



**STAATSKOERANT**  
**VAN DIE REPUBLIEK VAN SUID-AFRIKA**  
**REPUBLIC OF SOUTH AFRICA**  
**GOVERNMENT GAZETTE**

**REGULASIEKOERANT No. 1304**

**REGULATION GAZETTE No. 1304**

*As 'n Nuusblad by die Poskantoor Geregistreer*

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**GOEWERMENSKENNISGEWINGS.**

**GOVERNMENT NOTICES.**

**DEPARTEMENT VAN ARBEID**

**DEPARTMENT OF LABOUR**

**No. R.1133.] [10 Julie 1970.**

**No. R.1133.] [10th July, 1970.**

**WET OP NYWERHEIDSVERSOENING, 1956**

**INDUSTRIAL CONCILIATION ACT, 1956**

**KLEREMAKERY-OP-MAATNYWERHEID,  
WITWATERSRAND**

**BESPOKE TAILORING INDUSTRY,  
WITWATERSRAND**

**HOOFDOOREENKOMS**

**MAIN AGREEMENT**

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

**I, MARAIS VILJOEN, Minister of Labour, hereby—**

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Kleremakery-op-maatnywerheid, Witwatersrand, betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1), 4 (2) (b) (ix), 19, 25, 26 en 30 van Hoofstuk 1, klousule 3 van Hoofstuk 2 en klousule 3 van Hoofstuk 4, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan (uitgesonderd daardie gedeelte

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Bespoke Tailoring Industry, Witwatersrand, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and the employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 (1), 4 (2) (b) (ix), 19, 25, 26 and 30 of Chapter 1, clause 3 of Chapter 2 and clause 3 of Chapter 4, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan (excluding that portion of the Magisterial District

van die landdrosdistrik Brakpan wat voor die publikasie van Goewermentskennisgewing 498 van 1 April 1966 binne die landdrosdistrik Nigel geval het), Delmas, Germiston, Johannesburg, Krugersdorp, Randfontein, Roodepoort en Springs, in daardie gedeelte van die landdrosdistrik Koster wat voor die publikasie van Goewermentskennisgewing 1105 van 26 Julie 1963 binne die landdrosdistrikte Krugersdorp en Randfontein geval het en in daardie gedeelte van die landdrosdistrik Westonaria wat voor die publikasie van Goewermentskennisgewing 1476 van 30 September 1966 binne die landdrosdistrikte Randfontein en Roodepoort geval het, maar uitgesonderd daardie gedeeltes van die landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg (Transvaal) geval het;

- (c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1), 4 (2) (b) (ix), 19, 25, 26 en 30 van Hoofstuk 1, klousule 3 van Hoofstuk 2 en klousule 3 van Hoofstuk 4, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *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; en
- (d) kragtens artikel 48 (7) van genoemde Wet dat die bepalings van klousule 3 van Hoofstuk 1, klousule 3 van Hoofstuk 2 en klousules 1 en 3 van Hoofstuk 4 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die prinsipale of aannemers vermeld in genoemde klousules en vir die persone aan wie werk op kontrak uitgegee word deur sodanige prinsipale of aannemers in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing.

M. VILJOEN,  
Minister van Arbeid.

#### BYLAE

#### NYWERHEIDSRAAD VIR DIE KLEREMAKERY-OP-MAATNYWERHEID (WITWATERS- RAND)

#### OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, No. 28 van 1956, aangegaan deur

The Bespoke Tailoring, Dressmaking and Fur Garment  
Employers' Association

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

The Tailoring Workers' Dressmaking and Furriers'  
Industrial Union

(hieronder die „werknemers” of die „vakvereniging” genoem), aan die ander kant,  
wat die partye is by die Nywerheidsraad vir die Kleremakery-op-maatnywerheid (Witwatersrand).

of Brakpan which prior to the publication of Government Notice 498 of 1 April 1966 fell within the Magisterial District of Nigel), Delmas, Germiston, Johannesburg, Krugersdorp, Randfontein, Roodepoort and Springs, in that portion of the Magisterial District of Koster which prior to the publication of Government Notice 1105 of 26 July 1963 fell within the Magisterial Districts of Krugersdorp and Randfontein and in that portion of the Magisterial District of Westonaria which prior to the publication of Government Notice 1476 of 30 September 1966 fell within the Magisterial Districts of Randfontein and Roodepoort, but excluding those portions of the Magisterial Districts of Boksburg and Brakpan which prior to the publication of Government Notice 1779 of 6 November 1964 fell within the Magisterial District of Heidelberg (Transvaal);

- (c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1, 2 (1), 4 (2) (b) (ix), 19, 25, 26 and 30 of Chapter 1, clause 3 of Chapter 2 and clause 3 of Chapter 4, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ; and
- (d) in terms of section 48 (7) of the said Act, declare that the provisions of clause 3 of Chapter 1, clause 3 of Chapter 2 and clauses 1 and 3 of Chapter 4 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon such principals or contractors as are referred to in the said clauses and upon persons to whom work is given out on contract by such principals or contractors in the areas specified in paragraph (b) of this notice.

M. VILJOEN,  
Minister of Labour.

#### SCHEDULE

#### INDUSTRIAL COUNCIL FOR THE BESPOKE TAILORING INDUSTRY (WITWATERSRAND)

#### AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act No. 28 of 1956, made and entered into by and between

The Bespoke Tailoring, Dressmaking and Fur Garment  
Employers' Association

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

The Tailoring Workers' Dressmaking and Furriers Industrial  
Union

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

being the parties to the Industrial Council for the Bespoke Tailoring Industry (Witwatersrand).



## HOOFSTUK 1

## 1. GELDIGHEIDSDUUR VAN OOREENKOMS

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

## 2. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrostrikte Alberton, Benoni, Boksburg, Brakpan (uitgesonderd daardie gedeelte van die landdrostrik Brakpan wat voor die publikasie van Goewermentskennisgewing 498 van 1 April 1966, binne die landdrostrik Nigel geval het), Delmas, Germiston, Johannesburg, Krugersdorp, Randfontein, Roodepoort en Springs, in daardie gedeelte van die landdrostrik Koster wat voor die publikasie van Goewermentskennisgewing 1105 van 26 Julie 1963, binne die landdrostrikte Krugersdorp en Randfontein geval het, in daardie gedeelte van die landdrostrik Westonaria wat voor die publikasie van *Staatskoerant* 1476 van 30 September 1966, binne die landdrostrikte Randfontein en Roodepoort geval het, maar uitgesonderd daardie gedeelte van die landdrostrikte Boksburg en Brakpan wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964, binne die landdrostrik Heidelberg (Transvaal) geval het, deur alle werknemers en werkgewers in die Kleremakery-op-maatnywerheid wat lede van die vakvereniging en van die werkgewersorganisasie is.

(2) Ondanks die bepalings van subklousule (1) is hierdie Ooreenkoms slegs op dié werknemers van toepassing vir wie minimum lone in Hoofstukke 2, 3 en 4 voorgeskryf word.

## 3. WOORDOMSKRYWINGS

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

„Wet” die Wet op Nywerheidsversoening, 1956;

„Kleremakery-op-maatnywerheid” of „Nywerheid” die nywerheid waarin werknemers en werkgewers met mekaar geassosieer is ten einde—

(a) boklere (met inbegrip van damesklere, maar uitgesonderd dameshoeede), onderklere, nagklere, rokke, pelsklere en/of pelse volgens die maat van individuele persone te maak, en dit omvat alle prosesse by of vertakkings van die maak daarvan, maar nie die volgende nie—

(i) die maak van klere vir of ten behoeve van 'n Staatsdepartement, provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of plaaslike besture;

(ii) die maak van klere deur 'n vrou in haar woning, as sy hoogstens een werknemer vir daardie doel in diens het;

(b) die verstel of heelmaak van enige kledingstuk vermeld in paragraaf (a) ten einde te pas by die mate van individuele persone, indien sodanige kledingstuk verstel of heelgemaak word deur 'n werkgewer wat by werksaamhede betrokke is wat deur genoemde paragraaf gedek word, afgesien daarvan of die artikel wat verstel of heelgemaak word, volgens die individuele mate van die betrokke persoon gemaak was of nie;

(c) die maak en/of ontwerp van pelsklere, afgesien daarvan of sodanige klere volgens die mate van individuele persone gemaak word of nie, maar dit omvat nie klere wat met pels getooi of uitgevoer en hoofsaaklik van ander materiale as pels gemaak word nie; en/of

(d) die kleur van pelse;

„Klerasiennywerheid” modemakery, die maak van alle soorte bo- en onderklere, met inbegrip van nagklere en die maak van alle soorte tweed- en linnehoeede en -pette en dasses vir mans en seuns, die maak van alle soorte klere op bestelling van 'n Staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of plaaslike besture, maar uitgesonderd enigeen van bogenoemde kledingstukke gemaak volgens die mate van individuele persone ooreenkomstig die omskrywing van „Kleremakery-op-maatnywerheid”;

„aannemer” enige iemand wat werk teen kontraktarietoe aanvaar in verband met die maak van snyersklere;

„Raad” die Nywerheidsraad vir die Kleremakery-op-maatnywerheid (Witwatersrand), wat ingevolge artikel 2 van die Wet op Nywerheidsversoening, 1924, geregistreer is, en geag word geregistreer te wees ingevolge artikel 19 van die Wet op Nywerheidsversoening, 28 van 1956;

## CHAPTER I

## 1. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 (1) of the Act, and shall remain in force for three years or for such period as may be determined by him.

## 2. SCOPE OF APPLICATION OF THIS AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan (excluding that portion of the Magisterial District of Brakpan which prior to the publication of Government Notice No. 498 of 1st April, 1966, fell within the Magisterial District of Nigel), Delmas, Germiston, Johannesburg, Krugersdorp, Randfontein, Roodepoort and Springs, in that portion of the Magisterial District of Koster which prior to the publication of Government Notice No. 1105 of 26th July, 1963, fell within the Magisterial Districts of Krugersdorp and Randfontein, in that portion of the Magisterial District of Westonaria which prior to the publication of Government Notice No. 1476 of 30th September, 1966, fell within the Magisterial Districts of Randfontein and Roodepoort; but excluding those portions of the Magisterial Districts of Boksburg and Brakpan which prior to the publication of Government Notice No. 1779 of 6th November, 1964, fell within the Magisterial District of Heidelberg (Transvaal), by all employees and employers in the Bespoke Tailoring Industry who are members of the trade union and of the employers' organisation, respectively.

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall apply only to employees for whom minimum wages are prescribed in Chapters 2, 3 and 4.

## 3. DEFINITIONS

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

“Act” means the Industrial Conciliation Act, 1956;

“Bespoke Tailoring Industry” or “Industry” means the industry in which employers and employees are associated for the purpose of—

(a) the making to the measurement of individual persons of outer garments (including ladies' garments but excluding millinery), under-garments, nightwear, dresses, fur garments and/or furs including any process in or branch of such making but does not include—

(i) the making of any garment for or on behalf of a Department of State, Provincial Administration, the South African Railways and Harbours Administration or local authorities;

(ii) the making of any garment by a woman in her dwelling if she employs not more than one employee for that purpose;

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

(c) the manufacturing and/or designing of wearing apparel made from fur pelts irrespective of whether such wearing apparel was made to the measurement of the individual person or, otherwise but shall not include wearing apparel having fur trimming or lining and being made mainly from materials other than fur pelts; and/or

(d) the dyeing of fur pelts;

“Clothing Industry” means dressmaking, the making of all classes of outer and under garments, including nightwear and the making of all classes of men's and boys' tweed and linen hats and caps, ties, and the making of all classes of garments to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities but excludes any of the above-mentioned garments made to the measurement of the individual person in terms of the definition “Bespoke Tailoring Industry”;

“Contractor” means any person who accepts work, in connection with the making of tailored garments, on contract rates;

“Council” means the Industrial Council for the Bespoke Tailoring Industry (Witwatersrand) registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section 19 of the Industrial Conciliation Act, No. 28 of 1956;



„modemakeryafdeling” daardie gedeelte van die Nywerheid waarin die prosesse verrig word in verband met die maak van rokke, ander boklere, onderklere, met inbegrip van nagklere vir mans, dames en jeugdige en onderklere wat ooreenkomstig paragraaf (a) of (b) van die woordoms-krywing van „Kleremakery-op-maatnywerheid” binne die bestek van hierdie Ooreenkoms val, maar uitgesonderd snyerskledingstukke, pelskledingstukke en/of pelse;

„bedryfsinrigting” ’n plek waarin enigeen van die werksaamhede in verband met die Kleremakery-op-maatnywerheid verrig word;

„ondervinding” die dienstydperk in die Kleremakery-op-maat-en/of die Klerasiennywerheid, sowel voor as na die datum van inwerkingtreding van hierdie Ooreenkoms: Met dien verstande dat ’n opleidingstydperk vir die Kleremakery-op-maat- en/of Klerasiennywerheid wat ’n werknemer in ’n nywerheidskool ondergaan het, geag word die gelyke te wees van ondervinding in die Kleremakery-op-maat- en/of Klerasiennywerheid tot een derde van genoemde opleidings-tydperk;

„pelsafdeling” daardie gedeelte van die Nywerheid waarin die prosesse verrig word in verband met die maak van pelskledingstukke en/of pelse en/of die kleur van pelse wat ooreenkomstig paragraaf (a), (b), (c) of (d) van die woordoms-krywing van „Kleremakery-op-maatnywerheid” binne die bestek van hierdie Ooreenkoms val;

„uurloon” die weekloon gedeel deur die getal ure wat die betrokke werknemer gewoonlik gedurende ’n week werk;

„arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig—

- (a) werkinkels skoonmaak;
- (b) goedere of materiaal dra of opstapel;
- (c) goedere aflewer;
- (d) tee maak;
- (e) boodskappe aflewer;

maar wat nie enigeen van die werksaamhede verrig wat in die omskrywing van enige ander werknemer genoem word nie;

„handelaar-kleremaker” ’n werkgewer wat ’n bestelling of bestellings neem of laat neem om snyersklere te maak;

„maandloon” of „maandelikse besoldiging” die weeklikse besoldiging vermenigvuldig met 4½;

„stukwerk” ’n stelsel, uitgesonderd ’n taakwerkstelsel, waarvolgens besoldiging bereken word volgens die hoeveelheid werk binne ’n onbepaalde tydperk verrig of produksie gelewer;

„prinsipaal” beteken ’n persoon wat werk in verband met die maak van snyersklere teen kontraktarië uitbestee;

„gekwalifiseerde werknemer” ’n werknemer wat die leertyd geloop het wat vir sy klas werknemer in hierdie Ooreenkoms voorgeskryf word;

„besoldiging” ’n betaling in kontant of in natura of sowel in kontant as in natura, wat aan enigiemand gedoen of aan enigiemand verskuldig is en wat op enige wyse van welke aard ook al uit diens voortspruit;

„korttyd” die tydelike vermindering van die getal gewone wer-ure weens ’n handelslapse, ’n tekort aan grondstowwe of ’n algemene onklaarraking van installasie of masjinerie of ’n ander onvoorsiene noodtoestand;

„snyersklere” boklere vir mans en seuns met inbegrip van jasse, pakke, baadjies, kleurbaadjies, langbroeke, kortbroeke, rybroeke, gholfbroeke en kniebroeke wat volgens die mate van individuele persone gemaak is en dit sluit ook boklere vir dames en dogters in wat volgens die mate van individuele persone deur middel van dergelike prosesse en van dergelike materiale gemaak word;

„taakwerk” ’n werkstelsel waarvolgens ’n minimum hoeveelheid werk vasgestel word wat binne ’n bepaalde tyd gedoen moet word as ’n voorwaarde vir die betaling van lone voorgeskryf in klousule 2 van Hoofstukke 2, 3 en 4 van hierdie Ooreenkoms;

„kleremakery-afdeling” die gedeelte van die Nywerheid waarin prosesse verrig word in verband met die maak van snyersklere wat ooreenkomstig paragraaf (a) of (b) van die woordoms-krywing van „Kleremakery-op-maatnywerheid” binne die bestek van hierdie Ooreenkoms val;

„loon” daardie gedeelte van die besoldiging wat in kontant aan ’n werknemer betaalbaar is ten opsigte van sy gewone wer-ure soos voorgeskryf in Hoofstukke 2, 3 en 4 van hierdie Ooreenkoms, of waar ’n werknemer gereeld ’n hoër bedrag as die voorgeskrewe bedrag aan die werknemer betaal ten opsigte van sodanige gewone wer-ure, sodanige hoër bedrag;

„wag” ’n werknemer wat persele of ander vaste eiendomme bewaak;

„dressmaking section” means the portion of the Industry in which is performed the processes in the making of dresses, other outer garments, under-garments, including men’s, ladies’ and juveniles’ nightwear and underwear falling within the scope of this Agreement in terms of paragraphs (a) or (b) of the definition “Bespoke Tailoring Industry” but excludes tailored garments, fur garments and/or furs;

„establishment” means a place in which any of the activities connected with the Bespoke Tailoring Industry are carried out;

„experience” means the period of employment in the Bespoke Tailoring and/or in the Clothing Industry both before and subsequent to the date of the commencement of this Agreement; provided that any period of training for the Bespoke Tailoring and/or Clothing Industry undergone by an employee in any industrial school, shall be regarded as being equivalent to experience in the Bespoke Tailoring and/or Clothing Industry amounting to one-third of the said period of training;

„fur section” means the portion of the Industry in which is performed the processes in the making of fur garments and/or furs and/or dyeing of fur pelts falling within the scope of this Agreement in terms of paragraph (a), (b), (c) or (d) of the definition “Bespoke Tailoring Industry”;

„hourly rate” means the weekly wage divided by the number of hours ordinarily worked during the week by the employee concerned;

„Labourer” means an employee who is engaged on one or more of the following operations—

- (a) Cleaning workshops;
- (b) carrying or stacking goods or materials;
- (c) delivering goods;
- (d) making tea;
- (e) delivering messages;

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

„Merchant Tailor” means an employer who takes or causes to be taken an order or orders for the making of tailored garments;

„monthly rate” or “monthly remuneration” means the weekly remuneration multiplied by 4½;

„Principal” means any person who gives out work, in connection with the making of tailored garments, on contract rates;

„piece-work” means any system other than task-work by which remuneration is calculated by quantity or output of work done in an unspecified time;

„qualified employee” means an employee who has completed the period of learnership prescribed in this Agreement for his class of employee;

„remuneration” means any payment in money or in kind or both in money and in kind, made or owing to any person, which arises in any manner whatsoever out of employment;

„short-time” means the temporary reduction in the number of ordinary hours worked due to slackness of trade, shortage of raw material or a general breakdown of plant or machinery or other unforeseen emergency;

„tailored garments” means men’s or boys’ outer garments including coats, suits, jackets, blazers, trousers, breeches, jodhpurs, plus-fours, shorts and knickers made to the measurements of the individual person and includes ladies’ or girls’ outer garments to the measurement of the individual person made by similar processes and with similar materials;

„task-work” means any system of work in which a minimum quantity of output work to be done in a specified time is fixed as a condition for the payment of wages prescribed in clause 2 of Chapters 2, 3 and 4 of this Agreement;

„tailoring section” means the portion of the Industry in which is performed the processes in the making of tailored garments falling within the scope of this Agreement in terms of paragraphs (a) or (b) of the definition “Bespoke Tailoring Industry”;

„wage” means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work as prescribed in Chapters 2, 3 and 4 of this Agreement, or where an employer regularly pays to an employee in respect of such ordinary hours of work an amount higher than that prescribed, it means such higher amount;

„watchman” means an employee who is engaged in guarding premises or other immovable property;



„werkende werkgewer en/of vennoot” ’n werkgewer of vennoot wat ’n werkgewer in ’n vennootskap of direkteur in ’n maatskappy is, wat ’n werkgewer is en wat self enigeen van die prosesse verrig in verband met die maak van klere wat ooreenkomstig paragraaf (a), (b) of (d) van die woordomskrywing van „Kleremakery-op-maatnywerheid” binne die bestek van hierdie Ooreenkoms val.

#### 4. BESOLDIGING

(1) Elke werkgewer moet minstens die loon voorgeskryf in die toepaslike klousules van Hoofstukke 2, 3 en 4 van hierdie Ooreenkoms betaal aan elk van sy werknemers wat werksaamhede verrig wat deur die toepaslike hoofstuk gedek word, en geen werknemer mag ’n kleiner loon aanvaar nie.

(2) (a) Besoldiging wat aan werknemers verskuldig is, moet weekliks gedurende werkure op Vrydae in kontant betaal word: Met dien verstande dat waar ’n werknemer se dienste op ’n ander dag as ’n Vrydag beëindig word, alle bedrae wat aan hom verskuldig is onmiddellik ná sodanige diensbeëindiging betaal moet word: En voorts met dien verstande dat waar ’n werknemer korttyd werk of waar die gewone betaaldag ’n vakansiedag is, betaling ingevolge hierdie subklousule moet geskied voordat die werknemer vir die week klaar gewerk het.

(b) Geen bedrag van enige aard mag van die besoldiging van ’n werknemer afgetrek word nie: Met dien verstande dat—

- (i) behoudens andersluidende bepalings in hierdie Ooreenkoms, waar ’n werknemer van sy werk af wegbly, buiten op las van sy werkgewer, ’n *pro rata*-bedrag vir sodanige afwesigheidstydperk afgetrek mag word;
- (ii) behoudens die bepalings van klousule 9 van hierdie hoofstuk, waar korttyd gewerk word, die werknemer betaal mag word vir die werklike tyd gewerk;
- (iii) behoudens die bepalings van klousule 10 van hierdie hoofstuk, waar ’n werkgewer ’n bedryfsinrigting gedurende Desember en/of Januarie vir die vakansietydperk vir hoogstens vier weke sluit, die werkgewer nie verplig is om lone te betaal vir die tyd wat verlore gegaan het nie;
- (iv) waar ’n werkgewer tee aan ’n werknemer verskaf, hy 7½c per week mag aftrek;
- (v) met die toestemming van die werknemer, aftrekkings vir versekerings- of pensioenfondse gedoen mag word;
- (vi) bydraes tot die fondse van die Raad ingevolge klousule 17 van hierdie hoofstuk afgetrek moet word;
- (vii) bydraes tot die „Siektebystandsfonds” ingevolge klousule 27 van hierdie hoofstuk afgetrek moet word;
- (viii) alle bedrae wat ’n werkgewer ten behoeve van ’n werknemer betaal ten einde ’n wet of ’n hofbevel te gehoorsaam, afgetrek mag word;
- (ix) ledegeld tot die fondse van die vakvereniging ingevolge klousule 30 van hierdie hoofstuk afgetrek moet word.

(3) Alle bedrae aan werknemers betaal, moet vervat wees in verseëelde koeverte wat deur die werknemers behou moet word en wat die volgende inligting moet verstrekk:

Naam van werkgewer en werknemer, fabrieksnommer van die werknemer, beroep, getal ure gewerk, die besoldiging verskuldig ten opsigte van gewone werkure, oortydwerk en Sondagwerk, besonderhede van alle aftrekkings van sodanige bedrag gedoen, die bedrag in die koevert en die tydperk ten opsigte waarvan betaling geskied.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms en behoudens die bepalings van artikel 83 van die Wet, word geen bepaling wat die indiensneming van of werkverskaffing aan ’n werknemer in enige klas werk of op enige voorwaardes verbied, geag die werkgewer te onthef van die verpligting om die besoldiging te betaal en die voorwaardes na te kom wat hy sou moes betaal of nakom indien sodanige indiensneming of werkverskaffing nie verbode was nie, en die werkgewer moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming of werkverskaffing nie verbode was nie.

#### 5. PREMIES

Geen werkgewer mag ’n premie vir die opleiding van ’n werknemer vra of aanneem nie: Met dien verstande dat hierdie klousule nie van toepassing is nie ten opsigte van opleidingskemas waartoe die werkgewer regtens verplig is om by te dra.

#### 6. LEERLINGE

(1) Geen werknemer mag ’n leerling in diens neem nie, en geen werkgewer wat op die datum van inwerkingtreding van hierdie Ooreenkoms ’n leerling in diens het, mag voortgaan om so ’n leerling in diens te hou nie vir ’n langer tydperk as een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, tensy die Raad ’n sertifikaat uitgereik het wat magtiging verleen vir die indiensneming of voortgesette diens van die betrokke leerling by genoemde werkgewer.

„working employer and/or partner” means any employer or any partner who is an employer in a partnership or director in a company who is an employer and who himself performs any of the processes in the making of garments falling within the scope of this Agreement in terms of paragraph (a), (b) or (d) of the definition “Bespoke Tailoring Industry”.

#### 4. REMUNERATION

(1) Every employer shall, in relation to any of his employees engaged in operations covered by the relative clauses of Chapters 2, 3 and 4 of this Agreement, pay not less than and no employee shall accept less than the wages prescribed in that relevant Chapter.

(2) (a) Remuneration due to employees shall be paid in cash weekly, during working hours on Friday; provided that where an employee's services terminate on a day other than a Friday, any amounts due to him shall be paid immediately upon such termination and provided further that when an employee is working short-time or the ordinary pay day is a holiday, payment in terms of this subclause shall be made before the employee finishes work for the week.

(b) No deduction of any description shall be made from the remuneration of an employee provided that—

- (i) except where otherwise provided in this Agreement, where an employee absents himself from work otherwise than on the instructions of his employer, a *pro rata* amount for the period of such absence may be deducted;
- (ii) subject to the provisions of clause 9 of this Chapter where short-time has been introduced, the employee may be paid for the actual time worked;
- (iii) subject to the provisions of clause 10 of this Chapter where an employer closes an establishment during the months of December and/or January, due to holiday recess, for a period not exceeding four weeks, the employer shall not be obliged to pay wages for the time lost;
- (iv) where an employer supplies an employee with tea he may deduct 7½c per week;
- (v) with the consent of the employee, deductions may be made for insurance or pension funds;
- (vi) contributions to Council funds shall be deducted in terms of clause 17 of this Chapter;
- (vii) contributions to the “Sick Benefit Fund” shall be deducted in terms of clause 27 of this Chapter;
- (viii) any amount paid by an employer on behalf of an employee in order to comply with any law or order of Court, may be deducted;
- (ix) subscriptions to the funds of the trade union shall be deducted in terms of clause 30 of this Chapter.

(3) All payments to employees shall be made in sealed envelopes which shall be retained by the employee and which shall reflect the following information—

Name of employer and employee, factory number of the employee, occupation, number of hours worked, the remuneration due in respect of ordinary time, overtime and Sunday time, details of all deductions made from such amount, the amount contained in the envelope, and the period in respect of which payment is made.

(4) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of section 83 of the Act, no provision which prohibits the engagement or employment of an employee on any class of work or on any conditions, shall be deemed to relieve the employer from paying remuneration and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited and the employer shall continue to pay such remuneration and observe such conditions as if such engagement or employment had not been prohibited.

#### 5. PREMIUMS

No premium shall be charged or accepted by an employer for the training of an employee, provided this clause shall not apply in respect of training schemes to which the employer is legally required to contribute.

#### 6. LEARNERS

(1) No employer shall engage a learner, and no employer who is employing a learner at the date of coming into operation of this Agreement shall continue to employ such learner for a period longer than one month as from the date of coming into operation of this Agreement, unless a certificate authorising the engagement or continued employment of the learner concerned with the said employer has been issued by the Council.

(2) Die werkgewer moet by die Raad aansoek doen om toestemming om 'n leerling in diens te neem op 'n vorm wat van die Raad verkry word.

(3) Die Sekretaris van die Raad moet aan elke werkgewer aan wie toestemming verleen is om 'n leerling in diens te neem, 'n sertifikaat uitreik wat die naam van die leerling toon, asook sy of haar ouderdom, die minimum loon betaalbaar, die naam van die werkgewer en die tydperk waarvoor die toestemming geldig is: Met dien verstande dat die Raad, na hy die werkgewer en werknemer een week skriftelik daarvan in kennis gestel het, enige sertifikaat mag intrek wat kragtens hierdie subklousule uitgereik is, afgesien daarvan of die tydperk waarvoor toestemming verleen is, verstryk het of nie, as die Raad daarvan oortuig is dat daar nie behoorlike fasiliteite vir opleiding verskaf word nie of as hy om 'n ander afdoende rede meen dat die leerlingenskap beëindig moet word.

(4) In alle afdelings van die Nywerheid moet daar minstens vier gekwalifiseerde werknemers in diens geneem word vir elke leerling wie se indiensneming of voortgesette diens deur die Raad goedgekeur word: Met dien verstande dat alle sodanige gekwalifiseerde werknemers nie noodwendig dieselfde klas werk in die afdeling van die Nywerheid waarop die leerlingenskap betrekking het, hoef te verrig nie: Voorts met dien verstande dat as daar geen gekwalifiseerde werknemer in die bepaalde klas werk waarin die leerling opgelei moet word, in diens is nie, die indiensneming of voortgesette diens van die leerling nogtans goedgekeur mag word, ondanks andersluidende bepalinge in hierdie Ooreenkoms, indien die werkgewer, of een van die vennote in die geval van 'n vennootskap, na die mening van die Raad self in staat is om die leerling in die betrokke klas werk op te lei.

(5) 'n Leerling moet te alle tye onder die strenge toesig van 'n werkende werkgewer, 'n gekwalifiseerde manlike werknemer of 'n gekwalifiseerde vroulike werknemer werksaam wees, en sodanige werkgewer of werknemer is vir sy of haar opleiding verantwoordelik om te verseker dat die leerling teen die einde van die voorgeskrewe leertyd bedrewe is in alle vertakings van die werk wat op sy besondere klas werk betrekking het.

#### 7. WERKURE

(1) Geen werkgewer in die kleremakery-afdeling en/of in die modemakeryafdeling mag van 'n werknemer, uitgesonderd 'n arbeider, vereis of hom toelaat om—

- langer as 42½ uur, uitgesonderd etenspouses, in 'n enkele week te werk nie; of
- meer as vyf dae in 'n enkele week te werk nie;
- op Saterdag en Sondag te werk nie;
- langer as 8½ uur, uitgesonderd etenspouses, op 'n enkele dag te werk nie;
- voor 8 vm. of na 5.30 nm. of gedurende die ruspouses wat in subklousule (6) bepaal word, of tussen 1 nm. en 2 nm. op enige dag van Maandag tot en met Vrydag te werk nie;
- vir 'n aaneenlopende tydperk van langer as vyf uur te werk nie, sonder 'n ononderbroke pouse van minstens een uur, waarin geen werk verrig mag word nie, en so 'n pouse word nie geag deel van die gewone werkure of oortyd uit te maak nie. Vir die toepassing van hierdie paragraaf word werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag aaneenlopend te wees.

(2) Geen werkgewer in die pelsafdeling mag van 'n werknemer, uitgesonderd 'n arbeider, vereis of hom toelaat om—

- langer as 40 uur, uitgesonderd etenspouses, in 'n enkele week te werk nie; of
- meer as vyf dae in 'n enkele week te werk nie;
- op Saterdag en Sondag te werk nie;
- langer as agt uur, uitgesonderd etenspouses, op 'n enkele dag te werk nie;
- voor 8 vm. en na 5 nm. of gedurende ruspouses wat in subklousule (b) bepaal word, of tussen 1 nm. en 2 nm. op enige dag van Maandag tot en met Vrydag te werk nie;
- vir 'n aaneenlopende tydperk van langer as vyf uur te werk nie, sonder 'n ononderbroke pouse van minstens een uur, waarin geen werk verrig mag word nie, en so 'n pouse word nie geag deel van die gewone werkure of oortyd uit te maak nie. Vir die toepassing van hierdie paragraaf word werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag aaneenlopend te wees.

(3) Geen werkgewer in die kleremakeryafdeling en/of modemakeryafdeling en/of pelsafdeling mag van 'n arbeider vereis of hom toelaat om—

- langer as 46 uur, uitgesonderd etenspouses, in 'n enkele week te werk nie; of
- meer as ses dae in 'n enkele week te werk nie;
- op Sondag te werk nie;
- langer as 8½ uur, uitgesonderd etenspouses, op 'n enkele dag van Maandag tot en met Vrydag te werk nie;
- langer as 3½ uur op Saterdag te werk nie;
- voor 8 vm. of na 5.30 nm., of gedurende die ruspouses wat in subklousule (6) bepaal word, of tussen 1 nm. en 2 nm. op enige dag van Maandag tot en met Vrydag te werk nie;

(2) An application for permission to employ a learner shall be made to the Council by the employer on a form to be obtained from the Council.

(3) The Secretary of the Council shall issue to each employer who has been granted permission to employ a learner a certificate showing the name of the learner, his or her age, minimum wage payable, the name of the employer and the period during which the permission shall be effective; provided that the Council may, after having given one week's notice in writing to the employer and employee withdraw any certificate issued in terms of this subclause whether or not the period for which permission was granted has expired whenever the Council is satisfied that proper facilities for training is not provided, or for any other good and sufficient reason it is considered that the learnership should be terminated.

(4) In relation to each section of the Industry at least four qualified employees must be employed in respect of each learner whose engagement or continued employment is authorised by the Council; provided that all such qualified employees need not necessarily be employed on the same class of work within the section of the Industry to which the learnership relates, and provided further that if there is no qualified employee employed on a particular class of work in which the learner has to be trained, the engagement or continued employment of the learner may nevertheless be authorised, notwithstanding anything to the contrary herein contained, if in the opinion of the Council the employer or one of the partners in the case of a partnership is himself capable of training the learner in respect of the particular class of work involved.

(5) A learner shall be employed under the strict supervision of a working employer, a qualified male employee or a qualified female employee at all times and such employer or employee shall be responsible for his or her training to ensure that at the end of the prescribed period of learnership the learner will have become proficient in all branches of the work appertaining to his particular class of work.

#### 7. HOURS OF WORK

(1) No employer in the tailoring section and/or the dressmaking section shall require or permit an employee other than a labourer—

- to work for more than 42½ hours excluding meal times in any one week; or
- to work for more than five days in any one week;
- to work on Saturdays and Sundays;
- to work for more than 8½ hours excluding meal times on any one day;
- to work before 8 a.m. or later than 5.30 p.m. or during rest intervals, provided for in subclause (6), or between 1 p.m. and 2 p.m. in any day from Mondays to Fridays inclusive;
- to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime. For the purpose of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(2) No employer in the fur section shall require or permit an employee other than a labourer—

- to work more than 40 hours excluding meal times in any one week; or
- to work for more than five days in one week;
- to work on Saturdays and Sundays;
- to work for more than eight hours excluding meal times in any one day;
- to work before 8 a.m. and later than 5 p.m. or during rest intervals provided for in subclause (6), or between 1 p.m. and 2 p.m. in any day from Mondays to Fridays inclusive;
- to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime. For the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(3) No employer in the tailoring section and/or dressmaking section and/or fur section shall require or permit a labourer—

- to work for more than 46 hours excluding meal times in any one week; or
- to work for more than six days in any one week;
- to work on Sundays;
- to work for more than 8½ hours excluding meal times on any day from Mondays to Fridays inclusive;
- to work for more than 3½ hours on Saturdays;
- to work before 8 a.m. or later than 5.30 p.m. or during rest intervals provided for in subclause (6) or between 1 p.m. and 2 p.m. in any day from Mondays to Fridays inclusive;



- (g) voor 8 vm. of na 11.30 vm. op Saterdag te werk nie, buiten ooreenkomstig die bepalings van subklousule (5) hiervan en klousule (8) van hierdie hoofstuk;
- (h) vir 'n aaneenlopende tydperk van langer as vyf uur te werk nie, sonder 'n ononderbroke pouse van minstens een uur, waarin geen werk verrig mag word nie, en so 'n pouse word nie geag deel van die gewone werkure of oortyd uit te maak nie. Vir die toepassing van hierdie paragraaf word werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag aaneenlopend te wees.

(4) Geen werkende werkgever en/of vennoot, uitgesonderd in die pelsafdeling, mag—

- (a) langer as 49 uur 10 minute, uitgesonderd etenspouses, in 'n enkele week werk nie; of
- (b) meer as vyf dae in 'n enkele week werk nie;
- (c) op Saterdag en Sondag werk nie;
- (d) langer as 9 uur 50 min., uitgesonderd etenspouses, op 'n enkele dag werk nie;
- (e) voor 7.30 vm. of na 6.20 nm., of gedurende die ruspouses wat in subklousule (6) bepaal word, of tussen 12.30 nm. en 1.30 nm. op enige dag van Maandag tot en met Vrydag te werk nie.

(5) Ondanks die bepalings van subklousules (1), (2) en (3) van hierdie klousule, mag 'n werkgever van 'n werknemer vereis of hom toelaat om, behoudens die bepalings van klousule 8 van hierdie hoofstuk, oortyd te werk vir 'n tydperk van hoogstens 10 uur in 'n enkele week: Met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of haar mag toelaat om—

- (a) langer as twee uur oortyd op 'n werkdag te werk nie;
- (b) op meer as drie agtereenvolgende dae oortyd te werk nie;
- (c) langer as 10 uur in 'n enkele week oortyd te werk nie;
- (d) op meer as 60 dae in 'n enkele jaar oortyd te werk nie;
- (e) na voltooiing van haar gewone werkure langer as een uur per dag oortyd te werk nie, tensy hy—
- (i) voor 12-uur middag aan so 'n werknemer kennis daarvan gegee het; of
- (ii) 'n toereikende maaltijd aan so 'n werknemer verskaf het voor sy met oortyd moet begin; of
- (iii) 'n toelae van 25c betyds aan so 'n werknemer betaal het om haar in staat te stel om 'n maaltijd te bekom voordat die oortyd moet begin.

(6) Ruspouses van minstens 10 minute waarin geen werk verrig mag word nie, moet nie later nie as twee uur ná die begin van die oggendwerktydperk en so na as moontlik aan die middel van die namiddagwerktydperk aan elke werknemer toegestaan word, en sodanige pouses word geag tyd gewerk te wees.

(7) Geen werkgever in die kleremakery- en/of modemakery- en/of pelsafdeling van die Nywerheid mag van 'n werknemer vereis of hom toelaat om buite die ure gespesifiseer in subklousules (1), (2) en (3) van hierdie klousule in die bedryfsafdeling te wees nie, buiten ooreenkomstig die bepalings van klousule 8 van hierdie hoofstuk en/of gedurende die openbare vakansiedae, jaarlikse verlof en geslote tydperk vermeld in klousule 10 van hierdie hoofstuk.

(8) Geen werkgever mag van 'n vroulike werknemer vereis of haar toelaat om—

- (i) tussen 6 nm. en 6 vm. te werk nie;
- (ii) na 1 nm. op meer as vyf dae per week te werk nie.
- (9) Die bepalings van hierdie klousule is nie van toepassing nie op 'n wag wie se werkgever hom 'n vry dag van 24 agtereenvolgende ure ten opsigte van elke week diens toestaan: Met dien verstande dat—
- (a) hy geen bedrag van die wag se loon ten opsigte daarvan mag aftrek nie;
- (b) 'n werkgever, in plaas daarvan om so 'n vry dag aan sy wag toe te staan, die loon aan so 'n wag mag betaal wat hy sou ontvang het as hy nie op so 'n dag gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van so 'n dag wat nie toegestaan is nie: Met dien verstande dat die dagloon vir die toepassing van hierdie paragraaf gelyk is aan die weekloon gedeel deur ses.

#### 8. OORTYDWERK EN SONDAGWERK

(1) Oortyd, dit wil sê tyd gewerk buite die gewone werkure van 'n bedryfsinrigting in die kleremakery- en/of modemakery- en/of pelsafdeling soos gespesifiseer in subklousules (1), (2), (3) en (4) van klousule 7 van hierdie hoofstuk, mag nie sonder die skriftelike toestemming van die Raad verrig word nie.

(2) (a) Die volgende minimum besoldiging moet vir oortydwerk betaal word:

- (i) 'n Werknemer in die kleremakery- en/of modemakery-afdeling van die Nywerheid moet minstens 1½ keer die uurloon wat op hom van toepassing is, betaal word vir elke uur of deel van 'n uur wat hy aldus van Maandag tot Saterdag werk.
- (ii) 'n Werknemer in die pelsafdeling van die Nywerheid moet minstens 1½ keer die uurloon betaal word wat op hom van toepassing is vir elke uur of deel van 'n uur wat hy aldus van Maandag tot Saterdag werk.

(g) to work before 8 a.m. or later than 11.30 a.m. on Saturdays except in accordance with the provisions of subclause (5) hereof and clause 8 of this Chapter;

(h) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime. For the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) No working employer and/or partner other than in the fur section shall work—

- (a) for more than 49 hours and 10 minutes excluding meal times in any one week; or
- (b) to work for more than five days in any one week;
- (c) to work on Saturdays and Sundays;
- (d) to work for more than 9 hours and 50 minutes excluding meal times in any one day;
- (e) to work before 7.30 a.m. or later than 6.20 p.m. or during rest intervals provided for in subclause (6), or between 12.30 p.m. and 1.30 p.m. in any day from Mondays to Fridays inclusive.

(5) Notwithstanding the provisions of subclauses (1), (2) and (3) of this clause an employer may require or permit an employee to work overtime subject to the provisions of clause 8 of this Chapter for a period not exceeding 10 hours in any one week; provided that no employer shall require or permit a female employee to work overtime—

- (a) for more than 2 hours on any working day;
- (b) on more than 3 consecutive days;
- (c) for more than 10 hours in any week;
- (d) on more than 60 days in any year;
- (e) after completion of her ordinary working hours for more than one hour on any day unless he has—
- (i) given notice thereof to such employee before midday; or
- (ii) provided such employee with an adequate meal before she has to commence overtime; or
- (iii) paid such employee an allowance of 25c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(6) Rest intervals of not less than 10 minutes during which no work shall be performed, shall be allowed to each employee not later than 2 hours after the commencement of the morning work period and as nearly as practicable in the middle of the afternoon work period, and such intervals shall be regarded as time worked.

(7) No employer in the tailoring section and/or dressmaking section and/or fur section of the Industry shall require or permit an employee to be in the establishment outside the hours specified in subclauses (1), (2) and (3) of this clause, except in accordance with the provisions of clause 8 of this Chapter, and/or during the public holidays, annual leave and closed period referred to in clause 10 of this chapter.

(8) No employer shall require or permit a female employee to work—

- (i) between 6 p.m. and 6 a.m.
- (ii) after 1 p.m. on more than five days in any one week.
- (9) The provisions of this clause shall not apply to a watchman whose employer grants him a day off of 24 consecutive hours in respect of every week of employment; provided that—
- (a) he makes no deduction from his watchman's wage in respect thereof;
- (b) an employer may, in lieu of granting his watchman any such day off, pay such watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than double his daily wage in respect of such day not granted; provided that for the purposes of this paragraph the daily wage shall be the weekly wage divided by six.

#### 8. OVERTIME AND SUNDAY WORK

(1) Overtime, that is time worked outside the usual working hours of an establishment in the tailoring section, and/or the dressmaking section and/or fur section as specified in subclauses (1), (2), (3) and (4) of clause 7 of this Chapter shall not be worked except with the written permission of the Council.

(2) (a) Payment for overtime shall be made at the following minimum rates:

- (i) An employee in the tailoring section and/or dressmaking section of the Industry shall be paid at not less than one and one-third times the hourly rate applicable to him for each hour, or part of an hour so worked on Mondays to Saturdays.
- (ii) An employee in the fur section of the Industry shall be paid not less than one and one-half times the hourly rate applicable to him for each hour or part of an hour so worked on Mondays to Saturdays.



(b) 'n Werknemer in die kleremakery- en/of modemakery- en/of pelsafdeling wat op Sondae werk, moet die volgende betaal word:

(i) Vir alle tyd gewerk op 'n Sondag wat nie vier (4) uur oorskry nie, minstens  $1\frac{1}{2}$  keer die besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk;

(ii) Vir alle tyd gewerk op 'n Sondag wat vier (4) uur oorskry, minstens dubbel sy gewone uurloon ten opsigte van die totale tydperk op so 'n Sondag gewerk, of besoldiging van minstens dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag.

(3) Daar mag van geen werknemer vereis word om sonder sy toestemming oortyd te werk nie.

(4) Geen werknemer mag ontslaan of in sy diens benadeel word as hy weier om oortyd te werk nie.

(5) Geen vroulike werknemer mag tussen 6 nm. en 6 vm. oortyd werk nie.

(6) Ondanks die bepalinge van hierdie klousule mag 'n werkgewer, ten einde tyd in te haal wat verlore gegaan het omdat geen werk op 'n openbare vakansiedag, buiten dié in klousule 10 van hierdie hoofstuk vermeld, verrig is nie, sy werknemers toelaat om oortyd teen gewone loonskale te werk op enige dag (behalwe Sondae) voor of na so 'n openbare vakansiedag: Met dien verstande dat hy vooraf die Raad se toestemming moet kry.

## 9. KORTTYD

Waar korttyd in 'n bedryfsinrigting gewerk word en 'n werknemer op 'n dag by sy werkgewer se bedryfsinrigting aanwesig is, moet hy, tensy hy vóór sodanige dag kennis ontvang het dat sy dienste nie vir die hele dag of 'n deel daarvan nodig is nie, twee uur se diens toegestaan word, wat van die gewone begintyd van die bedryfsinrigting 'n aanvang neem, of in plaas daarvan vir minstens twee uur se werk betaal word.

## 10. OPENBARE VAKANSIEDAE, JAARLIKSE VERLOF EN GESLOTE TYDPERK

Geen werkgewer mag 'n werknemer in diens hê nie en geen werknemer of werkende werkgewer of werkende vennoot mag werk nie op Goede Vrydag, Paasmaandag, Hemelvaartdag, Gesinsdag, Krugerdag, Geloftedag, en Republiekdag in 1971, of op enige dag gedurende die tydperk wat op 25 Desember elke jaar begin en op 14 Januarie die volgende jaar eindig (met inbegrip van albei datums), aangesien dit die jaarlikse verloftydperk is, en die vakansiebesoldiging wat aan 'n werknemer ingevolge klousule 31 van hierdie hoofstuk betaalbaar is, word geag betaling vir sodanige jaarlikse verlof en sodanige openbare vakansiedae te wees.

## 11. DIENSBEÏNDIGING

(1) Behoudens—

(i) die reg van 'n werkgewer of werknemer om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig; of die bepalinge van 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat 'n kennisgewingstydperk bepaal van gelyke duur vir albei partye en vir langer as vyf werkdade;

moet 'n werkgewer en sy werknemer minstens vyf werkdade skriftelike kennis gee van sy voorneme om 'n dienskontrak te beëindig. Vir die toepassing van hierdie klousule sluit sodanige vyf werkdade betaalde openbare vakansiedae in en die kennisgewingstydperk tree in werking op die werkdag wat volg op die een waarop kennis gegee word.

(2) 'n Werknemer wat korttyd werk, kan sy diens sonder kennisgewing beëindig.

(3) Die eerste vyf werkdade van die dienстыdperk van 'n werknemer by 'n werkgewer word (tensy anders vermeld in 'n skriftelike ooreenkoms) geag 'n proeftydperk te wees en sodanige diens mag te eniger tyd binne so 'n proeftydperk sonder kennisgewing deur die werkgewer of werknemer beëindig word.

(4) Maandeliks besoldigde werknemers moet minstens een kalendermaand skriftelike kennis van diensbeëindiging gee of ontvang en dit tree in werking vanaf die eerste dag van die maand wat volg op dié waarin kennis gegee word.

(5) 'n Werkgewer of sy werknemer kan die dienskontrak beëindig sonder die kennisgewing wat voorgeskryf is of waarvoor kragtens subklousule (1) (i) en (ii) van hierdie klousule besluit is, deur vyf werkdade se besoldiging, of besoldiging vir die tydperk waarop kragtens subklousule (1) (ii) van hierdie klousule besluit is, te betaal of te verbeur.

(6) Geen werkgewer mag die dienste van 'n werknemer beëindig omdat so 'n werknemer van die werk af wegbly weens siekte waarvoor hy nie self verantwoordelik is nie: Met dien verstande dat—

(a) die werkgewer binne drie werkdade vanaf die aanvang van sodanige siekte daarvan in kennis gestel word;

(b) An employee in the tailoring section and/or the dressmaking section and/or the fur section who works on Sunday shall be paid:—

(i) For any time worked on a Sunday not exceeding four (4) hours, at least one and a half times the remuneration payable in respect of the period ordinarily worked by him on a week-day.

(ii) For any time worked on a Sunday exceeding four (4) hours, remuneration at a rate not less than double his ordinary hourly rate of remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater.

(3) No employee shall be required to work overtime without his consent.

(4) No employee shall be dismissed or prejudiced in his employment by reason of his refusal to work overtime.

(5) No female employee may work overtime between the hours of 6 p.m. and 6 a.m.

(6) Notwithstanding the provisions of this clause an employer may, in order to make up lost time for not working on a public holiday other than those referred to in clause 10 of this Chapter, permit his employees to work overtime on any day except on Sundays, prior or subsequent to such public holiday at ordinary rates of pay; provided that permission has previously been obtained from the Council.

## 9. SHORT TIME

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

## 10. PUBLIC HOLIDAYS, ANNUAL LEAVE AND CLOSED PERIOD

No employer shall employ any employee and no employee or working employer or working partner shall work on Good Friday, Easter Monday, Ascension Day, Family Day, Kruger Day, Republic Day in 1971 and Day of the Covenant, or any day during the period commencing on the 25th December of each year and ending on the 14th January of the following year, both inclusive, being annual leave period, and the holiday remuneration payable to an employee in terms of clause 31 of this Chapter, shall be deemed to be payment for such annual leave and such public holidays.

## 11. TERMINATION OF EMPLOYMENT

(1) Subject to:—

(i) the right of an employer or employee to terminate a contract of employment without notice for any good cause recognised by law as sufficient; or

(ii) the provisions of any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than five working days;

an employer and his employee shall give not less than five working days notice in writing to terminate a contract of service, which for the purpose of this clause shall include paid public holidays and which shall take effect from the working day following that on which it is given.

(2) An employee who is working shorttime may terminate his employment without giving notice.

(3) The first five working days of the period of employment of an employee by an employer shall (unless otherwise stated in a written agreement) be deemed to be a trial period and such employment may be terminated without notice either by the employer or the employee at any time within such trial period.

(4) Monthly paid employees shall give or be given not less than one calendar month's notice of termination of employment, in writing, to take effect from the first day of the month following that in which notice is given.

(5) An employer or his employee shall be entitled to terminate the contract of employment without the notice prescribed or agreed upon in terms of subclause (1) (i) and (ii) of this clause by paying or forfeiting five working days remuneration or remuneration in respect of the period agreed upon in terms of subclause (1) (ii) of this clause..

(6) No employer shall terminate the services of any employee by reason of such employee's absence from work through illness for which he is not himself responsible provided that—

(a) the employer is notified within three working days of the commencement of such illness;



- (b) 'n doktersertifikaat vir die afwesigheidstydperk getoon word wanneer die werknemer na sy werk terugkeer; en
  - (c) die afwesigheidstydperk nie 30 dae of, in die geval van 'n bevalling, 12 weke oorskry nie.
- (7) Die kennisgewingstydperk in hierdie klousule vermeld, mag nie saamval nie met, of kennis mag nie gegee word nie gedurende 'n werknemer se afwesigheid met jaarlikse verlof of gedurende die geslote tydperk in klousule 10 vermeld, of verlof met die skriftelike toestemming van sy werkgever, of 'n tydperk waarin die werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan.

## 12. STUKWERK EN AANSPORINGSLONE

Waar daar geen stukwerk in hierdie Ooreenkoms vir 'n werksaamheid in die Nywerheid voorgeskryf word nie, of in alle gevalle waar ander aansporingswerk in die Nywerheid verrig gaan word, kan die werkgever en sy werknemers, behoudens die Raad se goedkeuring, oor stukwerk- of aansporingslone ooreenkom: Met dien verstande dat die werkgever aan so 'n werknemer minstens die weekloon moet betaal wat ingevolge klousule 2 van Hoofstukke 2, 3 en 4 van hierdie Ooreenkoms voorgeskryf word vir 'n werknemer van sy klas ten opsigte van elke week waarin stukwerk of ander aansporingswerk verrig word, afgesien van die hoeveelheid werk verrig of produksie gelewer.

## 13. BEHEER OOR BUITEWERK

- (1) Geen werkgever op wie hierdie Ooreenkoms van toepassing is, mag 'n werknemer op 'n ander plek as op sy perseel stukwerk laat verrig nie.
- (2) Geen werknemer op wie hierdie Ooreenkoms van toepassing is, mag werksaamhede in verband met die Nywerheid in 'n woonhuis of woning verrig nie, en geen werkgever op wie hierdie Ooreenkoms van toepassing is, mag toelaat dat enigeen van die werksaamhede in verband met die Nywerheid in 'n woonhuis of woning deur sy werknemer verrig word nie.
- (3) 'n „Woonhuis” of „woning” beteken 'n huis wat as woonplek geokkupeer word, in teenstelling met 'n besigheidsplek, kantoor of ander gebou.

## 14. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

- (1) Elke werkgever wat dit nog nie ingevolge die vorige Ooreenkoms gedoen het nie, moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elkeen wat na daardie datum 'n werkgever word, moet binne een maand vanaf die datum waarop hy met werksaamhede begin, 'n ondertekende staat aan die Sekretaris van die Raad stuur wat die volgende besonderhede meld:
  - (a) Sy volle naam en die naam van die besigheid;
  - (b) sy woonadres en besigheidsadres;
  - (c) die bedryf of bedrywe wat hy uitoefen;
  - (d) die volle naam en die beroep van elke werknemer in sy diens.
- (2) Elke werkgever moet binne sewe dae die Sekretaris van die Raad in kennis stel van enige verandering in die besonderhede vermeld in subklousule (1) (a) en (b) van hierdie klousule sodra dit voorkom.
- (3) Waar die werkgever 'n vennootskap of maatskappy is, moet inligting ooreenkomstig subklousule (1) van hierdie klousule oor elke vennoot of direkteur, na gelang van die geval, verstrek word, sowel as die naam waaronder die vennootskap besigheid dryf.

## 15. VRYSTELLINGS

- (1) Die Raad mag enigiemand om 'n afdoende rede vrystel van enigeen van die bepalinge van hierdie Ooreenkoms.
- (2) Die Raad moet, ten opsigte van persone aan wie vrystelling verleen is, die voorwaardes vasstel waarop sodanige vrystelling verleen word asook die tydperk waarvoor sodanige vrystelling geldig is: Met dien verstande dat die Raad, as hy dit goed dink, na een week skriftelike kennis aan die betrokke persoon gegee is, 'n vrystellingsertifikaat mag intrek, afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.
- (3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen is, 'n vrystellingsertifikaat uitreik wat deur hom onderteken is en die volgende meld:
  - (a) Die volle naam van die betrokke persoon;
  - (b) die bepalinge van die Ooreenkoms waarvan hy vrygessel is;
  - (c) die voorwaardes waarop die vrystellingsertifikaat toegeken word; en
  - (d) die tydperk waarvoor die vrystellingsertifikaat geldig is.
- (4) Die Sekretaris van die Raad moet—
  - (a) alle vrystellingsertifikate wat uitgereik word, agtereenvolgens nommer;
  - (b) 'n kopie behou van elke vrystellingsertifikaat wat uitgereik is; en

- (b) a medical certificate for the period of absence is produced on the employee's return to work; and
  - (c) the period of absence from work does not exceed 30 days, or in the case of a confinement 12 weeks.
- (7) The period of notice referred to in this clause shall not run concurrently with, nor shall notice be given during an employee's absence on annual leave or the closed period in terms of clause 10 or leave with the written consent of his employer or any period during which the employee is undergoing military training in pursuance of the Defence Act, 1957.

## 12. PIECE-WORK AND WAGE INCENTIVES

Where no piece-work rates are prescribed in this Agreement for any operation in the Industry or in all cases where other incentive work is to be performed in the Industry, the employer and his employees may, subject to the approval of the Council, agree to piece-work or incentive rates; provided that irrespective of the quantity or output of work done, the employer shall pay to such employee not less than the weekly wage prescribed in terms of clause 2 of Chapters 2, 3 and 4 of this Agreement for an employee of his class in respect of each week in which piece-work or other incentive rates work is done.

## 13. CONTROL OF OUTWORK

- (1) No employer to whom this Agreement applies, shall employ any employee on piece-work elsewhere than on his premises.
- (2) No employee to whom this Agreement applies, shall perform any operations in connection with the Industry in a dwelling-house or dwelling, and no employer to whom this Agreement applies shall allow any of the operations in connection with the Industry to be performed in a dwelling-house or dwelling, by his employee.
- (3) A "dwelling-house" or "dwelling" means a house to be occupied as a residence in contradistinction to a place of business, office or other building.

## 14. REGISTRATION OF EMPLOYERS AND EMPLOYEES

- (1) Every employer who has not already done so in pursuance of the previous Agreement shall, within one month from the date on which this Agreement comes into operation, and every person who becomes an employer after that date, shall, within one month from the date of commencement of operations by him, forward to the Secretary of the Council a signed statement containing the following particulars:
  - (a) His full name and title of business;
  - (b) his residential address and business address;
  - (c) the trade or trades carried on by him;
  - (d) full name and occupation of each employee whom he employs.
- (2) Every employer shall within seven days notify the Secretary of the council of any change in the particulars mentioned in sub-clause (1) (a) and (b) of this clause as they occur.
- (3) where the employer is a partnership or company, information in accordance with subclause (1) of this clause shall be furnished in regard to each partner, or director as the case may be, as well as the title under which the partnership operates.

## 15. EXEMPTIONS

- (1) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.
- (2) The Council shall fix, in respect of any persons granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.
- (3) The Secretary of the Council shall issue to every person granted exemption a licence of exemption signed by him, setting out—
  - (a) the full name of the person concerned;
  - (b) the provisions of the Agreement from which exemption is granted;
  - (c) the conditions subject to which the licence of exemption is granted; and
  - (d) the period during which the licence of exemption shall operate.
- (4) The Secretary of the Council shall—
  - (a) number consecutively all licences of exemption issued;
  - (b) retain a copy of each licence of exemption issued; and

(c) waar vrystelling aan 'n werknemer verleen is, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings van 'n vrystellingsertifikaat nakom wat kragtens hierdie klousule uitgereik is.

(6) Vrystelling mag nie kragtens hierdie klousule aan of ten opsigte van 'n vroulike werknemer wat handwerk doen, verleen word om sodanige werknemer toe te laat om tussen 6 nm. en 6 vm. of na 1 nm. op meer as vyf dae in 'n enkele week te werk nie, buiten om werk te verrig wat as gevolg van 'n noodgeval noodsaaklik geword het.

#### 16. DIENSSERTIFIKATE

Ten einde die besoldiging vas te stel wat aan 'n leerling betaal moet word, moet elke werkgewer 'n dienssertifikaat in die vorm van aanhangsel A van hierdie Ooreenkoms kosteloos aan elk van sy leerlinge uitreik wanneer hy die werkgewer se diens verlaat. Alle dienssertifikate uitgereik deur elke werkgewer moet agtereenvolgens genommener word en 'n kopie van elke dienssertifikaat wat uitgereik is, moet deur hom behou word en nog 'n kopie moet nie later nie as een week na die beëindiging van die leerling se diens aan die Sekretaris van die Raad gestuur word.

#### 17. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 5c per week aftrek van die verdienste van elk van sy werknemers op wie hierdie Ooreenkoms van toepassing is. Die werkgewer moet 'n gelyke bedrag voeg by die bedrag aldus afgetrek en die totale bedrag maandeliks, maar voor of op die 7de dag van elke maand, aan die Sekretaris van die Raad, Posbus 9478, Johannesburg, stuur, tesame met 'n staat in die vorm voorgeskryf in aanhangsel B. Daarbenewens moet elke handelaar-kleremaker en alle ander werkgewers wat by die werksaamhede, beskryf in die woordskrywing van „Kleremakery-op-maatnwyerheid”, betrokke is, voor of op die 7de dag van elke maand 50c per maand aan die Raad betaal by bogenoemde adres.

#### 18. ADMINISTRASIE VAN OOREENKOMS

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

#### 19. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

#### 20. VERBOD OP TAAKWERK

Geen werkgewer mag enigiemand taakwerk laat doen en geen werknemer mag taakwerk verrig nie.

#### 21. INDIENSNEMING VAN JEUGDIGES

Geen werkgewer mag enigiemand onder die ouderdom van 15 jaar in sy bedryfsinrigting in diens neem nie.

#### 22. BESTAANDE KONTRAKTE

Alle dienskontrakte wat op die datum van inwerkingtreding van hierdie Ooreenkoms van krag is of ná genoemde datum aangegaan word, is aan die bepalings van hierdie Ooreenkoms onderworpe. Met dien verstande dat enigiemand wat op die datum van publikasie van hierdie Ooreenkoms besoldiging ontvang wat hoër is as die lone voorgeskryf in klousule 2 van Hofstukke 2, 3 en 4 van hierdie Ooreenkoms, steeds sodanige besoldiging moet ontvang terwyl hy by dieselfde werkgewer in diens is of werk van dieselfde prinsipaal ontvang.

#### 23. BESIGHEIDSURE

(1) (a) 'n Bedryfsinrigting wat met die publiek handel dryf, mag nie—

(i) Maandae tot en met Vrydae voor 8 vm. en na 6 nm. oop wees nie;

(ii) op Saterdag voor 8 vm. en na 1 nm. oop wees nie;

(iii) op Sondae of openbare vakansiedae oop wees nie.

#### 24. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf in die regulasies ingevolge die Wet, op 'n opvallende plek in sy bedryfsinrigting, wat gereedlik vir sy werknemers toeganklik is, opplak en opgeplak hou.

(c) where exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

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

(6) No exemption shall be granted under this clause to or in respect of any female employee engaged in manual work to permit of such employee being employed between the hours of 6 p.m. and 6 a.m. or after 1 p.m. on more than five days in any week, except for the purpose of performing work which is necessitated by an emergency.

#### 16. CERTIFICATES OF SERVICE

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

#### 17. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council each employer shall deduct 5c per week from the earnings of each of his employees to whom this Agreement applies. To the amount so deducted the employer shall add a like amount and forward month by month but not later than the 7th day of each month, the total sum to the Secretary of the Council, P.O. Box 9478, Johannesburg, together with a statement in the form prescribed in Annexure B. In addition each merchant tailor and all other employers engaged in the activities of the definition "Bespoke Tailoring Industry" shall pay 50c per month to the Council at the above address on or before the 7th day of each month.

#### 18. ADMINISTRATION OF AGREEMENT

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

#### 19. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL

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

#### 20. PROHIBITION OF TASK-WORK

No employer shall employ any person upon task-work and no employee shall accept employment upon any such system of task-work.

#### 21. EMPLOYMENT OF MINORS

No employer shall employ in his establishment any person under the age of fifteen years.

#### 22. EXISTING CONTRACTS

Any contract of service in operation at the date of the commencement of this Agreement or concluded subsequent to such date shall be subject to the provisions of this Agreement; provided that any person who, at the date of publication of this Agreement is in receipt of remuneration in excess of the wages prescribed in clause 2 of Chapters 2, 3 and 4 of this Agreement shall continue to receive such remuneration whilst he remains in the service of the same employer or takes work from the same principal.

#### 23. TRADING HOURS

(1) (a) Any establishment which trades with the public shall not—

(i) open before 8 a.m. and close later than 6 p.m. on Mondays to Fridays inclusive;

(ii) open before 8 a.m. and close later than 1 p.m. on Saturdays;

(iii) open on Sundays or public holidays.

#### 24. EXHIBITION OF AGREEMENT

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



## 25. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om te help met die uitvoering van die bepalings van hierdie Ooreenkoms. Elke werkgewer of werknemer vir wie die bepalings van hierdie Ooreenkoms bindend is, moet alle fasiliteite aan so 'n agent verleen sodat hy kan vasstel of die bepalings van hierdie Ooreenkoms nagekom word.

## 26. INDIENSNEMING VAN LEDE VAN VAKVERENIGING

(1) Geen werkgewer mag 'n werknemer in diens neem wat nie 'n lid van die vakvereniging is nie en geen lid van die vakvereniging mag by 'n werkgewer wat nie lid van die werkgewersorganisasie is nie, in diens tree of in diens bly nie: Met dien verstande dat, afgesien van sy regte kragtens artikel 51 (10) van die Wet, enigemand wat benadeel word of benadeel sal word deur weiering en/of skrapping van lidmaatskap, binne 30 dae na sodanige weiering en/of skrapping, sy saak voor die Raad kan stel, en die Raad kan verklaar dat die bepalings van hierdie klousule, ondanks sodanige weiering en/of skrapping, hom nie verhinder om lede van die vakvereniging in diens te neem, of deur lede van die werkgewersorganisasie in diens geneem te word nie, na gelang van die geval.

Bewys van lidmaatskap van die vakvereniging is die vertoning van 'n lidmaatskapsertifikaat.

(2) Elke werkgewer moet 'n beampte of beamptes wat skriftelik deur die vakvereniging aangestel is, toelaat om sy bedryfsinrigting gedurende die etenspouse, of enige ander tyd met die toestemming van die werkgewer, te betree ten einde—

- (a) werknemers in verband met vakverenigingangeleenthede te spreek;
- (b) nuwe lede te registreer;
- (c) kennisgewings te pos en te versprei;
- (d) bydraes in te samel en enige ander vakverenigingwerk te verrig.

(3) Die bepalings van hierdie klousule is nie van toepassing nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnekom nie: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande na hy diens in die Nywerheid aanvaar het, 'n uitnodiging weier van die betrokke vakvereniging om lid daarvan te word, die bepalings van hierdie klousule onmiddellik van toepassing word.

## 27. SIEKTEBYSTANDFONDS

(1) Die Fonds ingestel by Goewermmentskennisgewing 1025 van 19 Julie 1935 wat as die „Siektebystandfonds van die Kleremakery-op-maatnywerheid” of die „Fonds” bekend staan, word hierby voortgesit.

(2) Die Fonds word in stand gehou deur bydraes ingevolge subklousule (3) hiervan.

(3) Elke werkgewer moet 15c per week aftrek van die verdienste van elk van sy werknemers op wie hierdie Ooreenkoms van toepassing is, en die totale bedrag wat aldus ingesamel is, moet maandeliks voor of op die 7de dag van elke maand aan die Sekretaris, Posbus 9478, Johannesburg, gestuur word, en daarbenewens moet elke werkgewer voor of op die 7de dag van elke maand 1c uit die rand of deel daarvan betaal op die totale bedrag wat hy gedurende die voorafgaande maand aan besoldiging betaal het. Wanneer hy sodanige bedrag betaal, moet die werkgewer 'n staat verstrek in die vorm voorgeskryf in aanhangsel B.

(4) Die doel van die Fonds is om gedurende siektetydperke mediese en siektebesoldigingsbystand aan werknemers te verskaf op wie hierdie Ooreenkoms van toepassing is.

(5) Die Fonds moet deur die Raad geadministreer word.

(6) Alle geld wat die Fonds ontvang, moet in 'n afsonderlike bankrekening op naam van die Fonds gestort word.

(7) Alle betalings uit die Fonds moet per tjek geskied wat op die Fonds se rekening getrek is. Alle sodanige tjeks moet deur die voorsitter of ondervoorsitter of tesourier onderteken word en deur die Sekretaris medeonderteken word.

(8) 'n Werknemer wat vir minstens 13 agtereenvolgende weke voor sy siekte bydraes betaal het, is geregtig op—

- (a) gratis mediese behandeling (uitgesonderd groot operasies en verloskundige operasies) deur 'n mediese beampte(s) deur die Raad aangestel;
- (b) gratis medisyne indien deur die Fonds se mediese beampte(s) voorgeskryf;
- (c) R10.00 of 10% (tien persent), naamlik die kleinste bedrag, gedurende 'n enkele kalenderjaar, vir hospitaal- en/of operasiekoste aangegaan;
- (d) een gratis bril elke twee jaar indien voorgeskryf en verskaf deur 'n oogkundige deur die Raad aangestel;
- (e) R5.00 gedurende 'n enkele kalenderjaar vir onkoste aangegaan vir die trek en/of stop van tande;
- (f) R20.00 gedurende 'n enkele kalenderjaar vir onkoste aangegaan vir kunststandplate;

## 25. AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. Every employer or employee upon whom the provisions of this Agreement are binding shall grant an agent every facility for the purpose of ascertaining whether the terms of the Agreement are being observed.

## 26. EMPLOYMENT OF TRADE UNION LABOUR

(1) No employer shall employ any employee who is not a member of the trade union and no member of the trade union shall enter or continue in the service of an employer who is not a member of the employers' organisation; provided that apart from his rights in terms of section 51 (10) of the Act, any person who is or will be adversely affected by a refusal and/or expulsion of membership may within thirty days of such refusal and/or expulsion place his case before the Council, which may declare that notwithstanding such refusal and/or expulsion, the provisions of this clause shall not preclude him from employing members of the trade union or being employed by members of the employers' organisation as the case may be.

Proof of membership of the trade union shall be the production of a certificate of membership.

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

- (a) interviewing employees on trade union matters;
- (b) enrolling new members;
- (c) posting and distributing notices;
- (d) collection of contributions, and carrying out any other trade union work.

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

## 27. SICK BENEFIT FUND

(1) The operation of the fund established under Government Notice No. 1025, dated the 19th July, 1935, and known as "The Bespoke Tailoring Industry Sick Benefit Fund" or "the fund" is hereby continued.

(2) The fund shall be maintained from contributions in terms of subclause (3) hereof.

(3) Each employer shall deduct 15 cents per week from the earnings of each of his employees, to whom this Agreement applies, and the total sum so collected shall be forwarded month by month, but not later than the 7th day of each and every month to the Secretary, P.O. Box 9478, Johannesburg, and in addition each employer shall pay to the Council not later than the 7th day of each and every month 1 cent in the rand or part thereof of the total amount paid by him during the preceding month in remuneration. When making such payment, the employer shall furnish a statement in the form prescribed in Annexure B.

(4) The object of the fund shall be to provide medical and sick pay benefits to employees to whom the Agreement applies, during periods of illness.

(5) The fund shall be administered by the Council.

(6) All moneys received into the fund shall be deposited in a separate banking account in the name of the fund.

(7) All payments from the fund shall be by cheque, drawn on the fund's account. All such cheques shall be signed by the chairman or vice-chairman or treasurer, and countersigned by the Secretary.

(8) An employee who has paid contributions for at least thirteen consecutive weeks preceding his illness, shall be entitled to—

- (a) free medical attention (excluding major and obstetrical operations) by a medical officer(s) appointed by the Council;
- (b) free medicine where prescribed by the fund's medical officer(s);
- (c) R10.00 or 10% (ten per cent) whichever is the lesser during any calendar year towards hospital and/or operation expenses incurred;
- (d) one free pair of spectacles every two years where prescribed and supplied by an optician appointed by the Council;
- (e) R5.00 during any calendar year towards expenses incurred in extraction and/or filling of teeth;
- (f) R20.00 during any calendar year towards expenses incurred for dental plates;

- (g) een paar gratis rekbare kouse gedurende 'n enkele kalenderjaar op voorskryf van die Fonds se mediese beampte(s);
- (h) twee weke se siektebesoldiging gedurende 'n enkele kalenderjaar teen die weeklikse skaal voorgeskryf in die Hoof-ooreenkoms vir werknemers van sy klas, gedeel deur vyf in die geval van 'n werknemer wat 'n vyfdaagweek werk, en ses in die geval van 'n werknemer wat 'n sesdaagweek werk, ten opsigte van elke dag se afwesigheid; Met dien verstande dat 'n doktersertifikaat, geteken deur die Fonds se mediese beampte(s), wat die werknemer se siekte sertifiseer ten opsigte van elke afwesigheidstydperk waarvoor betaling geëis word, deur die werknemer ingedien moet word as 'n opskortende voorwaarde vir die betaling van 'n bedrag ten opsigte van sodanige afwesigheid;
- (i) twee gratis besoeke aan 'n spesialis gedurende 'n enkele kalenderjaar op aanbeveling van die Fonds se mediese beampte(s): Met dien verstande dat die werknemer R2.00 ten opsigte van elke sodanige besoek moet bydra.

(9) Die Raad moet volledige en korrekte rekenings van die Fonds laat hou en moet 'n jaarlikse rekening laat opstel vir die tydperk eindigende 31 Desember elke jaar van al die inkomste en uitgawes van die Fonds, asook 'n staat wat sy bates en laste toon. Elke sodanige rekening en staat moet gesertifiseer word deur die ouditeur van die Raad, wat 'n openbare rekenmeester moet wees, en sodanige rekening of staat moet deur die Voorsitter van die Raad medeonderteken word en binne drie maande na die einde van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid gestuur word, tesame met 'n verslag daaroor deur genoemde ouditeur. 'n Kopie van die jaarlikse rekenings en balansstaat moet ter insae van lede van die Fonds beskikbaar wees.

(10) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan 'n werkgewer, of 'n direkteur of vennoot in die geval van 'n maatskappy of vennootskap, na gelang van die geval, verkies om deel te neem aan die Fonds soos hierin uiteengesit op voorwaarde dat elke sodanige werkgewer, direkteur of vennoot R11.00 (elf rand) per jaar aan die Fonds moet betaal, synde sy bydrae tot die Fonds, en na hy sodanige bedrag elke jaar betaal het, is hy op dieselfde voorwaardes as dié wat op werknemers van toepassing is, geregtig op die bystand soos hierin bepaal, maar nie op siektebesoldiging kragtens subklousule 8 (h) van hierdie klousule nie.

(11) Die fondse van die Siektebystandfonds wat nie vir onmiddellike uitgawes nodig is nie, mag slegs ooreenkomstig artikel 21 (3) van die Wet belê word.

(12) Die Fonds is verantwoordelik vir alle uitgawes aangegaan in verband met die administrasie van die Fonds.

(13) As hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede beëindig word, moet die Raad voortgaan om die Fonds te administreer totdat die Fonds gelikwider word of totdat die Raad dit oordra na 'n ander Fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike Fonds gestig is, of totdat dit by 'n daaropvolgende Ooreenkoms voortgesit word: Met dien verstande dat as geen nuwe Ooreenkoms binne twee jaar na die verstrykingsdatum van hierdie Ooreenkoms aangegaan word nie, die Fonds gelikwider moet word.

(14) As die Raad ontbind word of ophou funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, kan die Registrateur 'n komitee uit die geledere van die werkgewers en werknemers in die Nywerheid aanstel op 'n grondslag van gelyke verteenwoordiging vir albei partye, en die Fonds moet daarna deur sodanige komitee geadministreer word. Die Registrateur kan 'n vakature wat in die komitee ontstaan, vul uit die geledere van die werkgewers en werknemers, na gelang van die geval, ten einde te verseker dat daar ewe veel werkgewers- en werknemersverteenwoordigers in die Komitee is. As hierdie Komitee nie in staat is nie of onwillig is om sy pligte na te kom of as daar 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer en sodanige trustees moet vir sodanige doel oor al die bevoegdhede van die komitee beskik. As daar geen Raad bestaan nie, moet die Fonds na verstryking van die Ooreenkoms gelikwider word deur die Komitee wat kragtens hierdie subklousule funksioneer, of deur die trustee of trustees, na gelang van die geval, en wel op die wyse uiteengesit in subklousule (15) van hierdie klousule, en as die sake van die Raad by verstryking van hierdie Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak het.

(15) By likwidasië van die Fonds ingevolge subklousule (13) van hierdie klousule, moet die geld waarmee die fonds nog gekrediteer is na betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasiekoste, in die algemene fondse van die Raad gestort word.

- (g) one free pair of elastic stockings during any calendar year on the prescription of the fund's medical officer(s);
- (h) two weeks' sick pay during any calendar year at the weekly rate of pay prescribed in the Main Agreement for an employee of his class divided by five in the case of an employee working a five-day week, and six in the case of an employee working a six-day week, for each day of absence; provided that a medical certificate signed by the fund's medical officer(s) certifying the employees' illness in respect of each period of absence for which payment is claimed shall be submitted by the employee as a condition precedent to payment of any amount in respect of any such absence;
- (i) two free visits to a specialist during any calendar year on the recommendation of the fund's medical officer(s); provided that the fund shall not be responsible for R2.00 in respect of each such visit.

(9) The Council shall cause full and true accounts of the fund to be kept and shall cause to be prepared an annual account for the period ending on the 31st December of each year of all the revenue and expenditure of the fund, and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor of the Council who shall be a public accountant and shall be countersigned by the chairman of the Council, and shall, within three months after the close of the period covered by it, be transmitted to the Secretary for Labour together with any report made thereon by the said auditors. A copy of the annual accounts and balance sheet shall be available for inspection by members of the fund.

(10) Notwithstanding anything to the contrary herein contained, an employer, or in the case of companies or partnerships a director or partner, as the case may be, may elect to participate in the fund as herein provided on condition that each such employer, director or partner shall pay to the fund the sum of R11.00 (eleven rand) per annum as their contribution to the fund and upon making such payment annually they shall be entitled to the benefits as herein provided, but excluding Sick Pay in terms of paragraph (h) of subclause 8 of this clause, on the same conditions as are applicable to employees.

(11) The funds of the Sick Benefit Fund surplus to its requirements shall not be invested otherwise than in accordance with Section 21 (3) of the Act.

(12) All expenses incurred in connection with the administration of the fund shall be a charge upon the fund.

(13) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the Council until it is liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created or continued in a subsequent Agreement; provided that if no new Agreement is entered into within two years after the date of expiry of this Agreement the fund shall be liquidated.

(14) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of Section 34 (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustees shall possess all the powers of the committee for such purpose. In the event of there being no Council in existence, the fund shall, upon the expiration of the Agreement, be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees as the case may be, in the manner set forth in subclause (15) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed the balance of this fund shall be distributed as provided for in Section 34 (4) of the Act as if it formed part of the general funds of the Council.

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



## 28. LIEFDADIGHEIDSFONDS VAN DIE KLEREMAKERY-OP- MAATNYWERHEID

(1) Hierby word die Fonds voortgesit wat by Goewermements-kennissgewing No. 1754 van 8 November 1957 gestig is, bekend as die „Liefdadigheidsfonds van die Kleremakery-op-maatnywerheid” of die „Liefdadigheidsfonds”.

(2) Die Liefdadigheidsfonds word in stand gehou deur die geld wat van tyd tot tyd ingevolge klousule 31 (5) en (6) van hierdie hoofstuk daarna oorgedra word.

(3) Die doel van die Liefdadigheidsfonds is om geldelike bystand te verleen en/of toelaes te betaal aan werknemers en/of werkgevers in die Nywerheid binne die gebied gespesifiseer in klousule 2 van hierdie hoofstuk.

(4) Die Raad moet die Liefdadigheidsfonds administreer.

(5) Alle geld wat die Liefdadigheidsfonds ontvang, moet in 'n afsonderlike bankrekening gestort word.

(6) Alle betalings uit die Liefdadigheidsfonds moet geskied per tjek wat op die Liefdadigheidsfonds se rekening getrek is. Alle sodanige tjeks moet deur die voorsitter of ondervoorsitter of tesourier onderteken word en deur die Sekretaris medeonderteken word.

(7) Die Raad kan in gevalle van nood geldelike bystand verleen en/of toelaes betaal wat minstens R10 en hoogstens R104 gedurende 'n enkele kalenderjaar beloop, aan 'n werknemer en/of werkgever wat vir die laaste vyf jaar binne die gebied gespesifiseer in klousule 2 van hierdie hoofstuk, by die Nywerheid betrokke was, en nie in staat is om voort te gaan met werk in die Nywerheid nie—

(a) omdat so 'n werknemer en/of werkgever die ouderdom van 65 jaar of ouer bereik het, as hy bevredigende bewys van sy ouderdom aan die Raad kan lewer;

(b) weens kranklikheid, as sy aansoek gesteun word deur 'n doktersertifikaat uitgereik deur 'n mediese praktisyn;

(c) weens swak gesondheid, as sy aansoek gesteun word deur 'n sertifikaat uitgereik deur 'n mediese praktisyn.

(8) Betalings uit die Liefdadigheidsfonds kan slegs geskied as—

(a) die Raad daarvan oortuig is dat die geldelike posisie van 'n werknemer en/of werkgever sodanige geldelike bystand en/of toelaes regverdig, en die bedrae wat aan enigiemand betaal word, moet deur die Raad vasgestel word met inagneming van sy geldelike posisie: Met dien verstande dat sodanige bedrag minstens R10 en/of hoogstens R104 moet wees;

(b) die bedrag in die krediet van die Liefdadigheidsfonds minstens R20 is, en betalings moet dan gestaak word totdat die bedrag in die krediet van die Liefdadigheidsfonds meer as R20 is.

(9) Die Raad moet volledige en korrekte rekenings van die Liefdadigheidsfonds laat hou en moet 'n jaarlikse rekening vir die tydperk eindigende 31 Desember elke jaar opstel van alle inkomste en uitgawes van die Liefdadigheidsfonds, asook 'n staat wat sy bates en laste toon. Elke sodanige rekening en staat moet gesertifiseer word deur die ouditeur(s) van die Raad, wat 'n openbare rekenmeester(s) moet wees, en moet deur die voorsitter van die Raad medeonderteken word en binne drie maande na die einde van die tydperk waarop die betrekking het, aan die Sekretaris van Arbeid gestuur word, tesame met 'n verslag daaroor deur genoemde ouditeur(s). 'n Kopie van die jaarlikse rekenings en belansstaat moet ook ter insae van lede van die Liefdadigheidsfonds beskikbaar wees.

(10) Die geld van die Liefdadigheidsfonds wat nie vir sy onmiddellike uitgawes nodig is nie, mag slegs ooreenkomstig artikel 21 (3) van die Wet belê word.

(11) Die Fonds is verantwoordelik vir alle uitgawes wat in verband met die administrasie van die Liefdadigheidsfonds aangegaan word.

(12) As hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede beëindig word, moet die Raad voortgaan om die Liefdadigheidsfonds te administreer totdat dit gelikwider of deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is of waarvoor die Liefdadigheidsfonds oorspronklik geskep is, of totdat dit by 'n daaropvolgende Ooreenkoms voortgesit word: Met dien verstande dat as geen nuwe ooreenkoms binne twee jaar na die verstrykingsdatum van hierdie Ooreenkoms aangegaan word nie, die Liefdadigheidsfonds gelikwider moet word.

(13) As die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, kan die Registrateur 'n komitee uit die geledere van die werkgevers en werknemers in die Nywerheid aanstel op 'n grondslag van gelyke verteenwoordiging vir albei partye, en die Liefdadigheidsfonds moet daarna deur sodanige komitee geadministreer word. Die Registrateur mag vakatures wat in die komitee voorkom, vul uit die geledere van die werkgevers en werknemers, na gelang van die geval, ten einde te verseker dat daar ewe veel werkgevers- en werknemersverteenvoorgestellers in die komitee is. As sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom of as daar 'n dooie punt

## 28. BESPOKE TAILORING INDUSTRY BENEVOLENT FUND

(1) The operation of the fund established under Government Notice No. 1754 of the 8th November, 1957, and known as the "Bespoke Tailoring Industry Benevolent Fund" or "the Benevolent Fund" is hereby continued.

(2) The Benevolent Fund shall consist of the moneys transferred to it from time to time in terms of subclauses (5) and (6) of clause 31 of this Chapter.

(3) The object of the Benevolent Fund shall be to render financial assistance and/or grants to any employee and/or employer who is or was engaged in the Industry within the area specified in clause 2 of this Chapter.

(4) The Benevolent Fund shall be administered by the Council.

(5) All moneys received into the Benevolent Fund shall be deposited into a separate banking account.

(6) All payments out of the Benevolent Fund shall be by cheque drawn on the Benevolent Fund's account. All such cheques shall be signed by the chairman or vice-chairman or treasurer and countersigned by the secretary.

(7) Financial assistance and/or grants of not less than R10 and/or not more than R104 during any calendar year may be granted by the Council in cases of distress to an employee and/or employer who was engaged in the Industry within the area specified in clause 2 of this Chapter, for the past five years, and who is unable to continue to work in the Industry—

(a) on account of such employee and/or employer having reached the age of 65 years and/or over, and such age is substantiated by proof satisfactory to the Council;

(b) on account of infirmity, supported by a medical certificate issued by a medical practitioner;

(c) on account of ill-health supported by a certificate issued by a medical practitioner.

(8) Payments from the Benevolent Fund shall be subject to—

(a) the Council being satisfied that the financial position of such employee and/or employer warrants such financial assistance and/or grants and the amounts to be paid to any such person shall be determined by the Council, having regard to his financial position; provided that such amount shall not be less than R10 nor more than R104;

(b) the amount standing to the credit of the Benevolent Fund being not less than R20 when payments shall cease until such time as the amount standing to the credit of the Benevolent Fund exceeds R20.

(9) The Council shall cause full and true accounts of the Benevolent Fund to be kept and shall cause to be prepared an annual account for the period ending 31st December of each year of all the revenue and expenditure of the Benevolent Fund, and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor(s) of the Council who shall be a public accountant(s) and shall be countersigned by the chairman of the Council, and shall within three months after the close of the period covered by it, be transmitted to the Secretary for Labour together with any report made thereon by the said auditor(s). A copy of the annual accounts and balance sheet shall be available for inspection by members of the Benevolent Fund.

(10) The funds of the Benevolent Fund surplus to its requirements shall not be invested otherwise than in accordance with Section 21 (3) of the Act.

(11) All expenses incurred in connection with the administration of the Benevolent Fund shall be a charge upon the Fund.

(12) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Benevolent Fund shall continue to be administered by the Council until it is liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the Benevolent Fund was originally created or continued in a subsequent Agreement; provided that if no new Agreement is entered into within two years after the date of expiry of this Agreement, the Benevolent Fund shall be liquidated.

(13) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of Section 34 (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Benevolent Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders



ontstaan wat die administrasie van die Liefdadigheidsfonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee na te kom, en sodanige trustee of trustees moet vir sodanige doel oor al die bevoegdhede van die komitee beskik. As daar geen Raad bestaan nie, moet die Liefdadigheidsfonds by verstryking van die Ooreenkoms gelikwider word deur die komitee wat ingevolge hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, en wel op die wyse uiteengesit in subklousule (14) van hierdie klousule, en as die sake van die Raad by verstryking van hierdie Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die saldo van die Liefdadigheidsfonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitgemaak het.

(14) By likwidasië van die Liefdadigheidsfonds ingevolge subklousule (12) van hierdie klousule, moet die geld waarmee die Liefdadigheidsfonds nog gekrediteer is na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasië-koste, in die algemene fondse van die Raad gestort word.

## 29. SEKERE WERKGEWERS MOET REKORDS BYHOU

Elke werkgewer wat ook in die Klerasienywerheid in sy bedryfs-inrigting betrokke is, moet die volgende opgawe in verband met sy werksaamhede wat binne die bestek van hierdie Ooreenkoms val, aan die Nywerheidsraad vir die Kleremakery-op-maatnywerheid (Witwatersrand) stuur ten opsigte van elke maand en wel voor of op die 15de van die volgende maand:

- (i) Die getal bestellings wat gedurende die maand geneem is vir klere wat volgens die maat van individue gemaak moes word;
- (ii) die getal kledingstukke wat gedurende die maand volgens die maat van individue gemaak is;
- (iii) die getal werknemers, die werknemers se name en die loon betaal aan elke werknemer wat gedurende die maand in diens was om klere volgens die mate van individue te maak;
- (iv) die aard van die werk verrig deur elke werknemer wat gedurende die maand in diens was om klere volgens die mate van individue te maak.

## 30. LEDEGELD VAN VAKVERENIGING

(a) Die ledegeld van vakvereniginglede moet ingevolge klousule 4 (2) (b) (ix) van hierdie hoofstuk van hul lone afgetrek word.

(b) Elke werkgewer moet van die loon van elk van sy werknemers wat lid van die vakvereniging is, die bydraes aftrek wat ingevolge die konstitusie van die vakvereniging aan sodanige vakvereniging betaalbaar is. Sodanige afrekkings moet voor of op die 10de dag van die maand wat volg op die ten opsigte waarvan die afrekkings gemaak is, aan die Raad gestuur word, tesame met 'n staat in tweevoud in die vorm voorgeskryf in aanhangsel B. Die vakvereniging moet aan elke werkgewer 'n lys verstrek van die lede van die vakvereniging wat by sodanige werkgewer in diens is, wat die bydraes toon wat deur elke lid verskuldig is. Die vakvereniging moet die werkgewers elke maand van alle bedankings, skorsings en toetredings in kennis stel. 'n Kopie van alle lysse en kennisgewings moet elke maand by die Sekretaris van die Raad ingedien word.

## 31. VAKANSIEBESOLDIGING

(1) (a) Elke werkgewer moet 'n bedrag, bereken soos hieronder uiteengesit, aan die Raad betaal vir elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, ten opsigte van die maande Januarie, Februarie, Maart, April, Mei, Junie, Julie, Augustus, September en Oktober:

Een kwart van die werknemer se weekloon plus helfte van een dag se loon: Met dien verstande dat in die geval van 'n werknemer wat stukwerk verrig of 'n werknemer wie se loon gedurende die maand verander, sy weekloon vir die toepassing van hierdie klousule sy gemiddelde weekloon is vir die gewone werkure gedurende die maand ten opsigte waarvan die betaling geskied: Voorts met dien verstande dat 'n *pro rata*-afrekkings van die verskuldigde bedrag gedoen kan word ten opsigte van onvoltooide maande gewerk of afwesigheidstydperke van 'n werknemer, uitgesonderd—

- (i) waar 'n werknemer op las van sy werkgewer afwesig is, met inbegrip van korttyd ooreenkomstig klousule 9 van hierdie Hoofstuk;
- (ii) waar die bedryfsinrigting ooreenkomstig klousule 10 van hierdie Hoofstuk vir enige vakansie gesluit is;
- (iii) waar 'n werknemer kragtens klousule 27 (8) (h) van hierdie hoofstuk weens siekte afwesig is.

(b) Betaling ten opsigte van November moet dubbel die bedrag wees wat in subklousule (1) (a) in hierdie klousule voorgeskryf word, en geen bedrag mag ten opsigte van Desember betaal word nie.

(c) Vir die toepassing van hierdie klousule beteken een dag se betaling een vyfde van die werknemer se weekloon.

the administration of the Benevolent Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustees shall possess all the powers of the committee for such purpose. In the event of there being no Council in existence, the Benevolent Fund shall, upon the expiration of the Agreement, be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees as the case may be, in the manner set forth in subclause (14) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed the balance of the Benevolent Fund shall be distributed as provided for in Section 34 (4) of the Act as if it formed part of the general funds of the Council.

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

## 29. RECORDS TO BE KEPT BY CERTAIN EMPLOYERS

Every employer who is also engaged in the Clothing Industry in his establishment shall in respect of his activities falling within the scope of this Agreement, submit the following return to the Industrial Council for the Bespoke Tailoring Industry (Witwatersrand) in respect of each and every month and not later than the 15th of the following month—

- (i) the number of orders taken for garments to be made to the measurement of the individual person during the month;
- (ii) the number of garments to the measurement of the individual person made during the month;
- (iii) the number, and the names and the wages paid to each employee employed on the making of garments to the measurement of the individual person during the month;
- (iv) the nature of the work performed by each employee employed on the making of garments to the measurement of the individual person during the month.

## 30. TRADE UNION SUBSCRIPTIONS

(a) The Subscriptions of trade union members shall be deducted from their wages in terms of subclause (2) (b) (ix) of Clause 4 of this Chapter.

(b) Each employer shall deduct from the wages of those of his employees who are members of the trade union, contributions payable to such trade union in terms of the constitution of the trade union. Such deductions must be forwarded to the Council not later than the tenth day of the month following that in respect of which the deductions were made together with a statement in duplicate in the form prescribed in Annexure B. The trade union shall furnish each employer with a list of members of the trade union employed by the employer, showing the contributions due by each member. The trade union shall advise the employer monthly of all resignations, suspensions and additions. A copy of all lists and advices to be lodged with the Secretary of the Council each month.

## 31 HOLIDAY REMUNERATION

(1) (a) Every employer shall in respect of the months of January to October pay to the Council an amount calculated as follows in respect of each of his employees to whom this Agreement applies:

One quarter of the employee's weekly wage plus a half of one day's pay; provided that in the case of an employee engaged on piece-work, or an employee whose wage alters during the month his weekly wage for the purpose of this clause shall be his average weekly wage for the ordinary hours of work during the month in respect of which payment is made; provided further that a *pro-rata* deduction from the amount due may be made in respect of incomplete months worked or periods of absence by an employee other than—

- (i) where an employee is absent on the instructions of his employer, including short-time in accordance with clause 9 of this Chapter;
- (ii) where the establishment is closed on account of any holiday in accordance with clause 10 of this Chapter;
- (iii) where an employee is absent due to sickness in accordance with paragraph (h) of clause 27 (8) of this Chapter.

(b) Payment in respect of the month of November shall be double the amount prescribed in subclause (1) (a) of this clause and no payments shall be made in respect of the month of December.

(c) For the purpose of this clause one day's pay means the fifth of the employee's weekly wage.



(2) Betalings ingevolge subklousule (1) van hierdie klousule moet elke maand voor of op die 7de dag van die maand wat volg op die maand waarop die betaling betrekking het, aan die Sekretaris van die Raad, Posbus 9478, Johannesburg, gestuur word, tesame met 'n staat in die vorm voorgeskryf in aanhangsel B.

(3) Die geld wat die Raad ingevolge hierdie klousule ontvang, moet in die boeke van die Raad aangeteken word as krediet vir elke werknemer ten opsigte van wie betaling geskied, en alle sodanige geld moet in 'n afsonderlike bankrekening gestort word.

(4) Tussen die 1ste en 23ste dag van Desember elke jaar moet genoemde kreditte aan die betrokke werknemers betaal word per tjek onderteken deur die voorsitter of ondervoorsitter of tesourier en medeonderteken deur die Sekretaris.

(5) As 'n werknemer wat kragtens hierdie klousule op vakansiebesoldiging geregtig is, versuim om 'n eis daarvoor in te stel binne 'n tydperk van ses maande, gereken vanaf die eersvolgende 31ste Desember nadat die geld ingevolge subklousule (2) van hierdie klousule aan die Raad gestuur moes word, vervel sy eis en is hy nie daarna geregtig om enige eis ten opsigte van vakansiebesoldiging vir daardie jaar in te stel nie, en genoemde bedrag aan vakansiebesoldiging moet na die algemene fondse van die Raad oorgedra word: Met dien verstande dat die Raad na goedvinde bedrae uit sodanige algemene fondse mag betaal ten opsigte van eise om vakansiebesoldiging wat by die Raad ingedien word na verstryking van ses maande maar voor verstryking van 12 maande, gereken vanaf genoemde 31ste dag van Desember. Na verstryking van genoemde tydperk van 12 maande moet sodanige bedrag aan onbetaalde vakansiebesoldiging ooreenkomstig klousule 28 van hierdie hoofstuk na die Liefdadigheidsfonds van die Kleremakery-op-maatnywerheid oorgedra word.

(6) Die Raad kan al die geld wat ingevolge hierdie klousule ontvang is, ooreenkomstig artikel 21 (3) van die Wet belê, en die rente daarop moet ingevolge klousule 28 van hierdie hoofstuk na die Liefdadigheidsfonds van die Kleremakery-op-maatnywerheid oorgedra word.

## HOOFSTUK 2

### WOORDOMSKRYWINGS EN VOORWAARDES VAN TOEPASSING OP BEROEPE IN DIE „KLEREMAKERY-AFDELING“ VAN DIE NYWERHEID WAT OOREENKOMSTIG KLOUSULE 4 VAN HOOFSTUK 1 VAN HIERDIE OOREENKOMS HIERONDER UITEENGESIT WORD

#### 1. WOORDOMSKRYWINGS

„Klereversteller“ beteken 'n werknemer in diens om snyerskledingstukke te verstel en/of heel te maak en/of om enige ander kledingstuk te verstel en heel te maak volgens die vereistes van 'n individu, selfs wanneer so 'n kledingstuk nie oorspronklik volgens die mate van 'n individu gemaak was nie;

„helper“ beteken 'n werknemer wat—  
(a) klante se mate neem; en/of  
(b) klere laat pas en aanpas, en van wie daarbenewens vereis kan word om klerlike pligte te verrig;

„klaarmaak“ beteken die klaarmaak van snyerskledingstukke, uitgesonderd knip, tooi, aanpas en afmerk;

„knip, maak en tooi“ beteken die maak van snyerskledingstukke, met inbegrip van die knip, tooi en afmerk daarvan, maar uitgesonderd die pas daarvan;

„knipper“ beteken 'n werknemer in diens om patrone volgens die mate van individue te ontwerp;

„kleremaker“ beteken 'n werknemer in diens om een of meer van die volgende werksaamhede in verband met die maak van jasse en/of onderbaadjies en/of langbroeke te verrig:  
(a) Aanwerk van bykomstighede;

- (b) fatsoenering;
- (c) binnerygwerk;
- (d) rygwerk in moue;
- (e) werk in verband met aandpakke;
- (f) pasmaak;

„kleremaakster“ beteken 'n vroulike werknemer in diens om een of meer van die volgende werksaamhede te verrig:

- (a) In verband met die maak van jasse en/of onderbaadjies:
  - (i) knoopsgate maak;
  - (ii) platstik;
  - (iii) opstop;
  - (iv) ruwe rygwerk;
  - (v) handstikwerk;
- (b) in verband met die maak van langbroeke:
  - (i) alle werksaamhede, uitgesonderd masjienwerk of parswerk.

(2) Payments in terms of subclause (1) of this clause shall be forwarded month by month, but not later than the 7th day of the month following on the month to which the payment relates, to the Secretary of the Council, P.O. Box 9478, Johannesburg, together with a statement in the form prescribed in Annexure B.

(3) The moneys received by the Council in terms of this clause shall be recorded in the books of the Council to the credit of each employee in respect of whom payment is made, and all such moneys shall be paid into a separate banking account.

(4) Between the 1st and 23rd day of December of each year the said credits shall be paid over to the employee concerned, by cheque signed by the chairman, or vice-chairman or treasurer, and countersigned by the Secretary.

(5) In the event of any employee entitled to holiday remuneration in terms of this clause failing to make a claim therefor for a period of six months reckoned from the 31st December next after the money was due to be forwarded to the Council in terms of subclause (2) of this clause, his claim shall lapse and he shall not be entitled thereafter to make any claim in respect of holiday remuneration for that year, and the said amount of holiday remuneration shall be transferred to the general funds of the Council; provided that the Council may in its discretion make payments from such general funds in respect of claims for holiday remuneration submitted to the Council after the expiry of six months but before the expiry of a period of twelve months reckoned from the said 31st day of December. After the expiry of the said period of twelve months such amount of unpaid holiday remuneration shall be transferred to the Bespoke Tailoring Industry Benevolent Fund in terms of clause 28 of this Chapter.

(6) The Council may invest any moneys received in terms of this clause in accordance with Section 21 (3) of the Act and the interest earned thereon, shall be transferred to the Bespoke Tailoring Industry Benevolent Fund in terms of clause 28 of this Chapter.

## CHAPTER 2

### DEFINITIONS AND CONDITIONS APPLICABLE TO THE OCCUPATIONS SPECIFIED BELOW IN THE "TAILORING SECTION" OF THE INDUSTRY PURSUANT TO CLAUSE 4 OF CHAPTER 1 OF THIS AGREEMENT

#### 1 DEFINITIONS

„Alteration Tailor“ means an employee who is employed on altering and/or repairing bespoke tailored garments, and/or the altering and repairing of any other garment to the requirement of an individual, even though such garment was not originally made to the measurement of an individual.

„Attendant“ means an employee engaged in one or both of the following duties:

- (a) Taking customers' measurements;
- (b) executing fittings and try-ons, and who may in addition be required to perform clerical duties.

„Complete making“ means the making up of tailored garments, complete, excluding cutting, trimming, fitting on and marking up.

„Cut, make and trim“ means the making of tailored garments, including cutting, trimming and marking up, but not including fitting.

„Cutter“ means an employee who is employed on the drafting of patterns to the measurement of individual persons.

„Tailor“ means an employee who is employed on one or more of the following operations in the making of coats and/or vests and/or trousers:

- (a) Fixing;
- (b) shaping;
- (c) basting under;
- (d) basting in sleeves;
- (e) dress work;
- (f) fitting-up.

„Tailoress“ means a female employee who is employed on one or more of the following operations—

- (a) in the making of coats and/or vests—
  - (i) making buttonholes;
  - (ii) felling;
  - (iii) padding;
  - (iv) rough (skeleton) basting;
  - (v) hand stitching;
- (b) in the making of trousers—
  - (i) any operations other than machining or pressing.

„arbeider” beteken 'n werknemer in diens vir een of meer van die volgende werksaamhede;  
 (a) Werkwinkels skoonmaak;  
 (b) goedere of materiaal dra of opstapel;  
 (c) goedere aflewer;  
 (d) tee maak;  
 (e) boodskappe aflewer;  
 maar wat nie enigeen van die werksaamhede verrig wat in die woordskrywing van ander werknemers vermeld word nie;

„leerling-klereversteller” beteken 'n klereversteller met minder as vyf jaar ondervinding;

„leerling-helper” beteken 'n helper met minder as vyf jaar ondervinding;

„leerling-knipper” beteken 'n knipper met minder as vyf jaar ondervinding;

„leerling-masjienwerker” beteken 'n masjienwerker met minder as vyf jaar ondervinding;

„leerling-parser” beteken 'n parser met minder as vyf jaar ondervinding;

„leerling-kleremaker” beteken 'n kleremaker met minder as vyf jaar ondervinding;

„leerling-kleremaakster” beteken 'n kleremaakster met minder as drie jaar ondervinding;

„masjienwerker” beteken 'n werknemer wat werksaamhede in verband met die maak van jasse en/of onderbaadjies en/of langbroeke met 'n masjien verrig;

„maak en tool” beteken die maak van snyersklere, met inbegrip van tooiwerk, maar uitgesonderd knip, pas en klaarmaak;

„parser” beteken 'n werknemer in diens vir enigeen van die werksaamhede wat met die pars van jasse en/of onderbaadjies en/of langbroeke gepaard gaan;

„gekwalfiseerde klereversteller” beteken 'n klereversteller met minstens vyf jaar ondervinding;

„gekwalfiseerde helper” beteken 'n helper met minstens vyf jaar ondervinding;

„gekwalfiseerde knipper” beteken 'n knipper met minstens vyf jaar ondervinding;

„gekwalfiseerde masjienwerker” beteken 'n masjienwerker met minstens vyf jaar ondervinding;

„gekwalfiseerde parser” beteken 'n parser met minstens vyf jaar ondervinding;

„gekwalfiseerde kleremaker” beteken 'n kleremaker met minstens vyf jaar ondervinding;

„gekwalfiseerde kleremaakster” beteken 'n kleremaakster met minstens drie jaar ondervinding.

## 2. LONE EN STUKWERKTARIEWE

(1) (a) Geen werkgever in die Kleremakeryafdeling mag lone laer as die volgende aan 'n werknemer in enigeen van ondergenoemde klasse werk betaal nie, en geen sodanige werknemer mag laer lone aanneem nie:

|                                                                                                                  | Per week<br>R c |
|------------------------------------------------------------------------------------------------------------------|-----------------|
| (i) Gekwalifiseerde werknemers—                                                                                  |                 |
| Klereversteller ... ..                                                                                           | 36.00           |
| Helper ... ..                                                                                                    | 36.00           |
| Knipper ... ..                                                                                                   | 36.00           |
| Masjienwerker ... ..                                                                                             | 36.00           |
| Parser ... ..                                                                                                    | 36.00           |
| Kleremaker ... ..                                                                                                | 36.00           |
| Kleremaakster ... ..                                                                                             | 16.21           |
| (ii) Leerling-klereversteller en/of -helper en/of -knipper en/of -masjienwerker en/of -parser en/of -kleremaker: |                 |
| Eerste jaar leerlingskap ... ..                                                                                  | 10.00           |
| Tweede jaar leerlingskap ... ..                                                                                  | 15.00           |
| Derde jaar leerlingskap ... ..                                                                                   | 20.00           |
| Vierde jaar leerlingskap ... ..                                                                                  | 25.00           |
| Vyfde jaar leerlingskap ... ..                                                                                   | 30.00           |
| (iii) Leerling-kleremaakster—                                                                                    |                 |
| Eerste jaar leerlingskap ... ..                                                                                  | 8.00            |
| Tweede jaar leerlingskap ... ..                                                                                  | 11.00           |
| Derde jaar leerlingskap ... ..                                                                                   | 13.00           |
| (iv) Arbeider ... ..                                                                                             | 9.00            |
| (v) Wag ... ..                                                                                                   | 10.00           |

(b) 'n Werknemer in diens vir twee of meer klasse werk waarvoor verskillende skale van besoldiging in hierdie onderafdeling voorgeskryf word, moet teen die hoër of hoogste skale betaal word.

(2) Geen werkgever mag minder as die volgende stukwerktariewe betaal aan enige werknemer wat stukwerk in verband met enigeen van ondergenoemde werksaamhede verrig nie, en geen sodanige werknemer mag minder aanneem nie:

„Labourer” means an employee who is engaged on one or more of the following operations:

- (a) Cleaning workshops;
- (b) carrying or stacking goods or materials;
- (c) delivering goods;
- (d) making tea;
- (e) delivering messages;

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

„Learner Alteration Tailor” means an alteration tailor who has had less than 5 years' experience.

„Learner Attendant” means an attendant who has had less than 5 years' experience.

„Learner Cutter” means a cutter who has had less than 5 years' experience.

„Learner Machiner” means a machiner who has had less than 5 years' experience.

„Learner Presser” means a presser who has had less than 5 years' experience.

„Learner Tailor” means a tailor who has had less than 5 years' experience.

„Learner Tailoress” means a tailoress who has had less than 3 years' experience.

„Machiner” means an employee who performs by machine any operations in the making of coats and/or vests and/or trousers.

„Make and Trim” means the making of tailored garments, including trimming, but does not include cutting, fitting and marking up.

„Presser” means an employee who is engaged on any of the operations involved in pressing of coats and/or vests and/or trousers.

„Qualified Alteration Tailor” means an alteration tailor who has had not less than 5 years' experience.

„Qualified Attendant” means an attendant who has had not less than 5 years' experience.

„Qualified Cutter” means a cutter who has had not less than 5 years' experience.

„Qualified Machiner” means a machiner who has had not less than 5 years' experience.

„Qualified Presser” means a presser who has had not less than 5 years' experience.

„Qualified Tailor” means a tailor who has had not less than 5 years' experience.

„Qualified Tailoress” means a tailoress who has had not less than 3 years' experience.

## 2. WAGES AND PIECE-WORK RATES

(1) (a) No employer in the „tailoring section” shall pay to any employee in any of the undermentioned classes and no such employee shall accept wages lower than the following:—

|                                                                                                             | Per week<br>R c |
|-------------------------------------------------------------------------------------------------------------|-----------------|
| (i) Qualified Employees—                                                                                    |                 |
| Alteration tailor ... ..                                                                                    | 36.00           |
| Attendant ... ..                                                                                            | 36.00           |
| Cutter ... ..                                                                                               | 36.00           |
| Machiner ... ..                                                                                             | 36.00           |
| Presser ... ..                                                                                              | 36.00           |
| Tailor ... ..                                                                                               | 36.00           |
| Tailoress ... ..                                                                                            | 17.00           |
| (ii) Learner alteration tailor and/or attendant and/or cutter and/or machiner and/or presser and/or tailor— |                 |
| First year of learnership ... ..                                                                            | 10.00           |
| Second year of learnership ... ..                                                                           | 15.00           |
| Third year of learnership ... ..                                                                            | 20.00           |
| Fourth year of learnership ... ..                                                                           | 25.00           |
| Fifth year of learnership ... ..                                                                            | 30.00           |
| (iii) Learner tailoress—                                                                                    |                 |
| First year of learnership ... ..                                                                            | 8.00            |
| Second year of learnership ... ..                                                                           | 11.00           |
| Third year of learnership ... ..                                                                            | 13.00           |
| (iv) Labourer ... ..                                                                                        | 9.00            |
| (v) Watchman ... ..                                                                                         | 10.00           |

(b) An employee who is employed on two or more classes of work for which different rates of remuneration are prescribed in this subsection shall be paid at the higher or the highest of such rates.

(2) No employer shall pay to any employee engaged on piece-work in any of the undermentioned operations, and no such employee shall accept less than the following piece-work rates—



|                                                                      | Per stuk<br>R c |
|----------------------------------------------------------------------|-----------------|
| (a) Masjienwerk:                                                     |                 |
| Jas ... ..                                                           | 2.00            |
| Onderbaadjie ... ..                                                  | .80             |
| (b) Parswerk:                                                        |                 |
| Jas (volledige parsing, dit wil sê, voorparsing en naparsing) ... .. | 2.50            |
| Jas (uitgesonderd volledige parsing) ... ..                          | 2.00            |
| Onderbaadjie ... ..                                                  | .60             |

## 3. KONTRAKTARIEWE

Geen prinsipaal mag laer tariewe as die volgende aan 'n aan-nemer betaal nie, en geen aannemer mag laer tariewe aanneem nie:

| Vir die klaarmaak van— | R c   |
|------------------------|-------|
| Jas ... ..             | 18.00 |
| Langbroek ... ..       | 5.11  |
| Onderbaadjie ... ..    | 5.11  |
| Dineebaadjie ... ..    | 20.45 |

## HOOFSTUK 3

WOORDOMSKRYWINGS EN VOORWAARDES VAN TOE-PASSING OP BEROEPE IN DIE MODEMAKERYAFDELING WAT OOREENKOMSTIG KLOUSULE 4 VAN HOORSTUK 1 VAN HIERDIE OOREENKOMS HIERONDER UITEENGESIT WORD

## 1. WOORDOMSKRYWINGS

- „Kraalwerker” beteken 'n werknemer wat kraalwerk doen;
- „knipper” beteken 'n werknemer in diens vir een of meer van die volgende werksaamhede in verband met die maak van rokke, ander boklere, onderklere, met inbegrip van nagklere en onderklere vir mans, vrouens en jeugdiges:
- (a) Patroonontwerp;
- (b) Die knip van rokke, ander boklere, onderklere, met inbegrip van nagklere en onderklere vir mans, vrouens en jeugdiges;
- „modemaker” beteken 'n werknemer wat een van of al die werksaamhede verrig in verband met die maak van rokke, ander boklere, onderklere, met inbegrip van nagklere en onderklere vir mans, vrouens en jeugdiges, maar dit omvat nie patroonontwerp en/of die knip van rokke, ander boklere, onderklere, met inbegrip van nagklere en ander klere vir mans, vrouens en jeugdiges nie;
- „leerling-knipper” beteken 'n knipper met minder as vyf jaar ondervinding;
- „leerling-modemaker” beteken 'n modemaker met minder as drie jaar ondervinding;
- „arbeider” beteken 'n werknemer in diens vir een of meer van die volgende werksaamhede:
- (a) Werksinkels skoonmaak;
- (b) goedere dra of opstapel;
- (c) goedere aflewer;
- (d) tee maak;
- (e) boodskappe aflewer;
- maar wat nie enigeen van die werksaamhede vermeld in die woordoms krywing van enige ander werknemer verrig nie;
- „gekwalfiseerde modemaker” beteken 'n modemaker met minstens drie jaar ondervinding;
- „gekwalfiseerde knipper” beteken 'n knipper met minstens vyf jaar ondervinding.

## 2. LONE

(1) (a) Geen werknemer in die Modemakeryafdeling mag laer lone as die volgende aan enige werknemer in enigeen van ondergenoemde klasse werk betaal nie, en geen sodanige werknemer mag laer lone aanneem nie:

|                                 | Per week<br>R c |
|---------------------------------|-----------------|
| (i) Gekwalfiseerde werknemers:  |                 |
| Knipper ... ..                  | 30.00           |
| Modemaker ... ..                | 20.00           |
| (ii) Leerling-knipper:          |                 |
| Eerste jaar leerlingskap ... .. | 10.00           |
| Tweede jaar leerlingskap ... .. | 14.00           |
| Derde jaar leerlingskap ... ..  | 18.00           |
| Vierde jaar leerlingskap ... .. | 22.00           |
| Vyfde jaar leerlingskap ... ..  | 26.00           |
| (iii) Leerling modemaker:       |                 |
| Eerste jaar leerlingskap ... .. | 8.00            |
| Tweede jaar leerlingskap ... .. | 12.00           |
| Derde jaar leerlingskap ... ..  | 16.00           |
| (iv) Arbeider ... ..            | 9.00            |
| (v) Wag ... ..                  | 10.00           |
| (vi) Kraalwerker ... ..         | 12.00           |

|                                                                             | Per piece<br>R c |
|-----------------------------------------------------------------------------|------------------|
| (a) Machining—                                                              |                  |
| Coat ... ..                                                                 | 2.00             |
| Vest ... ..                                                                 | .80              |
| (b) Pressing—                                                               |                  |
| Coat (complete pressing which means pressing off and pressing under) ... .. | 2.50             |
| Coat (other than complete pressing) ... ..                                  | 2.00             |
| Vest ... ..                                                                 | .60              |

## 3. CONTRACT RATES

No principal shall pay to a contractor and no contractor shall accept rates lower than the following:

| For complete making— | R c   |
|----------------------|-------|
| Coat ... ..          | 18.00 |
| Trousers ... ..      | 5.11  |
| Vest ... ..          | 5.11  |
| Dinner Jacket ... .. | 20.45 |

## CHAPTER 3.

DEFINITIONS AND CONDITIONS APPLICABLE TO THE OCCUPATIONS SPECIFIED BELOW IN THE DRESSMAKING SECTION PURSUANT TO CLAUSE 4 OF CHAPTER 1 OF THIS AGREEMENT

## 1. DEFINITIONS

- „beader” means an employee who does beading.
- „cutter” means an employee who is employed on one or more of the following operations in the making of dresses, other outer garments, under garments including men's, ladies' and juveniles' nightwear and underwear:—
- (a) Designing and/or drafting of patterns;
- (b) cutting of dresses, other outer garments, under garments, including men's, ladies' and juveniles' nightwear and underwear.
- „dressmaker” means an employee who performs any or all of the operations in the making of dresses, other outer garments, under garments, including men's, ladies' and juveniles' nightwear and underwear, but does not include designing and/or drafting of patterns and/or cutting of dresses, other outer garments, under garments, including men's, ladies' and juveniles' nightwear and under garments;
- „leaner cutter” means a cutter who has had less than 5 years' experience;
- „learner dressmaker” means a dressmaker who has had less than 3 years' experience;
- „labourer” means an employee who is employed on one or more of the following operations:
- (a) Cleaning workshop;
- (b) carrying or stacking goods;
- (c) delivering goods;
- (d) making tea;
- (e) delivering messages;
- but who is not engaged in any of the operations referred to in the definitions of any other employee;
- „qualified dressmaker” means a dressmaker who has had not less than 3 years' experience;
- „qualified cutter” means a cutter who has had not less than 5 years' experience.

## 2. WAGES

(1) (a) No employer in the “dressmaking section” shall pay to any employee in any of the undermentioned classes, and no such employee shall accept wages lower than the following:

|                                   | Per week<br>R c |
|-----------------------------------|-----------------|
| (i) Qualified employees—          |                 |
| Cutter ... ..                     | 30.00           |
| Dressmaker ... ..                 | 20.00           |
| (ii) Learner cutter—              |                 |
| First year of learnership ... ..  | 10.00           |
| Second year of learnership ... .. | 14.00           |
| Third year of learnership ... ..  | 18.00           |
| Fourth year of learnership ... .. | 22.00           |
| Fifth year of learnership ... ..  | 26.00           |
| (iii) Learner dressmaker—         |                 |
| First year of learnership ... ..  | 8.00            |
| Second year of learnership ... .. | 12.00           |
| Third year of learnership ... ..  | 16.00           |
| (iv) Labourer ... ..              | 9.00            |
| (v) Watchman ... ..               | 10.00           |
| (vi) Beader ... ..                | 12.00           |

(b) 'n Werknemer in diens vir twee of meer klasse werk waarvoor verskillende skale van besoldiging in hierdie subklousule voorgeskryf word, moet teen die hoër of hoogste skaal betaal word.

#### HOOFSTUK 4

WOORDOMSKRYWING EN VOORWAARDES VAN TOEPASSING OP BEROEPE IN DIE „PELSAFDELING” VAN DIE NYWERHEID WAT OOREENKOEKSTIG KLOUSULE 4 VAN HOOFSTUK 1 VAN HIERDIE OOREENKOMS HIERONDER UITEENGESIT WORD

##### 1. WOORDOMSKRYWING

„Knipper” beteken 'n werknemer in diens vir een of meer van die volgende werksaamhede:

- (a) Patroonontwerp;
- (b) pelsvelle vir klere uitknip;
- (c) pelsvelle vir pelse uitknip;

„aannemer” beteken iemand aan wie werk in verband met die maak van pelsklere en/of pelse op kontrak deur 'n prinsipaal uitbestee word;

„kleurder” beteken 'n werknemer in diens om pelse te kleur;

„afwerker en/of voeringwerker” beteken 'n werknemer in diens vir een of meer van die volgende werksaamhede:

- (a) rugstukke aanwerk;
- (b) opstopwerk;
- (c) rygwerk;
- (d) bandjies aan ronde rande werk;
- (e) artikels vir voering gereedmaak;
- (f) voerings met masjien aanwerk;

„arbeider” beteken 'n werknemer in diens vir een of meer van die volgende werksaamhede:

- (a) Werkswinkels skoonmaak;
- (b) goedere dra of opstapel;
- (c) goedere aflewer;
- (d) tee maak;
- (e) boodskappe aflewer;

maar wat nie enigeen van die werksaamhede vermeld in die woordoms krywing van enige ander werknemer verrig nie;

„leerling-kleurder” beteken 'n kleurder met minder as drie en 'n half jaar ondervinding;

„leerling-masjienwerker” beteken 'n masjienwerker met minder as vier jaar ondervinding;

„leerling-knipper” beteken 'n knipper met minder as vyf jaar ondervinding;

„leerling-afwerker en/of -voeringwerker” beteken 'n afwerker en/of voeringwerker met minder as 3½ jaar ondervinding;

„leerling-spykeraar” beteken 'n spykeraar met minder as 2½ jaar ondervinding;

„masjienwerker” beteken 'n werknemer wat werksaamhede in verband met die masjienbewerking van pelsvelle op 'n pelsmasjien verrig;

„spykeraar” beteken 'n werknemer in diens vir een of meer van die volgende werksaamhede:

- (a) volledige artikels in pelsvelvorm op 'n bord vasspyker;
- (b) 'n deel van 'n artikel in pelsvelvorm op 'n bord vasspyker;
- (c) afsonderlike pelsvelle op 'n bord vasspyker;

„prinsipaal” beteken iemand wat werk in verband met die maak van pelsklere en/of pelse aan 'n aannemer op kontrak uitbestee;

„gekwalfiseerde knipper” beteken 'n knipper met minstens vyf jaar ondervinding;

„gekwalfiseerde kleurder” beteken 'n kleurder met minstens 3½ jaar ondervinding;

„gekwalfiseerde masjienwerker” beteken 'n masjienwerker met minstens vier jaar ondervinding;

„gekwalfiseerde afwerker en/of voeringwerker” beteken 'n afwerker en/of voeringwerker met minstens 3½ jaar ondervinding;

„gekwalfiseerde spykeraar” beteken 'n spykeraar met minstens 2½ jaar ondervinding.

##### 2. LONE

(1) (a) Geen werkgewer in die Pelsafdeling mag laer lone as die volgende aan enige werknemer in enigeen van ondergenoemde klasse werk betaal nie, en geen sodanige werknemer mag laer lone aanneem nie:

|                                | Per week |
|--------------------------------|----------|
| (i) Gekwalfiseerde werknemers: | R c      |
| Knipper                        | 42.00    |
| Masjienwerker                  | 20.50    |
| Afwerker en/of voeringwerker   | 18.00    |
| Kleurder                       | 18.00    |
| Spykeraar                      | 10.40    |

(b) An employee who is employed on two or more classes of work for which different rates of remuneration are prescribed in this subclause shall be paid at the higher or the highest of such rates.

#### CHAPTER 4

DEFINITIONS AND CONDITIONS APPLICABLE TO THE OCCUPATIONS SPECIFIED BELOW IN THE “FUR SECTION” OF THE INDUSTRY PURSUANT TO CLAUSE 4 OF CHAPTER 1 OF THIS AGREEMENT

##### 1. DEFINITIONS

“cutter” means an employee who is employed on one or more of the following operations:

- (a) Drafting and/or designing of patterns;
- (b) cutting of fur skins into garments;
- (c) cutting of fur skins into furs;

“contractor” means a person to whom work in the making of fur garments and/or furs is given out on contract by a principal;

“Dyer” means an employee who is employed on the dyeing of fur pelts;

“finisher and/or liner” means an employee who is employed on one or more of the following operations:

- (a) Backing;
- (b) padding;
- (c) basting;
- (d) taping round edges with tape;
- (e) preparing article for lining;
- (f) machining lining;

“labourer” means an employee who is employed in one or more of the following operations:

- (a) Cleaning workshop;
- (b) carrying or stacking goods;
- (c) delivering goods;
- (d) making tea;
- (e) delivering messages;

and who is not engaged in any of the operations referred to in the definitions of any other employee;

“learner dyer” means a dyer who has had less than 3½ years' experience;

“learner machiner” means a machiner who has had less than 4 years' experience;

“learner cutter” means a cutter who has had less than 5 years' experience;

“learner finisher and/or liner” means a finisher and/or liner who has had less than 3½ years' experience;

“learner nailer” means a nailer who has had less than 2½ years' experience;

“machiner” means an employee who performs any operations in the machining of fur skins on a fur machine;

“nailer” means an employee who is employed on one or more of the following operations:

- (a) Nailing down on a board the complete article in fur skin form;
- (b) nailing down on a board part of the article in fur skin form;
- (c) nailing down on a board single fur skins;

“principal” means any person who gives out work on contract in connection with the making of fur garments and/or furs to a contractor;

“qualified cutter” means a cutter who has had not less than 5 years' experience;

“qualified dyer” means a dyer who has had not less than 3½ years' experience;

“qualified machiner” means a machiner who has had not less than 4 years' experience;

“qualified finisher and/or liner” means a finisher and/or liner who has had not less than 3½ years' experience;

“qualified nailer” means a nailer who has had not less than 2½ years' experience.

##### 2. WAGES

(1) (a) No employer in the fur section shall pay to any employee in any of the undermentioned classes, and no such employee shall accept wages lower than the following:

|                          | Per week |
|--------------------------|----------|
| (i) Qualified employees— | R c      |
| Cutter                   | 42.00    |
| Machiner                 | 20.50    |
| Finisher and/or Liner    | 18.00    |
| Dyer                     | 18.00    |
| Nailer                   | 10.40    |



|                                                                                                                                                                                              | Per week<br>R c |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| (ii) Leerling-knippers:                                                                                                                                                                      |                 |
| Eerste jaar:                                                                                                                                                                                 |                 |
| Eerste 13 weke leerlingskap ... ..                                                                                                                                                           | 8.90            |
| Volgende 13 weke leerlingskap ... ..                                                                                                                                                         | 10.20           |
| Volgende 26 weke leerlingskap ... ..                                                                                                                                                         | 11.50           |
| Tweede jaar:                                                                                                                                                                                 |                 |
| Eerste 26 weke leerlingskap ... ..                                                                                                                                                           | 14.00           |
| Volgende 26 weke leerlingskap ... ..                                                                                                                                                         | 16.00           |
| Derde jaar:                                                                                                                                                                                  |                 |
| Eerste 26 weke leerlingskap ... ..                                                                                                                                                           | 19.00           |
| Volgende 26 weke leerlingskap ... ..                                                                                                                                                         | 22.00           |
| Vierde jaar:                                                                                                                                                                                 |                 |
| Eerste 26 weke leerlingskap ... ..                                                                                                                                                           | 24.70           |
| Volgende 26 weke leerlingskap ... ..                                                                                                                                                         | 27.80           |
| Vyfte jaar:                                                                                                                                                                                  |                 |
| Eerste 26 weke leerlingskap ... ..                                                                                                                                                           | 33.50           |
| Volgende 26 weke leerlingskap ... ..                                                                                                                                                         | 37.00           |
| (iii) Leerling-masjienwerker:                                                                                                                                                                |                 |
| Eerste jaar:                                                                                                                                                                                 |                 |
| Eerste 13 weke leerlingskap ... ..                                                                                                                                                           | 7.00            |
| Volgende 13 weke leerlingskap ... ..                                                                                                                                                         | 7.65            |
| Volgende 26 weke leerlingskap ... ..                                                                                                                                                         | 9.00            |
| Tweede jaar:                                                                                                                                                                                 |                 |
| Eerste 26 weke leerlingskap ... ..                                                                                                                                                           | 10.20           |
| Volgende 26 weke leerlingskap ... ..                                                                                                                                                         | 11.50           |
| Derde jaar:                                                                                                                                                                                  |                 |
| Eerste 26 weke leerlingskap ... ..                                                                                                                                                           | 13.20           |
| Volgende 26 weke leerlingskap ... ..                                                                                                                                                         | 14.60           |
| Vierde jaar:                                                                                                                                                                                 |                 |
| Eerste 26 weke leerlingskap ... ..                                                                                                                                                           | 17.60           |
| Volgende 26 weke leerlingskap ... ..                                                                                                                                                         | 19.00           |
| (iv) Leerling-afwerker en/of -voeringwerker en/of -kleurder:                                                                                                                                 |                 |
| Eerste jaar:                                                                                                                                                                                 |                 |
| Eerste 13 weke leerlingskap ... ..                                                                                                                                                           | 7.00            |
| Volgende 13 weke leerlingskap ... ..                                                                                                                                                         | 7.65            |
| Volgende 26 weke leerlingskap ... ..                                                                                                                                                         | 9.00            |
| Tweede jaar:                                                                                                                                                                                 |                 |
| Eerste 26 weke leerlingskap ... ..                                                                                                                                                           | 10.20           |
| Volgende 26 weke leerlingskap ... ..                                                                                                                                                         | 11.50           |
| Derde jaar:                                                                                                                                                                                  |                 |
| Eerste 26 weke leerlingskap ... ..                                                                                                                                                           | 13.20           |
| Volgende 26 weke leerlingskap ... ..                                                                                                                                                         | 14.60           |
| Vierde jaar:                                                                                                                                                                                 |                 |
| Eerste 26 weke leerlingskap ... ..                                                                                                                                                           | 17.60           |
| Volgende 26 weke leerlingskap ... ..                                                                                                                                                         | 19.00           |
| (v) Leerling-spykeraars:                                                                                                                                                                     |                 |
| Eerste jaar:                                                                                                                                                                                 |                 |
| Eerste 13 weke leerlingskap ... ..                                                                                                                                                           | 6.20            |
| Volgende 13 weke leerlingskap ... ..                                                                                                                                                         | 6.50            |
| Volgende 26 weke leerlingskap ... ..                                                                                                                                                         | 7.00            |
| Tweede jaar:                                                                                                                                                                                 |                 |
| Eerste 26 weke leerlingskap ... ..                                                                                                                                                           | 7.70            |
| Volgende 26 weke leerlingskap ... ..                                                                                                                                                         | 8.40            |
| Derde jaar:                                                                                                                                                                                  |                 |
| Eerste 26 weke leerlingskap ... ..                                                                                                                                                           | 9.15            |
| (vi) Arbeider ... ..                                                                                                                                                                         | 9.00            |
| (vii) Wag ... ..                                                                                                                                                                             | 10.00           |
| (b) 'n Werknemer in diens vir twee of meer klasse werk waarvoor verskillende skale van besoldiging in hierdie subklousule voorgeskryf word, moet teen die hoër of hoogste skaal betaal word. |                 |

## 3. KONTRAKTARIEWE VIR PELSE EN PELSKLERE

(1) Geen prinsipaal mag laer tariewe as die volgende aan 'n aannemer betaal nie, en geen aannemer mag laer tariewe aanneem nie:—

|                                                   | Per week<br>R c |
|---------------------------------------------------|-----------------|
| A. <i>Bewerpels</i> :                             |                 |
| (a) Jasse, strookvelle, 40" lank en langer ... .. | 489.10          |
| (b) Alle jakkies, tot 39" lank ... ..             | 366.82          |
| B. <i>Bewerpels, laspelse of laspelspane</i> :    |                 |
| (a) Jasse, 40" lank en langer ... ..              | 122.27          |
| (b) Jakkies, tot 39" lank ... ..                  | 85.59           |
| C. <i>Breëstertpels, swart</i> :                  |                 |
| (a) Jasse, 40" lank en langer ... ..              | 103.93          |
| (b) Jakkies, 31" tot 39" lank ... ..              | 85.59           |
| (c) Jakkies, tot 30" lank ... ..                  | 73.36           |
| (d) Bolero's, tot 25" lank ... ..                 | 61.13           |
| (e) Stolas ... ..                                 | 36.69           |
| D. <i>Breëstertpels, gekleur</i> :                |                 |
| (a) Jasse, 40" lank en langer ... ..              | 116.91          |
| (b) Jakkies, 31" tot 39" lank ... ..              | 96.28           |
| (c) Jakkies, tot 30" lank ... ..                  | 82.54           |
| (d) Bolero's, tot 25" lank ... ..                 | 68.78           |
| (e) Stolas ... ..                                 | 41.27           |
| E. <i>Jagluiperdvel</i> :                         |                 |
| (a) Jasse, 40" lank en langer ... ..              | 77.03           |
| (b) Jakkies, 31" tot 39" lank ... ..              | 60.52           |
| (c) Jakkies tot 30" lank ... ..                   | 58.61           |
| (d) Stolas en bolero's ... ..                     | 33.01           |

|                                                 | Per week<br>R c |
|-------------------------------------------------|-----------------|
| (ii) Learner cutters—                           |                 |
| First year:                                     |                 |
| First 13 weeks of learnership ... ..            | 8.90            |
| Next 13 weeks of learnership ... ..             | 10.20           |
| Next 26 weeks of learnership ... ..             | 11.50           |
| Second year:                                    |                 |
| First 26 weeks of learnership ... ..            | 14.00           |
| Next 26 weeks of learnership ... ..             | 16.00           |
| Third year:                                     |                 |
| First 26 weeks of learnership ... ..            | 19.00           |
| Next 26 weeks of learnership ... ..             | 22.00           |
| Fourth year:                                    |                 |
| First 26 weeks of learnership ... ..            | 24.70           |
| Next 26 weeks of learnership ... ..             | 27.80           |
| Fifth year:                                     |                 |
| First 26 weeks of learnership ... ..            | 33.50           |
| Next 26 weeks of learnership ... ..             | 37.00           |
| (iii) Learner machiner—                         |                 |
| First year:                                     |                 |
| First 13 weeks of learnership ... ..            | 7.00            |
| Next 13 weeks of learnership ... ..             | 7.65            |
| Next 26 weeks of learnership ... ..             | 9.00            |
| Second year:                                    |                 |
| First 26 weeks of learnership ... ..            | 10.20           |
| Next 26 weeks of learnership ... ..             | 11.50           |
| Third year:                                     |                 |
| First 26 weeks of learnership ... ..            | 13.20           |
| Next 26 weeks of learnership ... ..             | 14.60           |
| Fourth year:                                    |                 |
| First 26 weeks of learnership ... ..            | 17.60           |
| Next 26 weeks of learnership ... ..             | 19.00           |
| (iv) Learner finisher and/or liner and/or dyer— |                 |
| First year:                                     |                 |
| First 13 weeks of learnership ... ..            | 7.00            |
| Next 13 weeks of learnership ... ..             | 7.65            |
| Next 26 weeks of learnership ... ..             | 9.00            |
| Second year:                                    |                 |
| First 26 weeks of learnership ... ..            | 10.20           |
| Next 26 weeks of learnership ... ..             | 11.50           |
| Third year:                                     |                 |
| First 26 weeks of learnership ... ..            | 13.20           |
| Next 26 weeks of learnership ... ..             | 14.60           |
| Fourth year:                                    |                 |
| First 26 weeks of learnership ... ..            | 17.60           |
| Next 26 weeks of learnership ... ..             | 19.00           |
| (v) Learner nailer—                             |                 |
| First year:                                     |                 |
| First 13 weeks of learnership ... ..            | 6.20            |
| Next 13 weeks of learnership ... ..             | 6.50            |
| Next 26 weeks of learnership ... ..             | 7.00            |
| Second year:                                    |                 |
| First 26 weeks of learnership ... ..            | 7.70            |
| Next 26 weeks of learnership ... ..             | 8.40            |
| Third year:                                     |                 |
| First 26 weeks of learnership ... ..            | 9.15            |
| (vi) Labourer ... ..                            | 9.00            |
| (vii) Watchman ... ..                           | 10.00           |

(b) An employee who is employed on two or more classes of work for which different rates of remuneration are prescribed in this subclause shall be paid at the higher or the highest of such rates.

## 3. CONTRACT RATES FOR FURS AND FUR GARMENTS

(1) No Principal shall pay to a contractor and no contractor shall accept rates lower than the following:

|                                                   | Per week<br>R c |
|---------------------------------------------------|-----------------|
| A. <i>Beaver</i> :                                |                 |
| (a) Coat, stranded skins 40" and over long ... .. | 489.10          |
| (b) All jackets up to 39" long ... ..             | 366.82          |
| B. <i>Beaver, plates or shells</i> :              |                 |
| (a) Coat, 40" and over long ... ..                | 122.27          |
| (b) Jackets up to 39" long ... ..                 | 85.59           |
| C. <i>Broadtail—black</i> :                       |                 |
| (a) Coat, 40" and over long ... ..                | 103.93          |
| (b) Jacket, 31" to 39" long ... ..                | 85.59           |
| (c) Jacket, up to 30" long ... ..                 | 73.36           |
| (d) Boleros, up to 25" long ... ..                | 61.13           |
| (e) Stoles ... ..                                 | 36.69           |
| D. <i>Broadtail—coloured</i> :                    |                 |
| (a) Coat, 40" and over long ... ..                | 116.91          |
| (b) Jacket, 31" to 39" long ... ..                | 96.28           |
| (c) Jacket, up to 30" long ... ..                 | 82.54           |
| (d) Boleros, up to 25" long ... ..                | 68.78           |
| (e) Stoles ... ..                                 | 41.27           |
| E. <i>Cheetah</i> :                               |                 |
| (a) Coat, 40" and over long ... ..                | 77.03           |
| (b) Jacket, 31" to 39" long ... ..                | 60.52           |
| (c) Jacket, up to 30" long ... ..                 | 58.61           |
| (d) Stoles and boleros ... ..                     | 33.01           |

|                                                                                                         | Per week<br>R c |
|---------------------------------------------------------------------------------------------------------|-----------------|
| <b>F. Chinchillapels:</b>                                                                               |                 |
| (a) Alle artikels, per vel ... ..                                                                       | 4.90            |
| <b>G. Konynpels, alle soorte konynpels van afsonderlike velle gemaak:</b>                               |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                    | 23.48           |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                    | 16.13           |
| (c) Jakkies, tot 30" lank ... ..                                                                        | 13.20           |
| (d) Bolero's en stolas ... ..                                                                           | 7.33            |
| <b>H. Konynpels, alle soorte konynpels, los pelse of laspelspante:</b>                                  |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                    | 19.56           |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                    | 13.45           |
| (c) Jakkies, tot 30" lank ... ..                                                                        | 11.01           |
| (d) Bolero's en stolas ... ..                                                                           | 6.11            |
| <b>I. Hermelynpels, Russies:</b>                                                                        |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                    | 122.27          |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                    | 97.82           |
| (c) Jakkies, tot 30" lank ... ..                                                                        | 73.36           |
| (d) Bolero's en stolas ... ..                                                                           | 48.92           |
| <b>J. Hermelynpels, uitgesonderd Russiese hermelynpels:</b>                                             |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                    | 97.82           |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                    | 78.25           |
| (c) Jakkies, tot 30" lank ... ..                                                                        | 58.69           |
| (d) Bolero's en stolas ... ..                                                                           | 39.13           |
| <b>K. Vospels:</b>                                                                                      |                 |
| (i) Rooi, rooi gekleur:                                                                                 |                 |
| (a) Enige artikel uit een vel gemaak ...                                                                | 3.68            |
| (b) Enige artikel uit twee velle gemaak ...                                                             | 7.33            |
| (c) twee strookvelstolas ... ..                                                                         | 12.23           |
| (d) drie strookvelstolas ... ..                                                                         | 17.13           |
| (ii) Kruisrugvospels, silver en platina:                                                                |                 |
| (a) Enige artikel, per vel ... ..                                                                       | 6.11            |
| (b) Enige artikel, per strookvel ... ..                                                                 | 7.33            |
| (iii) Natuurlike wit:                                                                                   |                 |
| (a) Enige artikel, per vel ... ..                                                                       | 9.77            |
| (b) Enige artikel, per strookvel ... ..                                                                 | 14.67           |
| (iv) Alle ander natuurlike of gekleurde kleure:                                                         |                 |
| (a) Enige artikel, per vel ... ..                                                                       | 7.33            |
| (b) Enige artikel, per strookvel ... ..                                                                 | 9.77            |
| <b>L. Rooisabelpels:</b>                                                                                |                 |
| (a) Jasse, strookpels, 40" lank en langer ...                                                           | 317.90          |
| (b) Jakkies, strookpels, 31" tot 39" lank ...                                                           | 220.09          |
| (c) Jakkies, strookpels, tot 30" lank ... ..                                                            | 158.96          |
| (d) Bolero's, strookpels tot 25" lank ... ..                                                            | 91.70           |
| (e) Stolas, strookpels ... ..                                                                           | 73.36           |
| <b>M. Luiperdvel:</b>                                                                                   |                 |
| (a) Jasse, 40" en langer ... ..                                                                         | 85.59           |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                    | 67.24           |
| (c) Jakkies, tot 30" lank ... ..                                                                        | 61.13           |
| (d) Stolas en bolero's ... ..                                                                           | 36.69           |
| <b>N. Lammerpels, alle soorte, uitgesonderd Persianerpels en Kammabewer:</b>                            |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                    | 73.36           |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                    | 61.13           |
| (c) Jakkies, tot 30" lank ... ..                                                                        | 48.92           |
| (d) Bolero's, tot 25" lank ... ..                                                                       | 39.13           |
| (e) Stolas ... ..                                                                                       | 30.57           |
| <b>O. Nertspels:</b>                                                                                    |                 |
| (a) Jasse, strookpels van manlike of vroulike diere, 40" lank en langer ... ..                          | 366.82          |
| (b) Jakkies, strookvelle van manlike of vroulike diere, 31" tot 39" lank ... ..                         | 305.67          |
| (c) Jakkies, strookvelle van manlike en vroulike diere, tot 30" lank ... ..                             | 281.24          |
| (d) Bolero's:                                                                                           |                 |
| (i) Meer as 12 strookvelle van manlike diere, tot 25" lank, per vel ... ..                              | 11.01           |
| (ii) Meer as 15 strookvelle van vroulike diere, tot 25" lank, per vel ... ..                            | 11.01           |
| (e) Enige ander artikel:                                                                                |                 |
| (i) Strookvel van manlike diere, tot 12 velle, per vel ... ..                                           | 8.55            |
| (ii) Strookvelle van vroulike diere, tot 15 velle, per vel ... ..                                       | 7.33            |
| (f) Heelpelsstolas, velle van manlike of vroulike diere, met inbegrip van bykomstighede, per vel ... .. | 6.11            |
| (g) Tooisels, strookvelle van manlike of vroulike diere, per vel ... ..                                 | 6.11            |
| <b>P. Bisampels, van afsonderlike velle gemaak:</b>                                                     |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                    | 48.97           |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                    | 40.81           |
| (c) Jakkies, tot 30" lank ... ..                                                                        | 32.65           |
| (d) Bolero's en stolas ... ..                                                                           | 24.49           |

|                                                                        | Per week<br>R c |
|------------------------------------------------------------------------|-----------------|
| <b>F. Chinchilla:</b>                                                  |                 |
| (a) All articles, per skin ... ..                                      | 4.90            |
| <b>G. Cony, all types of rabbit skins made from single skins:</b>      |                 |
| (a) Coat, 40" and over long ... ..                                     | 23.48           |
| (b) Jackets, 31" to 39" long ... ..                                    | 16.13           |
| (c) Jackets, up to 30" long ... ..                                     | 13.20           |
| (d) Boleros and stoles ... ..                                          | 7.33            |
| <b>H. Cony, all types of rabbit skins, plates or shells:</b>           |                 |
| (a) Coat, 40" and over long ... ..                                     | 19.56           |
| (b) Jackets, 31" to 39" long ... ..                                    | 13.45           |
| (c) Jackets, up to 30" long ... ..                                     | 11.01           |
| (d) Boleros and stoles ... ..                                          | 6.11            |
| <b>I. Ermine—Russian:</b>                                              |                 |
| (a) Coat, 40" and over long ... ..                                     | 122.27          |
| (b) Jacket, 31" to 39" long ... ..                                     | 97.82           |
| (c) Jacket, up to 30" long ... ..                                      | 73.36           |
| (d) Boleros and stoles ... ..                                          | 48.92           |
| <b>J. Ermine, other than Russian Ermine:</b>                           |                 |
| (a) Coat, 40" and over long ... ..                                     | 97.82           |
| (b) Jacket, 31" to 39" long ... ..                                     | 78.25           |
| (c) Jacket up to 30" long ... ..                                       | 58.69           |
| (d) Boleros and stoles ... ..                                          | 39.13           |
| <b>K. Foxes:</b>                                                       |                 |
| (i) Red dyed red:                                                      |                 |
| (a) Any article from one skin ... ..                                   | 3.68            |
| (b) Any article from two skins ... ..                                  | 7.33            |
| (c) Two stranded skin stoles ... ..                                    | 12.23           |
| (d) Three stranded skin stoles ... ..                                  | 17.13           |
| (ii) Cross, silver and platina:                                        |                 |
| (a) Any article, per skin ... ..                                       | 6.11            |
| (b) Any article, per stranded skin ... ..                              | 7.33            |
| (iii) White natural:                                                   |                 |
| (a) Any article, per skin ... ..                                       | 9.77            |
| (b) Any article, per stranded skin ... ..                              | 14.67           |
| (iv) All other natural or dyed colours:                                |                 |
| (a) Any article, per skin ... ..                                       | 7.33            |
| (b) Any article, per stranded skin ... ..                              | 9.77            |
| <b>L. Kolinsky:</b>                                                    |                 |
| (a) Coat, stranded, 40" and over long ... ..                           | 317.90          |
| (b) Jacket, stranded, 31" to 39" long ... ..                           | 220.09          |
| (c) Jacket, stranded, up to 30" long ... ..                            | 158.96          |
| (d) Boleros, stranded, up to 25" long ... ..                           | 91.70           |
| (e) Stoles, stranded ... ..                                            | 73.36           |
| <b>M. Leopard:</b>                                                     |                 |
| (a) Coat, 40" and over long ... ..                                     | 85.59           |
| (b) Jacket, 31" to 39" long ... ..                                     | 67.24           |
| (c) Jacket, up to 30" long ... ..                                      | 61.13           |
| (d) Stoles and boleros ... ..                                          | 36.69           |
| <b>N. Lamb, all types, excluding Persian and beaver:</b>               |                 |
| (a) Coat, 40" and over long ... ..                                     | 73.36           |
| (b) Jacket, 31" to 39" long ... ..                                     | 61.13           |
| (c) Jacket, up to 30" long ... ..                                      | 48.92           |
| (d) Boleros, up to 25" long ... ..                                     | 39.13           |
| (e) Stoles ... ..                                                      | 30.57           |
| <b>O. Mink:</b>                                                        |                 |
| (a) Coat, male or female stranded skins 40" and over long ... ..       | 366.82          |
| (b) Jackets, male or female stranded skins, 31" to 39" long ... ..     | 305.67          |
| (c) Jackets, male or female stranded skins up to 30" long ... ..       | 281.24          |
| (d) Boleros:                                                           |                 |
| (i) Over 12 male stranded skins, up to 25" long, per skin ... ..       | 11.01           |
| (ii) Over 15 female stranded skins, up to 25" long, per skin ... ..    | 11.01           |
| (e) Any other article:                                                 |                 |
| (i) Male stranded skin, up to 12 skins, per skin ... ..                | 8.55            |
| (ii) Female stranded skin, up to 15 skins, per skin ... ..             | 7.33            |
| (f) Ties, male or female skins, including accessories, per skin ... .. | 6.11            |
| (g) Trimmings, male or female stranded skins, per skin ... ..          | 6.11            |
| <b>P. Musquash from single skins:</b>                                  |                 |
| (a) Coat, 40" and over long ... ..                                     | 48.97           |
| (b) Jacket, 31" to 39" long ... ..                                     | 40.81           |
| (c) Jacket, up to 30" long ... ..                                      | 32.65           |
| (d) Boleros and stoles ... ..                                          | 24.49           |



|                                                                                                                             | Per week<br>R c |
|-----------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Q. Bisampels, sye of rug, laspels of laspelspante:</b>                                                                   |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                                        | 36.69           |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                                        | 30.57           |
| (c) Jakkies, tot 30" lank ... ..                                                                                            | 24.46           |
| (d) Bolero's en stolas ... ..                                                                                               | 18.34           |
| <b>R. Marterpels en sabelpels:</b>                                                                                          |                 |
| (a) Heelpelsstolas, met inbegrip van alle by-<br>komstighede, per vel ... ..                                                | 6.11            |
| <b>S. Bewerrotpels:</b>                                                                                                     |                 |
| (a) Jasse, strookvelle, 40" lank en langer ... ..                                                                           | 195.63          |
| (b) Jakkies, strookvelle, tot 39" lank ... ..                                                                               | 146.73          |
| (c) Jasse, gewone pelswerk, 40" lank en langer ... ..                                                                       | 122.27          |
| (d) Jakkies, gewone pelswerk, tot 39" lank ... ..                                                                           | 91.70           |
| <b>T. Persianerpootpels (van pote en stukkie gemaak):</b>                                                                   |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                                        | 91.70           |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                                        | 79.47           |
| (c) Jakkies, tot 30" lank ... ..                                                                                            | 67.24           |
| (d) Bolero's, tot 25" lank ... ..                                                                                           | 61.13           |
| (e) Stolas ... ..                                                                                                           | 48.92           |
| <b>U. Persianerpootpels, laspels, alle kleure:</b>                                                                          |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                                        | 42.80           |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                                        | 41.56           |
| (c) Jakkies, tot 30" lank ... ..                                                                                            | 36.69           |
| (d) Bolero's, tot 25" lank ... ..                                                                                           | 30.57           |
| (e) Stolas ... ..                                                                                                           | 24.46           |
| <b>V. Persianerbreëstertpels, swart:</b>                                                                                    |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                                        | 103.93          |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                                        | 85.59           |
| (c) Jakkies, tot 30" lank ... ..                                                                                            | 73.36           |
| (d) Bolero's, tot 25" lank ... ..                                                                                           | 61.13           |
| (e) Stolas ... ..                                                                                                           | 36.69           |
| <b>W. Persianerbreëstertpels, gekleur:</b>                                                                                  |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                                        | 116.91          |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                                        | 96.28           |
| (c) Jakkies, tot 30" lank ... ..                                                                                            | 82.54           |
| (d) Bolero's, tot 25" lank ... ..                                                                                           | 68.78           |
| (e) Stolas ... ..                                                                                                           | 41.27           |
| <b>X. Persianerpels, swart:</b>                                                                                             |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                                        | 85.59           |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                                        | 73.36           |
| (c) Jakkies, tot 30" lank ... ..                                                                                            | 61.13           |
| (d) Bolero's, tot 25" lank ... ..                                                                                           | 48.92           |
| (e) Stolas ... ..                                                                                                           | 29.33           |
| <b>Y. Persianerpels, gekleur:</b>                                                                                           |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                                        | 94.16           |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                                        | 80.69           |
| (c) Jakkies, tot 30" lank ... ..                                                                                            | 67.24           |
| (d) Bolero's, tot 25" lank ... ..                                                                                           | 53.79           |
| (e) Stolas ... ..                                                                                                           | 32.28           |
| <b>Z. Eekhoringspels, Kanadees:</b>                                                                                         |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                                        | 79.47           |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                                        | 67.24           |
| (c) Jakkies, tot 30" lank ... ..                                                                                            | 55.01           |
| (d) Jakkies, tot 24" lank ... ..                                                                                            | 42.80           |
| (e) Stolas, tot 50 velle ... ..                                                                                             | 24.46           |
| <b>AA. Eekhoringspels, Russies, laspelse of laspelspante:</b>                                                               |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                                        | 42.80           |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                                        | 36.69           |
| (c) Jakkies, tot 30" lank ... ..                                                                                            | 29.33           |
| (d) Bolero's ... ..                                                                                                         | 24.46           |
| (e) Stolas ... ..                                                                                                           | 19.56           |
| <b>BB. Eekhoringspels, laspelse of laspelspante:</b>                                                                        |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                                        | 30.57           |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                                        | 24.46           |
| (c) Jakkies, tot 30" lank ... ..                                                                                            | 18.34           |
| (d) Bolero's en stolas ... ..                                                                                               | 12.23           |
| <b>CC. Alaska-robvel of Kaapse robvel:</b>                                                                                  |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                                        | 122.27          |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                                        | 97.82           |
| (c) Jakkies, tot 30" lank ... ..                                                                                            | 85.59           |
| <b>DD. Robvel, uitgesonderd Alaska-robvel of Kaapse robvel:</b>                                                             |                 |
| (a) Jasse, 40" lank en langer ... ..                                                                                        | 110.04          |
| (b) Jakkies, 31" tot 39" lank ... ..                                                                                        | 88.04           |
| (c) Jakkies, tot 30" lank ... ..                                                                                            | 77.03           |
| <b>EE. Laspelse van pote en stukkie van persianerpels:</b>                                                                  |                 |
| (a) Laspelse, tot 900 vk. dm. groot ... ..                                                                                  | 9.77            |
| (b) Vir elke 90 vk. dm. of deel daarvan groter<br>as 900 vk. dm., moet bogemelde tariewe<br>met 10 persent vermeerder word. |                 |

|                                                                                                                               | Per week<br>R c |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Q. Musquash, flanks or back, plates or shells:</b>                                                                         |                 |
| (a) Coat, 40" and over long ... ..                                                                                            | 36.69           |
| (b) Jacket, 31" to 39" long ... ..                                                                                            | 30.57           |
| (c) Jacket, up to 30" long ... ..                                                                                             | 24.46           |
| (d) Boleros and stoles ... ..                                                                                                 | 18.34           |
| <b>R. Marten and sables:</b>                                                                                                  |                 |
| (a) Ties, including all accessories, per skin ... ..                                                                          | 6.11            |
| <b>S. Nutria:</b>                                                                                                             |                 |
| (a) Coat, stranded skins, 40" and over long ... ..                                                                            | 195.63          |
| (b) Jackets, stranded skins up to 39" long ... ..                                                                             | 146.73          |
| (c) Coat, plain work, 40" and over long ... ..                                                                                | 122.27          |
| (d) Jackets, plain work, up to 39" long ... ..                                                                                | 91.70           |
| <b>T. Persian Paw (made from paws and pieces):</b>                                                                            |                 |
| (a) Coat, 40" and over long ... ..                                                                                            | 91.70           |
| (b) Jackets, 31" to 39" long ... ..                                                                                           | 79.47           |
| (c) Jackets, up to 30" long ... ..                                                                                            | 67.24           |
| (d) Boleros, up to 25" long ... ..                                                                                            | 61.13           |
| (e) Stoles ... ..                                                                                                             | 48.92           |
| <b>U. Persian paws plates-all colours:</b>                                                                                    |                 |
| (a) Coat, 40" and over long ... ..                                                                                            | 42.80           |
| (b) Jackets, 31" to 39" long ... ..                                                                                           | 41.56           |
| (c) Jackets, up to 30" long ... ..                                                                                            | 36.69           |
| (d) Boleros, up to 25" long ... ..                                                                                            | 30.57           |
| (e) Stoles ... ..                                                                                                             | 24.46           |
| <b>V. Persian broadtail-black:</b>                                                                                            |                 |
| (a) Coat, 40" and over long ... ..                                                                                            | 103.93          |
| (b) Jacket, 31" to 39" long ... ..                                                                                            | 85.59           |
| (c) Jacket, up to 30" long ... ..                                                                                             | 73.36           |
| (d) Boleros, up to 25" long ... ..                                                                                            | 61.13           |
| (e) Stoles ... ..                                                                                                             | 36.69           |
| <b>W. Persian broadtail-coloured:</b>                                                                                         |                 |
| (a) Coat, 40" and over long ... ..                                                                                            | 116.91          |
| (b) Jacket, 31" to 39" long ... ..                                                                                            | 96.28           |
| (c) Jacket, up to 30" long ... ..                                                                                             | 82.54           |
| (d) Boleros, up to 25" long ... ..                                                                                            | 68.78           |
| (e) Stoles ... ..                                                                                                             | 41.27           |
| <b>X. Persian lamb-black:</b>                                                                                                 |                 |
| (a) Coat, 40" and over long ... ..                                                                                            | 85.59           |
| (b) Jacket, 31" to 39" long ... ..                                                                                            | 73.36           |
| (c) Jacket, up to 30" long ... ..                                                                                             | 61.13           |
| (d) Boleros, up to 25" long ... ..                                                                                            | 48.92           |
| (e) Stoles ... ..                                                                                                             | 29.33           |
| <b>Y. Persian lamb-coloured:</b>                                                                                              |                 |
| (a) Coat, 40" and over long ... ..                                                                                            | 94.16           |
| (b) Jacket, 31" to 39" long ... ..                                                                                            | 80.69           |
| (c) Jacket, up to 30" long ... ..                                                                                             | 67.24           |
| (d) Boleros, up to 25" long ... ..                                                                                            | 53.79           |
| (e) Stoles ... ..                                                                                                             | 32.28           |
| <b>Z. Squirrel, Canadian:</b>                                                                                                 |                 |
| (a) Coat, 40" and over long ... ..                                                                                            | 79.47           |
| (b) Jacket, 31" to 39" long ... ..                                                                                            | 67.24           |
| (c) Jacket, up to 30" long ... ..                                                                                             | 55.01           |
| (d) Jacket, up to 24" long ... ..                                                                                             | 42.80           |
| (e) Stoles, up to 50 skins ... ..                                                                                             | 24.46           |
| <b>AA. Squirrel, Russian, plates or shells:</b>                                                                               |                 |
| (a) Coat, 40" and over long ... ..                                                                                            | 42.80           |
| (b) Jacket, 31" to 39" long ... ..                                                                                            | 36.69           |
| (c) Jacket, up to 30" long ... ..                                                                                             | 29.33           |
| (d) Boleros ... ..                                                                                                            | 24.46           |
| (e) Stoles ... ..                                                                                                             | 19.56           |
| <b>BB. Squirrel lock, plates or shells:</b>                                                                                   |                 |
| (a) Coat, 40" and over long ... ..                                                                                            | 30.57           |
| (b) Jacket, 31" to 39" long ... ..                                                                                            | 24.46           |
| (c) Jacket, up to 30" long ... ..                                                                                             | 18.34           |
| (d) Boleros and Stoles ... ..                                                                                                 | 12.23           |
| <b>CC. Seal-Alaskan or Cape:</b>                                                                                              |                 |
| (a) Coat, 40" and over long ... ..                                                                                            | 122.27          |
| (b) Jacket, 31" to 39" long ... ..                                                                                            | 97.82           |
| (c) Jacket, up to 30" long ... ..                                                                                             | 85.59           |
| <b>DD. Seal-other than Alaskan or Cape:</b>                                                                                   |                 |
| (a) Coat, 40" and over long ... ..                                                                                            | 110.04          |
| (b) Jacket, 31" to 39" long ... ..                                                                                            | 88.04           |
| (c) Jacket, up to 30" long ... ..                                                                                             | 77.03           |
| <b>EE. Plates from Persian paws and pieces:</b>                                                                               |                 |
| (a) Plates, up to 900 sq. inches in dimension ... ..                                                                          | 9.77            |
| (b) For each 90 sq. inches or part thereof in<br>excess of 900 sq. inches, the above rates<br>to be increased by 10 per cent. |                 |

(2) Die tariewe voorgeskryf in subklousule (1) hiervan, sluit betaling in vir die tooisels verskaf en gebruik deur die persoon wat die kledingstuk vir 'n prinsipaal of aannemer maak: Met dien verstande dat as 'n prinsipaal of aannemer verkies om sy eie tooisels te verskaf, die toepaslike minimum tarief voorgeskryf vir die maak van die kledingstuk verminder mag word met 'n bedrag gebaseer op die koste per jaart voering wat vir so 'n kledingstuk nodig is, tot en met R2.50 per jaart.

Namens die partye op hede die 8ste dag van Oktober 1969 in Johannesburg onderteken.

R. W. WARD,  
Sekretaris van die Raad.

E. C. JAMES,  
Voorsitter van die Raad.

J. SILVER,  
Ondervoorsitter van die Raad.

#### AANHANGSEL A

No. van Sertifikaat.....

#### DIENSSERTIFIKAAT

#### KLEREMAKERY-OP-MAATNYWERHEID

NAAM EN ADRES VAN FIRMA .....

Hiermee sertifiseer ek dat die ondergenoemde persoon by my in diens was en dat die besonderhede oor hom, korrek is:—

1. Volle naam van werknemer.....
  2. Adres .....
  3. Geslag .....
  4. Ouderdom .....
  5. Beroep .....
  6. Loon betaal op vertrekdatum .....
  7. Datum in diens geneem .....
  8. Datum van vertrek .....
  9. Die nommer van dienssertifikaat deur vorige werkgever.....  
..... (skryf naam van werk-  
gewer) uitgereik, was.....
- Gedateer te ..... op hede die  
dag van ..... 19.....

Handtekening van Werkgewer

(2) The rates prescribed in subclause (1) hereof shall include payment for the trimmings supplied and utilised by the person making the garment for a principal or contractor, provided that if a principal or contractor elects to supply his own trimmings, the relevant minimum rate prescribed for the making of the garment may be reduced by an amount based on the cost per yard of lining required for such garment, up to but not exceeding R2.50 per yard.

Signed at Johannesburg on behalf of the parties on the 8th day of October, 1969.

Chairman of the Council  
E. C. JAMES

Vice-Chairman of the Council  
J. SILVER

Secretary of the Council  
R. W. WARD

#### ANNEXURE A

No. of Certificate.....

#### CERTIFICATE OF SERVICE

#### BESPOKE TAILORING INDUSTRY

NAME AND ADDRESS OF FIRM .....

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

1. Full name of Employee .....
  2. Address .....
  3. Sex .....
  4. Age .....
  5. Occupation .....
  6. Wage paid at date of leaving .....
  7. Date of entering my service .....
  8. Dated of leaving my service .....
  9. The number of certificate of service issued by previous employer  
..... (insert name)  
was .....
- Date at ..... this ..... day  
of ..... 19.....

Signature of Employer



### OPGAWE OOR VAKANSIEBESOLDIGING (VAKANSIEFONDS)

Werkgewer se opgawe vir maand ..... 19  
 Naam van Firma of Werkgewer .....  
 Adres .....

[illegible]

Datum .....

**HOLIDAY REMUNERATION (HOLIDAY FUND) RETURN**

Employer's Return for the Month of ..... 19.....  
Name of Firm or Employer.....  
Address.....

[illegible]

Date \_\_\_\_\_

No. R.1134.]

[10 Julie 1970.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941KLEREMAKERY-OP-MAATNYWERHEID,  
WITWATERSRAND

Ek, MARAIS VILJOEN, Minister van Arbeid,—

- (a) verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Kleremakery-op-maatnywerheid, gepubliseer by Goewermmentskennisgewing R.1133 van 10 Julie 1970, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en
- (b) stel hierby kragtens artikel 54 (1) van genoemde Wet en vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat ingevolge klousule 27 van Hoofstuk I van genoemde Ooreenkoms op bystand geregtig is.

M. VILJOEN,  
Minister van Arbeid.

No. R.1135.]

[10 Julie 1970.]

## WET OP NYWERHEIDSVERSOENING, 1956

KLEREMAKERY-OP-MAATNYWERHEID,  
WITWATERSRANDINTREKKING VAN GOEWERMMENTS-  
KENNISGEWING

Ek, MARAIS VILJOEN, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermmentskennisgewing R.3957 van 19 Desember 1969 in vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

M. VILJOEN,  
Minister van Arbeid.

No. R.1134.]

[10th July, 1970.]

FACTORIES, MACHINERY AND BUILDING WORK  
ACT, 1941BESPOKE TAILORING INDUSTRY,  
WITWATERSRAND

I, MARAIS VILJOEN, Minister of Labour,—

- (a) hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Bespoke Tailoring Industry, published under Government Notice R.1133 of 10th July, 1970, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and
- (b) in terms of section 54 (1) of the said Act and with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, hereby exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act in respect of employees who are entitled to benefits in terms of Chapter 1 of clause 27 of the said Agreement.

M. VILJOEN,  
Minister of Labour.

No. R.1135.]

[10th July, 1970.]

## INDUSTRIAL CONCILIATION ACT, 1956

BESPOKE TAILORING INDUSTRY,  
WITWATERSRAND

## CANCELLATION OF GOVERNMENT NOTICE

I, MARAIS VILJOEN, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice R.3957 of 19 December 1969 as from the second Monday after the date of publication of this notice.

M. VILJOEN,  
Minister of Labour.



## INHOUD.

Departement van Arbeid.  
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