause (b) hereof, equal to the wages payable for the whole of such period, irrespective of whether he has, owing to slackness of work, not been employed for the full number of hours prescribed in clause 7 of this Agreement; and in the case of a piece-worker for the output of work during such period.
- (2) Where an employee gives his employer notice of termination of his employment, such employee shall be paid for actual time worked with a minimum of two-thirds of the wages payable under this Agreement for the whole of the period of notice and when a piece-worker gives his employer notice he shall be paid for the output of work during such period.
- (3) (a) A period of notice shall not run concurrently with, and notice shall not be given during an employee's absence on leave granted in terms of Clause 11, or any period of his military training undergone in pursuance of the Defence Act, 1957; and
- (b) notice shall not be given during an employee's absence on sick leave granted in terms of clause 28.

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

- (1) No employer shall employ any person upon task-work and no employee shall accept employment upon any system of task-work.
- (2) Where no piece-work rates are prescribed in this Agreement for any operation in the Industry or in all cases where other incentive work is to be performed in the Industry, the employer and his employees may, subject to the approval of the Council, agree to piece-work or incentive rates; provided that irrespective of the quantity or output of work done, the employer shall pay to such employee not less than the weekly wage prescribed in clause 4 (1) for an employee of his class in respect of each week in which piece-work or other incentive rates work is done.

14. CONTROL OF OUTWORK.

- (1) No employer shall employ any piece-worker elsewhere than on his premises.
- (2) No employee shall perform any operations in connection with making or altering of bespoke tailored garments in a dwelling-house, or dwelling, and no employer shall have any of his bespoke tailored garments made in a dwelling-house or dwelling.
- (3) A dwelling-house or dwelling means premises to be occupied as a residence in contradistinction to a place of business, office or other building.
- (4) An employee shall not solicit or take orders for or undertake any work in the Bespoke Tailoring Industry, on his own account or on behalf of any person or firm or any other person, other than his employer whilst such employee is in the employ of an employer engaged in the Bespoke Tailoring Industry.
- (5) No employer shall carry on the Bespoke Tailoring Industry in premises, any portion of which is used as a sleeping apartment or place for the storage or preparation of food, unless the portion used for carrying on the Bespoke Tailoring Industry is separated from such apartment or place, by a wall or walls having no doors, windows, apertures or other means of communication therewith.

15. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

- (1) Every employer who has not already done so in pursuance of a previous Agreement shall, within one month from the date on which this Agreement comes into operation, and every person who becomes an employer after that date, shall, within one month from the date of commencement of operation by him, forward to the Secretary of the Council a signed statement containing the following particulars:—
- His full name and title of business.
 - Business address.
 - The trade or trades carried on by him.
 - Full name of each employee whom he employs, together with his full residential address.
 - Occupation of each employee.
 - Full period of experience of each employee.
- (2) Every employer shall, within seven days of the engagement of a new employee by him, forward to the Secretary of the Council, a signed statement containing the following particulars—
- the full name and residential address of every such employee;
 - his occupation and full period of experience.
- (3) Every employer shall within seven days, notify the Secretary of the Council of any changes in the particulars mentioned in subclauses (1) and (2) of this clause as they occur.

- (b) enige skriftelike ooreenkoms tussen werkgewer en werknemer waarby vir 'n langer diensopseggingstermyn as een week voorsiening gemaak word;
- (c) enige diensopseggingstermyn wat in 'n vrystellingsertifikaat ingevolge klousule 16 deur die Raad uitgereik, as 'n voorwaarde vasgestel is; en verder met dien verstande dat 'n werkgewer aan 'n tydlonwerker in plaas van die hele voorgeskrywe termyn of termyn waartoe ooreengekom is ingevolge subklousule (b) hiervan, 'n bedrag gelykstaande aan die loon betaalbaar vir die hele termyn moet betaal, afgesien daarvan of hy weens slapte van werk nie die volle getal ure, voorgeskryf in klousule 7 van hierdie Ooreenkoms, gewerk het nie, en in die geval van 'n stukwerker vir die omvang van werk gedurende hierdie termyn.
- (2) Ingeval 'n werknemer aan sy werkgewer die diens opsê, moet sodanige werknemer betaal vir die werklike tyd deur hom gewerk, met 'n minimum van twee-derdes van die loon betaalbaar ingevolge hierdie Ooreenkoms vir die hele diensopseggingstermyn, en as 'n stukwerker sy werkgewer die diens opsê, moet hy betaal word vir die omvang van werk gedurende sodanige termyn.
- (3) (a) 'n Diensopseggingstermyn mag nie saamval met en kennis mag nie gegee word gedurende 'n werknemer se afwesigheid op verlof toegestaan ingevolge die bepalings van klousule 11, of 'n tydperk van militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957, nie; en
- (b) kennis mag nie gegee word gedurende 'n werknemer se afwesigheid op siekteverlof toegestaan ingevolge die bepalings van klousule 28 nie.

13. STUKWERK, TAAKWERK EN AANSPORINGSLONE.

- (1) Geen werkgewer mag iemand vir taakwerk in diens neem nie en geen werknemer mag diens volgens 'n taakwerkstelsel aanvaar nie.
- (2) Waar daar in hierdie Ooreenkoms vir enige soort werk in die nywerheid geen stukwerkklone voorgeskryf word nie, of in alle gevalle waar ander werk in die nywerheid teen aansporingsbetaling gedoen moet word, kan die werkgewer en sy werknemers, met die Raad se goedkeuring, ooreenkom op stukwerk of aansporingslone; met dien verstande dat die werkgewer, ongeag die hoeveelheid of omvang werk wat gedoen is, dié werknemer minstens die weekloon wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf word, betaal ten opsigte van elke week waarin daar stukwerk of ander werk teen aansporingsloon gedoen word.

14. BEHEER OOR BUITEWERK.

- (1) Geen werkgewer mag 'n stukwerker op 'n ander plek as op sy perseel laat werk nie.
- (2) Geen werknemer mag werksaamhede in verband met die vervaardiging of herstel van kledingstukke wat op maat gemaak is, in 'n woonhuis of woning verrig nie en geen werkgewer mag kledingstukke op maat laat maak in 'n woonhuis of woning nie.
- (3) 'n Woonhuis of woning beteken 'n perseel bewoon as 'n woonplek in teenstelling met 'n besigheidsplek, kantoor of ander gebou.
- (4) 'n Werknemer mag nie bestellings solisiteer of neem vir die kleremakery-op-maatnywerheid of enige werk in dié nywerheid onderneem nie, hetsy op eie rekening of namens enige persoon of firma wat nie sy werkgewer is nie, terwyl sodanige werknemer in die diens is van 'n werkgewer in die kleremakery-op-maatnywerheid.
- (5) Geen werkgewer mag die kleremakery-op-maatnywerheid uitoefen in persele waarvan enige deel gebruik word as 'n slaapvertrek of plek waar voedsel bewaar of etes voorberei word nie, tensy die gedeelte waarin die kleremakery-op-maatnywerheid uitoefen word, van sodanige vertrek of plek geskei is deur 'n muur of mure met geen deure, vensters of openings of enige ander verbindingsmiddel daarin nie.

15. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

- (1) Elke werkgewer wat dit nie reeds ooreenkomstig 'n vorige ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke persoon wat na daardie datum 'n werkgewer word, moet binne een maand na die datum waarop sy werksaamhede 'n aanvang neem, aan die Sekretaris van die Raad 'n behoorlik ondertekende opgawe stuur waarin onderstaande besonderhede vermeld word:—
- Sy volle naam en die naam van die saak.
 - Adres van die saak.
 - Die bedryf of bedrywe wat hy beoefen.
 - Volle naam van elke werknemer wat hy in diens het tesame met sy volle woonadres.
 - Beroep van elke werknemer.
 - Volle tydperk van ervaring van elke werknemer.
- (2) Elke werkgewer moet binne sewe dae nadat hy 'n nuwe werknemer in diens geneem het aan die Sekretaris van die Raad 'n ondertekende verklaring stuur wat die volgende besonderhede bevat—
- die volle naam en woonadres van elke sodanige werknemer;
 - sy beroep en volle tydperk van ervaring.
- (3) Elke werkgewer moet die Sekretaris van die Raad binne sewe dae van veranderinge in die besonderhede in subklousule (1) en (2) van hierdie klousule genoem, soos hulle voorkom, in kennis stel.

(4) Where the employer is a partnership, information in accordance with subclause (1) of this clause shall be furnished in regard to each partner, as well as the title under which the partnership operates.

(5) The Secretary of the Council shall maintain a register of employers (including partnerships) and of their employees.

16. EXEMPTIONS.

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

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

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

- the full name of the person concerned;
- the provisions of the Agreement from which exemption is granted;
- the conditions subject to which such licence of exemption is granted; and
- the period during which the licence of exemption shall operate.

(4) The Secretary of the Council shall—

- number consecutively all licences of exemption issued;
- retain a copy of each licence of exemption issued;
- where exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned; and
- forward a copy of each licence issued to the Divisional Inspector, Department of Labour, Pretoria.

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

17. CERTIFICATE OF SERVICE.

(1) For the purpose of determining the wage that shall be paid to an employee every employer shall issue, in the form of Annexure A to this Agreement, a certificate of service free of charge to each employee at the time when he leaves the employer's service. All certificates of service issued by each employer shall be numbered consecutively, and a duplicate of each certificate of service issued shall be retained by him and a further copy forwarded to the Secretary of the Council, not later than one week after the termination of the employee's employment.

(2) An employer shall, before engaging an employee, require such employee to produce a certificate of service containing the particulars specified in the Annexure to this Agreement, or a certificate signed by the Secretary of the Council, specifying the length of previous experience, if any, of the employee.

18. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct 15c per week from the earnings of each of his qualified male employees, employed on a time or piece-work basis, and 10c per week from earnings of each of his female employees and learners, employed on a time or piece-work basis, for whom minimum wages and rates in excess of R3.00 per week, are prescribed in this Agreement. To this amount so deducted 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 Council, P.O. Box 357, Pretoria. In addition, each employer shall pay R1.00 per month to the Council at the above address on or before the seventh day of each month.

19. 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.

20. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

Every employer shall give to any of his employees who is a representative on the Council every reasonable facility to attend to his duties in connection with the work of the Council.

21. EMPLOYMENT OF MINORS.

No person under the age of fifteen shall be employed on Bespoke Tailoring.

22. EXISTING CONTRACTS.

Any contract of service in operation at the date of the commencement of this Agreement or concluded subsequent to such date shall be subject to the provisions of this Agreement, provided that any person who at the date of the coming into operation of

(4) Indien die werkgever 'n vennootskap is, moet die inligting ooreenkomstig subklousule (1) van hierdie klousule ten opsigte van elke vennoot, sowel as die naam waaronder die vennootskap sake doen, verstrek word.

(5) Die Sekretaris van die Raad moet 'n register van werkgewers (met inbegrip van vennootskappe) en hul werknemers byhou.

16. VRYSTELLINGS.

(1) Die Raad kan aan of ten opsigte van enige persoon om goeie of voldoende rede vrystelling verleen van enigen van die bepalings van hierdie Ooreenkoms.

(2) Die Raad moet, ten opsigte van persone aan wie vrystelling verleen word, die voorwaardes waarop en die tydperk waarvoor vrystelling verleen word, vasstel; met dien verstande dat die Raad na goeiedunke en nadat aan die betrokke persoon een week vooraf skriftelik kennis gegee is, 'n vrystellingsertifikaat kan intrek al het die tydperk waarvoor vrystelling verleen was, nog nie verstryk nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n vrystellingsertifikaat uitreik wat deur hom onderteken is en waarin vermeld word—

- die volle naam van die betrokke persoon;
- die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- die voorwaardes waarop die vrystellingsertifikaat verleen word; en
- die tydperk waarvoor die vrystellingsertifikaat geldig is.

(4) Die Sekretaris van die Raad moet—

- alle vrystellingsertifikate wat uitgereik word, in volgorde nummer;
- van elke vrystellingsertifikaat uitgereik 'n afskrif hou;
- indien aan 'n werknemer vrystelling verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgever stuur; en
- 'n afskrif van elke sertifikaat uitgereik aan die Afdelingsinspekteur, Departement van Arbeid, Pretoria, stuur.

(5) Die voorwaardes van 'n vrystellingsertifikaat ooreenkomstig die bepalings van hierdie klousule uitgereik, moet deur elke werkgever en werknemer nagekom word.

17. DIENSSERTIFIKAAT.

(1) Ten einde die loon wat aan 'n werknemer betaal moet word, te kan vasstel, moet elke werkgever kosteloos 'n dienssertifikaat in die vorm van Aanhangsel A van hierdie Ooreenkoms uitreik aan elkeen van sy werknemers wanneer hy sy diens verlaat. Alle dienssertifikate deur elke werkgever uitgereik, moet in volgorde genummer word en die werkgever moet een afskrif van elke dienssertifikaat uitgereik, behou en een afskrif nie later as een week na die beëindiging van die werknemer se diens nie, aan die Sekretaris van die Raad stuur.

(2) 'n Werkgever moet, voordat hy 'n werknemer in diens neem, van sodanige werknemer 'n dienssertifikaat eis wat die besonderhede in die Aanhangsel van hierdie Ooreenkoms bepaal, bevat of anders 'n sertifikaat onderteken deur die Sekretaris van die Raad waarop die duur van die vorige ervaring, indien daar is, van die werknemer vermeld word.

18. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te kan dek, moet elke werkgever 15c per week van die loon van elkeen van sy gekwalifiseerde manlike werknemers wat op 'n tyd- of stukloon-basis in diens is, en 10c per week van die loon van elkeen van sy vroulike werknemers en leerlinge wat op 'n tyd- of stukloon-basis in diens is en vir wie in hierdie Ooreenkoms minimum lone en loonskale bo R3 per week voorgeskryf word, aftrek. Die werkgever moet by die bedrag aldus afgetrek 'n gelyke bedrag voeg en die totale bedrag maandeliks nie later as die sewende dag van die maand nie aan die Sekretaris van die Raad, Posbus 357, Pretoria, stuur. Bowendien moet elke werkgever maandeliks voor of op die sewende dag van die maand R1 aan die Raad betaal by bostaande adres.

19. ADMINISTRASIE VAN OOREENKOMS.

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

20. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

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

21. INDIENSNEMING VAN MINDERJARIGES.

Niemand onder die leeftyd van vyftien jaar mag in verband met kleremakery-op-maat in diens geneem word nie.

22. BESTAANDE KONTRAKTE.

Elke dienskontrak wat bestaan op die datum waarop hierdie Ooreenkoms in werking tree of wat na dié datum aangegaan word, is onderworpe aan die bepalings van hierdie Ooreenkoms, met dien verstande dat enige persoon wat op die datum waarop

this Agreement is in receipt of remuneration in excess of that prescribed in clauses 4 and 26 of this Agreement shall continue to receive such remuneration whilst he remains in the service of the same employer or takes work from the same principal.

23. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment in a conspicuous place where it is readily accessible to his employees, a legible copy of this Agreement, and in the form prescribed in the regulations under the Act in both official languages.

24. AGENTS.

(1) The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An agent shall have the right to, and every employer and employee upon whom the provisions of this Agreement are binding shall permit the agent to—

- enter any premises or place in which bespoke tailoring is carried on at any time when he has reasonable cause to believe that any employer or employee is therein;
- orally examine either alone, or in the presence of any other persons, as he thinks fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place, and every employee shall answer the questions put and sign a declaration of the truth of these answers;
- require the production of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same;
- require the production and inspect, examine and copy all pay-sheets or books wherein an account is kept of actual wages, whether by piece or not, paid to any employee whose wages are fixed by this Agreement.
- every employer shall produce any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, also all pay-sheets or books wherein an account is kept of actual wages, whether by piece or not, paid to an employee whose wages are fixed by this Agreement, to an agent when requested to do so by him.

(2) An agent when entering any such premises, interrogating employees or inspecting and examining any notice, book, list or document which is by this Agreement required to be kept, exhibited or made or any pay-sheets or books wherein account is kept of actual wages, whether by piece or not, paid to an employee whose wages are fixed by this Agreement, may take with him an interpreter.

(3) Every employer or employee upon whom the provisions of this Agreement are binding shall grant an agent every facility for the purpose of ascertaining whether the terms of this Agreement are being observed.

25. EMPLOYMENT OF TRADE UNION LABOUR.

(1) No employer shall employ any employee who is not a member of the trade union, and no member of the trade union shall enter or continue in the service of an employer other than a middleman, who is not a member of the employer's organization. The provisions of this clause shall not apply in respect of an immigrant during his first year after the date of his entry into the Republic of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry, refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation. Proof of membership of the trade union shall be the production of a certificate of membership.

(2) Every employer shall permit any person or persons appointed by the trade union in writing to enter his establishment during the lunch hour or at any other time with the consent of the employer for the purpose of—

- interviewing employees on trade union matters;
- enrolling new members;
- posting and distributing notices;
- collecting contributions and carrying out any other trade union work.

26. CONTRACT RATES.

(1) Where the word "person" is used in this context it shall be deemed to include firm, company or association of individuals operating as a "Middleman".

(2) Where bespoke tailoring work is given out on contract to any person by a principal or contractor whether or not such principal or contractor is an employer, such principal or contractor shall pay that person for such work at not less, and that person shall not accept less, than the following rates:—

hierdie Ooreenkoms in werking tree 'n hoër loon ontvang as wat in klousules 4 en 26 van die Ooreenkoms voorgeskryf word, sodanige loon betaal moet word solank as hy by dieselfde werk-gewer in diens bly of werk van dieselfde prinsipaal aanneem.

23. VERTONING VAN OOREENKOMS.

Elke werk-gewer moet op 'n opvallende plek in sy bedryfsin- rigting waar dit maklik toeganklik is vir sy werknemers, 'n lees- bare eksemplaar van hierdie Ooreenkoms, in die vorm voorge- skryf in die regulasie kragtens die Wet en in albei amptelike tale, opplak en opgeplak hou.

24. AGENTE.

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

'n Agent het die reg, en elke werk-gewer en werknemer vir wie die bepalings van hierdie Ooreenkoms bindend is, moet die agent toelaat, om—

- enige perseel of plek waar kleremakery-op-maat verrig word te enige tyd te betree as hy redelikerwys kan aan- neem dat 'n werk-gewer of werknemer daarin is;
- in verband met sake wat op hierdie Ooreenkoms betrek- king het, elke werknemer wat hy op of in die omtrek van die perseel of plek aantref, na goeddunke of alleen of in die teenwoordigheid van ander persone mondelings te ondervra, en elke werknemer moet die vrae wat gestel word, beantwoord en 'n verklaring aangaande die waar- heid daarvan onderteken;
- te eis dat enige kennisgewing, boek, lys of stuk wat inge- volge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, vir insae en inspeksie voorgelê word, en om 'n afskrif daarvan te maak;
- te eis dat loonstate of boeke waarin aantekening gehou word van werklike lone, hetsy per stuk of andersins, wat aan enige werknemer wie se lone ingevolge hierdie Ooreenkoms vasgestel is, betaal word, vir inspeksie en insae voorgelê word, en om daarvan afskrifte te maak;
- 'n werk-gewer te verplig om, wanneer hy daarom gevra word, enige kennisgewing, boek, lys of stuk wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, vir insae voor te lê, asook alle loonstate of boeke waarin aantekening gehou word van werklike lone, hetsy per stuk of andersins, wat aan 'n werknemer wie se lone ingevolge hierdie Ooreenkoms vasgestel is, betaal word.

(2) Die agent mag 'n tolk met hom saamneem wanneer hy 'n perseel betree, werknemers ondervra of enige kennisgewing, boek, lys of stuk wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, of loonstate of boeke waarin aantekening gehou word van weeklikse lone, hetsy per stuk of andersins, wat betaal word aan 'n werknemer wie se lone ingevolge hierdie Ooreenkoms voorgeskryf is, inspekteer en ondersoek.

(3) Elke werk-gewer of werknemer vir wie die bepalings van hierdie Ooreenkoms bindend is, moet aan 'n agent alle fasiliteite verleen wat nodig is om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

25. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

(1) Geen werk-gewer mag 'n werknemer in diens neem wat nie lid van die vakvereniging is nie en geen lid van die vakvereniging mag by 'n werk-gewer, behalwe 'n middelman, wat nie lid van die werkgeversorganisasie is, in diens tree of bly nie.

Die bepalings van hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar na sy aankoms in die Republiek van Suid-Afrika nie; met dien verstande dat indien 'n immigrant te enige tyd na die eerste drie maande van die aanvang van sy diens in die nywerheid 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, van die hand wys, die bepalings van hierdie klousule onmiddellik van krag word. Lidmaatskap van die vakvereniging word bewys deur die voorlegging van 'n lidmaatskapsertifikaat.

(2) Elke werk-gewer moet enige persoon of persone skriftelik deur die vakvereniging aangestel, toelaat om sy bedryfsinrigting gedurende die etenspouse, of op enige ander tyd met toestemming van die werk-gewer, te betree met die doel om—

- werknemers aangaande vakverenigingsake te spreek;
- nuwe lede te werf;
- kennisgewings op te plak en uit te deel;
- bydraes in te samel en enige ander vakverenigingswerk te doen.

26. KONTRAKLOONSKALE.

(1) Waar die woord „persoon” in hierdie verband gebruik word, word dit geag die firma, maatskappy of vereniging van individue wat as „middelman” optree, in te sluit.

(2) Indien 'n prinsipaal of aannemer kleremakery-op-maat op kontrak aan 'n persoon uitgee, of die prinsipaal of aannemer 'n werk-gewer is of nie, moet hy die persoon minstens die volgende lone betaal en mag die persoon nie minder as dié lone aanneem nie:—

(a) Cutting, Fitting and Recut.

	R. c.
Lounge coat	1.85
Morning coat, frock coat or dress coat	2.40
Vests of all descriptions	.95
Trousers	1.06
Breeches of all descriptions	1.75
Plus-fours	1.10
Overcoat	2.40
Blazer	1.65

(b) For complete Making.

Lounge coat, with not more than five pockets to start	6.41
Sporting coat, with not more than five pockets to start	7.61
Norfolk coat, with not more than four straps and belt, to start	8.26
Morning coat, with not more than five pockets to start	10.88
Dress coat, with not more than four pockets to start	13.06
Frock coat, with not more than five pockets to start	14.68
Dinner coat, with not more than five pockets, to start	9.36
Single-breasted overcoat, with not more than five pockets, to start	8.93
Double-breasted overcoat, with not more than five pockets, to start	10.01
Raglan with not more than five pockets, to start	10.01
Ulster with not more than five pockets to start	11.40
Ulster with not more than five pockets to start	C
Blazer, club or school	6.00
Vest, with not more than four pockets, to start	1.96
Coat and/or Vest—Extras.	
Balloon pockets or military pockets	.54
Step collar for vest	.32
Extra pockets, each	.21
Skeleton baste, coat	.44
Skeleton baste, vest	.12
Baste, morning coat	.87
Baste, dress coat	.87
Baste, frock coat	.87
Single stitched, by hand, coat	.89
Single stitched, by hand, vest	.12
Double stitched, by machine	.21
Gauntlett cuffs	.21
Double-breasted lounge	.52
Double-breasted vest	.32
Unlined coat or blazer	.54
Outsize from 44-inch waist	.32
Bluffed edges	.54
After three hole and button cuff, per hole	.05
Lining felled	.44
Under collar, by hand	.21
Top collar, by hand	.32
Canvas, by hand	.21
Three buttonhole cuff	.32
Military and clerical garments.	
Ordinary tunic, pointed cuffs	11.41
Ordinary tunic, braided cuffs	11.41
Scottish tunic, bandelier on top pocket	11.41
Officer's mess coat, quilted lining, plain pointed cuffs and mess vest	13.22
Livery	13.22
Top livery	16.82
Clerical frock	14.41
Cassock vest	5.51
Officer's Mess Coats—Extras.	
Silk facings	1.32
Trousers.	
Trousers, two sides, one hip and fob pockets, turned in tops, to start	2.79
Breeches, two pockets, with strappings, to start	5.98
Jhodpur breeches, two pockets, to start	4.36
Knickers, strap and buckle at knee, to start	2.71
Plus-fours, two side and one hip pocket, to start	2.93
Leggings, with or without tongue, to start	2.51
Trousers—Extras.	
Extra fob pocket	.12
Extra hip pocket	.21
Loops, for belt, other than flannels	.21
Tube	.27
French bearer, single button	.12
French bearer, two buttons	.21
Tab to American pocket	.12
Leather on heel	.16
Outsize from 44-inch waist	.12
Extension band	.21
Leather all round	.32
Chamois pockets, each	.16
Double pockets at bottom	.12
Double seat, out or inside	.21
Braid on side seam, by hand	.66
Double braid on side seam, by hand	1.31
Try-on	.21
Buckskin strappings, by hand	1.31
Breeches, frog-mouth pockets	.32
Breeches, split falls	.66
Jhodpur breeches, extras (same as breeches)	
Braid on side seam, by machine	.44

(a) Sny, pas en oorsny.

	R. c.
Draagbaadjie	1.85
Pantbaadjie, manel of aandbaadjie	2.40
Alle soorte onderbaadjies	.95
Broeke	1.06
Alle soorte rybroeke	1.75
Kuitbroek	1.10
Jas	2.40
Kleurbaadjie	1.65

(b) Vir klaarmaak.

Draagbaadjie, nie meer as vyf sakke nie, te begin	6.41
Sportbaadjie, nie meer as vyf sakke nie, te begin	7.61
Norfolk-baadje, nie meer as vier bande en gordel nie, te begin	8.26
Pantbaadjie, nie meer as vyf sakke nie, te begin	10.88
Aandbaadjie, nie meer as vier sakke nie, te begin	13.06
Manel, nie meer as vyf sakke nie, te begin	14.68
Dineebaadjie, nie meer as vyf sakke nie, te begin	9.36
Enkelborsjas, nie meer as vyf sakke nie, te begin	8.93
Dubbelborsjas, nie meer as vyf sakke nie, te begin	10.01
Raglan, nie meer as vyf sakke nie, te begin	10.01
Ulster, nie meer as vyf sakke nie	11.40
Kleurbaadjie, ongevoer, nie meer as vyf sakke nie, te begin	6.41
Kleurbaadjie, klub- of skool-	6.00
Onderbaadjie, nie meer as vier sakke nie, te begin	1.96
Baadje en/of onderbaadjie—Ekstras.	
Ballonsakke of militêre sakke	.54
Platkraag, vir onderbaadjies	.32
Ekstra sakke, per stuk	.21
Ruwe rygwerk, baadjie	.44
Ruwe rygwerk, onderbaadjie	.12
Ryg, pantbaadjie	.87
Ryg, aandbaadjie	.87
Ryg, manel	.87
Enkel gewerk met die hand, baadjie	.89
Enkel gewerk met die hand, onderbaadjie	.12
Dubbel met masjien gestik	.21
Omslaanmansjette	.21
Draagbaadjie, dubbelbors	.52
Onderbaadjie, dubbelbors	.32
Baadje of kleurbaadjie sonder voering	.54
Buitengewone grootte met middel vanaf 44 duim	.32
Omgeslane kante	.54
Mansjette, meer as 3 knoopsgate en knope, per gat	.05
Voering onsigbaar ingesoom	.44
Binne kraag, met die hand vasgewerk	.21
Buite kraag, met die hand vasgewerk	.32
Seeldoek, met die hand ingewerk	.21
Mansjet met drie knoopsgate	.32
Militêre kledingstukke en kledingstukke vir geestelikes.	
Gewone uniformbaadie, gepunte mansjette	11.41
Gewone uniformbaadjie, mansjette met koord omgewerk	11.41
Skotse uniformbaadjie, bandolier oor boonste sak	11.41
Offisiërsdineebaadjie, opgestopte voering, gewone gepunte mansjette en offisiërsdineebonderbaadjie	13.22
Livrei	13.22
Top-livrei	16.82
Baadje vir geestelikes	14.41
Priestersonderbaadjie	5.41
Offisiërsdineebaadjie—Ekstras.	
Belegsels van sy	1.32
Broeke.	
Broeke, twee sysakke, een heupsak en een horlosiesakke met bo-ente opgeslaan, te begin	2.79
Rybroeke, twee sakke, met belegstukke, te begin	5.98
Jhodpurrybroeke, twee sakke, te begin	4.36
Kniebroeke, riempie en gespe by knie, te begin	2.71
Kuitbroeke, twee sysakke en heupsak, te begin	2.93
Kamaste, met of sonder tong, te begin	2.51
Broeke—Ekstras.	
Ekstra horlosiesakke	.12
Ekstra heupsak	.21
Lissies vir gordel, uitgesonderd vir flanelbroeke	.21
Skede	.27
Franse band, enkel knoop	.12
Franse band, twee knope	.21
Oorflap aan Amerikaanse sakke	.12
Leer oor hak	.16
Buitengewone grootte met middel vanaf 44 duim	.12
Verlengband	.21
Geheel met leer omgeboor	.32
Seemsleersakke, per stuk	.16
Dubbele sakke, onder	.12
Dubbele sitvlak, buite of binne	.21
Synaat met koord afgewerk, met die hand	.66
Dubbele koord op synaat, met die hand	1.31
Aanpas	.21
Bokvel-belegstukke, met die hand	1.31
Rybroeke, paddabek-sakke	.32
Rybroeke, gesplete beenstukke	.66
Jhodpurrybroeke, ekstras (dieselfde as vir rybroeke)	
Koord op synaat, met masjien	.44

	R. c.
Double braid on side seam, by machine	.89
Pockets, by hand	.21
Seat seam, by hand	.21
Bound tops	.12
Back straps or side straps	.12
Ladies Garments.	
Plain coat, from	9.14
Plain skirts, from	3.26
Breeches, made by machine, from	6.52
Breeches, made by hand	10.88
Ladies slacks	3.95

27. EXTRA REMUNERATION.

(1) (a) Every employer who is a merchant tailor shall in addition to the remuneration and rates referred to in clauses 4 and 26 of the Agreement pay the following additional remuneration to his employees, piece-workers and middlemen in respect of each month in accordance with this clause:—

- (i) One-sixth of the weekly remuneration plus a half of that amount paid to each of his employees employed on time-work or payable to them in terms of clause 4 (1), whichever is the greater.
- (ii) Nine cents in the rand of the total amount paid by him to his piece-workers or payable to them in terms of clause 4 (2), during the preceding calendar month, whichever is the greater.
- (iii) Nine cents in the rand of the total amount paid or payable by him to his middleman in terms of clause 26 during the preceding calendar month, whichever is the greater.

(b) Every employer who is a middleman shall in addition to the remuneration referred to in clause 4 pay the following additional remuneration to his employees during each month:—

- (i) One-sixth of the weekly remuneration plus a half of that amount paid to each of his employees, employed on time-work or payable to them in terms of clause 4 (1), whichever is the greater.
- (ii) Nine cents in the rand of the total amount paid by him to his piece-workers or payable to them in terms of clause 4 (2), during the preceding calendar month, whichever is the greater.

(2) (a) Payments made in terms of subclause (1) (a) shall be paid to the Council not later than the seventh day of each and every month, to be held by the Council in trust for the persons entitled thereto.

(b) Payments due by a middleman to his employees in terms of subclause (1) (b) shall be deducted by the Industrial Council from the amounts due to the middleman concerned in terms of sub-clause (1) (a) (iii).

(3) (a) Every merchant tailor shall, when making payments in terms of this clause, furnish a statement in the form prescribed in Annexure B setting out in respect of the calendar month to which it refers, the name of each employee and middleman, and the remuneration payable and the amounts on which such remuneration is based.

(b) Each middleman shall in respect of each calendar month submit a return in the form of Annexure B showing in respect of each time-worker and each piece-worker the total amounts in wages and piece-work remuneration excluding overtime paid during that month to such employees.

(4) (a) The Council shall pay to middlemen, time-workers and piece-workers who have been engaged throughout the year in the Industry the following amounts:—

- (i) In the case of the middleman himself, the sum equivalent to the pay of a tailor for 18 working days on full time.
- (ii) In the case of a time-worker, a sum equivalent to the wage prescribed for an employee of his class for 18 working days on full time.
- (iii) In the case of a piece-worker, a sum equivalent to the wages which would have been paid to an employee of his class had he been employed on full time as a time-worker for 18 working days.

(b) The Council shall pay to middlemen, time-workers and piece-workers, who have not been continuously engaged or employed in the industry during the year such portions of the amount referred to in subclause (4) (a) as is *pro-rata* to the length of time during which they were engaged or employed in the industry during the year.

(c) Whenever the amount standing to the credit of any middleman in terms of this clause appears to the Council to be insufficient as at the 20th December to enable the middleman and his employees to receive the amount referred to in subclause (4) (a) or sub-clause (4) (b), then such shortfall shall be paid jointly to the Council by all the merchant tailors who gave out work to be made up by that middleman during the year ended 20th December, *pro rata* according to the total amounts paid as contract rates by each of those merchant tailors during the said year in respect of that middleman.

(5) All moneys received in terms of this clause shall be paid into a special banking account and payments to persons entitled thereto in terms of this clause shall be made during the week ending the 23rd December of each year, by cheque.

	R. c.
Dubbele koord op synaat, met masjien	.89
Sakke met die hand	.21
Sitvlaknaat, met die hand	.21
Bo-ente omgeboor	.12
Agterlissies en sylissies	.12
Dameskledingstukke.	
Gewone baadie, van	9.14
Gewone romp, van	3.26
Rybroek, met masjien gemaak, vanaf	6.52
Rybroek, met die hand gemaak	10.88
Langbroek vir dames	3.95

27. EKSTRA BESOLDIGING.

(1) (a) Elke werkgewer wat 'n handelaarkleremaker is, moet elke maand benewens die besoldiging en stukwerklone genoem in klousules 4 en 26 van die Ooreenkoms, onderstaande ekstra besoldiging ingevolge hierdie klousule aan sy werknemers, stukwerkers en middelmannen betaal:—

- (i) Een-sesde van die weeklikse besoldiging plus die helfte van dié bedrag aan elk van sy werknemers op tydwerk betaal of aan hulle betaalbaar ingevolge klousule 4 (1), watter ook al die meeste is.
- (ii) Nege sent in die rand van die totale bedrag gedurende die voorafgaande kalendermaand deur hom aan sy stukwerkers betaal of aan hulle betaalbaar ingevolge klousule 4 (2), watter ook al die meeste is.
- (iii) Nege sent in die rand van die totale bedrag gedurende die voorafgaande kalendermaand deur hom aan sy middelmannen betaal of aan hulle betaalbaar ingevolge klousule 26, watter ook al die meeste is.

(b) Elke werkgewer wat 'n middleman is, moet elke maand benewens die besoldiging waarna in klousule 4 verwys word, onderstaande ekstra vergoeding aan sy werknemers betaal:—

- (i) Een-sesde van die weeklikse besoldiging plus die helfte van dié bedrag aan elk van sy werknemers op tydwerk betaal of aan hulle betaalbaar ingevolge klousule 4 (1), watter ook al die meeste is.
- (ii) Nege sent in die rand van die totale bedrag deur hom aan sy stukwerkers gedurende die voorafgaande kalendermaand betaal of aan hulle betaalbaar ingevolge klousule 4 (2), watter ook al die meeste is.

(2) (a) Bedrae wat ingevolge subklousule (1) (a) betaal is, moet voor of op die sewende dag van elke maand aan die Raad betaal word om deur die Raad in trust gehou te word vir persone wat daarop geregtig is.

(b) Betalings deur 'n middleman ingevolge subklousule (1) (b) aan sy werknemers verskuldig, moet deur die Nywerheidsraad van die bedrae ingevolge subklousule (1) (a) (iii) aan die betrokke middleman verskuldig, afgetrek word.

(3) (a) Elke handelaarkleremaker moet as hy bedrae ingevolge hierdie klousule betaal, 'n staat verstrek in die vorm voorgeskryf in Aanhangsel B, wat ten opsigte van elke kalendermaand waarna dit verwys die naam van elke werknemer en middleman, die besoldiging betaalbaar en die bedrae waarop sodanige besoldiging gebaseer is, moet aantoon.

(b) Elke middleman moet ten opsigte van elke kalendermaand 'n opgawe verstrek in die vorm van Aanhangsel B wat ten opsigte van elke tydloonwerker en stukwerker die totale bedrae aan lone en besoldiging vir stukwerk, met uitsondering van oortyd, wat gedurende daardie maand aan sodanige werknemers betaal is, moet aantoon.

(4) (a) Die Raad moet aan middelmannen, tydloonwerkers en stukwerkers wat dwarsdeur die jaar in die nywerheid in diens was, onderstaande bedrae betaal:—

- (i) In die geval van die middleman self, 'n bedrag gelyk aan die loon van 'n kleremaker vir 18 werkdag teen volle tyd.
- (ii) In die geval van 'n tydloonwerker, 'n bedrag gelyk aan die loon voorgeskryf vir 'n werknemer in sy kategorie vir 18 werkdag teen volle tyd.
- (iii) In die geval van 'n stukwerker, 'n bedrag gelyk aan die loon wat aan 'n werknemer in sy kategorie betaal sou gewees het as hy vir 18 werkdag teen volle tyd as 'n tydloonwerker in diens was.

(b) Die Raad moet aan middelmannen, tydloonwerkers en stukwerkers wat nie dwarsdeur die jaar onafgebroke in die nywerheid in diens of werksaam was nie, dié dele van die bedrag genoem in subklousule (4) (a) betaal wat in verhouding is met die deel van die jaar waarvoor hulle in die nywerheid in diens of werksaam was.

(c) As die bedrag wat ingevolge die bepalings van hierdie klousule in die krediet van 'n middleman staan, op 20 Desember vir die Raad onvoldoende lyk om die middleman en sy werknemers die bedrag te betaal wat in subklousule (4) (a) of subklousule (4) (b) genoem word, moet die tekort deur al die handelaarkleremakers wat aan die betrokke middleman werk gegee het om gedurende die jaar geëindig 20 Desember gedoen te word, gesamentlik aan die Raad betaal word in verhouding tot die totale bedrae wat gedurende die betrokke jaar deur elkeen van dié handelaarkleremakers as kontraktione ten opsigte van dié middleman betaal is.

(5) Alle gelde wat ingevolge hierdie klousule ontvang is, moet in 'n spesiale bankrekening gestort word en betalings aan persone wat ingevolge hierdie klousule daarop geregtig is, moet gedurende die week eindigende 23 Desember van elke jaar per tjek geskied.

28. SICK BENEFIT FUND.

(1) There is hereby continued a Fund which shall be known as the "Bespoke Tailoring Industry Sick Benefit Fund", herein-after referred to as the "Fund".

(2) The object of the Fund shall be the provision of medical and sick pay benefits for employees in the industry, to whom this agreement applies, during periods of illness.

(3) The Fund shall consist of—

- (a) contributions paid into the Fund, in terms of subclause (4) of this clause;
- (b) interest derived from investments of monies of the Council;
- (c) any other monies to which the Fund may become entitled.

(4) (a) Every employer shall each week, deduct the following amounts from the wages of each of his employees:—

- (i) 5 cents per week for all employees for whom a wage of not more than R10, per week is prescribed in this Agreement.
- (ii) 10 cents per week for all employees for whom a wage of over R10, but not more than R20, per week, is prescribed in this Agreement.
- (iii) 15 cents per week for all employees for whom a wage of over R20 but not more than R30 per week, is prescribed in this Agreement.
- (iv) 20 cents per week for all employees for whom a wage of more than R30 per week, is prescribed in this Agreement.

(b) Persons other than those referred to in paragraph (a), who are directly engaged in the Industry, may be admitted to membership of the Fund, at the discretion of the Council.

(c) To the total amount so collected under paragraph (a) of this subclause, the employers shall add the sum of 10c per week, in respect of each employee, and remit same month by month "free of exchange" to the Secretary of the Council, P.O. Box 357, Pretoria, not later than the 7th day of each and every month, together with a statement in the form of Annexure C, to this Agreement.

(5) (a) Subject to the provisions of sub-clause (6) and to the rules governing the administration of the Fund, an employee who is absent from work on account of illness and who has contributed towards the Fund for a period of not less than 13 (thirteen) weeks, shall be entitled to sick pay at the rate of 50 per cent of the wage prescribed for an employee of his class in clause 4 of this agreement, for four weeks during any calendar year; provided that the rate of payment in terms of this sub-clause shall be not less than R5.65 per week. Absences of less than one week shall be paid for at the rates laid down in this subclause divided by 45 in respect of each hour of absence.

(b) In addition to the sick leave pay referred to in subclause (5) (a), medical benefits, in respect of doctors accounts, chemists accounts and hospital accounts to a maximum either collectively or individually, of R10 per annum, shall be paid from the Fund, subject to the completion by the employee (claimant) of fifty-two weeks continuous service in the Industry, in accordance with the rules of the Fund and the directions of the Council.

(c) In addition to the benefits provided in terms of subclauses (5) (a) and (5) (b), an employee shall be entitled to an allowance of R10.50, (which shall include the cost of spectacles and the fees of the eye specialist or optician concerned), towards the cost of providing one pair of spectacles, on the completion of every two years continuous service, in the Industry.

(6) Disbursements from the Fund in respect of medical benefit and Sick Pay shall cease whenever the amount standing to the credit of the Fund falls below R100 and the payment of further benefits shall not commence until the amount standing to the credit of the Fund reaches the figure of R200.

(7) The Fund shall be administered by the Council. The Administration shall be in accordance with the rules drawn up and approved by the Council. The rules shall not be inconsistent with the provisions of this clause and may be amended by the Council.

(8) (a) All monies paid into the Fund shall be deposited in a special Banking Account to be opened at a bank and/or institution approved by the Council.

(b) All cheques drawn on the Fund's account shall be signed by the Chairman, or Vice-Chairman, and Secretary of the Council.

(c) Surplus money in the Fund may be placed on deposit with an approved building society, or may be invested in National Savings Certificates; provided that sufficient money is kept in such liquid form as will enable the Council to meet any claims on the fund immediately it is called upon to do so.

(d) All expenses incurred in connection with the administration of the Fund, shall form a charge upon the Fund.

(9) A qualified public accountant shall be appointed annually by the Council at such remuneration as the Council may decide. The public accountant or accountants shall, after the Fund has commenced to pay benefits, audit the accounts of the Fund at least annually, and prepare a statement showing:—

28. SIEKTEBYSTANDFONDS.

(1) Hierby word 'n fonds voortgesit wat as die „Siektebystandfonds vir die Kleremakery-op-maatnywerheid", hierna die „fonds" genoem, bekend staan.

(2) Die doelstellings van die fonds is om gedurende tye van siekte, mediese bystand en siektebetalings te voorsien aan werknemers in die nywerheid op wie hierdie Ooreenkoms van toepassing is.

(3) Die fonds bestaan uit—

- (a) bydraes wat in die fonds gestort word, ingevolge die bepalings van subklousule (4) van hierdie klousule;
- (b) rente verkry uit beleggings van gelde van die Raad;
- (c) enige ander gelde waarop die fonds geregtig mag word.

(4) (a) Elke werkgewer moet elke week die volgende bedrae van die lone van elkeen van sy werknemers wat weekliks betaal word, aftrek:—

- (i) 5 sent per week vir alle werknemers vir wie die voorgeskrewe loon in hierdie Ooreenkoms hoogstens R10 per week is.
- (ii) 10 sent per week vir alle werknemers vir wie die voorgeskrewe loon in hierdie Ooreenkoms meer as R10 en nie meer nie as R20 per week is.
- (iii) 15 sent per week vir alle werknemers vir wie die voorgeskrewe loon in hierdie Ooreenkoms meer as R20 en nie meer nie as R30 per week is;
- (iv) 20 sent per week vir alle werknemers vir wie die voorgeskrewe loon in hierdie Ooreenkoms meer as R30 per week is.

(b) Persone, uitgesonderd dié waarna in paragraaf (a) verwys word, wat direk in die nywerheid betrokke is, mag, na goedvinde van die Raad, as lede van die fonds toegelaat word.

(c) By die totale bedrag wat ingevolge subklousule 4 (a) van hierdie klousule ingevorder is, moet die werkgewers 'n bedrag van 10c per week ten opsigte van elke werknemer voeg en dit maandeliks „vry van bankkommissie" nie later as die 7de dag van elke maand nie, tesame met 'n staat in die vorm van Aanhangsel C van hierdie Ooreenkoms, aanstuur aan die Sekretaris van die Raad, Posbus 357, Pretoria.

(5) (a) Behoudens die bepalings van subklousule (6) en die reëls wat die administrasie van die fonds beheer, is 'n werknemer wat weens siekte van sy werk afwesig is en wat vir 'n tydperk van minstens 13 (dertien) weke tot die fonds bygedra het, vir vier weke gedurende enige kalenderjaar geregtig op siektebetaling van 50 persent van die loon wat vir 'n werknemer van sy klas in klousule 4 van hierdie Ooreenkoms voorgeskryf word; met dien verstande dat die loon ingevolge hierdie subklousule nie minder as R5.65 per week mag wees nie. Betaling ten opsigte van afwesighede van minder as een week moet bereken word teen die loon wat in hierdie subklousule voorgeskryf word, gedeel deur 45 ten opsigte van elke uur van afwesigheid.

(b) Daar moet, benewens die betaling ten opsigte van siekteverlof wat in subklousule 5 (a) bedoel word, mediese bystand ten opsigte van dokters-, aptekers- en hospitaalrekenings tot 'n maksimum van 10 gesamentlik of individueel van R10.00 per jaar uit die fonds betaal word, onderworpe aan die voltooiing deur die werknemer (eiser) van twee-en-veertig weke agtereenvolgende diens in die nywerheid, in ooreenstemming met die reëls van die fonds en die opdragte van die Raad.

(c) Benewens die bystand voorsien ingevolge die bepalings van subklousules (5) (a) en (5) (b), is 'n werknemer geregtig op 'n toelae van R10.50 (wat die koste van 'n bril en die gelde van die betrokke oogspesialis of oogkundige moet insluit), ten opsigte van die koste om een bril te voorsien, na voltooiing van elke twee jaar agtereenvolgende diens in die nywerheid.

(6) Uitbetalings uit die fonds ten opsigte van mediese bystand en siektebetaling word gestaak sodra die bedrag in die krediet van die fonds onderkant R100 daal, en die betaling van verdere bystand word nie hervat voor en aler die bedrag in die krediet van die fonds op R200 te staan kom nie.

(7) Die fonds word deur die Raad geadminestreer. Die administrasie geskied ooreenkomstig die reëls wat deur die Raad opgestel en goedgekeur word. Die reëls moet nie met die bepalings van hierdie klousule strydig wees nie en mag deur die Raad gewysig word.

(8) (a) Alle gelde wat in die fonds gestort word, moet in 'n spesiale bankrekening gedeponer word wat by 'n bank en/of instelling wat deur die Raad goedgekeur word, geopen word.

(b) Alle tjeks wat op die fonds se rekening getrek word, moet deur die voorsitter, of ondervoorsitter en die sekretaris van die Raad onderteken word.

(c) Surplusgeld in die fonds kan by 'n goedgekeurde bougenootskap op deposito geplaas word, of dit kan in Nasionale Spaarsertifikate belê word; met dien verstande dat voldoende geld in likiede vorm gehou word om die Beheerraad in staat te stel om onmiddellik aan enige vordering teen die fonds te voldoen.

(d) Alle onkoste wat in verband met die administrasie van die fonds aangegaan word, is vir die rekening van die fonds.

(9) 'n Gekwalifiseerde openbare rekenmeester of rekenmeesters moet jaarliks deur die Raad aangestel word teen die besoldiging waaroor die Raad besluit. Die openbare rekenmeester of rekenmeesters moet nadat die fonds begin het om bystand te betaal, die rekenings van die fonds minstens eenkeer per jaar ouditeer en 'n staat opstel wat die volgende aantoon:—

(a) All monies received—

- (i) in terms of sub-clause (4) hereof;
- (ii) from any other sources; and

(b) Expenditure incurred under all headings, together with a statement showing the assets and liabilities of the Fund. True copies of these statements shall be countersigned by the Chairman and the Secretary of the Council, and the Auditor's Reports thereon shall be available for inspection at the Council's office to persons engaged or employed in the Bespoke Tailoring Industry, who shall be entitled to make copies thereof, or to take extracts therefrom. Certified copies of both statements and the Auditor's Report shall forthwith be transmitted to the Secretary for Labour, within three months of the period covered thereby.

(10) In the event of the expiry of this Agreement, or any extension or renewal thereof and a subsequent agreement, providing for the continuation of the Fund not being negotiated within a period of twelve months from the date of such expiry, or the Fund not being transferred by the Council within such period, to any other Fund constituted for the same purpose as that for which the original fund was created, the Fund shall be liquidated by the Council, or such person as the Council may appoint. The Fund shall during the said period of twelve months or until such time as it is transferred to any other Fund referred to above, be administered by the Council.

(11) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Council shall continue to administer the Fund and the members of the Council existing at the date on which the Council ceases to function or is dissolved, shall be deemed to be members thereof for such purposes; provided, however, that any vacancy occurring on the Council may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives in the membership of the Council. In the event of such Council being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Council and who shall possess all the powers of the Council for such purpose.

In the event of the dissolution of the Council the fund shall be liquidated upon the expiry of the Agreement, by the members of the Council referred to above or by the trustee or trustees as the case may be in the manner set forth in subclause (12) of this clause, and if upon expiration, the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act, as if it formed part of the general funds of the Council.

(12) Upon liquidation of the fund in terms of subclause (10) of this clause, the monies remaining to the credit of the fund after the payment of all claims against the fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

29. VALIDITY OF AGREEMENT.

Should any provision of this Agreement be declared *ultra vires* by any competent Court of Law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force of the unexpired period of the Agreement.

Signed at Pretoria on behalf of the parties on this 29th day of June, 1967.

J. J. LOUW,
Chairman of the Council.

F. J. LE ROUX,
Vice-Chairman of the Council.

CLAUDE E. ACTON,
Secretary of the Council.

(a) Alle gelde ontvang—

- (i) ingevolge subklousule (4) hiervan;
- (ii) uit ander bronne; en

(b) Uitgawes aangegaan onder alle hoofde, tesame met 'n staat wat die bates en laste van die fonds aangee. Ware kopieë van hierdie state moet deur die voorsitter en sekretaris van die Raad onderteken word en die ouditeur se verslag daarvoor moet in die Raad se kantoor ter insae lê van persone wat in die Kleremakery-op-maatnywerheid betrokke of werksaam is en hulle is geregtig om afskrifte daarvan of uittreksels daaruit te maak. Gewaarmerkte kopieë van beide state en die ouditeur se verslag daarvoor moet onverwyld aan die Sekretaris van Arbeid deurgestuur word, binne drie maande na beëindiging van die tydperk waarvoor dit handel.

(10) Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan verstryk, en 'n daaropvolgende ooreenkoms wat voorsiening maak vir die voortsetting van die fonds nie binne 'n tydperk van twaalf maande van die datum van sodanige verstryking aangegaan word nie, of die fonds nie gedurende sodanige tydperk deur die Raad oorgedra word aan 'n ander fonds ingestel vir dieselfde doel as dié waarvoor die oorspronklike fonds in die lewe geroep is nie, moet die fonds deur die Raad of deur sodanige persoon wat die Raad mag aanstel, gelikwedeer word. Die fonds moet gedurende sodanige tydperk van twaalf maande of totdat dit na 'n ander fonds, hierbo genoem, oorgedra word, deur die Raad geadministreer word.

(11) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge die bepalings van artikel 34 (2) van die Wet, moet die Raad voortgaan om die fonds te administreer en diegene wat lede van die Raad is op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doeleindes geag lede daarvan te wees; met dien verstande dat enige vakature wat op die Raad mag ontstaan egter deur die Registrateur gevul mag word uit die geledere van werkgewers en werknemers in die nywerheid, na gelang van die geval, ten einde te verseker dat daar 'n gelyke getal werkgewer- en werknemer-vertegenwoordigers en sekundi as lede van die Raad is. Ingeval sodanige Raad nie in staat is nie of onwillig is om sy pligte uit te voer of 'n dooie punt daarin ontstaan wat die administrasie van die fonds na die mening van die Registrateur onuitvoerbaar of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Raad uit te voer en wat vir sodanige doeleinde oor al die bevoegdhede van die Raad beskik.

Ingeval die Raad ontbind word, moet die fonds by die verstryking van die Ooreenkoms ontbind word deur die lede van die Raad, hierbo bedoel, of deur die trustee of trustees, na gelang van die geval, of die wyse voorgeskryf in subklousule (12) van hierdie klousule, en indien die sake van die Raad by die verstryking alreeds afgehandel is en sy bates verdeel is, moet die saldo van die fonds verdeel word soos bepaal by artikel 34 (4) van die Wet, asof dit deel van die algemene fondse van die Raad uitmaak het.

(12) Wanneer die fonds ingevolge subklousule (10) van hierdie klousule gelikwedeer word, moet die geld wat in die krediet van die fonds staan nadat alle skulde, met inbegrip van administrasie- en likwidasiestekoste, vereffen is, in die Raad se algemene fondse gestort word.

29. GELDIGHEID VAN OOREENKOMS.

Indien enige bepaling van hierdie Ooreenkoms deur 'n bevoegde gereghof *ultra vires* verklaar sou word, word die oorblywende bepalings van hierdie Ooreenkoms as die Ooreenkoms geag en bly dit van krag gedurende die onverstreke tydperk van die Ooreenkoms.

Namens die partye in Pretoria onderteken op hede die 29ste dag van Junie 1967.

J. J. LOUW,
Voorsitter van die Raad.

F. J. LE ROUX,
Ondervoorsitter van die Raad.

CLAUDE E. ACTON,
Sekretaris van die Raad.

ANNEXURE A

No. of Certificate

CERTIFICATE OF SERVICE.

(issued in terms of section *seventeen* of Industrial Council Agreement, published under Government Notice.)

BESPOKE TAILORING INDUSTRY.

Name and Address of firm.....

I hereby certify that the undermentioned person was employed by me and that the particulars detailed hereunder are correct:—

1. Full name of employee
2. Address
3. Sex
4. Age
5. Occupation
6. Wage paid at date of leaving
7. Date of entering my service
8. Date of leaving my service
9. The number of the certificate of service issued by previous employer (insert name) was

Dated at this day of 19.....

Signature of employer.

BESPOKE TAILORING INDUSTRY.

ANNEXURE B

Employer's return for the month of.....
Employer

<i>Employees</i>	<i>Remuneration on which Contribution due</i>	<i>Contributions due</i>
(a) Time workers		
(b) Piece-workers		
Middlemen		
Total wages		
Total Contributions due		

Signature

Date.....

ANNEXURE C

SICK BENEFIT FUND

Employers return for the month of.....
Name and address of employer

<i>Employees</i>	<i>Contribution R. c.</i>
(a) Earning not more than R10, per week (Number.....)	
(b) Earning over R10, but not more than R20, per week (Number.....)	
(c) Earning over R20, but not more than R30 per week (Number.....)	
(d) Earning more than R30, per week (Number.....)	
(e) Middlemen (Number.....)	
Employer's Contribution	

Total Contribution R.....

Signature

Date.....

AANHANSEL A

No. van sertifikaat

DIENSSERTIFIKAAT

(uitgereik ingevolge artikel *sewentien* van die Nywerheidsraadooreenkoms wat by Goewermentskennisgewing bekendgemaak is.)

KLEREMAKERY-OP-MAATNYWERHEID

Naam en adres van firma.....

Hierby sertifiseer ek dat ondervermelde persoon by my in diens was en dat onderstaande besonderhede juis is:—

1. Volle naam van werknemer
2. Adres
3. Geslag
4. Ouderdom
5. Bedryf
6. Loon op datum van uitdienstreding
7. Datum van indienstreding by my
8. Datum van uitdienstreding by my
9. Nommer van dienssertifikaat deur vorige werkgewer (vul naam in)

uitgereik, is

Gedateer hede die dag van 19.....

Handtekening van Werkgewer.

KLEREMAKERY-OP-MAATNYWERHEID

AANHANGSEL B

Werkgewer se opgaaf vir die maand

Werkgewer

<i>Werknemers</i>	<i>Besoldiging waarop bydraes verskuldig is</i>	<i>Bydraes verskuldig</i>
(a) Tydloonwerkers		
(b) Stukwerkers		
Middelmannen		
Totaal aan lone		
Totaal aan bydraes verskuldig		

Handtekening

Datum

AANHANGSEL C

SIEKTEBYSTANDSFONDS

Werkgewer se opgaaf vir die maand

Naam en adres van werkgewer

<i>Werknemers</i>	<i>Bydrae R. c.</i>
(a) Wat nie meer nie as R10 per week verdien ... (Getal	
(b) Wat meer as R10 maar nie meer nie as R20 per week verdien ... (Getal	
(c) Wat meer as R20 maar nie meer nie as R30 per week verdien ... (Getal	
(d) Wat meer as R30 per week verdien ... (Getal	
(e) Middelmannen (Getal	
Werkgewer se bydrae ...	

Totale bydrae R.....

Handtekening

No. R.2046.]

[22nd December, 1967.]

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE NO. 43 OF 1942.

BESPOKE TAILORING INDUSTRY, PRETORIA.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Bespoke Tailoring Industry, published under Government Notice No. R.2045 of the 22nd December, 1967.

M. VILJOEN,
Minister of Labour.

No. 2047.]

[22nd December, 1967.]

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

BESPOKE TAILORING INDUSTRY, PRETORIA.

I, MARAIS VILJOEN, Minister of Labour,—

- (a) hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Bespoke Tailoring Industry, published under Government Notice No. R.2045 of the 22nd December, 1967, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and
- (b) in terms of section 54 (1) of the said Act hereby exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the said Act, in respect of employees who are entitled to benefits in terms of clause 28 of the said Agreement.

M. VILJOEN,
Minister of Labour.

No. R.2046.]

[22 Desember 1967.]

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP
LEWENSKOSTETOELAES GEPUBLISEER BY
OORLOGSMAATREËL NO. 43 VAN 1942.KLEREMAKERY-OP-MAATNYWERHEID,
PRETORIA.

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms, vir die Kleremakery-op-Maatnywerheid wat by Goewermentskennisgewing No. R.2045 van 22 Desember 1967 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

No. 2047.]

[22 Desember 1967.]

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.KLEREMAKERY-OP-MAATNYWERHEID,
PRETORIA.

Ek, MARAIS VILJOEN, Minister van Arbeid,—

- (a) verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Kleremakery-op-Maatnywerheid, gepubliseer by Goewermentskennisgewing No. R.2045 van 22 Desember 1967, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en
- (b) stel hierby-ingevoelge artikel 54 (1) van genoemde Wet alle werkgewers wat onderhewig is aan die bepalings van genoemde Ooreenkoms vry van die vereistes van artikel 21A van genoemde Wet, ten opsigte van werknemers wat op voordele kragtens klousule 28 van genoemde Ooreenkoms geregtig is.

M. VILJOEN,
Minister van Arbeid.

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