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VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 1055

PRICE 10c PRYS

REGULASIEKOERANT No. 1055

Registered at the Post Office as a Newspaper

OVERSEAS 15c OORSEE

As 'n Nuusblad by die Poskantoor Geregistreer

POST FREE — POSVRY

Vol. 41]

PRETORIA, 22 NOVEMBER 1968

[No. 2219

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR

No. R. 2133 22 November 1968

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL

AMENDMENT OF 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 (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 30 June 1971, upon the employers' organisation and the trade union which entered into the Amending 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 Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending 30 June 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 Province of Transvaal; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of Transvaal and from the second Monday after the date of publication of this notice and for the period ending 30 June 1971, the provisions of the Amending Agreement 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.

A—34640

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2133 22 November 1968

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, TRANSVAAL

WYSIGING VAN HOOFOORENKOMS

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 (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 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 provinsie Transvaal; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 eindig, in die provinsie Transvaal *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.

1—2219

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING
INDUSTRY (TRANVAAL)

AGREEMENT

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

Transvaal Clothing Manufacturers' Association

(hereinafter called "the employers" or "employers' organisation") of the one part, and the

Garment Workers' Union of South Africa

(hereinafter called the "employees" or the "trade union" of the other part,

being the parties to the Industrial Council for the Clothing Industry (Transvaal), to amend the Agreement between the said parties, dated 9 October 1956, and published under Government Notice No. 2360 of 21 December 1956, as amended, by Government Notices Nos. 1119, 1337, 1938, 2130, 591, R. 562 and R. 1944, dated 8 August 1958, 28 August 1959, 27 November 1959, 30 December 1960, 26 April 1963, 23 April 1965 and 10 December 1965, respectively, as follows:—

CLAUSE 1

By the deletion of clause 3 and the substitution of the following clause:—

CLAUSE 3 (DEFINITIONS)

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meanings as in that Act, any reference to an Act shall include any amendment of such Act, and unless the contrary appears, words importing the masculine gender shall include female; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"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 linings of coats into position preparatory to sewing the edge seams, and includes an employee engaged on outbasting;

"chargehand" means an employee who, under the supervision of a foreman, forewoman or supervisor, is in charge of pressers and/or general workers;

"checker" means an employee responsible for checking or passing completed dresses and/or ladies' coats and costumes, suit jackets, sports coats and/or overcoats;

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

"Clothing Industry" or "Industry" means dressmaking, the making of all classes of outer and undergarments, including nightwear, and all classes of men's and boys' tweed and linen hats and caps, ties, and the making of all classes of garments to order of any department of state or provincial administration, the South African Railways and Harbours Administration or local authorities, but excludes bespoke tailoring and the manufacture of wearing apparel made from furs or pelts;

"Council" means the Industrial Council for the Clothing Industry (Transvaal), registered in terms of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of the Industrial Conciliation Act, 1956;

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

"experience" means the total period or periods of employment of an employee in the Clothing Industry and/or bespoke tailoring industry and/or private dressmaking in any capacity or capacities other than a mechanic, driver of a vehicle, watchman or caretaker, boiler or lift attendant, clerical employee, despatch clerk, packer, vehicle greaser, or employee engaged in one or more of the operations enumerated under clause 3 (1) (A) (xviii) (b) to (1) of Government Notice No. 1086 of the 7th July 1944, and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time such service is terminated: Provided that, for the purpose of computing an employee's experience, employment for 16 weeks in any half-year shall be deemed to have been employment for the whole half-year; and provided further that a learner in his first half-year of employment although having less than 16 weeks' but more than 13 weeks' experience on the last day of a half-year shall be deemed to have been in employment for the whole half-year; and provided further that the trial period of an employee in terms of clause 14 (1) (e) shall be deemed to be experience only if the contract of service is confirmed;

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(TRANVAAL)

OOREENKOMS

ingevalge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur die

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

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

wat die partye by die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) is, om die Ooreenkoms tussen genoemde partye van 9 Oktober 1956, en gepubliseer by Goewermmentskennisgewing No. 2360 van 21 Desember 1956, soos gewysig by Goewermmentskennisgewings Nos. 1119, 1337, 1938, 2130, 591, R. 562 en R. 1944 onderskeidelik van 8 Augustus 1958, 28 Augustus 1959, 27 November 1959, 30 Desember 1960, 26 April 1963, 23 April 1965 en 10 Desember 1965 soos volg te wysig:—

KLOUSULE 1

Deur die skapping van klousule 3 en die vervanging daarvan deur:—

KLOUSULE 3 (WOORDOMSKRYWINGS)

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf is, het dieselfde betekenis as in daardie Wet; alle verwysings na 'n wet omvat enige wysiging van sodanige wet, en tensy die teenoorgestelde blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; voorts, tensy onbestaanbaar met die samehang, beteken—

„Wet" die Wet op Nywerheidsversoening, 1956;

„ryger" 'n werknemer wat handnaaldwerk verrig by die regsit van 'n baadjie of gedeeltes daarvan ter voorbereiding van ander werksaamhede, en/of voerings opryg, dit wil sê voerings van baadjies in hul plekke met die hand vaswerk ter voorbereiding van die aanmekeerwerk van kantsome, en omvat dit 'n werknemer wat buiterygwerk doen;

„ondervoorman" 'n werknemer wat onder toesig van 'n voorman, voorvrou of opsiener, toesig hou oor persers en/of algemene werkers;

„nasiener" 'n werknemer wat verantwoordelik is vir die nagaan of goedkeuring van voltooide rokke en/of damesjasse en -kostuums, baadjies van pakke, sportbaadjies en/of oorjasse;

„uitsnyer" 'n werknemer wat kledingstukke of dele van kledingstukke met die hand of masjien uit een of meer lae materiaal uitsny;

„Klerasiennywerheid" of „Nywerheid" kleremakery, die maak van alle klasse bo- en onderklere, met inbegrip van nagklere, en alle klasse mans- en seunshoede en pette van tweed en linne, hoede en pette, dasse, en die maak van alle klasse kledingstukke op bestelling deur enige Staatsdepartement, Provinsiale Administrasie, die Suid-Afrikaanse Spoorweë en Hawens, of plaaslike besture, maar omvat nie kleremakery-op-maat en die maak van klere uit pelse en velle nie;

„Raad" die Nywerheidsraad vir die Klerasiennywerheid (Transvaal), geregistreer ingevalge die Nijverheid Verzoenings Wet, 1924, en geag geregistreer te wees ingevalge die Wet op Nywerheidsversoening, 1956;

„bedryfsinrigting" enige plek waarin enige werk in verband met die klerasiennywerheid uitgevoer word;

„ondervinding" die totale tydperk of tydperke diens van 'n werknemer in die klerasiennywerheid en/of kleremakery-op-maatsnywerheid en/of private kleremakery in enige hoedanigheid of hoedanighede, uitgesonderd 'n werktuigkundige, drywer van 'n voertuig, wag of opsiener, ketel- of hyserbediener, klerklike werknemer, versendingsklerk, verpakker, voertuigsmeerder, of werknemer werksaam in een of meer van die werksaamhede genoem in klousule 3 (1) (A) (xviii) (b) tot (1) van Goewermmentskennisgewing No. 1086 van 7 Julie 1944, en word in elke dienskontrak geag ononderbroke te wees vanaf die tyd wat die werknemer by sy werkgewer in diens tree tot die tyd waarop sodanige diens beëindig word; met dien verstande dat vir die doel om 'n werknemer se ondervinding te bereken, diens vir 16 weke in enige bepaalde halfjaar geag word diens vir die hele halfjaar te wees; en voorts met dien verstande dat 'n leerling in sy eerste halfjaar diens, al het hy minder as 16 weke maar meer as 13 weke ondervinding op die laaste dag van 'n halfjaar, geag moet word in diens te gewees het vir die hele halfjaar; en voorts met dien verstande dat die proeftydperk van 'n werknemer ingevalge klousule 14 (1) (e) geag word ondervinding te wees slegs as die dienskontrak bekrachtig word;

"factory" means any premises registerable in terms of Act No. 22 of 1941, in which employers are engaged in the Clothing Industry;

"finisher" 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 sleeveheads; wadding sleeveheads; felling silk facings already basted into position; making buttonholes by hand; felling sleevehead linings by hand;

"fitter-up" means an employee engaged in the cutting room who takes the outside of garments together with the cut out linings (called trimmings) and adjusts the outsides and the insides together accurately so that the parts may go forward to the machine to be put together correctly;

"foreman" or "forewoman" means an employee in charge of the employees in a factory, who exercises control over such employees, and who is charged with the responsibility for engaging or terminating the employment of such employees, and who is responsible for the efficient performance by them of their duties;

"general worker" means an employee engaged on one or more of the following operations:—

Cleaning, i.e. cutting off, nipping of threads, and/or removing spots or marks from materials or garments; folding; sorting; pinning of finished garments; stamping; marking; sloping by hand or machine; patent turning; cutting by hand of any trimming (not being piece goods) to a given length or shape; feeding into or taking out of automatic roller or form presses; pulling out bastings; soaping; turning sleeves or trousers inside out; marking by template and cutting to shape excluding the operations performed by a "shaper by template"; marking of trimmings; nipping by machine or hand; trimming; labelling by machine other than a machine using needle and thread and/or the making of tea or similar beverages;

"half-year" means the six-monthly periods commencing on the first day of January and July;

"hourly wage" means the weekly wage divided by 40;

"laying up" means the laying of material in one or more thicknesses on the cutting tables and may include slitting the ends;

"learner" means in the case of an employee referred to in clause 4 (1) (a), (b) and (d) (1) an employee who has had less than five years' experience; in the case of an employee referred to in clause 4 (1) (d) (2) an employee who has had less than four years' experience; and in the case of all other employees, an employee who has had less than three years' experience;

"long service employee" means an employee in the classes referred to in clause 4 (2) (n) to (s) and shall include any employee who is paid not less than the wage prescribed for an employee of his class as prescribed in clause 4 (2) (n) to (s);

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

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

"other checker" means an employee responsible for checking garments other than garments checked by a checker;

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

"patent turning" means the turning out or over of the edges of collar facings, belts, bands, cuffs, tabs, pockets and/or flaps by hand or machine, and the turning of garments or parts thereof inside out;

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

"plain sewer" means an employee performing one or more of the following operations:—

Felling crutch linings in trousers; felling bottoms; fastening permanent turn-ups; felling waist band linings or part thereof; fastening catch in tops of trousers and various odds and ends of sewing; felling necks, shoulders or armholes of waistcoats; padding collars or lapels; putting on bridles by hand; fastening edge-stays and odds and ends of sewing; sewing on buttons by hand; felling bottoms of linings or seams of same already basted into position; felling bindings; making and sewing on hangers; fastening facings in side already basted into position; making canvasses; tacking; and all hand sewing not elsewhere specified;

"fabriek" alle persele, wat ingevolge Wet No. 22 van 1941 registreerbaar is, waarin die werknemers in die klerasienywerheid werk;

"afwerker" 'n werknemer wat een of meer van die volgende werksaamhede met die hand verrig:—

Stopsels of watte in die skouers van baadjies insit; die bo-ente van moue vaswerk of gelykmaak; watte in die bo-ente van moue sit; sybeleghsels wat reeds in posisie geryg is, onsigbaar insoom; knoopsgate met die hand maak; die voerings van die bo-ente van moue onsigbaar met die hand insoom;

"passer" 'n werknemer in die snykamer wat die buitekant van kledingstukke saam met die uitgesnyde voerings (opmaaksels genoem), bymekeer pas, en die binne- en buitekante presies aanmekeer pas sodat die dele na die masjien toe kan gaan om reg aanmekeer gewerk te word;

"voorman" of "voorvrou" 'n werknemer wat toesig hou oor die werknemers in 'n fabriek, wat beheer oor sodanige werknemers uitoefen en wat verantwoordelik is vir die indiensneming of diensbeëindiging van sodanige werknemers, en wat daarvoor verantwoordelik is dat hulle hul pligte deeglik uitvoer;

"algemene werker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

Skoonmaak, d.w.s. afsny, garedraadjies afknip en/of kolle of merke uit materiaal of kledingstukke verwyder; opvou; sorteer; klaarklere vasspeld; stempel; merk; kragies of krae met die hand of masjien maak; patente omdraaiwerk; versiersel (wat nie uit stukgoedere bestaan nie) volgens 'n gegewe lengte of fatsoen met die hand sny; outomatiese rol- of vormperse voer of goedere daaruit verwyder; rygwerk uittrek; insep; moue of broekspye omkeer; volgens patrone afmerk en volgens fatsoen sny, uitgesonderd die werk wat deur 'n "fatsoeneerder volgens patroon" gedoen word; versiersel afmerk; garedrade met 'n masjien of die hand afknip; gelyksny; etikette met 'n ander masjien aansit as 'n masjien wat 'n naald en gare gebruik en/of tee of dergelike drankie maak;

"halfjaar" die tydperk van ses maande wat op die eerste dag van Januarie en Julie begin;

"uurloon" die weekloon gedeel deur 40;

"lae rangskik" materiaal in een of meer lae op die snytafel rangskik, en kan ook ente oopsny insluit;

"leerling", in die geval van 'n werknemer bedoel in klousule 4 (1) (a), (b) en (d) (1), 'n werknemer met minder as vyf jaar ondervinding; in die geval van 'n werknemer bedoel in klousule 4 (1) (d) (2) 'n werknemer met minder as vier jaar ondervinding; en in die geval van alle ander werknemers, 'n werknemer met minder as drie jaar ondervinding;

"langdienswerknemer" 'n werknemer in die klasse bedoel in klousule 4 (2) (n) tot (s) en omvat enige werknemer wat minstens die loon betaal word wat vir 'n werknemer van sy klas voorgeskryf word, soos in klousule 4 (2) (n) tot (s) voorgeskryf;

"merk" plekke vir sakke, knope, knoopsgate, lissies, vasmakers, pylinate, some, omslae en sulke plekke merk ter voorbereiding van verdere werksaamhede;

"okkupeerder" met betrekking tot enige perseel, die persoon wat 'n besigheid bestuur of beheer wat op die perseel gedryf word en as daar twee of meer sulke persone is, omvat dit almal sulke persone;

"andernasiener" 'n werknemer wat verantwoordelik is om kledingstukke na te sien, uitgesonderd kiere deur 'n nasiener nagesien;

"deelydse motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig hoogstens drie uur altesaam op 'n dag bestuur en by die toepassing van hierdie omskrywing omvat 'n motorvoertuig bestuur" alle bestuurtye asook tyd deur die bestuurder bestee terwyl hy vir die voertuig verantwoordelik is of werk in verband met die voertuig of die vrag verrig;

"patente omdraaiwerk" rande van kraagbeleghsels, gordels, bande, mansjette, klappies, sakke en/of klappe met die hand of masjien omdraai, en kledingstukke of dele daarvan binnekant buite toe draai;

"stukwerk" enige stelsel, uitgesonderd taakwerk, waarby besoldiging bereken word volgens die hoeveelheid of omvang van gedane werk;

"gewone naaldwerker" 'n werknemer wat een of meer van die volgende doen:—

Kruisvoerings in broeke plat omsom; broekspye omsom; vaste omslae vasheg; lyfbandvoerings of dele daarvan plat omsom; hakies in broekbande vaswerk en verskillende bykomstige naaldwerkies doen; krae, skouers of mousgate van onderbaadjies plat omsom; kraagomslae of lapelle opstop; soomkoorde met die hand vaswerk; randverstywers vaswerk en bykomstige naaldwerkies doen; knope met die hand aanwerk; onderente van voerings of nate daarvan wat reeds vasgeryg is, plat omsom; stookkante plat omsom; hanglissies maak en aanwerk; beleghsels wat reeds ingeryg is, binne vaswerk; seilboekvoerings maak; rygwerk en enige ander naaldwerk wat nie elders gespesifiseer word nie;

"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;

"qualified employee" means in the case of an employee referred to in clause 4 (1) (a), (b) and (d) (1) an employee who has had not less than five years' experience; in the case of an employee referred to in clause 4 (1) (d) (2) an employee who has had not less than four years' experience; and in the case of all other employees an employee who has had not less than three years' experience;

"sample machinist" means an employee who completely machines prototype garments, other than patent machining;

"set leader" or "team leader" means an employee, other than a chargehand, in a set or team who is generally responsible for the work executed by the employees comprising such set or team;

"set or team" means a group of employees numbering three or more engaged in performing sectional operations in the making up of garments;

"sewing machinist" means an employee engaged on operating a sewing machine using a needle and thread;

"shaper" means an employee engaged on shaping by hand designs of lapels and collars of coats preparatory to underbasting, but does not include trimming by hand;

"shaper by template" means an employee, other than a "shaper", engaged on marking by template and cutting to shape of collars, lapels and/or fronts of ladies', men's and children's jackets and/or coats;

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

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

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

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

"supervisor" means an employee who under supervision is responsible for the efficient performance of the duties of the employees or a section of the employees in a factory, but does not include a chargehand, set or team leader;

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

"wage" means that portion of the remuneration, excluding bonus earned in terms of clause 5 of this Agreement, payable in money to an employee in respect of the ordinary hours of work as laid down in clause 9 of this Agreement;

"week" means a period of five working days;

"working day" means any day on which work is usually performed in the Industry.

CLAUSE 2

By the deletion of clause 4 and the substitution of the following clause:—

CLAUSE 4 (WAGES)

(1) Subject to the provisions of subclauses (2), (3) (a), (4) and (6) of this clause and of clauses 6, 7, 17 and 29 the following minimum wages shall be paid per week to the undermentioned classes of employees: Provided that any learner on a wage notch higher than the prescribed notch for an employee of his class, shall immediately on the coming into operation of this Agreement be placed on the next higher notch of an employee of this class, provided further that should the increase to the next higher notch exceed R1 per week for such learner, such learner shall be entitled to an increase of only R1 and such increase shall not affect the actual experience of such learner:—

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

	R	c
Qualified employee	30	85
Learners:		
First half-year of experience	7	00
Second half-year of experience	9	00
Third half-year of experience	11	50
Fourth half-year of experience	14	20
Fifth half-year of experience	16	60
Sixth half-year of experience	19	00
Seventh half-year of experience	21	40
Eighth half-year of experience	23	80
Ninth half-year of experience	26	20
Tenth half-year of experience	28	60
Thereafter	30	85

"premie", sonder om die gewone betekenis van die uitdrukking enigins te beperk, enige vergoeding van watter aard ook wat vir die opleiding van 'n werknemer gegee word;

"gekwalifiseerde werknemer" in die geval van 'n werknemer bedoel in klousule 4 (1) (a), (b) en (d) (1), 'n werknemer met minstens vyf jaar ondervinding; in die geval van 'n werknemer bedoel in klousule 4 (1) (d) (2), 'n werknemer met minstens vier jaar ondervinding; en in die geval van alle ander werknemers, 'n werknemer met minstens drie jaar ondervinding;

"prototipemaker-masjienwerker" 'n werknemer wat prototipe kledingstukke volledig met 'n masjien maak, maar nie patente masjienwerk doen nie;

"groepleier" of "spanleier" 'n werknemer, uitgesonderd 'n ondervoorman, in 'n groep of span wat algemeen verantwoordelik is vir die werk uitgevoer deur die werknemers waaruit so 'n groep of span bestaan;

"groep of span" 'n groep van drie of meer werknemers wat werksaamhede stuksgewys verrig in verband met die opmaak van kledingstukke;

"naaimasjienwerker" 'n werknemer wat 'n naaimasjien bedien wat 'n naald en gare gebruik;

"fatsoeneerder" 'n werknemer wat patrone van lapelle en krae van baadjies met die hand fatsoeneer voordat voerings opgerig word, maar omvat nie ook gelyksny met die hand nie;

"fatsoeneerder volgens patroon" 'n werknemer, uitgesonderd 'n fatsoeneerder, wat boordjies, lapelle en/of die voorpante van baadjies en/of jasse vir dames, mans en kinders volgens 'n patroon afmerk en sny;

"korttyd" 'n tydelike vermindering van die werkure van werknemers in enige bepaalde week tot minder as 40 uur of tydelike onderbreking van werk weens vereistes van die besigheid, bv. tekort aan materiaal of bestellings of die noodsaaklikheid van voorraadopname;

"halse uitsny" die vorm van halse van hemde en onderklere merk en/of reegsny;

"sorteer" kledingstukke of gedeeltes van kledingstukke soos dit vir verskillende werksaamhede nodig is, sorteer;

"stempel" groottes, uitken- en/of werknommers of ander besonderhede op kledingstukke of gedeeltes van kledingstukke en/of etikette stempel;

"toesighouer" 'n werknemer wat onder toesig daarvoor verantwoordelik is dat die werknemers of 'n afdeling van die werknemers in 'n fabriek hul werksaamhede op 'n doeltreffende wyse verrig, maar nie ook 'n ondervoorman, groep- of spanleier nie;

"taakwerk" die opdrag van die werkgewer of sy verteenwoordiger aan enige werknemer om 'n bepaalde getal kledingstukke of gedeeltes van kledingstukke binne 'n vasgestelde tydperk te maak;

"loon" dié gedeelte van die besoldiging, uitgesonderd bonusse verdien ingevolge klousule 5 van hierdie Ooreenkoms, betaalbaar in geld aan 'n werknemer ten opsigte van die gewone werkure soos in klousule 9 van hierdie Ooreenkoms voorgeskryf;

"week" 'n tydperk van vyf werkdag;

"werkdag" 'n dag waarop werk gewoonlik in die Nywerheid verrig word.

KLOUSULE 2

Deur die skapping van klousule 4 en die vervanging daarvan deur:—

KLOUSULE 4 (LONE)

(1) Behoudens die bepalings van subklousules (2), (3) (a), (4) en (6) van hierdie klousule en van klousules 6, 7, 17 en 29 moet ondergenoemde minimum lone per week aan ondergenoemde klasse werknemers betaal word; met dien verstande dat 'n leerling op 'n loonkerf wat hoër is as die kerf voorgeskryf vir 'n werknemer van sy klas, onmiddellik by die inwerkingtreding van hierdie Ooreenkoms op die volgende hoër kerf van 'n werknemer van sy klas geplaas moet word, en voorts met dien verstande dat indien die verhoging na die volgende hoër kerf R1 per week vir sodanige leerling oorskry, dié leerling geregtig is op 'n verhoging van slegs R1 en dié verhoging raak dan nie die werklike ondervinding van die leerling nie:—

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

	R	c
Gekwalifiseerde werknemer	30	85
Leerlinge:		
Eerste halfjaar ondervinding	7	00
Tweede halfjaar ondervinding	9	00
Derde halfjaar ondervinding	11	50
Vierde halfjaar ondervinding	14	20
Vyfde halfjaar ondervinding	16	60
Sesde halfjaar ondervinding	19	00
Sewende halfjaar ondervinding	21	40
Agtste halfjaar ondervinding	23	80
Negende halfjaar ondervinding	26	20
Tiende halfjaar ondervinding	28	60
Daarna	30	85

(b) Male marker-in, other than a marker-in of interlinings and trimmings:—

	R c
Qualified employee	25 85
Learners:	
First half-year of experience	7 00
Second half-year of experience	8 50
Third half-year of experience	11 00
Fourth half-year of experience	13 05
Fifth half-year of experience	14 90
Sixth half-year of experience	16 75
Seventh half-year of experience	18 60
Eighth half-year of experience	20 45
Ninth half-year of experience	22 30
Tenth half-year of experience	24 15
Thereafter	25 85

(c) Female marker-in, other than a marker-in of interlinings and trimmings:—

	R c
Qualified employee	16 85
Learners:	
First half-year of experience	6 00
Second half-year of experience	7 00
Third half-year of experience	9 00
Fourth half-year of experience	11 00
Fifth half-year of experience	13 00
Sixth half-year of experience	15 00
Thereafter	16 85

(d) (1) Male sewing machinist engaged in setting in sleeves, sewing round men's and ladies' tailored coats and overcoats; male baster; male shaper; male fitter-up:—

	R c
Qualified employee	19 85
Learners:	
First half-year of experience	7 00
Second half-year of experience	8 25
Third half-year of experience	9 50
Fourth half-year of experience	11 25
Fifth half-year of experience	12 50
Sixth half-year of experience	13 75
Seventh half-year of experience	15 00
Eighth half-year of experience	16 25
Ninth half-year of experience	17 50
Tenth half-year of experience	18 75
Thereafter	19 85

(2) Male sewing machinist other than a male sewing machinist referred to in paragraph (d) (1) of this subclause:—

	R c
Qualified employee	15 85
Learners:	
First half-year of experience	7 00
Second half-year of experience	8 00
Third half-year of experience	9 00
Fourth half-year of experience	10 50
Fifth half-year of experience	11 60
Sixth half-year of experience	12 70
Seventh half-year of experience	13 80
Eighth half-year of experience	14 90
Thereafter	15 85

(e) Female sewing machinist; interlining and trimming marker-in and/or chopper-out; finisher; an employee engaged on invisible mending, embroidering, fagotting, beading and/or pleating of skirts by hand; female baster; female fitter-up; female shaper; female presser of garments other than shirts, ties, pyjamas and other nightwear, hats, caps, underwear, knitwear, aprons, overalls and blouses without lace, embroidery, tucks and hand-made pleats; operator of a linking, overlocking and/or seaming machine:—

	R c
Qualified employee	12 25
Learners:	
First half-year of experience	6 00
Second half-year of experience	6 75
Third half-year of experience	7 50
Fourth half-year of experience	8 95
Fifth half-year of experience	10 05
Sixth half-year of experience	11 15
Thereafter	12 25

(b) Manlike merker, uitgesonderd 'n merker van tussenvoerings en versiersels:—

	R c
Gekwalifiseerde werknemer	25 85
Leerlinge:	
Eerste halfjaar ondervinding	7 00
Tweede halfjaar ondervinding	8 50
Derde halfjaar ondervinding	11 00
Vierde halfjaar ondervinding	13 05
Vyfde halfjaar ondervinding	14 90
Sesde halfjaar ondervinding	16 75
Sewende halfjaar ondervinding	18 60
Agste halfjaar ondervinding	20 45
Negende halfjaar ondervinding	22 30
Tiende halfjaar ondervinding	24 15
Daarna	25 85

(c) Vroulike merker, uitgesonderd 'n merker van tussenvoerings en versiersels:—

	R c
Gekwalifiseerde werknemer	16 85
Leerlinge:	
Eerste halfjaar ondervinding	6 00
Tweede halfjaar ondervinding	7 00
Derde halfjaar ondervinding	9 00
Vierde halfjaar ondervinding	11 00
Vyfde halfjaar ondervinding	13 00
Sesde halfjaar ondervinding	15 00
Daarna	16 85

(d) (1) Manlike naaimasjienwerker wat moue insit, mans- en damessnyersbaadjies en oorjasse omstik; manlike ryger; manlike fatsoeneerder; manlike passer:—

	R c
Gekwalifiseerde werknemer	19 85
Leerlinge:	
Eerste halfjaar ondervinding	7 00
Tweede halfjaar ondervinding	8 25
Derde halfjaar ondervinding	9 50
Vierde halfjaar ondervinding	11 25
Vyfde halfjaar ondervinding	12 50
Sesde halfjaar ondervinding	13 75
Sewende halfjaar ondervinding	15 00
Agste halfjaar ondervinding	16 25
Negende halfjaar ondervinding	17 50
Tiende halfjaar ondervinding	18 75
Daarna	19 85

(2) Manlike naaimasjienwerkers, uitgesonderd 'n manlike naaimasjienwerker bedoel in paragraaf (d) (1) van hierdie subklousule:—

	R c
Gekwalifiseerde werknemer	15 85
Leerlinge:	
Eerste halfjaar ondervinding	7 00
Tweede halfjaar ondervinding	8 00
Derde halfjaar ondervinding	9 00
Vierde halfjaar ondervinding	10 50
Vyfde halfjaar ondervinding	11 60
Sesde halfjaar ondervinding	12 70
Sewende halfjaar ondervinding	13 80
Agste halfjaar ondervinding	14 90
Daarna	15 85

(e) Vroulike naaimasjienwerker; merker en/of uitsnyer van tussenvoerings en versiersels; afwerker; 'n werknemer werk-saam aan fynstopwerk, borduurwerk, sierlassteekwerk, kraalwerk en/of plooiwerk aan rompe met die hand verrig; vroulike ryger; vroulike passer; vroulike fatsoeneerder; vroulike perser van kledingstukke uitgesonderd hemde, dasse, pijamas en ander nag-drag, hoede, pette, onderklere, breiwerk, voorskote, oorpakke en bloese sonder kant, borduurwerk, opnaaisels en handgemaakte plooi; bediener van 'n ketting-, „overlocking"- en/of soom-masjien:—

	R c
Gekwalifiseerde werknemer	12 25
Leerlinge:	
Eerste halfjaar ondervinding	6 00
Tweede halfjaar ondervinding	6 75
Derde halfjaar ondervinding	7 50
Vierde halfjaar ondervinding	8 95
Vyfde halfjaar ondervinding	10 05
Sesde halfjaar ondervinding	11 15
Daarna	12 25

(f) Chopper-out, other than an interlining and/or trimming chopper-out; a male presser by hand of women's overcoats and/or jackets of costumes:—

	R	c
Qualified employee	15	85
Learners:		
First half-year of experience	7	00
Second half-year of experience	8	25
Third half-year of experience	9	50
Fourth half-year of experience	11	20
Fifth half-year of experience	12	80
Sixth half-year of experience	14	40
Thereafter	15	85

(g) Male presser of garments other than a male presser by hand of women's overcoats and/or jackets of costumes; and other than presser of shirts, ties, pyjamas and other nightwear, hats, caps, underwear, knitwear, aprons, overalls and blouses without lace, embroidery, tucks and hand-made pleats:—

	R	c
Qualified employee	13	20
Learners:		
First half-year of experience	6	00
Second half-year of experience	7	00
Third half-year of experience	8	00
Fourth half-year of experience	9	45
Fifth half-year of experience	10	70
Sixth half-year of experience	11	95
Thereafter	13	20

(h) Other pressers not provided for elsewhere in this clause; under-presser; machine belt fixer; maintenance assistant; layer-up; plain sewer; machine operator of a button covering, zip tacking and/or pleating machine; other checker; shaper by template and/or an employee engaged on the trubenizing of collars:—

	R	c
Qualified employee, except shaper by template	9	75
Qualified shaper by template	10	25
Learners:		
First half-year of experience	6	00
Second half-year of experience	6	50
Third half-year of experience	7	00
Fourth half-year of experience	7	95
Fifth half-year of experience	8	55
Sixth half-year of experience	9	15
Thereafter, all except shaper by template	9	75
Thereafter, a shaper by template	10	25

(i) General Worker:—

	R	c
Qualified employee	9	25
Learners:		
First half-year of experience	6	00
Second half-year of experience	6	50
Third half-year of experience	7	00
Fourth half-year of experience	7	75
Fifth half-year of experience	8	25
Sixth half-year of experience	8	75
Thereafter	9	25

(j) Other employees:—

	R	c
(i) Foreman	35	85
(ii) Forewoman	23	35
(iii) Supervisor	19	85
(iv) Checker	16	35
(k) Part-time motor vehicle driver	10	00

(l) *Set leader or team leader*.—Any employee when called upon to perform the duties of a set or team leader shall, whilst so employed, be paid in addition to the qualified wage for an employee of his class as provided for in this clause an amount equal to 5 per cent of such qualified wage, provided that such additional amount shall not be subject to the provisions of clause 4 (3) (a) of this Agreement.

(m) (1) *Chargehand*.—Any employee when called upon to perform the duties of a chargehand shall, whilst so employed, be paid in addition to the qualified wage for an employee of his class as provided for in this clause an amount equal to 5 per cent of such qualified wage, provided that such additional amount shall not be subject to the provisions of clause 4 (3) (a) of this Agreement.

(2) *Sample machinist*.—Any employee when called upon to perform the duties of a sample machinist shall, whilst so employed, be paid in addition to the qualified wage for a sewing machinist as provided for in this clause an additional amount

(f) Uitsnyer, uitgesonderd 'n uitsnyer van tussenvoerings en/of versiersels; manlike handperser van damesjasse en/of kostuumbaadjies:—

	R	c
Gekwalifiseerde werknemer	15	85
Leerlinge:		
Eerste halfjaar ondervinding	7	00
Tweede halfjaar ondervinding	8	25
Derde halfjaar ondervinding	9	50
Vierde halfjaar ondervinding	11	20
Vyfde halfjaar ondervinding	12	80
Sesde halfjaar ondervinding	14	40
Daarna	15	85

(g) Manlike klerepersers, uitgesonderd 'n manlike handperser van damesjasse en/of kostuumbaadjies en uitgesonderd 'n perser van hemde, dassie, pijamas en ander nagdrag, hoede, pette, onderklere, breiware, voorskote, oorklere en bloese sonder kant, borduursel, opnaaisels en handgemaakte plooië:—

	R	c
Gekwalifiseerde werknemer	13	20
Leerlinge:		
Eerste halfjaar ondervinding	6	00
Tweede halfjaar ondervinding	7	00
Derde halfjaar ondervinding	8	00
Vierde halfjaar ondervinding	9	45
Vyfde halfjaar ondervinding	10	70
Sesde halfjaar ondervinding	11	95
Daarna	13	20

(h) Ander persers nie elders in hierdie klousule genoem nie; onderperser; dryfbandhersteller; onderhoudsassistent; laemaker; gewone naaldwerker; bediener van 'n ritsvasstik-, knoopoortrek-en/of plooiemasjien; ander nasiener; fatsoeneerder volgens patroon; en/of 'n werknemer wat boordjies trubeniseer:—

	R	c
Gekwalifiseerde werknemer, uitgesonderd fatsoeneerder volgens patroon	9	75
Gekwalifiseerde fatsoeneerder volgens patroon	10	25
Leerlinge:		
Eerste halfjaar ondervinding	6	00
Tweede halfjaar ondervinding	6	50
Derde halfjaar ondervinding	7	00
Vierde halfjaar ondervinding	7	95
Vyfde halfjaar ondervinding	8	55
Sesde halfjaar ondervinding	9	15
Daarna, almal behalwe fatsoeneerder volgens patroon	9	75
Daarna, 'n fatsoeneerder volgens patroon	10	25

(i) Algemene werker:—

	R	c
Gekwalifiseerde werknemer	9	25
Leerlinge:		
Eerste halfjaar ondervinding	6	00
Tweede halfjaar ondervinding	6	50
Derde halfjaar ondervinding	7	00
Vierde halfjaar ondervinding	7	75
Vyfde halfjaar ondervinding	8	25
Sesde halfjaar ondervinding	8	75
Daarna	9	25

(j) Ander werknemers:—

	R	c
(i) Voorman	35	85
(ii) Voorvrou	23	35
(iii) Toesighouer	19	85
(iv) Nasiener	16	35
(k) Deeltydse motorvoertuigbestuurder	10	00

(l) *Groepleier of spanleier*.—Wanneer daar van 'n werknemer vereis word om die werksaamhede van 'n groep- of spanleier te verrig, moet hy, terwyl hy aldus in diens is, benewens die loon vir 'n gekwalifiseerde werknemer van sy klas soos in hierdie subklousule bepaal, 'n bedrag gelyk aan 5 persent van sodanige loon vir gekwalifiseerdes, betaal word, met dien verstande dat sodanige bykomende bedrag nie aan die bepaling van klousule 4 (3) (a) van hierdie Ooreenkoms onderworpe is nie.

(m) (1) *Ondervoorman*.—Waar daar van 'n werknemer vereis word om die werksaamhede van 'n ondervoorman te verrig, moet hy, terwyl hy aldus in diens is, benewens die loon vir gekwalifiseerdes vir 'n werknemer van sy klas soos in hierdie klousule bepaal, 'n bedrag gelyk aan 5 persent van sodanige loon vir gekwalifiseerdes betaal word, met dien verstande dat sodanige bykomende bedrag nie aan die bepaling van klousule 4 (3) (a) van hierdie Ooreenkoms onderworpe is nie.

(2) Wanneer daar van 'n werknemer vereis word om die werk van 'n prototipemaker-masjienwerker te verrig, moet hy terwyl hy aldus in diens is, benewens die loon vir 'n gekwalifiseerde naaimasjienwerker soos in hierdie klousule bepaal, 'n bykomende

equal to 10 per cent of such qualified wage, provided that such additional amount shall not be subject to the provisions of clause 4 (3) (a) of this Agreement.

(2) Subject to the provisions of subclause (3) (a), (4) and of clauses 6 and 7 the following minimum wages shall be paid per week to the undermentioned classes of employees who had completed 24 months experience for an employee of his class as at 30 November 1956, and the full period of experience laid down for a qualified employee of his class as at 30 November 1965:—

	R	c
(n) Employees of the class referred to in subclause 4		
(1) (a)	40	85
(o) Employees of the class referred to in subclause 4		
(1) (b)	33	85
(p) Employees of the class referred to in subclause 4		
(1) (c)	20	60
(q) (1) Employees of the class referred to in subclause 4		
(1) (d) (1)	33	85
(2) Employees of the class referred to in subclause 4		
(1) (d) (2)	18	85
(r) Employees of the class referred to in subclause 4		
(1) (e)	15	00
(s) Employees of the class referred to in subclause 4		
(1) (f)	19	10

(3) (a) Save as provided in subclause (3) (b) and (c) and subclause (4) of this clause nothing in this Agreement shall operate to reduce the wage of an employee in the industry; and provided further that a qualified employee in receipt of a wage in excess of the prescribed qualified total wage as at 9 April 1968, shall be entitled to receive as an increase the additional amount, specified below, in addition to such actual total wage, in respect of his class of employee, and such additional amount plus the actual total wage paid on 9 April 1968, shall from the date of coming into operation of this Agreement be regarded as the weekly prescribed wage of such employee, provided that this subclause shall not be applicable to an employee earning R45.00 or more per week:—

(i) Clause 4 (1) (a)	85
(ii) Clause 4 (1) (b)	85
(iii) Clause 4 (1) (c)	85
(iv) Clause 4 (1) (d) (1)	85
(v) Clause 4 (1) (d) (2)	85
(vi) Clause 4 (1) (e)	99
(vii) Clause 4 (1) (f)	85
(viii) Clause 4 (1) (g)	60
(ix) Clause 4 (1) (h)	50
(x) Clause 4 (1) (i)	50
(xi) Clause 4 (1) (j)	85
(xii) Clause 4 (1) (k)	50
(xiii) Clause 4 (2) (n)	85
(xiv) Clause 4 (2) (o)	85
(xv) Clause 4 (2) (p)	85
(xvi) Clause 4 (2) (q) (1)	85
(xvii) Clause 4 (2) (q) (2)	85
(xviii) Clause 4 (2) (r)	85
(xix) Clause 4 (2) (s)	85

(b) Notwithstanding the provisions of clause 4 (3) (a) an employer may be permitted, upon the written request of his employee and with the prior approval of the Council, to pay his employee a wage which is not less than the minimum prescribed wage for an employee of his class; provided that on leaving his employer's service the employee may revert to his actual wage by notifying the Council.

(c) Notwithstanding the provisions of clause 4 (3) (a) and (b) an employer may employ an employee who has been unemployed for a period of not less than 13 weeks at a wage agreed upon between such employer and employee: Provided that—

(i) the agreed wage shall be not less than the prescribed wage for an employee of his class;

(ii) application to the Council for the approval of the agreed wage be made during the first five working days of such employee's service;

and provided further that—

(iii) the agreed wage shall be the wage due to such employee until the employer has been notified by the Council that the application has been granted or refused.

(4) Notwithstanding anything to the contrary contained in this Agreement an employee who is transferred to an occupation in the industry for which a higher wage is prescribed and in which

bedrag gelyk aan 10 persent van sodanige loon vir gekwalifiseerdes, betaal word, met dien verstande dat sodanige bykomende bedrag nie aan die bepaling van klousule 4 (3) (a) van hierdie Ooreenkoms onderworpe is nie.

(2) Behoudens die bepaling van subklousule (3) (a), (4) en van klousules 6 en 7 moet ondergenoemde minimum lone per week betaal word aan ondergenoemde klasse werknemers wat 24 maande ondervinding vir 'n werknemer van sy klas op 30 November 1956 voltooi het, en die volle tydperk van ondervinding, voorgeskryf vir 'n gekwalifiseerde werknemer van sy klas, op 30 November 1965:—

	R	c
(n) Werknemers van die klas bedoel in subklousule 4		
(1) (a)	40	85
(o) Werknemers van die klas bedoel in subklousule 4 (1)		
(1) (b)	33	85
(p) Werknemers van die klas bedoel in subklousule 4 (1)		
(1) (c)	20	60
(q) (1) Werknemers van die klas bedoel in subklousule 4		
(1) (d) (1)	33	85
(2) Werknemers van die klas bedoel in subklousule 4		
(1) (d) (2)	18	85
(r) Werknemers van die klas bedoel in subklousule 4		
(1) (e)	15	00
(s) Werknemers van die klas bedoel in subklousule 4		
(1) (f)	19	10

(3) (a) Behoudens die bepaling van subklousule (3) (b) en (c) en subklousule (4) van hierdie klousule mag niks in hierdie Ooreenkoms die loon van 'n werknemer in die Nywerheid verminder nie; en voorts met dien verstande dat 'n gekwalifiseerde werknemer wat 'n groter loon ontvang as die voorgeskrewe totale loon vir gekwalifiseerdes op 9 April 1968, daarop geregtig is om as 'n verhoging die bykomende bedrag, hieronder gespesifiseer, te ontvang, benewens sodanige werklike totale loon, ten opsigte van sy klas werknemer, en sodanige bykomende bedrag plus die werklike totale bedrag betaal op 9 April 1968 moet vanaf die datum van inwerkingtrede van hierdie Ooreenkoms geag word die weeklikse voorgeskrewe loon van sodanige werknemer te wees, met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n werknemer wat R45 of meer per week verdien:—

(i) Klousule 4 (1) (a)	85
(ii) Klousule 4 (1) (b)	85
(iii) Klousule 4 (1) (c)	85
(iv) Klousule 4 (1) (d) (1)	85
(v) Klousule 4 (1) (d) (2)	85
(vi) Klousule 4 (1) (e)	99
(vii) Klousule 4 (1) (f)	85
(viii) Klousule 4 (1) (g)	60
(ix) Klousule 4 (1) (h)	50
(x) Klousule 4 (1) (i)	50
(xi) Klousule 4 (1) (j)	85
(xii) Klousule 4 (1) (k)	50
(xiii) Klousule 4 (2) (n)	85
(xiv) Klousule 4 (2) (o)	85
(xv) Klousule 4 (2) (p)	85
(xvi) Klousule 4 (2) (q) (1)	85
(xvii) Klousule 4 (2) (q) (2)	85
(xviii) Klousule 4 (2) (r)	85
(xix) Klousule 4 (2) (s)	85

(b) Ondanks die bepaling van klousule 4 (3) (a) kan 'n werkgever toegelaat word om op skriftelike versoek van sy werknemer en met die goedkeuring van die Raad wat vooraf verkry is, sy werknemer 'n loon te betaal wat minstens so groot is as die minimum voorgeskrewe loon vir 'n werknemer van sy klas; met dien verstande dat wanneer hy sy werkgever se diens verlaat die werknemer, by kennisgewing aan die Raad, na sy werklike loon kan terugkeer.

(c) Ondanks die bepaling van klousule 4 (3) (a) en (b) mag 'n werkgever 'n werknemer wat vir 'n tydperk van minstens 13 weke werkloos was, in diens neem teen 'n loon waarvoor sodanige werkgever en werknemer ooreenkoms; met dien verstande dat—

(i) die ooreengekome loon minstens so groot moet wees as die loon voorgeskryf vir 'n werknemer van sy klas;

(ii) aansoek gedurende die eerste vyf werkdade van sodanige werknemer se diens by die Raad gedoen word om goedkeuring van die ooreengekome loon;

en voorts met dien verstande dat—

(iii) die ooreengekome loon die loon moet wees wat verskuldig is aan sodanige werknemer totdat die werkgever deur die Raad verwittig is dat die aansoek toegestaan of geweier is.

(4) Ondanks andersluidende bepaling in hierdie Ooreenkoms moet 'n werknemer wat oorgeplaas word na 'n beroep in die Nywerheid waarvoor 'n hoër loon voorgeskryf is en waarin

he was not previously employed shall continue to receive his wage prior to such employment or transfer until his experience in the new occupation entitles him to an increase. On each pay day in the relevant half-year thereafter, he shall receive a wage of not less than the wage next higher than the wage he was receiving as laid down in subclause (1) relating to his new occupation; on the first pay day of that half-year such employee shall solely for the purpose of calculating his wages, be deemed to be a learner starting with only that period of experience which would enable him to earn the same wage: Provided that an employee employed as a finisher, baster, plain sewer, presser, under-presser and/or general worker who is transferred to the class of sewing machinist shall receive a wage not less than that prescribed in the second notch for the sewing machinist. Should such an employee revert to his previous occupation, his total experience shall again be regarded as his experience, and his wage shall not be less than that which he received in that occupation.

(5) Notwithstanding anything to the contrary contained in this Agreement, the increase to which a learner may become entitled in terms of subclause (1) of this clause shall be paid on the first pay day of each half-year, on the basis of the learner's experience on the last working day of the previous half-year.

(6) Notwithstanding anything to the contrary contained in this Agreement the commencing wage of an employee who has had only bespoke dressmaking experience shall be determined, after a trial period not exceeding two weeks, by the employer and employee concerned in conjunction with the Council. That employee shall then be deemed to be a learner starting with only that period of experience which could enable him to earn the wage agreed to by the employee and the Council.

CLAUSE 3

By the deletion of clause 21 and the substitution of the following clause:—

CLAUSE 21 (MEDICAL AID SOCIETY)

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

(2) Each employer shall on the pay day of each week and from the first pay day after this Agreement comes into operation, deduct the amounts, as set out hereunder, from the wages of each of his employees for whom minimum wages are prescribed in this Agreement, provided that no deductions shall be made from the wages of an employee who has worked less than 20 hours in the week in which the deductions fall due:—

(a) Twenty cents in the case of all employees for whom wages are prescribed in this Agreement.

(b) In addition to the amount specified in paragraph (a) of this subclause, the employer shall deduct the following additional amounts from the weekly wages of his employees:—

(i) one cent in the case of all employees earning less than R11.51 per week;

(ii) six cents in the case of all employees earning R11.51 per week or more, excluding male employees earning R19 per week or more; and

(iii) sixteen cents in the case of all male employees earning R19 per week or more.

The amounts deducted in terms of this paragraph shall be paid into a "Special Sick-Pay Fund".

(c) The employer shall forward weekly the total amounts deducted under paragraphs (a) and (b) of this subclause together with an amount equal to the amounts deducted under paragraph (a) of this subclause which shall be contributed by him and a statement in the form of Annexure B of this Agreement to the Secretary of the Council, P.O. Box 5101, Johannesburg, within seven days of the end of the week in which the deductions fall due.

(3) The funds of the Society shall, subject to the provisions of this clause, be applied to provide members of the Society with medical treatment, medicine and sick-pay in case of illness and shall be administered by a management committee appointed by the Council and consisting of five representatives of the employers' organisation and five representatives of the trade union in accordance with the constitution of the Society.

nie voorheen werksaam was nie, steeds die loon wat voor sodanige indiensneming of oorpasing aan hom betaalbaar was, ontvang totdat sy ondervinding in die nuwe beroep hom op 'n verhoging geregtig maak. Op elke betaaldag in die betrokke halfjaar daarna moet hy 'n loon ontvang van minstens die eersvolgende hoër bedrag as die loon wat hy ontvang het soos bepaal in subklousule (1) betreffende sy nuwe beroep; op die eerste betaaldag van daardie halfjaar word sodanige werknemer, uitsluitlik vir die doel om sy loon te bepaal, geag 'n leerling te wees wat net begin werk met slegs daardie tydperk van ondervinding wat hom in staat sou stel om dieselfde loon te verdien; met dien verstande dat 'n werknemer in diens as 'n afwerker, ryger, gewone naaldwerker, perser, onderperser en/of algemene werker wat na die klas naaimasjiënwerker oorgeplaas word, 'n loon moet ontvang wat minstens so groot is as dié voorgeskryf in die tweede kerf vir die naaimasjiënwerker. Indien so 'n werknemer na sy vorige beroep terugkeer, moet sy totale ondervinding weereens as sy ondervinding geag word, en mag sy loon nie minder wees nie as wat hy in daardie beroep ontvang het.

(5) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet die verhoging waarop 'n leerling kragtens subklousule (1) van hierdie klousule geregtig mag word, op die eerste betaaldag van elke halfjaar betaal word op grondslag van die leerling se ondervinding op die laaste werkdag van die vorige halfjaar.

(6) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet die beginloon van 'n werknemer wat ondervinding slegs van kleremaakery-op-maat opgedoen het, ná 'n proeftyd van hoogstens twee weke, deur die betrokke werkgewer en werknemer in ooreenstemming met die Raad vasgestel word. Dié werknemer word dan geag 'n leerling te wees wat net begin met slegs daardie tydperk van ondervinding wat hom in staat kan stel om die loon te verdien waarvoor die werknemer en die Raad ooreengekom het.

KLOUSULE 3

Deur die skapping van klousule 21 en die vervanging daarvan deur:—

KLOUSULE 21 (MEDIËSE HULPVERENIGING)

(1) Hierby word 'n mediese hulpvereniging voortgesit wat ingevolge die Raad se vorige ooreenkomste ingestel is, en bekend staan as die Mediese Hulpvereniging vir die Transvaalse Klerasienywerheid, in hierdie klousule „die Vereniging” bedoel.

(2) Elke werkgewer moet op die betaaldag van elke week en vanaf die eerste betaaldag nadat hierdie Ooreenkoms in werking getree het, die bedrae van die loon van elkeen van sy werknemers vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf word, aftrek, soos hieronder uiteengesit, met dien verstande dat geen bedrag van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bydraes afgetrek moet word, afgetrek mag word nie:—

(a) Twintig sent in die geval van alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(b) benewens die bedrag genoem in paragraaf (a) van hierdie subklousule moet die werkgewer die volgende bykomende bedrae van die weeklone van sy werknemers aftrek:—

(i) Een sent in die geval van alle werknemers wat minder as R11.51 per week verdien;

(ii) ses sent in die geval van alle werknemers wat R11.51 per week of meer verdien, uitgesonderd manlike werknemers wat R19 per week of meer verdien; en

(iii) sestien sent in die geval van alle manlike werknemers wat R19 per week of meer verdien.

Die bedrae afgetrek ingevolge hierdie paragraaf moet in 'n „Spesiale Siektebesoldigingsfonds” gestort word.

(c) Die totale bedrae wat ingevolge paragrafe (a) en (b) van hierdie subklousule afgetrek word, moet weekliks deur die werkgewer, tesame met 'n bedrag gelyk aan die bedrae afgetrek ingevolge paragraaf (a) van hierdie subklousule, wat deur hom bygedra moet word, saam met 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms, gestuur word aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, binne sewe dae vanaf die end van die week waarin die afrekkings gedoen moet word.

(3) Behoudens die bepalings van hierdie klousule moet die fondse van die Vereniging aangewend word om lede van die Vereniging van geneeskundige behandeling, medisyne en siektebesoldiging in geval van siekte, te voorsien, en dit moet deur 'n Bestuurskomitee geadministreer word wat deur die Raad aangestel is, en uit vyf verteenwoordigers van die werkgewersorganisasie en vyf verteenwoordigers van die vakvereniging ooreenkomstig die konstitusie van die Vereniging bestaan.

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

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

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

(7) A public accountant or accountants appointed by the Industrial Council shall audit the accounts of the Society annually for the period ending 31 December of each year. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Transvaal Clothing Manufacturers' Association and the Garment Workers' Union of South Africa.

(8) (a) (i) All employees covered by the provisions of this Agreement; and

(ii) continuation members, which for the purposes of this clause shall mean members who apply for continued membership of the Society within 30 days of ceasing employment in the Clothing Industry in the Transvaal and/or the Industrial Council for the Clothing Industry (Transvaal), and/or the Garment Workers' Union of South Africa and/or the Transvaal Clothing Manufacturers' Association, and who have completed 10 years of membership with the Society and who pay a subscription of 80 cents per month in advance,

shall be eligible for membership of the Society, provided that continuation members shall be entitled to all the benefits prescribed in this clause, the constitution or rules of the Society, except sick-pay benefits as prescribed in subclauses (10) (e), (11) and (13) of this clause, and provided further that such benefits are obtained only through the Society's appointed medical officers.

(b) Subject to the provisions of the constitution of the Society, a person shall be deemed to be a member of the Society on payment of one week's contributions as provided for in this Agreement and shall be issued with a medical aid card.

(c) On payment of R2.10 (two rand ten cents) per annum, employers in the Clothing Industry (Transvaal) may become members of the Society, but shall not be entitled to receive sick-pay.

(d) Membership of the Society shall cease—

(i) when a member leaves the Industry. A member who becomes unemployed and who does not register for employment shall be deemed to have left the Industry. Registering for employment shall mean registering for employment with the Garment Workers' Union of South Africa, the Industrial Council for the Clothing Industry (Transvaal) or the Department of Labour;

(ii) after a period of 13 weeks continued unemployment;

(iii) after a period of 26 weeks of continuous illness certified by one of the Society's medical officers;

(iv) in the case of a continuation member, if such continuation member has failed to pay the contributions in respect of any month as prescribed in subclause (8) (a) (ii) of this clause, and/or takes up employment in any other industry, trade or occupation.

(e) A member whose membership has ceased under (d) and who has returned to the industry shall after payment of thirteen (13) consecutive weekly contributions be deemed to have been a member of the Society for the period of his employment in the Industry.

(9) All members from whose wages less than 13 consecutive weekly deductions have been made shall be entitled only to—

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

(b) medicines prescribed by such general practitioner.

(10) All members from whose wages 13 or more consecutive weekly deductions have been made in terms of subclause (2) of this clause shall be entitled to the following benefits:—

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

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

(4) Die konstitusie van die Vereniging kan te eniger tyd deur die Bestuurskomitee, behoudens die goedkeuring van die Raad, gewysig word. As 'n geskil te eniger tyd ontstaan aangaande die bepalings van die konstitusie of die administrasie van die Vereniging of enige ander saak in verband waarmee die lede van die Bestuurskomitee gelykop verdeel is, moet die saak na die Nywerheidsraad verwys word, en ingeval geen ooreenstemming deur die Raad verkry kan word nie, moet sodanige geskil na 'n arbiter verwys word oor wie hulle saamgestem het, of by ontstentenis van so 'n ooreenstemming, 'n arbiter aangestel deur die Nywerheidsregistrateur. Die arbiter se beslissing is afdoende.

(5) 'n Eksemplaar van die konstitusie, reëls en lysste van voordele en wysigings daarvan moet by die Sekretaris van Arbeid, Pretoria, ingedien word.

(6) 'n Eksemplaar aan die konstitusie, reëls en lysste van voordele en enige wysigings daarvan moet in die kantoor van die Vereniging gedurende gewone kantoorure vir enige geregistreerde werkgewer of werknemer in die Nywerheid vir insae beskikbaar wees.

(7) 'n Openbare rekenmeester of rekenmeesters, deur die Nywerheidsraad aangestel, moet die rekenings van die Vereniging jaarliks vir die tydperk eindigende 31 Desember van elke jaar ouditeer. Die geouditeerde staat en balansstaat moet daarna vir insae by die kantoor van die Nywerheidsraad lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, die Transvaal Clothing Manufacturers' Association en die Garment Workers' Union of South Africa gestuur word.

(8) (a) (i) Alle werknemers deur die bepalings van hierdie Ooreenkoms gedek; en

(ii) voortsettingslede, wat by die toepassing van hierdie Klousule lede beteken wat aansoek om voortgesette lidmaatskap van die Vereniging doen binne 30 dae nadat hul diens geëindig het in die Klerasiennywerheid in Transvaal en/of die Nywerheidsraad vir die Klerasiennywerheid (Transvaal), en/of die Garment Workers' Union of South Africa en/of die Transvaal Clothing Manufacturers' Association, en wat 10 jaar lidmaatskap met die Vereniging voltooi het en ledes van 80 sent per maand vooruit betaal, kom in aanmerking vir lidmaatskap van die Vereniging, met dien verstande dat voortsettingslede geregtig is op al die voordele voorgeskryf in hierdie klousule, die konstitusie of reëls van die Vereniging, behalwe siektebesoldigingsvoordele soos voorgeskryf in subklousules (10) (e), (11) en (13) van hierdie klousule, en verder met dien verstande dat sodanige voordele slegs verkry word deur bemiddeling van die Vereniging se aangestelde mediese beampptes.

(b) Behoudens die bepalings van die konstitusie van die Vereniging word 'n persoon geag lid van die Vereniging te wees by betaling van een week se bydraes soos in hierdie Ooreenkoms bepaal en word hy van 'n mediese hulpkartaat voorsien.

(c) By betaling van R2.10 (twee rand tien sent) per jaar, kan werkgewers in die Klerasiennywerheid (Transvaal) lede van die Vereniging word, maar is nie geregtig op siektebesoldiging nie.

(d) Lidmaatskap van die Vereniging eindig—

(i) wanneer 'n lid die Nywerheid verlaat. 'n Lid wat werkloos word en nie vir werk registreer nie, word geag die Nywerheid te verlaat het. Vir werk registreer beteken vir werk registreer by die Garment Workers' Union of South Africa, die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) of die Departement van Arbeid;

(ii) ná 'n tydperk van 13 weke ononderbroke werkloosheid;

(iii) ná 'n tydperk van 26 weke ononderbroke siekte gesertifiseer deur een van die Vereniging se mediese beampptes;

(iv) in die geval van 'n voortsettingslid, wanneer sodanige voortsettingslid versuim het om die bydraes te betaal ten opsigte van enige maand soos voorgeskryf in subklousule (8) (a) (ii) van hierdie klousule, en/of diens aanvaar in enige ander nywerheid, bedryf of beroep.

(e) 'n Lid wie se lidmaatskap ingevolge (d) geëindig het en wat na die Nywerheid terugkeer, moet ná betaling van dertien (13) opeenvolgende weeklikse bydraes geag word lid van die Vereniging te gewees het vir die tydperk van sy diens in die Nywerheid.

(9) Alle lede van wie se loon minder as 13 opeenvolgende weeklikse aftrekkings gemaak is, is geregtig slegs op—

(a) dienste van 'n algemene praktisyn aangestel deur die Bestuurskomitee;

(b) medisyne deur sodanige algemene praktisyn voorgeskryf.

(10) Alle lede van wie se loon 13 opeenvolgende weeklikse aftrekkings ingevolge subklousule (2) van hierdie klousule gemaak is, is geregtig op die volgende voordele:—

(a) Die dienste van 'n algemene praktisyn en tandarts (hieronder "mediese beampptes" bedoel) deur die Bestuurskomitee aangestel.

(b) Konsultasies met spesialiste deur die Bestuurskomitee aangestel.

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

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

(e) Sick-pay under the following conditions:—

(i) Sick-pay for periods of absence from work of three days or longer duration due to illness provided that a certificate covering such period is produced from a medical officer or specialist of the Society.

(ii) Members shall be entitled to sick-pay for not more than 12 weeks in any one period of 12 months provided that in case of illness arising from pregnancy not more than eight weeks sick-pay shall be paid. The management committee may in its discretion authorise payment for an additional number of weeks not exceeding three in any one period.

(iii) For all members who have made the number of contributions stated below, sick-pay shall be paid on the following basis:—

(aa) In respect of continuous periods of absence due to illness of not less than three but not more than seven working days' duration, the amounts specified below:—

No of contributions	3 working days only	4 working days only	5 working days but not more than 7 working days
	R	R	R
13-25.....	0.40	1.00	1.50
26-51.....	0.50	1.30	1.90
52-77.....	0.55	1.50	2.20
78-103.....	0.60	1.70	2.50
104-129....	0.70	2.00	3.00
130-155....	0.80	2.30	3.40
156-259....	0.90	2.50	3.70
260-519....	1.10	2.80	4.10
520 or more	1.50	3.00	4.40

(bb) In respect of continuous periods of absence due to illness of more than seven working days' duration, the amounts specified below in respect of each completed period of five working days:—

No. of contributions	8 working days to 15 working days for each 5 working days	16 working days to 30 working days for each 5 working days	31 working days to 60 working days for each 5 working days
	R	R	R
13-25.....	1.80	1.50	1.80
26-51.....	2.20	1.80	2.20
52-77.....	2.60	2.10	2.60
78-103.....	2.95	2.40	2.95
104-129....	3.45	2.85	3.45
130-155....	3.90	3.25	3.90
156-259....	4.35	3.60	4.35
260-519....	4.85	4.00	4.85
520 or more	5.15	4.25	5.15

(iv) Notwithstanding the provisions of paragraph (e) (iii) (bb) payment of sick-pay at half the rate prescribed for the preceding five completed days shall be made in respect of any further period of illness of not less than three continuous working days following on the first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth and eleventh period of five days' illness in respect of which payment was made.

(11) (a) If any member is entitled to sick-pay benefits in terms of the provisions of subclause (10) of this clause, such member shall be entitled to receive the additional benefit specified in this subclause for each day of absence due to illness:—

(i) In the case of a member from whose wages one cent has been deducted in terms of the provisions of subclause (2) (b) (i), provided that not less than 96 deductions have been made from his wages, an amount of five cents for each complete day;

(ii) in the case of a member from whose wages six cents have been deducted in terms of the provisions of subclause (2) (b) (ii), provided that not less than 24 deductions have been made from his wages, an amount of 36 cents for each complete day, except that an amount of 28 cents shall be paid in respect of the sixteenth to thirtieth working day inclusive; and

(iii) in the case of a member from whose wages 16 cents have been deducted in terms of the provisions of subclause (2) (b) (iii); provided that not less than 24 deductions have been made from his wages, an amount of 75 cents for each complete day, except that an amount of 68 cents shall be paid in respect of the sixteenth to thirtieth day, inclusive.

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

(d) Betaling van gelde vir ambulans bestel deur die mediese beamptes of spesialiste van die Vereniging.

(e) Siektebesoldiging onder die volgende voorwaardes:—

(i) Siektebesoldiging vir tydperke van afwesigheid van werk van drie dae of langer weens siekte, met dien verstande dat 'n serti-fikaat wat sodanige tydperk dek, van 'n mediese beampte of spialis van die Vereniging ingedien word.

(ii) Lede is geregtig op siektebesoldiging vir hoogstens 12 weke in enige bepaalde tydperk van 12 maande, met dien verstande dat ingeval van siekte weens swangerskap hoogstens agt weke siektebesoldiging betaal word. Die Bestuurskomitee kan na goeie dunksie besoldiging vir 'n bykomende getal weke van hoogstens drie in enige bepaalde tydperk magtig.

(iii) Vir alle lede wat ondergenoemde getal bydraes gemaak het, word siektebesoldiging op die volgende grondslag betaal:—

(aa) Ten opsigte van ononderbroke tydperke van afwesigheid weens siekte minstens drie maar hoogstens sewe werkdade, die bedrae hieronder gespesifiseer:—

Getal bydraes	3 werkdade alleen	4 werkdade alleen	5 werkdade maar hoogstens 7 werkdade
	R	R	R
13-25.....	0.40	1.00	1.50
26-51.....	0.50	1.30	1.90
52-77.....	0.55	1.50	2.20
78-103.....	0.60	1.70	2.50
104-129....	0.70	2.00	3.00
130-155....	0.80	2.30	3.40
156-259....	0.90	2.50	3.70
260-519....	1.10	2.80	4.10
520 of meer..	1.50	3.00	4.40

(bb) Ten opsigte van ononderbroke tydperke van afwesigheid weens siekte van meer as sewe werkdade, die bedrae hieronder gespesifiseer ten opsigte van elke voltooiide tydperk van vyf werkdade:—

Getal bydraes	8 werkdade tot 15 werkdade vir elke 5 werkdade	16 werkdade tot 30 werkdade vir elke 5 werkdade	31 werkdade tot 60 werkdade vir elke 5 werkdade
	R	R	R
13-25.....	1.80	1.50	1.80
26-51.....	2.20	1.80	2.20
52-77.....	2.60	2.10	2.60
78-103.....	2.95	2.40	2.95
104-129....	3.45	2.85	3.45
130-155....	3.90	3.25	3.90
156-259....	4.35	3.60	4.35
260-519....	4.85	4.00	4.85
520 of meer..	5.15	4.25	5.15

(iv) Ondanks die bepaling van paragraaf (e) (iii) (bb) moet betaling van siektebesoldiging teen helfte van die koers voorgeskryf vir die voorafgaande vyf voltooiide dae gedoen word ten opsigte van enige verdere tydperk van siekte van minstens drie opeenvolgende werkdade wat volg op die eerste, tweede, derde, vierde, vyfde, sesde, sewende, agste, negende, tiende en elfde tydperk van vyf dae siekte ten opsigte waarvan betaling gedoen is.

(11) (a) As 'n lid op siektebesoldigingsvoorrede geregtig is ingevolge subklousule (10) van hierdie klousule, is sodanige lid geregtig op die bykomende voordeel in hierdie subklousule gespesifiseer vir elke dag afwesigheid weens siekte:—

(i) In die geval van 'n lid van wie se loon een sent ingevolge subklousule (2) (b) (i) afgetrek is, met dien verstande dat minstens 96 aftrekkings van sy loon gemaak is, 'n bedrag van vyf sent vir elke voltooiide dag;

(ii) in die geval van 'n lid van wie se loon ses sent ingevolge subklousule (2) (b) (ii) afgetrek is, met dien verstande dat minstens 24 aftrekkings van sy loon gemaak is, 'n bedrag van 36 sent vir elke voltooiide dag, behalwe dat 'n bedrag van 28 sent betaal moet word ten opsigte van die sestiende tot en met die dertigste werkdag; en

(iii) in die geval van 'n lid van wie se loon 16 sent ingevolge subklousule (2) (b) (iii); afgetrek is, met dien verstande dat minstens 24 aftrekkings van sy loon gemaak is, 'n bedrag van 75 sent vir elke voltooiide dag, behalwe dat 'n bedrag van 68 sent betaal moet word ten opsigte van die sestiende tot en met die dertigste dag.

(b) All benefits under this subclause shall be paid only if there is an amount of not less than R2,000 (two thousand rand) available in the Special Sick Pay Fund.

(12) Members of the Society from whose wages deductions have been made regularly for a period of three years (144 deductions) shall, in addition to the benefits mentioned in subclauses (10) and (11) of this clause be entitled to the following:—

(a) Operations and treatment free of charge by specialists appointed by the Management Committee.

(b) Free hospitalisation for such operations and treatment in nursing homes or hospitals approved by the Management Committee.

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

(b) For the purpose of subclauses (10) and (11) of this clause, a period of 12 months shall be reckoned from the first day of illness for which sick-pay is payable; further periods of 12 months shall be reckoned from the first day of illness for which sick-pay is payable after the expiration of the previous period of 12 months.

(c) No sick-pay shall be paid in terms of subclauses (10) and (11) of this clause for any period for which holiday pay is payable and/or the period of three weeks calculated from the last day of work of an establishment closing for annual leave at the end of each year.

(14) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other fund or funds whose objects shall be solely to benefit the employees of the Clothing Industry (Transvaal); provided that if no new agreement providing for the continuation of the Fund is entered into within one year after the expiry of this Agreement or the Fund not being transferred as aforesaid within such period the Fund shall be liquidated.

(15) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Management Committee shall continue to administer the Fund, and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes; provided, however, that any vacancy occurring on the Committee may be filled by the 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 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. If there is no Council 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 subclause (16) of this clause; provided that if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

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

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

(18) (a) No person, who has not previously been employed in the Industry, or has not worked in the Industry during the 12 months preceding the first day of employment shall be employed by an employer after the date of coming into operation of this Agreement unless a certificate showing that such person has been X-rayed during the preceding 12 months and found to be free from T.B. in an infectious form has been obtained either prior to engagement or within two weeks from the date of engagement.

(b) Alle voordele ingevolge hierdie subklousule moet slegs betaal word as daar 'n bedrag van minstens R2,000 (twee duisend rand) in die Spesiale Siektebesoldigingsfonds beskikbaar is.

(12) Lede van die Vereniging van wie se loon aftrekkings gereeld gedoen is vir 'n tydperk van drie jaar (144 aftrekkings) is, benewens die voordele in subklousules (10) en (11) van hierdie klousule genoem, geregtig op die volgende:—

(a) Kostelose operasies en behandeling deur spesialiste deur die Bestuurskomitee aangestel.

(b) Vry hospitalisasie vir sulke operasies en behandeling in verpleeginrigtings of hospitale wat deur die Bestuurskomitee goedgekeur is.

(13) (a) Ten einde siektebesoldiging te bereken, beteken een volle week vyf agtereenvolgende werkdade.

(b) By die toepassing van subklousules (10) en (11) van hierdie klousule word 'n tydperk van 12 maande gereken vanaf die eerste dag van die siekte waarvoor siektebesoldiging betaalbaar is; verdere tydperke van 12 maande word gereken vanaf die eerste dag van die siekte waarvoor siektebesoldiging betaalbaar is ná die verstryking van die vorige tydperk van 12 maande.

(c) Geen siektebesoldiging word betaal ingevolge subklousules (10) en (11) van hierdie klousule vir enige tydperk waarvoor verlofbesoldiging betaalbaar is en/of die tydperk van drie weke bereken vanaf die laaste werkdag van 'n bedryfsinrigting wat vir die jaarlikse vakansietyd aan die einde van die jaar sluit.

(14) Ingeval hierdie Ooreenkoms deur verloop van tyd of om enige ander rede nie langer geldig is nie, moet die Fonds steeds deur die Bestuurskomitee geadmistreer word totdat dit of gelikwider is of deur die Raad na 'n ander fonds of fondse oorge- dra is waarvan die oogmerke uitsluitlik die bevoordeling van werknemers van die Klerasiensywerheid (Transvaal) is; met dien verstande dat as geen nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds binne een jaar ná die verstryking van hierdie Ooreenkoms aangegaan is nie of die Fonds nie soos voornoem binne sodanige tydperk oorgeplaas is nie, word die Fonds gelikwider.

(15) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee voortgaan om die Fonds te administreer, en die lede van die Komitee wat op die datum bestaan waarop die Raad sy werksaamhede staak of hy ontbind word, moet vir sodanige doeleindes as lede daarvan beskou word; met dien verstande egter dat enige vakature wat in die Komitee ontstaan, deur die Registrateur gevul kan word uit werkgewers of werknemers in die Nywerheid, na gelang van die geval, om aldus 'n gelyke getal werkgewer- en werknemerverteenwoordigers en van plaasvervangers in die lidmaatskap van die Komitee te verseker. Ingeval sodanige Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat, na die mening van die Registrateur, die administrasie van die Fonds ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer en wat al die bevoegdhede van die Komitee vir hierdie doel moet besit. As daar geen Raad bestaan nie, moet die Fonds by verstryking van hierdie Ooreenkoms gelikwider word deur die Komitee of die trustees, na gelang van die geval, op die wyse uiteengesit in subklousule (16) van hierdie klousule; met dien verstande dat as die sake van die Raad by sodanige verstryking reeds beredder en sy bates verdeel is, die balans van hierdie Fonds verdeel moet word soos bepaal in artikel 34 (4) van die Wet, asof dit deel van die algemene fondse van die Raad uitmaak.

(16) By likwidasië van die Fonds ingevolge subklousule (14) van hierdie klousule moet die geld wat in die krediet van die Fonds oorbly nadat al die eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die Raad se fondse inbetaal word.

(17) Alle administrasie- en likwidasiëkoste is 'n las teen die fondse van die Vereniging.

(18) (a) Niemand wat nie voorheen in die Nywerheid werksaam was of wat nie gedurende die 12 maande onmiddellik voor die eerste dag diens in die Nywerheid gewerk het nie, mag ná die datum van inwerkingtreding van hierdie Ooreenkoms deur 'n werkgewer in diens geneem word nie tensy 'n sertifikaat waarin gemeld word dat sodanige persoon gedurende die vorige 12 maande aan 'n X-straal-onderzoek onderwerp en vry van tuberkulose in 'n aansteeklike vorm bevind is, en verkry is of voor indiensneming of binne twee weke vanaf die datum van indiensneming.

(b) All employers shall at the request of the Secretary allow their employees to take time off during their working hours to be X-rayed (whenever a mass X-ray is undertaken by the Society), and no deduction shall be made from employees' wages for the time lost.

(c) It shall furthermore be a condition of employment that an employee shall at the written request of the Society be X-rayed within a period of two weeks from the date of such request. Any employee who fails to comply with such request shall not be eligible for employment in the Clothing Industry and no employer shall employ such employee.

(19) The Management Committee shall have the power to determine the amount of sick-pay or other benefits to be granted to members and the conditions attached thereto and to vary such amounts and conditions, provided that sick-pay and other benefits shall be not less favourable than those provided for in this clause.

CLAUSE 4

By the deletion of subclause 22 (3) and the substitution of the following subclause:—

(3) (a) Each employer shall, on the pay-day of each week and from the first pay-day after this Agreement comes into operation, deduct the amounts as set out hereunder, from the wages of each of his employees for whom minimum wages are prescribed in this Agreement; provided that no deductions shall be made from the wages of an employee who has worked for less than 20 hours in the week in which the deductions fall due:—

(i) Six cents in the case of employees earning less than R13.42 per week.

(ii) Eight cents in the case of employees earning R13.42 per week or more.

(iii) In addition to the amounts specified in paragraphs (i) and (ii) of this subclause, from the weekly wages of each employee who is not a contributor to the Unemployment Insurance Fund established under the Unemployment Insurance Act, 1946, an amount of two cents shall be deducted in the case of an employee earning less than R6 per week, and three cents in the case of any other employee.

(b) The employer shall forward the total amounts deducted under subparagraphs (i), (ii) and (iii) of paragraph (a) together with an amount equal to the amounts deducted under subparagraphs (i) and (ii) of paragraph (a) which shall be contributed by him and a statement in the form of Annexure B of this Agreement to the Secretary of the Council, P.O. Box 5101, Johannesburg, within seven days of the end of the week in which the deductions fall due.

CLAUSE 5

By the deletion of clause 29 and the substitution of the following clause:—

CLAUSE 29 (LONG SERVICE EMPLOYEES)

On written notification by the Secretary of the Council, an employers hall, within 14 days after receipt of such notification, increase the wage of the number of employees, stated in the notification, and falling in the classes of employees referred to in clause 4 (1) (a) to (d) and 4 (1) (f) to not less than the wage for an employee of his class as prescribed in clause 4 (2) (n) to (s) or in the case of an employee employed in any occupation referred to in clause 4 (1) (e) to not less than R13.50 per week, provided that—

(i) the Secretary of the Council shall only send out such notification after a resolution has been passed to that effect at a meeting of the Council;

(ii) the Council shall only be empowered to pass such resolution if it has been established from the information supplied on the returns rendered in terms of clause 23 of this Agreement for the months of February, May, August and/or November of each year that the number of long service employees, as defined and including the employees referred to in clause 4 (1) (f) and including any employee employed in any occupation referred to in clause 4 (1) (e) who is paid a weekly wage of not less than R13.50, has dropped below 30 per cent of the total number of employees employed in the industry in the occupations specified in clause 4 (1) (a) to (f) and 4 (2) (n) to (s);

(iii) the number of employees mentioned in such notification shall be determined by the Secretary in accordance with the following formula:—

The total number of employees less than the 30 per cent referred to in subparagraph (ii) above, multiplied by the number of employees employed in the occupations specified in

(b) Alle werkgewers moet op versoek van die Sekretaris hul werknemers toelaat om (wanneer 'n grootskaalse X-straal-onderzoek deur die Vereniging onderneem word) gedurende hul werkeure aan 'n X-straal-onderzoek onderwerp word, en geen bedrag mag vir tyd wat hierdeur verloor word, van die loon van die werknemer afgetrek word nie.

(c) Voorts is dit 'n diensvoorwaarde dat 'n werknemer hom op skriftelike versoek van die Vereniging aan 'n X-straal-onderzoek moet onderwerp binne 'n tydperk van twee weke vanaf die datum van sodanige versoek. 'n Werknemer wat versuim om aan dié versoek te voldoen mag nie vir indiensneming in die Klerasierywerheid in aanmerking geneem word en mag geen werkgewer sodanige werknemer in diens neem nie.

(19) Die Bestuurskomitee het die bevoegdheid om die bedrag aan siektebesoldiging of ander voordele wat aan lede toegestaan moet word, en die desbetreffende voorwaardes, te bepaal, en om sodanige bedrae en voorwaardes te wysig, met dien verstande dat siektebesoldiging en ander voordele nie minder gunstig mag wees as dié wat in hierdie klousule bepaal word nie.

KLOUSULE 4

Deur die skapping van subklousule 22 (3) van en die vervanging daarvan deur:—

(3) (a) Elke werkgewer moet op die betaaldag van elke week en vanaf die eerste betaaldag ná die inwerkingtreding van hierdie Ooreenkoms die ondergenoemde bedrae aftrek van die loon van elk van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word; met dien verstande dat geen aftrekkings gemaak mag word van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die aftrekkings gemaak moet word nie:—

(i) Ses sent in die geval van werknemers wat minder as R13.42 per week verdien.

(ii) Agt sent in die geval van werknemers van R13.42 per week of meer verdien.

(iii) Benewens die bedrae gespesifiseer in paragrafe (i) en (ii) van hierdie subklousule, van die weekloon van elke werknemer wat nie 'n bydraer is nie tot die Werkloosheidsversekeringsfonds ingestel ingevolge die Werkloosheidsversekeringswet, 1946, moet 'n bedrag van twee sent afgetrek word in die geval van 'n werknemer wat minder as R6 per week verdien, en drie sent in die geval van elke ander werknemer.

(b) Die werkgewer moet die totale bedrae ingevolge subparagrafe (i), (ii) en (iii) van paragraaf (a) saam met 'n bedrag gelyk aan die bedrae afgetrek ingevolge subparagrafe (i) en (ii) van paragraaf (a), wat deur hom bygedra moet word, en saam met 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms binne sewe dae van die end van die week waarin die aftrekkings gedoen moet word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur.

KLOUSULE 5

Deur die skapping van klousule 29 en die vervanging daarvan deur:—

KLOUSULE 29 (LANGDIENSWERKNEMERS)

Op skriftelike kennisgewing deur die Sekretaris van die Raad moet 'n werkgewer binne 14 dae nadat hy sodanige kennisgewing ontvang het, die loon van die getal werknemers wat in die kennisgewing genoem word en wat val binne die klasse werknemers in subklousule 4 (1) (a) tot (d) en 4 (1) (f) bedoel, verhoog tot minstens die loon van 'n werknemer van sy klas soos voorgeskryf in klousule 4 (2) (n) tot (s) of in die geval van 'n werknemer werksaam in 'n beroep bedoel in klousule 4 (1) (e), tot minstens R13.50 per week, met dien verstande dat—

(i) die Sekretaris van die Raad sodanige kennisgewing slegs moet uitstuur ná 'n besluit met dié strekking by 'n vergadering van die Raad aangeneem is;

(ii) die Raad slegs gemagtig word om sodanige besluit te neem as dit uit die inligting verskaf op die opgewasse ingedien ingevolge klousule 23 van hierdie Ooreenkoms vir die maande Februarie, Mei, Augustus en/of November of van elke jaar blyk dat die getal langdienswerknemers, soos omskryf en met inbegrip van die werknemers bedoel in klousule 4 (1) (f) en met inbegrip van enige werknemer werksaam in 'n beroep bedoel in klousule 4 (1) (e) wat 'n weekloon van minstens R13.50 betaal is, benede 30 persent van die totale getal werknemers, werksaam in die Nywerheid in die beroepe gespesifiseer in klousule 4 (1) (a) tot (f) en 4 (2) (n) tot (s), gedaal het;

(iii) die getal werknemers in sodanige kennisgewing genoem, deur die Sekretaris moet bepaal word ooreenkomstig die onderstaande formule:—

Die totale getal werknemers minder as die 30 persent bedoel in subparagraaf (ii) hierbo, vermenigvuldig met die getal werknemers in diens in die beroepe gespesifiseer in subklousules 4

subclauses 4 (1) (a) to (f) and 4 (2) (n) to (s) and employed by the employer, divided by the total number of employees in the Industry employed in the occupations specified in subclauses 4 (1) (a) to (f) and 4 (2) (n) to (s);

and provided further that—

(iv) should all the employees falling into the classes of employees for whom wages are prescribed in subclauses 4 (1) (a) to (d) and 4 (1) (f) of a particular employer be paid not less than the wage for an employee of his class as prescribed in clause 4 (2) (n) to (s), or in the case of an employee employed in an occupation referred to in subclause 4 (1) (e) not less than R13.50 per week, such employer shall be excluded from the provisions of this clause.

CLAUSE 6

By the addition of the following clause:—

CLAUSE 30 (OVERALLS)

(1) An employer shall grant free of charge to each of his female employees two overalls simultaneously per annum, which may be of the wrap over type, within four weeks of the commencement of her employment or within four weeks from the coming into operation of this Agreement. An employee to whom such overalls have been issued in terms hereof shall be required to wear such overalls during all working hours, and shall be responsible for the good condition and laundering, away from the establishment where she is employed, of such overalls; provided that an employer may launder his overalls and withdraw the right of an employee to take such overalls away from the establishment where she is employed, and provided further that nothing contained in this subclause must be construed to reduce the obligations imposed on any employer in regard to protective clothing and appliances as laid down in the Factories, Machinery and Building Work Act, 1941, or the regulations published under that Act.

(2) All overalls issued in terms of this clause shall remain the property of the employer and shall be returned by the employee to her employer at the termination of her service. The employer may collect from his employee the sum of R1 per overall at the termination of her service in the event of the employee not having returned any overall issued to her, which sum shall be recoverable by way of being set off out of any moneys due to such employee, notwithstanding the provisions of subclause (2) of clause 7 of this Agreement.

CLAUSE 7

By the addition of the following clause:—

CLAUSE 31 (STABILISATION INSURANCE FUND)

(1) There is hereby established a Stabilisation Insurance Fund, hereinafter referred to as "the Fund", for the purpose of paying to—

(a) any employee for whom wages are prescribed in this Agreement, on cession to the Fund of any claim which such employee has against the insolvent estate of his employer in respect of any preferential claim in terms of the provisions of section 100 of the Insolvency Act, No. 24 of 1936, as amended, of an amount equal to the amount of such claim;

(b) the Transvaal Clothing Industry Medical Aid Society, the Slack Pay Fund for the Clothing Industry (Transvaal) and the Provident Fund for the Clothing Industry (Transvaal), on cession to the Fund of any claim which the Transvaal Clothing Industry Medical Aid Society, the Slack Pay Fund for the Clothing Industry and/or the Provident Fund for the Clothing Industry (Transvaal) may have against the insolvent estate of any employer in respect of preferential contributions owing in terms of the provisions of section 99 of the Insolvency Act, No. 24 of 1936, as amended, of an amount equal to the amount of such claim.

(2) The funds of the Fund shall consist of—

(a) contributions paid in terms of subclause (3) of this clause;

(b) interest earned on moneys invested;

(c) moneys claimed and paid from insolvent estates; and

(d) any other amounts falling to the credit of the Fund.

(3) Every employer in the Industry shall contribute an amount equal to 25 cents per employee per week, which amount shall be paid to the Secretary of the Council, P.O. Box 5101, Johannesburg, within seven days after the end of the week in which the contributions fall due.

(1) (a) tot (f) en (4) (1) (n) tot (s) en by die werkgewer in diens, gedeel deur die totale getal werknemers in die Nywerheid werksaam in die beroepe gespesifiseer in subklousules 4 (1) (a) tot (f) en 4 (2) (n) tot (s);

en voorts met dien verstande dat—

(iv) as al die werknemers wat in die klasse werknemers val vir wie lone in subklousules 4 (1) (a) tot (d) en 4 (1) (f) van 'n besondere werkgewer voorgeskryf is, minstens die loon betaal word vir 'n werknemer van sy klas soos voorgeskryf in klousule 4 (2) (n) tot (s), of in die geval van 'n werknemer werksaam in 'n beroep bedoel in subklousule 4 (1) (e), minstens R13.50 per week, sodanige werkgewer uit die bepalings van hierdie klousule uitgesluit word.

KLOUSULE 6

Deur die byvoeging van die volgende:—

KLOUSULE 30 (OORPAKKE)

(1) 'n Werkgewer moet aan elkeen van sy vroulike werknemers twee gratis oorpakke tegelykertyd per jaar uitreik, pakke wat van die oorslaantipe mag wees, binne vier weke nadat sy begin werk het of binne vier weke vanaf die inwerkingtreding van hierdie Ooreenkoms. 'n Werknemer aan wie sulke oorpakke ingevolge hiervan uitgereik is, moet sulke oorpakke gedurende alle werkure dra, en is verantwoordelik vir die goeie toestand en die was en stryk daarvan weg van die bedryfsinrigting af waar sy werk; met dien verstande dat 'n werkgewer sy oorpakke kan was en stryk en die reg aan 'n werknemer mag intrek om sulke oorpakke weg van die bedryfsinrigting af te neem waar sy werk, en voorts met dien verstande dat niks in hierdie subklousule so uitgelê mag word dat dit die verpligtings verminder wat op enige werkgewer gelê word met betrekking tot beskermende kleren en toestelle soos bepaal in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of die regulasies ingevolge daardie Wet gepubliseer.

(2) Alle oorpakke wat ingevolge hierdie klousule uitgereik word, bly die eiendom van die werkgewer en moet deur die werknemer aan haar werkgewer by beëindiging van haar diens terugbesorg word. Die werkgewer mag van sy werknemer die bedrag van R1 per oorpak by haar diensbeëindiging invorder ingeval die werknemer nie 'n oorpak terugbesorg het wat aan haar uitgereik was nie, en die bedrag is verhaalbaar deur dit af te trek van enige geld aan sodanige werknemer verskuldig, ondanks die bepalings van subklousules (2) van klousule 7 van hierdie Ooreenkoms.

KLOUSULE 7

Deur die byvoeging van die volgende:—

KLOUSULE 31 (STABILISASIEVERSEKERINGSFONDS)

(1) Hierby word 'n Stabilisasieversekeringsfonds ingestel, hiernaar „die Fonds" bedoel, met die doel om—

(a) aan enige werknemer vir wie 'n loon in hierdie Ooreenkoms voorgeskryf word, by sessie aan die Fonds van enige eis wat sodanige werknemer teen die insolvente boedel van sy werkgewer het ten opsigte van enige preferensiële eis ingevolge artikel 100 van die Insolvensiewet, No. 24 van 1936, soos gewysig, 'n bedrag gelyk aan die bedrag van sodanige eis te betaal;

(b) aan die Mediese Hulpvereniging van die Transvaalse Klerasiennywerheid, die Slaptetydfonds vir die Klerasiennywerheid (Transvaal) en die Voorsorgfonds vir die Klerasiennywerheid (Transvaal), by sessie aan die Fonds van enige eis wat die Mediese Hulpvereniging van die Klerasiennywerheid, die Slaptetydfonds van die Klerasiennywerheid en/of die Voorsorgfonds van die Klerasiennywerheid (Transvaal), teen die insolvente boedel van enige werkgewer mag hê ten opsigte van preferensiële bydraes ingevolge die bepalings van artikel 99 van die Insolvensiewet, No. 24 van 1936, soos gewysig, 'n bedrag gelyk aan die bedrag van sodanige eis te betaal.

(2) Die bates van die Fonds bestaan uit—

(a) bydraes betaal ingevolge subklousule (3) van hierdie klousule;

(b) rente gekweek op geld belê;

(c) geld van insolvente boedels geëis en betaal; en

(d) enige ander bedrag wat die Fonds toeval.

(3) Elke werkgewer in die Nywerheid moet 'n bedrag gelyk aan 25 sent per werknemer per week bydra en dié bedrag moet binne sewe dae na die end van die week waarin die bydraes verskuldig is, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur.

(4) An individual ledger sheet shall be maintained by the Secretary of the Council in respect of each and every employer in the Industry and such sheet shall reflect the total amount paid into the Fund by such employer, in terms of subclause (3), less the amounts paid out by the Fund in terms of subclauses (5) and (6), plus the amount referred to in subclause (7).

(5) (i) In the months of December of each year the Fund shall pay to—

(a) an employee who has ceded his claim to the Fund in terms of subclause (a) an amount equal to such claim;

(b) the Transvaal Clothing Industry Medical Aid Society, the Provident Fund for the Clothing Industry (Transvaal) and the Slack Pay Fund for the Clothing Industry (Transvaal) an amount equal to the amount of the claim ceded to the Fund in terms of subclause (1) (b) of this clause.

(ii) The total amount as paid out in terms of subparagraph (i) above shall be debited pro rata to the amount entered on each ledger sheet of each employer.

(6) Every employer shall submit to the Council in the month of February of each year a list of all employees in his employment on the first Friday of February of each year and if it is found that the amount standing to the credit of that employer as at the first day of January of that year, if divided by the number of employees listed, exceeds R15 per employee, such employer shall be refunded such excess amount and such excess amount refunded shall be debited against the employer's ledger sheet.

(7) (a) The total amount paid in respect of any claim made by the Fund against an insolvent estate of any employer during any calendar year shall be credited to each remaining employers' ledger sheets pro rata to the amount standing to the credit of each remaining employer as at the 31st December of the calendar year preceding the year in which such amounts were paid.

(b) Where claims are made against the insolvent estate of any employer in respect of claims ceded to the Fund in terms of clause 1 the amount standing to the credit of the employer of such insolvent estate shall be off-set against the amount of the claims ceded to the Fund in terms of subclause (1), provided that should such amount exceed the total amount of the claims ceded to the Fund the balance or part of the balance shall be paid into the insolvent estate of such employer.

(8) On ceasing operations as a clothing manufacturer or on exemption granted in terms of subclause (9), an employer shall be entitled to a refund of the amount shown standing to his credit less any amounts owing as wages or holiday pay to any of his employees, the Transvaal Clothing Industry Medical Aid Society, the Slack Pay Fund for the Clothing Industry (Transvaal), the Provident Fund for the Clothing Industry (Transvaal) or the Industrial Council for the Clothing Industry (Transvaal).

(9) Any employer giving a guarantee, by way of a banker's guarantee or other guarantee acceptable to the Council, covering all liabilities in the case of the insolvency of his firm, to his employees in respect of wages and holiday pay not exceeding an amount of R600 to each employee, to the Transvaal Clothing Industry Medical Aid Society, the Slack Pay Fund for the Clothing Industry (Transvaal) and the Provident Fund for the Clothing Industry (Transvaal), provided that such guarantee need not cover any liabilities which occurred more than 12 months prior to the final liquidation of his firm, shall be exempted from the provisions of this clause and in such case the provisions of this clause shall not apply in respect of any rights or privileges bestowed on the employees of such employer or in respect of the Transvaal Clothing Industry Medical Aid Society, the Slack Pay Fund for the Clothing Industry (Transvaal) or the Provident Fund for the Clothing Industry (Transvaal).

(10) *Administration of the Fund.*—(i) The administration of the Fund shall be vested in the Executive Committee of the Council.

(ii) All expenses of administration shall be a charge on the Fund and the Fund shall pay an annual administration fee in January of each year equal to the amount of interest earned on invested moneys from 1 January to 31 December of each year, to the Council.

(4) 'n Aparte grootboekvel moet deur die Sekretaris van die Raad bygehou word ten opsigte van elke en iedere werkgewer in die Nywerheid en sodanige vel moet die totale bedrag deur sodanige werkgewer ingevolge subklousule (3) in die Fonds inbetaal, weergee, min die bedrae deur die Fonds uitbetaal ingevolge subklousules (5) en (6), plus die bedrag bedoel in subklousule (7).

(5) (i) In die maand Desember van elke jaar moet die Fonds die volgende betaal:—

(a) Aan 'n werknemer wat sy eis aan die Fonds ingevolge subklousule (a) gesedeer het, 'n bedrag gelyk aan sodanige eis;

(b) aan die Mediese Hulpvereniging van die Transvaalse Klerasiennywerheid, die Voorsorgfonds van die Klerasiennywerheid (Transvaal) en die Slaptetydfonds vir die Klerasiennywerheid (Transvaal), 'n bedrag gelyk aan die bedrag van die eis wat aan die Fonds ingevolge subklousule (1) (b) van hierdie klousule gesedeer is.

(ii) Die totale bedrag uitbetaal ingevolge subparagraaf (i) hierbo moet eweredig gedebiteer word aan die bedrag wat op elke grootboekvel van elke werkgewer ingeskrif is.

(6) Elke werkgewer moet in die maand Februarie van elke jaar 'n lys van alle werknemers in sy diens op die eerste Vrydag van Februarie van elke jaar aan die Raad voorleë en as daar gevind word dat die bedrag in die krediet van daardie werkgewer op die 1ste dag van Januarie van daardie jaar, indien gedeel deur die getal werknemers op sy lys, R15 per werknemer oorskry, moet sodanige oorbedrag aan die werkgewer terugbetaal en moet sodanige oorbedrag wat terugbetaalbaar is, teen die werkgewer se grootboekvel gedebiteer word.

(7) (a) Die totale bedrag betaal ten opsigte van enige eis deur die Fonds ingestel teen die insolvente boedel van 'n werkgewer gedurende enige bepaalde kalenderjaar moet gekrediteer word aan elke oorblywende werkgewer se grootboekvel eweredig aan die bedrag in die krediet van elke oorblywende werkgewer soos op 31 Desember van die kalenderjaar wat die jaar voorafgaan waarin sodanige bedrae betaal is.

(b) Wanneer eise ingestel word teen die insolvente boedel van 'n werkgewer ten opsigte van eise aan die Fonds ingevolge klousule 1 gesedeer, moet die bedrag in die krediet van die werkgewer van dié insolvente boedel afgetrek word van die bedrag van die eise wat aan die Fonds ingevolge subklousule (1) gesedeer is, met dien verstande dat as dié bedrag die totale bedrag van die eise oorskry wat aan die Fonds gesedeer is, moet die balans of deel van die balans in die insolvente boedel van sodanige werkgewer inbetaal word.

(8) Wanneer 'n werkgewer werksaamhede as 'n klerefabrikant staak of by vrystelling ingevolge subklousule (9) verleen, is 'n werkgewer geregtig op 'n terugbetaling van die bedrag in sy krediet, min alle bedrae verskuldig as lone of verlofbesoldiging aan enigen van sy werknemers, die Mediese Hulpfonds van die Transvaalse Klerasiennywerheid, die Slaptetydfonds vir die Klerasiennywerheid (Transvaal), die Voorsorgfonds van die Klerasiennywerheid (Transvaal), die Voorsorgfonds van die Klerasiennywerheid (Transvaal) of die Nywerheidsraad vir die Klerasiennywerheid (Transvaal).

(9) 'n Werkgewer wat 'n waarborg gee by wyse van 'n bankierswaarborg of ander waarborg deur die Raad aanvaarbaar, wat alle laste dek in die geval van insolvensie van sy firma, aan sy werknemers ten opsigte van lone en verlofbesoldiging van hoogstens R600 aan elke werknemer, die Mediese Hulpfonds van die Transvaalse Klerasiennywerheid, die Slaptetydfonds vir die Klerasiennywerheid (Transvaal), en die Voorsorgfonds van die Klerasiennywerheid (Transvaal), met dien verstande dat sodanige waarborg nie enige laste hoef te dek wat meer as 12 maande vóór die finale likwidasië van sy firma aangegaan is nie, word vrygestel van hierdie klousule en in dié geval is hierdie klousule nie van toepassing nie ten opsigte van enige regte of voorregte verleen aan die werknemers van dié werkgewers of ten opsigte van die Mediese Hulpfonds van die Transvaalse Klerasiennywerheid, die Slaptetydfonds van die Klerasiennywerheid (Transvaal) of die Voorsorgfonds van die Klerasiennywerheid (Transvaal).

(10) *Administrasie van die Fonds.*—(i) Die administrasie van die Fonds berus by die Uitvoerende Komitee van die Raad.

(ii) Alle administrasieuitgawes is 'n las op die Fonds en die Fonds moet jaarliks aan die Raad administrasiegelde in Januarie van elke jaar betaal wat gelykstaan aan die bedrag aan rente gekweek of geld belê van 1 Januarie tot 31 Desember elke jaar.

(iii) The Council shall appoint a public accountant or accountants whose remuneration shall be paid by the Council out of the administration fee. The accounts shall be audited annually for the annual periods ending 31 December. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Transvaal Clothing Manufacturers' Association and the Garment Workers' Union of South Africa.

(iv) All moneys received by the Secretary of the Council shall within seven days after receipt be deposited into a savings bank account, named by the Executive Committee of the Council. Any application for withdrawal from the savings bank account shall be signed by such persons as may, from time to time, be authorised by the Executive Committee of the Council. All moneys required to meet the liabilities of the Fund shall be withdrawn from the savings bank account and shall be deposited in the number two account of the Council and any liabilities of the Fund shall thereafter be paid by cheque drawn on the latter account.

(11) *Transfer of the Fund.*—Notwithstanding anything to the contrary contained in this clause, the Council may formally dissolve the Fund as constituted and transfer to a fund duly constituted for substantially the same purposes for which this Fund was created, all funds, assets and liabilities. In the event of such decision all amounts standing to the credit of any employer shall be transferred to the credit of such employer under the new fund and the rights of such employer, as at the date of such transfer, shall in no way be diminished by virtue of such transfer.

(12) *Dissolution of the Fund.*—(i) In the event of the Council being dissolved during the currency of this Agreement or any extension thereof, notwithstanding anything to the contrary contained in this Agreement, contributions to the Fund shall cease as from the day following the date of such dissolution of the Council and the Fund shall then be liquidated by a committee of four representatives appointed by the Transvaal Clothing Manufacturers' Association and four representatives appointed by the Garment Workers' Union of South Africa. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising therefrom as a result of which the Committee is unable to effect liquidation of the Fund the Industrial Registrar 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. The assets of the Fund, after payment of all claims against the Fund including the administration and liquidation expenses shall be paid, pro rata to the amount standing to the credit of each employer as at the date on which the last contribution was paid by the employer to the employers who had contributed to the Fund.

(ii) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause the Fund shall continue to be administered by the Executive Committee until it be either liquidated or transferred by the Council to another fund in terms of subclause (11) of this clause, provided that if no new agreement providing for the continuation of the Fund is entered into within one year after the expiry of this Agreement or the Fund not being transferred as aforesaid within such period the Fund shall be liquidated by the Council in the manner set forth in paragraph (i) of this subclause and in subclause (13).

(13) All liquidation charges shall be a charge against the funds of the Fund and shall be allocated out pro rata to the amount standing to the credit of each employer as at the date on which the last contribution was paid by the employer.

CLAUSE 8

Annexure B to be replaced by Annexure B of this Agreement.

CLAUSE 9

Annexure C to be replaced by Annexure C of this Agreement.

Signed at Johannesburg on behalf of the parties this 5th day of September 1968.

MELVILLE FESTENSTEIN,
Chairman of the Council.

A. SCHEEPERS,
Vice-Chairman of the Council.

J. H. THOMAS,
Secretary of the Council.

(iii) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel wie se besoldiging deur die Raad uit die Administrasie gelde betaal moet word. Die rekenings moet jaarliks vir die jaarlike tydperke geëindig 31 Desember geouditeer word. Die geouditeerde staat en balansstaat moet daarna vir insae aan die kantoor van die Raad lê en eksimplare daarvan moet gestuur word aan die Sekretaris van Arbeid, Pretoria, die Transvaal Clothing Manufacturers' Association en die Garment Workers' Union of South Africa.

(iv) Alle geld deur die Sekretaris van die Raad ontvang moet binne sewe dae na ontvangs gestort word in 'n spaarbankrekening deur die Uitvoerende Komitee van die Raad benoem. Enige aansoek om trekking uit die spaarbankrekening moet deur dié persone geteken word wat van tyd tot tyd deur die Uitvoerende Komitee van die Raad gemagtig word. Alle geld nodig om die laste van die Fonds te dek moet uit die spaarbankrekening getrek word en moet in rekening No. 2 van die Raad gestort word en alle laste van die Fonds moet daarna per tjek betaal word wat op laasgenoemde rekening getrek is.

(11) *Oorplasing van die Fonds.*—Ondanks andersluidende bepalinge in hierdie klousule mag die Raad formeel die Fonds soos gekonstitueer, ontbind, en alle gelde, bates en laste oordra aan 'n fonds wat behoorlik gekonstitueer is vir verwesenlik dieselfde doeleindes as dié waarvoor hierdie Fonds ingestel was. In geval van sodanige besluit moet alle bedrae in die krediet van 'n werk-gewer oorgeplaas word na die krediet van dié werk-gewer ingevolge die nuwe Fonds en mag die regte van dié werk-gewer, wat bestaan op die datum van sodanige oorplasing, op generlei wyse ingekort word uit hoofde van sodanige oorplasing.

(12) *Ontbinding van die Fonds.*—(i) Ingeval die Raad ontbind word gedurende die looptyd van hierdie Ooreenkoms of enige verlenging daarvan, hou bydraes tot die Fonds op, ondanks andersluidende bepalinge in hierdie Ooreenkoms, vanaf die dag wat volg op die datum van sodanige ontbinding van die Raad en die Fonds moet dan gelikwider word deur 'n komitee van vier verteenwoordigers aangestel deur die Transvaal Clothing Manufacturers' Association en vier verteenwoordigers aangestel deur die Garment Workers' Union of South Africa. Ingeval dié Komitee nie in staat is nie of onwillig is om sy pligte uit te voer of as 'n dooie punt daardeur ontstaan as gevolg waarvan die Komitee nie in staat is om die likwidasië van die Fonds uit te voer nie, kan die Nywerheidsregistrator 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en het dié Komitee vir dié doel al die bevoegdhede van die Komitee. Die bates van die Fonds moet ná betaling van alle eise teen die Fonds, insluitende die administrasie- en likwidasiëuitgawes, aan die werk-gewers wat tot die Fonds bygedra het, betaal word eweredig aan die bedrag in die krediet van elke werk-gewer soos dit bestaan het op die datum waarop die laaste bydrae deur die werk-gewer betaal is.

(ii) Ingeval hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verstryk moet die Fonds steeds geadminestreer word deur die Uitvoerende Komitee totdat dit of gelikwider of oorgeplaas word deur die Raad na 'n ander fonds ingevolge subklousule (11) van hierdie klousule, met dien verstande dat as geen nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds, aangegaan word binne een jaar ná verstryking van hierdie Ooreenkoms, of die Fonds nie soos voornoem oorgeplaas word binne sodanige tydperk nie, moet die Fonds deur die Raad gelikwider word op die wyse in paragraaf (i) van hierdie subklousule en in subklousule (13) uiteengesit.

KLOUSULE 8

Aanhangsel B word deur Aanhangsel B van hierdie Ooreenkoms vervang.

KLOUSULE 9

Aanhangsel C word deur Aanhangsel C van hierdie Ooreenkoms vervang.

Namens die partye op hede die 5de dag van September 1968 in Johannesburg onderteken.

MELVILLE FESTENSTEIN,
Voorsitter van die Raad.

A. SCHEEPERS,
Ondervoorsitter van die Raad.

J. H. THOMAS,
Sekretaris van die Raad.

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANVAAL)

PHONES: 23-8321/2/3/4/5.

P.O. Box 5101,

JOHANNESBURG.

GARMENT CENTRE,

COR. KERK AND END STREETS,

JOHANNESBURG.

(WEEKLY RETURN)

THIS FORM MUST BE COMPLETED AND RETURNED WITHIN SEVEN DAYS OF THE WEEK IN WHICH THE DEDUCTIONS
FELL DUE

Name of Factory.....

Address.....

Contribution for the week of.....

19.....

TRANVAAL CLOTHING INDUSTRY MEDICAL AID SOCIETY

Number of deductions made during the week:

	Rates	R	c	R	c
(a) from male employees earning R19.00 p.w. or more.....	(at 36c each)				
(b) from both male and female employees earning R11.51 p.w. or more but excluding (a) above.....	(at 26c each)				
(c) from both male and female employees earning less than R11.51 p.w. but excluding (a) and (b) above.....	(at 21c each)				
Employers' Contribution: Grand total of number of deductions made from all employees.....	(at 20c each)				

Add: Underpayment on previous return(s)—M.A.S.....

Add: Underpayment on previous return(s)—S.F.....

TOTAL CONTRIBUTION FOR T.C.I.M.A.S.....

THE SLACK PAY FUND FOR THE CLOTHING INDUSTRY (TVL)

Number of deductions made during the week:

	Rates	R	c	R	c
(a) from employees earning R13.42 or more per week.....	(at 8c each)				
(b) from employees earning less than R13.42 per week.....	(at 6c each)				
(c) additional from non-contributors to U.I.F. earning less than R6.00 per week.....	(at 2c each)				
(d) additional from non-contributors to U.I.F. earning R6.00 or more per week.....	(at 3c each)				

Employers' Contribution: Total of (a) and (b) above.....

Add: Underpayments on previous return(s).....

TOTAL CONTRIBUTION FOR T.C.I.S.P.F.....

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TVL)

Number of deductions made during the week:

	Rates	R	c	R	c
from all employees for whom wages are prescribed in the Agreement.....	(at 4c each)				

Employers' Contribution: An amount equal to the amount above.....

Add: Underpayment on previous return(s).....

TOTAL CONTRIBUTION FOR I.C.C.I.....

THE PROVIDENT FUND FOR THE CLOTHING INDUSTRY (TVL)

Employees' contributions, as per Annexures.....				
Employers' contributions, as per Annexures.....				
Add: Underpayment on previous return(s).....				
TOTAL CONTRIBUTIONS P.F. FOR THE C.I. (TVL).....				
STABILISATION INSURANCE FUND				
Number of employees:		Rates		
Employers' contribution.....		(at 25c each)		
Add: Underpayment on previous return(s).....				
TOTAL STABILISATION FUND.....				
TOTAL CONTRIBUTION PAYABLE TO ALL FUNDS.....				
Deduct: Overpayment on previous return(s): M.A.S.....				
Deduct: Overpayment on previous return(s): S.F.....				
Deduct: Overpayment on previous return(s): S.P.F.....				
Deduct: Overpayment on previous return(s): Council.....				
Deduct: Overpayment on previous return(s): P.F.....				
TOTAL AMOUNT OVERPAID.....				
CHEQUE/POSTAL ORDER/CASH ENCLOSED FOR.....				
Please Note: Post-dated Cheques will not be accepted.				

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

TELEPHONE: 23-8321/2/3/4/5.
POSBUS 5101,
JOHANNESBURG.

GARMENT CENTRE,
H/v KERK- EN ENDSTRAAT,
JOHANNESBURG.

(WEEKLIKSE OPGAWE)

HIERDIE VORM MOET INGEVUL EN TERUGGESTUUR WORD BINNE SEWE DAE VANAF DIE LAASTE DAG VAN DIE WEEK WAARIN DIE BEDRAE AFGETREK MOET WORD

Naam van fabriek.....

Adres.....

Bydraes vir week geëindig..... 19.....

MEDIESE HULPFONDS VAN DIE TRANSVAALSE KLERASIENYWERHEID

Getal bedrae gedurende die week afgetrek:	Tarief	R	c	R	c
(a) van manlike werknemers wat R19.00 p.w. of meer verdien.....	(teen 36c elk)				
(b) van sowel manlike as vroulike werknemers wat R11.51 p.w. of meer verdien, maar uitgesonderd (a) hierbo.....	(teen 26c elk)				
(c) van sowel manlike as vroulike werknemers wat minder as R11.51 p.w. verdien, maar uitgesonderd (a) en (b) hierbo.....	(teen 21c elk)				
Werkgewer se bydrae: Groot totaal van getal aftrekkings van alle werknemers se lone.....	(teen 20c elk)				
Voeg by: Tekortbetaling op vorige opgawe(s)—MHV.....					
Voeg by: Tekortbetaling op vorige opgawe(s)—SF.....					
TOTALE BYDRAE vir MHTK.....					

SLAPTEBESOLDIGINGSFONDS VAN DIE TRANSVAALSE KLERASIENYWERHEID

Getal bedrae gedurende die week afgetrek:	Tarief	R	c	R	c
(a) van werknemers wat R13.42 per week of meer verdien.....	(teen 8c elk)				
(b) van werknemers wat minder as R13.42 per week verdien.....	(teen 6c elk)				
(c) voeg by dié van nie-bydraers tot WVF wat minder as R6.00 p.w. verdien.....	(teen 2c elk)				
(d) voeg by dié van nie-bydraers tot WVF wat meer as R6.00 of meer p.w. verdien.....	(teen 3c elk)				
Werkgewer se bydrae: Totaal van (a) en (b) hierbo.....					
Voeg by: Tekortbetaling op vorige uitgawe(s).....					
TOTALE BYDRAE VIR STK.....					
NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TVL.)					
Getal bedrae gedurende die week afgetrek:	Tarief				
van alle werknemers vir wie lone in die Ooreenkoms voorgeskryf is.....	(teen 4c elk)				
Werkgewer se bydrae: 'n Bedrag gelyk aan die bedrag hierbo.....					
Voeg by: Tekortbetaling op vorige opgawe(s).....					
TOTALE BYDRAE VIR N.R.K.N.....					
VOORSORGSFONDS VAN DIE TRANSVAALSE KLERASIENYWERHEID					
Werknemers se bydraes, soos volgens aanhangsels.....					
Werkgewers se bydraes, soos volgens aanhangsels.....					
Voeg by: Tekortbetaling op vorige opgawe(s).....					
TOTAAL VAN BYDRAE BETAALBAAR AAN VFKN (Tvl.).....					
STABILISASIEVERSEKERINGSFONDS					
Getal werknemers:	Tarief				
Werkgewer se bydrae.....	(teen 25c elk)				
Voeg by: Tekortbetaling op vorige opgawe(s).....					
TOTALE STABILISASIEFONDS.....					
TOTALE BYDRAE BETAALBAAR AAN ALLE FONDSE.....					
Trek af: Oorbetalings op vorige opgawe(s): MHV.....					
Trek af: Oorbetalings op vorige opgawe(s): SF.....					
Trek af: Oorbetalings op vorige opgawe(s): STF.....					
Trek af: Oorbetalings op vorige opgawe(s): Raad.....					
Trek af: Oorbetalings op vorige opgawe(s): VF.....					
TOTALE BEDRAG VAN OORBETALING.....					
Tjek/posorder/kontant ingesluit vir.....					
L.W. Vooruit gedateerde tjeks word nie aangeneem nie.					

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TVL.)
THE PROVIDENT FUND FOR THE CLOTHING INDUSTRY (TVL.)

Garment Centre,
Cor. Kerk and End Streets,
Johannesburg.

FACTORY _____ MONTH _____

PROVIDENT FUND'S OFFICE USE ONLY

Members' Contributions...	R.....
Employer's Contributions..	R.....

Total..... R.....

Receipt No. R
Date R

Provident Fund for the Clothing Industry (Tvl.)

Medical Aid Society

Slack Pay Fund

Additional from
Non-contributors
to U.I.F.

I.C.C.I.

Checking for Receipting.....		
Receipting.....		
Statistics.....		
Provident Record Check.....		
Adds.....		
Lefts.....		
Preparing for Posting.....		
Posting.....		
Filing.....		
Before filing, check that list has been through all departments.		

[illegible]

Total Members' Contributions.... R.....
 Total Employers' Contributions No. R.....
 _____ $\times 7c$ R.....
 Total on this page..... R.....

The Doctors' cards of workers whose services have been Terminated must be returned herewith.

This form must be completed and returned within two weeks of the last day of the month in which the deductions were made.

**Telefon 23-8321/2/3/4/5.
Posbus 5101,
Johannesburg.**

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TVL.)
DIE VOORSORGFONDS VAN DIE TRANSVAALSE KLERASIENYWERHEID

Garment Centre,
h/v Kerk- en Endstraat,
Johannesburg.

BYDRAELYS

FABRIEK.....MAAND.....

**SLEGS VIR GEBRUIK DEUR VOORSORG-
FONDSKANTOOR.**

Lid se bydraes.....	R.....
Werkgewer se bydraes.	R.....
Totaal.....	R.....

Kwitansienommer..... R.....
Datum..... R.....

Voorsorgfonds vir die Transvaalse Klerasienywerheid

Mediese Hulpver- eniging

Slaptebesoldigingsfonds

**Voeg by:
Nie-bydraes
tot WVF**

N.R.K.N.

Nagaan vir kwitering.....		
Kwitering.....		
Statistieke.....		
Nagaan van voorsorgsregister..		
Byvoegings.....		
Weglatinge.....		
Voorbereiding vir pos.....		
Pos.....		
Liasering.....		
Voor liasering, gaan eers na of lys deur alle afdelings was.		

[illegible]

Totale bydraes van lede..... R _____
 Totale bydraes van werkgewers
 Getal..... $\times$ 7c..... R _____
 Totaal op hierdie bladsy..... R _____

Die Dokterskaart van werknemers wie se dienste beëindig is, moet saam hiermee teruggestuur word.

Hierdie vorm moet ingevul en binne twee weke vanaf die laaste dag van die maand waarin die aftrekkings gedoen is, teruggestuur word.

No. R. 2134 22 November 1968
INDUSTRIAL CONCILIATION ACT, 1956
CLOTHING INDUSTRY, TRANSVAAL
AMENDMENT OF 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 (hereinafter referred to as the Amending Agreement), which appears in the Schedule hereto and which relates to the Clothing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending 30 June 1971, upon the employers' organisation and the trade union which entered into the Amending 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 Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending 30 June 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 Province of Transvaal; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of Transvaal and from the second Monday after the date of publication of this notice and for the period ending 30 June 1971, the provisions of the Amending Agreement 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
(TRANSVAAL)
AGREEMENT

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

Transvaal Clothing Manufacturers' Association

(hereinafter called "the employers" or "employers' organisation"), of the one part, and the

Garment Workers' Union of South Africa

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

being the parties to the Industrial Council for the Clothing Industry (Transvaal), to amend the Agreement, between the said parties, dated 10 June 1957, and published under Government Notice No. 1172, dated 2 August 1957, as amended by Government Notices Nos. 1338, 431, 664, R. 561 and R. 1967 dated 28 August 1959, 10 March 1961, 10 May 1963, 23 April 1965 and 10 December 1965, respectively as follows:—

CLAUSE 1

By the deletion of the definitions of "contributor" and "experience" in clause 3 and the substitution of the following definitions:—

"contributor" means any employee for whom minimum wages are prescribed in the Agreement for the Clothing Industry (Transvaal), published under Government Notice No. 2360, dated 21 December 1956, who has had not less than six months experience and includes any person admitted to the Fund in terms of clause 6 (2) of this Agreement; but shall not include any employee in the Industry who due to his conditions of employment is a contributor to a pension fund or provident fund which has been registered by the Registrar of Pension Funds in terms of section 4 of Act No. 24 of 1956, and has been approved by the Commissioner of Inland Revenue in terms of the provisions of Income Tax Act, Act No. 58 of 1962, as amended, and the Industrial Council for the Clothing Industry (Transvaal);

No. R. 2134 22 November 1968
WET OP NYWERHEIDSVERSOENING, 1956
KLERASIENYWERHEID, TRANSVAAL

WYSIGING VAN 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 (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 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 provinsie Transvaal; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigen 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
(TRANSVAAL)
OOREENKOMS

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

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Transvaal), om die ooreenkoms tussen die partye van 10 Junie 1957, en gepubliseer by Goewermentskennisgewing No. 1172 van 2 Augustus 1957, en onderskeidelik gewysig by Goewermentskennisgewings Nos. 1338, 431, 664, R. 561 en R. 1967 van 28 Augustus 1959, 10 Maart 1961, 10 Mei 1963, 23 April 1965 en 10 Desember 1965 soos volg te wysig:—

KLOUSULE I

Deur die skrapping van die woordomskriving van „bydraer" en „ondervinding" in klousule 3 en die vervanging daarvan deur:—

„bydraer" 'n werknemer vir wie minimum lone voorgeskryf word in die Ooreenkoms vir die Klerasienywerheid (Transvaal), gepubliseer by Goewermentskennisgewing No. 2360 van 21 Desember 1956, met minstens ses maande ondervinding en omvat enigiemand wat ingevolge klousule 6 (2) van hierdie Ooreenkoms tot die Fonds toegelaat word; maar nie ook enigiemand in die Nywerheid wat weens sy diensvoorwaardes 'n bydraer is tot 'n pensioen- of voorsorgfonds geregistreer deur die Registrateur van Pensioenfonde ingevolge artikel 4 van Wet No. 24 van 1956, en goedgekeur is deur die Kommissaris van Binnelandse Inkomste ingevolge die bepalings van die Inkomstebelastingwet, Wet No. 58 van 1962, soos gewysig, en die Nywerheidsraad vir die Klerasienywerheid (Transvaal);

"experience" means the total period or periods of employment of an employee in the Clothing Industry and/or bespoke Tailoring Industry and/or private dressmaking in any capacity or capacities other than a mechanic, driver of vehicle, watchman or caretaker, boiler or lift attendant, clerical employee, despatch clerk, packer, vehicle greaser, or employee engaged in one or more of the operations enumerated under clause 3 (1) (A) (xviii) (b) to (l) of Government Notice No. 1086 of 7 July 1944, and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time such service is terminated; provided that, for the purpose of computing an employee's experience, employment for 16 weeks in any half-year shall be deemed to have been employment for the whole half-year; and provided further that a learner in his first half-year of employment although having less than 16 weeks' but more than 13 weeks' experience on the last day of a half-year shall be deemed to have been in employment for the whole half-year; and provided further that the trial period of an employee in terms of clause 14 (1) (e) of the Main Agreement shall be deemed to be experience only if the contract of service is confirmed.

CLAUSE 2

By the deletion of subclause (1) of clause 7 and the substitution of the following subclause:—

(1) Each employer shall on the pay-day of each week and from the first pay-day after this Agreement comes into operation, deduct the amounts from the wages of each contributor in his employ, and contribute the amounts in respect of such contributions as are set out hereunder; provided that no deduction shall be made from the wages of a contributor who has worked for less than 20 hours in the week in which the deductions fell due:—

(a) Each contributor whose weekly wage is less than R12.50 shall on each pay-day have 27 cents deducted from his wages;

(b) each contributor whose weekly wage is R12.50 or more shall on each pay-day have 54 cents deducted from his wages; provided that any contributor may, with the consent of his employer contribute an amount in excess of that referred to above;

(c) to the aggregate amount deducted under paragraph (a) and (b) of this clause, each employer shall contribute an amount of seven cents per contributor per week, of which amount two-sevenths shall be paid into a "Special Long Service Bonus Fund" which shall be allocated out annually to contributors with 15 years or more service in the Industry in the Transvaal, in terms of rules passed by the Administrative Committee and approved by the Industrial Council.

The employer shall forward the total amounts deducted under paragraph (a) and (b) together with his own contribution in terms of paragraph (c) of this clause to the Secretary of the Council, P.O. Box 5101, Johannesburg, together with a statement in the form of Annexure A to this Agreement within seven days from the date on which the deductions were made.

Signed at Johannesburg on behalf of the parties this 3rd day of May 1968.

M. FESTENSTEIN,
Chairman.

A. SCHEEPERS,
Vice-Chairman.

J. H. THOMAS,
General Secretary.

„ondervinding" die totale tydperk of tydperke diens van 'n werknemer in die Klerasiennywerheid en/of Kleremakery-opmaatnywerheid en/of private kleremakery in enige hoedanigheid of hoedanighede, uitgesonderd 'n werktuigkundige, drywer van 'n voertuig, 'n wag of opsiener, ketel- of hyserbediener, klerklike werknemer, versendingsklerk, verpakker, voertuigsmeerder, of werknemer werksaam in een of meer van die werksaamhede opgenoem in klousule 3 (1) (A) (xviii) (b) tot (l) van Goewermmentskennisgewing No. 1086 van 7 Julie 1944, en word in elke dienskontrak geag ononderbroke te wees vanaf die tyd wat die werknemer by sy werkgever in diens tree totdat sodanige diens beëindig word; met dien verstande dat vir die doel om 'n werknemer se ondervinding te bereken, diens vir 16 weke in enige bepaalde halfjaar geag word diens vir die hele halfjaar te wees; en voorts met dien verstande dat 'n leerling in sy eerste halfjaar diens, hoewel hy minder as 16 weke maar meer as 13 weke ondervinding op die laaste dag van 'n halfjaar het, geag word in diens te gewees het vir die hele halfjaar; en voorts met dien verstande dat die proeftyd aan 'n werknemer ingevolge klousule 14 (1) (e) van die Hoofoorreenskoms geag word ondervinding te wees slegs as die dienskontrak bekragtig word.

KLOUSULE 2

Deur die skrapping van subklousule (1) van klousule 7 en die vervanging daarvan deur:—

(1) Elke werkgever moet op die betaaldag van elke week en vanaf die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms die bedrae hieronder genoem, aftrek van die loon van elke bydraer in sy diens en dieselfde bedrae bydra ten opsigte van sodanige bydraes; met dien verstande dat geen aftrekking gemaak mag word van die loon van 'n bydraer wat minder as 20 uur gewerk het in die week waarin die aftrekkings gemaak moet word nie:—

(a) Van elke bydraer wie se weekloon minder as R12.50 bedra moet 27 sent van sy loon op elke betaaldag afgetrek word;

(b) van elke bydraer wie se weekloon R12.50 of meer bedra moet 54 sent van sy loon op elke betaaldag afgetrek word; met dien verstande dat enige bydraer met die toestemming van sy werkgever 'n groter bedrag as dié hierbo genoem, kan bydra;

(c) by die totale bedrag afgetrek ingevolge paragraaf (a) en (b) van hierdie klousule moet elke werkgever 'n bedrag van sewe sent per bydraer per week bydra van watter bedrag twee-sewendes betaal moet word in 'n „Spesiale Langdiensbonusfonds" wat jaarliks uitgedeel moet word aan bydraers met 15 jaar of langer ondervinding in die Nywerheid in Transvaal, ingevolge die reëls opgestel deur die Administratiewe Komitee en deur die Nywerheidsraad goedgekeur.

Die werkgever moet die totale bedrae wat ingevolge paragraaf (a) en (b) afgetrek word saam met sy bydrae ingevolge paragraaf (c) van hierdie klousule, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, binne sewe dae vanaf die datum waarop die aftrekkings gemaak is, saam met 'n staat in die vorm van Aanhangsel A van hierdie Ooreenkoms stuur.

Namens die partye op hierdie 3de dag van Mei 1968 in Johannesburg onderteken.

M. FESTENSTEIN,
Voorsitter.

A. SCHEEPERS,
Ondervoorsitter.

J. H. THOMAS,
Algemene Sekretaris.

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