

EXTRAORDINARY



BUITENGEWONE

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GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R.727.]

[3rd May, 1968.

INDUSTRIAL CONCILIATION ACT, 1956**CLOTHING INDUSTRY, NATAL****MAIN AGREEMENT**

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 Clothing Industry, shall be binding from 25 May 1968 and for the period ending 24 May 1971 upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 7 (6) (k), 20, 21, 22 and 25, shall be binding from 25 May 1968 and for the period ending 24 May 1971 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 Districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela and from 25 May 1968 and for the period ending 24 May 1971, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 7 (6) (k), 20, 21, 22 and 25, 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.

M. VILJOEN.
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R.727.]

[3 Mei 1968.

WET OP NYWERHEIDSVERSOENING, 1956**KLERASIENYWERHEID, NATAL****HOOFOOREENKOMS**

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 Klerasienywerheid betrekking het, vanaf 25 Mei 1968 en vir die tydperk wat op 24 Mei 1971 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 7 (6) (k), 20, 21, 22 en 25, vanaf 25 Mei 1968 en vir die tydperk wat op 24 Mei 1971 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 landdrosdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Lower Tugela; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 7 (6) (k), 20, 21, 22 en 25, vanaf 25 Mei 1968 en vir die tydperk wat op 24 Mei 1971 eindig, in die landdrosdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Lower Tugela *mutatis mutandis* bindend is vir alle Bantoes in diens in 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.

M. VILJOEN.
Minister van Arbeid.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL)

AGREEMENT

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

Natal Clothing Manufacturers' Association
(hereinafter called "the employers" or "the employers' organization"), on the one part, and the

Garment Workers' Industrial Union (Natal)
(hereinafter called "the employees" or "trade union"), of the other part,
being the parties to the Industrial Council for the Clothing Industry (Natal).

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Durban, Pinetown, Inanda, Pietermaritzburg and Lower Tugela by all employers who are members of the employers' organization and are engaged in the Clothing Industry and by all employees who are members of trade union and are employed in that Industry.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

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

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

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

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

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

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

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

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

"Bespoke Tailoring Industry" means the making of outer garments for and to the measurements of individual persons but excludes the making of tailored outer garments for the execution of special measure orders from dealers whose customer's measurements are taken by or on the responsibility of such dealers and the making of all classes of garments, including quantity production tailoring made to the order of any department of State, Provincial Administration, the S.A.R. & H. and Airways or local authorities.

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

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

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

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

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL)

OOREENKOMS

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

Natal Clothing Manufacturers' Association
(hieronder die „werkgewers" of die „werkgewersorganisasie" genoem), aan die een kant, en die

Garment Workers' Industrial Union (Natal)
(hieronder die „werknemers" of die „vakvereniging" genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Natal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte Durban, Pinetown, Inanda, Pietermaritzburg en Lower Tugela nagekom word deur alle werkgewers wat lid van die werkgewersorganisasie is en wat die Klerasienywerheid beoefen 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 slegs dié werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag vasstel en bly van krag vir drie jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

„Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;
„assistent-hoofsnyer" 'n persoon wat die hoofsnyer help met ontwerpe, style, modes, patroonmakery, patroongradering en die beplanning van snywerk;

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

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

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

„kraalaanwerker en/of borduurder" 'n werknemer wat krale met die hand of 'n masjien aanwerk en/of motiewe aan kledingstukke met die hand borduur;

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

„kleremakery-op-maat" die maak van boklere vir en volgens die mate van individue, maar nie die maak van snyers-boklere vir die uitvoering van bestellings volgens spesiale mate geplaas deur handelaars wie se klante se mate geneem word deur of op die verantwoordelikheid van sulke handelaars en die maak van alle klasse klere, ook die snyers-werk in groot hoeveelhede geproduseer volgens bestelling van enige Staatsdepartement, Provinsiale Administrasie, die S.A.S. en H. en Lugdiens of plaaslike owerhede;

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

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

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

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

"Clerical employee" means an employee—

- (i) employed in the calculation, recording and payment of wages including operators of calculating machines and other mechanical aids, with the exception of the making out of pay envelopes by hand or machine but including calculations of incentive bonus payments from factory records;
- (ii) employed in the writing, typing or filing of correspondence;
- (iii) employed in book-keeping, including accounting machine operators, cost and statistical clerks, operators of calculating machines;
- (iv) employed in dealing with records/required in terms of the Agreement i.e. maintaining of factory record cards, employees' service cards, time sheets, sick pay applications and levy sheets;
- (v) employed as a shipping clerk;
- (vi) employed as an invoice clerk;
- (vii) employed as a storeman;
- (viii) employed as a cashier or telephone operator;
- (ix) employed in the keeping of main stock records;
- (x) who is responsible for receipt and/or despatch of goods, in an establishment, or in any other premises which may form part of, or are adjacent to, or are connected with the establishment in which the activity of the employer is carried on;

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

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

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

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

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

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

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

"dealer" means a person holding a licence under item 11 of the Second Schedule of the Licences Act, 1962;

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

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

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

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

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

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

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

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

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

"klerk" 'n werknemer—

- (i) wat lone bereken, aantekene en betaal, en ook iemand wat met 'n rekenmasjien of ander werktuigkundige hulpmiddel werk, maar uitgesonderd iemand wat die loonkoevert met die hand of 'n masjien uitskryf maar met inbegrip van iemand wat aansporingsbonus-betalings volgens die registers van die fabriek bereken;
- (ii) wat skryf-, tik-, lisseer- of korrespondensiewerk doen;
- (iii) wat boekhouwerk verrig, met inbegrip van iemand wat met 'n rekenmasjien werk, en ook 'n koste- en statistiekklerk en die bediener van 'n rekenmasjien;
- (iv) wat werk met die registers wat ingevolge die Ooreenkoms gehou moet word, d.w.s. wat die fabriek se registerkaarte, die werknemers se dienskaarte, tydstate, aansoek om siektebesoldiging en heffingstate hou;
- (v) wat as 'n skepsklerk werksaam is;
- (vi) wat as 'n faktuurklerk werksaam is;
- (vii) wat as 'n pakhuismans werksaam is;
- (viii) wat as 'n kassier of telefonis werksaam is;
- (ix) wat die hoofvoorraadboek hou;

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

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

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

"baadjieomkeerder" 'n werknemer wat baadjiebelegsels omkeer nadat dit met 'n masjien gewerk is;

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

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

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

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

"handelaar" 'n persoon wat 'n lisensie kragtens item 11 van die Tweede Bylae van die Wet op Lisensies, 1962, besit;

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

"Distrik 1" die landdrostdistrikte Durban, Pinetown en Inanda;

"Distrik 2" die landdrostdistrikte Pietermaritzburg en Lower Tugela;

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

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

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

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

"ondervinding" die totale tydperk diens wat 'n werknemer in die Kleremakery-op-maat- en/of Klerasiennywerheid, hetsy in die Republiek van Suid-Afrika of elders, gehad het in enige ander hoedanigheid as dié van bestuurder van 'n motorvoertuig of 'n werktuigkundige, en moet die volgende insluit:

- (a) In die geval van 'n klerk, alle tydperke diens wat so 'n werknemer as klerk gehad het, afgesien van die bedryf, nywerheid of onderneming waarin sodanige ondervinding opgedoen is;

- (b) In the case of a retail or private dressmaker seeking employment in the Clothing Industry in a capacity other than that of a clerical employee, traveller, mechanic, belt man, boiler attendant or driver of a motor vehicle, one-half of his total experience as a retail or private dressmaker.
- (c) In the case of a presser, and/or folder who has been in the Laundry Trade, seeking employment as a presser, ironer and/or folder in the Clothing Industry, one-half of his total experience in the Laundry Trade.
- (d) In the case of all other employees, training in any work similar to that for which wages are prescribed in this Agreement, obtained in a trade school, or similar institution, before or subsequent to the date of commencement of this Agreement.

"Finisher by Hand" means an employee who performs one or more of the following operations by hand:— Putting pads or wadding into shoulders of coats; fastening or serging sleeve-heads; wadding sleeve heads; felling silk facings already basted into position; making button-holes by hand; felling sleeve-head linings, holding such in position with the fingers;

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

"Folder—Grade I" means an employee engaged in the folding of garments by machine.

"Folder—Grade III" means an employee engaged in the folding of garments by hand and buttoning up of garments;

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

"Grade One Employee—Male" means a male employee engaged in one or more of the following duties or capacities:

1. Baster.
2. Bader and/or embroiderer by hand.
3. Clicker.
4. Conveyor feeder.
5. Examiner.
6. Finisher by hand.
7. Fitter-up.
8. Folder Grade I.
9. Machinist.
10. Maker of bows for dresses.
11. Operator of automatic lace embroidery or monogramming machine.
12. Presser.
13. Seam Welder.
14. Setter of Automatic Pleating machines.
15. Any other Male employee not elsewhere specified.

"Grade One Employee—Female" means a female employee engaged in one or more of the following duties or capacities:

1. Baster.
2. Bader and/or embroiderer by hand.
3. Clicker.
4. Conveyor feeder.
5. Examiner.
6. Finisher by hand.
7. Fitter-up.
8. Folder Grade I.
9. Machinist.
10. Maker of bows for dresses.
11. Operator of automatic lace, embroidery or monogramming machine.
12. Presser.
13. Seam Welder.
14. Setter of automatic pleating machine.
15. Any other Female employee not elsewhere specified.

"Grade Two Employee" Male and Female—means a male or female employee engaged in any one or more of the following duties or capacities:

1. Assistant Storeman.
2. Automatic Hydraulic Hat Presser.
3. Belt man.
4. Bobbin-winder.
5. Boiler Attendant.
6. Cardboard box maker.
7. Cleaner.
8. Coat Turner.
9. Covering buckles by hand or machine and/or trimming and cleaning belts after lining and belt have been machined together.
10. Cutter of traveller's swatches.
11. Despatch Packer.

(b) in die geval van 'n kleinhandel- of private modemaker wat in die Klerasiënwerheid werk soek in 'n ander hoedanigheid as dié van 'n klerklike werknemer, handelsreisiger, werktuigkundige, dryfbandversorger, ketelbediener of bestuurder van 'n motorvoertuig, die helfte van sy totale ondervinding as 'n kleinhandel- of private modemaker;

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

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

„handafwerker" 'n werknemer wat een of meer van die volgende werksaamhede met die hand verrig: Kussinkies of watte in die skouers van baadjies plaas; die skouers van moue vaswerk of sersjeer; die skouers van moue met watte vul; sybelegels wat alreeds in posisie vasgery is, plat stik; knoopsgate met die hand maak; die voerings van die skouers van moue plat stik deur dit met die vingers in posisie te hou;

„inpasser" 'n werknemer wat die buitenste dele van kledingstukke en die uitgesnyde voerings (die sogenaamde „trimmings") so akkuraat met mekaar pasmaak dat hulle na die masjien gestuur kan word om reg vasgestik te word;

„opvouer graad I" 'n werknemer wat kledingstukke met 'n masjien opvou;

„opvouer graad II" 'n werknemer wat kledingstukke met die hand opvou en vasknoop;

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

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

1. Rygwerker.
2. Handkraalwerker en/of handborduurwerker.
3. Perssnyer.
4. Bandlaaier.
5. Ondersoeker.
6. Handafwerker.
7. Inpasser.
8. Opvouer graad I.
9. Masjienwerker.
10. Maker van strikke vir rokke.
11. Bediener van outomatiese kantborduur- of monogrammasjien.
12. Perser.
13. Naatstikker.
14. Steller van outomatiese plooimasjiene.
15. Enige ander manlike werknemer nie elders vermeld nie.

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

1. Rygwerker.
2. Handkraalwerker en/of handborduurwerker.
3. Perssnyer.
4. Bandlaaier.
5. Ondersoeker.
6. Handafwerker.
7. Inpasser.
8. Opvouer graad I.
9. Masjienwerker.
10. Maker van strikke vir rokke.
11. Bediener van outomatiese kantborduur- of monogrammasjien.
12. Perser.
13. Naatstikker.
14. Steller van outomatiese plooimasjiene.
15. Enige ander vroulike werknemer nie elders vermeld nie.

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

1. Assistent-pakhuisman.
2. Outomatiese hidrouliese hoedpers-bediener.
3. Dryfbandversorger.
4. Spoelopdraaier.
5. Ketelbediener.
6. Kartondoosmaker.
7. Afknipper.
8. Baadjieomkeerder.
9. Gespes met die hand of 'n masjien oortrek en/of afwerk en gordels reg knip nadat voering en gordel met 'n masjien vasgestik is.
10. Snyer van handelsreisiger se monsters.
11. Versendingsverpakker.

12. Eyelet punching and letting.
13. Folder Grade II.
14. Guiding material with paper through automatic pleating machine.
15. Hat sprayers i.e. spray painting hats.
16. Ironer of fusible interlinings with hand iron and positioning spot-fusing of fusible interlinings with special machine.
17. Layer up.
18. Marker.
19. Operator of hand/or machine operated button covering machine.
20. Operator of a shrinking press.
21. Operator of a semi-automatic or automatic fusing machine.
22. Operator of a semi-automatic press-stud machine.
23. Operator of a zip machine.
24. Packer.
25. Passing garments through Widdowson press and receiving out at the other end.
26. Patent Turner (Hand or Machine).
27. Pinner.
28. Plain Sewer.
29. Putting fasteners on caps.
30. Putting material between two paper looms (formers) and preparing for steambox in hand or loom pleating process.
31. Putting prepared formers in steambox and taking them out again in hand or loom pleating process.
32. Rivetting buckles, bending belt buckle, punching holes for buckles and prongs; pressing buckle prongs into buckles, stapling buckle onto belt.
33. Rubberising, i.e. an employee engaged in water-proofing processes on the work of smearing rubber solution upon seams or edges and rolling them over with a small wooden hand roller, cleaning off any rubber solution, painting seam of oilskins and water-proof hats.
34. Shaper.
35. Sloper.
36. Sorter.
37. Spreading of P.B.C. (Plastic solution) in water-proofing process and/or on raincoats and protective-wear.
38. Stamper.
39. Taking material out of looms in hand or loom pleating process.
40. Traveller's Driver.
41. Underpresser.
42. Water-proofing Seams.
43. Winder or unwinder of lace, embroidery, braids, ribbons, bindings and elastic.

"Hat Sprayer" means an employee engaged on spray painting hats;

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

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

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

(ii) all other employees, the weekly wage divided by 42½; "knitted garments" means all classes of knitted garments, excluding fully fashioned garments and hosiery. For the purpose of this definition "fully fashioned garments" shall mean garments and/or components thereof which are fully shaped on a knitted machine, and such garments and/or components thereof shall be deemed not to require marking-in or cutting or any succeeding process or operation;

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

- (a) Cleaning premises, vehicles or machinery;
- (b) Loading or unloading goods;
- (c) carrying or stacking goods;
- (d) Closing cartons, nailing up packing cases or sewing up bales or, under supervision of a despatch packer or clerical employee, parcelling goods;
- (e) delivering letters, messages or goods on foot or by means of a foot or hand-propelled vehicle;
- (f) making or maintaining fires, or removing refuse or ashes;
- (g) preparing and/or serving tea;
- (h) mixing rubber solution for rubberised garments.
- (i) Gardening;

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

12. Oogponswerk en inlaatwerk.
13. Opvouer graad II.
14. Materiaal met papier deur outomatiese plooiemasjien lei.
15. Hoedspreiers, d.w.s. hoede spuitverf.
16. Stryker van smeltbare binnevoerings met 'n handyster en smeltbare binnevoerings met 'n spesiale masjien in posisie plaas en puntlas.
17. Laagmaker.
18. Merker.
19. Bediener van 'n hand- of kragaangedrewe knoopoor-trekmajjien.
20. Bediener van 'n krimppers.
21. Bediener van 'n halfoutomatiese of outomatiese smelt-majjien.
22. Bediener van 'n halfoutomatiese drukknoopmasjien.
23. Bediener van 'n ritssluitermajjien.
24. Verpakker.
25. Kledingstukke deur die Widdowson-pers stuur en dit aan die ander kant ontvang.
26. Patentdraaier (hand of masjien).
27. Vasspelder.
28. Gewone naaldwerker.
29. Hegstukke aan pette aanbring.
30. Materiaal tussen twee papierweefgetoue (vormers) plaas en dit vir stoomkas in 'n hand- of weefgetou-plooiproses voorberei.
31. Opgestelde vormers in stoomkas plaas en dit weer uitneem in hand- of weefgetou-plooiproses.
32. Gespes vasklink, gespe van gordel buig, gate pons vir gespes en tonge; tonge van gespes aan gespes aanbring; gespe aan gordel vaskram.
33. Rubberbehandeling, d.w.s. werknemer wat in 'n waterdigtingsproses 'n rubberoplossing oor some of nate smeer en 'n klein houthandroller daaroor rol, oortollige rubberoplossing verwyder, nate van oliekleed en waterdigte hoede verf.
34. Fatsoeneerder.
35. Afskuinsier.
36. Sorteerder.
37. P.B.C. (plastiekoplossing) spreid in waterdigtingsproses en/of oor reënjasse en beskermende klere.
38. Stempelaar.
39. Materiaal uit weefgetoue neem in hand- of weefgetou-plooiproses.
40. Motorbestuurder van handelsreisiger.
41. Onderperser.
42. Die waterdigting van nate.
43. Op- of afdraaier van kant, borduursel, galon, lint, omboorsel en gomlastiek.

"Hoedsputverwer" 'n werknemer wat hoede spuitverf; "hoofsyner" die persoon wat aktief toetsig hou oor die snykamer en wat ontwerp-, styl- en fatsoeneerwerk doen, patrone maak, patrone gradeer en die snywerk beplan;

"uurloon" in die geval van—

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

(ii) alle ander werknemers, die weekloon gedeel deur 42½; „gebreide klere" alle soorte gebreide klere, uitgesonderd gepasweefde klere en kouse vir die toepassing van hierdie woordomskrywing beteken „gepasweefde klere" klere en/of onderdele daarvan wat gepasweef is op 'n breimajjien, en sulke klere en/of onderdele daarvan word geag nie inmerk of sny of enige daaropvolgende proses of werk nodig te hê nie;

„arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Persele, voertuie of masjinerie skoonmaak;
- (b) goedere op- of aflaai;
- (c) goedere dra of opstapel;
- (d) kartondose toemaak, pakkiste toespyker of bale toewerk of, onder die toetsig van 'n versendingspakker of 'n klerk, pakkette opmaak;
- (e) briewe, boodskappe of goedere te voet of deur middel van 'n voet- of handaangedrewe voertuig aflewer;
- (f) vure maak en in stand hou of afval of as verwyder;
- (g) tee berei en/of opdis;
- (h) rubberoplossing meng vir rubberbehandelde kledingstukke;
- (i) tuinwerk;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"premium" means, without in any way limiting the ordinary meaning of the term, any consideration of whatever nature given in return for the training of an employee;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

„maandloon" die weekloon vermenigvuldig deur vier en een derde;

„bestuurder van 'n motorvoertuig" of „motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig bestuur, en vir die doel van hierdie omskrywing word „'n motorvoertuig bestuur" geag alle tydperke in te sluit wat daar bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op diens gereed te bly om te bestuur;

„nagskof" 'n tydperk van werk wat in 'n bedryfsinrigting verrig word en waarvan die grootste gedeelte tussen die ure 6 nm. en 6 vm. val;

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

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

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

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

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

Permanente omslae vasryg; lyfbandvoerings vasryg; hakies en ogies, kaartjies en/of drukkopies vaswerk; knippe aan broekbande vaswerk; knope aanwerk; hanglissies maak en aanwerk; kruisvoerings in broeke plat stik; die onderkante van broekspype en die voerings van lyfbande plat stik en verskillende stukkies naaldwerk verrig; nekstukke van onderbaadjies plat stik; randverstewigers en allerlei stukkies naaldwerk vaswerk; die onderkante van voerings of nate wat alreeds in posisie geryg is, vas stik; omboorsels plat stik; belegels wat binne alreeds in posisie vasgeryg is, vaswerk;

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

„perser" 'n werknemer wat die afgewerkte kledingstuk met die hand of 'n masjien pers;

„gekwalifiseerde werknemer", met betrekking tot 'n werknemer in die Nywerheid, 'n ander werknemer as 'n leerling, arbeider en bestuurder van 'n motorvoertuig;

„skale" stukwerkskale of besoldigingskale vir oortydwerk;

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

„kleinhandel-hoedemakery" die maak van hoede in winkels vir verkoop in sodanige winkels en die maak van hoede volgens die mate van individuele persone;

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

„steller van outomatiese plooiemasjiene" 'n manlike of vroulike werknemer wat die plooi op 'n outomatiese plooiemasjien stel;

„fatsoeneerder" 'n manlike of vroulike werknemer wat die lapelle en krae van baadjies fatsoeneer voordat hulle onder vasgeryg word;

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

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

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

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

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

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

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

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

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

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

"unladen weight" means the weight of any motor vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such motor vehicle or trailer; provided that in the case of a two or three wheeled motor vehicle (other than a mechanical horse), the unladen weight shall be deemed to be under 1,000 lbs.;

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

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

"Water-proofing seams" means water-proofing of a thread sewn seam by means of a hot press;

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

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

4. WAGES

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

	District 1 per week	District 2 per week
A. (a) Head Cutter	R30.00	R27.00
(b) Assistant Head Cutter	R23.00	R20.70
(c) Cutter and Trimmer—Qualified	R15.00	R13.50
(d) Cutter and Trimmer—Learner		
First six months of experience	R5.00	R4.50
Second six months of experience	R6.00	R5.40
Third six months of experience	R7.00	R6.30
Fourth six months of experience	R8.00	R7.20
Fifth six months of experience	R9.25	R8.33
Sixth six months of experience	R10.25	R9.23
Seventh six months of experience	R11.55	R10.40
Eighth six months of experience	R13.00	R11.70
Thereafter the wages prescribed for a qualified employee.		

B. Mechanic.

(a) Qualified	R30.00	R27.00
(b) Learner		
First year of experience	R5.35	R4.82
Second year of experience	R10.28	R9.25
Third year of experience	R15.20	R13.63
Fourth year of experience	R20.15	R18.14
Fifth year of experience	R25.10	R22.59
Thereafter the wages prescribed for a qualified employee.		

C. (i) Foreman

(a) Qualified	R18.00	R16.20
(b) Learner		
First six months of experience	R16.50	R14.85
Thereafter the wages prescribed for a qualified employee.		

(ii) Forewoman

(a) Qualified	R16.50	R14.85
(b) Learner		
First six months of experience	R14.00	R12.60
Thereafter the wages prescribed for a qualified employee.		

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

„handelsreisiger" 'n werknemer wat as die reisende verteenwoordiger van 'n bedryfsinrigting namens sodanige bedryfsinrigting uitsluitlik of hoofsaaklik van behoorlik gelisensieerde handelaars bestellings vir die verkoop en/of lewering aan hulle van goedere vir herverkoop, vra, werf of soek en wat op grondslag van 'n vaste maandelikse salaris plus toelaes besoldig word;

„handelsreisiger se motorbestuurder" 'n werknemer wat 'n handelsreisiger op sy reis vergesel en die handelsreisiger help om te bestuur en monsters in en uit te pak en uit te stal;

„afwerker" 'n werknemer wat voerings en tussenvoerings afmerk en/of sny;

„onderperser" 'n werknemer, uitgesonderd 'n perser, wat in die persprosesse werksaam is;

„onbelaste gewig" die gewig van 'n motorvoertuig en/of sleepwa soos uitgedruk in 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa deur 'n lisensieowerheid uitgereik is; met dien verstande dat, in die geval van 'n twee- of driewielmotorvoertuig (uitgesonderd 'n voorhaker), die onbelaste gewig geag word onder 1,000 lb. te wees;

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

„loon" daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werksaamhede voorgeskryf in klousule 8(3).

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

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

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

4. LONE

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

	Distrik 1 per week	Distrik 2 per week
A. (a) Hoofsnier	R30.00	R27.00
(b) Assistent-hoofsnier	R23.00	R20.70
(c) Snier en afwerker—gekwalfiseer	R15.00	R13.50
(d) Snier en afwerker—leerling		
Eerste ses maande ondervinding	R 5.00	R 4.50
Tweede ses maande ondervinding	R6.00	R5.40
Derde ses maande ondervinding	R7.00	R6.00
Vierde ses maande ondervinding	R8.00	R7.20
Vyfde ses maande ondervinding	R9.25	R8.33
Sesde ses maande ondervinding	R10.25	R9.23
Sewende ses maande ondervinding	R11.55	R10.40
Agste ses maande ondervinding	R13.00	R11.70
Daarna die lone voorgeskryf vir 'n gekwalifiseerde werknemer.		

B. Werktuigkundige

(a) Gekwalifiseer	R30.00	R27.00
(b) Leerling		
Eerste jaar ondervinding	R5.35	R4.82
Tweede jaar ondervinding	R10.28	R9.25
Derde jaar ondervinding	R15.20	R13.63
Vierde jaar ondervinding	R20.15	R18.14
Vyfde jaar ondervinding	R25.10	R22.59
Daarna die lone voorgeskryf vir 'n gekwalifiseerde werknemer.		

C. (i) Voorman

(a) Gekwalifiseer	R18.00	R16.20
(b) Leerling		
Eerste ses maande ondervinding	R16.50	R14.85
Daarna die lone voorgeskryf vir 'n gekwalifiseerde werknemer.		

(ii) Voorvrou

(a) Gekwalifiseer	R16.50	R14.85
(b) Leerling		
Eerste ses maande ondervinding	R14.00	R12.60
Daarna die lone voorgeskryf vir 'n gekwalifiseerde werknemer.		

Districts 1 and 2
per week

D. Traveller		
(i) Male		
(a) Qualified	... ..	R30.00
(b) Learner		
First six months of experience		R18.00
Second six months of experience		R19.50
Third six months of experience		R21.00
Fourth six months of experience		R22.50
Fifth six months of experience		R24.00
Sixth six months of experience		R25.50
Seventh six months of experience		R27.00
Eighth six months of experience		R28.50
Thereafter the wages prescribed for a qualified employee.		
(ii) Female		
(a) Qualified	... ..	R25.00
(b) Learner		
First six months of experience		R15.00
Second six months of experience		R16.25
Third six months of experience		R17.50
Fourth six months of experience		R18.75
Fifth six months of experience		R20.00
Sixth six months of experience		R21.25
Seventh six months of experience		R22.50
Eighth six months of experience		R23.75
Thereafter the wages prescribed for a qualified employee.		
E. Clerical Employee		
(i) Male		
(a) Qualified	... ..	R20.20
(b) Learner		
First year of experience	...	R6.00
Second year of experience	...	R8.50
Third year of experience	...	R11.50
Fourth year of experience	...	R14.50
Fifth year of experience	...	R17.50
Thereafter the wages prescribed for a qualified employee.		
(ii) Female		
(a) Qualified	... ..	R12.50
(b) Learner		
First year of experience	...	R6.00
Second year of experience	...	R7.60
Third year of experience	...	R9.20
Fourth year of experience	...	R10.80
Thereafter the wages prescribed for a qualified employee.		

District 1
per week

District 2
per week

G. Grade One Employee—Female			
(a) Qualified	...	R11.45	R10.30
(b) Learner			
First six months of experience		R5.00	R4.50
Second six months of experience		R6.00	R5.40
Third six months of experience		R7.00	R6.30
Fourth six months of experience		R8.00	R7.20
Fifth six months of experience		R9.25	R8.33
Sixth six months of experience		R10.25	R9.23
Thereafter the wages prescribed for a qualified employee.			
H. Grade Two Employee—Male and Female			
(a) Qualified	...	R9.25	R8.33
(b) Learner			
First six months of experience		R5.00	R4.50
Second six months of experience		R6.00	R5.40
Third six months of experience		R7.00	R6.30
Fourth six months of experience		R8.00	R7.20
Thereafter the wages prescribed for a qualified employee.			

Whenever a qualified Grade II employee (male or female) is transferred to another occupation, classified as the work of a Grade I employee, he shall receive not less than his present rate of pay for a period of 12 months and thereafter on completion of that period, he shall receive his next increment and there-

		Distrikte 1 en 2 per week	
D. Handelsreisiger			
(i) Man			
(a)	Gekwalifiseer		R30.00
(b) Leerling			
	Eerste ses maande ondervinding		R18.00
	Tweede ses maande ondervinding		R19.50
	Derde ses maande ondervinding		R21.00
	Vierde ses maande ondervinding		R22.50
	Vyfde ses maande ondervinding		R24.00
	Sesde ses maande ondervinding		R25.50
	Sewende ses maande ondervinding		R27.00
	Agtste ses maande ondervinding		R28.50
Daarna die lone voorgeskryf vir 'n gekwalifiseerde werknemer.			
(ii) Vrou			
(a)	Gekwalifiseer		R25.00
(b) Leerling			
	Eerste ses maande ondervinding		R15.00
	Tweede ses maande ondervinding		R16.25
	Derde ses maande ondervinding		R17.50
	Vierde ses maande ondervinding		R18.75
	Vyfde ses maande ondervinding		R20.00
	Sesde ses maande ondervinding		R21.25
	Sewende ses maande ondervinding		R22.50
	Agtste ses maande ondervinding		R23.75
Daarna die lone voorgeskryf vir 'n gekwalifiseerde werknemer.			
E. Klerklike werknemer			
(i) Man			
(a)	Gekwalifiseer		R20.20
(b) Leerling			
	Eerste jaar ondervinding ...		R6.00
	Tweede jaar ondervinding ...		R8.50
	Derde jaar ondervinding ...		R11.50
	Vierde jaar ondervinding ...		R14.50
	Vyfde jaar ondervinding ...		R17.50
Daarna die lone voorgeskryf vir 'n gekwalifiseerde werknemer.			
(ii) Vrou			
(a)	Gekwalifiseer		R12.50
(b) Leerling			
	Eerste jaar ondervinding ...		R6.00
	Tweede jaar ondervinding ...		R7.60
	Derde jaar ondervinding ...		R9.20
	Vierde jaar ondervinding ...		R10.80
Daarna die lone voorgeskryf vir 'n gekwalifiseerde werknemer.			
		Distrik 1 per week	Distrik 2 per week

G. Werknemer graad een—Vrou			
(a) Gekwalifiseer	...	R11.45	R10.30
(b) Leerling			
Eerste ses maande ondervinding		R5.00	R4.50
Tweede ses maande ondervinding		R6.00	R5.40
Derde ses maande ondervinding		R7.00	R6.30
Vierde ses maande ondervinding		R8.00	R7.20
Vyfde ses maande ondervinding		R9.25	R8.33
Sesde ses maande ondervinding		R10.25	R9.23
Daarna die lone voorgeskryf vir 'n gekwalifiseerde werknemer.			
H. Werknemer graad twee—Man en Vrou			
(a) Gekwalifiseer	...	R9.25	R8.33
(b) Leerling			
Eerste ses maande ondervinding		R5.00	R4.50
Tweede ses maande ondervinding		R6.00	R5.40
Derde ses maande ondervinding		R7.00	R6.30
Vierde ses maande ondervinding		R8.00	R7.20
Daarna die lone voorgeskryf vir 'n gekwalifiseerde werknemer.			

Wanneer 'n gekwalifiseerde werknemer graad II (man of vrou) oorgeplaas word na 'n ander beroep wat as die werk van 'n graad I-werknemer geklassifiseer word, moet hy minstens sy bestaande besoldiging vir 'n tydperk van 12 maande ontvang en daarna, by voltooiing van daardie tydperk, moet hy sy volgende

after the prescribed increments in his new occupation. An unqualified Grade II employee (male or female), who is transferred to another occupation classified as the work of a Grade I employee, shall be paid not less than the wage he was receiving prior to his transfer, but shall be paid the prescribed increments in his new occupation.

	District 1 per week	District 2 per week
I. Drivers—Motor vehicles the unladen weight which—		
(a) does not exceed 1,000 lbs. ...	R11.45	R10.31
(b) exceeds 1,000 lbs. but does not exceed 6,000 lbs. ...	R13.45	R12.11
(c) exceeds 6,000 lbs. but does not exceed 10,000 lbs. ...	R18.65	R16.79
(d) exceeds 10,000 lbs. and an employee driving a steam wagon	R21.65	R19.49
J. Labourers		
First six months service in Industry	R7.00	R6.30
Second six months service in Industry	R7.50	R6.75
Third six months service in Industry	R8.00	R7.20
Fourth six months service in Industry	R8.50	R7.65
Thereafter ...	R9.25	R8.33
K. Watchman ...	R8.25	R7.45

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

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

(4) A traveller shall be paid—

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

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

5. TASK-WORK AND PIECE-WORK

(1) Task-work is prohibited.

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

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

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

6. SHORT TIME

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

salarisverhoging ontvang en daarna die gewone salarisverhogings van sy nuwe beroep. 'n Ongekwalfiseerde werknemer graad II (man of vrou) wat oorgeplaas word na 'n ander beroep wat as die werk van 'n graad I-werknemer wat hy vóór sy oorpasing ontvang het maar moet die voorgeskrewe verhogings in sy nuwe beroep betaal word.

	Distrik 1 per week	Distrik 2 per week
I. Motorbestuurders—Motorvoertuie met 'n onbelaste gewig van—		
(a) hoogstens 1,000 lb. ...	R11.45	R10.31
(b) meer as 1,000 lb. maar hoogstens 6,000 lb. ...	R13.45	R12.11
(c) meer as 6,000 lb. maar hoogstens 10,000 lb. ...	R18.65	R16.79
(d) meer as 10,000 lb. en 'n werknemer wat 'n stoomwa bestuur ...	R21.65	R19.49
J. Arbeiders		
Eerste ses maande diens in Nywerheid	R7.00	R6.30
Tweede ses maande diens in Nywerheid	R7.50	R6.75
Derde ses maande diens in Nywerheid	R8.00	R7.20
Vierde ses maande diens in Nywerheid	R8.50	R7.65
Daarna ...	R9.25	R8.33
K. Wag ...	R8.25	R7.45

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

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

(4) 'n Handelsreisiger moet—

- 'n verblyftoelae van minstens twee rand betaal word ten opsigte van elke nag wat hy op 'n reis wat hy in die uitvoering van sy pligte onderneem het, van sy hoofkwartier afwesig is;
- alle redelike vervoerkoste betaal word wat hy in die verrigting van sy pligte aangegaan het; of
- wanneer sy werkgever dit van hom vereis of hom toelaat om sy eie motorkar vir die verrigting van sy pligte te gebruik, 'n toelae betaal word van minstens vyf sent per myl vir elke myl wat in verband met sodanige pligte in sodanige motorkar afgelê is.

(5) 'n Verhoging in die minimum loon waarop 'n leerling geregtig word as gevolg van vorige ondervinding, is betaalbaar op die datum waarop dit aan hom verskuldig word, tensy die werknemer uit eie beweging van sy werk afwesig was vir 'n langer tydperk of tydperke as altesaam sewe dae in enige kwalifiserende tydperk van 6 maande waarvoor daar in hierdie klousule voorsiening gemaak word. Die datum waarop 'n loonverhoging aan sodanige leerling verskuldig word, kan vir dieselfde getal dae wat hy meer as sewe dae uit eie beweging van sy werk afwesig was in enige kwalifiserende tydperk van ses maande, vorentoe geskuif word.

5. TAAKWERK EN STUKWERK

(1) Taakwerk word verbied.

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

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

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

6. KORTTYD

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

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

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

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

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

7. PAYMENT OF WAGES AND OVERTIME

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

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

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

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

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

- (a) every employer shall by 2 p.m. have available in cash in the establishment the full amount to be paid;
- (b) the envelopes referred to in sub-clause (1) (a) of this clause shall be duly completed and sealed at least one hour before the closing time of the establishment.

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

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

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

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

- (a) except where otherwise provided in this Agreement, whenever an employee is absent from work otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof may be made;
- (b) in any establishment where the regular weekly hours of work are less than 42½, the employee may be paid for the actual number of hours worked at the hourly rate, provided that, subject to the provision of this sub-clause, an employee shall be paid an amount not less than 40 times the hourly wage in respect of any week's work;
- (c) with the written consent of the employee, deductions may be made by an employer for insurance or pension funds;

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

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

(4) Die bepalinge van hierdie klousule is nie op handelsreisigers en wagte van toepassing nie.

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

7. BETALING VAN LONE EN OORTYDBESOLDIGING

(1) (a) 'n Werkgewer moet lone en ander besoldiging in verskeide koeverte betaal waarop die volgende gemeld word of wat vergesel gaan van 'n strokie of staat wat die volgende meld:—

- (i) Die naam en fabrieksnummer van die werknemer;
- (ii) die besoldigingskaal;
- (iii) die totale ure gewerk;
- (iv) tot op watter datum betaling geskied;
- (v) totale bedrag in die koevert;
- (vi) besonderhede van alle aftrekkings ingevolge subklousule (6) van hierdie klousule.

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

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

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

- (a) moet elke werkgewer teen 2 nm. die volle bedrag wat betaal moet word, in kontant in die bedryfsinrigting beskikbaar hê;
- (b) moet die koeverts soos in klousule (1) (a) van hierdie klousule bedoel, ten minste een uur voor die sluitingstyd van die bedryfsinrigting behoorlik voltooi en versêl wees.

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

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

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

(6) 'n Werknemer mag geen bedrag hoegenaamd van die bedrae wat aan 'n werknemer ten opsigte van lone of oortydwerk verskuldig is, aftrek nie; met dien verstande dat—

- (a) behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgewer, 'n bedrag wat eweredig is aan die tydperk van sy afwesigheid en wat bereken is op grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkeure ten tyde daarvan ontvang het, afgetrek mag word;
- (b) in enige bedryfsinrigting waar die gereelde weeklikse werkeure minder as 42½ is, die werknemer vir die werklike getal ure gewerk, teen die uurloon betaal mag word; met dien verstande dat, behoudens die bepalinge van hierdie subklousule, 'n werknemer 'n bedrag van minstens 40 maal die uurloon betaal moet word ten opsigte van 'n week se werk;
- (c) met die skriftelike toestemming van die werknemer, bedrae vir versekering- of pensioenfondse deur 'n werkgewer afgetrek mag word;

- (d) contributions to Council funds shall be deducted in terms of clause 19 of this Agreement;
- (e) deductions shall be made by the employer in terms of the Clothing Industry, Natal, Provident Fund Agreement published under Government Notice No. R.728 of the 3rd May, 1968, or any other subsequent Clothing Industry, Natal, Provident Fund Agreements;
- (f) deductions shall be made by the employer in terms of the Clothing Industry (Natal) Educational Trust Fund Agreement published under Government Notice No. R.729 of the 3rd May, 1968, or any subsequent Clothing Industry (Natal) Educational Trust Fund Agreement;
- (g) the cost of scissors supplied to employees may be deducted;
- (h) if, owing to the accidental stoppage of machinery, no work is available for an employee, deductions may be made by the employer from the wage of such employee only for the time lost which is in excess of one hour in respect of each stoppage;
- (i) any amount paid by an employer, compelled by law, ordinance or legal process to make payment on behalf of any employee, may be deducted;
- (j) contributions to the Sick Benefit Fund shall be deducted in terms of Clause 27 (3) of this Agreement;
- (k) deductions for contributions to the funds of the Trade Union shall be made in terms of Clause 20 (3) of this Agreement;
- (l) where short time has been introduced, the employee shall, subject to the provisions of Clause 6 of this Agreement, be paid for the actual time worked.

8. HOURS OF WORK AND OVERTIME

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

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

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

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

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

- (i) for more than forty-five hours in any one week (excluding meal times);

- (ii) for more than eight and a half hours per day on five days in the week excluding meal times, and more than five hours on a Saturday, when a six-day week is worked;

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

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

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

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

- (iii) for more than 9½ hours excluding meal times in any one day;

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

- (i) after six o'clock p.m. and before six o'clock a.m. or
- (ii) after 5 o'clock p.m. on more than five days in any one week or

- (iii) after one o'clock p.m. on more than five days in any week in establishments in which a six-day week is worked;

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

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

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

- (b) on more than three consecutive days;

- (c) on more than sixty days in any year;

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

- (d) bydraes tot die fondse van die Raad ingevolge klousule 19 van hierdie Ooreenkoms afgetrek moet word;
- (e) bedrae deur die werkgewer afgetrek moet word ingevolge die Voorsorgsfondsooreenkoms gepubliseer by Goewermentskennisgewing No. R.728 van 3 Mei 1968 of enige ander latere voorsorgsfondsooreenkoms van die Klerasierywerheid, Natal;
- (f) bedrae ingevolge die Opvoedkundige Trustfondsooreenkoms van die Klerasierywerheid (Natal), gepubliseer by Goewermentskennisgewing No. R.729 van 3 Mei 1968 of 'n latere Opvoedkundige Trustfondsooreenkoms van die Klerasierywerheid (Natal) afgetrek moet word;
- (g) die koste van skêre wat aan werknemers verskaf is, afgetrek mag word;
- (h) as daar, as gevolg van die feit dat masjinerie per ongeluk stopgesit is, geen werk vir 'n werknemer beskikbaar is nie, die werkgewer slegs vir tyd langer as een uur ten opsigte van elke sodanige stopsetting 'n bedrag van die loon van die werknemer mag aftrek;
- (i) enige bedrag wat 'n werkgewer kragtens of ingevolge 'n wet, ordonansie of regsproses namens 'n werknemer betaal het, afgetrek mag word;
- (j) bydraes tot die Siektebystandfonds ingevolge klousule 27 (3) van hierdie Ooreenkoms afgetrek mag word;
- (k) bydraes tot die fondse van die Vakvereniging ingevolge klousule 20 (3) van hierdie Ooreenkoms afgetrek mag word;
- (l) waar korttyd ingevoer is, die werknemer, behoudens die bepalings van klousule 6 van hierdie Ooreenkoms, betaal moet word vir die werklike tyd gewerk.

8. WERKURE EN OORTYDWERK

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

In dringende gevalle mag die Sekretaris voorlopige magtiging verleen wat tot die eersvolgende vergadering van die Raad geldig sal wees.

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

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

- (a) van 'n werknemer wat hoofsaaklik of uitsluitlik motorvoertuie bestuur, 'n arbeider, werktuigkundige en werknemer wat hoofsaaklik of uitsluitlik toesig hou oor die werk van sodanige werknemers, 'n klerklike werknemers en werknemers in 'n bestuurshoedanigheid vereis of hulle toelaat om—

- (i) vir meer as 45 uur in 'n bepaalde week (uitgesonderd etenstye) te werk nie;

- (ii) vir meer as agt en 'n half uur per dag op vyf dae in die week, uitgesonderd etenstye, en vir meer as vyf uur op 'n Saterdag, wanneer daar ses dae per week gewerk word, te werk nie;

- (iii) om vir meer as nege en 'n kwart uur op 'n bepaalde dag, uitgesonderd etenstye, wanneer daar vyf dae per week gewerk word, te werk nie;

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

- (i) vir meer as 42½ uur, uitgesonderd etenstye, in 'n bepaalde week te werk nie;

- (ii) vir meer as 5 dae in een week te werk nie;

- (iii) vir meer as 9½ uur, uitgesonderd etenstye, op een dag te werk nie;

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

- (i) na ses-uur nm. en voor ses-uur vm. te werk nie; en

- (ii) na vyf-uur nm. op meer as vyf dae in een week te werk nie; of

- (iii) na een-uur nm. op meer as vyf dae in 'n week in bedryfsinrigtings wat ses dae per week werk, te werk nie;

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

(4) Ondanks die bepalings van paragraawe (a) en (b) van subklousule (3) en behoudens die bepalings van subklousule (6) van hierdie klousule, mag 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd vir 'n totale tydperk van hoogstens 10 uur in 'n bepaalde week te werk; met dien verstande dat toestemming eers van die Raad ingevolge subklousule (1) verkry is; en voorts dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd—

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

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

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

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

- (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime;
 - (iii) paid such employee an allowance of not less than 15 cents in sufficient time to enable him to obtain a meal before the overtime is due to commence.
- (5) An employee shall be deemed to be working in addition to any period during which he is actually working—
- (a) during the whole of any interval in his work if he is not free to leave the workroom of his employer for the whole of such interval;
 - (b) during any other period during which he is in the workroom of his employer;
- provided that if it is proved that any such employee was not working and was free to leave the workroom during any portion of any such period, the presumption provided for in this sub-clause shall not apply in respect of such employee with reference to that portion of such period.
- (6) All hours worked in excess of the ordinary hours prescribed in paragraph (a) and (b) of sub-clause (3) shall be deemed to be overtime. In respect of overtime worked an employer shall pay to—
- (a) an employee wholly or mainly engaged in the despatch, delivery or receipt of goods, drivers of motor vehicles, labourers, mechanics and employees wholly or mainly engaged in supervising the work of such employees, clerical employees and employees engaged in a managerial capacity, at a rate which is not less than one and a half times the weekly wage prescribed for an employee of his respective class divided by forty-five;
 - (b) all other employees at a rate which is not less than one and a half times the weekly wage divided by forty-two and a half, if a time worker, and if a pieceworker at a rate which is not less than one and a half times the piece-work rates, or one and a half times his weekly wage divided by 42½ whichever is the greater, provided that if overtime calculated on a daily basis, differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted.
- (7) **Sunday Work:** Whenever an employee works on a Sunday his employer shall either—
- (a) pay to the employee—
 - (i) if he so works for a period not exceeding four hours not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or
 - (ii) if he so works for a period exceeding four hours, remuneration, at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or
 - (b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.
 - (c) **Public Holidays:** Whenever an employee works on the half day on the Thursday before Good Friday, or on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day or New Year's Day, his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day in addition to the remuneration to which he would have been entitled had he not so worked. For the purpose of this paragraph the expression "half day" shall have the same meaning as assigned to it in clause 12 (1).
- (8) There shall be installed and maintained in working order in every establishment:—
- (a) One or more bells, or other audible signals which shall operate automatically and indicate all times for starting and for stopping work;
 - (b) one or more time clocks for the clocking in and clocking out of employees, provided however that an employee shall be paid for the time which the employee has worked notwithstanding that the employee has not clocked in or clocked out.
 - (c) Unless written exemption is obtained from the Council, every employee shall, unless prevented by sickness or other unavoidable cause, clock in in person day by day the actual periods of his attendance at the establishment, and no employee may clock in for any other employee in such establishment.
- (9) The employer shall grant to each employee a rest interval of not less than 10 minutes at as nearly as practicable the middle of each morning and each afternoon work period, and

- (i) sodanige werknemer voor die middag daarvan in kennis gestel het; of
 - (ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin.
 - (iii) sodanige werknemer 'n toelae van minstens 15 sent betyds betaal het om haar toe te laat om 'n ete te bekom voordat die oortyd gaan begin.
- (5) 'n Werknemer word, benewens enige tydperk wat hy werklik besig is om te werk, geag aan die werk te wees—
- (a) gedurende die hele tydperk van 'n pouse in sy werk as hy nie vry is om die werkkamer van sy werkgever vir die hele sodanige pouse te verlaat nie;
 - (b) gedurende enige ander tydperk wat hy in die werkkamer van sy werkgever is;
- met dien verstande dat, as daar bewys word dat sodanige werknemer nie aan die werk was nie en dat dit hom vrygestaan het om die werkkamer gedurende enige gedeelte van enige sodanige tydperk te verlaat, die vermoede waarvoor daar in hierdie subklousule voorsiening gemaak word, nie ten opsigte van sodanige werknemer in verband met daardie gedeelte van sodanige tydperk van toepassing is nie.
- (6) Alle ure wat daar langer gewerk word as die gewone ure voorgeskryf in paragraaf (a) en (b) van subklousule (3), word geag oortydwerk te wees. Ten opsigte van oortyd wat gewerk is, moet 'n werkgever—
- (a) 'n werknemer wat uitsluitlik of hoofsaaklik goedere versend, aflewer of ontvang, die bestuurders van motorvoertuie, arbeiders, werktuigkundiges en werknemers wat uitsluitlik of hoofsaaklik toesig hou oor die werk van sodanige werknemers, klerke en werknemers wat in 'n bestuurshoedanigheid diens doen, betaal teen minstens een en 'n half maal die weekloon voorgeskryf vir 'n werknemer van sy betrokke klas, gedeel deur vier-en-veertig;
 - (b) alle ander werknemers betaal teen minstens een en 'n half maal die weekloon gedeel deur 42½, as hulle tydwerkers is, en teen minstens een en 'n half maal die stukwerkloon as hulle stukwerkers is, of teen een en 'n half maal hul weekloon gedeel deur 42½, naamlik die grootste bedrag; met dien verstande dat, indien oortydbesoldiging wat op 'n daaglikse grondslag bereken word, verskil van dié wat op 'n weeklikse grondslag bereken word, die grondslag wat vir die werknemer die gunstigste is, aanvaar moet word.
- (7) **Werk op Sondag:** Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever of—
- (a) sodanige werknemer—
 - (i) minstens die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaal indien hy aldus vir 'n tydperk van hoogstens vier uur werk; of
 - (ii) besoldiging teen minstens dubbel sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging wat minstens gelyk is aan dubbel die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag, as hy aldus vir 'n tydperk van langer as vier uur werk; of
 - (b) die werknemer minstens een en een derde maal sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae vanaf sodanige Sondag een dag vakansie verleen en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkkure vir daardie dag van die week gewerk het.
 - (c) **Openbare vakansiedae:** Wanneer 'n werknemer op die halfdag op die Donderdag voor Goeie Vrydag, of op Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte dag, Kersdag, Tweede Kersdag of Nuwejaarsdag werk, moet sy werkgever hom benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie, betaal teen minstens sy gewone besoldiging ten opsigte van die totale tydperk op sodanige dag gewerk. Vir die toepassing van hierdie paragraaf het die uitdrukking „halfdag” dieselfde betekenis as wat daarvan in klousule 12 (1) geheg word.
- (8) Die volgende moet in elke bedryfsinrigting geïnstalleer en in 'n werkende orde gehou word:—
- (a) Een of meer klokke of ander hoorbare seine wat outomaties moet werk en alle tye waarop die werk moet begin en eindig, moet aandui;
 - (b) een of meer tyd klokke waar werknemers moet in- of uitklok; met dien verstande egter dat 'n werknemer betaal moet word vir die tyd wat hy gewerk het ondanks die feit dat hy nie in- of uitgeklok het nie.
 - (c) Tensy die skriftelike vrystelling van die Raad verkry word, moet elke werknemer, tensy hy weens siekte of 'n ander onvermydelike oorsaak verhinder word, dag na dag persoonlik die werklike tydperke van sy aanwesigheid in die bedryfsinrigting inklok, en geen werknemer mag vir 'n ander werknemer in sodanige bedryfsinrigting inklok nie.
- (9) Die werkgever moet aan elke werknemer 'n ruspouse van minstens 10 minute verleen so na as prakties moontlik aan die middel van elke oggend- en elke namiddagwerktydperk, en

such interval shall be reckoned as portion of the usual working hours, but no employer shall require an employee to perform work during such interval.

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

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

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

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

(13) Save as provided in sub-clause (3) (d) and (9) all hours of work on any day shall be consecutive.

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

(15) (a) An employer shall grant to each of his watchmen one full day of rest during every 7 consecutive days, but, if an employer requires or permits such an employee to work on his day of rest, the hours worked shall be deemed not to be part of the ordinary hours of work, and the employee shall be paid for such work an amount not less than double his daily wage, or alternatively:—

(b) An employer shall grant his watchmen, other than a daily employee, not less than 6 days of rest in every six consecutive weeks of employment; provided—

- (i) that he shall make no deduction from the watchman's wage in respect thereof;
- (ii) that an employer may, in lieu of granting his watchman any such day of rest, pay him double his daily wage in respect of each such day of rest not granted;
- (iii) that where a watchman's contract of employment terminates before he has been granted all the days of rest to which he has become entitled by virtue of this sub-clause, his employer shall pay him in respect of each such day of rest not granted an amount of not less than his daily wage;
- (iv) that for the purpose of this sub-clause the expression "day of rest" means a period of 24 consecutive hours calculated from the time the watchman normally commences duty, and "Daily Wage" means the employee's weekly wage divided by six.

9. RECORDS

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

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

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

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

- (i) cause to be investigated any books, records or documents of any employer, whether or not the same are required to be kept in terms of any law and whether or not the same are at any establishment;
- (ii) for the said purpose require any employer to produce all or any of his books, records or documents;
- (iii) remove and retain the same for such period as may be desirable for the said purpose;
- (iv) take and retain copies of any such books, records or documents.

10. WORK IN THE CLOTHING INDUSTRY

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

- (a) an establishment provided, equipped, maintained and controlled by such employer, and which shall be registered with the Council in terms of clause 14 of this Agreement; or
- (b) in a factory registered under the Factories, Machinery and Building Work Act, No. 22 of 1941, of which he is the occupier.

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

sodanige pouse word gereken as deel van die gewone werkure, maar geen werkgever mag van 'n werknemer vereis om enige werk gedurende sodanige pouse te verrig nie.

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

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

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

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

(13) Behoudens die bepalinge van subklousule (3) (d) en (9), moet alle werkure op 'n dag agtereenvolgend wees.

(14) Die bepalinge van hierdie klousule is nie op handelsreisigers, die motorbestuurders van handelsreisigers en wagte van toepassing nie.

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

(b) Moet 'n werknemer sy nagwag, uitgesonderd 'n dagwerker, minstens ses vry dae in elke ses agtereenvolgende weke diens verleen; met dien verstande—

- (i) dat hy geen bedrag ten opsigte daarvan van die loon van die wag mag aftrek nie;
- (ii) dat 'n werkgever, in plaas daarvan dat hy sodanige vry dag aan sy wag verleen, sodanige wag dubbel sy dagloon ten opsigte van elke sodanige vry dag wat nie verleen is nie, moet betaal;
- (iii) dat waar 'n wag se dienskontrak eindig voordat al die vry dae waarop hy uit hoofde van hierdie subklousule geregtig geword het, aan hom verleen is, sy werkgever hom ten opsigte van elke sodanige vry dag wat nie verleen is nie, 'n bedrag van minstens sy dagloon moet betaal;
- (iv) dat, vir die toepassing van hierdie subklousule, die uitdrukking „vry dag" 'n tydperk van 24 agtereenvolgende ure beteken wat bereken word vanaf die tyd waarop die wag gewoonlik met sy diens begin, en „dagloon" beteken die werknemer se weekloon gedeel deur ses.

9. REGISTERS

(1) Alle registers wat ingevolge artikel 57 van die Wet of ingevolge hierdie Ooreenkoms in verband met lone gehou moet word, moet elke Vrydag teen twaalf-uur middag voltooi wees.

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

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

(4) Die Raad mag te eniger tyd en wel met die doel om homself daarvan te oortuig dat die bepalinge van die Wet en hierdie Ooreenkoms nagekom word—

- (i) enige boek, register of dokument van enige werkgever laat ondersoek, afgesien daarvan of sodanige boek, register of dokument ingevolge 'n wet gehou moet word en afgesien daarvan of dit by 'n bedryfsinrigting is of nie;
- (ii) van 'n werkgever vereis om vir genoemde doel engeen van of al sy boeke, registers of dokumente oor te lê;
- (iii) sodanige boeke, registers of dokumente verwyder en hou vir die tydperk wat vir genoemde doel wenslik geag word;
- (iv) kopieë van sodanige boeke, registers of dokumente neem en hou.

10. WERK IN DIE KLERASIENYWERHEID

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

- (a) 'n Bedryfsinrigting wat deur sodanige werkgever verskaf, uitgerus, onderhou en beheer word en wat ingevolge klousule 14 van hierdie Ooreenkoms by die Raad geregistreer is; of
- (b) 'n fabriek wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, No. 22 van 1941, geregistreer is en waarvan hy die okkupeerder is.

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

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

11. PROPORTION OR RATIO OF EMPLOYEES

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

(ii) *Grade One Employee—Male*: One qualified male employee shall be employed before a male learner may be employed and the number of male learners who may be employed shall not exceed 3 learners to each 2 qualified male employees.

(iii) *Grade One Employee—Female*: One qualified female employee shall be employed before a female learner may be employed and the number of female learners who may be employed shall not exceed 2 learners to each qualified female employee.

(iv) *Grade Two Employees—Male and Female*: One qualified employee shall be employed before a learner may be employed and the number of learners who may be employed shall not exceed 3 learners to each qualified employee.

(v) *Cleaners*: Notwithstanding the provisions of paragraph (iv) hereof one qualified employee shall be employed before a learner may be employed and the number of learners who may be employed shall not exceed 3 learners to each qualified employee. The provisions of sub-paragraph (vi) shall not apply to this ratio.

(vi) Qualified male or female employees referred to in paragraphs (ii), (iii) and (iv) of this sub-clause and surplus to the requirements of such paragraphs, shall be deemed to be qualified employees in terms of this clause.

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

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

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

12. HOLIDAY LEAVE

(1) Half-day on the Thursday before Good Friday, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day, Boxing Day and New Year's Day shall be paid holidays and, subject to sub-clause (2) hereof, payment for such days shall be made not later than the first pay day succeeding such day. Should any of the public holidays referred to in this sub-clause fall on a Saturday each employee shall be paid in respect of each such day the wage he would be entitled to for a normal working day. For the purpose of this sub-clause "half day" means, in the case of employees referred to in Clause 8 (3) (a), the 4½ hours immediately before finishing time and, in the case of employees referred to in Clause 8 (3) (b), the 4½ hours immediately before finishing time.

(2) (a) Every employer shall, each year during which this Agreement is in operation, subject to the provisions of sub-clause (9) of this clause, between the 15th December and the 15th January ensuing, grant to each of his employees, whether employed on piece work or on time work, who has been in his employ for a continuous period of not less than twelve months prior to the date of granting leave, not less than three consecutive weeks' holiday leave at full wages which leave shall include Christmas Day, Boxing Day and New Year's Day as paid public holidays; provided that when the Day of the Covenant falls within the period of holiday leave, it shall be added to the said period of holiday on full pay. (b) Every employer shall, prior to 30th November of each year advise the Council of the dates during which his factory will be closed for annual leave.

(3) (a) Every employer shall before commencing operations each year after the holiday period provided for in sub-clause (2) (a) lodge with the Council a guarantee acceptable to the

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

11. GETALSVERHOUDING VAN WERKNEMERS

(1) (i) *Snyers*: Elke werkgever moet 'n hoofsnier in diens hê voordat ander snyers in diens geneem word; met dien verstande dat hy in 'n fabriek waar twintig (20) masjiene of minder werk en waar hy die werk van 'n hoofsnier in sy inrigting doen, hy nie 'n werknemer van genoemde klas in diens te hê nie. Enige sodanige werkgever moet egter 'n assistenthoofsnier in diens hê voordat hy ander snyers in diens neem. Hoogstens 3 leerlingsnyers word vir elke gekwalifiseerde snier toegelaat. Vir doeleindes van getalsverhouding word 'n assistent-hoofsnier geag 'n gekwalifiseerde snier te wees.

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

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

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

(v) *Afnippers*: Ongeag die bepalings van paragraaf (iv) hiervan moet een gekwalifiseerde werknemer in diens wees voordat 'n leerling in diens geneem mag word, en die getal leerlinge wat in diens geneem mag word, is hoogstens drie vir elke gekwalifiseerde werknemer. Die bepalings van subparagraaf (vi) is nie op hierdie getalsverhouding van toepassing nie.

(vi) Gekwalifiseerde manlike of vroulike werknemers wat in paragrafe (ii), (iii) en (iv) van hierdie subklousule bedoel word en wat oortollig is vir sover dit die vereistes van sodanige paragrafe betref, word geag gekwalifiseerde werknemers ooreenkomstig hierdie klousule te wees.

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

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

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

12. VAKANSIEVERLOF

(1) Die halfdag op die Donderdag voor Goeie Vrydag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte dag, Kersdag, Tweede Kersdag en Nuwejaarsdag is vakansiedae met besoldiging, en betaling vir sodanige dae moet, behoudens die bepalings van subklousule (2) hiervan, voor of op die eerste betaaldag ná sodanige dag geskied. Indien eenige van die openbare vakansiedae genoem in hierdie subklousule, op 'n Saterdag val, moet elke werknemer ten opsigte van elke sodanige dag die loon betaal word waarop hy geregtig sou gewees het vir 'n gewone werkdag. Vir die toepassing van hierdie subklousule beteken „halfdag”, in die geval van werknemers bedoel in klousule 8 (3) (a), die 4½ uur onmiddellik voor sluitingstyd en, in die geval van werknemers bedoel in klousule 8 (3) (b), die 4½ uur onmiddellik voor sluitingstyd.

(2) (a) Elke werkgever moet elke jaar gedurende die geldigheidsduur van hierdie Ooreenkoms en behoudens die bepalings van subklousule (9) van hierdie klousule, tussen 15 Desember en die daaropvolgende 15de Januarie aan elkeen van sy werknemers, afgesien daarvan of sodanige werknemers stukwerk of tydwerk verrig, wat vir 'n aanenlopende tydperk van minstens 12 maande voor die datum waarop die verlof verleen word, in sy diens was, minstens drie agtereenvolgende weke vakansieverlof met volle besoldiging verleen, en sodanige verlof moet Kersdag, Tweede Kersdag en Nuwejaarsdag as openbare vakansiedae met besoldiging insluit; met dien verstande dat wanneer Gelofte dag binne die verloftyd val, dit by genoemde vakansietydperk met volle besoldiging gevoeg moet word. (b) Elke werkgever moet voor 30 November elke jaar die Raad in kennis stel van die datums waartydens sy fabriek vir jaarlikse vakansieverlof gesluit sal wees.

(3) (a) Elke jaar na die vakansietydperk waarvoor daar in subklousule (2) (a) voorsiening gemaak word, moet elke werkgever, voordat daar met die werksaamhede begin word, by die Raad

Council to cover the payment of Holiday Pay due to his employees for the period worked by them during each year or, alternatively forward monthly to the Secretary of the Council, P.O. Box 1331, Durban, holiday pay due to each of his employees, at the rate of one quarter of a week's pay for each completed 30 days of service, such payments to be made not later than ten days after the end of each calendar month to which it refers; provided that the holiday pay for the months November and December which shall include payment for the Day of the Covenant, Christmas Day, Boxing Day and New Year's Day shall be forwarded to the Secretary of the Council not later than the 7th December of each year and the total of such leave pay shall be distributed by the Council to the employees concerned not later than the 24th December following.

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

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

(4) (a) All holiday pay received by the Council shall be invested "on call" with Building Societies or Banks registered in terms of the Building Societies Act, 1965, or the Banks Act, 1965, respectively. Any interest accruing to each employer shall be paid to that employer by the Council at the current building society or bank savings account rate of interest for each completed month of investment less one half per cent. Such payment shall be made to the employer not later than 31st January of the following year, together with the difference between the holiday pay paid by the Council to an employee in terms of sub-clause (3) (a) or (b), and the amount of Holiday Pay paid by the employer to the Council in terms of sub-clause (3) (a) in respect of the employees concerned.

(b) A list of employees who are to be paid holiday pay by the employer as provided in sub-clause (2) (a) hereof, showing Council No., Name, Rate of Pay, period of employment for which leave pay is due and amount of leave pay due to each such employee shall be forwarded by the employer to the Council not later than the 7th December of each year.

(c) Whenever a Guarantor advises the Council that a Guarantee for Holiday Pay is to be withdrawn, the Council shall notify the employer in writing of such withdrawal and the employer shall within 14 days of such written notification, lodge a fresh Guarantee with the Council in terms of Sub-Clause (3) (a) of this clause.

(d) All Guarantees furnished to the Council in terms of the Agreement published under Government Notice No. R1961 dated 9th December 1966, shall be deemed valid in respect of this and any subsequent agreement.

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

- (6) Any period during which an employee—
- (a) is on leave in terms of this clause; or
 - (b) undergoes any military training in pursuance of the Defence Act, 1957;
 - (c) is absent from work on the instructions or at the request of the employer; or
 - (d) is absent from work owing to illness;
- shall be deemed to be a period of employment for the purpose of sub-clauses (1), (2) and (3) hereof, provided that—
- (i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee, not being an

'n waarborg inlewer wat vir die Raad aanneemlik is en wat die betaling van die vakansiebesoldiging dek wat aan sy werknemers verskuldig is vir die tydperk wat hulle gedurende elke jaar werk; so nie, moet die werkgever maandeliks aan die Sekretaris van die Raad, Posbus 1331, Durban, die vakansiebesoldiging stuur wat aan elkeen van sy werknemers verskuldig is, naamlik een kwart van 'n week se loon vir elke voltooide 30 dae diens, en sodanige betalings moet nie later nie as 10 dae na die einde van elke kalendermaand waarop dit betrekking het, geskied; met dien verstande dat die vakansiebesoldiging vir die maande November en Desember, wat betaling vir Gelofte-dag, Kersdag, Tweede Kersdag en Nuwejaarsdag moet insluit, voor of op die 7de dag van Desember elke jaar aan die Sekretaris van die Raad gestuur moet word en dat die totaal van sodanige verlofbesoldiging voor of op die eersvolgende 24 Desember deur die Raad onder die betrokke werknemers verdeel moet word.

(b) 'n Werknemer wie se dienste beëindig word voor die datum waarop verlof ingevolge subklousule (2) (a) verleen moet word, moet 'n vakansiebesoldiging betaal word teen een vyfde van 'n week se loon vir elke voltooide 30 dae diens. Sodanige vakansiebesoldiging moet, in die geval van 'n werkgever wat 'n goedgekeurde waarborg ingevolge subklousule (3) (a) gegee het, deur die werkgever betaal word op die datum waarop die werknemer se dienste beëindig word. Waar die werknemer se vakansiebesoldiging aan die Raad betaal is soos in subklousule (3) (a) bepaal, moet die vakansiebesoldiging binne 'n tydperk van drie weke vanaf die datum waarop aansoek daarom by die Raad gedoen word, deur die Raad aan die werknemer betaal word. Vakansiebesoldiging is nie verskuldig of betaalbaar aan 'n werknemer wat gedros het nie.

(c) 'n Werkgever moet aan 'n werknemer wat op die datum waarop verlof verleen word, nog nie twaalf maande ononderbroke diens by hom voltooi het nie, verlof vir dieselfde tydperk as dié bedoel in subklousule (2) (a), verleen; met dien verstande dat, in die geval van 'n werkgever wat 'n goedgekeurde waarborg ingevolge subklousule (3) (a) gegee het, hy die werknemer verlofbesoldiging moet betaal teen een vyfde van 'n week se loon vir slegs elke voltooide tydperk van dertig dae diens (plus betaling ten opsigte van Kersdag, Tweede Kersdag en Nuwejaarsdag en betaling ten opsigte van Gelofte-dag waar dit binne die verlof-tydperk val).

(4) (a) Alle vakansiebesoldiging wat deur die Raad ontvang word, moet as „onmiddellik opvraagbaar” belê word in bouverenigings of banke wat onderskeidelik ingevolge die Bouverenigingswet, 1965, of die Bankwet, 1965, geregistreer is. Alle rente wat elke werkgever toekom, moet deur die Raad teen die heersende rentekoers van die bouvereniging of spaarbank aan daardie werkgever betaal word vir elke voltooide maand van die belegging, min 'n half persent. Sodanige bedrag moet voor of op 31 Januarie van die daaropvolgende jaar aan die werkgever betaal word saam met die verskil tussen die vakansiebesoldiging wat die Raad aan 'n werknemer ingevolge subklousule (3) (a) of (b) betaal het en die bedrag van die vakansiebesoldiging wat die werkgever ingevolge subklousule (3) (a) ten opsigte van die betrokke werknemer aan die Raad betaal het.

(b) 'n Lys van die werknemers aan wie die werkgever die vakansiebesoldiging moet betaal soos in subklousule (2) (a) hiervan bepaal, met vermelding van die nommer van die Raad, naam, besoldigingstarief, dienstydperk waarvoor verlofbesoldiging verskuldig is en die bedrag aan verlofbesoldiging wat aan elke sodanige werknemer verskuldig is, moet voor of op 7-Desember elke jaar deur die werkgever aan die Raad gestuur word.

(c) Wanneer 'n garantor die Raad verwittig dat 'n waarborg vir die vakansiebesoldiging teruggetrek sal word, moet die Raad die werkgever skriftelik van sodanige terugtrekking in kennis stel en moet die werkgever binne 14 dae vanaf sodanige skriftelike kennisgewing 'n nuwe waarborg ingevolge subklousule (3) (a) van hierdie klousule by die Raad indien.

(d) Alle waarborge wat aan die Raad ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R.1961 van 9 Desember 1966 uitgereik is, word geag geldig te wees ten opsigte van hierdie Ooreenkoms en nige latere ooreenkoms.

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

- (6) 'n Tydperk wat 'n werknemer—
 - (a) met verlof ooreenkomstig hierdie klousule is; of
 - (b) militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan; of
 - (c) van sy werk afwesig is op las of op versoek van die werkgever; of
 - (d) van sy werk afwesig is weens siekte;
- word geag 'n tydperk van diens te wees by die toepassing van subklousules (1), (2) en (3) hiervan; met dien verstande dat—
- (i) die bepalings van paragraaf (d) nie van toepassing is nie ten opsigte van enige tydperk van afwesigheid, weens siekte, van meer as drie agtereenvolgende dae, as die

employee referred to in sub-paragraph (ii) fails, after a request for such certificate by the employer to submit to the employer a certificate issued by a sick fund medical officer appointed in terms of clause 27 that he was prevented by illness from doing his work or in respect of that portion of any total period of absence during any twelve months' employment which is in excess of 30 days; provided that clerical employees, travellers or employees engaged in a managerial capacity may produce such certificate from any practitioner;

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

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

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

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

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

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

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

13. PREMIUMS

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

14. REGISTRATION OF EMPLOYERS

(1) Every employer who has not already done so in pursuance of a previous Agreement shall, within 30 days from the date upon which this Agreement comes into operation, and every employer entering the Industry after that date shall, within 7 days from the date he commenced operations, forward to the Secretary of the Council, P.O. Box 1331, Durban, by registered post, the following particulars which shall be in writing and signed by him:—

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

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

(3) Every employer in the Industry at the date of coming into operation of this Agreement and every employer who enters the Industry after that date shall within 7 days of such date or of the date on which such employer commenced operations as the case may be, lodge with the Council a guarantee acceptable to

werknemer—wat nie 'n werknemer soos in subparagraaf (ii) bedoel, is nie—versuim om, nadat hy daartoe versoek is deur die werkgewer, 'n sertifikaat aan die werkgewer voor te lê wat deur 'n geneeskundige beampte wat vir die siekefonds ingevolge klousule 27 aangestel is, uitgereik is en waarin verklaar word dat hy weens siekte verhinder was om sy werk te doen, of 'n sertifikaat ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige twaalf maande diens wat meer as dertig dae beloop; met dien verstande dat klerke, handelsreisigers of werknemers in 'n bestuurshoedanigheid sodanige sertifikaat van enige praktisyn mag oorlê;

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

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

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

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

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

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

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

13. PREMIES

'n Werkgewer mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie.

14. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer wat dit nie alreeds ingevolge 'n vorige Ooreenkoms gedoen het nie, moet binne 30 dae vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat die Nywerheid na daardie datum betree, moet binne 7 dae vanaf die datum waarop hy met sy werksaamhede begin het, aan die Sekretaris van die Raad, Posbus 1331, Durban, per geregiſtreerde pos die volgende besonderhede stuur wat op skrif gestel en deur hom onderteken moet word:—

- Die handelsnaam en besigheidsadres van die bedryfsinrigting.
- Die volle name en woonadresse van alle vennote en/of direkteure.
- Die volle naam en woonadres van die verantwoordelike bestuurder.
- Die afdeling of afdelings van die Nywerheid wat die bedryfsinrigting beoefen.
- Die datum waarop die werksaamhede begin het.

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

(3) Elke werkgewer in die Nywerheid op die datum van inwerkingtreding van hierdie Ooreenkoms en elke werkgewer wat die Nywerheid ná daardie datum betree, moet binne 7 dae vanaf sodanige datum of vanaf die datum waarop sodanige werkgewer met sy werksaamhede begin het, na gelang van die geval, by die Raad 'n waarborg indien wat vir die Raad aanneemlik is en wat

the Council to cover the payment of four weeks' wages as prescribed in Clause 4 of this Agreement for his employees and also to cover twelve weeks' levies due in terms of clauses 19 and 27, and clause 6 of the Provident Fund Agreement published under Government Notice No. R.728 dated 3rd May, 1968, or any subsequent Provident Fund Agreement.

(4) Whenever cash is deposited with the Council as a guarantee for four weeks' wages and levies such money shall be invested on Fixed Deposit for one year at a time with a Building Society or a Bank registered in terms of the Building Societies Act, 1965, or the Banks Act, 1965, respectively. Any interest accruing to such fixed deposits shall be paid to the employer by the Council not later than the 31st January of the year following the date on which the fixed deposit expired, at the fixed deposit rate of interest less one half per cent which shall be retained by the Council as administrative expenses.

(5) Whenever a Guarantor advises the Council that a Guarantee for 4 weeks' wages and 12 weeks' levies is to be withdrawn, the Council shall notify the employer in writing of such withdrawal and the Employer shall within 14 days of such written notification, lodge a fresh Guarantee with the Council in terms of sub-clause (3) of this clause.

(6) All Guarantees furnished to the Council in terms of the Agreement published under Government Notice No. R.1387, dated 23rd September, 1966, shall be deemed valid in respect of this and any subsequent Agreements.

15. ENGAGEMENTS AND TERMINATION OF EMPLOYMENT

(1) An employer shall not allow any person to commence work in his establishment until such person has produced a record of service card showing that such person has been registered by the Council to commence work with that employer; such record of service card, which shall be issued by the Council on request in the form of Annexure "A" to this Agreement, shall specify the experience, if any, the person has had.

(2) An employer shall forward to the Council for amendment the Record of Service Card of any employee who is transferred from one category to another, the latter of which requires a higher rate of remuneration, within 7 days of such transfer.

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

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

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

16. TERMINATION OF SERVICE

(1) An employer or an employee shall give in writing—
(a) in the case of a weekly paid employee, not less than one week's notice of his intention to terminate the contract of employment; such notice to commence on the employee's ordinary pay day;
(b) in the case of a monthly paid employee, not less than two weeks' notice of his intention to terminate the contract of employment; such notice to commence on the first or fifteenth day of a calendar month.

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

- (a) in the case of a weekly paid employee, one full week's wages; and
- (b) in the case of a monthly paid employee, two weeks' wages.

(3) The provisions of sub-clauses (1) and (2) hereof shall not affect—

- (a) the right of an employee or employer to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- (b) any agreement between an employer and employee which provides for a period of notice longer than one week, in which event wages in lieu of notice shall be correspondingly increased; provided, however, that an employee who is working short-time in any week on the instruction of the employer may terminate his contract of service at any time after such instruction has been given, without giving notice; provided that, in the case of an establishment

die betaling van 4 weke se lone soos in klousule 4 van hierdie Ooreenkoms vir sy werknemers voorgeskryf en ook 12 weke se heffings wat betaalbaar is ingevolge klousules 19 en 27 en klousule 6 van die Voorsorgsfondsooreenkoms gepubliseer by Goewermentskennisgewing No. R.728 van 3 Mei 1968 of 'n latere wysiging van die Voorsorgsfondsooreenkoms, dek.

(4) Wanneer kontant by die Raad gedeponeer word as 'n waarborg vir vier weke se lone en heffings, moet sodanige geld op vaste deposito vir een jaar op 'n slag belê word by 'n bougenootskap of 'n bank wat onderskeidelik ingevolge die Bouverenigingswet, 1965, of die Bankwet, 1965, geregistreer is. Alle rente op sodanige vaste deposito's moet teen die rentekoers vir vaste deposito's, min 'n half persent wat deur die Raad as administrasiekoste teruggehou moet word, deur die Raad aan die werkgewer betaal word op of voor 31 Januarie van die jaar wat volg op die vervaldatum van die vaste deposito.

(5) Wanneer 'n garantor die Raad verwittig dat 'n waarborg vir vier weke se lone en twaalf weke se heffings teruggetrek sal word, moet die Raad die werkgewer skriftelik van sodanige terugtrekking in kennis stel en moet die werkgewer binne veertien dae vanaf sodanige skriftelike kennisgewing 'n nuwe waarborg ingevolge subklousule (3) van hierdie klousule by die Raad indien.

(6) Alle waarborge wat aan die Raad ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R.1387 van 23 September 1966 uitgereik is, word geag geldig ten opsigte van hierdie en enige latere ooreenkoms te wees.

15. INDIENSNEMING EN DIENSBEEÏNDIGING

(1) 'n Werkgewer mag niemand toelaat om in sy bedryfsinrigting te begin werk nie tensy so 'n persoon 'n diensrekordkaart getoon het waarby verklaar word dat sodanige persoon by die Raad geregistreer is om by daardie werkgewer te begin werk; sodanige diensrekordkaart, wat in die vorm van Aanhangsel „A" van hierdie Ooreenkoms op versoek deur die Raad uitgereik moet word, moet meld watter ondervinding, indien wel, die persoon gehad het.

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

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

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

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

16. DIENSBEEÏNDIGING

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

- (a) in die geval van 'n weekliks besoldigde werknemer, minstens een week vooraf skriftelik kennis gee van sy voorneme om die dienskontrak te beëindig, en sodanige kennisgewingstermyn begin op die werknemer se gewone betaaldag;
- (b) in die geval van 'n maandeliks besoldigde werknemer, minstens twee weke vooraf kennis gee van sy voorneme om die dienskontrak te beëindig, en sodanige kennisgewingstermyn begin op die eerste of die vyftiende dag van 'n kalendermaand.

(2) 'n Werkgewer of 'n werknemer mag die dienskontrak sonder kennisgewing beëindig deur, in plaas van kennisgewing, 'n bedrag wat gelyk is aan minstens die volgende, aan die werknemer te betaal, of aan die werkgewer te betaal of te verbeur, na gelang van die geval—

- (a) in die geval van 'n weekliks besoldigde werknemer, een volle week se loon; en
- (b) in die geval van 'n maandeliks besoldigde werknemer, twee weke se loon.

(3) Die bepalinge van subklousules (1) en (2) hiervan raak nie die volgende nie—

- (a) die reg van 'n werknemer of 'n werkgewer om die dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;
- (b) 'n ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n kennisgewingstermyn wat langer is as een week, en in so 'n geval moet die loon wat in plaas van kennisgewing betaal moet word, dienoreenkomsstig vermeerder word; met dien verstande egter dat 'n werknemer wat in enige week korttyd werk op las van die werkgewer, sy dienskontrak te eniger tyd nadat daar aldus opdrag gegee is, mag beëindig sonder om kennis te gee; met dien verstande voorts dat, in die geval van 'n bedryfs-

in which short-time is being worked in terms of clause 6, an employee, who has been given notice by his employer in terms of this sub-clause shall be paid a full day's pay, in respect of every day during the period of such notice, upon which he attends at such establishment and is available for work the whole day, or in respect of which he has been notified by the employer that his services will not be required;

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

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

(5) The period of notice shall not run concurrently with, nor shall notice be given, during an employee's absence on leave granted in terms of clause 12 or any period of military training in pursuance of the Defence Act, 1957.

(6) This clause shall not apply to an employee who is engaged on trial for a period not exceeding one week. An employee engaged on trial shall be paid for at least four hours, notwithstanding that such employee has worked for a lesser period.

17. EXEMPTIONS

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

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

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

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

(4) The Secretary of the Council shall—

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

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

18. PERSONS UNDER THE AGE OF 15 YEARS

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

19. COUNCIL FUNDS

Every employer shall deduct each week from the earnings of each of his employees (other than employees exempted from the provisions of this clause by the Council in writing in terms of Clause 17 (1)) for whom minimum wages are prescribed in the Agreement:—

- (a) In the case of an employee whose wage is less than R11.45 per week; $\frac{1}{2}$ c.
- (b) In the case of an employee whose wage is R11.45 or more per week; 1½c.

The total so deducted, together with an equal amount which shall be contributed by the employer shall be forwarded together with a list detailing particulars of contributions, so as to reach the Secretary of the Council, P.O. Box 1331, Durban, not later than 10 days after the end of each calendar month.

20. EMPLOYMENT OF TRADE UNION LABOUR

(1) No member of the employers' organisation shall give employment for a period longer than two weeks to any person who is not a member of the trade union; provided such person

inrigting wat korttyd werk ingevolge klousule 6, 'n werknemer wat ingevolge hierdie subklousule deur sy werkgever kennis gegee is, 'n volle dag se loon betaal moet word ten opsigte van elke dag van die kennisgewingtermyn waarop hy hom by sodanige bedryfsinrigting aanmeld en, die hele dag vir werk beskikbaar is of ten opsigte waarvan hy deur die werkgever in kennis gestel is dat sy dienste nie nodig sal wees nie;

(c) die werking van verbeurings of boetes wat volgens wet van toepassing is ten opsigte van 'n werknemer wat dros.

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

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

(6) Hierdie klousule is nie op 'n werknemer wat vir 'n tydperk van hoogstens een week op proef in diens geneem is, van toepassing nie. 'n Werknemer wat op proef in diens geneem is, moet vir minstens vier uur betaal word al het sodanige werknemer ook vir 'n korter tydperk gewerk.

17. VRYSTELLINGS

(1) Die Raad mag vrystelling van enigeen van die bepalings van hierdie Ooreenkoms om 'n afdoende rede aan ten opsigte van enigiemand verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling ooreenkomstig subklousule (1) van hierdie klousule verleen word, die voorwaarde stel waarop sodanige vrystelling verleen word en die tydperk meld wat sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingssertifikaat mag intrek, afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

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

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat kragtens subklousule (2) van hierdie klousule gestel is en waarop sodanige vrystelling verleen word; en
- (d) die tydperk wat sodanige vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, agtereenvolgens nummer; en
- (b) 'n kopie van elke sertifikaat wat uitgereik word, bewaar; en
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur;
- (d) 'n kopie van elke sertifikaat wat uitgereik word, aan die Afdelingsinspekteur van Arbeid, Posbus 940, Durban, stuur.

(5) Elke werkgever moet die bepalings van 'n vrystellingssertifikaat nakom wat ooreenkomstig hierdie klousule uitgereik word.

18. PERSONE ONDER DIE LEEFTYD VAN 15 JAAR

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

19. FONDSE VAN DIE RAAD

Elke werkgever moet elke week van die verdienste van elkeen van sy werknemers (uitgesonderd werknemers wat ingevolge hierdie klousule skriftelik deur die Raad ingevolge klousule 17 (1) vrygestel is) vir wie lone in die Ooreenkoms voorgeskryf word, die volgende aftrek:—

- (a) In die geval van 'n werknemer wie se loon minder as R11.45 per week is, $\frac{1}{2}$ c;
- (b) in die geval van 'n werknemer wie se loon R11.45 of meer per week is, 1½c.

Die totale bedrag aldus afgetrek, tesame met 'n bedrag wat daaraan gelyk is en wat deur die werkgever bygedra moet word, moet saam met 'n lys wat besonderhede van die bydraes verstrek, aan die Sekretaris van die Raad, Posbus 1331, Durban, gestuur word sodat dit hom nie later nie as 10 dae na die einde van elke kalendermaand bereik.

20. INDIENSNEMING VAN LEDE VAN VAKVERENIGING

(1) Geen lid van die werkgeversorganisasie mag iemand wat nie lid van die vakvereniging is nie, vir 'n langer tydperk as twee weke in diens neem nie; met dien verstande dat sodanige persoon

is eligible for membership and provided further that this sub-clause shall not apply where, in the opinion of the Council, membership of the union has been refused without good and sufficient cause, and the applicant has reported such refusal to the Council within thirty days.

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

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

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

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

21. ORGANIZATION OF EMPLOYEES

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

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

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

22. AGENTS

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

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

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

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

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

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

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

geskik moet wees vir lidmaatskap en voorts met dien verstande dat hierdie subklousule nie van toepassing is nie wanneer lidmaatskap van die Vereniging, na die mening van die Raad, sonder 'n afdoende rede geweier is en die applikant sodanige weiering binne dertig dae aan die Raad gerapporteer het.

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

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

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

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

21. ORGANISERING VAN WERKNEMERS

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

- (a) onderhoude in verband met die sake van die vakvereniging met werknemers te voer;
- (b) nuwe lede in te skryf;
- (c) kennisgewings wat deur die vakvereniging uitgereik is, op te plak en te distribueer.

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

22. AGENTE

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

- (a) enige perseel of plek waarin die Klerasiennywerheid beoefen word, te eniger tyd te betree, te inspekteer en te ondersoek wanneer hy grond het om te vermoed dat enigeen daar werksaam is;
- (b) of alleen of in die teenwoordigheid van 'n ander persoon, na sy goedvinde, elke werknemer wat hy in of op die perseel of plek vind, mondelings te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en om van sodanige werknemer te vereis om te antwoord op die vrae wat gestel word;
- (c) te vereis dat 'n werkgever enige kennisgewing, boek, lys of dokument wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, oor te lê en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak;
- (d) te vereis dat alle registers van tyd gewerk, klokkaarte, boeke of dokumente waarin daar boekgehou is van die tyd wat gewerk is of die werklike lone wat betaal is of van die loontariewe, hetsy vir stukwerk of nie, wat betaal is aan 'n werknemer wie se loon by hierdie Ooreenkoms vasgestel word, oorgelê word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

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

(3) Elke werkgever en werknemer vir wie die bepalings van hierdie Ooreenkoms bindend is, moet aan 'n agent al die fasiliteite verleen wat hierbo genoem word.

23. VERTONING VAN OOREENKOMS, LOONSKALE EN WERKURE

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

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

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

24. ADMINISTRATION OF AGREEMENT

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

25. TRADE UNION'S REPRESENTATIVES OF THE COUNCIL

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

26. WORKING PROPRIETORS AND/OR WORKING PARTNERS

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

27. SICK BENEFIT FUND

(1) The Sick Benefit Fund (hereinafter referred to as "the Fund") established under Government Notice No. 1845 of the 11th November, 1938, is hereby continued. The Fund shall be maintained from levies in terms of sub-clause (3) hereof.

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

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

	Per Week
	C
(i) in the case of an employee whose wage is less than R6.00 per week	3
(ii) in the case of an employee whose wage is not less than R6.00 but is under R11.45 per week	5
(iii) in the case of an employee whose wage is R11.45 or over per week	8

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

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

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

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

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

(7) For the purpose of benefits, sickness shall mean any illness, affliction or disease including confinement of females who are not eligible for confinement allowance in terms of the Unemployment Insurance Act, 1946, as amended, but excluding—

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

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

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

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

24. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van die Ooreenkoms verantwoordelik is, en hy mag menings wat nie met die bepalings daarvan onbestaanbaar is nie, vir die leiding van werknemers en werkgewers uitspreek.

25. VERTEENWOORDIGERS VAN DIE VAKVERENIGING IN DIE RAAD

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

26. WERKENDE EIENAARS EN/OF WERKENDE VENNOTE

Werkende eiemaars en/of werkende vennote wat vervaardigings-werksaamhede in die Klerasienuwerheid verrig en wat werkgewers is, moet hulle hou aan die werkkure wat in klousule 8 van hierdie Ooreenkoms voorgeskryf word.

27. SIEKTEBYSTANDSFONDS

(1) Die Siektebystandsfonds (hieronder die „Fonds" genoem) wat by Goewermentskennisgewing no. 1845 van 11 November 1938 gestig is, word hierby voortgesit. Die Fonds word in stand gehou met heffings ingevolge subklousule (3) hiervan.

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

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

	Per Week
	C
(i) In die geval van 'n werknemer wie se loon minder as R6.00 per week is	3
(ii) in die geval van 'n werknemer wie se loon minstens R6.00 maar minder as R11.45 per week is	5
(iii) in die geval van 'n werknemer wie se loon R11.45 of meer per week is	8

(4) By die totale bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag, tesame met 'n lys wat die name van die werknemers en die bedrae meld, nie later nie as 10 dae na die einde van elke kalendermaand aan die Sekretaris van die Fonds, Posbus 1331, Durban, stuur.

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

(6) (a) Die Fonds word geadmistreer deur 'n Bestuurskomitee wat uit een verteenwoordiger elk van die werkgewers en die werknemers bestaan en wat deur die Raad aangestel word, tesame met die Voorsitter en Ondervoorsitter van die Raad, wat amptshalwe lede van die Bestuurskomitee is en hierdie Bestuurskomitee mag regulasies maak wat nie met die bepalings van hierdie klousule onbestaanbaar is nie.

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

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

(7) Vir die doeleindes van bystand, beteken „siekte" enige ongesteldheid, kwaal of krankheid, met inbegrip van bevallings in die geval van vrouens wat nie vir 'n kraamtoclae ingevolge die Werkloosheidsversekeringswet, 1946, soos gewysig, in aanmerking kom nie maar met uitsondering van—

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

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

(8) Die betaling van bystand is onderworpe aan die indiening van 'n mediese sertifikaat wat onderteken is deur een van die Fonds se mediese beamptes, en die Bestuurskomitee het die reg om van die persoon wat op bystand aanspraak maak, te vereis om hom te laat behandel deur dié mediese beamptes van die Fonds wat die Komitee mag gelas.

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

- (a) Free medical attention (excluding surgical treatment and maternity cases, save where these are approved in whole or in part by the Management Committee, and venereal diseases) by medical officer(s) appointed by the Management Committee.
- (b) Free medicine when prescribed by the Fund's medical officer(s); provided that such are made up by a chemist(s) specified by the Management Committee, or the Sick Fund Clinic.
- (c) In any one calendar year, sick pay equal to half a day's pay for each day in the first four weeks absence from work through illness, and thereafter at the discretion of the Sick Benefit Fund Management Committee, one quarter of a day's pay for each day's absence from work through illness for a further four weeks; provided that a member shall not be entitled to sick pay in respect of periods of absence of two days or less.
- (d) Contributors who become unemployed shall remain eligible for membership of the Fund and, while unemployed, shall be entitled to the benefits prescribed in sub-clause (a) and (b) for the following periods:—

	Weeks
Those with 1 year but not exceeding 2 years' service	4
Those with more than 2 years but not exceeding 5 years' service	8
Those with more than 5 years but not exceeding 10 years' service	12
Those with more than 10 years' service	16

in each cycle of one year.

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

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

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

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

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

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

The accountant's statement and balance sheet shall thereafter lie for inspection at the head office of the Council and a copy thereof be transmitted to the Industrial Registrar within three months after the close of the period covered by it.

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

(14) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Management Committee shall continue to administer the Fund and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the

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

- (a) Gratis mediese behandeling (uitgesonderd chirurgiese behandeling en kraamgevalle tensy sodanige gevalle of in hul geheel of gedeeltelik deur die Bestuurskomitee goedgekeur word, en venereiese siektes) deur die mediese beampte(s) wat deur die Bestuurskomitee aangestel is.
- (b) Gratis medisyne wanneer dit deur die Fonds se mediese beampte(s) voorgeskryf word; met dien verstande dat sodanige medisyne berei moet word deur 'n apteek/aptekers wat deur die Bestuurskomitee of deur die Siekefondskliniek gespesifiseer word.
- (c) In enige bepaalde kalenderjaar, siektebesoldiging gelyk aan 'n halfdag se loon vir elke dag in die eerste 4 weke afwesigheid van die werk weens siekte, en daarna na goedvinding van die Bestuurskomitee van die Siektebystandsfonds, 'n kwart van 'n dag se werk vir elke dag se afwesigheid van die werk weens siekte vir 'n verdere 4 weke; met dien verstande dat 'n lid nie op siektebesoldiging ten opsigte van tydperke van afwesigheid van twee dae of minder geregtig is nie.
- (d) Bydraers wat werkloos word, bly geregtig op lidmaatskap van die Fonds en is, terwyl hulle werkloos is, op die bystand voorgeskryf in subklousules (a), (b) en (d), geregtig vir die volgende tydperke:—

	Weeks
Diegene met 1 jaar maar hoogstens 2 jaar diens	4
Diegene met meer as 2 jaar maar hoogstens 5 jaar diens	8
Diegene met meer as 5 jaar maar hoogstens 10 jaar diens	12
Diegene met meer as 10 jaar diens	16

in elke kringloop van een jaar soos in subklousule (d) omskryf.

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

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

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

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

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

- (a) alle gelde ontvang—
 - (i) ingevolge subklousule (3) hiervan; en
 - (ii) uit alle ander bronne;
- (b) uitgawes aangegaan onder alle hoofde vir die twaalf maande geëindig 31 Desember van die vorige jaar, tesame met 'n balansstaat wat die bates en laste van die Fonds toon.

Die rekenmeester se staat en balansstaat moet daarna in die hoofkantoor van die Raad ter insae lê en 'n kopie daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word, aan die Nywerheidsregistrator gestuur word.

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

(14) Ingeval die Raad ontbind of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet die Bestuurskomitee aanhou om die Fonds te administreer, en die lede van die Komitee op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doel geag die lede daarvan te wees; met dien verstande egter dat 'n vakature in die Komitee deur die Registrator gevul mag word uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemers-vertegenwoordigers en hul sekondusse in die lidmaatskap van die

membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. In the event of no Council being in existence the Fund shall upon the expiration of this Agreement be liquidated by the Committee or the trustees, as the case may be, in the manner set forth in sub-clause (15) of this clause, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

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

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

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

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

Signed at Durban, on behalf of the parties, this 15th day of October, 1967.

H. BOLTON,
Chairman.
I. PHILIPS,
Vice-Chairman.
H. P. TREVELYAN,
Secretary.

Komitee te verseker. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte te vervul of ingeval hy voor 'n dooiepunt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, mag die Minister 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die Komitee. Ingeval daar geen Raad bestaan nie moet die Fonds by verstryking van hierdie Ooreenkoms deur die Komitee of die trustees, na gelang van die geval, gelikwied word op die manier voorgeskryf in subklousule (15) van hierdie klousule, en as die sake van die Raad by sodanige verstryking alreeds gelikwied en die bates daarvan verdeel is, moet die saldo van die Fonds ooreenkomstig die bepalings van artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

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

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

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

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

Op hede die 15de dag van Oktober 1967 namens die partye in Durban onderteken.

H. BOLTON,
Voorsitter.
I. PHILIPS,
Ondervoorsitter.
H. P. TREVELYAN,
Sekretaris.

Annexure A.

NAME

Council No.

ADDRESS

Identity Card No.

RECORD OF EXPERIENCE.

Total Previous Experience			Recorded by Council	Name of Firm	Date of Starting	Occupation	Rate of Pay	Date of Leaving	Occupation	Rate of Pay	State if Qualified or Unqualified	Signature of Firm.
Yrs.	Mths.	Days										

Remarks

NAME

No.

NAAM

Aanhangsel A.

ADRES

Raadsno.

Persoonskaartno.

VERSLAG VAN ONDERVINDING.

Totaal van vorige ondervinding.			Deur Raad aange-teken.	Naam van firma.	Aan-vangs-datum.	Beroep.	Loon-skaal.	Datum van uit-treding uit diens.	Beroep.	Loon-skaal.	Meld of gekwalifiseer of onge-kwalifiseer.	Hand-tekening van firma.
Jaar.	Mde.	Dae.										

Opmerkings

NAAM

No.

[illegible][illegible]

Aanhangsel B.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL).

Telefone 2-0682, 6-1847 en 2-4791.
Posbus 1331.

Albertstraat 77,
Durban.
Datum.....

VERSLAG VAN DIENSBEEÏNDIGING.

Fabriek..... Week eindigende.....

Stuur hierdie vorm saam met die verlofbetaling wat verskuldig is, aan die Kantoor van die Raad op die Vrydag van dié week waarin die werknemer se diens beëindig word.

No.	Werknemer se naam.	Datum.		Dienstydperk.			Beroep.	Loon-skaal.	Redes vir uit-treding uit diens.*	Verlofbetaling		Opmerkings.
		Van aan-vang.	Van uit-treding uit diens.	Jaar.	Mde.	Dae.				R	c	

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

Handtekening van firma.....

Annexure B.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL).

Phones 2-0682, 6-1847 and 2-4791.
P.O. Box 1331.

77 Albert Street,
Durban.
Date.....

REPORT OF TERMINATIONS OF SERVICE.

Factory..... Week ending.....

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

No.	Employee's Name.	Date.		Period of Employment.			Occu-pation.	Rate of Pay.	Reason for Leaving.*	Holiday Pay.		Remarks.
		Of Starting.	Of Leaving.	Yrs.	Mths.	Days.				R	c	

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

Signature of Firm.....

Annexure C

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL).

Telephones 2-0682, 6-1847 and 2-4791.
P.O. Box 1331.

77 Albert Street,
Durban, Natal.

Name..... Married or single.....

Date of Birth.....

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

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

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

EXAMINATION.

Weight..... lbs.
Lungs.....
Heart.....
Mobility of joints.....
Details of—
(1) Previous injuries or operations.....
(2) Defects or ailments which would render applicant unfit for employment.....
(3) Any chronic ailment.....
(4) Other findings.....

Kidneys (1) Sugar.....
(2) Albumen.....
Vision.....
Hearing.....

Date..... Signed.....

Medical Officer.

DECLARATION.

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

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

Aanhangsel C

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL).

No.....

Telefoon 2-0682, 6-1847 en 2-4791.
Posbus 1331.

Albertstraat 77,
Durban, Natal.

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

GESONDHEIDSVERSLAG.

(Antwoord: „ja” of „nee”.)

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

1. Asma.....
2. Suikersiekte.....
3. Disenterie.....
4. Stuipe.....
5. Rumatiek.....

6. Huidsiektes.....
7. Tuberkulose.....
8. Bilharzia.....
9. L.M.P.....
10. Platvoete.....

ONDERSOEK.

Gewig..... lb.
Lange.....
Hart.....
Beweegbaarheid van litte.....
Besonderhede in verband met—
(1) Vorige beserings of operasies.....
(2) Gebreke of kwale wat applikant vir diens ongeskik maak.....
(3) Enige chroniese kwaal.....
(4) Ander bevindings.....

Niere (1) Suiker.....
(2) Albumen.....
Gesig.....
Gehoor.....

Datum..... (Onderteken).....

Mediese Beamppte.

VERKLARING.

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

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

Annexure D.

NOTICE.

To be exhibited in terms of clause 23 of the Agreement.

	Starting Time.	Finishing Time.	Midday Meal Hour.	Forenoon Break.	Afternoon Break.
Department.....					
Mondays to Thursdays .	a.m.	p.m.	p.m. p.m.	a.m. to a.m.	p.m. to p.m.
Fridays	a.m.	p.m.	p.m. p.m.	a.m. to a.m.	p.m. to p.m.
Saturdays	a.m.	p.m.	p.m. p.m.	a.m. to a.m.	p.m. to p.m.
Department.....					
Mondays to Thursdays .	a.m.	p.m.	p.m. p.m.	a.m. to a.m.	p.m. to p.m.
Fridays	a.m.	p.m.	p.m. p.m.	a.m. to a.m.	p.m. to p.m.
Saturdays	a.m.	p.m.	p.m. p.m.	a.m. to a.m.	p.m. to p.m.

Aanhangsel D.

KENNISGEWING.

Moet ingevolge klousule 23 van die Ooreenkoms vertoon word.

	Begintyd.	Ophoutyd.	Middagetenstyd.	Voormiddagpouse.	Namiddagpouse.
Afdeling.....					
Maandae tot Donderdae	vm.	nm.	nm. nm.	vm. tot vm.	nm. tot nm.
Vrydae	vm.	nm.	nm. nm.	vm. tot vm.	nm. tot nm.
Saterdag	vm.	nm.	nm. nm.	vm. tot vm.	nm. tot nm.
Afdeling.....					
Maandae tot Donderdae	vm.	nm.	nm. nm.	vm. tot vm.	nm. tot nm.
Vrydae	vm.	nm.	nm. nm.	vm. tot vm.	nm. tot nm.
Saterdag	vm.	nm.	nm. nm.	vm. tot vm.	nm. tot nm.

No. R.728.]

[3rd May, 1968.

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, NATAL

PROVIDENT FUND AGREEMENT

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 Clothing Industry, shall be binding from 25 May 1968 and for the period ending 24 May 1971 upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 14, shall be binding from 25 May 1968 and for the period ending 24 May 1971 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 Districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela and from 25 May 1968 and for the period ending 24 May 1971 the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 14, 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.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(NATAL)

AGREEMENT

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

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

(hereinafter referred to as "the employees" or "trade union"), of the other part,
being parties to the Industrial Council for the Clothing Industry (Natal).

No. R.728.]

[3 Mei 1968.

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, NATAL

VOORSORGFONDSOOREENKOMS

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 Klerasienywerheid betrekking het, vanaf 25 Mei 1968 en vir die tydperk wat op 24 Mei 1971 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 14, vanaf 25 Mei 1968 en vir die tydperk wat op 24 Mei 1971 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 landdrosdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Lower Tugela; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 14, vanaf 25 Mei 1968 en vir die tydperk wat op 24 Mei 1971 eindig, in die landdrosdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Lower Tugela *mutatis mutandis* bindend is vir alle Bantoes in diens in 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.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID
(NATAL)

OOREENKOMS

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

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

1. SCOPE OF APPLICATION

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Durban, Pinetown, Inanda, Pietermaritzburg and Lower Tugela by the employers in the Clothing Industry who are members of the Employers' organisation and the employees in the said Industry who are members of the Trade Union.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall—

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

(ii) not apply to directors, travellers or clerical employees.

2. PERIOD OF OPERATION

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

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, as amended, or the Main Agreement shall have the same meaning as in those measures, and unless the contrary intention appears, words importing the masculine gender shall include female; further, unless inconsistent with the context—

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

“contributor” means any person, other than a Director, Traveller or Clerical employee, who is or has been employed in the Clothing Industry and from whose wages deductions have been made or were required to have been made in terms of this Agreement;

“fund” means the Provident Fund provided for under clause 4 of this Agreement;

“fund week” means a week calculated from midnight between Friday and Saturday to midnight between the next succeeding Friday and Saturday;

“Main Agreement” means the Agreement published under Government Notice No. R.727 of the 3rd May, 1968;

“nominee” means any person appointed by a contributor to whom any benefits accruing to such contributor at the time of his death shall be paid;

“Record of Service Card” shall mean the record of service card provided for in clause 15 (1) of the Main Agreement;

“retiring age” means the age of 60 in the case of male contributors and 55 in the case of female contributors;

“secretary” means the Secretary of the Council and includes any official appointed to act in the absence of the Secretary;

4. PROVIDENT FUND

The Fund established in terms of the Agreement published under Government Notice No. 692 of the 12th May, 1961, for the purpose of providing benefits to contributors as provided in this Agreement and known as the Clothing Industry (Natal) Provident Fund, hereinafter referred to as “The Fund”, is hereby continued.

The fund shall consist of—

(a) contributions paid into the fund in accordance with the provisions of this Agreement;

(b) interest derived from the investment of any moneys of the fund;

(c) any other sums to which the fund may become entitled.

1. TOEPASSINGSBESTEK

(a) Die bepaling van hierdie Ooreenkoms moet in die landdrosdistrikte Durban, Pinetown, Inanda, Pietermaritzburg en Lower Tugela nagekom word deur die werkgewers in die Klerasiemywerheid wat lede van die werkgewersorganisasie is en deur alle werknemers in genoemde Nywerheid wat lede van die vakvereniging is.

(b) Ondanks die bepaling van subklousule (a) is die bepaling van hierdie Ooreenkoms—

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

(ii) nie van toepassing nie op direkteure, handelsreisigers of klerklike werknemers.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 (1) van die Wet mag vasstel en bly van krag vir drie jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

„Klerasiemywerheid” of „Nywerheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om alle klasse tweed- en linnehoede, pette, hoede, dasse, gordels, kruisbande, kousophouers, buustelystes, korsette en alle klasse bo- en onderklere, met inbegrip van gebreide kledingstukke, hemde, boordjies, slaappakke en ander nag- en onderklere, te maak, en alle werksaamhede te onderneem wat daarmee in verband staan of daaruit voortvloei en deur sodanige werkgewers en enigen van hul werknemers verrig word, maar dit omvat nie klere- en hoedemakery vir die kleinhandel of die maak van boklere deur ’n snyer volgens die mate van individuele persone nie maar dit omvat wel die vervaardiging van boklere deur snyers ter uitvoering, volgens spesiale mate, van die bestellings van handelaars wie se klantmate die verantwoordelikheid is van of geneem word deur sodanige handelaars, en die maak van alle klasse kledingstukke, met inbegrip van grootmaat-snyersklere volgens die bestellings van ’n Staatsdepartement, Provinsiale Administrasie, die S.A.S. en H. en Lugdiens en plaaslike owerhede;

„bydraer” ’n persoon, uitgesonderd ’n direkteur, handelsreisiger of klerklike werknemer, wat in die Klerasiemywerheid in diens is of was en van wie se loon bedrae ingevolge hierdie Ooreenkoms afgetrek is of afgetrek moes word;

„ondervinding”, vir die toepassing van hierdie Ooreenkoms, ondervinding soos omskryf in die woordomskrywing van „ondervinding” in die Hoofooreenkoms;

„Fonds” die Voorsorgsfonds waarvoor voorsiening kragtens klousule 4 van hierdie Ooreenkoms gemaak is;

„Fondsweek” ’n week bereken vanaf middernag tussen Vrydag en Saterdag tot middernag tussen die daaropvolgende Vrydag en Saterdag;

„Hofooreenkoms” die Ooreenkoms gepubliseer by Goewermentskennissgewing No. R.727 van 3 Mei 1968;

„benoemde” ’n persoon, deur ’n bydraer aangestel, aan wie enige bystand wat sodanige bydraer ten tyde van sy afsterwe toekom, betaal moet word;

„diensrekordkaart” die diensrekordkaart waarvoor daar in klousule 15 (1) van die Hofooreenkoms voorsiening gemaak word;

„aftreeleeftyd” die leeftyd van 60 jaar in die geval van manlike bydraers en 55 jaar in die geval van vroulike bydraers;

„Sekretaris” die Sekretaris van die Raad en ook ’n beaampte wat aangestel is om in die afwesigheid van die Sekretaris te ageer;

4. VOORSORGSFONDS

Die Fonds ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennissgewing No. 692 van 12 Mei 1961, met die doel om bystand te verleen aan bydraers soos in hierdie Ooreenkoms bepaal, en bekend as die Voorsorgsfonds vir die Klerasiemywerheid (Natal), hieronder die „Fonds” bedoel, word hierby voortgesit.

Die Fonds bestaan uit—

(a) bydraes wat ooreenkomstig die bepaling van hierdie Ooreenkoms in die Fonds gestort word;

(b) rente ontvang uit die belegging van gelde van die Fonds;

(c) enige ander bedrag waarop die Fonds geregtig mag word.

5. ESTABLISHMENT AND FUNCTIONS OF MANAGEMENT COMMITTEE

(i) The administration of the fund shall be vested in a management committee consisting of one employers' representative and one employees' representative appointed by the Industrial Council for the Clothing Industry (Natal) in terms of clause 9 (6) of the Constitution of the Council at a duly constituted meeting of the Council, together with the Chairman and Vice-Chairman of the Council, who shall be *ex officio* members of the management committee.

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

(iii) One employers' representative and one employees' representative shall constitute a quorum and all matters shall be determined by a majority of votes. The Chairman shall have a deliberative vote only. Alternates of members who are absent may be counted as full representatives for the purpose of a quorum and if no quorum is present within 30 minutes of the time fixed, the meeting will stand adjourned to a date not later than seven days thereafter fixed by the Chairman. At the meeting held by virtue of such adjournment, of which members shall be given written notice, those present shall form a quorum. For the purpose of a quorum, the Chairman and Vice-Chairman of the Council shall, if present, be regarded as representatives.

(iv) If any representative is absent from any meeting and is not represented by an alternate, the voting power of the side he represents shall be reduced and a similar reduction shall be made on the other side to preserve equality of voting power. No motion shall be considered unless seconded and all matters forming the subject of motions shall be decided by majority vote of those present.

(v) All expenses of administration shall be a charge on the fund.

(vi) The management committee shall have power to—

- (a) sanction all payments and expenditure on behalf of the fund;
- (b) engage and dismiss paid servants of the fund, fix their remuneration, and define their duties;
- (c) supervise the working of any sub-committee appointed;
- (d) appoint sub-committees to help in the administration of the fund;
- (e) draft rules for the payment of benefits and fix the time and place for such payments;
- (f) perform all such other duties as the committee may deem necessary or desirable for the proper administration of the fund.

Two copies of the rules of the fund and any amendments thereof which shall not be inconsistent with any Act or this Agreement, shall be lodged with the Secretary of the Council who shall transmit one copy to the Secretary for Labour.

6. CONTRIBUTIONS

(i) For the purpose of the fund, each employer shall deduct from the wages of each of his employees, other than directors, travellers or clerical employees, who have worked during any week irrespective of the time so worked, the amounts set out hereunder:—

(a) Group 1: In the case of an employee earning a wage of under R11.45 per week—the sum of 5 cents;

(b) Group 2: In the case of an employee earning a wage of R11.45 and over per week—the sum of 13 cents; provided that such deductions shall only be made in respect of employees whose total experience in the Clothing Industry exceeds one year; and provided further that no deductions shall be made from the wages of any male contributor who has reached the age of 65 or of any female contributor who has reached the age of 60 and provided further that no new contributor shall be admitted to membership if over the age of 55 in the case of females and 60 in the case of males.

(ii) To the amount so deducted the employer shall add 5 cents (5c) per week in the case of each of his employees earning a wage of less than R11.45 per week and an amount of 8 cents (8c) per week in the case of each of his employees earning a wage of R11.45 or more per week, and shall forward month by month but not later than the tenth day of each month the total sum to the Secretary of the Council.

(iii) Such total sum must be accompanied by a list showing the name and address of the employer and the Record of Service Card number of employees from whom deductions are made, the amount of each deduction and the total amount of the employer's contribution.

5. INSTELLING EN FUNKSIES VAN BESTUURSKOMITEE

(i) Die administrasie van die Fonds berus by 'n Bestuurskomitee wat bestaan uit een werkgewers- en een werknemersverteenvoerder wat deur die Nywerheidsraad vir die Klerasiennywerheid (Natal) ingevolge klousule 9 (6) van die konstitusie van die Raad aangestel is op 'n behoorlik gekonstitueerde vergadering van die Raad, tesame met die Voorsitter en Ondervoorsitter van die Raad, wat ampshalwe lede van die Bestuurskomitee is.

(ii) Vir elke verteenwoordiger moet daar 'n sekondus aangestel word.

(iii) Een werkgewersverteenvoerder en een werknemersverteenvoerder maak 'n kworum uit, en daar word by wyse van 'n meerderheid van stemme oor alle sake besluit. Die Voorsitter het alleenlik 'n beraadslagende stem. Sekondusse van lede wat afwesig is, mag vir die doel van 'n kworum geag word volle verteenwoordigers te wees, en as geen kworum binne 30 minute vanaf die vasgestelde tyd teenwoordig is nie, moet die vergadering verdaag word tot 'n datum wat nie later is nie as 7 dae daarna en wat deur die Voorsitter bepaal word. Op die vergadering wat uit hoofde van sodanige verdagting gehou word, waarvan die lede skriftelik in kennis gestel moet word, maak diegene wat teenwoordig is, 'n kworum uit. Vir die doel van 'n kworum word die Voorsitter en Ondervoorsitter van die Raad, indien teenwoordig, geag verteenwoordigers te wees.

(iv) Indien 'n verteenwoordiger van 'n vergadering afwesig is en nie deur 'n sekondus verteenwoordig word nie, moet die stemkrag van die kant wat hy verteenwoordig, verminder word en moet 'n dergelike vermindering in die stemkrag van die ander kant aangebring word ten einde gelykheid van stemkrag te bewaar. Geen mosie word oorweeg nie tensy dit gesekondeer is, en daar moet oor alle sake wat die onderwerp van mosies uitmaak, beslis word by wyse van 'n meerderheidstem van diegene wat teenwoordig is.

(v) Alle administrasiekoste word teen die Fonds in rekening gebring.

(vi) Die Bestuurskomitee het die bevoegdheid—

- (a) om alle betalings en uitgawes namens die Fonds goed te keur;
- (b) om besoldigde werknemers van die Fonds in diens te neem en te ontslaan, hul besoldiging vas te stel en hul pligte te omskryf;
- (c) om toesig te hou oor die werk van 'n subkomitee wat aangestel is;
- (d) om subkomitees aan te stel om te help met die administrasie van die Fonds;
- (e) om reëls op te stel vir die betaling van bystand en om die tyd en plek vir sodanige betalings te bepaal;
- (f) om al die ander pligte te verrig wat nodig of wenslik geag mag word vir die behoorlike administrasie van die Fonds.

Twee kopieë van die reëls van die Fonds en alle wysigings daarvan, wat nie onbestaanbaar met 'n wet of met hierdie Ooreenkoms mag wees nie, moet by die Sekretaris van die Raad ingedien word wat een kopie aan die Sekretaris van Arbeid moet deurstuur.

6. BYDRAES

(i) Vir die doel van die Fonds moet elke werkgewer van die loon van elkeen van sy werknemers, uitgesonderd direkteure, handelsreisigers of klerke, wat gedurende 'n week gewerk het, afgesien van die tyd aldus gewerk, die bedrae aftrek wat hieronder gemeld word:—

- (a) Groep 1. In die geval van 'n werknemer wat 'n loon van minder as R11.45 per week verdien—die bedrag van 5 sent.
- (b) Groep 2. In die geval van 'n werknemer wat 'n loon van R11.45 en meer per week verdien—die bedrag van 13 sent;

met dien verstande dat sodanige bedrae afgetrek moet word slegs ten opsigte van werknemers wie se totale ondervinding in die Klerasiennywerheid meer as een jaar is; en voorts met dien verstande dat geen bedrae van die loon van 'n manlike bydraer wat die leeftyd van 65 jaar bereik het of van die loon van 'n vroulike bydraer wat die leeftyd van 60 jaar bereik het, afgetrek mag word nie; en voorts met dien verstande dat geen nuwe bydraer wat in die geval van 'n vrou ouer as 55 jaar en in die geval van 'n man ouer as 60 jaar is, tot lidmaatskap toegelaat mag word nie.

(ii) By die bedrag aldus afgetrek, moet die werkgewer 5 sent (5c) per week voeg in die geval van elkeen van sy werknemers wat 'n loon van minder as R11.45 per week verdien en 'n bedrag van 8 sent (8c) per week in die geval van elkeen van sy werknemers wat 'n loon van R11.45 of meer per week ontvang, en hy moet die totale bedrag maand na maand, en wel nie later as die tiende dag van elke maand nie, aan die Sekretaris van die Raad stuur.

(iii) Sodanige totale bedrag moet vergesel gaan van 'n lys wat die naam en adres van die werkgewer, die nommer van die diensrekening van die werknemer van wie se loon die bedrag afgetrek is, die bedrag van elke aftrekking en die totale bedrag van die werkgewer se bydrae meld.

(iv) In the case of the first such payment by any employer the sum must be accompanied by the following additional information:—

- (a) The full names and address of each contributor.
- (b) The "group" and Record of Service Card number of each contributor and the employer shall thereafter notify the fund week by week of all changes in the list of contributors, and of changes from one group to another.
- (v) The employer shall each month notify the fund of all contributors who have been absent without pay for four or more consecutive pay weeks.
- (vi) An employer shall not deduct the whole or any part of his own contribution from the earnings of a contributor or receive any consideration from the contributor in respect of such contribution.
- (vii) When a contributor is on leave on full pay or less than full pay and/or when a contributor is on short time, both his and the employer's contribution shall be continued.
- (viii) If any contribution is made in error to the fund, the fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.
- (ix) Whenever any benefit has been mistakenly paid to a contributor as a result of such contributor having made to the fund payments which were not due the management committee may set off the amount of benefits so paid—
 - (i) against any sum claimed from the fund as a repayment of such contributions which were not due; and
 - (ii) against any future benefits that may become due by the fund to the said contributor.

7. FINANCE

(i) All moneys received by the fund shall be deposited in a banking account opened in the name of the fund. An official receipt shall be issued for all moneys received into the fund and withdrawals from the fund shall be by cheque signed by such persons as may, from time to time, be authorised by the management committee.

(ii) Moneys not immediately required to meet current charges upon the Fund shall be invested by the Management Committee in—

- (a) building societies or banks registered in terms of the Building Societies Act, 1965, or the Banks Act, 1965, respectively, the National Finance Corporation of South Africa established under the National Finance Corporation Act, 1949, or the Post Office Savings Bank;
- (b) bills, bonds or securities issued or guaranteed by the Government of the Republic of South Africa or a provincial administration;
- (c) bills, bonds or securities issued or guaranteed by or deposits with any local authority in the Republic of South Africa authorised by law to levy rates upon immovable property;
- (d) bills, bonds or securities issued or guaranteed by the Rand Water Board or the Electricity Supply Commission or by any institution which is, in the opinion of the Registrar of Pension Funds appointed in terms of the Pension Funds Act, 1956, financially sound and which has been approved by him;
- (e) deposits with, or debentures quoted on a stock exchange in the Republic of South Africa issued by, the Land and Agricultural Bank of South Africa;
- (f) South African Reserve Bank stock;
- (g) first mortgages on immovable property approved by the Management Committee, provided that—
 - (aa) the Management Committee shall obtain a sworn appraisal of the property by a person nominated by the Management Committee, on condition that no person who has any direct or indirect financial interest in the matter shall be appointed as an appraiser and that the appraisal shall be based on a personal inspection of the property by the appraiser and recorded on a prescribed form; and provided that no such investment shall be approved in respect of any property in which any member of the Council has any direct or indirect financial interest.
 - (bb) the mortgages shall not exceed 75 per cent of the appraisal;
 - (cc) the Management Committee shall not invest in any one mortgage a sum exceeding R120,000;

or in any other manner approved by the Industrial Registrar.

(iii) The management committee may, by resolution, at a duly constituted meeting of the committee, authorise the use of all or part of any interest earned on investments in terms of clause 7 (ii) of this Agreement for the purposes of sub-clause

(iv) Waar 'n werkgewer sodanige bedrag vir die eerste maal betaal, moet die bedrag vergesel gaan van die volgende addisionele inligting:—

- (a) Die volle naam en adres van elke bydraer.
- (b) Die „groep"- en diensrekordkaartnommer van elke bydraer, en die werkgewer moet daarna die Fonds week na week in kennis stel van alle veranderinge in die lys bydraers en van veranderinge van een groep in 'n ander.
- (v) Die werkgewer moet die Fonds elke maand verwittig van alle bydraers wat vir vier agtereenvolgende loonweke of langer sonder besoldiging afwesig was.
- (vi) 'n Werkgewer mag nie sy eie bydrae in die geheel, of 'n deel daarvan, van die verdienste van 'n bydraer aftrek of enige teenprestasie ten opsigte van sodanige bydrae van die bydraer ontvang nie.
- (vii) Wanneer 'n bydraer met verlof met volle besoldiging of minder as volle besoldiging is en/of wanneer 'n bydraer korttyd werk, moet beide sy eie en die werkgewer se bydrae voortgesit word.
- (viii) Indien 'n bedrag per abuis tot die Fonds bygedra word, is die Fonds nie daarvoor aanspreeklik om daardie bydrae na verloop van 6 maande vanaf die datum van sodanige betaling terug te betaal nie.
- (ix) Wanneer bystand per abuis aan 'n bydraer betaal is as gevolg daarvan dat sodanige bydraer bedrae aan die Fonds betaal het wat nie verskuldig was nie, kan die Bestuurskomitee die bedrag van die bystand wat aldus betaal is, in mindering bring—
 - (i) teen 'n bedrag wat as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie, van die Fonds geëis word; en
 - (ii) teen toekomstige bystand wat deur die Fonds aan genoemde bydraer verskuldig mag word.

7. FINANSIES

(i) Alle gelde wat deur die Fonds ontvang word, moet gestort word in 'n bankrekening wat op naam van die Fonds geopen is. 'n Amptelike kwitansie moet uitgereik word vir alle gelde wat in die Fonds ontvang word, en opvragings uit die Fonds geskied per tjek, wat onderteken moet word deur dié persone wat van tyd tot tyd deur die Bestuurskomitee daartoe gemagtig mag word.

(ii) Gelde wat nie onmiddellik nodig is om die lopende koste van die Fonds te bestry nie, moet deur die Bestuurskomitee belê word in—

- (a) bouverenigings of banke wat onderskeidelik ingevolge die Bouverenigingswet, 1965, of die Bankwet, 1965, geregistreer is, die Nasionale Finansiële Korporasie van Suid-Afrika wat ingevolge die Wet op die Nasionale Finansiële Korporasie, 1949, gestig is of die Pospaarbank;
- (b) wissels, verbande of sekuriteite uitgereik of gewaarborg deur die Regering van die Republiek van Suid-Afrika of 'n provinsiale administrasie;
- (c) wissels, verbande of sekuriteite uitgereik of gewaarborg deur, of deposito's by, 'n plaaslike owerheid in die Republiek van Suid-Afrika wat by die wet gemagtig is om belastinge op onroerende eiendom te hef;
- (d) wissels, verbande of sekuriteite uitgereik of gewaarborg deur die Randwaterraad of die Elektrisiteitsvoorsieningskommissie of deur 'n inrigting wat, na die mening van die Registrateur van Pensioenfondse wat ingevolge die Wet op Pensioenfondse, 1956, aangestel is, finansiële gesond is en deur hom goedgekeur is;
- (e) deposito's by, of obligasies genoteer op, 'n effektebeurs in die Republiek van Suid-Afrika, uitgereik deur die Land- en Landboubank van Suid-Afrika.
- (f) effekte van die Suid-Afrikaanse Reserwebank;
- (g) eerste verbande op onroerende eiendom goedgekeur deur die Bestuurskomitee; met dien verstande dat—
 - (aa) die Bestuurskomitee 'n beëdigde waardering van die eiendom moet verkry van 'n persoon wat deur die Bestuurskomitee benoem is, op voorwaarde dat niemand wat regstreeks of onregstreeks finansiële belang in die saak het, as 'n waardeerder aangestel mag word nie en dat die waardering gegrond moet word op 'n persoonlike inspeksie van die eiendom deur die waardeerder en op 'n voorgeskrewe vorm aangeteken moet word; en voorts met dien verstande dat geen sodanige belegging ten opsigte van eiendom waarin 'n lid van die Raad regstreeks of onregstreeks 'n finansiële belang het, goedgekeur mag word nie;
 - (bb) verbande nie 75 persent van die waardering te bowe mag gaan nie;
 - (cc) die Bestuurskomitee nie 'n bedrag van meer as R120,000 in één verband mag belê nie;

of op enige ander manier goedgekeur deur die Nywerheidsregistrator.

(iii) Die Bestuurskomitee kan, by besluit geneem op 'n behoorlik gekonstitueerde vergadering van die Komitee, magtiging daartoe verleen dat alle rente (of 'n deel daarvan) wat ingevolge klousule 7(ii) van hierdie Ooreenkoms uit beleggings verkry is, vir die doeleindes van subklousule (ii) aangewend word; met dien ver-

(ii) provided that the amount in interest so authorised would in no period of six months ending 30th June and 31st December respectively, exceed the amount in interest actually received by the fund during such period less the administration expenses of the fund for the period in question.

(iv) The management committee shall appoint an auditor who shall be a public accountant and whose remuneration shall be paid out of the Fund.

(v) The Council shall cause full and true accounts of the fund to be kept and shall cause to be prepared a bi-annual account for the periods ending on the 30th June and 31st December of each year of all the revenue and expenditure of the fund, and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor of the Council and countersigned by the Chairman of the Council and shall within three months after the close of the period to which it relates, be transmitted to the Secretary for Labour, together with any report made thereon by the said auditor. A copy of the bi-annual accounts and balance sheet shall be available for inspection by members of the fund.

(vi) All expenses of administration shall be a charge on the Fund.

8. BENEFITS

(i) Benefits shall be provided to contributors who—

(a) leave the Industry on reaching the retiring age of 55 in the case of females and 60 in the case of males;

OR

(b) satisfy the management committee that they have left the Industry permanently before such retiring age.

(ii) Appointment of Beneficiaries.—Every contributor shall be required to nominate a beneficiary to whom, in the event of the death of the contributor, any benefits due to such contributor shall be paid. In the event of the fund not being in possession of any such nomination as required in terms of sub-clause (iv), any benefits due at the time of a contributor's death shall be paid into the estate of such deceased contributor.

(iii) Form of Application.—The form on which applications are submitted shall be set out in Annexures A to F hereto, according to the type of application involved.

(iv) Appointment of Nominees.—Each contributor shall be required to forward a statement in the form of Annexure G.

Upon receipt of the statement the Secretary shall forward to such contributor a certificate acknowledging receipt by the fund of such statement, and stating the name and address of the nominee.

9. AMOUNT OF BENEFITS

(1) Withdrawal Benefits.—Subject to the provisions of clause 10 (i) a contributor shall be entitled to withdrawal benefits on leaving the Industry permanently or having been unemployed for a continuous period of two years. The minimum benefits that shall be paid to contributors shall be as follows:—

(a) Where a contributor has paid into the Fund for less than two years he shall be entitled only to a refund of his own contributions.

(b) Where the contributor has paid into the Fund for two years but less than 3 years, he shall be entitled to a refund of his own contributions plus 10 per cent.

(c) In addition to the amounts referred to in sub-clause (1) (b) of this clause, a contributor shall for each completed year he has paid into the Fund, after the completion of the first two years, be entitled to a further 5 per cent of his own contributions with a maximum of 100 per cent.

(2) Retirement Benefits.

(a) In addition to the amount due in terms of sub-clause (1) of this clause an amount equal thereto will be paid to all contributors who reach the prescribed retiring age.

(b) If the contributor remains in employment and does not claim within 3 months from the date he reaches retiring age, the provisions of sub-clause 4 (a) of this clause shall apply to him.

(3) Optional Early Retirement.—Except where a contributor qualifies for and is paid an amount in terms of sub-clause (6) of this clause, a contributor who has paid into the fund for at least five years and who so elects, may make application to the fund for retirement benefits at any time after the contributor, in the case of females, has reached the age of 50 and in the case of males has reached the age of 55. Provided the Committee is satisfied the contributor will not return to the Industry, the Committee shall authorise benefits on the following scale:—

stande dat die bedrag aan rente waarvoor daar aldus magtiging verleen word, in geen tydperk van 6 maande geëindig 30 Junie en 31 Desember, meer mag bedra nie as die rente wat die Fonds werklik gedurende sodanige tydperk ontvang het, min die administrasiekoste van die Fonds vir die betrokke tydperk.

(iv) Die Bestuurskomitee moet 'n ouditeur aanstel wat 'n openbare rekenmeester moet wees en wie se besoldiging uit die Fonds betaal moet word.

(v) Die Raad moet op 'n volledige en juiste wyse laat boekhou van die Fonds en moet twee maal per jaar 'n rekening vir die tydperke eindigende 30 Junie en 31 Desember elke jaar, van al die inkomste en uitgawes van die Fonds en 'n staat wat sy bates en laste aantoon, laat opstel. Elke sodanige rekening en staat moet gesertifiseer word deur die ouditeur van die Raad en moet mede-onderteken word deur die Voorsitter van die Raad en moet binne 3 maande na die sluiting van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid gestuur word, tesame met enige verslag daaroor deur genoemde ouditeur. 'n Kopie van die rekenings en balansstate wat twee maal per jaar opgestel moet word, moet beskikbaar wees vir insae deur lede van die Fonds.

(vi) Alle administrasiekoste is 'n las teen die Fonds.

8. BYSTAND

(i) Bystand word verleen aan bydraers wat—

(a) die Nywerheid verlaat by bereiking van die aftreeleeftyd van 55 jaar in die geval van vrouens of 60 jaar in die geval van mans; of

(b) die Bestuurskomitee daarvan oortuig dat hulle die Nywerheid vir goed verlaat het voor bereiking van sodanige aftreeleeftyd.

(ii) Aanstelling van begunstigdes.—Daar word van elke bydraer vereis om 'n begunstigde te benoem aan wie, ingeval die bydraer te sterwe kom, die bystand wat aan sodanige bydraer verskuldig is, betaal moet word. Ingeval die Fonds nie in besit van die benoeming wat by subklousule (iv) vereis word, is nie, word alle voordele wat ten tyde van die afsterwe van 'n bydraer verskuldig is, aan die boedel van sodanige afgestorwe bydraer betaal.

(iii) Aansoekvorm.—Die vorms waarop aansoeke ingedien moet word, word volgens die tipe aansoek daarby betrokke, in Aanhangsels A tot F hiervan uiteengesit.

(iv) Aanstelling van benoemdes.—Van elke bydraer word vereis om 'n staat in die vorm van Aanhangel G aan te stuur.

By ontvangs van die staat moet die Sekretaris aan sodanige bydraer 'n sertifikaat stuur waarby die ontvangs van sodanige staat deur die Fonds erken word en waarin die naam en adres van die benoemde vermeld word.

9. BEDRAG VAN BYSTAND

(1) Bystand by onttrekking.—Behoudens die bepalings van klousule 10(i), is 'n bydraer geregtig op onttrekkingsbystand wanneer hy die Nywerheid vir goed verlaat of vir 'n aanlopende tydperk van twee jaar werkloos was. Die minimum bystand wat aan bydraers betaal moet word, is soos volg:—

(a) Waar 'n bydraer vir minder as twee jaar tot die Fonds bygedra het, is hy geregtig op slegs 'n terugbetaling van sy eie bydraes.

(b) Waar die bydraer vir twee jaar maar vir minder as drie jaar tot die Fonds bygedra het, is hy geregtig op 'n terugbetaling van sy eie bydraes plus 10 persent.

(c) Benewens die bedrae bedoel in subklousule (1)(b) van hierdie klousule, is 'n bydraer vir elke voltooide jaar wat hy tot die Fonds bygedra het na voltooiing van die eerste twee jaar, geregtig op 'n verdere 5 persent van sy eie bydraes met 'n maksimum van 100 persent.

(2) Bystand by aftreding.

(a) Benewens die bedrag wat ingevolge subklousule (1) van hierdie klousule verskuldig is, word 'n bedrag wat daaraan gelyk is, aan alle bydraers betaal wat die voorgeskrewe aftreeleeftyd bereik.

(b) As die bydraer aanhou werk en nie binne drie maande vanaf die datum waarop hy die aftreeleeftyd bereik het, 'n eis instel nie, is die bepalings van subklousule 4 (a) van hierdie klousule op hom van toepassing.

(3) Opsionele vroeë aftreding.—Met uitsondering van die geval waar 'n bydraer ooreenkomstig subklousule (6) van hierdie klousule in aanmerking kom vir 'n bedrag en sodanige bedrag wel aan hom betaal word, kan 'n bydraer wat vir minstens vyf jaar tot die Fonds bygedra het en wat dit verkies, by die Fonds aansoek doen om aftreevoorrede te eniger tyd nadat die bydraer, in die geval van vrouens, die leeftyd van 50 jaar, en in die geval van mans, die leeftyd van 55 jaar bereik het. Die Komitee moet magtiging vir die betaling van bystand volgens onderstaande skaal verleen as hy daarvan oortuig is dat die bydraer nie tot die Nywerheid sal terugkeer nie:—

Age		Benefits
Males	Females	
55	50	Withdrawal benefits plus nil
56	51	Withdrawal benefits plus 20 per cent
57	52	Withdrawal benefits plus 40 per cent
58	53	Withdrawal benefits plus 60 per cent
59	54	Withdrawal benefits plus 80 per cent
60	55	Withdrawal benefits plus 100 per cent

(4) Optional Late Retirement:

- (a) Where a contributor reaches the retiring age, but remains in employment, the contributor may elect to retire on termination of employment or on reaching the age of 60 in the case of females or 65 in the case of males, whichever is the earlier, and shall be entitled on termination of employment or on reaching the age of 60 in the case of females or 65 in the case of males, whichever is the earlier, to the benefits prescribed in sub-clause (1) as at such date plus 100 per cent.
- (b) The management committee shall cause a list to be prepared each quarter of the year showing the names of contributors who during the next quarter will, according to the records of the Council, reach the age of 60 in the case of females and 65 in the case of males.
- (c) The Secretary shall, within 14 days of the completion of such list, advise the employers concerned by registered post of the names of such contributors and the date(s) upon which deductions from their wages shall cease.
- (d) At the same time the Secretary shall by registered post notify each contributor of the position and invite the contributor to apply for benefits.
- (5) Past Service Benefits.—Past service shall mean employment in the Clothing Industry (Natal), prior to the establishment of the Provident Fund, during which any member contributed to the Garment Workers' Industrial Union, Natal, Provident Fund and who has not received any benefits from that fund:

- (a) Contributors who have been contributors of the fund for not less than 5 years and who were members of and contributors to the Garment Workers' Industrial Union, Natal, Provident Fund for not less than 2 years are, in addition to any other benefits prescribed in this Agreement, entitled to past service benefits on the following scale:—
On death, ill-health retirement and on retirement on reaching retiring age: R6.00 per year of past service.
- (b) In the case of Optional Early Retirement, benefits to those who qualify in terms of this sub-clause shall be on the following scale:—

Age at Retirement		Benefits
Males	Females	
55	50	50 per cent of benefits prescribed in paragraph (a)
56	51	60 per cent of benefits prescribed in paragraph (a)
57	52	70 per cent of benefits prescribed in paragraph (a)
58	53	80 per cent of benefits prescribed in paragraph (a)
59	54	90 per cent of benefits prescribed in paragraph (a)
60	55	100 per cent of benefits prescribed in paragraph (a);

provided that in the case of a contributor, who otherwise qualified for benefits in terms of this sub-clause but who has contributed to the Fund for less than 5 years, but more than 3½ years, the Committee in its discretion may authorise payment of benefits equivalent to the amount which the contributor would have received if he had contributed for 5 years, less 25 per cent.

(6) Benefits to Contributors Who Leave the Industry Permanently due to Serious Ill-Health or Incapacity prior to reaching Retiring Age.—The management committee shall upon production of one or more medical certificates satisfactory to the committee, authorise that double the ordinary withdrawal benefits to which the contributor would be entitled in terms of sub-clause (1) hereof be paid to the contributor.

(7) Benefits in the Event of the Death of a Contributor.—The management committee, upon production of proof of the decease of a contributor shall authorise that double the ordinary withdrawal benefits to which the contributor would have been entitled as at the date of decease in terms of sub-clause (1) hereof, be paid as provided in clause 8 (ii).

(8) For the purpose of calculating the period of contribution the contributor shall be deemed to have contributed during the entire periods notified to the Fund by his employers from time to time and temporary absences from work for periods of less than four consecutive pay-weeks shall, irrespective of the fact that no contributions may actually have been received in respect of such absences, be deemed to be periods of contribution.

Leeftyd		Bystand
Mans	Vrouens	
55	50	Onttrekkingsbystand plus nul
56	50	Onttrekkingsbystand plus 20 persent
57	52	Onttrekkingsbystand plus 40 persent
58	53	Onttrekkingsbystand plus 60 persent
59	54	Onttrekkingsbystand plus 80 persent
60	55	Onttrekkingsbystand plus 100 persent

(4) Opsionele laat aftreding.

- (a) Waar 'n bydraer die voorgeskrewe aftreeleeftyd bereik maar in diens bly, kan die bydraer verkies om by diensbeëindiging of by bereiking van die leeftyd van 60 jaar in die geval van vrouens of 65 jaar in die geval van mans, naamlik die vroegste datum, af te tree, en sodanige bydraer is by beëindiging van diens of by bereiking van die leeftyd van 60 jaar in die geval van vrouens of 65 jaar in die geval van mans, naamlik die vroegste datum, geregtig op die bystand voorgeskryf in subklousule (1), soos dit op daardie datum bestaan, plus 100 persent.
- (b) Die Bestuurskomitee moet elke kwartaal van die jaar 'n lys laat opstel van die name van bydraers wat volgens die registers van die Raad gedurende die daaropvolgende kwartaal die leeftyd van 60 jaar in die geval van vrouens en 65 jaar in die geval van mans sal bereik.
- (c) Die Sekretaris moet binne 14 dae na voltooiing van sodanige lys die betrokke werkgewers per geregistreerde pos verwittig van die name van sodanige bydraers en die datum(s) waarop aftrekkings van hul lone gestaak moet word.
- (d) Die Sekretaris moet terselfdertyd elke bydraer per geregistreerde pos in kennis stel van die toestand en die bydraer vra om aansoek te doen om bystand.
- (5) Bystand ten opsigte van vorige diens.—Vorige diens beteken diens in die Klerasienuwerheid (Natal) voor die stigting van die Voorsorgsfonds, ten opsigte waarvan 'n lid tot die Voorsorgsfonds van die Garment Workers' Industrial Union, Natal, bygedra het en nie bystand uit daardie Fonds ontvang het nie.

- (a) Bydraers wat vir minstens vyf jaar tot die Fonds bygedra het en wat vir minstens 2 jaar lede was van en bygedra het tot die Voorsorgsfonds van die Garment Workers' Industrial Union, Natal, is, benewens ander bystand in hierdie Ooreenkoms voorgeskryf, op bystand ten opsigte van vorige diens geregtig op die volgende grondslag:—
By afsterwe, uitdienstreding weens swak gesondheid of aftreding by bereiking van die aftreeleeftyd; R6.00 vir elke jaar vorige diens.
- (b) In die geval van opsionele vroeë aftreding word bystand op onderstaande grondslag betaal aan diegene wat kragtens hierdie subklousule daarvoor in aanmerking kom:—

Leeftyd by aftreding

Mans	Vrouens	
55	50	50 persent van die bystand voorgeskryf in paragraaf (a)
56	51	60 persent van die bystand voorgeskryf in paragraaf (a)
57	52	70 persent van die bystand voorgeskryf in paragraaf (a)
58	53	80 persent van die bystand voorgeskryf in paragraaf (a)
59	54	90 persent van die bystand voorgeskryf in paragraaf (a)
60	55	100 persent van die bystand voorgeskryf in paragraaf (a)

met dien verstande dat, in die geval van 'n bydraer wat in ander opsigte kragtens hierdie subklousule vir bystand in aanmerking kom maar wat vir minder as 5 jaar dog vir meer as 3½ jaar tot die Fonds bygedra het, die Komitee na sy goedvinde magtiging kan verleen vir die betaling van bystand gelyk aan die bedrag wat die bydraer sou ontvang het as hy vir 5 jaar bygedra het, min 25 persent.

(6) Bystand aan bydraers wat die Nywerheid vir goed verlaat weens ernstige swak gesondheid of onvermoë om te werk voordat hulle die aftreeleeftyd bereik.—Die Bestuurskomitee moet by voorlegging van een of meer geneeskundige sertifikate waarmee hy tevrede is, magtiging verleen dat dubbel die gewone ontrekkingsbystand waarop 'n bydraer kragtens subklousule (1) hiervan geregtig sou gewees het, aan die bydraer betaal word.

(7) Bystand in geval van die afsterwe van 'n bydraer.—By voorlegging van 'n bewys dat 'n bydraer oorlede is, moet die Bestuurskomitee magtiging daarvoor verleen dat dubbel die gewone ontrekkingsbystand waarop die bydraer op die datum van sy afsterwe kragtens subklousule (1) hiervan geregtig sou gewees het, soos in klousule 8 (iii) bepaal.

(8) Vir die berekening van die bydraetydperk word die bydraer geag by te gedra het gedurende al die tydperke waarvan sy werkgewers van tyd tot tyd kennis aan die Fonds gegee het, en word tydelike afwesigheid van werk vir tydperke van minder as vier agtereenvolgende loonweke, ongeag die feit dat daar geen bydraes ten opsigte van sodanige afwesigheid ontvang mag gewees het nie, geag bydraetydperke te wees.

Furthermore, no contributor shall be prejudiced in respect of any period of employment during which he should have contributed to the fund in respect whereof his employer failed to submit contributions.

(9) For the purpose of calculating withdrawal benefits the actual weeks of contribution shall be calculated.

10. PAYMENT OF BENEFITS

(i) Except in the case of age retirement, optional early retirement, optional late retirement or death, no benefits shall be paid in respect of any claim until a period of at least two years has elapsed from the time the person concerned was last employed in the industry.

(ii) In the event of a contributor returning to the industry before such claim has been met the claim will automatically lapse and contributions be resumed forthwith.

(iii) Where a contributor returns to the industry after payment of any claim, he shall, if under the age of 60 in the case of males or 55 in the case of females, be regarded as a new contributor and shall only be permitted to commence making contributions one year after returning to the industry.

(iv) If such contributor has already reached the age of 60 in the case of males or 55 in the case of females, he will not be permitted to rejoin the fund.

(v) In the event of an appointed nominee not claiming any benefit due in terms of this clause within three months of the death of a contributor, the management committee shall insert an advertisement in three successive issues of two newspapers circulating in the district in which the deceased contributor was normally resident stating the name and last known place of work of the deceased contributor and the fact that benefits are available for collection by the nominee at a place appointed by the management committee. If within three months from the date of the last insertion of such advertisement the nominee fails to claim the benefit due to him such benefit shall be paid into the estate of the deceased contributor. From any moneys payable in terms of this sub-clause shall be deducted the cost of the advertisement.

(vi) The management committee shall cause a list to be prepared as soon as possible after the 31st December of each year and within three months thereafter, showing the name of every contributor who has not been employed in the industry during the past two calendar years and who has not claimed benefits.

(vii) The management committee shall, not later than 31st March of the year following such two-year period, cause to be published a notice stating that a list of all contributors who have not claimed benefits during the past two years as stated above is available for inspection at the office of the fund and that a duplicate list is available at the office of the Trade Union.

(viii) The notice shall call upon all contributors concerned or interested persons on their behalf, to submit claims for benefits within three months and to furnish full details of the grounds on which such claims are made.

(ix) The notice shall be published in three consecutive issues of at least two newspapers circulating in the area of jurisdiction of the Industrial Council for the Clothing Industry (Natal).

(x) The management committee shall, at the next meeting following the last date upon which claims may be submitted, consider such claims and shall pay to any contributor or person empowered to receive such benefits on his behalf who has submitted a competent claim in the manner prescribed herein, such moneys not exceeding the full benefit due to the contributor, less the cost of advertising, as it may deem fit. In the event of no claim being made by or on behalf of the person whose name appears on the list, any benefits due to him shall be forfeited to the fund. The secretary shall send to the trade union aforesaid, the list herein referred to, which list shall state the name and last known place of work of the member and the benefit due.

11. ADDITIONAL BENEFITS

(i) The management committee may from time to time, increase the benefits stated herein by declaration of a bonus in the light of improvement in the finances of the fund through—

(a) accrual of interest;

(b) contributors leaving the industry before qualifying for the full 100 per cent of the employer's contributions; provided that any such bonus shall be determined only after an investigation by a public accountant into the liabilities of the fund and provided further that such bonus shall not be in excess of any amount recommended by such public accountant. Any such bonus shall be credited to contributors' accounts and shall be payable to such contributors at the same time and in addition to the benefits prescribed in clause 9.

Daarenbowe mag 'n bydraer nie benadeel word nie ten opsigte van 'n dienstyedperk wat hy tot die Fonds moes bygedra het en ten opsigte waarvan sy werkgever versuim het om bydraes aan te stuur.

(9) Vir die berekening van onttrekkingsbystand word die werklike getal weke wat daar bygedra is, in aanmerking geneem.

10. BETALING VAN BYSTAND

(i) Met uitsondering van aftreding weens bereiking van die aftreleeftyd, opsionele vroeë aftreding, opsionele laat aftreding of oorlyding, word geen bystand ten opsigte van 'n eis betaal nie tensy 'n tydperk van minstens 2 jaar verloop het vanaf die tyd waarop die betrokke persoon laas in die Nywerheid werksaam was.

(ii) Ingeval 'n bydraer tot die Nywerheid terugkeer voordat sodanige eis betaal is, verval die eis outomaties en moet die bydraes onverwyld hervat word.

(iii) Waar 'n bydraer tot die Nywerheid terugkeer nadat 'n eis betaal is, moet hy, indien onder die leeftyd van 60 jaar in die geval van mans en 55 jaar in die geval van vrouens, geag word 'n nuwe bydraer te wees en word hy alleenlik een jaar nadat hy tot die Nywerheid teruggekeer het, toegelaat om met sy bydraes te begin.

(iv) As sodanige bydraer alreeds die leeftyd van 60 jaar in die geval van mans of 55 jaar in die geval van vrouens bereik het, word hy nie toegelaat om weer by die Fonds aan te sluit nie.

(v) Ingeval 'n aangestelde benoemde nie 'n bystand wat ingevolge hierdie klousule verskuldig is, binne drie maande na die afsterwe van 'n bydraer eis nie, moet die Bestuurskomitee 'n advertensie in drie agtereenvolgende uitgawes van twee nuusblaaie wat gelees word in die distrik waarin die afgestorwe bydraer gewoonlik woonagtig was, plaas, en daarin moet die naam en laas bekende werkplek van die afgestorwe bydraer gemeld word, asook die feit dat bystand vir die benoemde beskikbaar is op 'n plek wat die Bestuurskomitee aangewys het. As die benoemde versuim om binne 3 maande vanaf die datum waarop sodanige advertensie vir die laaste keer geplaas is, die bystand te eis wat aan hom verskuldig is, moet sodanige bystand in die boedel van die afgestorwe bydraer gestort word. Die koste van die advertensie moet afgetrek word van gelde wat ingevolge hierdie subklousule betaalbaar is.

(vi) Die Bestuurskomitee moet so gou moontlik na 31 Desember elke jaar en binne 3 maande daarna 'n lys laat opstel wat die naam van elke bydraer bevat wat gedurende die afgelope 2 kalenderjare in die Nywerheid werksaam was en wat nie bystand geëis het nie.

(vii) Die Bestuurskomitee moet voor of op 31 Maart van die jaar wat op sodanige tydperk van 2 jaar volg, 'n kennisgewing laat publiseer wat meld dat 'n lys van alle bydraers wat nie gedurende die afgelope twee jaar bystand soos hierbo vermeld, geëis het nie, ter insae lê in die kantoor van die Fonds en dat 'n duplikaatlys by die kantoor van die Vakvereniging beskikbaar is.

(viii) By sodanige kennisgewing moet alle betrokke bydraers of belanghebbendes gevra word om die bystand binne 3 maande te eis en om volledige besonderhede te verstrek van die gronde waarop sodanige eise ingedien word.

(ix) Die kennisgewing moet in drie agtereenvolgende uitgawes van minstens 2 nuusblaaie wat in die regsgebied van die Nywerheidsraad vir die Klerasiennywerheid (Natal) gelees word, gepubliseer word.

(x) Die Bestuurskomitee moet op die eerste vergadering na die laaste datum waarop eise ingedien mag word, sodanige eise oorweeg en aan 'n bydraer (of persoon wat gemagtig is om sodanige bystand namens hom te ontvang) wat 'n geldige eis ingedien het op die manier hierin voorgeskryf, die gelde betaal wat hoogstens die volle bystand beloop wat aan die bydraer verskuldig is, min die advertensiekoste wat hy dienstig ag. Ingeval geen eis deur of namens die persoon wie se naam op die lys voorkom, ingedien word nie, word alle bystand wat aan hom verskuldig is, aan die Fonds verbeur. Die Sekretaris moet aan voornoemde Vakvereniging die lys stuur soos hierin bedoel, en sodanige lys moet die naam en laas bekende werkplek van die lid en die bystand wat verskuldig is, meld.

11. ADDISIONELE BYSTAND

(i) Die Bestuurskomitee kan van tyd tot tyd die bystand hierin vermeld, verhoog deur 'n bonus te verklaar in die lig van verbeterings in die finansies van die Fonds weens—

(a) rente wat opgeloopt het;

(b) bydraers wat die Nywerheid verlaat voordat hulle gekwalifiseer het vir die volle 100 persent van die werkgever se bydraes;

met dien verstande dat sodanige bonus vasgestel moet word slegs nadat 'n openbare rekenmeester ondersoek ingestel het na die laste van die Fonds en voorts met dien verstande dat sodanige bonus nie meer mag wees nie as enige bedrag wat sodanige openbare rekenmeester aanbeveel het. Die bydraers se rekenings moet met enige sodanige bonus gekrediteer word en die bonus is gelyktydig met en benewens die bystand voorgeskryf in klousule 9, aan sodanige bydraers betaalbaar.

(ii) The management committee may also use the moneys referred to in paragraphs (a) and (b) of sub-clause (i) of this clause and any interest authorised in terms of clause 7 (iii) to augment benefits to persons who have contributed to the fund for not less than 5 years and who are compelled to leave the industry permanently before reaching the retiring age on account of ill-health or incapacity, or who reach retiring age but do not qualify for past service benefits, provided that the total used in any calendar year does not exceed an amount specified for that year by the fund's actuary.

12. BENEFITS NOT TO BE CEDED OR ASSIGNED

Benefits shall not be—

- (a) capable of being ceded, assigned, transferred or made over in any way, either generally, or as security for any debt or obligation due by the contributor. The fund shall be under no obligation to recognise, acknowledge or act on any such purported cession, assignment, transfer or making over;
- (b) attached by order or process of any Court;
- (c) set off against any debt due by the person entitled to such benefits.

13. DISSOLUTION OF THE FUND

(i) In the event of the expiry of this Agreement or any extension thereof and a subsequent agreement for the continuation of the fund not being negotiated within a period of two years 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 Management Committee as though the contributors had left the Industry. The fund shall during the said period of two years or until such time as it is transferred to any other fund referred to above, be administered by the management committee. In the event of the Fund being liquidated as provided above, a list of the names of those contributors whose whereabouts cannot be traced shall be published by the Management Committee in three newspapers circulated in the area of the jurisdiction of the Industrial Council for the Clothing Industry (Natal). Such list shall include the last known home address of each contributor and the amounts due in each case. In the event of no claim being made by a person or persons whose names appear in the list published within 6 months of such publication, the moneys due to them shall be forfeited to the Fund.

(ii) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this agreement is binding in terms of section thirty-four (2) of the Act, the fund shall continue to be administered by the management committee in office at the time. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustees shall possess all the powers of the committee for such purpose. In the event of there being no Council in existence the Fund shall upon the expiration of this Agreement be liquidated by the committee functioning in terms of this sub-clause, or the trustees or trustees as the case may be, in the manner set forth in sub-clause (iii) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

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

14. AGENTS

The Council may appoint one or more persons to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such person(s) to enter his establishment and to institute such enquiries and to examine such documents, books, wage sheets and pay envelopes and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

15. EXEMPTIONS

The Council may grant exemption conditionally or otherwise from any of the provisions of this Agreement or in respect of any person for any good or sufficient reason.

(ii) Die Bestuurskomitee kan ook die gelde wat in paragrawe (a) en (b) van subklousule (i) van hierdie klousule bedoel word en alle rente wat ooreenkomstig klousule 7(iii) gemagtig is, gebruik om die bystand aan persone wat vir minstens 5 jaar tot die Fonds bygedra het en wat weens swak gesondheid of onvermoë om te werk, verplig word om die Nywerheid vir goed te verlaat voordat hulle die aftreeleeftyd bereik of wat die aftreeleeftyd bereik maar nie vir bystand ten opsigte van vorige diens in aanmerking kom nie; met dien verstande dat die totaal wat in enige kalenderjaar aangewend word, nie 'n bedrag wat vir daardie jaar deur die Fonds se aktuaris gespesifiseer is, te bowe mag gaan nie.

12. BYSTAND MAG NIE GESEDEER OF AFGESTAAN WORD NIE

Bystand mag nie—

- (a) gesedeer, afgestaan, oorgedra of op enige manier oorge-maak word nie, hetsy in die algemeen of as sekuriteit vir enige skuld verskuldig of verbintenis aangegaan deur die bydraer. Die Fonds is onder geen verpligting om sodanige beweerde sederling, afstand, oordrag of oormaking te erken of daarvolgens te handel nie;
- (b) beslag op gelê word by wyse van 'n bevel of proses van 'n hof nie;
- (c) in mindering gebring word nie teen 'n skuld wat verskuldig is deur die persoon wat op sodanige bystand geregtig is.

13. ONTBINDING VAN DIE FONDS

(i) Ingeval hierdie Ooreenkoms of 'n verlenging daarvan verval en 'n latere ooreenkoms vir die voortsetting van die Fonds nie binne 'n tydperk van 2 jaar vanaf die datum van sodanige verval aangegaan word nie of ingeval die Fonds nie deur die Raad binne sodanige tydperk aan 'n ander fonds wat vir dieselfde doel as dié waarvoor die oorspronklike Fonds gestig is, oorgedra word nie, moet die Fonds deur die Bestuurskomitee gelikwedeer word asof die bydraers die Nywerheid verlaat het. Die Fonds moet gedurende genoemde tydperk van 2 jaar of tot tyd en wyl dit na die ander fonds hierbo bedoel, oorgedra word, deur die Bestuurskomitee geadminestreer word. Ingeval die Fonds gelikwedeer word, soos hierbo bepaal, moet 'n lys van die name van daardie bydraers wie se tuis- of adres nie opgespoor kan word nie, deur die Bestuurskomitee gepubliseer word in drie koerante wat in die regsgebied van die Nywerheidsraad vir die Klerasiennywerheid (Natal) sirkuleer. Sodanige lys moet die jongs bekende huisadres van elke bydraer noem en die bedrae in iedere geval verskuldig. Ingeval geen eis deur 'n persoon of persone wie se name in die lys voorkom binne 6 maande van sodanige publikasie, ingestel word nie, word die geld aan hulle verskuldig, aan die Fonds verbeur.

(ii) Ingeval die Raad ontbind of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds nog deur die Bestuurskomitee wat as dan aan die bewind is, geadminestreer word. 'n Vakature wat in die Komitee ontstaan, kan deur die Registrateur uit die geleedere van die werkgewers of die werknemers, na gelang van die geval, gevul word ten einde te verseker dat daar ewe veel werkgewers- en werknemers-verteenwoordigers in die Komitee is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooiepunt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, mag die Registrateur 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustees het vir sodanige doel al die bevoegdhede van die Komitee. As daar geen Raad bestaan nie moet die Fonds by die verstryking van hierdie Ooreenkoms deur die Komitee wat kragtens hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, gelikwedeer word op die manier voorgeskryf in subklousule (iii) van hierdie klousule, en as die sake van die Raad by die verstryking van die Ooreenkoms reeds gelikwedeer en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig die bepalings van artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(iii) By die likwidasie van die Fonds ooreenkomstig subklousule (i) van hierdie klousule, moet die gelde wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasielaste, betaal is, in die algemene fondse van die Raad gestort word.

14. AGENTE

Die Raad kan een of meer persone aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer om sodanige persoon/persone toe te laat om sy bedryfsinrigting te betree en om dié navrae te doen en dié dokumente, boeke, loonstate en loonkoevertte te ondersoek en dié persone te ondervra wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

15. VRYSTELLINGS

Die Raad kan om 'n afdoende rede vrystelling van 'n bepaling van hierdie Ooreenkoms of ten opsigte van 'n persoon voorwaardelik of op 'n ander manier verleen.

16. INDEMNITY

The members of the management committee and their alternates and the members of the Council's executive committee and the members of any sub-committee shall not be liable for any loss to the Fund arising by reason of any improper investment made in good faith or by reason of any act in their bona fide administration of the fund or by reason of the negligence or fraud of any agent or employee who may be employed although the employment of such agent or employee was not strictly necessary or by reason of any act of omission made in good faith by such members or alternates or by reason of any other matter or thing save individual wilful or fraudulent wrongdoing on the part of such members or alternates who are sought to be made liable. Any such member or alternate shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings whether civil or criminal arising out of an allegation involving bad faith in which judgment is given in his favour or in which he is acquitted.

17. EXHIBITION OF AGREEMENT

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

Signed at Durban on behalf of the parties this 15th day of October, 1967.

H. BOLTON,
Chairman.
I. PHILIPS,
Vice-Chairman.
H. P. TREVELYAN,
Secretary.

ANNEXURE A

The Secretary,
The Management Committee,
Clothing Industry, Natal, Provident Fund,
P.O. Box 1331,
Durban.

APPLICATION FOR WITHDRAWAL BENEFITS BY
CONTRIBUTORS UNDER THE AGE OF
50 (FEMALE) OR 55 (MALE)

Surname Formerly

First Names

Present Address

Date of Birth Record of Service Card No.

Nominee

Address of Nominee

I have left the employ of Messrs.
and have no intention of obtaining employment in the Clothing
Industry in Natal for the following reasons:—

.....

.....

I hereby claim refund of my contributions plus such percentage
as may have accrued to me.

I understand that should I return to the Industry at any time
in the future I shall not be entitled to belong to the Provident
Fund except to the extent provided in the Agreement in respect
of new contributors and that I shall have no claim for past
service benefits.

Witness Signature

Date

N.B.—Claims by persons under the age of 50 (female) and 55
(male) can only be paid two years after such persons
were last employed in the Industry.

16. VRYWARING

Die lede van die Bestuurskomitee en hul sekondusse en die lede van die Raad se Uitvoerende Komitee en die lede van 'n subkomitee is nie aanspreeklik nie vir 'n verlies uit die Fonds as gevolg van 'n onbehoorlike belegging wat te goeder trou gedoen is of as gevolg van 'n daad wat in die *bona fide* administrasie van die Fonds verrig is of as gevolg van die nalatigheid of bedrog van 'n agent of werknemer wat in diens mag wees hoewel die indiensneming van so 'n agent of werknemer nie streng noodsaaklik was nie of as gevolg van 'n daad of versuim, te goeder trou, van sodanige lede of sekondusse of as gevolg van 'n ander saak of ding, uitgesonderd individuele moedswillige of bedrieglike optrede van die kant van sodanige lede of sekondusse wat, soos gepoog mag word, aanspreeklik gehou word. Elke sodanige lid of sekondus moet deur die Fonds vergoed word vir enige aanspreeklikheid wat hy aangegaan het om hom te verweer in enige geding, hetsy siviël of krimineel, wat voortspruit uit 'n bewering dat daar te kwader trou gehandel is en waarin die uitspraak in sy guns is of hy onskuldig bevind word.

17. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf in die regulasies kragtens die Wet, op 'n plek wat vir sy werknemers gereedlik toeganklik is, in elkeen van sy bedryfsinrigtings vertoon.

Op hede die 15de dag van Oktober 1967 te Durban namens die partye onderteken.

H. BOLTON,
Voorsitter.
I. PHILIPS,
Ondervoorsitter.
H. P. TREVELYAN,
Sekretaris.

AANHANGSEL A

Die Sekretaris,
Bestuurskomitee,
Voorsorgfonds vir die Klerasiennywerheid,
Natal,
Posbus 1331,
Durban.

AANSOEK OM 'ONTTREKKINGSBYSTAND DEUR BY-
DRAERS ONDER DIE LEEFTYD VAN 50 (VROUENS) OF
55 (MANS) JAAR

Van Voorheen

Voornaam

Huidige adres

Geboortedatum Diensrekordkaartnommer

Benoemde

Adres van benoemde

Ek het die diens van die firma
verlaat en het geen voorneme om weer werk in die Klerasiennywerheid in Natal te aanvaar nie, en wel om die volgende redes:—

.....

.....

Ek eis hierby terugbetaling van my bydraes plus dié persentasie wat my mag toekom.

Ek begryp dat, as ek te eniger tyd tot die Nywerheid sou terugkeer, ek nie daarop geregtig sal wees om aan die Voorsorgfonds te behoort nie, behalwe in dié mate waarvoor daar in die Ooreenkoms voorsiening gemaak word vir nuwe bydraers, en dat ek geen eis vir bystand ten opsigte van vorige diens kan instel nie.

Getuie Handtekening

Datum

L.W.—Eise deur persone onder die leeftyd van 50 (vrouens) en 55 (mans) jaar kan alleenlik 2 jaar nadat sodanige persoon laas in die Nywerheid werksaam wat, uitbetaal word.

ANNEXURE B

The Secretary,
The Management Committee,
Clothing Industry, Natal, Provident Fund,
P.O. Box 1331,
Durban.

APPLICATION FOR OPTIONAL EARLY RETIREMENT
BENEFITS

Surname Formerly
First Names
Present Address
Date of Birth Record of Service Card No.
Nominee
Address of Nominee

Having reached the age of and having left the
Industry permanently, I hereby apply for early retirement
benefits.

I have no intention of obtaining employment in the Clothing
Industry in Natal and understand that should I return to the
Industry at any time in the future I shall not be admitted to
the Provident Fund and shall have no further claim on the
Fund whatsoever.

My last employment in the Industry was with Messrs.
..... and I attach my birth/
baptismal certificate in support of this application.

Witness Signature
Date

N.B.—In the case of persons who were members of the Garment
Workers' Industrial Union, Natal, Provident Fund for a
period of 3½ years or longer, an application for Past
Service Benefits must also be attached.

ANNEXURE C

The Secretary,
The Management Committee,
Clothing Industry, Natal, Provident Fund,
P.O. Box 1331,
Durban.

APPLICATION FOR RETIREMENT BENEFITS

Surname Formerly
First Names
Present Address
Date of Birth Record of Service Card No.
Nominee
Address of Nominee

Having reached the age of I hereby claim the
retirement benefits due to me.

I was/was not a member of the Garment Workers' Industrial
Union Provident Fund.

I understand that payment by the Fund of moneys due to me
in terms of this application is no bar to my continued employ-
ment in the Industry but that I shall on receipt of such moneys
have no further claim on the Fund.

Witness Signature
Date

N.B.—In the case of persons who were members of the Garment
Workers' Industrial Union, Natal, Provident Fund, an
application for Past Service Benefits must be attached.

AANHANGSEL B

Die Sekretaris,
Bestuurskomitee,
Voorsorgsfonds vir die Klerasiennywerheid, Natal,
Posbus 1331,
Durban.

AANSOEK OM BYSTAND BY OPSIONELE VROEË
AFTREDING

Van Voorheen
Voorname
Huidige adres
Geboortedatum Diensrekordkaartnommer
Benoemde
Adres van benoemde

Aangesien ek die leeftyd van bereik het en
die Nywerheid vir goed verlaat het, doen ek hierby aansoek om
voordele by vroeë aftreding.

Ek het geen voorneme om weer werk in die Klerasiennywerheid
in Natal te aanvaar nie en begryp dat, as ek te eniger tyd tot
die Nywerheid sou terugkeer, ek nie tot die Voorsorgsfonds toe-
gelaat sal word nie en dat ek hoegenaamd geen verdere eis teen
die Fonds sal hê nie.

My laaste werk in die Nywerheid was by die firma
en ek heg my geboorte-/doopsertifikaat aan ter staving van
hierdie aansoek.

Getuie Handtekening
Datum

L.W.—In die geval van persone wat vir 'n tydperk van 3½ jaar of
langer lede van die Voorsorgsfonds van die Garment
Workers' Industrial Union, Natal, was, moet 'n aansoek
om voordele vir vorige diens ook aangeheg word.

AANHANGSEL C

Die Sekretaris,
Bestuurskomitee,
Voorsorgsfonds vir die Klerasiennywerheid (Natal),
Posbus 1331,
Durban.

AANSOEK OM AFTREDINGSBYSTAND

Van Voorheen
Voorname
Huidige adres
Geboortedatum Diensrekordkaartnommer
Benoemde
Adres van benoemde

Aangesien ek die leeftyd van bereik het, eis
ek hierby die aftredingsbystand wat aan my verskuldig is.

Ek was lid/nie lid nie van die Voorsorgsfonds van die Garment
Workers' Industrial Union.

Ek begryp dat betaling deur die Fonds van gelde wat uit
hoofde van hierdie aansoek aan my verskuldig is, my nie belet
om steeds in die Nywerheid werksaam te wees nie maar dat ek
by ontvangs van sodanige gelde geen verdere eis teen die Fonds
het nie.

Getuie Handtekening
Datum

L.W.—In die geval van persone wat lid van die Voorsorgsfonds
van die Garment Workers' Industrial Union, Natal, was,
moet 'n aansoek om bystand ten opsigte van vorige diens
aangeheg word.

ANNEXURE D

The Secretary,
The Management Committee,
Clothing Industry, Natal, Provident Fund,
P.O. Box 1331,
Durban.

APPLICATION FOR PAST SERVICE BENEFITS

Surname
First Names
Present Address
Record of Service Card No.
Date of Application for Retirement Benefits
Length of Membership of Provident Fund years
..... months days.

I hereby certify that my total record of employment in the Clothing Industry within the area of jurisdiction of the Council is as detailed on my Record of Service Card:—

Firm	Period	Years	Months	Days
.....	from to .....	.....	.....	.....
.....	from to .....	.....	.....	.....
.....	from to .....	.....	.....	.....
.....	from to .....	.....	.....	.....
.....	from to .....	.....	.....	.....
Total	.....	.....	.....	.....

I attach the following testimonials/documents as proof in support of this application:—

Witness Signature
Date

ANNEXURE E

The Secretary,
The Management Committee,
Clothing Industry, Natal, Provident Fund,
P.O. Box 1331,
Durban.

APPLICATION FOR DISABILITY BENEFITS

Surname Formerly
First Names
Present Address
Date of Birth Record of Service Card No.
Nominee
Address of Nominee

I hereby declare that I have left the employ of Messrs.
..... owing to ill-health/incapacity of
a nature that will preclude me from obtaining employment in
the Clothing Industry in Natal.

I hereby claim the moneys due to me in terms of the Provident Fund Agreement.

The disability I am suffering from is (give brief description)

A medical certificate in support of this application is attached.
Witness Signature
Date

N.B.—In the case of persons who were members of the Garment Workers' Industrial Union, Natal, Provident Fund, an application for Past Service Benefits must also be attached.

AANHANGSEL D

Die Sekretaris,
Bestuurskomitee,
Voorsorgsfonds vir die Klerasiennywerheid (Natal),
Posbus 1331,
Durban.

AANSOEK OM BYSTAND TEN OPSIGTE VAN VORIGE DIENS

Van
Voorname
Huidige adres
Diensrekordkaartnommer
Datum van aansoek om aftredingsbystand
Hoe lank lid van die Voorsorgsfonds jaar,
..... maande dae.

Ek sertifiseer hierby dat my totale diensrekord in die Klerasiennywerheid in die regsgebied van die Raad is soos op my diensrekordkaart uiteengesit:—

Firma	Tydperk	Jaar	Maande	Dae
.....	van tot .....	.....	.....	.....
.....	van tot .....	.....	.....	.....
.....	van tot .....	.....	.....	.....
.....	van tot .....	.....	.....	.....
.....	van tot .....	.....	.....	.....
.....	van tot .....	.....	.....	.....
Totaal	.....	.....	.....	.....

Ek heg ondergenoemde getuigskrifte/dokumente aan as bewys ter staving van hierdie aansoek:—

Getuie Handtekening
Datum

AANHANGSEL E

Die Sekretaris,
Bestuurskomitee,
Voorsorgsfonds vir die Klerasiennywerheid (Natal),
Posbus 1331,
Durban.

AANSOEK OM ONGESKIKHEIDSBYSTAND

Van Voorheen
Voorname
Huidige adres
Geboortedatum Diensrekordkaartnommer
Benoemde
Adres van benoemde

Ek verklaar hierby dat ek die diens van die firma verlaat het weens swak gesondheid/onvermoë om te werk, naamlik onvermoë van 'n aard wat my sal verhinder om werk in die Klerasiennywerheid in Natal te verkry.

Ek eis hierby die gelde wat ooreenkomstig die Voorsorgsfonds-ooreenkoms aan my verskuldig is.

Die ongeskiktheid waaraan ek ly, is (gee 'n kort beskrywing)

'n Geneeskundige sertifikaat ter staving van hierdie aansoek word aangeheg.

Getuie Handtekening
Datum

L.W.—In die geval van persone wat lid van die Voorsorgsfonds van die Garment Workers' Industrial Union, Natal, was, moet 'n aansoek om bystand ten opsigte van vorige diens aangeheg word.

ANNEXURE F

The Secretary,
The Management Committee,
Clothing Industry, Natal, Provident Fund,
P.O. Box 1331,
Durban.

APPLICATION TO RETAIN RIGHT TO CONTRIBUTE

Surname Formerly
First Names
Address
Record of Service Card No.
Employed at
Having reached the age of (55, female; 60, male)
I hereby apply to retain the right to contribute until the age
specified in clause 6 (i) of the Provident Fund Agreement.
Witness Signature
Date

ANNEXURE G

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(NATAL)

PROVIDENT FUND

APPOINTMENT OF NOMINEE TO RECEIVE BENEFITS

1. I, the undersigned member
.....
(Name of Contributor in block letters)

Record of Service Card No.
hereby appoint as my Nominee
.....

(Full Name and Address of Nominee in block letters)
in terms of the Rules of the Provident Fund to receive any
benefits which may accrue from the said Fund by reason of my
death, and I agree that no alteration in the appointment of the
Nominee shall be recognised by the Provident Fund unless
notification thereof shall have been given by me in writing to
the Secretary of the Fund, P.O. Box 1331, Durban.

2. I indemnify the Council as represented by the Manage-
ment Committee of the said Fund against any claim by the
representative of my deceased Estate or by any person whatso-
ever for payment of any benefits from the said Fund provided
that payment is made to my Nominee in terms hereof.

3. In the event of the aforesaid Nominee predeceasing me
then I authorise that payment be made to the representative of
my Estate and the Provident Fund shall thereupon be discharged
completely from liability to make payment of any such benefit
to my Nominee or other person whatsoever.

Dated at this day of 19

Signature of Contributor

Address of Contributor
.....

As Witnesses:

1
2

AANHANGSEL F

Die Sekretaris,
Bestuurskomitee,
Voorsorgsfonds vir die Klerasienywerheid (Natal),
Posbus 1331,
Durban.

AANSOEK OM BEHOUD VAN REG OM BY TE DRA

Van Voorheen
Voornamen
Adres
Diensrekordkaartnommer
Werkzaam te
Aangesien ek die leeftyd van (55 in die geval van
vrouens; 60 in die geval van mans) bereik het, doen ek hierby
aansoek om die reg te behou om by te dra tot bereiking van
die leeftyd gespesifiseer in klousule 6 (i) van die Voorsorgsfonds-
ooreenkoms.
Getuie Handtekening
Datum

AANHANGSEL G

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(NATAL)

VOORSORGSFONDS

AANSTELLING VAN BENOEMDE OM BYSTAND TE
ONTVANG

1. Ek, die ondergetekende lid
.....
(Naam van bydraer in blokletters)

Diensrekordkaartnommer
stel

(Volle naam en adres van benoemde in blokletters)

as my benoemde ooreenkomstig die Reëls van die Voorsorgsfonds
aan om die bystand te ontvang wat as gevolg van my oorlyde
uit genoemde Fonds betaalbaar mag wees en stem daarmee in
dat geen verandering van die benoemde deur die Voorsorgsfonds
erken sal word nie tensy ek skriftlik kennis daarvan gegee het
aan die Sekretaris van die Fonds, Posbus 1331, Durban.

2. Ek vrywaar die Raad soos deur die Bestuurskomitee van
genoemde Fonds verteenwoordig, van enige eis deur die ver-
teenwoordiger van my bestorwe boedel of deur enigeen wie ook al
ingestel vir betaling van bystand uit genoemde Fonds, mits
sodanige bystand ooreenkomstig die bepalings hiervan aan my
benoemde betaal word.

3. Ingeval voornoemde benoemde voor my te sterwe kom,
verleen ek magtiging dat die bystand aan die verteenwoordiger
van my boedel betaal word, en wanneer dit geskied, is die
Voorsorgsfonds geheel en al onthef van die aanspreeklikheid om
sodanige bystand aan my benoemde of 'n ander persoon, wie ook
al, te betaal.

Gedateer te op hede die dag
van 19.....

Handtekening van bydraer.....

Adres van bydraer.....
.....

Getuies:

1
2

No. R.729.]

[3rd May, 1968.

INDUSTRIAL CONCILIATION ACT, 1956.

CLOTHING INDUSTRY, NATAL.

EDUCATIONAL TRUST FUND AGREEMENT

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 Clothing Industry, shall be binding from 25 May 1968 and for the period ending 24 May 1971 upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 and 2, shall be binding from 25 May 1968 and for the period ending 24 May 1971 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 Districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela and from 25 May 1968 and for the period ending 24 May 1971 the provisions of the said Agreement, excluding those contained in clauses 1 and 2, 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.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL)

AGREEMENT

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

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

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

No. R.729.]

[3 Mei 1968.

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, NATAL

OPVOEDKUNDIGE TRUSTFONDSOOREENKOMS

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

- (a) kragtens artikels 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 Klerasienywerheid betrekking het, vanaf 25 Mei 1968 en vir die tydperk wat op 24 Mei 1971 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 en 2, vanaf 25 Mei 1968 en vir die tydperk wat op 24 Mei 1971 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 landdrostdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Lower Tugela; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 en 2, vanaf 25 Mei 1968 en vir die tydperk wat op 24 Mei 1971 eindig, in die landdrostdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Lower Tugela *mutatis mutandis* bindend is vir alle Bantoes in diens in 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.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL)

OOREENKOMS

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

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

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

1. SCOPE OF APPLICATION

The terms of this Agreement shall be observed in the Magisterial Districts of Durban, Pinetown, Inanda, Pietermaritzburg and Lower Tugela by all employers in the Clothing Industry who are members of the employers' organisation and all employees in the said Industry who are members of the trade union.

2. PERIOD OF OPERATION

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

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, as amended, or the Main Agreement shall have the same meaning as in those measures, and unless the contrary intention appears, words importing the masculine gender shall include female; further, unless inconsistent with the context—

"auditor" shall mean a public accountant registered as an accountant and auditor under Section 23 of the Accountants' and Auditors' Act of 1951;

"fund" means the Educational Trust Fund provided for under clause 4 of this Agreement;

"Main Agreement" means the Agreement published under Government Notice No. R.727 of 3rd May, 1968;

"member" means an employee who contributes to the fund in terms of clause 7 of this agreement or any person who may be admitted to membership of the fund in terms of clause 6 (1) and (2);

"Secretary" means the Secretary of the Council and includes any official appointed to act in the absence of the Secretary.

4. EDUCATIONAL TRUST FUND

The Fund established in terms of the agreement published under Government Notice No. R.1386 of the 23rd September 1966, for the purpose of providing benefits to contributors as provided in this Agreement and known as the Clothing Industry (Natal) Educational Trust Fund, hereinafter referred to as "the Fund" is hereby continued.

The fund shall consist of—

- contributions paid into the fund in accordance with the provisions of Clause 7 of this Agreement;
- interest derived from the investment of any moneys of the fund;
- any other moneys to which the fund may become entitled.

5. ESTABLISHMENT AND FUNCTIONS OF MANAGEMENT COMMITTEE

(i) The administration of the fund shall be vested in a management committee, consisting of two employers' representatives and two employees' representatives appointed by the Industrial Council for the Clothing Industry (Natal) in terms of clause 9 (6) of the Constitution of the Council at a duly constituted meeting of the Council, together with the Chairman and Vice-Chairman of the Council who shall be *ex officio* members of the management committee.

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

(iii) Two employers' representatives and two employees' representatives shall constitute a quorum and all matters shall be determined by a majority of votes. The Chairman shall have a deliberative vote only. Alternates of members who are absent may be counted as full representatives for the purpose of a quorum and if no quorum is present within 30 minutes of the time fixed, the meeting will stand adjourned to a date not later than seven days thereafter fixed by the Chairman. At the meeting held by virtue of such adjournment, of which members shall be given written notice, those present shall form a quorum. For the purpose of a quorum, the Chairman and Vice-Chairman of the Council shall, if present, be regarded as representatives.

(iv) All expenses of administration shall be a charge on the fund.

(v) The management committee shall have power to—

- sanction all payments and expenditure on behalf of the fund;
- engage and dismiss paid servants of the fund, fix their remuneration, and define their duties;
- supervise the working of any sub-committee appointed in terms of paragraph (d);
- appoint sub-committees to help in the administration of the fund;
- perform all such other duties as the committee may deem necessary or desirable for the proper administration of the fund.

1. TOEPASSINGSBESTEK

Die bepalinge van hierdie Ooreenkoms moet in die landdrosdistrikte Durban, Pinetown, Inanda, Pietermaritzburg en Lower Tugela nagekom word deur alle werkgewers in die Klerasiennywerheid wat lede van die werkgewersorganisasie is en deur alle werknemers in genoemde nywerheid wat lede van die vakvereniging is.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 (1) van die Wet mag vasstel en bly van krag vir drie jaar of vir die tydperk wat hy mag bepaal.

3. WOORDOMSKEYWINGS

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

„ouditeur” ’n openbare rekenmeester wat as ’n rekenmeester en ouditeur geregistreer is ingevolge artikel 23 van die Wet op Openbare Rekenmeesters en Ouditers, 1951;

„Fonds” die Opvoedkundige Trustfonds wat kragtens klousule 4 van hierdie Ooreenkoms ingestel is;

„Hoof-ooreenkoms” die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R.727 van 3 Mei 1968;

„lid” ’n werknemer wat ingevolge klousule 7 van hierdie Ooreenkoms tot die Fonds bydra of enigeen wat ingevolge klousule 6 (1) en (2) as lid van die Fonds toegelaat mag word;

„Sekretaris” die Sekretaris van die Raad en ook ’n beamppte wat aangestel is om in die afwesigheid van die Sekretaris te ageer.

4. OPVOEDKUNDIGE TRUSTFONDS

Die Fonds ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R.1386 van 23 September 1966 met die doel om bystand te verleen aan bydraers soos in hierdie Ooreenkoms bepaal, en bekend as die Opvoedkundige Trustfonds van die Klerasiennywerheid (Natal), hieronder die „Fonds” bedoel, word hierby voortgesit.

Die Fonds bestaan uit—

- bydraes wat ooreenkomstig klousule 7 van hierdie Ooreenkoms in die Fonds gestort word;
- rente ontvang uit die belegging van gelde van die Fonds;
- alle ander gelde waarop die Fonds geregtig mag word.

5. INSTELLING EN FUNKSIES VAN BESTUURSKOMITEE

(i) Die administrasie van die Fonds berus by ’n bestuurskomitee wat bestaan uit twee werkgewers- en twee werknemersverteenvoerders wat deur die Nywerheidsraad vir die Klerasiennywerheid (Natal) kragtens klousule 9 (6) van die Konstitusie van die Raad aangestel is op ’n behoorlik gekonstitueerde vergadering van die Raad, tesame met die Voorsitter en Ondervoorsitter van die Raad wat amptshalwe lede van die Bestuurskomitee is.

(ii) Vir elke verteenwoordiger moet daar ’n sekondus aangestel word.

(iii) Twee werkgewers- en twee werknemersverteenvoerders maak ’n kworum uit, en daar word by wyse van ’n meerderheid van stemme oor alle sake besluit. Die Voorsitter het slegs ’n beraadslagende stem. Die sekondusse van lede wat afwesig is, kan vir die doel van ’n kworum geag word volle verteenwoordigers te wees, en as daar nie binne 30 minute vanaf die vasgestelde tyd ’n kworum teenwoordig is nie, moet die vergadering verdaag word tot ’n datum, nie later as 7 dae daarna nie, wat deur die Voorsitter bepaal word. Op die vergadering wat uit hoofde van sodanige verdagging gehou word, waarvan die lede skriftelik in kennis gestel moet word, maak diegene wat teenwoordig is, ’n kworum uit. Vir die doel van ’n kworum word die Voorsitter en Ondervoorsitter van die Raad, indien teenwoordig, geag verteenwoordigers te wees.

(iv) Alle administrasiekoste word deur die Fonds gedra.

(v) Die Bestuurskomitee besit die bevoegdheid—

- om alle betalings en uitgawes namens die Fonds goed te keur;
- om besoldigde dienaars van die Fonds in diens te neem en te ontslaan, hul besoldiging vas te stel en hul pligte te omskryf;
- om toesig te hou oor die werk van enige subkomitee wat ingevolge paragraaf (d) aangestel is;
- om subkomitees aan te stel om met die administrasie van die Fonds te help;
- om al die ander pligte te verrig wat die Komitee nodig of wenslik vir die behoorlike administrasie van die Fonds mag ag.

6. MEMBERSHIP

(1) Employees, other than directors, travellers or clerical employees, who contribute to the fund in terms of clause 7 of this Agreement shall be members of the fund.

(2) Persons other than those referred to in sub-clause (1) hereof who are engaged in or directly connected with the Industry may in the discretion of the Management Committee be admitted to membership of the fund and the provisions of this Agreement shall *mutatis mutandis* apply to any person so admitted; provided that such person shall be required to contribute not less than the combined contribution of employees and employers as prescribed in clause 7 of this Agreement.

7. CONTRIBUTIONS

(i) For the purpose of the fund each employer shall deduct from the wages of each of his employees, other than directors, travellers or clerical employees, for whom wages are prescribed in the Main Agreement for the Clothing Industry (Natal) the sum of ½c per week.

(ii) To the amount so deducted the employer shall add ½ cent per week in the case of each of his employees and shall forward month by month but not later than the tenth day of each month the total sum to the Secretary of the Council.

(iii) Such total sum must be accompanied by a list showing the name and address of the employer and the Record of Service Card number of employees from whose wages deductions are made, the amount of each deduction and the total amount of the employer's contribution.

(iv) In the case of the first such payment by any employer the sum must be accompanied by a statement showing the full names and address of each member.

(v) The employer shall each month notify the fund of all members who have been absent without pay for four or more consecutive pay weeks.

(vi) An employer shall not deduct the whole or any part of his own contributions from the earnings of a member or receive any consideration from the member in respect of such contribution.

8. FINANCE

(i) All moneys received by the fund shall be deposited in a banking account opened in the name of the fund. An official receipt shall be issued for all moneys received into the fund and payments from the fund shall be by cheque signed by such persons as may, from time to time, be authorised by the management committee.

(ii) Any money not immediately required to meet current charges upon the fund shall not be invested otherwise than in—

- (a) stock of the Government of the Republic of South Africa;
- (b) National Savings Certificates;
- (c) Post Office saving accounts or certificates;
- (d) Savings accounts, permanent shares or fixed deposits in building societies, or banks; or in any other manner approved by the Registrar.

(iii) The management committee shall appoint an auditor whose remuneration shall be paid out of the fund.

(iv) The Council shall cause full and true accounts of the fund to be kept and shall cause to be prepared a bi-annual account for the periods ending on the 30th June and 31st December of each year of all the revenue and expenditure of the fund, and a statement shall be certified by the auditor and countersigned by the Chairman of the Council and shall within three months after the close of the period to which it relates, be transmitted to the Secretary for Labour, together with any report made thereon by the said auditor.

9. BENEFITS

(a) The object of the Educational Trust Fund is to provide financial assistance for the education of the children of members of the Fund.

(b) No benefits shall be paid out until the capital of the fund has reached a minimum of R500 and no benefits shall be paid out should the funds ever drop below that level.

(c) The initial benefits to be given to persons described in sub-clause (a) above shall be for the purpose of assisting in the education of children from Standard VI to Standard X and should the necessary funds be available at a later date, to assist in the cost of education of children over Standard X and under Standard VI.

6. LIDMAATSKAP

(1) Werknemers, uitgesonderd direkteure, handelsreisigers of klerke, wat ingevolge klousule 7 van hierdie Ooreenkoms tot die Fonds bydra, is lede van die Fonds.

(2) Ander persone as diegene bedoel in subklousule (1) hiervan, wat betrokke is by of regstreeks verbonde is aan die Nywerheid, kan na goedvinde van die Bestuurskomitee as lede van die Fonds toegelaat word, en die bepaling van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op 'n persoon wat aldus toegelaat word; met dien verstande dat daar van sodanige persoon vereis word om minstens die gekombineerde bydrae van die werkgewer en die werknemer, soos in klousule 7 van hierdie Ooreenkoms voorgeskryf, by te dra.

7. BYDRAES

(i) Vir die doel van die Fonds moet elke werkgewer van die loon van elkeen van sy werknemers, uitgesonderd direkteure, handelsreisigers of klerke, vir wie lone in die Hofooreenkoms vir die Klerasienywerheid (Natal) voorgeskryf word, die bedrag van ½c per week aftrek.

(ii) By die bedrag aldus afgetrek, moet die werkgewer ½c per week voeg in die geval van elkeen van sy werknemers en die totale bedrag maand na maand, en wel voor of op die tiende dag van elke maand, aan die Sekretaris van die Raad stuur.

(iii) Sodanige totale bedrag moet vergesel gaan van 'n lys waarin die naam en adres van die werkgewer, die diensrekord-kaartnommer van die werknemer van wie se loon die bedrag afgetrek is, die bedrag van elke aftrekking en die totale bedrag wat die werkgewer bydra, gemeld word.

(iv) In die geval van die eerste sodanige betaling deur 'n werkgewer moet die bedrag vergesel gaan van 'n staat wat die volle name en adresse van elke lid meld.

(v) Die werkgewer moet die Fonds elke maand in kennis stel van alle lede wat vir vier of meer agtereenvolgende loonweke sonder besoldiging afwesig was.

(vi) 'n Werkgewer mag nie sy hele bydrae of 'n deel daarvan van die verdienste van 'n lid aftrek nie en mag ook geen teenprestasie ten opsigte van sodanige bydrae van die lid ontvang nie.

8. FINANSIES

(i) Alle gelde wat deur die Fonds ontvang word, moet gedeponeer word in 'n bankrekening wat op naam van die Fonds geopen moet word. 'n Amptelike kwitansie moet uitgereik word vir alle gelde wat in die Fonds ontvang word, en betalings uit die Fonds geskied per tjek wat onderteken moet word deur dié persone wat van tyd tot tyd deur die Bestuurskomitee daartoe gemagtig mag word.

(ii) Alle gelde wat nie onmiddellik nodig is om die lopende koste van die Fonds te bestry nie, mag nie op 'n ander wyse belê word nie as in—

- (a) effekte van die Regering van die Republiek van Suid-Afrika;
- (b) Nasionale Spaarsertifikate;
- (c) Posspaarbankrekenings of -sertifikate;
- (d) spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke of op enige ander manier wat die Registrateur goedkeur.

(iii) Die Bestuurskomitee moet 'n ouditeur aanstel wie se besoldiging uit die Fonds betaal moet word.

(iv) Die Raad moet ten volle en noukeurig laat boekhou van die Fonds en moet twee maal per jaar vir die tydperke eindigende 30 Junie en 31 Desember elke jaar, 'n rekening laat opstel van al die inkomste en uitgawes van die Fonds, en 'n staat moet deur die ouditeur onderteken en deur die Voorsitter van die Raad mede-onderteken word en moet binne drie maande na die sluiting van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid gestuur word tesame met enige verslag daaroor deur genoemde ouditeur.

9. BYSTAND

(a) Die oogmerk van die Opvoedkundige Trustfonds is om finansiële hulp te verleen by die onderrig van kinders van lede van die Fonds.

(b) Geen bystand word betaal nie totdat die kapitaal van die Fonds minstens R500 bedra, en geen bystand word betaal nie indien die fondse tot minder as R500 daal.

(c) Die oogmerk van die aanvanklike bystand wat verleen moet word aan persone wat in subklousule (a) hierbo bedoel word, is om hulp te verleen by die onderrig van kinders van Standaard VI af tot Standaard X en, indien die nodige fondse later beskikbaar sou wees, om hulp te verleen in verband met die koste verbonde aan die onderrig van kinders oor Standaard X en onder Standaard VI.

(d) All applications for assistance from the fund shall be considered by the Management Committee on their merits and in their absolute discretion.

(e) The benefits to be provided may take the form of payments in connection with scholarships, bursaries, free tuition with or without free or partially free board and lodging, and the maximum benefits payable in any one month per member shall not exceed R50 (fifty rand).

10. DISSOLUTION OF THE FUND

(i) In the event of the expiry of this Agreement or any extension thereof and a subsequent agreement for the continuation of the Fund not being negotiated within a period of two years 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. The Fund shall during the said period of two years or until such time as it is transferred to any other Fund referred to above be administered by the Management Committee.

(ii) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the Committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustee shall possess all the powers of the Committee for such purpose.

In the event of there being no Council in existence the Fund shall upon the expiration of this Agreement be liquidated by the Committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (iii) of this clause, and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

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

11. EXEMPTIONS

The Management Committee may grant exemption conditionally or otherwise from any of the provisions of this Agreement or in respect of any person for any good or sufficient reason.

12. INDEMNITY

The members of the Management Committee and their alternates and the members of any sub-committee shall not be liable for any loss to the Fund arising by reason of any improper investment made in good faith or by reason of any act in their bona fide administration of the Fund.

13. EXHIBITION OF AGREEMENT

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

Signed at Durban, on behalf of the parties this 15th day of October, 1967.

H. BOLTON,
Chairman.
I. PHILIPS,
Vice-Chairman.
H. P. TREVELYAN,
Secretary.

(d) Die Bestuurskomitee moet alle aansoeke om bystand uit die Fonds volgens die verdienstelikheid van elke aansoek oorweeg en absoluut na sy goedvinde daaroor beslis.

(e) Die bystand wat verleen moet word, kan in die vorm wees van betalings in verband met studiebeurse, beurse, gratis onderrig met of sonder gratis losies en inwoning of gedeeltelike gratis losies en inwoning, en die maksimum bystand wat in een maand aan 'n lid betaal mag word, mag nie R50 (vyftig rand) te bowe gaan nie.

10. ONTBINDING VAN DIE FONDS

(i) Ingeval hierdie Ooreenkoms of 'n verlenging daarvan verstryk en 'n latere ooreenkoms vir die voortsetting van die Fonds nie binne 'n tydperk van twee jaar vanaf die datum van sodanige verstryking aangegaan word nie of as die Fonds nie binne sodanige tydperk deur die Raad aan 'n ander Fonds wat vir dieselfde oogmerk in die lewe geroep is as dié waarvoor die borspronklike Fonds gestig is, oorgedra word nie, moet die Fonds gelikwideer word. Die Fonds moet gedurende genoemde tydperk van twee jaar of tot tyd en wyl dit na 'n ander fonds soos hierbo bedoel, oorgedra word, deur die Bestuurskomitee geadminestreer word.

(ii) Ingeval die Raad ontbind of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die Fonds nog geadminestreer word deur die Bestuurskomitee wat as dan aan die bewind is. 'n Vakature wat in die Komitee ontstaan, kan deur die Registrateur gevul word uit dié gelede van dié werkgewers of dié werknemers, na gelang van die geval, ten einde te verseker dat daar ewe veel werkgewers- en werknemersvertegenwoordigers in die Komitee is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte te verrig of voor 'n doelpunt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoelklik of onwenslik maak, kan die Registrateur 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee het vir sodanige doel al die bevoegdhede van die Komitee.

As daar geen Raad bestaan nie moet die Komitee wat dan ingevolge hierdie subklousule funksioneer of dié trustee of trustees, na gelang van die geval, by die verstryking van hierdie Ooreenkoms, die Fonds likwideer op die manier voorgeskryf in subklousule (iii) van hierdie klousule, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwideer en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomsdiesse bepalings van artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(iii) By die likwidasië van die Fonds ooreenkomsdiesse subklousule (i) van hierdie klousule, moet dié gelde waarmee die Fonds gekrediteer is nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word.

11. VRYSTELLINGS

Die Bestuurskomitee kan voorwaardelik of op 'n ander manier vrystelling van die bepalings van hierdie Ooreenkoms of ten opsigte van enigiemand verleen om 'n afdoende rede.

12. VRYWARING

Die lede van die Bestuurskomitee en hul sekondusse en die lede van subkomitees is nie vir enige verlies uit die Fonds wat ontstaan uit 'n onbehoorlike belegging wat te goeder trou gemaak is of uit 'n daad gepleeg in die bona fide administrasie van die Fonds, aanspreeklik nie.

13. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in 'n vorm voorgeskryf in die regulasies kragtens die Wet, in sy bedryfsinrigtings vertoon op 'n plek wat vir sy werknemers geredelik toeganklik is.

Op hede die 15de dag van Oktober 1967 namens die partye te Durban onderteken.

H. BOLTON,
Voorsitter.
I. PHILIPS,
Ondervoorsitter.
H. P. TREVELYAN,
Sekretaris.

No. R.730.]

[3rd May, 1968.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

CLOTHING INDUSTRY, NATAL

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Clothing Industry, published under Government Notice No. R.727 of 3rd May, 1968 to be, on the whole, not less favourable to 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 as from 25 May 1968 and for the period ending 24 May 1971, all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the said Act in so far as it concerns employees who are entitled to benefits in terms of clause 27 of the said Agreement.

M. VILJOEN,
Minister of Labour.

No. R.731.]

[3rd May, 1968.

WAR MEASURES ACT, 1940

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

CLOTHING INDUSTRY, NATAL

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 Clothing Industry, published under Government Notice No. R.727 of 3rd May, 1968.

M. VILJOEN,
Minister of Labour.

No. R.730.]

[3 Mei 1968.

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941

KLERASIENYWERHEID, NATAL

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

- (a) kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Klerasienywerheid, gepubliseer by Goewermentskennisgewing No. R.727 van 3 Mei 1968, 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 kragtens artikel 54 (1) van genoemde Wet alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vanaf 25 Mei 1968 en vir die tydperk wat op 24 Mei 1971 eindig, vry van die vereistes van artikel 21A van genoemde Wet vir sover dit werknemers betref wat op voordele kragtens klousule 27 van genoemde ooreenkoms geregtig is.

M. VILJOEN,
Minister van Arbeid.

No. R.731.]

[3 Mei 1968.

WET OP OORLOGSMAATREËLS, 1940

OPSKORTING VAN REGULASIES OP
LEWENSKOSTETOELAES GEPUBLISEER BY
OORLOGSMAATREËL NO. 43 VAN 1942

KLERASIENYWERHEID, NATAL

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 Klerasienywerheid wat by Goewermentskennisgewing No. R.727 van 3 Mei 1968 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

CONTENTS.

Department of Labour.

GOVERNMENT NOTICES.

No.		PAGE
R.727	Industrial Conciliation Act, 1956: Clothing Industry, Natal: Main Agreement	1
R.728	Clothing Industry, Natal: Provident Fund Agreement	26
R.729	Clothing Industry, Natal: Educational Trust Fund Agreement	38
R.730	Factories, Machinery and Building Work Act, 1941	42
R.731	War Measures Act, 1940	42

INHOUD.

Departement van Arbeid.

GOEWERMENTSKENNISGEWINGS.

No.		BLADSY
R.727	Wet op Nywerheidsversoening, 1956: Klerasienywerheid, Natal: Hoofdooreenkoms ..	1
R.728	Klerasienywerheid, Natal: Voorsorgsfondsooreenkoms	26
R.729	Klerasienywerheid, Natal: Opvoedkundige Trustfondsooreenkoms	38
R.730	Wet op Fabrieke, Masjinerie en Bouwerk, 1941	42
R.731	Wet op Oorlogsmaatreëls, 1940	42