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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 818

21 May 1971

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, EASTERN PROVINCE

MAIN AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 31 July 1973, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 7 (3) (f), 23, 24 and 25, shall be binding from the second Monday after the date of publication of this notice and for the period ending 31 July 1973, 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 Port Elizabeth, King William's Town and East London; and

(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 31 July 1973, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 7 (3) (f), 23, 24 and 25, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 818

21 Mei 1971

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, OOSTELIKE PROVINSIE

HOOFOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1973 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 7 (3) (f), 23, 24 en 25, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1973 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrikte Port Elizabeth, King William's Town en Oos-Londen; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 7 (3) (f), 23, 24 en 25, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1973 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.

M. VILJOEN, Minister van Arbeid.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY,
EASTERN PROVINCE

MAIN AGREEMENT

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

Eastern Province Clothing Manufacturers' Association
(hereinafter called "the employers" or "employers' organisation"),
of the one part, and the

Garment Workers' Union

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

being parties to the Industrial Council for the Clothing Industry,
Eastern Province.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) (a) Subject to the provisions of subclause (2) hereof, the terms of this Agreement shall be observed in the Magisterial Districts of Port Elizabeth, King William's Town and East London by all employers who are members of the employer's organisation and engaged in the Clothing Industry and by all employees who are members of the trade union and employed in that Industry.

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

(2) The terms of this Agreement shall not apply to a designer who is remunerated monthly at a rate in excess of the weekly wage prescribed in this Agreement for such employee multiplied by four and one-third and whose conditions of employment include the following provisions:

(a) That his contract of service may not be terminated without a month's notice.

(b) That his monthly remuneration will not be reduced as a result of short-time working, unpaid public holidays, or periods of absence through illness not exceeding 10 working days in any one year of employment and subject to the production of a medical certificate if required by the employer.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of the Industrial Conciliation Act, 1956, and shall remain in force for a period expiring not later than 31 July 1973, or such period as may be determined by him.

3. DEFINITIONS

(1) Any terms used in this Agreement, which are defined in the Act, shall have the same meaning as in that Act. A 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;

"checker in the knitting section" means an employee in the knitting section engaged on checking garments during folding and bagging operations and/or checking unfinished garments or parts of knitted garments for faults;

"cleaning" means the removal of spots, marks or foreign matter from materials or garments and/or the removal of threads;

"Clothing Industry" or "Industry" without in any way limiting the ordinary meaning of the expression means dressmaking, the making of all classes of outer and under garments, including night-wear, and all classes of tweed and linen hats, caps and ties, and the making of all classes of garments to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities, but excludes bespoke tailoring;

"Council" means the Industrial Council for the Clothing Industry, Eastern Province, registered in terms of the Industrial Conciliation Act, 1937, and deemed to have been registered in terms of the Industrial Conciliation Act, 1956;

"cutter-out" means an employee engaged in cutting out garments or portions of garments from a "lay" or "layers" of material by electric, hand or band-knife, or by shears;

"designer" means an employee engaged in designing and/or making patterns;

"despatcher" means an employee, who under general supervision is engaged in the making up of orders;

"despatcher, unqualified," means a despatcher who has had less than one year's experience;

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID,
OOSTELIKE PROVINSIE

HOOFOOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en tussen die

Eastern Province Clothing Manufacturers' Association

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

Garment Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid, Oostelike Provinsie.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) (a) Behoudens subklousule (2) hiervan, moet hierdie Ooreenkoms in die landdrostdistrikte Port Elizabeth, King William's Town en Oos-Londen nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Klerasienywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging en in daardie Nywerheid werksaam is.

(b) Ondanks paragraaf (a) is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(2) Hierdie Ooreenkoms is nie van toepassing nie op 'n ontwerper wat maandeliks besoldig word teen 'n koers van meer as die week loon wat in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf word, vermenigvuldig met vier en 'n derde en wie se diensvoorwaardes onderstaande bepaling insluit:

(a) Dat sy dienskontrak nie sonder 'n maand kennisgewing beëindig mag word nie.

(b) Dat sy maandelikse besoldiging nie as gevolg van korttydwerk, openbare vakansiedae sonder besoldiging of tydperke van afwesigheid weens siekte van hoogstens 10 werkdade in 'n bepaalde jaar diens, behoudens die indiening van 'n geneeskundige sertifikaat indien die werkgewer dit vereis, verminder mag word nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens die Wet op Nywerheidsversoening, 1956, vasstel en bly van krag vir 'n tydperk wat voor of op 31 Julie 1973 verstryk, of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWINGS

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"nasiener in die breiseksie" 'n werknemer in die breiseksie wat kledingstukke nasien gedurende die werksaamhede in verband met die vou en in sakke plaas daarvan en/of onvoltooide kledingstukke of dele van gebreide kledingstukke nasien met die oog op foute;

"skoonmaak" die verwydering van vlekke, merke of vreemde voorwerpe van materiaal of kledingstukke en/of die verwydering van garingdrade;

"Klerasienywerheid" of "Nywerheid" sonder om die gewone betekenis van die woord enigerwyse te beperk, kleremakery, die vervaardiging van alle soorte bo- en onderklere, met inbegrip van slaapklere, en alle soorte hoede, pette en dasse van tweed en linne, en die vervaardiging van alle soorte kledingstukke soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of plaaslike besture, uitgesonderd kleremakery-op-maat;

"Raad" die Nywerheidsraad vir die Klerasienywerheid, Oostelike Provinsie, wat ingevolge die Nywerheidsversoeningwet, 1937, geregistreer is en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956;

"snyer" 'n werknemer wat kledingstukke of dele van kledingstukke uit 'n laag of lae materiaal uitsny deur middel van 'n elektriese, hand- of bandmes of 'n skêr;

"ontwerper" 'n werknemer wat ontwerpe en/of patrone maak;

"versender" 'n werknemer wat onder algemene toesig bestellings opmaak;

"versender, ongekwalifiseer," 'n versender met minder as een jaar ondervinding;

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

"examiner" means an employee other than a checker in the knitting section who is engaged in the final examination for quality requirements of finished garments;

"experience" means the total length of all periods of employment in the industry of an employee in respect of whom wages are prescribed in this Agreement, and shall be deemed to be continuous from the time the employee enters his employer's service until the time such service is terminated; provided that an employee whose services are terminated at the end of his employer's working year and who resumes work with his former employer within 14 days of the re-opening of the employer's factory shall be deemed to have worked continuously;

"factory clerk" means an employee who, under general supervision, is engaged in one or more of the following operations:

- (1) Assembling orders according to order forms or invoices, but excluding the making up of orders for despatch;
- (2) issuing labels or packing materials and keeping records thereof;
- (3) issuing passes, certificates of service or time cards;
- (4) making out or filling consignment or delivery notes;
- (5) recording outgoing or incoming stocks and the allocation of raw materials;
- (6) recording of production statistics;

"female labourer" means a female employee engaged in one or more of the following occupations:

- (a) Cleaning premises;
- (b) carrying or stacking completed garments which may be in containers or portions of uncompleted garments, the total weight of which shall not be more than 20 lb;
- (c) packing goods for despatch or delivery excluding the making up of orders;
- (d) sewing up bales;
- (e) delivering of messages;

"fitter and/or trimmer" means an employee engaged on fitting and/or trimming a portion or portions of garments after they have been marked in by the marker-in, according to the pattern provided by the employer, and cut to shape by the cutter-out;

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

- (1) Applying adhesive solutions on seams, edges and other portions of clothing and rolling them over with a roller (female employee only);
- (2) attaching of ornamental trimmings or fasteners by hand or press;
- (3) cutting of aprons;
- (4) fastening permanent turn-ups;
- (5) fastening catch in top of trousers and various odds and ends of sewing by hand;
- (6) fastening edge-stays;
- (7) fastening by hand facings inside already basted into position;
- (8) feeding into and taking out of automatic roller or form presses;
- (9) felling bindings;
- (10) felling crutch linings in trousers;
- (11) hemming bottoms by hand;
- (12) folding of garments and/or inserting folded garments into containers;
- (13) ironing open seams during the course of production and ironing loose collars;
- (14) making and sewing on hangers by hand;
- (15) making covered buttons and/or buckles;
- (16) marking of the following positions; pockets, buttons, loops fasteners, darts, turn-ups, button holes, hems and the like preparatory to further operations;
- (17) marking and/or trimming of the shapes of the necks of shirts and underwear;
- (18) marking off and/or cutting by hand of any trimming (not being piece goods) to a given length or shape;
- (19) marking by template and cutting to shape of materials previously cut out;
- (20) nipping by machine or hand;
- (21) pinning of finished garments;
- (22) putting on bridles by hand;
- (23) pulling out bastings;
- (24) sewing buttons by hand;
- (25) soaping;
- (26) sorting out of garments or parts of garments as required for various operations;
- (27) stamping of sizes, identity or mark numbers or other details on garments or parts of garments and/or labels;
- (28) tacking;

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

"ondersoeker" 'n werknemer, uitgesonderd 'n nasiener in die breiseksie wat vir gehaltevereiste doeleindes afgewerkte kledingstukke finaal ondersoek;

"ondervinding" die totale lengte van alle dienstdydeperke wat 'n werknemer ten opsigte van wie lone in hierdie Ooreenkoms voorgeskryf word, in die Nywerheid gehad het en wat geag word aaneenlopend te wees vanaf die tyd waarop die werknemer by sy werkgever in diens getree het tot die tyd waarop sodanige diens beëindig word; met dien verstaande dat 'n werknemer wie se diens beëindig word aan die einde van sy werkgever se werkjaar en wat binne 14 dae na die heropening van die werkgever se fabriek weer by sy vorige werkgever diens aanvaar, geag moet word vir 'n aaneenlopende tydperk te gewerk het;

"fabrieksklerk" 'n werknemer wat onder algemene toesig een of meer van die volgende werksaamhede verrig:

- (1) Bestellings volgens bestelvorms of fakture bymekaarmaak, maar nie ook die opmaak van bestellings vir versending nie;
- (2) etikette of pakmateriaal uitreik en rekord daarvan hou;
- (3) passe, dienssertifikate of tydkaarte uitreik;
- (4) vragbriewe of afleveringsbriewe uitskryf of liasseer;
- (5) aantekening hou van uitgaande of inkomende voorrade en die toewysing van grondstowwe;
- (6) aantekening hou van produksiestatistiek;

"vroulike arbeider" 'n vroulike werknemer wat een of meer van die volgende beroepe beoefen:

- (a) Persele skoonmaak;
- (b) die dra of opstapel van voltooide kledingstukke wat in houers mag wees of gedeeltes van onvoltooide kledingstukke, waarvan die totale gewig nie 20 lb te bowe mag gaan nie;
- (c) goedere vir versending of aflewering verpak, uitgesonderd die opmaak van bestellings;
- (d) bale toewerk;
- (e) boodskappe aflewer;

"passer en/of afwerker" 'n werknemer wat 'n deel of dele van kledingstukke pasmaak en/of afwerk nadat dit deur die afwerker afgemerk is volgens die patroon wat die werkgever verskaf het en deur die snyer volgens fatsoen gesny is;

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

- (1) Kleefstof aan some, kante en ander dele van klerasie aanbring en 'n roller daaroor rol (slegs vroulike werknemer);
- (2) versiersels of hegstukke met die hand of 'n pers aanbring;
- (3) voorskote sny;
- (4) permanente omslae vasstik;
- (5) knip inband van broeke aanheg en verskillende stukkies en brokkies met die hand vasnaai;
- (6) randverstywers aanheg;
- (7) belegsels aanheg wat reeds binne op hul plek vasgeryg is;
- (8) artikels in outomatiese rol- of vormperse voer of daaruit verwyder;
- (9) omboorsels plat stik;
- (10) mikvoerings in broeke plat stik;
- (11) onderkante met die hand omsoom;
- (12) kledingstukke opvou en/of opgevoorde kledingstukke in houers plaas;
- (13) some in die produksieproses oopstryk en los boordjies stryk;
- (14) handlissies met die hand maak en vasnaai;
- (15) oorgetrekte knope en/of gespes maak;
- (16) die plekke vir sakke, knope, lissies, hegstukke, pylinate, omslae, knoopsgate, some merk en dergelike voorbereidingswerk verrig vir verdere werksaamhede;
- (17) die halse van hemde en onderklere volgens fatsoen afwerk en/of afwerk;
- (18) versiering (uitgesonderd stukgoedere) afmerk en/of met die hand sny volgens 'n bepaalde lengte of fatsoen;
- (19) materiaal wat voorheen uitgesny is, met 'n patroon merk en volgens fatsoen sny;
- (20) garingdrade met 'n masjien of met die hand afsny;
- (21) voltooide kledingstukke vasspeld;
- (22) agterlissies met die hand vasnaai;
- (23) rygdrade uitrek;
- (24) knope met die hand aanwerk;
- (25) seep aansmeer;
- (26) kledingstukke of dele van kledingstukke sorteer volgens die vereistes van die verskillende werksaamhede;
- (27) groottes, indentiteits- of merknommers of ander besonderhede op kledingstukke of dele van kledingstukke en/of etikette stempel;
- (28) rygwerk verrig;

(29) the removal of spots, marks or foreign matter from materials or garments and/or removal of treads;

(30) touching up of completed garments with a hand iron after they have been pressed by a presser in the infants' and children's section;

(31) turning bonnet brims and pressing same;

(32) turning out or over of the edges of collar facings, belts, cuffs, tabs, pockets and/or flap by hand or machine, and the turning of garments or parts thereof inside out;

(33) turning sleeves or trousers inside out;

(34) under presser;

(35) welding plastic clothing;

"grader" means an employee who grades patterns from any material to various sizes from a master pattern and according to requirements or directions given to him;

"knitting section" means that section of the Clothing Industry in which employers and employees are engaged in the marking-in and/or cutting and/or all succeeding processes or operations performed in connection with the manufacture of all classes of knitted garments, excluding fully fashioned garments and hosiery. For the purpose of this definition "fully fashioned garments" shall mean garments and/or components thereof which are fully shaped on a knitting machine, and such garments and/or components thereof shall be deemed not to require marking-in or cutting or any succeeding process or operation;

"hourly wage" means the total weekly wage divided by 42;

"layer-up" means an employee engaged in laying material preparatory to cutting and/or dusting with powder through perforated patterns and/or bundling portions of garments and/or spraying of outlines on pre-laid patterns and/or the placing of carbon sheets on a lay;

"learner" means, in the case of an employee referred to in clause 4 (1) (a), (b), (d) and (i), an employee who has had less than 5 years' experience; in the case of an employee referred to in clause 4 (1) (c), (e), (f), (g), (l) and (r), an employee who has had less than three years' experience; in the case of an employee referred to in clause 4 (1) (h) and (q), an employee who has had less than two and one-half years' experience; in the case of an employee referred to in clause 4 (1) (o) and (p), an employee who has had less than two years' experience and in the case of an employee referred to in clause 4 (1) (j), (k), (m) and (n), an employee who has had less than one year's experience;

"machine serviceman" means an employee engaged in adjusting and/or maintaining machines and boilers in good repair;

"machinist" means an employee who performs any operation by sewing and/or linking and/or cup seaming machines and includes a tailor;

"male labourer" means a male employee engaged wholly or mainly in one or more of the following occupations:

- (a) Cleaning premises, vehicles or machines;
- (b) loading or unloading goods;
- (c) carrying goods or stacking;
- (d) packing goods for despatch or delivery, nailing up packing cases or sewing up bales;
- (e) delivering letters, messages or goods on foot or by means of a foot or hand propelled vehicle;
- (f) making or maintaining fires or removing refuse or ashes;
- (g) mixing rubber solutions for rubberized garments;
- (h) fixing machine belts;
- (i) lubricating machines;

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

"marker-in" means an employee engaged in marking in or chalking around outlines of garments or "lays" of garments from patterns provided by the employer and who may cut out garments or "lay-ups" of garments by electric, hand or band-knife or by shears;

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

"occupier" means the person having the general management and control of the workshop, and if there are two or more such persons, includes all such persons;

"part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition "driving a

(29) vlekke, merke of vreemde stof van materiaal en/of garingrade verwyder;

(30) voltooië kledingstukke met 'n handstrykyster oorstrik nadat dit deur 'n perser in die kleinkinder- en kinderafdeling gepers is;

(31) kappierende omkeer en pers;

(32) die rande van kraagbelegsels, gordels, mansjette, klappe, sakke en/of oorklappe met die hand of 'n masjien omdraai of omkeer en kledingstukke of dele daarvan omkeer;

(33) moue of broeke omkeer;

(34) onderperser;

(35) plastiekklerasie aanmekaarsmelt;

"gradeerder" 'n werknemer wat patrone van enige materiaal van 'n hoofpatroon en volgens die vereistes of opdragte aan hom gegee volgens verskillende groottes gradeer;

"breiseksie" daardie seksie van die Klerasienuwerheid waarin werkgewers en werknemers merkwerk en/of snywerk en/of alle daaropvolgende prosesse of werksaamhede onderneem wat verrig word in verband met die vervaardiging van alle klasse gebreide kledingstukke, uitgesonderd ten volle gefatsoeneerde kledingstukke en kouse. Vir die doel van hierdie omskrywing beteken "ten volle gefatsoeneerde kledingstukke" dié kledingstukke en/of samestellende dele daarvan wat ten volle gefatsoeneer word op 'n breimasjien, en sodanige kledingstukke en/of samestellende dele daarvan word geag geen merk- of snywerk of enige van die daaropvolgende prosesse of werksaamhede te vereis nie;

"uurloon" die totale weekloon gedeel deur 42;

"laagmaker" 'n werknemer wat materiaal in lae rangskik voordat dit gesny en/of met poeier bestuif word deur middel van geperforeerde patrone en/of dele van kledingstukke opmekeer pak en/of buitelyne spreid op patrone wat vooraf uitgelê is en/of deurslagpapier op 'n laag plaas;

"leerling" in die geval van 'n werknemer bedoel in klousule 4 (1) (a), (b), (d) en (i), 'n werknemer met minder as vyf jaar ondervinding; in die geval van 'n werknemer bedoel in klousule 4 (1) (c), (e), (f), (g), (l) en (r), 'n werknemer met minder as drie jaar ondervinding; in die geval van 'n werknemer bedoel in klousule 4 (1) (h) en (q), 'n werknemer met minder as twee en 'n half jaar ondervinding; in die geval van 'n werknemer bedoel in klousule 4 (1) (o) en (p), 'n werknemer met minder as twee jaar ondervinding en die geval van 'n werknemer bedoel in klousule 4 (1) (j), (k), (m) en (n), 'n werknemer met minder as een jaar ondervinding;

"masjiendiensman" 'n werknemer wat masjiene en ketels in 'n werkende toestand hou en verstel;

"masjienwerker" 'n werknemer wat 'n werksaamheid deur middel van 'n naaimasjien en/of luslasmassjien en/of keëllasmassjien verrig, en ook 'n kleremaker;

"manlike arbeider" 'n manlike werknemer wat geheel en al of hoofsaaklik een of meer van die volgende beroepe beoefen:

- (a) Persele, voertuie of masjiene skoonmaak;
- (b) goedere op- of aflaa;
- (c) goedere dra of opstapel;
- (d) goedere vir versending of aflewering verpak, pakkiste toespyker of bale toewerk;
- (e) briewe, boodskappe of goedere te voet of met 'n voet- of handaangedrewe voertuig aflewer;
- (f) vure maak en in stand hou of afval of as verwyder;
- (g) rubberoplossings meng vir kledingstukke met rubberafwerking;
- (h) masjiendryfbande herstel;
- (i) masjiene smeer;

"merk" die afmerk van die posisie van sakke, knope, knoops-gate, lissies, hegstukke, pyl-nate, some, omslae en dergelyke voorbereidingswerk vir verdere werksaamhede;

"merker" 'n werknemer wat die buitelyne van kledingstukke of lae kledingstukke afmerk deur middel van patrone wat deur die werkgewer verskaf word en wat ook kledingstukke of lae kledingstukke met 'n elektriese, hand- of bandmes of 'n skêr mag uitsny;

"motorvoertuigbestuurder" of "bestuurder van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie omskrywing beteken "n motorvoertuig bestuur" ook alle tydperke waarin daar bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die motorvoertuig of die vraag en alle tydperke waarin hy op sy pos moet bly, gereed om te bestuur;

"okkupeerder" die persoon wat belas is met die algemene bestuur van en beheer oor die werkwinkel, en as daar twee of meer sodanige persone is, word al sodanige persone bedoel;

"deelytse bestuurder van 'n motorvoertuig" 'n werknemer wat gewoonlik ander werksaamhede verrig as om 'n motorvoertuig te bestuur maar wat op meer as twee dae in 'n week wel 'n motorvoertuig bestuur vir altesaam hoogstens drie uur op sodanige dag, en vir die toepassing van hierdie omskrywing beteken "n motorvoertuig bestuur" ook alle tydperke waarin daar bestuur word en

motor vehicle" includes all periods of driving and any time spent by the driver while in charge of the vehicle or on work connected with the vehicle or the load;

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

"plain-sewer" means an employee engaged on performing one or more of the following operations by hand:

- (a) Felling linings or seams already basted into position;
- (b) felling necks, shoulders or arm-holes;
- (c) felling waistband linings or parts thereof;

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

"presser" means an employee engaged in pressing completed garments by hand or machine;

"progress examiner" means an employee, other than a checker in the knitting section, engaged in examination for quality requirements of portions of or components of or uncompleted garments;

"qualified" means, in the case of an employee referred to in clause 4 (1) (a), (b), (d) and (i), an employee who has had not less than five years' experience; in the case of an employee referred to in clause 4 (1), (c), (e), (f), (g) (l) and (r), an employee who has had not less than three years' experience; in the case of an employee referred to in clause 4 (1) (h) and (q), an employee who has had not less than two and-a-half years' experience; in the case of an employee referred to in clause (4) (1) (o) and (p), an employee who has had not less than two years' experience and in the case of an employee referred to in clause 4 (1) (j), (k), (m) and (n), an employee who has had not less than one year's experience;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of supplies, or a breakdown of plant or machinery or breakdown or threatened breakdown of buildings;

"steam box pleater" means an employee engaged on one or more of the following duties:

- (1) Putting material between two paper looms (formers) and preparing for steambox in hand or loom pleating process;
- (2) putting prepared formers in steambox and taking them out again in hand or loom pleating process;
- (3) taking material out of looms in hand or loom pleating process;
- (4) guiding material with paper through automatic pleating machine;

"tailor" means an employee engaged in all hand or machine operations relating to the production of men's outerwear, excluding the operations referred to in the definition of "plain-sewer";

"tea maker" means an employee engaged in making tea or similar beverages and who may wash cups, saucers and kitchen utensils and who may be responsible for cleaning the kitchen and/or rest rooms;

"under-presser" means an employee, other than a presser, engaged in pressing processes during the course of manufacture;

"unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor cycle, motor scooter or autocycle fitted with an auxillary engine, with an engine capacity exceeding 50 cc the unladen weight shall be deemed not to exceed 1 000 lb;

"wage" means the amount payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 9; provided—

(i) that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause (4) (1), it means such higher amount;

(ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 5, received over and above the amount which he would have received if he had not been employed on such a basis;

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

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

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

alle tyd deur die bestuurder bestee terwyl hy vir die voertuig verantwoordelik is of bestee aan werk in verband met die voertuig of die vrag;

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

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

- (a) Voerings of some wat reeds op hul plek vasgeryg is, plat stik;
- (b) krae, skouers of armholtes plat stik;
- (c) lyfbandvoerings of dele daarvan plat stik;

"premies", sonder om die gewone betekenis van die woord enigerwyse te beperk, enige teenprestasie, van watter aard ook al, wat vir die opleiding van 'n werknemer gelewer word;

"perser" 'n werknemer wat voltooië kledingstukke met die hand of 'n masjien pers;

"vorderingsondersoeker" 'n werknemer, uitgesonderd 'n nasienner in die breiseksie, wat vir gehaltevereistedoelendes gedeeltes van of komponente van of onvoltooide kledingstukke ondersoek; "gekwalifiseer", in die geval van 'n werknemer gemeld in klousule 4 (1) (a), (b), (d) en (i), 'n werknemer met minstens vyf jaar ondervinding; in die geval van 'n werknemer gemeld in klousule 4 (1) (c), (e), (f), (g), (l) en (r), 'n werknemer met minstens drie jaar ondervinding; in die geval van 'n werknemer gemeld in klousule 4 (1) (h) en (q), 'n werknemer met minstens twee en 'n half jaar ondervinding; in die geval van 'n werknemer gemeld in klousule 4 (1) (o) en (p), 'n werknemer met minstens twee jaar ondervinding en in die geval van 'n werknemer gemeld in klousule 4 (1) (j), (k), (m) en (n), 'n werknemer met minstens een jaar ondervinding;

"korttyd" 'n tydelike vermindering van die getal gewone werke van weë 'n slapte in die handel, 'n tekort aan voorrade of 'n stopsetting van die installasies of masjinerie of 'n dreigende instorting van geboue;

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

- (1) Materiaal tussen twee papierweefgetoue (vormers) plaas en vir die stoomkas voorberei in die plooiproses met die hand of weefgetou;
- (2) bereide vormers in stoomkas plaas en hulle weer uithaal in die plooiproses met die hand of weefgetou;
- (3) materiaal van die weefgetoue af verwyder in die plooi-proses met die hand of weefgetou;
- (4) materiaal met papier deur die outomatiese plooi-masjien lei;

"kleremaker" 'n werknemer wat alle hand- of masjienwerk verrig in verband met die vervaardiging van boklere vir mans, uitgesonderd die werksaamhede genoem in die omskrywing van "gewone naaldwerker";

"teekamer" 'n werknemer wat tee of dergelyke drank berei en wat koppies, pierings en kombuisgerei mag was en wat verantwoordelik mag wees vir die skoonmaak van die kombuis en/of ruskamers;

"onderperser" 'n werknemer, uitgesonderd 'n perser, wat perswerk gedurende 'n vervaardigingsproses verrig;

"onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos aangeteken in 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat regtens daartoe gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik; met dien verstande dat in die geval van 'n twee- of driewielige motorfiets, bromponie of outofiets of fiets met 'n hulpmotor van meer as 50 cc, die onbelaste gewig geag word nie meer as 1 000 lb te wees nie;

"loon" die bedrag ingevolge klousule 4 (1) aan 'n werknemer betaalbaar ten opsigte van sy gewone werke soos voorgeskryf in klousule 9; Met dien verstande dat—

(i) indien 'n werkgewer gereeld 'n bedrag wat groter is as wat in klousule (4) (1) voorgeskryf word, ten opsigte van sodanig gewone werke aan 'n werknemer betaal, dit sodanige groter bedrag beteken;

(ii) die eerste voorbehoudsbepaling nie so opgevat moet word nie dat dit na enige besoldiging verwys of dit insluit, wat 'n werknemer wat op enige grondslag in klousule 5 bepaal, in diens is, ontvang het bo en behalwe die bedrag wat hy sou ontvang het indien hy nie op sodanige grondslag in diens was nie;

"wag" 'n werknemer wat 'n perseel of eiendom bewaak;

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

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

4. WAGES

(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employee shall be as set out hereunder:

4. LONE

(1) Die minimum loon wat 'n werkgever aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is soos volg:

	Magisterial Districts of Port Elizabeth and East London, during the period from the date on which this agreement comes into operation until 31 July 1972	Magisterial District of King William's Town, during the period from the date on which this agreement comes into operation until 31 July 1972	Magisterial Districts of Port Elizabeth and East London, during the period 1 August 1972 until 31 July 1973	Magisterial District of King William's Town, during the period 1 August 1972 until 31 July 1973
	Wage per week R	Wage per week R	Wage per week R	Wage per week R
(a) Designer:				
Qualified.....	52,50	47,25	54,00	48,60
Learners:				
First 26 weeks.....	8,19	7,38	8,19	7,38
Second 26 weeks.....	9,63	8,67	9,63	8,67
Third 26 weeks.....	12,20	10,98	12,20	10,98
Fourth 26 weeks.....	15,00	13,50	15,00	13,50
Fifth 26 weeks.....	12,75	16,88	18,75	16,88
Sixth 26 weeks.....	22,50	20,25	22,50	20,25
Seventh 26 weeks.....	26,26	23,64	26,26	23,64
Eighth 26 weeks.....	30,00	27,00	30,00	27,00
Ninth 26 weeks.....	33,76	30,39	33,76	30,39
Tenth 26 weeks.....	42,00	37,80	44,00	39,60
(b) Grader, male:				
Qualified.....	33,00	29,70	34,00	30,60
Learners:				
First 26 weeks.....	6,16	5,55	6,16	5,55
Second 26 weeks.....	6,51	5,86	6,51	5,86
Third 26 weeks.....	7,35	6,62	7,35	6,62
Fourth 26 weeks.....	8,57	7,72	8,57	7,72
Fifth 26 weeks.....	10,84	9,76	10,84	9,76
Sixth 26 weeks.....	13,80	12,43	13,80	12,43
Seventh 26 weeks.....	20,15	18,15	20,15	18,15
Eighth 26 weeks.....	22,47	20,23	22,47	20,23
Ninth 26 weeks.....	25,12	22,61	25,12	22,61
Tenth 26 weeks.....	28,07	25,27	28,07	25,27
(c) Grader, female:				
Qualified.....	21,75	19,58	22,47	20,23
Learners:				
First 26 weeks.....	6,16	5,55	6,16	5,55
Second 26 weeks.....	6,72	6,05	6,72	6,05
Third 26 weeks.....	7,98	7,19	7,98	7,19
Fourth 26 weeks.....	9,87	8,89	10,08	9,08
Fifth 26 weeks.....	12,60	11,34	13,23	11,91
Sixth 26 weeks.....	16,80	15,12	17,85	16,07
(d) Marker-in, male:				
Qualified.....	31,50	28,35	32,76	29,49
Learners:				
First 26 weeks.....	6,16	5,55	6,16	5,55
Second 26 weeks.....	6,51	5,86	6,51	5,86
Third 26 weeks.....	7,35	6,62	7,35	6,62
Fourth 26 weeks.....	8,40	7,56	8,40	7,56
Fifth 26 weeks.....	10,32	9,27	10,32	9,29
Sixth 26 weeks.....	13,14	11,83	13,14	11,83
Seventh 26 weeks.....	19,19	17,28	19,19	17,28
Eighth 26 weeks.....	21,40	19,26	21,40	19,26
Ninth 26 weeks.....	23,92	21,53	23,92	21,53
Tenth 26 weeks.....	26,73	24,06	26,88	24,20
(e) Marker-in, female:				
Qualified.....	20,75	18,68	21,42	19,28
Learners:				
First 26 weeks.....	6,16	5,55	6,16	5,55
Second 26 weeks.....	6,72	6,05	6,72	6,05
Third 26 weeks.....	7,98	7,19	7,98	7,19
Fourth 26 weeks.....	9,87	8,89	10,08	9,08
Fifth 26 weeks.....	12,60	11,34	12,81	11,53
Sixth 26 weeks.....	16,38	14,75	16,80	15,12
(f) Cutter-out, male:				
Qualified.....	20,75	18,68	21,42	19,28
Learners:				
First 26 weeks.....	6,16	5,55	6,16	5,55
Second 26 weeks.....	6,72	6,05	6,72	6,05
Third 26 weeks.....	7,98	7,19	7,98	7,19
Fourth 26 weeks.....	9,87	8,89	10,08	9,08
Fifth 26 weeks.....	12,60	11,34	12,81	11,53
Sixth 26 weeks.....	16,38	14,75	16,80	15,12

	Magisterial Districts of Port Elizabeth and East London, during the period from the date on which this agreement comes into operation until 31 July 1972	Magisterial District of King William's Town, during the period from the date on which this agreement comes into operation until 31 July 1972	Magisterial Districts of Port Elizabeth and East London, during the period 1 August 1972 until 31 July 1973	Magisterial District of King William's Town, during the period 1 August 1972 until 31 July 1973
	Wage per week	Wage per week	Wage per week	Wage per week
	R	R	R	R
(g) Cutter-out, female:				
Qualified.....	16,28	14,66	16,80	15,12
Learners:				
First 26 weeks.....	6,16	5,55	6,16	5,55
Second 26 weeks.....	6,25	5,63	6,25	5,63
Third 26 weeks.....	6,65	5,99	6,65	5,99
Fourth 26 weeks.....	8,00	7,20	8,20	7,38
Fifth 26 weeks.....	10,29	9,27	10,50	9,45
Sixth 26 weeks.....	12,39	11,16	12,81	11,53
(h) Layer-up:				
Qualified.....	11,02	9,92	11,34	10,21
Learners:				
First 26 weeks.....	6,16	5,55	6,16	5,55
Second 26 weeks.....	6,25	5,63	6,25	5,63
Third 26 weeks.....	6,65	5,99	6,65	5,99
Fourth 26 weeks.....	8,00	7,20	8,20	7,38
Fifth 26 weeks.....	9,66	8,70	10,20	9,18
(i) Machinists, male, pressers, male, fitters and/or trimmers, male, machine serviceman and factory clerk, male, and embroidery machinist, male:				
Qualified.....	19,32	17,39	19,95	17,96
Learners:				
First 26 weeks.....	6,16	5,55	6,16	5,55
Second 26 weeks.....	6,51	5,86	6,51	5,86
Third 26 weeks.....	6,93	6,24	6,93	6,24
Fourth 26 weeks.....	7,56	6,81	7,56	6,81
Fifth 26 weeks.....	8,79	7,92	8,79	7,92
Sixth 26 weeks.....	10,05	9,05	10,05	9,05
Seventh 26 weeks.....	11,31	10,18	11,31	10,18
Eighth 26 weeks.....	12,56	11,31	12,60	11,34
Ninth 26 weeks.....	14,07	12,67	14,70	13,23
Tenth 26 weeks.....	16,38	14,75	17,22	15,50
(j) Examiner, male:				
Qualified.....	19,32	17,39	19,95	17,96
Learners:				
First 26 weeks.....	14,70	13,23	14,70	13,23
Second 26 weeks.....	16,17	14,56	16,80	15,12
(k) Examiner, female:				
Qualified.....	13,86	12,48	14,49	13,05
Learners:				
First 26 weeks.....	10,92	9,83	10,92	9,83
Second 26 weeks.....	12,18	10,97	12,81	11,53
(l) Machinists, female, pressers, female, fitters and/or trimmers, female, factory clerks and embroidery machinists, female:				
Qualified.....	13,50	12,15	14,00	12,60
Learners:				
First 26 weeks.....	6,16	5,55	6,16	5,55
Second 26 weeks.....	6,25	5,63	6,25	5,63
Third 26 weeks.....	6,65	5,99	6,65	5,99
Fourth 26 weeks.....	8,00	7,20	8,20	7,38
Fifth 26 weeks.....	9,50	8,55	9,75	8,78
Sixth 26 weeks.....	11,00	9,90	11,25	10,13
(m) Progress examiner:				
Qualified.....	13,50	12,15	14,00	12,60
Learners:				
First 26 weeks.....	9,45	8,51	9,45	8,51
Second 26 weeks.....	10,92	9,83	11,55	10,40
(n) Despatcher:				
Qualified.....	13,20	11,88	13,65	12,29
Learners:				
First 26 weeks.....	9,75	8,78	9,75	8,78
Second 26 weeks.....	10,92	9,83	11,55	10,40
(o) Checkers in the knitting section:				
Qualified.....	10,50	9,45	11,00	9,90
Learners:				
First 26 weeks.....	6,16	5,55	6,16	5,55
Second 26 weeks.....	6,25	5,63	6,25	5,63
Third 26 weeks.....	6,65	5,99	6,65	5,99
Fourth 26 weeks.....	8,50	7,65	8,75	7,88

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	Landdrosdistrikte Port Elizabeth en Oos-Londen, ge- durende tydperk waarop Ooreenkoms in werking tree tot 31 Julie 1972	Landdrosdistrik King William's Town, gedurende tydperk waarop Ooreenkoms in werking tree tot 31 Julie 1972	Landdrosdistrikte Port Elizabeth en Oos-Londen, ge- durende tydperk 1 Augustus 1972 tot 31 Julie 1973	Landdrosdistrik King William's Town, gedurende tydperk 1 Augustus 1972 tot 31 Julie 1973
	Loon per week R	Loon per week R	Loon per week R	Loon per week R
(b) Gradeerder, man:				
Gekwalifiseer.....	33,00	29,70	34,00	30,60
Leerlinge:				
Eerste 26 weke.....	6,16	5,55	6,16	5,55
Tweede 26 weke.....	6,51	5,86	6,51	5,86
Derde 26 weke.....	7,35	6,62	7,35	6,62
Vierde 26 weke.....	8,57	7,72	8,57	7,72
Vyfde 26 weke.....	10,84	9,76	10,84	9,76
Sesde 26 weke.....	13,80	12,43	13,80	12,43
Sewende 26 weke.....	20,15	18,15	20,15	18,15
Agtste 26 weke.....	22,47	20,23	22,47	20,23
Negende 26 weke.....	25,12	22,61	25,12	22,61
Tiende 26 weke.....	28,07	25,27	28,07	25,27
(c) Gradeerde, vrou:				
Gekwalifiseer.....	21,75	19,58	22,47	20,23
Leerlinge:				
Eerste 26 weke.....	6,16	5,55	6,16	5,55
Tweede 26 weke.....	6,72	6,05	6,72	6,05
Derde 26 weke.....	7,98	7,19	7,98	7,19
Vierde 26 weke.....	9,87	8,89	10,08	9,08
Vyfde 26 weke.....	12,60	11,34	13,23	11,91
Sesde 26 weke.....	16,80	15,12	17,85	16,07
(d) Merker, man:				
Gekwalifiseer.....	31,50	28,35	32,76	29,49
Leerlinge:				
Eerste 26 weke.....	6,16	5,55	6,16	5,55
Tweede 26 weke.....	6,51	5,86	6,51	5,86
Derde 26 weke.....	7,35	6,62	7,35	6,62
Vierde 26 weke.....	8,40	7,56	8,40	7,56
Vyfde 26 weke.....	10,32	9,27	10,32	9,29
Sesde 26 weke.....	13,14	11,83	13,14	11,83
Sewende 26 weke.....	19,19	17,28	19,19	17,28
Agtste 26 weke.....	21,40	19,26	21,40	19,26
Negende 26 weke.....	23,92	21,53	23,92	21,53
Tiende 26 weke.....	26,73	24,06	26,88	24,20
(e) Merker, vrou:				
Gekwalifiseer.....	20,75	18,68	21,42	19,28
Leerlinge:				
Eerste 26 weke.....	6,16	5,55	6,16	5,55
Tweede 26 weke.....	6,72	6,05	6,72	6,05
Derde 26 weke.....	7,98	7,19	7,98	7,19
Vierde 26 weke.....	9,87	8,89	10,08	9,08
Vyfde 26 weke.....	12,60	11,34	12,81	11,53
Sesde 26 weke.....	16,38	14,75	16,80	15,12
(f) Snyer, man:				
Gekwalifiseer.....	20,75	18,68	21,42	19,28
Leerlinge:				
Eerste 26 weke.....	6,16	5,55	6,16	5,55
Tweede 26 weke.....	6,72	6,05	6,72	6,05
Derde 26 weke.....	7,98	7,19	7,98	7,19
Vierde 26 weke.....	9,87	8,89	10,08	9,08
Vyfde 26 weke.....	12,60	11,34	12,81	11,53
Sesde 26 weke.....	16,38	14,75	16,80	15,12
(g) Snyer, vrou:				
Gekwalifiseer.....	16,28	14,66	16,80	15,12
Leerlinge:				
Eerste 26 weke.....	6,16	5,55	6,16	5,55
Tweede 26 weke.....	6,25	5,63	6,25	5,63
Derde 26 weke.....	6,65	5,99	6,65	5,99
Vierde 26 weke.....	8,00	7,20	8,20	7,38
Vyfde 26 weke.....	10,29	9,27	10,50	9,45
Sesde 26 weke.....	12,39	11,16	12,81	11,53
(h) Laagmaker:				
Gekwalifiseer.....	11,02	9,92	11,34	10,21
Leerlinge:				
Eerste 26 weke.....	6,16	5,55	6,16	5,55
Tweede 26 weke.....	6,25	5,63	6,25	5,63
Derde 26 weke.....	6,65	5,99	6,65	5,99
Vierde 26 weke.....	8,00	7,20	8,20	7,38
Vyfde 26 weke.....	9,66	8,70	10,20	9,18

	Landdrosdistrikte Port Elizabeth en Oos-Londen, ge- durende tydperk waarop Ooreenkoms in werking tree tot 31 Julie 1972	Landdrosdistrik King William's Town, gedurende tydperk waarop Ooreenkoms in werking tree tot 31 Julie 1972	Landdrosdistrikte Port Elizabeth en Oos-Londen, ge- durende tydperk 1 Augustus 1972 tot 31 Julie 1973	Landdrosdistrik King William's Town, gedurende tydperk 1 Augustus 1972 tot 31 Julie 1973
	Loon per week R	Loon per week R	Loon per week R	Loon per week R
(i) Masjienwerker, man, Perser, man: Passer en/of afwerker, man: Masjiendiensman en fabrieksklerk, man en borduur-masjienwerker, man:				
Gekwalifiseer.....	19,32	17,39	19,95	17,96
Leerlinge:				
Eerste 26 weke.....	6,16	5,55	6,16	5,55
Tweede 26 weke.....	6,51	5,86	6,51	5,86
Derde 26 weke.....	6,93	6,24	6,93	6,24
Vierde 26 weke.....	7,56	6,81	7,56	6,81
Vyfde 26 weke.....	8,79	7,92	8,79	7,92
Sesde 26 weke.....	10,05	9,05	10,05	9,05
Sewende 26 weke.....	11,31	10,18	11,31	10,18
Agtste 26 weke.....	12,56	11,31	12,60	11,34
Negende 26 weke.....	14,07	12,67	14,70	13,23
Tiende 26 weke.....	16,38	14,75	17,22	15,50
(j) Ondersoeker, man:				
Gekwalifiseer.....	19,32	17,39	19,95	17,96
Leerlinge:				
Eerste 26 weke.....	14,70	13,23	14,70	13,23
Tweede 26 weke.....	16,17	14,56	16,80	15,12
(k) Ondersoeker, vrou:				
Gekwalifiseer.....	13,86	12,48	14,49	13,05
Leerlinge:				
Eerste 26 weke.....	10,92	9,83	10,92	9,83
Tweede 26 weke.....	12,18	10,97	12,81	11,53
(l) Masjienwerker, vrou: Perser, vrou: Passer en/of afwerker, vrou, fabrieksklerk, vrou en borduur-masjienwerker, vrou:				
Gekwalifiseer.....	13,50	12,15	14,00	12,60
Leerlinge:				
Eerste 26 weke.....	6,16	5,55	6,16	5,55
Tweede 26 weke.....	6,25	5,63	6,25	5,63
Derde 26 weke.....	6,65	5,99	6,65	5,99
Vierde 26 weke.....	8,00	7,20	8,20	7,38
Vyfde 26 weke.....	9,50	8,55	9,75	8,78
Sesde 26 weke.....	11,00	9,90	11,25	10,13
(m) Vorderingsondersoeker:				
Gekwalifiseer.....	13,50	12,15	14,00	12,60
Leerlinge:				
Eerste 26 weke.....	9,45	8,51	9,45	8,51
Tweede 26 weke.....	10,92	9,83	11,55	10,40
(n) Versender:				
Gekwalifiseer.....	13,20	11,88	13,65	12,29
Leerlinge:				
Eerste 26 weke.....	9,75	8,78	9,75	8,78
Tweede 26 weke.....	10,92	9,83	11,55	10,40
(o) Nasieners in die breiafdeling:				
Gekwalifiseer.....	10,50	9,45	11,00	9,90
Leerlinge:				
Eerste 26 weke.....	6,16	5,55	6,16	5,55
Tweede 26 weke.....	6,25	5,63	6,25	5,63
Derde 26 weke.....	6,65	5,99	6,65	5,99
Vierde 26 weke.....	8,50	7,65	8,75	7,88
(p) Algemene werkers:				
Gekwalifiseer.....	9,66	8,70	10,20	9,18
Leerlinge:				
Eerste 26 weke.....	6,16	5,55	6,16	5,55
Tweede 26 weke.....	6,25	5,63	6,25	5,63
Derde 26 weke.....	6,65	5,99	6,65	5,99
Vierde 26 weke.....	8,00	7,20	8,20	7,38
(q) Stoomkasplooiër:				
Gekwalifiseer.....	14,07	12,67	14,70	12,67
Leerlinge:				
Eerste 26 weke.....	6,16	5,55	6,16	5,55
Tweede 26 weke.....	6,25	5,63	6,25	5,63
Derde 26 weke.....	6,65	5,99	6,65	5,99
Vierde 26 weke.....	8,61	7,75	9,03	8,13
Vyfde 26 weke.....	11,13	10,02	11,76	10,59
(r) Gewone naaldwerker:				
Gekwalifiseer.....	11,00	9,90	11,20	10,08
Leerlinge:				
Eerste 26 weke.....	6,16	5,55	6,16	5,55
Tweede 26 weke.....	6,25	5,63	6,25	5,63
Derde 26 weke.....	6,65	5,99	6,65	5,99
Vierde 26 weke.....	7,43	6,69	7,43	6,69
Vyfde 26 weke.....	8,40	7,56	8,61	7,75
Sesde 26 weke.....	9,45	8,51	9,87	8,89

	Landdrosdistrikte Port Elizabeth en Oos-Londen, ge- durende tydperk waarop Ooreenkoms in werking tree tot 31 Julie 1972	Landdrosdistrik King William's Town, gedurende tydperk waarop Ooreenkoms in werking tree tot 31 Julie 1972	Landdrosdistrikte Port Elizabeth en Oos-Londen, ge- durende tydperk 1 Augustus 1972 tot 31 Julie 1973	Landdrosdistrik King William's Town, gedurende tydperk 1 Augustus 1972 tot 31 Julie 1973
	Loon per week R	Loon per week R	Loon per week R	Loon per week R
(s) Arbeider, man.....	11,60	10,44	12,00	10,80
(t) Arbeider, vrou.....	9,40	8,46	9,75	8,78
(u) Teemaker.....	9,40	8,46	9,75	8,78
(v) Wag.....	13,75	12,38	14,00	12,60
(w) Motorvoertuigbestuurder:				
(i) Bestuurder van 'n motorvoertuig waar- van die onbelaste gewig—				
(a) hoogstens 1 000 lb is.....	13,00	11,70	13,50	12,15
(b) meer as 1 000 lb maar hoogstens 6 000 lb is.....	16,00	14,40	16,50	14,85
(c) meer as 6 000 lb maar hoogstens 10 000 lb is.....	19,50	17,55	20,25	18,23
(d) meer as 10 000 lb is.....	26,00	23,40	27,00	24,30
(ii) Deelydse motorvoertuigbestuurder....	12,00	10,80	12,50	11,25

(x) Notwithstanding the definition of "experience" in clause 3—

(i) an employer engaged in one of the following sections of the industry:

Rainwear section; men's outerwear section; women's outerwear section; men's or women's underwear section; infants' and children's clothing section; workwear section;

may when engaging a qualified machinist whose previous experience was gained in one or more of the other sections specified, pay to such machinist a commencing wage of one notch below that to which he is entitled and thereafter to progress him according to the learnership scale, applicable to machinists; provided such machinist shall be paid the wage of a qualified machinist as soon as such machinist is again engaged in the section in which the previous experience was gained.

For the purpose of this paragraph "workwear section" means that section of the industry in which boilersuits, overalls, dust-coats, waiters' jackets and office jackets are manufactured;

(ii) when an employer transfers an employee in any category to another category for which a higher wage is prescribed he shall pay such employee for the first 26 weeks not less than the wage he was receiving or entitled to receive in such first-named category and shall thereafter pay him in accordance with the scale of wages for employees in the category to which such employee was transferred commencing at the next highest notch.

(2) Notwithstanding anything to the contrary contained herein, an employee who, at the date on which this Agreement comes into force, is in receipt of a wage higher than that prescribed for the class of work on which he is engaged, shall be paid an additional amount of remuneration equivalent to the difference between the wage prescribed in the Agreement published under Government Notice R. 706, dated 26 April 1968, and the wage prescribed in this Agreement for the class of work on which he is employed, provided that the provisions of this subclause shall not apply to designers, labourers, tea makers, factory clerks, examiners and progress examiners.

(3) Nothing in this Agreement shall operate to reduce the wage which was being paid to an employee at any time prior to or at the date of coming into operation of this Agreement.

(4) Notwithstanding the fact that the ordinary hours of work in any establishment are less than 42 in any week, the full minimum weekly remuneration, shall, save for any deductions permitted under clauses (6) (1) and 7 (3) of this Agreement, be paid to each employee.

(5) An employee who is required to work his normal shift between the hours of 10 p.m. and 6 a.m. on any day shall be deemed to be on night work, and shall be paid not less than his ordinary wage in respect of the total period so worked plus 10 per cent.

5. INCENTIVE BONUS AND/OR CONVEYOR BELT

(1) An incentive bonus scheme and/or conveyor belt may be worked in any establishment by mutual agreement between the management, representatives of the trade union and the employees concerned and may be altered only by mutual Agreement between

(x) Ondanks die omskrywing van "ondervinding" in klousule 3—

(i) mag 'n werkgewer wat in een van die volgende afdelings in die Nywerheid betrokke is:

Reëndrag, boklere vir mans; boklere vir vrouens, onderklere vir mans en vrouens; kleinkinder- en kinderklere; en werkklere; wanneer hy 'n gekwalifiseerde masjienwerker wie se vorige ondervinding opgedoen is in een of meer van die ander afdelings hierbo genoem, in diens neem, sodanige masjienwerker 'n beginloon betaal wat een kerf laer is as dié waarop hy geregtig is en hom daarna 'n loonsverhoging toestaan volgens die leerlingskaal wat op masjienwerkers van toepassing is; met dien verstande dat sodanige masjienwerker die loon van 'n gekwalifiseerde masjienwerker betaal moet word sodra sodanige masjienwerker weer werksaam is in die afdeling waarin die vorige ondervinding opgedoen is.

Vir die toepassing van hierdie paragraaf beteken "afdeling werkklere" daardie afdeling van die nywerheid waarin ketelpakke, oorpakke, stofjasse, kelnabaadjies en kantoorbaadjies vervaardig word;

(ii) moet 'n werkgewer wat 'n werknemer uit een kategorie na 'n ander kategorie toe oorplaas waarvoor 'n hoër loon voorgeskryf word, sodanige werknemer vir die eerste 26 weke minstens die loon betaal wat hy ontvang het, of geregtig was om te ontvang in sodanige eersgenoemde kategorie, en hom daarna ooreenkomstig die loonskaal vir wewerknemers in die kategorie waarna sodanige werknemer oorgeplaas is, betaal, beginnende by die eersvolgende hoër kerf.

(2) Ondanks andersluidende bepalings hierin, moet 'n werknemer wat op die datum waarop hierdie Ooreenkoms van krag word, 'n hoër loon ontvang as dié wat vir die klas werk waarin hy werksaam is, voorgeskryf word, 'n addisionele bedrag aan besoldiging betaal word wat gelyk is aan die verskil tussen die loon voorgeskryf in die Ooreenkoms wat by Goewermentskennisgewing R. 706 van 26 April 1968 voorgeskryf is, en die loon wat in hierdie Ooreenkoms vir die klas werk waarin hy werksaam is, voorgeskryf word; met dien verstande dat die bepalings van hierdie klousule nie op ontwerpers, arbeiders, teemakers, fabrieksklerke, ondersoekers en vorderingsondersoekers van toepassing is nie.

(3) Geen bepaling in hierdie Ooreenkoms mag die loon wat te eniger tyd voor of op die datum van inwerkingtreeding van hierdie Ooreenkoms aan 'n werknemer betaal is, verlaag nie.

(4) Ondanks die feit dat die gewone werkkure in 'n bedryfsinrigting minder as 42 in 'n week is, moet die volle minimum weekloon, uitgesonderd die aftrekkings wat ooreenkomstig klousule 6 (1) en 7 (3) van hierdie Ooreenkoms toegelaat word, aan elke werknemer betaal word.

(5) 'n Werknemer van wie vereis word om sy gewone skof tussen die ure 10 nm. en 6 vm. op 'n dag te werk, word geag nagwerk te verrig en moet minstens sy gewone loon ten opsigte van die totale tydperk aldus gewerk, plus 10 persent betaal word.

5. AANSPORINGSBONUS EN/OF VERVOERBANDSTELSEL

(1) 'n Aansporingsbonusskema en/of vervoerbandstelsel mag in enige bedryfsinrigting ingevoer word by wyse van onderlinge ooreenkoms tussen die bestuur, verteenwoordigers van die vakvereniging en die betrokke werknemers en mag by wyse van

these parties. Such schemes may be terminated by either the employer or the trade union giving not less than one week's notice.

(2) Any dispute concerning the introduction or working of any scheme which cannot be settled in the factory by negotiation between the employer, the employees and the Trade Union officials shall be referred to the Council.

(3) An incentive bonus scheme may be introduced in respect of some of the employees employed in a particular section of an establishment provided that it shall be applied within a reasonable period after its commencement to all employees engaged in the production of the particular garment in respect of which the scheme has been introduced.

(4) Subject to the provisions of subclauses 6 (1) and 7 (3) such incentive wage scheme and/or conveyor belt shall enable an employee to earn at least 10 per cent in excess of the prescribed wage.

(5) A copy of the incentive bonus rates and subsequent alterations thereto, agreed upon and duly signed by the employer and the Secretary of the Trade Union, shall be filed with the Secretary of the Council and the employer shall keep a copy thereof posted in a conspicuous place readily accessible to his employees.

(6) When an employee is remunerated on an incentive bonus and/or conveyor belt basis, his ordinary rate of remuneration shall for the purpose of overtime in terms of clause 10 and annual leave and paid holidays, in terms of clause 13, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total earnings excluding overtime during the three months immediately preceding that date or during the total period of his employment on an incentive bonus basis by the employer concerned whichever is the shorter, by the number of hours worked, excluding overtime, during the period in respect of which such earnings were paid.

6. SHORT-TIME

(1) Where short-time is being or has been introduced in any establishment, an employee who attends at the establishment on any day shall, unless he has prior to such date received notice that his services will not be required on such day, be employed for at least half a day or be paid a day's remuneration in lieu thereof. For the purpose of this subsection "day's remuneration" shall mean the remuneration usually paid in respect of the hours constituting a full day's work (i.e. other than the usual short days in the establishment).

(2) Where short-time is being worked in any establishment the work shall be distributed as evenly as possible amongst the employees in each of the sections or departments concerned.

7. PAYMENT OF WAGES AND OVERTIME RATES

(1) Wages and all other amounts due to an employee shall be paid in cash weekly on Friday provided that where an employee's service does not terminate on the ordinary pay-day of the establishment concerned, any amounts due to him shall be paid immediately upon such termination.

(2) Wages and all other amounts due shall be placed in a sealed envelope on which shall be reflected, or which shall be accompanied by a slip or statement showing the name or number of the employee, the date of payment, total deductions made and the net amount of earnings contained therein. Entries on the said envelope or slip shall be made in ink or indelible pencil, or shall be a clear carbon copy.

(3) No deductions of any description shall be made from the amounts due to an employee; provided that—

(a) except where otherwise provided in this Agreement whenever an employee is absent from work otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;

(b) where the employer supplies the employees with tea, he may deduct from the wages of his employees the cost of such tea;

(c) with the written consent of the employee, deductions may be made by an employer for insurance or pension funds;

onderlinge ooreenkoms tussen hierdie partye verander word. So-danige skemas mag of deur die werkgewer of deur die vak-vereniging beëindig word deur minstens een week vooraf kennis te gee.

(2) Enige geskil oor die instelling of werking van 'n skema wat nie in die fabriek by wyse van onderhandeling tussen die werkgewer, die werknemers en die vakvereniging bygelê kan word nie, moet na die Raad verwys word.

(3) 'n Aansporingsbonusskema mag ingevoer word ten opsigte van party van die werknemers wat in 'n bepaalde afdeling van 'n bedryfsinrigting werksaam is; met dien verstande dat dit binne 'n redelike tydperk nadat dit ingevoer is, toegepas moet word op alle werknemers wat in diens geneem is vir die vervaardiging van die besondere kledingstuk ten opsigte waarvan die skema ingevoer is.

(4) Behoudens die bepalings van subklousules 6 (1) en 7 (3), moet sodanige aansporingsloonskema en/of vervoerbandstelsel 'n werknemer in staat stel om minstens 10 persent meer as die voorgeskrewe loon te verdien.

(5) 'n Kopie van die aansporingsbonusskema en latere wysigings daarvan, waarvoor daar ooreengekom is en wat behoorlik onder-teken is deur die werkgewer en die Sekretaris van die Vak-vereniging, moet by die Sekretaris van die Raad ingedien word, en die werkgewer moet 'n kopie daarvan opklap in 'n opvallende plek wat gereedelik toeganklik vir sy werknemers is.

(6) Wanneer 'n werknemer op 'n aansporingsbonus- en/of vervoerbandgrondslag besoldig word, moet sy gewone loon vir die doel van oortydbesoldiging ooreenkomstig die bepalings van klousule 10, en vir die doel van sy jaarlikse verlof en vakansie-dae met besoldiging ooreenkomstig klousule 13, bereken word asof hy per uur betaal word, en sodanige uurloon word op enige datum bepaal deur sy totale verdienste, uitgesonderd oortydver-dienste, gedurende die drie maande onmiddellik voor daardie datum of gedurende die totale tydperk van sy indiensneming op 'n aansporingsbonusgrondslag deur die betrokke werkgewer, naam-lik die tydperk wat die kortste is, te deel deur die getal ure gewerk, uitgesonderd oortydwerk, gedurende die tydperk ten opsigte waarvan sodanige verdienste betaal is.

6. KORTTYD

(1) Waar korttyd gewerk word of ingevoer is in 'n bedryfs-inrigting, moet 'n werknemer wat hom op enige dag by die bedryfs-inrigting aanmeld, vir minstens 'n half dag in diens geneem of 'n half dag se besoldiging in plaas daarvan betaal word tensy hy voor sodanige datum in kennis gestel is dat sy dienste nie op sodanige dag vereis sal word nie. Vir die toepassing van hierdie subklousule, beteken "dag se besoldiging" die besoldiging wat gewoonlik betaal word ten opsigte van die ure wat 'n volle werkdag uitmaak (d.w.s. nie die gewone kortdae in die bedryfs-inrigting nie).

(2) Waar korttyd in 'n bedryfsinrigting gewerk word, moet die werk so eweredig moontlik onder die werknemers in elkeen van die betrokke afdelings of departemente verdeel word.

7. BETALING VAN LONE EN OORTYDVERDIENSTE

(1) Lone en alle ander bedrae wat aan 'n werknemer verskul-dig is, moet weekliks, en wel op Vrydag, in kontant betaal word; met dien verstande dat waar 'n werknemer se diens nie op die gewone betaaldag van die betrokke bedryfsinrigting beëindig word nie, die bedrae wat aan hom verskuldig is, onmiddellik by sodanige beëindiging betaal moet word.

(2) Die lone en alle ander bedrae wat verskuldig is, moet geplaas word in 'n verseëlde kovert waarop, of wat vergesel gaan van 'n strook of staat waarop die naam of nommer van die werknemer, die datum van betaling, die totale bedrae wat afgetrek is en die netto bedrag van die verdienste in die kovert gemeld word. Die inskrywings op genoemde kovert of strook moet met ink of met 'n inktlood gemaak word of moet in die vorm van 'n duidelike deurslagkopie wees.

(3) Geen bedrae van watter aard ook al, mag die bedrae wat aan 'n werknemer verskuldig, getrek word nie; met dien verstande dat—

(a) behoudens andersluidende bepalings in hierdie Ooreen-koms, waar 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op die versoek van sy werkgewer, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde daarvan ontvang het, afgetrek mag word;

(b) waar die werkgewer die werknemer voorsien van tee, hy die koste van sodanige tee van die loon van sy werknemers mag aftrek;

(c) met die skriftelike toestemming van die werknemer, 'n werkgewer bedrae vir versekerings- of pensioenfondse mag aftrek;

(d) contributions to Council funds shall be deducted in terms of clause 20 of this Agreement;

(e) contributions to the Council's Sick Benefit Fund, Welfare Fund and Provident Fund may be deducted;

(f) with the written consent of the employee, deductions may be made by an employer for contributions to the funds of the trade union;

(g) the cost of scissors supplied to employees may be deducted in terms of clause 16 (2) of this Agreement;

(h) if owing to the stoppage of machinery, no work is available for an employee a pro rata deduction may be made by the employer from the remuneration of such employee only for the time lost which is in excess of two hours;

(i) any amount paid by an employer, compelled by any statutory law, ordinance or legal process to make payment on behalf of an employee, may be deducted;

(j) subject to the provisions of clause 6 (1), a deduction proportionate to the amount of short-time worked may be made;

(k) deductions in terms of clause 13 (9) (b) may be made;

(l) with the written consent of the employee, deductions may be made by the employer, to a maximum of one-sixth of the employee's remuneration for that week for purchases made from the employer and loans advanced by the employer; provided that the employee shall not be indebted to the employer for an amount exceeding seven working day's remuneration at any one time.

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

8. PROPORTION OR RATIO OF EMPLOYEES

(1) One male qualified employee shall be employed by an employer before a male learner may be employed by him and the number of male learners employed by him shall not exceed twice the number of male qualified employees employed by him.

For the purpose of this subclause a male learner receiving not less than the remuneration of a male qualified employee may be deemed to be a male qualified employee.

(2) One female qualified employee shall be employed by an employer before a female learner may be employed by him and the number of female learners employed by him shall not exceed three times the number of female qualified employees employed by him.

For the purpose of this subclause, a female learner receiving not less than the remuneration of a female qualified employee may be deemed to be a female qualified employee.

(3) One qualified marker-in shall be employed by an employer before a layer-up may be employed. Whenever any vacancy for a marker-in occurs in any establishment, the employer shall fill the vacancy from among the cutters-out in his employ provided such employee is suitable.

(4) One qualified presser shall be employed by an employer before an employee may be employed on—

- (i) the touching up of completed garments with a hand iron;
- (ii) underpressing.

9. HOURS OF WORK

(1) No employer shall require, nor shall he permit an employee—

(a) to work for more than 42 hours, excluding meal times, in any one week, which may however, be comprised of either a five or six-day working week; or

(b) to work on a Saturday, unless his establishment is working a six-day week;

(c) in establishments working a six-day week, to work later than 12.30 p.m. on Saturday; provided that the working hours performed from Monday to 12.30 p.m. Saturday (inclusive) do not exceed 42 in all; or

(d) to work on a Sunday without the permission of the Council;

(e) to work in a five-day week for more than eight and a half hours on any one day; provided that the working hours performed from Monday to Friday, inclusive, do not exceed 42 in all; or

(d) bydraes tot die fondse van die Raad ooreenkomstig klousule 20 van hierdie Ooreenkoms afgetrek moet word;

(e) bydraes tot die Raad se Siektebystandsfonds, Welsynsfonds en Voorsorgfonds afgetrek mag word;

(f) met die skriftelike toestemming van die werknemer, 'n werkgever bydraes tot die fondse van die vakvereniging mag afrek;

(g) die koste van skêre wat aan werknemers verskaf is, ooreenkomstig die bepalings van klousule 16 (2) van hierdie Ooreenkoms afgetrek mag word;

(h) indien daar, weens die stopsetting van masjinerie, geen werk vir 'n werknemer is nie, 'n pro rata-bedrag deur die werkgever van die besoldiging van sodanige werknemer afgetrek mag word slegs vir die verlore tyd wat langer as 2 uur is;

(i) enige bedrag wat 'n werkgever ingevolge 'n wetteregte- like bepaling, ordonnansie of regsproses namens 'n werknemer moet betaal, afgetrek mag word;

(j) behoudens klousule 6 (1), 'n bedrag wat eweredig is aan die hoeveelheid korttyd gewerk, afgetrek mag word;

(k) bedrae ooreenkomstig klousule 13 (9) (b) afgetrek mag word;

(l) met die skriftelike toestemming van die werknemer, die werkgever bedrae tot 'n maksimum van een sesde van die werknemer se besoldiging vir die bepaalde week mag aftrek ten opsigte van aankope van die werkgever gemaak en lenings deur die werkgever voorskiet; met dien verstande dat die werknemer te gener tyd meer as sewe werkdae se besoldiging aan die werkgever verskuldig mag wees nie.

(4) Waar werk in 'n bedryfsinrigting verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die werk- gewer in wie se bedryfsinrigting die werk verrig word, of sy ver- teenwoordiger, aan elke werknemer sy verdienste betaal.

8. GETALSVERHOUDING VAN WERKNEMERS

(1) 'n Werkgever moet een gekwalifiseerde manlike werknemer in sy diens hê voordat hy 'n manlike leerling in diens mag neem, en die getal manlike leerlinge wat hy in diens neem, mag nie meer wees nie as twee maal die getal manlike gekwalifiseerde werk- nemers wat in sy diens is.

Vir die toepassing van hierdie subklousule, mag 'n manlike leerling wat minstens die besoldiging van 'n manlike gekwalifi- seerde werknemer ontvang, geag word 'n manlike gekwalifiseerde werknemer te wees.

(2) 'n Werkgever moet een vroulike gekwalifiseerde werknemer in sy diens hê voordat hy 'n vroulike leerling in diens mag neem, en die getal vroulike leerlinge wat in sy diens is, mag nie meer wees nie as drie maal die getal vroulike gekwalifiseerde werk- nemers wat in sy diens is.

Vir die toepassing van hierdie subklousule, mag 'n vroulike leerling wat minstens die besoldiging van 'n vroulike gekwalifi- seerde werknemer ontvang, geag word 'n vroulike gekwalifiseer- de werknemer te wees.

(3) 'n Werkgever moet een gekwalifiseerde merker in sy diens hê voordat hy 'n laagmaker in diens mag neem. Wanneer daar 'n vakature vir 'n merker in 'n bedryfsinrigting ontstaan, moet die werkgever die vakature vul uit die gelede van die snyers wat in sy diens is, mits sodanige werknemer geskik is.

(4) 'n Werkgever moet een gekwalifiseerde perser in diens hê voor dat hy 'n werknemer in diens mag neem vir—

- (i) die afwerking van voltooide kledingstukke met 'n hand- strykyster;
- (ii) onderperswerk.

9. WERKURE

(1) Geen werkgever mag van 'n werknemer vereis of hom toe- laat—

(a) om vir meer as 42 uur, uitgesonderd etenstye, in 'n bepaalde week te werk nie, maar sodanige week mag uit 'n werkweek van 42 of vyf of ses dae bestaan; of

(b) op 'n Saterdag te werk nie tensy sy bedryfsinrigting ses dae per week werk;

(c) om in bedryfsinrigtings wat ses dae per week werk, later as 12.30 nm. op Saterdag te werk nie; met dien verstande dat die werkure van Maandag tot en met 12.30 nm. op Saterdag nie meer as altesaam 42 mag wees nie; of

(d) om sonder die toestemming van die Raad op 'n Sondag te werk nie;

(e) om in 'n werkweek van vyf dae vir meer as agt en 'n half uur op 'n bepaalde dag te werk nie; met dien verstande dat die werkure van Maandag tot en met Vrydag nie meer as altesaam 42 mag wees nie; of

(f) to work in a six-day week for more than—

(i) eight hours on any one day during the period Monday to Friday, inclusive;

(ii) two and a half hours or beyond the hours of 12.30 p.m. on a Saturday; or

(g) to work before 7.45 a.m. or after 6 p.m. during the period Monday to Friday, inclusive, or before 7.45 a.m. on Saturdays; or

(h) to work for a continuous period of more than five hours without an uninterrupted interval of—

(i) in the Magisterial District of Port Elizabeth, 45 minutes;

(ii) in the Magisterial Districts of King William's Town and East London, one hour;

for the purpose of this paragraph, periods of work interrupted by shorter intervals than those prescribed in subparagraphs (i) and (ii) shall be deemed to be continuous.

(2) A rest interval of not less than 15 minutes during which no work shall be performed, shall be allowed to each employee as nearly as practicable to the middle of each morning work period, and a rest interval of 10 minutes shall be allowed to each employee as nearly as practicable to the middle of each afternoon work period. Such intervals shall be reckoned as time worked. Utensils and boiling water for making tea shall be provided by the employer and be available for the employees at the commencement of each rest and lunch interval.

(3) For the purpose of paragraph (a) of subclause (1) an employee who does not work on any holiday referred to in subclause (7) of clause 13 or who on such holiday works less than his average ordinary working hours for that day of the week in which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

(4) Notwithstanding the provisions of paragraph (g) of subclause (1) a male employee engaged on shift work on embroidering or pleating machines may be permitted to commence work earlier than 7.45 a.m. but not earlier than 6 a.m. and the second shift worked on any one day may extend beyond 6 p.m. provided that an employee on such shift work shall not be required or permitted to work after 10 p.m.

(5) The provisions of this clause shall not apply to a watchman whose hours of work do not, in the aggregate exceed 72 hours per week and whose employer grants him a day off of 24 consecutive hours in respect of every week of employment; provided that—

(1) he makes no deductions from the watchman's wage in respect thereof;

(2) the 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 his daily wage in respect of such day not granted.

10. OVERTIME

(1) Notwithstanding the provisions of clause 9 (1) (a) (b) and (c) of this Agreement, an employer may require or permit an employee to work overtime for not more than—

(a) two hours on any day from Monday to Friday, inclusive;

(b) four hours on a Saturday;

(c) ten hours in any one week;

provided that no employer shall require or permit a female employee to work overtime—

(a) for more than two hours on any day, except that an employee who works a five-day week may work up to four hours on a Saturday, provided that 10 hours are not exceeded in such week;

(b) for more than three consecutive days;

(c) on more than 60 days in any year;

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

(i) given notice thereof to such employee before midday; or

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee an allowance of not less than 25c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence;

and provided further that an employee shall not be required to work overtime without his consent nor shall he be dismissed or adversely affected in his employment by reason of his refusal to work overtime.

(f) om in 'n week van ses dae meer as—

(i) agt uur op 'n bepaalde dag gedurende die tydperk Maandag tot en met Vrydag te werk nie;

(ii) twee en 'n half uur of na 12.30 nm. op 'n Saterdag te werk nie; of

(g) om voor 7.45 vm. of na 6 nm. gedurende die tydperk Maandag tot en met Vrydag of voor 7.45 vm. op Saterdag te werk nie; of

(h) om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van—

(i) vyf en veertig minute in die landdrosdistrik Port Elizabeth;

(ii) een uur in die landdrosdistrikte King William's Town en Oos-Londen;

te werk nie; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat onderbreek word deur korter pouses as dié voorgeskryf in subparagraaf (i) en (ii), geag word aaneenlopend te wees.

(2) 'n Ruspouse van minstens 15 minute, waarin geen werk verrig mag word nie, moet aan elke werknemer toegestaan word so na as moontlik aan die middel van elke werktydperk in die oggend, en 'n ruspouse van 10 minute moet so na as moontlik aan die middel van elke werktydperk in die namiddag aan elke werknemer, toegestaan word. Sodanige ruspouses word geag tye te wees waarin daar gewerk is. Gerei en kookwater om tee te maak, moet deur die werkgever verskaf word en moet aan die begin van elke ruspouse en elke etenspouse vir die werknemers beskikbaar wees.

(3) Vir die toepassing van paragraaf (a) van subklousule (1), word 'n werknemer wat nie op 'n vakansiedag soos gemeld in subklousule (7) van klousule 13, werk nie of wat op sodanige vakansiedag vir 'n korter tydperk werk as sy gemiddelde gewone werkure vir daardie dag van die week waarop sodanige vakansiedag val, geag sy gemiddelde gewone werkure op daardie dag te gewerk het.

(4) Ondanks paragraaf (g) van subklousule (1) mag 'n manlike werknemer wat skofwerk verrig op borduur- of plooiemasjiene toegelaat word om voor 7.45 vm. te begin werk, maar nie voor 6 vm. nie, en die tweede skof wat op 'n bepaalde dag gewerk word mag tot na 6 nm. strek, met dien verstande dat daar nie van 'n werknemer wat sodanige skof werk, vereis mag word, of hy nie toegelaat mag word, om na 10 nm. te werk nie.

(5) Hierdie klousule is nie op 'n wag wat altesaam hoogstens 72 uur per week werk en wie se werkgever hom 'n dag van 24 agtereenvolgende ure ten opsigte van elke week diens vry gee, van toepassing nie; met dien verstande dat—

(1) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;

(2) 'n werkgever, in plaas daarvan dat hy sodanige dag vry aan sy wag gee, sodanige wag dié loon mag betaal wat hy sou ontvang het indien hy nie op sodanige dag gewerk het nie, plus 'n bedrag van minstens sy dagloon ten opsigte van sodanige dag wat nie toegestaan is nie.

10. OORTYD

(1) Ondanks klousule 9 (1) (a) (b) en (c) van hierdie Ooreenkoms, mag 'n werkgever van 'n werknemer vereis of mag hy toegelaat word om oortyd te werk vir hoogstens—

(a) twee uur op een bepaalde dag van Maandag tot en met Vrydag;

(b) vier uur op 'n Saterdag;

(c) tien uur in 'n bepaalde week;

met dien verstande dat 'n werkgever nie van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd—

(a) vir meer as twee uur op 'n dag te werk nie, met die uitsondering dat 'n werknemer wat 'n werkweek van vyf dae het op 'n Saterdag tot vier uur oortyd mag werk, maar dan so dat die oortyd hoogstens 10 uur in 'n week beloop;

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

(c) op meer as 60 dae in 'n jaar te werk nie;

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

(i) kennis daarvan aan sodanige werknemer voor die middag gegee het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer 'n toelae van minstens 25 sent betyds genoeg betaal het om die werknemer in staat te stel om 'n ete te bekom voordat sy met die oortyd moet begin;

en voorts met dien verstande dat daar nie van 'n werknemer vereis mag word om oortyd sonder sy toestemming te werk nie en hy ook nie ontslaan of in sy diens benadeel mag word omdat hy geweier het om oortyd te werk nie.

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

(a) At the rate of one and one-half times the hourly wage for each hour or part of an hour so worked or in the case of piecework not less than one and one-half times the ordinary rate of remuneration for all work done during each hour; provided that an employee who works overtime for less than four hours on a Saturday shall be paid as if he had on that day worked four hours overtime; provided further that in the event of any employee failing or refusing to work the full periods of overtime required of him on a Saturday, a deduction proportionate to the period not worked may be made from the remuneration due to him in respect of such Saturday;

(b) for the purpose of calculating overtime, the hourly wage shall mean the weekly wage divided by 42.

(3) Notwithstanding the provisions of clause 9 (1) (g) an employee may be required or permitted to work overtime before the normal starting time of an establishment; provided that such overtime shall not commence earlier than 6.45 a.m.

(4) If an employee works on a Sunday his employer shall either pay the employee—

(a) (i) if he so works for a period not exceeding four hours not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday; or

(ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday; or remuneration which is not less than double his ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday whichever is the greater; or

(b) at not less than one and one-half times his ordinary rate of remuneration in respect of the total period worked on such Sunday and the employer shall in addition grant the employee within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(5) If overtime calculated on a daily basis differs from that calculated on the weekly basis, the basis more favourable to the employee shall be adopted.

(6) Subject to the provisions of clause 9 (5), the provisions of this clause shall not apply to a watchman.

11. OUTWORK

No employer shall give outwork to be done except in a factory as defined in section three of Chapter 1 of the Factories, Machinery and Building Work Act, 1941, or in a workshop registered in terms of clause 12 of this Agreement, nor shall he require or permit any employee to perform work in the industry elsewhere than in an establishment provided and equipped, maintained and controlled by the employer.

12. REGISTRATION OF WORKSHOP

Every occupier of a workshop which is not registered in terms of the Factories, Machinery and Building Work Act, 1941, shall if he has not already done so in terms of a previous agreement of the Council 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 of the date of commencement of operations by him notify, in writing, to the Secretary of the Council the address of the premises in which such workshop is located, the names of the partners of the concern, or if a limited liability company, the names of the secretary and directors. The Secretary of the Council shall thereupon issue to the occupier of the workshop a registration certificate signed by him. No manufacture of clothing shall be performed elsewhere than in a workshop registered in terms of this section or in accordance with the Factories, Machinery and Building Work Act, 1941.

13. ANNUAL PAID LEAVE AND PAID PUBLIC HOLIDAYS

(1) (a) Every employer shall grant his employees paid leave of not less than two consecutive weeks and two days to commence during December in each year. Each employee shall be paid not later than the last working day before the commencement of such leave one-twelfth of his total remuneration for two weeks and two days for each completed month of employment with the same employer.

(2) Die minimum wat vir oortydwerk betaal moet word, is soos volg:

(a) Teen een en 'n half maal die uurloon vir elke uur of gedeelte van 'n uur aldus gewerk of, in die geval van stukwerk, minstens een en 'n half die gewone besoldiging vir alle werk gedurende elke uur gedoen; met dien verstande dat 'n werknemer wat minder as vier uur oortydwerk op daardie dag gedoen het; voorts met dien verstande dat indien 'n werknemer nalaat of weier om die volle tydperke oortydwerk wat van hom vereis word op 'n Saterdag te doen, 'n bedrag in verhouding tot die tydperk wat nie deur hom gewerk is nie afgetrek mag word van die besoldiging wat aan hom verskuldig is ten opsigte van sodanige Saterdag;

(b) vir doeleindes van berekening van oortyd, beteken uurloon die weekloon verdeel deur 42.

(3) Ondanks klousule 9 (1) (g), mag daar van 'n werknemer vereis word om of mag hy toegelaat word om oortydwerk te verrig voor die gewone aanvangstyd van 'n bedryfsinrigting; met dien verstande dat sodanige oortydwerk nie voor 6.45 vm. mag begin nie.

(4) As 'n werknemer op 'n Sondag werk, moet sy werkgever hom—

(a) (i) of minstens die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaal as hy aldus vir 'n tydperk van hoogstens vier uur werk; of

(ii) besoldig teen minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk of hom besoldig teen minstens dubbel sy gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag, as hy aldus vir 'n tydperk van langer as vier uur werk; of

(b) minstens een en 'n derde maal sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk, en die werknemer daarbenewens binne sewe dae vanaf sodanige Sondag een dag vakansie verleen en hom ten opsigte daarvan besoldig, teen minstens sy gewone besoldiging asof hy op sodanige vakansiedag sy gewone gemiddelde werke vir daardie dag van die week gewerk het.

(5) Indien oortydbesoldiging wat op 'n daaglikse grondslag bereken word, verskil van dié wat op 'n weeklikse grondslag bereken word, moet die grondslag wat die gunstigste vir die werknemer is, aanvaar word.

(6) Behoudens klousule 9 (5), is die bepalinge van hierdie klousule nie op 'n wag van toepassing nie.

11. BUITEWERK

Geen werknemer mag buitewerk wat elders as in 'n fabriek soos omskryf in artikel 3 van Hoofstuk 1 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of in 'n werkwinkel wat ingevolge klousule 12 van hierdie Ooreenkomst geregistreer is, verrig moet word, uitbestee nie, en hy mag ook nie 'n werknemer toelaat of van hom vereis om werk in die nywerheid elders te verrig nie as in 'n bedryfsinrigting wat deur die werkgever verskaf, uitgerus, in stand gehou en beheer word.

12. REGISTRASIE VAN WERKWINKEL

Elke okkupeerder van 'n werkwinkel wat nie ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is nie, moet, indien hy dit nog nie ingevolge 'n vorige ooreenkomst van die Raad gedoen het nie, binne een maand vanaf die datum waarop hy met sy werksaamhede begin, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die perseel waar sodanige werkwinkel geleë is, die name van die vennote van die onderneming of, as dit 'n maatskappy met beperkte aanspreeklikheid is, die name van die Sekretaris en direkteure. Die Sekretaris van die Raad moet dan aan die okkupeerder van die werkwinkel 'n registrasiesertifikaat uitreik wat hy onderteken het. Die vervaardiging van klere mag nie elders as in 'n werkwinkel wat ingevolge die bepalinge van hierdie klousule of ooreenkomstig die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is, onderneem word nie.

13. JAARLIKSE VERLOF EN VAKANSIEDAE MET BESOLDIGING

(1) (a) Elke werkgever moet aan sy werknemers verlof, met besoldiging, vir minstens twee aaneenlopende weke en twee dae verleen wat gedurende Desember elke jaar moet begin. Elke werknemer moet voor of op die laaste werkdag voor die begin van sodanige verlof een twaalfde van sy totale besoldiging vir twee weke en twee dae ten opsigte van elke voltooide maand diens by dieselfde werkgever betaal word.

(b) Every employer shall grant to a watchman paid leave of not less than three consecutive weeks to commence during December in each year. Each employee shall be paid not later than the last working day before the commencement of such leave one-twelfth of his total remuneration for three weeks for each completed month of employment with the same employer; provided that—

(a) the period of such holiday shall not be concurrent with any period during which the employee is under notice of termination of employment, or is undergoing military training in pursuance of the Defence Act, 1957;

(b) if any public holiday referred to in subclause (7) of this clause falls within the period of such holiday, such public holiday shall be added to the said period as a further period of holiday and the employee shall be paid in respect of such public holiday not later than the first pay-day following resumption of work or on the date of termination of services, whichever is the earlier, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

(2) Upon termination of employment the employer shall pay to the employee the amount of the holiday allowance due as at the date of such termination, calculated as provided in subclause (1).

(3) Employment for half a month or over shall be reckoned as employment for a full month for the purposes of calculating the holiday allowance payable in terms of subclauses (1) and (2). "Half a month" shall mean any period of 15 consecutive calendar days (irrespective of working days).

(4) The amount of the holiday allowance payable in terms of subclauses (1) and (2) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date from which his holiday is granted or on which his employment is terminated as the case may be; and the provisions of clause (5) (6) shall *mutatis mutandis* apply where work is being done on a piece-work basis of remuneration.

(5) Any period during which an employee—

(a) is on leave in terms of subclause (1); or

(b) undergoes military training in pursuance of the Defence Act, 1957, up to a maximum of four months; or

(c) is absent from work on the instructions or at the request of this employer; or

(d) is absent from work owing to illness or confinement; shall be deemed to be in employment for the purpose of subclauses (1) and (2); provided that the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee fails, after a request for such a certificate by the employer, to submit to the employer a certificate from a medical practitioner that he was prevented by illness from doing his work or in respect of that portion of any total period of absence during any 12 months of employment which is in excess of 30 days.

(6) In this clause the expression "employer" includes—

(a) in the case of the death of an employer, the executor of his estate or his heir or legatee; and

(b) in the case of insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business the trustee or liquidator or the new owner of the business;

if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

(7) (a) Good Friday, Easter Monday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant, Christmas Day and New Year's Day shall be holidays on full pay; provided that whenever an employee works on any of these days his employer shall pay him remuneration at a rate of not less than his ordinary remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(b) In the event of any of the public holidays referred to in paragraph (a) of this subclause falling on a Saturday, the employer shall pay to each of his employees an additional amount of not less than one-fifth of the employee's ordinary weekly remuneration.

(8) No work shall be performed after 1 p.m. on the day immediately preceding Good Friday and the employees shall be granted the afternoon off and shall receive for such afternoon full pay in respect of the hours normally worked on Thursday afternoons; provided that where work is performed on such afternoon the employees shall in addition to their ordinary wages be paid at overtime rates for all time worked after 1 p.m. on that day.

(b) Elke werkgewer moet aan 'n wag verlof met besoldiging, vir minstens drie aaneenlopende weke verleen wat gedurende Desember elke jaar begin. Elke werknemer moet voor of op die laaste werkdag voor die begin van sodanige verlof een twaalfde van sy totale besoldiging vir drie weke ten opsigte van elke voltooide maand diens by dieselfde werkgewer betaal word; met dien verstande dat—

(a) sodanige verlof nie mag saamval nie met enige tydperk waarin die werknemer kennis van diensbeëindiging gegee het of gegee is of militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan;

(b) as 'n openbare vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof en die werknemer voor of op die eerste betaaldag na sy hervatting van werk of op die datum van diensbeëindiging, naamlik die datum wat die vroegste is, ten opsigte van sodanige openbare vakansiedag 'n bedrag betaal moet word wat gelyk is aan die loon wat hy sou verdien het as hy op sodanige openbare vakansiedag sy daaglikse gemiddelde gewone werkure gewerk het.

(2) By diensbeëindiging moet die werkgewer aan die werknemer die bedrag van die verloftoelae wat op datum van sodanige beëindiging verskuldig en ooreenkomstig subklousule (1) bereken is, betaal.

(3) Vir die berekening van die verlof toelae wat ooreenkomstig subklousules (1) en (2) betaalbaar is, word diens vir 'n half maand of meer gereken as diens vir 'n volle maand. "Half maand" beteken enige tydperk van 15 agtereenvolgende kalenderdae (afgesien daarvan of dit werkdae is of nie).

(4) Die bedrag van die verloftoelae wat ingevolge subklousules (1) en (2) betaalbaar is, moet bereken word volgens die besoldiging wat die werknemer onmiddellik voor die datum met ingang waarvan sy verlof verleen word of waarop sy diens beëindig word, na gelang van die geval, ontvang het; en klousule (5) (6) is *mutatis mutandis* van toepassing waar werk op grondslag van stukwerkbesoldiging verrig word.

(5) Enige tydperk waarin 'n werknemer—

(a) met verlof is ooreenkomstig subklousule (1); of

(b) ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan, tot 'n maksimum van vier maande; of

(c) van sy werk afwesig is op las of op die versoek van die werkgewer; of

(d) van sy werk afwesig is weens siekte of 'n bevalling;

word vir die toepassing van subklousules (1) en (2) geag diens te wees; met dien verstande dat paragraaf (d) nie van toepassing is nie ten opsigte van enige tydperk van afwesigheid weens siekte van meer as drie agtereenvolgende dae as die werknemer versuim om, nadat hy daartoe deur die werkgewer versoek is, aan die werkgewer 'n sertifikaat van 'n mediese praktisyn voor te lê waarin gemeld word dat hy weens siekte verhinder is om sy werk te doen, of ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende 12 maande diens wat meer as 30 dae beloop.

(6) In hierdie klousule beteken "werkgewer" ook—

(a) in die geval van die dood van 'n werkgewer, die eksekuteur van sy boedel of sy erfgenaam of legataris; en

(b) in die geval van die insolvensie van 'n werkgewer of die likwidasie van sy boedel of die oordrag of verkoop van sy sakeonderneming, die trustee of likwidateur of die nuwe eienaar van die sakeonderneming;

indien sodanige eksekuteur, erfgenaam, legataris, trustee, likwidateur of nuwe eienaar daardie werknemer in sy diens hou.

(7) (a) Goëie Vrydag, Paasmaandag, Hemelvaartdag, Republiekdag, Krugerdag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met volle betaling; met dien verstande dat, wanneer 'n werknemer op enigen van hierdie dae werk, sy werkgewer hom minstens sy gewone besoldiging ten opsigte van die totale tydperk op sodanige dag gewerk, moet betaal benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(b) Ingeval enigen van die openbare vakansiedae genoem in paragraaf (a) van hierdie subklousule, op 'n Saterdag val, moet die werkgewer aan elkeen van sy werknemers 'n addisionele bedrag betaal van minstens een-vyfde van die werknemer se gewone weeklikse besoldiging.

(8) Daar mag nie gewerk word ná 1 nm. op die dag onmiddellik vóór Goëie Vrydag nie, en die werknemers moet die namiddag vry wees en moet vir sodanige namiddag volle besoldiging ontvang vir die ure wat normaalweg op Donderdagnamiddae gewerk word; met dien verstande dat wanneer daar op so 'n namiddag gewerk word, die werknemers, bo en behalwe hulle gewone lone, teen oortydskaal betaal moet word vir alle tyd wat na 1 nm. op daardie dag gewerk word.

(9) (a) Notwithstanding anything contained in this Agreement any establishment may be closed for any reason other than short-time during any period of work specified for the establishment in terms of clause 9 (1) of this Agreement by mutual arrangement between the employer and not less than 75 per cent of the employees affected by such closing.

(b) Whenever an employee is not required to work resultant on the closing of an establishment by mutual arrangement in terms of paragraph (a) a deduction pro rata to the hours not worked may be made from the amounts payable in terms of this Agreement.

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

(a) the date on which the employee entered the employer's service; or

(b) the date on which the employee last became entitled to annual leave of absence;

whichever may be the later.

14. TERMINATION OF EMPLOYMENT

(1) Subject to the provisions of subclause (1) (d) of this clause, every employee shall be required to give one week's notice, in writing, to terminate his employment and every employer shall be required to give like notice to terminate the services of an employee, such week's notice shall take effect from the first day of the usual working week of the employee; provided that this clause shall not apply in the case of an employee engaged on trial for a period not less than and not exceeding five consecutive working days.

A week's notice shall mean a full week's work or a full week's pay in lieu of notice; provided that this shall not effect—

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

(b) any agreement between the employer and employee providing for a longer period of notice than one week; and provided further—

(c) an employer may pay an employee and the employee may pay or forfeit to the employer, as the case may be, wages for and in lieu of the period of notice prescribed or agreed upon in terms of subclause (1) (b);

(d) an employee who is working short-time may terminate his employment without notice.

(2) Notwithstanding anything to the contrary contained therein, the provisions of subclause (1) shall not apply during the first four hours of employment of a new employee.

(3) An employee put off during the currency of any period of notice given in terms of subclause (1) of this clause shall receive full pay for such week.

(4) No employer shall dismiss any employee by reason of such employee's absence from work—

(a) through illness for a period of not more than 60 consecutive days, if the employee has furnished or caused to be furnished to the employer within six consecutive working days after absencing himself from work a medical certificate certifying that such employee is unable to work due to illness;

(b) on leave, the permission of the employer having been obtained.

(5) An employer employing less than 50 employees may after a period of four weeks temporarily replace the services of an employee who is absent from work in terms of subclause (4) (a) or (b) of this clause; provided that the employee on notifying his employer of his intention to resume work is re-engaged after a maximum period of one week from the date of such notification.

(6) The employment of any employee who absents himself from work for a period of six consecutive working days without notifying his employer, in writing, of the reason may be terminated by the employer without notice.

(7) Whenever an employer terminates the services of an employee in terms of subclause (5), notice of such termination may be given by notifying the Secretary of the Council, in writing. Any such notification to the Council shall be accompanied by the certificate of service which the employer is required to issue to the employee in terms of clause 18 and any wages or other amounts due to the employee on such termination for transmission to the employee on application. The provisions of this subclause shall *mutatis mutandis*, apply to any termination of employment in terms of subclause (1) (a).

(9) (a) Ondanks enige bepaling in hierdie Ooreenkoms, mag 'n bedryfsinrigting om enige ander rede as korttyd, gedurende enige werktydperk soos ingevolge klousule 9 (1) van hierdie Ooreenkoms gespesifiseer, gesluit word by wyse van 'n onderlinge ooreenkoms tussen die werkgever en minstens 75 persent van die werknemers wat deur sodanige sluiting geraak word.

(b) Wanneer daar as gevolg van die sluiting van 'n bedryfsinrigting by wyse van onderlinge reëling ooreenkomsig paragraaf (a), nie van 'n werknemer vereis word om te werk nie, mag 'n bedrag wat eweredig is aan die ure wat daar nie gewerk is nie, afgetrek word van die bedrae wat ingevolge hierdie Ooreenkoms betaalbaar is.

(10) Vir die toepassing van hierdie klousule word diens geag te begin met ingang van—

(a) die datum waarop die werknemer by die werkgever in diens tree; of

(b) die datum waarop die werknemer laas op jaarlikse afwesighedsverlof geregtig geword het; naamlik die jongste datum.

14. DIENSBEEÏNDIGING

(1) Behoudens subklousule (1) (d) van hierdie klousule, moet 'n werknemer een week vooraf skriftelik kennis gee van die beëindiging van die dienste van 'n werknemer, en sodanige week kennisgewing loop vanaf die eerste dag van die gewone werkweek van die werknemer; met dien verstande dat hierdie klousule nie van toepassing is nie in die geval van 'n werknemer wat vir 'n proeftydperk van minstens en hoogstens vyf agtereenvolgende werkdade in diens geneem is.

'n Week kennisgewing beteken 'n volle week se werk of 'n volle week se loon in plaas daarvan; met dien verstande dat hierdie bepaling nie die volgende raak nie:

(a) Die reg van 'n werkgever of 'n werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

(b) 'n ooreenkoms tussen die werkgever en die werknemer waarin daar voorsiening gemaak word vir 'n langer tydperk van kennisgewing as een week;

en voorts met dien verstande dat—

(c) loon vir en in plaas van 'n tydperk van kennisgewing soos voorgeskryf of ooreengekom kragtens subklousule (1) (b), deur 'n werkgever aan 'n werknemer en deur die werknemer aan die werkgever betaal of verbeur mag word, na gelang van die geval;

(d) 'n werknemer wat korttyd werk, sy diens sonder kennisgewing mag beëindig.

(2) Ondanks enige teenstrydige bepaling, geld subklousule (1) nie gedurende die eerste vier uur diens van 'n nuwe werknemer nie.

(3) 'n Werknemer wat gedurende die looptyd van 'n kennisgewingstermyn ooreenkomsig subklousule (1) van hierdie klousule, tydelike van werk onthef word, moet sy volle besoldiging vir sodanige werk ontvang.

(4) Geen werkgever mag 'n werknemer ontslaan nie omdat sodanige werknemer van sy werk afwesig is—

(a) weens siekte vir 'n tydperk van hoogstens 60 agtereenvolgende dae, indien die werknemer binne ses agtereenvolgende werkdade nadat hy van die werk weggebly het, 'n mediese sertifikaat waarin gesertifiseer word dat sodanige werknemer weens siekte nie in staat is om te werk nie, aan die werkgever verstrek of laat verstrek het;

(b) met verlof ten opsigte waarvan die werkgever toestemming verleen het.

(5) 'n Werkgever wat minder as 50 werknemers in diens het, mag 'n werknemer wat ooreenkomsig subklousule (4) (a) of (b) van hierdie klousule van sy werk afwesig is, na 'n tydperk van vier werke tydelik vervang; met dien verstande dat die werknemer, nadat hy sy werkgever in kennis gestel het van sy voorneme om sy werk te hervat, weer in diens geneem moet word na 'n maksimum tydperk van een week vanaf die datum van sodanige kennisgewing.

(6) Die diens van 'n werknemer wat vir 'n tydperk van ses agtereenvolgende werkdade van sy werk af weggebly sonder om sy werkgever skriftelik in kennis te stel van die rede, mag sonder kennisgewing deur die werkgever beëindig word.

(7) Wanneer 'n werkgever die diens van 'n werknemer ooreenkomsig subklousule (5) beëindig, mag daar kennis van sodanig beëindiging gegee word deur die Sekretaris van die Raad skriftelik daarvan te verwittig. Sodanige kennisgewing aan die Raad moet vergesel gaan van die dienssertifikaat wat die werkgever ingevolge klousule 18 aan die werknemer moet uitreik en van alle lone en ander bedrae wat by sodanige beëindiging aan die werknemer verskuldig is, en sodanige lone en bedrae moet op aansoek aan die werknemer gestuur word. Die bepalings van hierdie subklousule is *mutatis mutandis* van toepassing op enige diensbeëindiging ooreenkomsig subklousule (1) (a).

(8) An employee who leaves the service of his employer without notice in terms of subclause (1) shall forfeit any wages accrued but not yet paid in respect of the week in which the employee so leaves the service of his employer.

15. PREMIUMS

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

16. TOOLS

(1) Every employer may supply scissors to his employees at the price paid therefor by him.

(2) Where the cost of scissors supplied to an employee does not exceed R1 the employer may deduct the cost thereof from the wages of the employee in instalments of not more than 10c per week. Where the cost of scissors exceeds R1, the deductions shall be at a rate mutually agreed upon between the employer and his employee. The scissors shall be kept sharpened and otherwise in good order by the employer without cost to the employee.

17. EXISTING CONTRACTS

Any contract of service in operation at the date of commencement of this Agreement or concluded subsequent to such date shall be subject to the provisions of this Agreement.

18. CERTIFICATES OF SERVICE

(1) Every employer shall issue a certificate of service free of charge to each of his employees at the time when he leaves such employer's service. The certificate shall show the employee's full name, address, age, occupation, sex, rate of pay per week at the time of engagement, rate of pay per week at the time of leaving, date of entering service, date of leaving service, date of last increase, and number of certificate which was produced by the employee in terms of subclause (3) of this clause when entering his employment. All certificates issued by each employer shall be numbered consecutively, signed by the employer or his representative, and a duplicate of each certificate shall be retained by him.

(2) A duplicate copy of each certificate issued in terms of this section shall be forwarded to the Secretary of the Council, P.O. Box 2221, Port Elizabeth.

(3) An employer shall before engaging any applicant for work, require such applicant to produce a certificate of service issued in accordance with the provisions of subclause (1) of this clause or a certificate issued by the Secretary of the Council specifying the experience the applicant has had, which certificate shall be issued by the Secretary of the Council on request. The employer shall forward to the Secretary of the Council such certificate with the prescribed engagement form containing the undermentioned particulars not later than one week after the applicant has commenced work. The engagement form shall show the full name of the employee, name of factory, address of employee, occupation, age, sex and rate of pay per week, and shall be signed by the employer.

19. EXEMPTIONS

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

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

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

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

(8) 'n Werknemer wat die diens van sy werkgever sonder kennisgewing ooreenkomstig subklousule (1) verlaat, verbeur die loon wat hom toekom maar wat nog nie vir die week waarin sodanige werknemer aldus die diens van sy werkgever verlaat, aan hom betaal is nie.

15 PREMIES

'n Werkgever mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie; met dien verstande dat hierdie klousule nie van toepassing mag wees nie op 'n opleidingskema waartoe die werkgever kragtens wet verplig is om by te dra.

16. GEREEDSKAP

(1) Elke werkgever mag skêre aan sy werknemers verskaf teen die prys wat hy daarvoor betaal het.

(2) Waar die koste van 'n skêr wat aan 'n werknemer verskaf is, nie meer as R1 beloop nie, mag die werkgever die koste daarvan van die loon van die betrokke werknemer aftrek in paaiemente van hoogstens 10c per week. Waar die koste van skêre meer as R1 beloop, moet die aftrekkings geskied in paaiemente waarvoor daar onderling ooreengekom is tussen die werkgever en sy werknemer. Die werkgever moet die skêre skerp en ook in ander opsigte in goeie orde hou sonder enige koste vir die werknemer.

17. BESTAANDE KONTRAKTE

Alle bestaande dienskontrakte wat op die datum van inwerking-treding van hierdie Ooreenkoms van krag is of wat na sodanige datum aangegaan word, is onderworpe aan die bepalings van hierdie Ooreenkoms.

18. DIENSSERTIFIKATE

(1) Elke werkgever moet 'n dienssertifikaat gratis aan elkeen van sy werknemers uitreik wanneer sodanige werknemer sodanige werkgever se diens verlaat. Die werknemer se volle naam, adres, ouderdom, beroep geslag, weekloon op datum van indiens-neming, weekloon op datum van diensbeëindiging, datum van laaste verhoging en die nommer van die sertifikaat wat die werknemer ooreenkomstig subklousule (3) van hierdie klousule voorgelê het toe hy by sy werkgever in diens getree het, moet op die sertifikaat gemeld word. Alle sertifikate wat deur 'n werkgever uitgereik word, moet agtereenvolgens genummer en deur die werkgever of sy verteenwoordiger onderteken word, en 'n duplikaat van elke sertifikaat moet deur hom bewaar word.

(2) 'n Duplikaatkopie van elke sertifikaat wat ooreenkomstig die bepalings van hierdie klousule uitgereik word, moet aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, gestuur word.

(3) Elke werkgever moet, voordat hy 'n applikant wat om werk aansoek doen, in diens neem, van sodanige applikant vereis om 'n dienssertifikaat te toon wat ooreenkomstig subklousule (1) van hierdie klousule uitgereik is of 'n sertifikaat wat deur die Sekretaris van die Raad uitgereik is en waarin die ondervinding van die applikant gemeld word, en sodanige sertifikaat moet deur die Sekretaris van die Raad uitgereik word wanneer hy daartoe versoek word. Die werkgever moet sodanige sertifikaat, tesame met die voorgeskrewe indiensnemingsvorm, wat onderstaande besonderhede bevat, nie later nie as een week nadat die applikant begin werk het, aan die Sekretaris van die Raad stuur. Die indiensnemingsvorm moet die volle naam van die werknemer, die naam van die fabriek, die adres van die werknemer, sy beroep, ouderdom, geslag en sy weekloon meld en moet deur die werkgever onderteken word.

19. VRYSTELLINGS

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

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

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

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

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued; and
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

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

20. COUNCIL FUNDS

The Funds of the Council, which shall be vested in and administered by the Council shall be provided in the following manner:

Two cents shall be deducted every week by each employer from the wages of each of his employees for whom wages have been prescribed in this Agreement. The total amount so deducted together with an equal amount which shall be contributed by the employer shall be forwarded by the latter to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, not later than the seventh day of the month following that to which it refers together with a statement in such form as the Council may from time to time prescribe.

21. WELFARE FUND

(1) The Fund established in terms of the Agreement published under Government Notice 1724, dated 21 September 1956, and known as the Clothing Industry Welfare Fund (in this clause referred to as "the Fund"), is hereby continued.

(2) The object of the Fund shall be the provision of financial benefits to employees who lose earnings as a result of being on short-time in terms of clause 6 of this Agreement.

(3) (a) The employer shall deduct from the wages of each employee and shall contribute in respect of each employee an amount per week in accordance with the following tables:

Group 1.—Employees in receipt of an inclusive wage not exceeding R9,23 per week: 2c per week.

Group 2.—Employees in receipt of an inclusive wage of more than R9,23 per week, but not exceeding R19,30 per week: 5c per week.

Group 3.—Employees in receipt of an inclusive wage of more than R19,30 per week: 7c per week,

and shall forward the total amount to the Secretary of the Council P.O. Box 2221, Port Elizabeth, not later than the seventh day of the month following that to which it refers, together with a statement in such form as the Council may from time to time prescribe.

(b) Notwithstanding the provisions of paragraph (a) of this sub-clause, the contributions to the Fund shall be suspended in the event of the reserves of the Fund exceeding R8 000; provided that in the event of the reserves falling below R6 000 the contributions shall be resumed and every employer shall be given seven days' notice, in writing, of the date from which such contributions are to be resumed.

(4) An employee who has been employed in the Industry for not less than 13 weeks and who has been absent from work on account of short-time shall be entitled to benefits at the rate reflected below; provided that no benefits shall be paid to an employee who earns the equivalent of four days' wages in any week irrespective of the number of days such an employee may work during that week; and provided further that an employee shall not be paid in excess of 36 days in any one calendar year:

(i) An employee in receipt of a wage not exceeding R9,23 per week: 40c per day.

(ii) An employee in receipt of a wage of more than R9,23 per week, but not exceeding R19,30 per week: 70c per day.

(iii) An employee in receipt of a wage of more than R19,30 per week: R1 per day.

(5) All moneys paid into the Fund shall be deposited in a special account to be opened in the name of the Fund at a bank and/or institution approved by the Council. All payments from the Fund shall be by cheque on the Fund's accounts and such cheques shall be signed by two persons duly authorised thereto by the Council.

(4) Die Sekretaris van die Raad moet—

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

(5) Elke werkgever en werknemer moet die voorwaardes van enige vrystellingsertifikaat wat ooreenkomstig die bepalings van hierdie klousule uitgereik is, nakom.

20. FONDSE VAN DIE RAAD

Die fondse van die Raad wat berus by en geadmistreer word deur die Raad, word op die volgende manier verkry:

Twee sent moet elke week deur elke werkgever afgetrek word van die loon van elkeen van sy werknemers vir wie 'n loon in hierdie Ooreenkoms voorgeskryf word. Die totale bedrag aldus afgetrek, tesame met 'n bedrag wat daaraan gelyk is en wat deur die werkgever bygedra word, moet deur sodanige werkgever aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, gestuur word en wel voor of op die sewende dag van die maand wat volg op die maand waarop dit betrekking het, en sodanige geldsending moet vergesel gaan van 'n staat in dié vorm wat die Raad van tyd tot tyd voorskryf.

21. WELSYNFONDS

(1) Die Fonds wat in die lewe geroep is ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing 1724 van 21 September 1956, en wat bekend staan as die Welsynsfonds, van die Klerasiensywerheid (in hierdie klousule die "Fonds" genoem) word hierby voortgesit.

(2) Die oogmerk van die Fonds is om voorsiening te maak vir finansiële voordele vir werknemers wat verdienste verloor as gevolg daarvan dat hulle korttyd moet werk ooreenkomstig die bepalings van klousule 6 van hierdie Ooreenkoms.

(3) (a) Die werkgever moet, ooreenkomstig onderstaande tabelle, 'n bedrag per week van die loon van elkeen van sy werknemers aftrek en ten opsigte van elke sodanige werknemer 'n bedrag per week bydra:

Groep 1.—Werknemers wat 'n insluitende loon van hoogstens R9,23 per week ontvang: 2c per week.

Groep 2.—Werknemers wat 'n insluitende loon van meer as R9,23 per week maar hoogstens R19,30 per week ontvang: 5c per week.

Groep 3.—Werknemers wat 'n insluitende loon van meer as R19,30 per week ontvang: 7c per week.

Die werkgever moet die totale bedrag aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, stuur en wel voor of op die sewende dag van die maand wat volg op die maand waarop dit betrekking het, en sodanige geldsending moet vergesel gaan van 'n staat in dié vorm wat die Raad van tyd tot tyd voorskryf.

(b) Ondanks paragraaf (a) van hierdie subklousule, word bydraes tot die Fonds opgeskort ingeval die reserwes van die Fonds meer as R8 000 beloop; met dien verstande dat, ingeval die reserwes daal tot minder as R6 000, die bedraes hervat moet word en elke werkgever sewe dae vooraf skriftelik kennis gegee moet word van die datum met ingang waarvan sodanige bydraes hervat sal word.

(4) 'n Werknemer wat minstens 13 weke in die Nywerheid werksaam en weens korttyd van sy werk afwesig was, is op ondergenoemde bystand geregtig; met dien verstande dat geen bystand betaal mag word nie aan 'n werknemer wat in 'n bepaalde week die ekwivalent van vier dae se loon verdien afgesien van die getal dae wat sodanige werknemer gedurende daardie week mag werk; en voorts met dien verstande dat 'n werknemer nie vir meer as 36 dae in 'n bepaalde kalenderjaar betaal mag word nie:

(i) 'n Werknemer wat 'n loon van hoogstens R9,23 per week ontvang: 40c per dag.

(ii) 'n Werknemer wat 'n loon van meer as R9,23 maar hoogstens R19,30 per week ontvang: 70c per dag.

(iii) 'n Werknemer wat 'n loon van meer as R19,30 per week ontvang: R1 per dag.

(5) Alle gelde wat in die Fonds gestort word, moet gedeponeer word in 'n spesiale rekening wat op naam van die Fonds geopen moet word in 'n bank en/of inrigting wat deur die Raad goedgekeur is. Alle betalings uit die Fonds geskied per tjek, getrek op die rekening van die Fonds, en sodanige tjek moet onderteken word deur twee persone wat behoorlik daartoe gemagtig is deur die Raad.

(6) Any moneys regarded by the Council as being surplus to its requirements may be placed on deposit with a bank or registered building society; provided that sufficient money is kept in such liquid form as will enable the Council to meet its liabilities immediately it is called upon to do so.

(7) A public accountant shall be appointed by the Council to audit the accounts of the Fund annually and not later than the 31st March in each year, prepare a statement showing—

(a) all moneys received—

(i) in terms of subclause (3) (a) hereof;

(ii) from any other source; and

(b) expenditure incurred under all headings during the 12 months ended 31 December preceding, together with a statement showing the assets and liabilities of the Fund.

The audited statements shall thereafter lie for inspection at the office of the Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, within three months after the close of the period covered thereby.

(8) Should at any time a dispute arise in regard to the administration of the Fund, such dispute shall be dealt with by the Council in terms of its constitution.

(9) In the event of the expiry of this Agreement through effluxion of time or cessation through any other case, the Fund shall continue to be administered by the Council until such Fund shall be liquidated, or transferred to a fund duly constituted for the same purpose for which the original Fund was created; provided that the Fund shall be liquidated unless an agreement providing for the continuation of the Fund or for the transfer of its moneys as aforesaid, is entered into within one year of the date of expiry of this Agreement.

(10) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Fund shall continue to be administered by a committee consisting of the members of the Council at the date on which the Council ceases to function or is dissolved; provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the industry, as the case may be, so as to ensure an equality of employer and employee representatives, and of alternates in the membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees, to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. If there is no Council in existence upon the expiration of this Agreement the Fund shall be liquidated by the Committee or the trustees, as the case may be, in the manner set forth in subclause (9) of this clause and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(11) Upon liquidation of the Fund in terms of subclause (9) 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 funds of the Council.

(12) All costs of administration and liquidation of the Fund shall be a charge upon the Fund.

22. EXHIBITION OF AGREEMENT

Every employer shall cause a legible copy of this Agreement in both official languages to be exhibited in his establishment in a conspicuous position easily accessible to all his employees and in a form prescribed in the regulations under the Act.

23. ORGANISATION OF EMPLOYEES

Every employer shall permit any person or persons authorised by the trade union and by the Council to enter his establishment during the lunch interval; provided that 24 hours' notice has been given to the employer or his representative, in writing, for the purpose of—

(a) interviewing employees on trade union matters;

(b) enrolling new members;

(c) posting and distributing notices issued by the trade union;

(d) collecting members' contributions to the trade union.

(6) Alle gelde wat die Raad ag meer te wees as wat hy nodig het, mag in 'n bank of geregistreerde bouvereniging op deposito geplaas word; met dien verstande dat 'n toereikende bedrag in dié likwiede vorm gehou moet word wat die Raad in staat sal stel om sy verpligtings onmiddellik na te kom as daar van hom vereis word om dit te doen.

(7) Die Raad moet 'n openbare rekenmeester aanstel om die rekenings van die Fonds jaarliks, en wel voor of op 31 Maart elke jaar, te ouditeer en 'n staat op te stel wat die volgende toon:

(a) Alle gelde ontvang—

(i) ooreenkomstig subklousule (3) (a) hiervan;

(ii) uit alle ander bronne; en

(b) die uitgawes wat onder alle hoofde aangegaan is gedurende die 12 maande geëindig die vorige 31 Desember, tesame met 'n staat wat die bates en laste van die Fonds toon.

Die geouditeerde state moet daarna in die kantoor van die Raad ter insae lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, gestuur word binne drie maande na die sluiting van die tydperk waarop dit betrekking het.

(8) Indien daar te eniger tyd 'n geskil ontstaan omtrent die administrasie van die Fonds, moet die Raad sodanige geskil ooreenkomstig die bepalings van sy konstitusie behandel.

(9) Ingeval hierdie Ooreenkoms vervel weens verloop van tyd of om 'n ander rede gestaak word, moet die Fonds nog deur die Raad geadminestreer word totdat sodanige Fonds gelikwiedeër is of totdat dit oorgedra is na 'n fonds wat behoorlik ingestel is vir dieselfde doel as dié waarvoor die oorspronklike Fonds in die lewe geroep is; met dien verstande dat die Fonds gelikwiedeër moet word tensy 'n ooreenkoms wat vir die voortsetting van die Fonds of vir die oordrag van die gelde daarvan voorsiening maak soos voornoem, binne een jaar vanaf die datum van verstryking van hierdie Ooreenkoms aangegaan word.

(10) Ingeval die Raad ontbind of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge die bepalings van artikel 34 (2) van die Wet, moet 'n komitee wat bestaan uit die lede van die Raad op die datum waarop die Raad ophou om te funksioneer, of ontbind word aanhou om die Fonds te administreer; met dien verstande egter dat enige vakature in die Komitee deur die Registrateur gevul mag word uit die gelede van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat die getal werkgewersvertegenwoordigers en die getal werknemersvertegenwoordigers en hul sekundi in die Komitee ewe groot is. Indien sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval dit voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die Komitee. Indien daar by verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Fonds deur die Komitee of deur die trustees, na gelang van die geval, gelikwiedeër word op die manier voorgeskryf in subklousule (9) van hierdie klousule, en indien die sake van die Raad by sodanige verstryking alreeds gelikwiedeër en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig die bepalings van artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(11) By die likwidasie van die Fonds ooreenkomstig subklousule (9) van hierdie klousule, moet die geld wat in die krediet van die Fonds staan nadat alle eise teen die Fonds met inbegrip van administrasie- en likwidasielaste, betaal is, in die fondse van die Raad gestort word.

(12) Alle koste verbonde aan die administrasie en likwidasie van die Fonds, moet teen die Fonds in rekening gebring word.

22. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in 'n vorm voorgeskryf in die regulasies wat kragtens die Wet opgestel is, in sy bedryfsinrigting vertoon in 'n opvallende plek wat geradelik toeganklik is vir al sy werknemers.

23. ORGANISASIE VAN WERKNEMERS

Elke werkgewer moet enige persoon of persone wat deur die vakvereniging en deur die Raad daartoe gemagtig is, toelaat om sy bedryfsinrigting gedurende die etensuur te betree; met dien verstande dat daar 24 uur vooraf skriftelik kennis aan die werkgewer of sy verteenwoordiger gegee is met die doel om—

(a) werknemers oor sake van die vakvereniging te spreek;

(b) nuwe lede in te skryf;

(c) kennisgewings wat deur die vakvereniging uitgereik is, op te plak en te versprei;

(d) die bydraes van lede tot die vakvereniging in te vorder.

24. TRADE UNION AND EMPLOYERS' ORGANISATION MEMBERSHIP

No member of the trade union shall accept employment with any employer who is not a member of the employers' organisation and no member of the employers' organisation shall give employment to any employee who is not a member of the trade union; provided that this shall not apply to—

- (a) managers, forewomen, foremen or supervisors;
- (b) designers, labourers or employees for whom wages are not specifically prescribed in this Agreement; or
- (c) employers or employees to whom in the opinion of the Council membership has been refused without reasonable cause;

provided further that this clause shall not apply to the employment in the Industry of any employee, who, in the opinion of the Minister has good cause for objecting to becoming or remaining a member of the union; provided further than this 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 his first three months of commencement of his employment in the Industry refused any invitation from the trade union concerned to become a member of it, the provisions of this section shall immediately come into operation.

25. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer and every employee to permit such agent to institute such inquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for their purpose.

26. EMPLOYMENT OF JUVENILES

No person under the age of 15 years shall be employed in the Industry.

27. INSURANCE OF WAGES IN THE CASE OF FIRE

Every employer shall within four weeks of the date of publication of this Agreement take out a policy of insurance with a registered insurance company which shall provide for payment to be made to all employees of the employer who are deprived of work through fire, of the amount of two weeks' wages; provided that should the stoppage of work be for a period of less than two weeks, a pro rata payment may be made. Should it not be possible for the employer to obtain such a policy of insurance, he shall deposit with the Council an amount equal to two weeks' wages of all employees in the establishment at the date of coming into operation of this Agreement which the Council shall retain in a special trust investments account until required for a like payment to employees. Any adjustment to the amount held by the Council shall be made within two weeks from the date of an increase or decrease, as the case may be, in the total number of employees employed by the employer.

This Agreement signed on behalf of the Parties at Port Elizabeth on this 13th day of October 1970.

G. HELLIWELL, Chairman of the Council.

C. M. S. GELVAN, Vice-Chairman of the Council.

A. S. YOUNG, Secretary of the Council.

No. R. 819 21 May 1971

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941**CLOTHING INDUSTRY, EASTERN PROVINCE**

I, Marais Viljoen, Minister of Labour, 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 Clothing Industry, published under Government Notice R. 818 of 21 May 1971 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.

M. VILJOEN, Minister of Labour.

24. LIDMAATSKAP VAN VAKVERENIGING EN WERKGEWERSORGANISASIE

Geen lid van die vakvereniging mag diens by 'n werkgever wat nie lid van die werkgewersorganisasie is nie, aanvaar nie en geen lid van die werkgewersorganisasie mag 'n werknemer wat nie lid van die vakvereniging is nie, in diens neem nie; met dien verstande dat hierdie klousule nie van toepassing is nie op—

- (a) bestuurders, voorvrouens, voormanne of toesighouers;
- (b) ontwerpers, arbeiders, of werknemers vir wie lone nie spesifiek in hierdie Ooreenkoms voorgeskryf word nie; of
- (c) werkgewers of werknemers wat, na die mening van die Raad, sonder grondige rede lidmaatskap geweier is;

met dien verstande voorts dat hierdie klousule nie van toepassing is nie op die indiensneming in die Nywerheid van 'n werknemer wat, na die mening van die Minister, grondige rede het om te weier om lid te word of lid te bly van die vakvereniging; voorts met dien verstande dat hierdie bepaling nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika van toepassing is nie; met dien verstande dat, as 'n immigrant te eniger tyd na sy eerste drie maande diens in die Nywerheid 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik in werking tree.

25. AGENTE

Die Raad moet een of meer bepaalde persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Dit is die plig van elke werkgever en elke werknemer om sodanige agent toe te laat om die navrae te doen en dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat vir sy doel nodig mag wees.

26. INDIENSNEMING VAN JEUGDIGES

Geen persoon onder die leeftyd van 15 jaar mag in die Nywerheid in diens geneem word nie.

27. VERSEKERING VAN LONE IN GEVAL VAN BRAND

Elke werkgever moet binne vier weke na die datum van publikasie van hierdie Ooreenkoms 'n versekeringspolis by 'n geregistreerde versekeringsmaatskappy uitneem wat voorsiening moet maak vir die betaling, aan alle werknemers van die werkgever wat weens brand sonder werk is, van die bedrag van twee weke se loon: Met dien verstande dat indien die stopsetting van die werk korter as twee weke duur, 'n pro rata-bedrag betaal mag word. Indien dit nie vir die werkgever moontlik is om so 'n versekeringspolis te verkry nie, moet hy by die Raad 'n bedrag deponeer wat gelyk is aan die lone, vir twee weke, van alle werknemers in die bedryfsinrigting op die datum waarop hierdie Ooreenkoms in werking tree, en die Raad moet sodanige bedrag in 'n spesiale trustbeleggingsrekening hou totdat dit vir so 'n betaling aan die werknemers nodig is. Enige verandering in die bedrag wat die Raad hou, moet aangebring word binne twee weke vanaf die datum van 'n vermeerdering of vermindering, na gelang van die geval, in die getal werknemers wat by die werkgever in diens is.

Namens die partye op hede die 13de dag van Oktober 1970 in Port Elizabeth onderteken.

G. HELLIWELL, Voorsitter van die Raad.

C. M. S. GELVAN, Ondervoorsitter van die Raad.

A. S. YOUNG, Sekretaris van die Raad.

No. R. 819 21 Mei 1971

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941**KLERASIENYWERHEID, OOSTELIKE PROVINSIE**

Ek, Marais Viljoen, Minister van Arbeid, 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 Klerasiennywerheid, gepubliseer by Goewermentskennisgewing R. 818 van 21 Mei 1971, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

No. R. 820

21 May 1971

**INDUSTRIAL CONCILIATION ACT, 1956
CLOTHING INDUSTRY, EASTERN PROVINCE
PROVIDENT FUND AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 31 July 1973, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions contained in clauses 1 (b), 3, 4, 5 and 7 of the said Agreement, shall be binding from the second Monday after the date of publication of this notice and for the period ending 31 July 1973, 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 Port Elizabeth, King William's Town and East London; and

(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 31 July 1973, the provisions contained in clauses 1 (b), 3, 4, 5 and 7 of the said Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY,
EASTERN PROVINCE**

PROVIDENT FUND

AGREEMENT

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

Eastern Province Clothing Manufacturers' Association
(hereinafter called "the employers" or "employers' organisation"),
of the one part, and the

Garment Workers' Union

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

being parties to the Industrial Council for the Clothing Industry,
Eastern Province.

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Port Elizabeth, King William's Town and East London, by all employers who are members of the employers' organisation and engaged in the Clothing Industry and by all employees who are members of the trade union and employed in the said Industry.

(b) Notwithstanding the provisions of paragraph (a) the terms of this Agreement shall only apply to employees for whom minimum wages are prescribed in the Council's Main Agreement and to the employers of such employees.

No. R. 820

21 Mei 1971

**WET OP NYWERHEIDSVERSOENING, 1956
KLERASIENYWERHEID, OOSTELIKE PROVINSIE
VOORSORGFONDSOOREENKOMS**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1973 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 vervat in klousules 1 (b), 3, 4, 5 en 7 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1973 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Port Elizabeth, King William's Town en Oos-Londen; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings vervat in klousules 1 (b), 3, 4, 5 en 7 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1973 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.

M. VILJOEN, Minister van Arbeid.

BYLAE

**NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID,
OOSTELIKE PROVINSIE**

VOORSORGFONDS

OOREENKOMS

ingevoel die Wet op Nywerheidsversoening, No. 28 van 1956, gesluit deur en tussen die

Eastern Province Clothing Manufacturers' Association

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

Garment Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid, Oostelike Provinsie.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Hierdie Ooreenkoms moet in die landdrosdistrikte Port Elizabeth, King William's Town en Oos-Londen nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Klerasienywerheid betrokke is, en deur alle werknemers wat lede van die vakvereniging en in daardie Nywerheid werksaam is.

(b) Ondanks paragraaf (a) is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie minimum lone in die Hoof-ooreenkoms van die Raad voorgeskryf word, en op die werkgewers van sodanige werknemers.

2. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-eight of the Act, and shall remain in force for a period expiring not later than 31 July 1973 or such period as may be determined by him.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, any reference to that Act shall include any amendments of the 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;

“Clothing Industry” or “Industry” means, without in any way limiting the ordinary meaning of the expression, dressmaking, the making of all classes of outer and under garments, including night wear and all classes of tweed and linen hats, caps and ties, and the making of all classes of garments to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities, but excludes bespoke tailoring;

“Council” means the Industrial Council for the Clothing Industry, Eastern Province, registered in terms of the Act;

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

“experience” means the total length of all periods of employment in the Industry of an employee in respect of whom wages are prescribed in the Main Agreement, and shall be deemed to be continuous from the time the employee enters his employer's service until the time such service is terminated; provided that an employee whose services are terminated at the end of his employer's working year and who resumes work with his former employer within 14 days of the re-opening of the employer's factory shall be deemed to have worked continuously;

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

“Main Agreement” means the Agreement published under Government Notice R. 818, dated 21 May 1971, and includes any amendment thereto.

“member” or “member of the Fund” means any person who contributes or has contributed to the Fund as an employee in terms of this Agreement;

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

“retiral age” means the age of 60 years;

“Secretary” means the Secretary of the Council and includes any official appointed to assist the Secretary;

“wage” means the weekly wage (excluding overtime or any supplementary wage) prescribed in the Main Agreement.

4. PROVIDENT FUND

(1) The Fund established in terms of the Agreement published under Government Notice 607 of 20 March 1953, and known as the Provident Fund for the Clothing Industry, Eastern Province (hereinafter referred to as “the Fund”), is hereby continued for the purpose of providing benefits to employees in the Industry.

The Fund shall consist of—

- any moneys standing to the credit of the said Fund as at the date of coming into operation of this Agreement;
- contributions paid into the Fund in accordance with this clause;
- interest derived from the investment of any moneys of the Fund;
- any other moneys to which the Fund may become entitled.

(2) The Fund shall be under the control of a Management Committee appointed by the Council consisting of three representatives of the employers and three representatives of the trade union.

An alternate may be appointed in respect of each representative. The Management Committee shall elect a chairman and a vice-chairman from amongst its members and shall prescribe its own rules of procedure. Should the Management Committee be unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers.

(3) The Management Committee shall have the power to make, amend and alter rules governing the administration of the Fund.

2. DATUM VAN INWERKINGTREDE EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens die bepalings van artikel 48 van die Wet vasstel en bly van krag vir die tydperk eindigende 31 Julie 1973 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van genoemde Wet melding gemaak word, word ook alle wysigings van die Wet bedoel, en tensy die teenoorgestelde bedoeling blyk, word met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy onbestaanbaar met die samehang beteken—

“Wet” die Wet op Nywerheidsversoenings, 1956;

“Klerasiennywerheid” of “Nywerheid”, sonder om die gewone betekenis van die woord enigerwyse te beperk, kleremakery, die vervaardiging van alle soorte bo- en onderklere, met inbegrip van nagklere, en alle soorte hoede, pette en dasse van tweed en linne, en die vervaardiging van alle soorte kledingstukke soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie en plaaslike besture, maar uitgesonderd kleremakery-op-maat;

“Raad” die Nywerheidsraad vir die Klerasiennywerheid, Oostelike Provinsie, soos geregistreer ingevolge die Wet;

“bedryfsinrigting” 'n plek waarin enige werkzaamheid in verband met die Klerasiennywerheid verrig word;

“ondervinding” die totale lengte van alle dienstrydperke wat 'n werknemer ten opsigte van wie lone in die Hoofdooreenkoms voorgeskryf word, in die Nywerheid gehad het en sodanige tydperke word geag aaneenlopend te wees vanaf die tyd waarop die werknemer in die diens van sy werkgever getree het tot die tyd waarop sodanige diens beëindig word; met dien verstande dat 'n werknemer wie se diens aan die einde van sy werkjaar se werkjaar beëindig word en wat binne 14 dae na die heropening van die werkgever se fabriek weer werk by sy vorige werkgever aanvaar, geag moet word vir 'n aaneenlopende tydperk te gewerk het;

“Fondsweek” 'n week bereken vanaf middernag tussen Vrydag en Saterdag tot middernag tussen die daaropvolgende Vrydag en Saterdag;

“Hoofdooreenkoms” die Ooreenkoms soos gepubliseer by Goewernementskennisgewing R. 818 van 21 Mei 1971 en sluit enige wysiging daarvan in.

“lid” of “lid van die Fonds” 'n persoon wat ooreenkomstig die bepalings van hierdie Ooreenkoms as 'n werknemer tot die Fonds bydra of bygedra het;

“benoemde” 'n persoon, deur 'n lid aangestel, aan wie enige voordeel wat sodanige lid ten tyde van sy afsterwe toekom, betaal moet word;

“aftredingsouderdom” die leeftyd van 60 jaar;

“Sekretaris” die Sekretaris van die Raad en ook 'n beampte wat aangestel is om die Sekretaris behulpsaam te wees;

“loon” die weekloon (uitgesonderd oortydbesoldiging of aanvullende loon) wat in die Hoofdooreenkoms voorgeskryf word.

4. VOORSORGFONDS

(1) Die Fonds wag gestig is ingevolge die Ooreenkoms gepubliseer by Goewernementskennisgewing 607 van 20 Maart 1953, en wat bekendstaan as die Voorsorgfonds vir die Klerasiennywerheid, Oostelike Provinsie (hieronder die “Fonds” genoem), word hierby voortgesit met die doel om voordele aan werknemers in die Nywerheid te verskaf.

Die Fonds bestaan uit—

- gelde in die kredit van genoemde Fonds op die datum waarop hierdie Ooreenkoms in werking tree;
- bydraes wat ooreenkomstig hierdie klousule aan die Fonds betaal word;
- rente verkry uit die belegging van gelde van die Fonds;
- alle ander gelde waarop die Fonds geregtig mag word.

(2) Die Fonds staan onder die beheer van 'n Bestuurskomitee wat deur die Raad aangestel is en wat bestaan uit drie verteenwoordigers van die werkgevers en drie verteenwoordigers van die vakvereniging.

Daar mag 'n sekondus ten opsigte van elke verteenwoordiger aangestel word. Die Bestuurskomitee moet 'n voorsitter en ondervoorsitter uit sy geledere kies en stel sy eie reglement van orde op. Indien die Bestuurskomitee om die een of ander rede nie daartoe in staat is om sy pligte uit te voer nie, moet die Raad daardie pligte uitvoer en sy bevoegdhede uitoefen.

(3) Die Bestuurskomitee het die bevoegdheid om reëls betreffende die administrasie van die Fonds, te maak, te wysig en te verander.

(4) The Management Committee shall collect all revenue and shall have the power to invest moneys surplus to current requirements as set out in clause 4 (7) (b). The Management Committee shall have the power to appoint an auditor, an actuary, a secretary and staff on such terms and conditions as it thinks fit and vary such appointments.

Contributions

(5) (a) All employees for whom wages are prescribed in an Agreement of the Council having not less than a total of six month's experience in the Industry shall become members of the Fund and contribute on the following basis:

Group 1.—Employees whose wages are less than R9,96 per week shall contribute 8c per week.

Group 2.—Employees whose wages are not less than R9,96 per week but less than R16,60 per week shall contribute 10c per week.

Group 3.—Employees whose wages are not less than R16,60 per week shall contribute 23c per week.

(b) Every employer shall on each pay-day deduct from the wages of each of his employees who is a member of the Fund an amount in accordance with paragraph (a) and to the aggregate of the amount so deducted the employer shall add an amount calculated on the following basis:

Group 1 employee.—Two cents per week.

Group 2 employee.—Four cents per week.

Group 3 employee.—Seventeen cents per week.

The employer shall forward the total amount so calculated to the Secretary, not later than the seventh day of the following month, together with a statement in such form as the Management Committee may from time to time prescribe.

It shall be the responsibility of the employers to ensure that deductions are made from the wages of all employees who qualify for membership of the Fund, and the employer shall be responsible for accounting to the Fund for both his own and the employees' contributions.

(c) Contributions in respect of a member who receives wages for one day or more during a fund week shall be payable in respect of a whole week.

(d) Where a member is employed by more than one employer in the Industry during a fund week, the employer by whom he is last employed during such week shall pay both his own contributions and those due by the member in respect of the whole week, and may deduct the contribution due by such member from his earnings as provided in clause 4 (5) (b), and no further contribution shall be payable by or in respect of such member in respect of that week.

(e) An employer shall not deduct the whole or any part of his own contributions from the earnings of a member or receive any consideration from the member in respect of such contributions.

(f) When a member is on leave on full pay or pay less than full pay, both his own and the employer's contributions shall be continued.

(g) Where a member works short-time, both his own and his employer's contributions shall be continued in accordance with subclause (a) hereof.

(h) If any contribution is made in error to the Fund, the Fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

(i) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the Fund payments which were not due, the Management Committee may set off the amount of benefits so paid—

(i) against any sum claimed from the Fund as a repayment of such contributions which were not due; and

(ii) against any future benefits that may become due by the Fund to the said member.

(j) Any member who re-enters the Industry after having let and received benefit in terms of clause 4 (6) (a) hereof shall on production of evidence of previous membership, of the Fund forthwith be readmitted to membership, but shall be regarded as a new member as from the date of readmission; provided that if he repays to the Fund in cash the full amount which he received on leaving the Industry, the Management Committee shall have the power to reinstate him with credit for his previous period of membership.

(k) A member who becomes re-engaged in the Industry without having received payment of benefits in terms of clause 4 (6) shall immediately become disentitled to any benefits which might have been payable had he not so become re-engaged and shall have credit from his previous period of membership.

(4) Die Bestuurskomitee moet alle inkomste invorder en het die bevoegdheid om surplusgelden wat nie vir die vereistes soos in klousule 4 (7) (b) bepaal, nodig is nie, te belê. Die Bestuurskomitee het die bevoegdheid om 'n ouditeur, 'n aktuaris, 'n sekretaris en personeel aan te stel op dié voorwaardes wat hy dienstig ag en om sodanige aanstellings te verander.

Bydraes

(5) (a) Alle werknemers vir wie lone in 'n ooreenkoms van die Raad voorgeskryf word en wat altesaam minstens ses maande ondervinding in die Nywerheid het, moet lede van die Fonds word en op onderstaande grondslag bydra:

Groep 1.—Werknemers wie se lone minder as R9,96 per week is, moet 8c per week bydra.

Groep 2.—Werknemers wie se lone minstens R9,96 per week maar minder as R16,60 per week is, moet 10c per week bydra.

Groep 3.—Werknemers wie se lone minstens R16,60 per week is, moet 23c per week bydra.

(b) Elke werkgever moet op elke betaaldag 'n bedrag van die loon van elkeen van sy werknemers wat lid van die Fonds is, ooreenkomstig paragraaf (a) aftrek, en by dié totaal van dié bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat op onderstaande grondslag bereken is:

Groep 1-werknemer.—Twee sent per week.

Groep 2-werknemer.—Vier sent per week.

Groep 3-werknemer.—Sewentien sent per week.

Die werkgever moet die totale bedrag aldus bereken, voor of op die sewende dag van die daaropvolgende maand aan die Sekretaris stuur tesame met 'n staat in dié vorm wat die Bestuurskomitee van tyd tot tyd kan voorskryf.

Die werkgever is daarvoor verantwoordelik om te verseker dat die bedrae afgetrek word van die lone van alle werknemers wat as lede van die Fonds kwalifiseer, en die werkgever moet beide sy eie en die werknemers se bydraes by die Fonds verantwoord.

(c) Bydraes ten opsigte van 'n lid wat vir een dag of meer gedurende 'n fondswEEK loon ontvang het, is ten opsigte van 'n hele week betaalbaar.

(d) Waar 'n lid gedurende 'n fondswEEK deur meer as een werkgever in die Nywerheid in diens geneem is, moet die werkgever by wie hy die laaste gedurende sodanige week in diens was, beide sy eie bydraes en dié wat deur die lid verskuldig is, ten opsigte van die hele week betaal, en sodanige werkgever mag die bydrae wat deur sodanige lid verskuldig is, van die loon van sodanige werknemer aftrek soos in klousule 4 (5) (b) bepaal, en geen verdere bydrae deur of ten opsigte van sodanige lid is dan ten opsigte van daardie week betaalbaar nie.

(e) 'n Werkgever mag nie sy eie bydrae of 'n deel daarvan van die dienste van 'n lid aftrek of enige teenprestasie van die lid ten opsigte van sodanige bydrae ontvang nie.

(f) Wanneer 'n lid met verlof is met volle besoldiging of met besoldiging wat minder as sy volle besoldiging is, moet beide sy eie en die werkgever se bydraes voortgesit word.

(g) Waar 'n lid korttyd werk, moet beide sy eie en sy werkgever se bydraes voortgesit word ooreenkomstig die bepalings van subklousule (a) hiervan.

(h) Waar 'n bydrae per abuis aan die Fonds betaal is, is die Fonds na verloop van ses maande vanaf die datum van sodanige betaling nie vir die terugbetaling van daardie bydrae aanspreeklik nie.

(i) Wanneer 'n voordeel per abuis aan 'n lid betaal is as gevolg daarvan dat sodanige lid 'n bedrag aan die Fonds betaal het wat nie verskuldig was nie, mag die Bestuurskomitee die bedrag van dié voordeel wat aldus betaal is, verreken teen—

(i) enige bedrag wat van die Fonds geëis word as terugbetaling van sodanige bydraes wat nie verskuldig was nie; en

(ii) enige toekomstige voordele wat deur die Fonds aan genoemde lid verskuldig mag word.

(j) 'n Lid wat weer tot die Nywerheid toetree nadat hy dié verlaat en 'n voordeel ooreenkomstig klousule 4 (6) (a) hiervan ontvang het, moet dadelik weer as lid toegelaat word sodra hy bewys lewer dat hy voorheen lid van die Fonds was; maar hy moet vanaf die datum van hertoelating as 'n nuwe lid beskou word; met dien verstande dat as hy dié volle bedrag wat hy ontvang het toe hy die Nywerheid verlaat het, in kontant aan die Fonds terugbetaal, die Bestuurskomitee dié bevoegdheid besit om hom weer met sy vorige tydperk van lidmaatskap te krediteer.

(k) 'n Lid wat weer in die Nywerheid in diens geneem word sonder dat 'n voordeel ooreenkomstig klousule 4 (6) aan hom betaal is, word onmiddellik nie-geregig op voordele wat aan hom betaalbaar mag gewees het as hy nie aldus weer in diens geneem is nie en word met sy vorige tydperk van lidmaatskap gekrediteer.

Benefits

(6) (a) If a member shall leave the Industry permanently for any reason other than those under paragraphs (b) and (c) hereof, he shall be entitled to the following benefits:

(i) If the total period of his contribution does not exceed two years the total amount contributed by him;

(ii) if the total period of his contribution exceeds two years but does not exceed four years the total amount contributed by him plus 10 per cent thereof;

(iii) if the total period of his contributions exceeds three years but does not exceed four years the total amount contributed by him plus 17½ per cent thereof;

(iv) for each succeeding year of contribution an additional 7½ per cent with a maximum of 100 per cent;

and the total amount shall be paid three months after his leaving the Industry; provided that the Management Committee may pay moneys due to members in instalments over a period not exceeding six calendar months, should members so desire.

(b) If a member leaves the Industry on or after reaching retiral age, or if a member is compelled to retire from work owing to incapacitation prior to reaching retiral age, and the Management Committee is satisfied that such incapacitated member is totally unable to earn his living in the Industry, it shall grant such member benefits up to the full amount of his own and the employer's contributions.

(c) On proof, satisfactory to the Management Committee of the death of a member, the Fund shall pay a lump sum equal to the aggregate amount of his own and the employer's contributions to a nominee appointed by the member before his death, or into the estate of the deceased member. In the event of the appointed nominee being dead at the time when payment of the benefit is due, such benefit shall be paid into the estate of the deceased member. If the nominee is a minor, the Management Committee shall pay the benefit to such minor's legal guardian.

On similar proof of the death of an employee who has retired from his employment, and was receiving benefit from the Fund, the Fund shall pay to a nominee or into his estate, as provided in the foregoing paragraph, the difference, if any by which the aggregate amount calculated in terms of clause 4 (7) (a) or (b) exceeds the total payments which have been made to the retired member.

The Management Committee shall be advised in writing of the appointment of a nominee or of any change in regard to such appointment and of the address of such nominee. If a deceased member shall have failed to advise the Management Committee in writing of the name and address of his nominee in terms of this subclause any benefit due in terms of this subclause shall be paid into the estate of such deceased member.

(d) If a member has received benefit to which he is not entitled under the provisions of this Fund and the matter is not dealt with in the manner set out in paragraph (i) of clause 4 (5), he shall be liable to repay the Fund the amount of the benefit so received; provided that if the Management Committee deems it inequitable in any particular case to demand repayment of the whole amount of the benefit it may in its discretion demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

(e) Save as is provided in this subclause, no benefit or right to benefit shall be capable of being assigned or transferred or otherwise ceded or of being pledged or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or subject to any execution under a judgement or order of a court of law, and if a member attempts to assign, transfer or otherwise cede or to pledge or hypothecate any benefit or right of benefit, payment of benefit may be withheld, suspended or entirely discontinued if the Management Committee so determine.

(f) Nothing contained in this Agreement shall in any way affect the right of any member or his dependants to claim compensation or damages to workmen injured or dying from any accident arising out of and in the course of their employment; and the amount payable under this subclause shall not be reduced by reason of any payment that may be made under any such law.

(g) On admission to the Fund a member shall submit a birth certificate or such other proof of age as is satisfactory to the Management Committee.

Voordele

(6) (a) Indien 'n lid die Nywerheid vir goed verlaat om 'n ander rede as dié genoem in paragrafe (b) en (c) hiervan, is hy geregtig op die volgende voordele:

(i) Indien die totale tydperk van sy bydraes hoogstens twee jaar is, die totale bedrag wat hy bygedra het;

(ii) indien die totale tydperk van sy bydraes langer as twee jaar maar korter as drie jaar is, die totale bedrag wat hy bygedra het, plus 10 persent daarvan;

(iii) indien die totale tydperk van sy bydraes langer as drie jaar is, maar nie langer as vier jaar nie, die totale bedrag wat hy bygedra het, plus 17½ persent daarvan;

(iv) vir elke daaropvolgende jaar wat hy bygedra het, 'n addisionele 7½ persent, met 'n maksimum van 100 persent;

en die totale bedrag moet drie maande nadat hy die Nywerheid verlaat het, betaal word; met dien verstande dat die Bestuurskomitee gelde wat aan lede verskuldig is, in paaiemente oor 'n tydperk van hoogstens ses kalendermaande mag betaal indien lede dit verlang.

(b) Indien 'n lid die Nywerheid verlaat wanneer of nadat hy die aftredingsleeftyd bereik het of indien 'n lid verplig is om weens ongeskiktheid af te tree voordat hy die aftredingsleeftyd bereik het en die Bestuurskomitee daarvan oortuig is dat sodanige ongeskikte lid hoegenaamd nie daartoe in staat is om 'n bestaan in die Nywerheid te vind nie, moet die Bestuurskomitee aan sodanige lid die voordele betaal wat gelyk is aan die volle bedrag van sy eie bydraes en dié van die werkgewer.

(c) Wanneer daar tot tevredenheid van die Bestuurskomitee bewys gelewer is van die dood van 'n lid, moet die Fonds 'n ronde som gelyk aan die totale bedrag van sy eie bydraes en dié van die werkgewer, aan 'n benoemde wat die lid voor sy dood aangestel het of aan die boedel van die afgestorwe lid betaal. Ingeval die aangestelde benoemde reeds dood is wanneer die voordele betaalbaar is, moet sodanige voordeel aan die boedel van die afgestorwe lid betaal word. Indien die benoemde 'n minderjarige is, moet die Bestuurskomitee die voordeel aan sodanige minderjarige se wettige voog betaal.

Wanneer insgelyks bewys gelewer word van die dood van 'n werknemer wat reeds uit diens getree het en wat in ontvangs was van 'n voordeel uit die Fonds, moet die Fonds die verskil (as daar is) tussen die totale bedrag wat ooreenkomstig klousule 4 (7) (a) of (b) bereken is en die totale betalings wat die afgestorwe lid ontvang het, aan 'n benoemde of aan sy boedel betaal soos in die voorgaande paragraaf bepaal.

Die Bestuurskomitee moet skriftelik in kennis gestel word van die aanstelling van 'n benoemde, of van 'n verandering in verband met sodanige aanstelling, en van die adres van sodanige benoemde. Indien 'n afgestorwe lid versuim het om die Bestuurskomitee skriftelik te verwittig van die naam en adres van sy benoemde soos in hierdie subklousule bepaal, moet enige voordeel wat ingevolge hierdie subklousule verskuldig is, aan die boedel van sodanige afgestorwe lid betaal word.

(d) Indien 'n lid 'n voordeel ontvang het waarop hy nie kragtens die bepalings van hierdie Fonds geregtig is nie, en indien die saak nie ooreenkomstig paragraaf (i) van klousule 4 (5) behandel is nie, is hy daarvoor aanspreeklik om die bedrag van die voordeel wat hy aldus ontvang het, aan die Fonds terug te betaal; met dien verstande dat, as die Bestuurskomitee dit in 'n bepaalde geval onbillik ag om terugbetaling van die hele bedrag van die voordeel te eis, hy na sy goedvinde die terugbetaling van 'n kleiner bedrag mag vereis of sodanige lid mag vrystel van die terugbetaling van die hele bedrag.

(e) Behoudens hierdie subklousule, mag geen voordeel of reg op 'n voordeel afgestaan of oorgedra of op 'n ander manier gesedeer of verpand of verhipotekeer word nie en mag daar ook nie op 'n bydrae wat deur of ten behoeve van 'n lid gemaak is, beslag gelê word nie, of mag dit nie onderworpe wees nie aan eksekusie ingevolge 'n uitspraak of bevel van 'n geregshof, en as 'n lid poog om enige voordeel of reg op 'n voordeel oor te maak, oor te dra of op 'n ander manier te sedeer of te verpand of te verhipotekeer, mag die betaling van die voordeel teruggehou, opgeskort of heeltemal gestaak word indien die Bestuurskomitee aldus bepaal.

(f) Die reg van 'n lid of sy afhanklikes om vergoeding of skadevergoeding te eis ten opsigte van 'n werkman wat beseer is of sterf as gevolg van 'n ongeluk wat ontstaan het uit of voorgekom het in die loop van sy diens, word geensins deur die bepalings van hierdie Ooreenkoms geraak nie; en die bedrag wat ingevolge hierdie subklousule betaalbaar is, mag nie as gevolg van 'n betaling wat ingevolge sodanige regsbepalings geskied, verminder word nie.

(g) Wanneer 'n lid tot die Fonds toegelaat word, moet hy 'n geboortesertifikaat of dié ander bewys van sy ouderdom voorleë wat vir die Bestuurskomitee aanvaarbaar is.

If any benefit due and payable, other than to a nominee appointed in terms of subclause 6 (c) of this clause, is not claimed within four years from the due date thereof, the Management Committee shall within three months of the expiration of the said period of four years, cause to be published in successive issues of two newspapers circulating in the Eastern Province, one of which shall be a newspaper circulating in the town in which the member to whom the benefit is due was normally resident at the time such benefits became due stating that a list of all persons who have not claimed their benefits within the period of four years stated above, is available for inspection at the offices of the Council, and of the trade union which is a party to the Agreement, and calling upon all interested persons to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds on which such claims are made.

Such claims shall be met in accordance with the provisions of paragraphs (a), (b) or (c) of this subclause provided that the Management Committee may, if it deems fit, deduct the cost of advertising. In the event of no claim being made by or on behalf of the person whose name appears on the list, any benefits due to him shall be forfeited to the Fund provided that the Management Committee may at its discretion authorise the payment of benefits in the event of a claim being made after the benefits have been forfeited to the Fund.

Finance

(7) (a) The moneys accruing to the Fund shall be paid into a bank or banks or building society or societies on current or deposit account, and all cheques shall be signed by such persons as the Management Committee may appoint.

(b) Any moneys not required to meet current payments shall be invested or lent out in securities, bills or loans issued or guaranteed directly or indirectly, by the Government of the Republic or any municipal or other local authority, in bonds or securities of a public board and on first mortgage of landed property, and in deposits with banking institutions and building societies at the discretion of the Management Committee, which may call in or vary such securities as it may from time to time determine.

(8) An accountant shall at such times as the Management Committee in its discretion may require conduct investigations into the Fund and a valuation of the liabilities of the Fund, and shall make a report thereon to the Management Committee and shall make recommendation for the declaration of a bonus or creation of a reserve for additional benefits.

(9) The Management Committee shall, if it deems fit, declare a bonus based on the recommendations of the accountant, and any bonus so declared shall be credited to the contributors' accounts and shall be payable to such members at the same time and in addition to the benefits prescribed in clause 4 (6) of this Agreement, or shall if it deems fit, create a financial reserve for the payment of additional benefits to members who are compelled to retire from the Industry in terms of clause 4 (6) (b). Such additional benefits shall be based on a formula to be approved by the Council and related to the period of service in the Industry of such member.

(10) (a) The Secretary of the Management Committee shall, as soon as possible after 31 December each year, prepare statements in a suitable manner showing the position of the Fund as at that date. The statements shall be audited by a public accountant appointed by the Management Committee and shall be submitted to the Council.

(b) The audited consolidated statements and the auditor's report thereon shall lie for inspection at the head office of the Council and copies of them shall be sent to the Industrial Registrar within three months of the close of the period covered by it.

(c) All expenses incurred in the administration of the Fund shall be a charge upon the Fund.

General

(11) If an employee is transferred or promoted to an occupation the wages for which are not prescribed, he shall cease to contribute to the Fund and shall be entitled to the benefits in terms of clause 4 (6) (a).

(12) Upon the expiry of this Agreement or any extension thereof, and in the event of no subsequent Agreement being negotiated for the purpose of continuing the operation of the Fund within 12 months from the expiry of this Agreement or any extension thereof, the Fund shall continue to be administered by the Management Committee, and in the event of a subsequent Agreement not being negotiated within a period of 12

Indien 'n voordeel wat aan iemand anders betaalbaar is as aan 'n benoemde wat kragtens subklousule (6) (c) van hierdie klousule aangestel is, nie binne vier jaar vanaf die datum waarop dit verskuldig geword het, geëis word nie, moet die Bestuurskomitee binne drie maande na die verstryking van genoemde tydperk van vier jaar 'n kennisgewing waarin verklaar word dat 'n lys van alle persone wat nie hul voordele binne die tydperk van vier jaar hierbo genoem, geëis het nie, in die kantoor van die Raad en van die vakvereniging wat 'n party by hierdie Ooreenkoms is, ter insae lê, laat publiseer in agtereenvolgende uitgawes van twee nuusblaaie wat in die Oostelike Provinsie gelees word en waarvan een 'n nuusblad moet wees wat gelees word in die dorp waarin die lid aan wie die voordeel verskuldig is, gewoonlik woonagtig was toe sodanige voordeel verskuldig geword het, en alle belanghebbende persone moet in sodanige kennisgewing versoek word om eise vir sodanige voordele binne 'n tydperk van drie maande vanaf die laaste verskyning van die advertensie in te dien en om volledige besonderhede te verstrek van die gronde waarop sodanige eise ingestel word.

Sodanige eise moet betaal word ooreenkomstig paragraaf (a), (b) of (c) van hierdie subklousule; met dien verstande dat die Bestuurskomitee die advertensiekoste mag aftrek indien hy dit dienstig ag. Indien geen eis deur of ten behoeve van die persoon wie se naam op die lys voorkom, ingestel word nie, word alle voordele wat aan hom verskuldig is, aan die Fonds verbeur; met dien verstande dat die Bestuurskomitee na sy goedvinde magtiging mag verleen vir die betaling van voordele ingeval 'n eis ingedien word nadat die voordele aan die Fonds verbeur is.

Finansies

(7) (a) Alle gelde wat die Fonds toeval, moet in 'n bank of banke of bouvereniging of -verenigings in 'n lopende of deposito-rekening gestort word, en alle tjeks moet onderteken word deur dié persone wat die Bestuurskomitee mag aanstel.

(b) Alle gelde wat nie vir lopende betalings nodig is nie, moet belê of uitgeleen word in die vorm van effekte, wissels of lenings wat regstreeks of onregstreeks uitgereik of gewaarborg word deur die Regering van die Republiek of 'n munisipale of ander plaaslike bestuur, en in die vorm van obligasies of sekuriteite van 'n openbare raad en op eerste verband op vaste eiendom en in deposito's by bankinrigtings en bouverenigings. Na die goedvinde van die Bestuurskomitee, wat sodanige effekte mag oproep of verander soos hy van tyd tot tyd mag bepaal.

(8) 'n Rekenmeester moet op dié tye wat die Bestuurskomitee na sy goedvinde mag vereis, ondersoek instel na die fonds, die aanspreeklikhede van die Fonds waardeur, 'n verslag daarvoor aan die Bestuurskomitee opstel en aanbevelings doen in verband met die verklaring van 'n bonus of die skepping van 'n reserwe vir addisionele voordele.

(9) Die Bestuurskomitee moet, indien hy dit dienstig ag, 'n bonus verklaar wat gebaseer is op die aanbevelings van die rekenmeester, en die rekenings van die bydraers moet gekrediteer word met alle bonusse aldus verklaar, en sodanige bonusse is aan sodanige lede betaalbaar benewens en terselfdertyd as die voordele voorgeskryf in klousule 4 (6) van hierdie Ooreenkoms, of die Bestuurskomitee mag, indien hy dit dienstig ag, 'n finansiële reserwe skep vir die betaling van addisionele voordele aan lede wat ingevolge klousule 4 (6) (b) verplig word om uit die diens van die Nywerheid te tree. Sodanige addisionele voordele moet gebaseer word op 'n formule wat die Raad goedkeur en wat in verhouding is tot die tydperk van diens van die betrokke lid in die Nywerheid.

(10) (a) Die Sekretaris van die Bestuurskomitee moet so gou moontlik na 31 Desember elke jaar 'n staat op 'n geskikte manier opstel wat die toestand van die Fonds op daardie datum aantoon. Dié state moet geouditeer word deur 'n openbare rekenmeester wat deur die Bestuurskomitee aangestel word en moet aan die Raad voorgelê word.

(b) Die geouditeerde gekonsolideerde state en die ouditeur se verslag daarvoor moet in die hoofkantoor van die Raad ter insae lê en kopieë daarvan moet binne drie maande na verstryking van die tydperk wat daardeur gedek word, aan die Nywerheidsregistrator gestuur word.

(c) Alle uitgawes wat in verband met die administrasie van die Fonds aangegaan word, word teen die Fonds in rekening gebring.

Algemeen

(11) Indien 'n werknemer oorgeplaas of bevorder word tot 'n beroep waarvoor daar nie 'n loon voorgeskryf is nie, hou hy op om tot die Fonds by te dra en is hy geregtig op die voordele soos in klousule 4 (6) (a) bepaal.

(12) By die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan en ingeval daar nie binne drie maande vanaf die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan 'n ander ooreenkoms aangegaan word met die doel om hierdie Fonds voort te sit nie, moet die Fonds nog geadminestreer word deur die Bestuurskomitee, en ingeval geen latere ooreenkoms

months from the expiry of this Agreement, or any extension thereof, the Fund shall be either liquidated as though the employees in question had left the Industry, or transferred by the Council to any other Fund constituted for the same purpose as that for which the original Fund was created.

(13) In the event of the dissolution of the Council or in the event of it ceasing to function in the period during which this Agreement is binding in terms of section 34 (2) of the Act, the Management Committee shall continue to administer the Fund and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry as the case may be so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. If there is no Council in existence upon the expiration of this agreement the Fund shall be liquidated by the Committee or the Trustees, as the case may be, in the manner set forth in clause 5.

5. LIQUIDATION

Upon the liquidation of the Fund in terms of clause 4 (12), and the payment of moneys due to members in terms of that sub-clause, the moneys remaining to the credit of the Fund after payment of all claims against the Fund including administration and liquidation expenses, shall be paid into the Funds of the Council. If 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.

6. AGENTS

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

7. EXEMPTIONS

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

This Agreement signed on behalf of the Parties this 13th day of October 1970.

G. HELLIWELL, Chairman of the Council.

C. M. S. GELVAN, Vice-Chairman of the Council.

A. S. YOUNG, Secretary of the Council.

No. R. 821

21 May 1971

INDUSTRIAL CONCILIATION ACT, 1956 CLOTHING INDUSTRY, EASTERN PROVINCE SICK BENEFIT FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 31 July 1973, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

binne 'n tydperk van ses maande vanaf die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan aangegaan word nie, moet die Fonds of gelikwider word asof die betrokke werknemers die Nywerheid verlaat het of deur die Raad oorgedra word aan 'n ander Fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike fonds ingestel is.

(13) Ingeval die Raad ontbind of ingeval dit ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms bindend is ingevolge die bepalings van artikel 34 (2) van die Wet, moet die Bestuurskomitee aanhou om die Fonds te administreer, en diegene wat lede van die Komitee is op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag lede daarvan te wees vir hierdie doeleindes; met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Registrateur uit die gelede van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval geval mag word, ten einde te verseker dat die werkgewers en die werknemers ewe veel verteenwoordigers en sekundi in die ledetal van die Komitee het. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te oefen, en sodanige trustee of trustees het vir hierdie doel al die bevoegdhede van die Komitee. Indien daar by verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Fonds deur die Komitee of die Trustees, na gelang van die geval, gelikwider word op die wyse wat in Klousule 5 uiteengesit word.

5. LIKWIDASIE

By likwidasië van die Fonds ooreenkomstig klousule 4 (12) en die betaling van gelde wat aan lede verskuldig is ooreenkomstig daardie subklousule, moet die geld wat in die krediet van die Fonds staan na betaling van alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiëkoste, in die fondse van die Raad gestort word. Indien die sake van die Raad dan alreeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

6. AGENTE

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

7. VRYSTELLINGS

Die Raad mag voorwaardelik of andersins om 'n afdoende rede vrystelling van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen.

Namens die Nywerheidsraad vir die Klerasiennywerheid (Oostelike Provinsie) op hede die 13de dag van Oktober 1970 in Port Elizabeth onderteken.

G. HELLIWELL, Voorsitter van die Raad.

C. M. S. GELVAN, Ondervoorsitter van die Raad.

A. S. YOUNG, Sekretaris van die Raad.

No. R. 821

21 Mei 1971

WET OP NYWERHEIDSVERSOENING, 1956 KLERASIENYWERHEID, OOSTELIKE PROVINSIE SIEKTEBYSTANDFONDSOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasiennywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1973 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) 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 (1) (a), 2 and 5, shall be binding from the second Monday after the date of publication of this notice and for the period ending 31 July 1973, 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 Port Elizabeth, King William's Town and East London; and

(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 31 July 1973, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 5, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, EASTERN PROVINCE

SICK BENEFIT FUND

AGREEMENT

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

Eastern Province Clothing Manufacturers' Association

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

Garment Workers' Union

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

being the parties to the Industrial Council for the Clothing Industry, Eastern Province.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) (a) Subject to the provisions of subclause (2) hereof, the terms of this Agreement shall be observed in the Magisterial Districts of Port Elizabeth, King William's Town and East London, by all employers who are members of the employers' organisation and engaged in the Clothing Industry and by all employees who are members of the trade union and employed in that Industry.

(b) Notwithstanding the provisions of paragraph (a) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in the Main Agreement.

(2) The terms of this Agreement shall not apply to a designer who is remunerated monthly at a rate in excess of the weekly wage prescribed in the Main Agreement for such employee multiplied by 4½ and whose conditions of employment include the following provisions:

(a) That this contract of service may not be terminated without a month's notice;

(b) that this monthly remuneration will not be reduced as a result of short-time working, unpaid public holidays, or periods of absence through illness not exceeding 10 working days in any one year of employment and subject to the production of a medical certificate if required by the employer.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of the Industrial Conciliation Act, 1956, and shall remain in force for a period expiring not later than 31 July 1973, or such other period as may be determined by him.

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 5, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1973 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Port Elizabeth, King William's Town en Oos-Londen; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 5, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1973 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.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID, OOSTELIKE PROVINSIE

SIKTEBYSTANDFONDS

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, soos gewysig, gesluit deur en tussen die

Eastern Province Clothing Manufacturer's Association

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

Garment Worker's Union

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid, Oostelike Provinsie.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) (a) Behoudens subklousule (2) hiervan, moet die bepalings van hierdie Ooreenkoms in die landdrosdistrikte Port Elizabeth, King William's Town en Oos-Londen, nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Klerasienywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging en in daardie Nywerheid werksaam is.

(b) Ondanks paragraaf (a) is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in die Hoofdooreenkoms voorgeskryf word.

(2) Hierdie Ooreenkoms is nie van toepassing nie op 'n ontwerper wat maandeliks besoldig word teen 'n koers van meer as die weekloon wat in die Hoofdooreenkoms vir sodanige werknemer voorgeskryf word, vermenigvuldig met 4½, en wie se diensvoorwaardes die volgende bepalings insluit:

(a) Dat sy dienskontrak nie sonder 'n maand kennisgewing beëindig word nie;

(b) dat sy maandelikse besoldiging nie as gevolg van korttydwerk, openbare vakansiedae sonder besoldiging of tydperke van afwesigheid weens siekte van hostens 10 werkdade in 'n bepaalde jaar diens, behoudens die indiening van 'n geneeskundige sertifikaat indien dit deur die werkgewer vereis word, minder mag word nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens die Wet op Nywerheidsversoenig, 1956, vasstel en bly van krag vir 'n tydperk wat voor of op 31 Julie 1973 verstrik, of vir dié tydperk wat hy bepaal.

3. DEFINITIONS

Any terms used in this Agreement, which are defined in the Act, shall have the same meaning as in that Act. A 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;

"Clothing Industry" or "Industry" without in any way limiting the ordinary meaning of the expression means dressmaking, the making of all classes of outer and under garment, including nightwear and all classes of tweed and linen hats, caps and ties, and the making of all classes of garments to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities, but excludes bespoke tailoring;

"Council" means the Industrial Council for the Clothing Industry, Eastern Province, registered in terms of the Industrial Conciliation Act, 1937, and deemed to have been registered in terms of the Industrial Conciliation Act, 1956;

"daily wage" means the weekly wage divided by five;

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

"Main Agreement" means the Agreement published under Government Notice R. 818, dated 21 May 1971, and includes any amendment thereto;

"wage" means the weekly wage excluding overtime or any supplementary wage, prescribed in the Main Agreement.

4. SICK BENEFIT FUND

(1) The Fund known as the Clothing Industry Sick Benefit Fund (hereinafter referred to as "the Fund") established in terms of clause 21 of the Agreement published under Government Notice 1928 of 1 December 1939, is hereby continued.

(2) The object of the Fund shall be the provision of medical, pharmaceutical and sick pay benefits to employees suffering from ill-health and special financial benefits to employees suffering from tuberculosis.

(3) The Fund shall be under the control of a management committee consisting of three representatives of the employers and three representatives of the employees appointed by the Council from amongst its members. An alternate may be appointed in respect of each representative.

(4) The Management Committee shall have the power to make, amend and alter rules governing the administration of the Fund. Copies of the rules and any amendments shall be lodged with the Secretary for Labour.

(5) (a) All employees for whom wages are prescribed in the Main Agreement shall become members of the Fund and shall be classified in the following groups:

Group 1.—Employees for whom a wage of not more than R8,50 per week, is prescribed.

Group 2.—Employees for whom a wage of more than R8,50 but not more than R12 per week, is prescribed.

Group 3.—Employees for whom a wage of more than R12 but not more than R18 per week is prescribed.

Group 4.—Employees for whom a wage of more than R18 per week, is prescribed.

(b) Every employer shall, on each pay day deduct from the wage of each employee the following amounts, hereinafter referred to as "contributions":

Group 1.—The sum of 10c.

Group 2.—The sum of 16c.

Group 3.—The sum of 23c.

Group 4.—The sum of 26c.

(c) To the aggregate of the amount so deducted the employer shall add an amount calculated on the following basis and forward not later than the seventh day of the following month, the total sum together with a statement in such form as the Council may from time to time prescribe to the Secretary of the Council, P.O. Box 2221, Port Elizabeth:

Group 1 employee.—24 cents per week.

Group 2 employee.—24 cents per week.

Group 3 employee.—24 cents per week.

Group 4 employee.—26 cents per week.

(6) An employee who has paid contributions for at least 13 weeks shall, subject to the afore-mentioned rules, be entitled to—

(a) all medical attention except confinement, anaesthetics, dental, optical, nose, ear and throat and other operations, save such minor operations as the Fund's medical officer may consent to perform within the scope of the Fund;

3. WOORDOMSKRYWINGS

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

"Wet" die Wet op Nywerheidsversoenings, 1956;

"Klerasiennywerheid" of "Nywerheid", sonder om die gewone betekenis van die woord enigerwyse te beperk, kleremakery, die vervaardiging van alle soorte bo- en onderklere, met inbegrip van slaapkler, en alle soorte hoede, pette en dasse van tweed en linne, en die vervaardiging van alle soorte kledingstukke soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of plaaslike besture, uitgesonderd kleremakery-op-maat;

"Raad" die Nywerheidsraad vir die Klerasiennywerheid, Oostelike Provinsie, wat ingevolge die Nywerheidsversoeningwet, 1937, geregistreer is en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956;

"dagloon" die weekloon gedeel deur vyf;

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

"Hoofdooreenkoms" die Ooreenkoms wat by Goewermentskennisgewing R. 818 van 21 Mei 1971 gepubliseer is; en sluit enige wysiging daarvan in;

"loon" die weekloon, uitgesonderd oortydbesoldiging of enige aanvullende loon, voorgeskryf in die Hoofdooreenkoms.

4. SIEKTEBYSTANDFONDS

(1) Die Fonds wat as die Siektebystandfonds van die Klerasiennywerheid bekend staan (hieronder die "Fonds" genoem), wat ingestel is ooreenkomstig klousule 21 van die Ooreenkoms wat by Goewermentskennisgewing 1928 van 1 Desember 1939, gepubliseer is, word hierby voortgesit.

(2) Die doel van die Fonds is om mediese, farmaseutiese en siektesoldyvoordele aan lede wat aan swak gesondheid ly en spesiale finansiële voordele aan werknemers wat aan tuberkulose ly, te verskaf.

(3) Die Fonds word beheer en bestuur deur 'n bestuurskomitee wat bestaan uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers wat deur die Raad uit sy geledele aangestel word, 'n Sekundus mag ten opsigte van elke verteenwoordiger aangestel word.

(4) Die Bestuurskomitee besit die bevoegdheid om reëls betreffende die administrasie van die Fonds te maak, te wysig en te verander. Kopieë van die reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(5) (a) Alle werknemers vir wie lone in die Hoofdooreenkoms voorgeskryf word, moet lede van die Fonds word en word in die volgende groepe geklassifiseer:

Groep 1.—Werknemers vir wie lone van hoogstens R8,50 per week voorgeskryf word.

Groep 2.—Werknemers vir wie lone van meer as R8,50 maar hoogstens R12 per week voorgeskryf word.

Groep 3.—Werknemers vir wie lone van meer as R12 maar hoogstens R18 per week voorgeskryf word.

Groep 4.—Werknemers vir wie lone van meer as R18 per week voorgeskryf word.

(b) Elke werkgewer moet op elke betaaldag van elke werknemer die volgende bedrae, hieronder "bydraes" genoem, aftrek:

Groep 1.—Die bedrag van 10c.

Groep 2.—Die bedrag van 16c.

Groep 3.—Die bedrag van 23c.

Groep 4.—Die bedrag van 26c.

(c) By die totaal aldus afgetrek, moet die werkgewer 'n bedrag byvoeg wat op ondergemelde grondslag bereken is, en die totale bedrag, saam met 'n staat in 'n vorm wat die Raad van tyd tot tyd voorskryf, aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, stuur:

Groep 1-werknemer.—24c per week.

Groep 2-werknemer.—24c per week.

Groep 3-werknemer.—24c per week.

Groep 4-werknemer.—26c per week.

(6) 'n Werknemer wat bydraes vir minstens 13 weke betaal het, is, behoudens onderstaande reëls, geregtig op—

(a) alle mediese behandeling, uitgesonderd 'n bevalling, narkose, tandheelkundige, oogkundige, neus-, oor-, keel-, en ander operasies, behalwe dié kleinere operasies wat die Fonds se mediese beampte mag toestem om binne die bestek van die Fonds uit te voer;

(b) supplies on the authority of a prescription signed by the Fund's medical officer of medicines, drugs, ointments, bandages and lotions; provided that the member shall be liable for the first 30 cents of the cost of each prescription or the first 20 cents of the cost of each item whichever is the greater; provided further that the member's maximum liability in respect of any one prescription shall not exceed 50 cents;

(c) subsidy in the discretion of the Management Committee towards the cost of spectacles;

(d) sick pay at the rate of one-third of the employee's daily wage for each day of absence due to illness up to and including 48 continuous days' absence, with a minimum of 45 cents per day.

In the event of an employee exhausting the full period of benefit under this subclause a further period of contributions of 13 weeks shall elapse before such employee becomes entitled to any further sick benefits. For broken periods of illness within the maximum benefit of 48 days, a period of six days shall elapse between the completion of one illness before sick pay benefits shall be payable in respect of another period of illness.

Each certificate issued by a medical officer shall have a currency of not more than five days from the date of issue; provided that the Council may accept the certificate of a medical officer for such longer period as it may determine.

For the purpose of this clause—

"illness" means any illness, affliction or disease, which is—

(i) not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs; and

(ii) is not an accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941, and in disposition of females who are to be confined and who are not eligible for a confinement grant under the Factories, Machinery and Building Work Act, 1941;

"day" includes Saturday, but does not include Sunday, or any holiday in the case of establishments working a six-day week and does not include Saturday, Sunday or any holiday in case of establishments working a five-day week.

(7) An employee who has paid contributions for a period of 36 weeks and who has exhausted the benefits obtainable in terms of paragraph (d) of subclause (6) shall be entitled to financial assistance by way of tuberculosis pay at the rate of not less than R3,32 per calendar week for a consecutive period of eight weeks commencing on the day the employee, certified to be suffering from tuberculosis by a medical practitioner, ceased work on the instruction of such medical practitioner, or for such lesser period as the medical practitioner may deem it necessary for the employee to remain absent from his place of work due to his contraction of tuberculosis; provided that—

(a) an employee qualifying for benefit on any day during a calendar week shall be paid one-seventh of the weekly benefit in respect of each day of such week for which he qualifies for benefit;

(b) an employee is deemed to qualify for benefits on the day following that upon which the last payment in terms of paragraph (d) of subclause (6) is payable;

(c) the Management Committee may at its discretion authorise the payment of an amount in excess of R3,32 per week but not exceeding R6,64 per week, and in addition thereto may at its discretion, and after having satisfied itself on due investigation that the cessation of the payment referred to in subclause (7) hereof would cause undue hardship to the employee concerned and/or his or her dependants authorise the payment of financial assistance in terms of this clause for a period in excess of the period of eight weeks specified.

(8) (a) Within four weeks of being employed in the Industry every employee shall be required to produce a medical certificate certifying that he is free from tuberculosis.

(b) Every employee employed in the Industry in the Magisterial District of Port Elizabeth, may be required either by the employer or the Council to be X-rayed at the Miniature X-Ray Plant at the North End Clinic, Port Elizabeth, once annually; the cost of such examination to be borne by the Fund.

(c) Every employee employed in the Industry in other areas may, with the prior approval of the Council, be required to be X-rayed, and the cost of such examination to be borne by the Fund.

(b) medisyne, artsenymiddels, salf, verbande en wasmiddels, op gesag van 'n voorskrif onderteken deur die Fonds se mediese beampte; met dien verstande dat die lid aanspreeklik is vir die eerste 30c van die koste van elke voorskrif of die eerste 20c van die koste van elke item, naamlik die grootste bedrag; voorts met dien verstande dat die lid se maksimum aanspreeklikheid vir een enkele voorskrif hoogstens 50c mag bedra;

(c) 'n subsidie, na goedvinde van die Bestuurskomitee, ter bestryding van die koste van 'n bril;

(d) siektebesoldiging teen een derde van die werknemer se dagloon vir elke dag wat hy weens siekte afwesig is tot 'n maksimum van 48 aaneenlopende dae afwesigheid, teen 'n minimum van 45c per dag.

Ingeval 'n werknemer die volle bystandstydperk kragtens hierdie subklousule gebruik, moet 'n verdere bydraetydperk van 13 weke verloop voordat sodanige werknemer op verdere siektevoordele geregtig word. In die geval van kort tydperke van siekte binne die maksimum bystandstydperk van 48 dae, moet 'n tydperk van ses dae na die einde van een siekte verloop voordat siektebesoldigingsvoordele ten opsigte van 'n ander tydperk van siekte betaalbaar word.

Elke sertifikaat wat deur 'n mediese beampte uitgereik word, het 'n looptyd van hoogstens vyf dae vanaf die datum van uitreiking; met dien verstande dat die Raad die sertifikaat van 'n mediese beampte vir dié langer tydperk mag aanvaar wat hy mag bepaal.

Vir die toepassing van hierdie klousule beteken—

"siekte" enige siekte, ongesteldheid of kwaal wat—

(i) nie aan wangedrag of die buitensporige gebruik van bedwelkende drank of verdowingsmiddels te wyte is nie; en

(ii) nie 'n ongeval, siekte of kwaal is nie ten opsigte waarvan vergoeding ingevolge die Ongevalwet, 1941, betaalbaar is en ook nie 'n ongesteldheid is nie van vrouens wat kraambehandeling moet ontvang en wat nie vir 'n kraamtoekenning ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, in aanmerking kom nie;

"dag" ook 'n Saterdag, maar nie ook 'n Sondag nie en ook nie 'n vakansiedag in die geval van bedryfsinrigtings wat ses dae per week werk en ook nie 'n Saterdag, Sondag of 'n ander vakansiedag in die geval van bydryfsinrigtings van vyf dae per week werk nie.

(7) 'n Werknemer wat bydraes vir 'n tydperk van 36 weke betaal het en wat die voordele wat kragtens paragraaf (d) van subklousule (6) verkrygbaar is, uitgeput het, is op finansiële hulp by wyse van tuberkulosebesoldiging teen minstens R3,32 per kalenderweek geregtig vir 'n aaneenlopende tydperk van agt weke wat begin op die dag waarop die werknemer, deur 'n mediese praktisin gesertifiseer as 'n tuberkulose, opgehou het om te werk op las van sodanige mediese praktisin, of vir dié korter tydperk wat die mediese praktisin nodig kan ag dat die werknemer van sy werkplek afwesig moet wees omdat hy tuberkulose opgedoen het; met dien verstande dat—

(a) 'n werknemer wat vir 'n voordeel kwalifiseer op enige dag gedurende 'n kalenderweek, van die weeklikse voordeel betaal moet word ten opsigte van elke dag van sodanige week waarvoor hy vir die voordeel kwalifiseer;

(b) 'n werknemer geag word vir voordele te kwalifiseer op die dag wat volg op dié dag waarop die laaste betaling ingevolge paragraaf (d) van subklousule (6) betaalbaar is;

(c) die Bestuurskomitee na goedvinde, magtiging mag verleen vir die betaling van 'n bedrag van meer as R3,32 per week maar hoogstens R6,64 per week en daarbenewens na goedvinde en nadat hy hom, na behoorlike ondersoek, daarvan oortuig het dat die staking van die betaling gemeld in subklousule (7) hiervan, die betrokke werknemer en/of sy of haar afhanklikes onnodig sal laat swaarkry, goedkeuring mag verleen vir die betaling, ooreenkomstig hierdie klousule, van finansiële hulp vir 'n tydperk van langer as die tydperk van agt weke hierbo bepaal.

(8) (a) Elke werknemer moet, binne vier weke na sy toetrede tot die Nywerheid, 'n mediese sertifikaat voorlê waarin verklaar word dat hy nie aan tuberkulose ly nie.

(b) Die werkgewer of die Raad mag van elke werknemer wat in die landroosdistrik Port Elizabeth in die Nywerheid werksaam is, vereis om een maal elke jaar 'n X-straalondersoek te ondergaan by die Miniatuur-X-straalinstallasie by die Noord-Eindklinik, Port Elizabeth, en die koste van sodanige ondersoek moet deur die Fonds gedra word.

(c) Indien die goedkeuring van die Raad vooraf verkry word, mag daar van elke werknemer wat in ander gebiede in die Nywerheid werksaam is, vereis word om 'n X-straalondersoek te ondergaan, en die koste van sodanige ondersoek moet deur die Fonds gedra word.

(9) A public accountant shall be appointed by the Council to audit the accounts of the Fund annually and not later than 31 January in each year, prepare a statement showing—

(a) all moneys received—

- (i) in terms of subclause (5) hereof;
- (ii) from any other source; and

(b) expenditure incurred under all heading during the 12 months ended 31 December, preceding, together with a statement showing the assets and liabilities of the Fund.

The Audited Statements shall thereafter lie for inspection at the office of the Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria.

(10) Moneys not required to meet current payments shall be invested by the Management Committee in accordance with the provisions of section 21 (3) of the Act.

(11) All payments payable or authorised in terms of this clause shall cease whenever the available funds fall below R400 and shall not recommence until the available funds are in excess of R400.

(12) Should at any time a dispute as to the provisions of the constitution or of the administration of the Fund arise in regard to which members of the said committee are equally divided and no agreement is arrived at, such dispute shall be referred to the Council which shall deal with the matter in terms of its constitution.

(13) In the event of expiry of this Agreement through effluxion of time or cessation through any other cause, the Fund shall continue to be administered by the Management Committee until such Fund shall be liquidated or until transferred to a Fund duly constituted for the same purpose for which the original Fund was created; provided that the Fund shall be liquidated unless an agreement providing for the continuation of the Fund or for the transfer of its moneys as aforesaid, is entered into within 12 months of the date of expiry of this Agreement.

(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 thirty-four (2) of the Act the Management Committee shall continue to administer the Fund and the members of the Committee existing at the date on which Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes; provided however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon, which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees, to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. If there is no Council in existence upon the expiration of this Agreement the Fund shall be liquidated by the Committee or the trustees, as the case may be in the manner set forth in subclause (13) of this clause and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(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 Funds of the Council.

(16) All costs of administration and liquidation of the Fund shall be a charge upon the Fund.

5. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer and every employee to permit such agent to institute such inquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for their purpose.

This Agreement signed on behalf of the parties this 13th day of October 1970.

G. HELLIWELL, Chairman of the Council.

C. M. S. GELVAN, Vice-Chairman of the Council.

A. S. YOUNG, Secretary of the Council.

(9) Die Raad moet 'n openbare rekenmeester aanstel om die rekenings van die Fonds jaarliks en wel voor of op 31 Januarie elke jaar, te ouditeer en 'n staat op te stel wat die volgende toon:

(a) Alle gelde ontvang—

- (i) ingevolge subklousule (5) hiervan;
- (ii) uit enige ander bron; en

(b) die uitgawes wat gedurende die vorige 12 maande eindigende 31 Desember onder alle hoofde aangegaan is, tesame met 'n staat wat die bates en laste van die Fonds toon.

Die geouditeerde state moet daarna in die kantoor van die Raad ter insae lê, en kopieë daarvan moet aan die Nywerheids-registrateur, Pretoria, gestuur word.

(10) Die Bestuurskomitee moet geld wat nie vir die bystryding van lopende uitgawes nodig is nie, ooreenkomstig artikel 21 (3) van die Wet belê.

(11) Die betaling van alle bedrae wat kragtens hierdie klousule betaalbaar is of goedgekeur is, word gestaak wanneer die beskikbare fondse tot minder as R400 daal en word nie hervat nie totdat die beskikbare fondse meer as R400 beloop.

(12) Indien daar te eniger tyd 'n geskil ontstaan omtrent die bepalings van die konstitusie of die administrasie van die Fonds in verband waarmee die lede van genoemde Komitee voor 'n staking van stemme te staan kom en daar nie tot 'n ooreenkoms geraak word nie, moet sodanige geskilpunt na die Raad verwys word, wat die saak ooreenkomstig die bepalings van sy konstitusie moet behandel.

(13) Ingeval hierdie Ooreenkoms weens verloop van tyd verval of om 'n ander oorsaak gestaak word, moet die Fonds nog deur die Bestuurskomitee geadmistreer word totdat sodanige Fonds gelikwider of oorgeplaas is na 'n ander fonds wat behoorlik ingestel is vir dieselfde doel as dié waarvoor die oorspronklike Fonds gestig is; met dien verstande dat die Fonds gelikwider moet word tensy 'n ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds, of vir die oorplasing van sy gelde, soos hierbo gemeld, binne 12 maande nadat hierdie Ooreenkoms verstryk, aangegaan word.

(14) Ingeval die Raad ontbind of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ooreenkomstig artikel 34 (2) van die Wet, moet die Bestuurskomitee nog die Fonds administreer, en diegene wat lede van die Komitee is op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag die lede daarvan te wees vir sodanige doel; met dien verstande egter dat enige vakature in die Komitee deur die Registrateur uit die gelede van die werkgewers of die werknemers in die Nywerheid na gelang van die geval, gevul mag word ten einde te verseker dat die getal verteenwoordigers van die werkgewers en die werknemers en van hul sekundi in die Komitee ewe groot is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval dit voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die Komitee. Indien daar by verstryking van hierdie Ooreenkoms geen Raad bestaan nie moet die Fonds deur die Komitee of die trustees, na gelang van die geval, gelikwider word op die manier soos voorgeskryf in subklousule (13) van hierdie klousule, en indien die sake van die Raad by sodanige verstryking reeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig die bepalings van artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(15) By die likwidasië van die Fonds ooreenkomstig subklousule (12) van hierdie klousule moet die gelde wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasië-koste, betaal is, in die fondse van die Raad gestort word.

(16) Alle administrasie- en likwidasië-koste van die Fonds moet teen die Fonds in rekening gebring word.

5. AGENTE

Die Raad moet een of meer bepaalde persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer en elke werknemer om sodanige agent toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat vir hierdie doel nodig is.

Namens die partye op hede die 13de dag van Oktober 1970 in Port Elizabeth onderteken.

G. HELLIWELL, Voorsitter van die Raad.

C. M. S. GELVAN, Ondervoorsitter van die Raad.

A. S. YOUNG, Sekretaris van die Raad.

No. R. 822

21 May 1971

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

CLOTHING INDUSTRY, EASTERN PROVINCE EXEMPTION FROM SICK LEAVE PROVISIONS

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, grant exemption from the provisions of section 21A of the said Act, to all employers who are subject to the provisions of the Agreement published under Government Notice R. 821 of 21 May 1971 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, in respect of employees who are entitled to sick benefits in terms of the said Agreement.

M. VILJOEN, Minister of Labour.

No. R. 822

21 Mei 1971

WET OP FABRIEKE, MASJINERIE EN BOUWERK 1941

KLERASIENYWERHEID, OOSTELIKE PROVINSIE VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

Ek, Marais Viljoen, Minister van Arbeid, verleen hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, vrystelling van die bepalings van artikel 21A van genoemde Wet, aan alle werkgewers wat onderworpe is aan die bepalings van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 821 van 21 Mei 1971 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 Nywerheidsversoenig, 1956, bindend mag wees, vir sover dit werknemers betref wat op siektebystand kragtens genoemde Ooreenkoms geregtig is.

M. VILJOEN, Minister van Arbeid.

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