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GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 2129

8 October 1982

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL.—CANCELLATION OF GOVERNMENT NOTICES

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices R. 1522, R. 1523 and R. 1524 of 23 July 1982, with effect from the second Monday after the date of publication of this notice.

S. P. BOTHA, Minister of Manpower.

No. R. 2130

8 October 1982

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL.—MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1983, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(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), 2, 7 (2) (n), 24, 25, 26 and 32, shall be binding, with effect from the second Monday after the date of publication of this notice and for

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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 2129

8 Oktober 1982

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, TRANSVAAL.—INTREK-KING VAN GOEWERMENSKENNISGEWINGS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewings R. 1522, R. 1523 en R. 1524 van 23 Julie 1982, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Mannekrag.

No. R. 2130

8 Oktober 1982

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, TRANSVAAL.—HOOFOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1983 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalinge van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 7 (2) (n), 24, 25, 26 en 32, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1983 eindig, bindend is vir alle

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the period ending 31 December 1983, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

No. R. 2131

8 October 1982

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

CLOTHING INDUSTRY, TRANSVAAL

I, Stephanus Petrus Botha, Minister of Manpower—

(a) hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice, published under Government Notice R. 2130 of 8 October 1982, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and

(b) hereby, in terms of section 54 (1) of the said Act and with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Labour Relations Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sick pay in terms of the said Agreement.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL) AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

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

Garment Workers' Union of South Africa
and the

National Union of Clothing Workers (S.A.)
(hereinafter referred to as the "employees" or the "trade unions"), of the other part,
being the parties to the Industrial Council for the Clothing Industry (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Province of the Transvaal by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry, and by all employees who are members of the trade unions and who are employed in that industry.

(2) Notwithstanding the provisions of subclause (1)—

(a) the terms of this Agreement shall, subject to paragraphs (b) and (c), apply only in respect of employees for whom wages are prescribed in clause 4;

(b) the provisions of clauses 21, 22 and 29 shall, subject to paragraph (c), apply in respect of any employee in the Industry for whom no wages are prescribed in clause 4 if such employee and his employer have mutually agreed thereto in writing;

(c) the provisions of clause 21 shall apply only to employers and employees in the Magisterial Districts of Randfontein, Krugersdorp, Randburg, Roodepoort, Johannesburg, Alberton, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Klerksdorp, Pretoria, Rustenburg and Wonderboom.

(3) For the purposes of subclause (2) (b), any reference to employees for whom wages are prescribed in clause 4 of this Agreement shall be deemed to include employees referred to in that subclause and any reference to the wage prescribed for an employee shall be deemed to be a reference to such employee's actual wage.

ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebied in kousule 1 van genoemde Ooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

No. R. 2131

8 Oktober 1982

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

KLERASIENYWERHEID, TRANSVAAL

Ek, Stephanus Petrus Botha, Minister van Mannekrag—

(a) verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalinge van die Ooreenkoms en kennisgewing, gepubliseer by Goewermentskennisgewing R. 2130 van 8 Oktober 1982, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalinge van genoemde Wet; en

(b) stel hierby, kragtens artikel 54 (1) van genoemde Wet en met ingang van 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 Arbeidsverhoudinge, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalinge van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

OOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Transvaal Clothing Manufacturers' Association
(hierna die "werkgewers" of "werkgewersorganisasie" genoem), aan die een kant, en die

Garment Workers' Union of South Africa
en die

National Union of Clothing Workers (S.A.)

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die provinsie Transvaal nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Klerasienywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en in dié Nywerheid werksaam is.

(2) Ondanks subklousule (1)—

(a) is hierdie Ooreenkoms, behoudens paragrawe (b) en (c), slegs van toepassing op werknemers vir wie lone in kousule 4 voorgeskryf word;

(b) is kousules 21, 22 en 29, behoudens paragraaf (c), van toepassing op 'n werknemer in die Nywerheid vir wie geen lone in kousule 4 voorgeskryf word nie, indien so 'n werknemer en sy werkgewer onderling skriftelik daarvoor ooreengekom het;

(c) is kousule 21 slegs van toepassing op werkgewers en werknemers in die landdrostrikte Randfontein, Krugersdorp, Randburg, Roodepoort, Johannesburg, Alberton, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Klerksdorp, Pretoria, Rustenburg en Wonderboom.

(3) By die toepassing van subklousule (2) (b) word 'n verwysing na werknemers vir wie lone in kousule 4 van hierdie Ooreenkoms voorgeskryf word, geag werknemers in te sluit wat in daardie subklousule bedoel word, en 'n verwysing na die loon wat vir 'n werknemer voorgeskryf word, word geag dié werknemer se werklike loon te bedoele.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower and shall remain in operation until 31 December 1983, or for such period or periods as may be determined by him.

3. DEFINITIONS

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

"Act" means the Labour Relations Act, 1956;

"applique cutter" means an employee who cuts off the loose edges of pieces of material which have been embroidered onto garments or parts of garments;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan, other than minor repairs or adjustments to machinery or installations or minor repairs or renovations to buildings and other than a machine belt fixer and maintenance assistant referred to in clause 4 (1) (h) of this Agreement, and for the purposes of this definition the expression "skilled artisan" means a person who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training and conferring on him artisan status in terms of that Act and any other employee engaged in work normally performed by an artisan except where specifically otherwise provided;

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

"beading" means the application by means of needle and thread of beads, sequins or other similar articles to a garment for the ornamentation of such garment;

"boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who makes, maintains or draws the fire in such boiler;

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

"checker" means an employee who examines the finished-off garments or parts thereof for flaws;

"chopper out" means an employee engaged in cutting out garments or parts of garments by hand or machine from one or more layers of material and includes a re-cutter;

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

"cloakroom supervisor" means an employee who is in charge of a change room in which an employee may change or store his clothing or of lockers in which an employee may store his effects, and who may supervise the cleaning of the room and the cleaning and use of toilets;

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

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

"despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing, marking, addressing or despatching of such goods or packages;

"despatch packer" means an employee who is wholly or mainly engaged in the making up of orders and/or parcels and/or bales in readiness for despatch;

"driver of a delivery motor vehicle" means a driver of four- or more-wheeled motor vehicle used for the delivery of goods, but excludes a part-time motor vehicle driver;

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

"experience" means the total period or periods of employment of an employee in the Clothing Industry and/or Bespoke Tailoring Industry and/or private dressmaking in any capacity or capacities in respect of which wages are prescribed in clause 4 of this Agreement, and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time such service is terminated: Provided that, for the purpose of computing an employee's

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag bepaal, en bly van krag tot 31 Desember 1983 of vir dié tydperk of tydperke wat hy vasstel.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, 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 blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"appliekknipper" 'n werknemer wat die los rande van stukke materiaal wat op kledingstukke of dele van kledingstukke geborduur is, afknip;

"ambagsman" 'n werknemer wat werk doen wat gewoonlik deur 'n geskoolde ambagsman verrig word, uitgesonderd klein herstelwerkies of regstellings aan masjinerie of installasies of klein herstelwerkies aan of opknapping van geboue en uitgesonderd 'n masjienbandbediener en onderhoudsassistente in klousule 4 (1) (h) van hierdie Ooreenkoms bedoel, en by die toepassing van hierdie omskrywing beteken "geskoolde ambagsman" iemand wat 'n vakleerlingkontrak voltooi het of geag word dit te voltooi het in 'n ambag wat kragtens die Wet op Mannekragopleiding, 1981, aangewys is of geag word aangewys te gewees het, of wat in besit is van 'n sertifikaat aan hom uitgereik of wat geag word aan hom uitgereik te gewees het deur die Registrateur van Mannekragopleiding en wat ambagsman-status aan hom verleen kragtens genoemde Wet, en alle ander werknemers wat werk verrig wat gewoonlik deur 'n ambagsman verrig word behalwe waar uitdruklik anders bepaal;

"ryger" 'n werknemer wat handnaaldwerk verrig by die regsit van 'n baadjie of dele daarvan voordat ander werksaamhede verrig word, en/of voerings opryg, d.w.s. voerings van baadjies met die hand in hul plekke vaswerk voor die aanmekeerwerk van kantnate, en omvat dit 'n werknemer wat buiterygwerk doen;

"kralewerk" die aanwerk, met naald en garing, van krale, blinkers of ander soortgelyke artikels aan 'n kledingstuk vir die versiering van so 'n kledingstuk;

"ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal;

"onderbaas" 'n werknemer wat onder toesig van 'n voorman, of toesighouer aan die hoof staan van parsers en/of algemene werkers;

"nasiener" 'n werknemer wat die afgewerkte kledingstukke of dele daarvan vir foute nagaan;

"uitsnyer" 'n werknemer wat kledingstukke of dele van kledingstukke uit een of meer lae materiaal met die hand of 'n masjien uitsny, en omvat dit 'n hersnyer;

"perssnyer" 'n werknemer wat dele van kledingstukke met 'n stempel sny deur 'n meganiese of hidrouliese pers te gebruik;

"kleedkamertoesighouer" 'n werknemer wat in beheer is van 'n kleedkamer waarin 'n werknemer hom kan verkleed of sy klere bêre, of van sluitkaste waarin 'n werknemer sy persoonlike besittings kan bêre, en wat toesig kan hou oor die skoonmaak van die kamer en die skoonmaak en gebruik van toilette;

"Klerasienywerheid" of "Nywerheid" kleremakery, die maak van alle klasse bo- en onderklere, met inbegrip van nagklere, en alle klasse mans- en seunshoede en -pette van tweed en linne, dasse, en die maak van alle klasse kledingstukke volgens bestelling van 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Vervoerdienste of plaaslike owerhede, maar omvat dit nie kleremakery op maat en die vervaardiging van klere wat van pels of velle gemaak word nie;

"Raad" die Nywerheidsraad vir die Klerasienywerheid (Transvaal), geregistreer kragtens die Nijverheid Verzoenings Wet, 1924, en wat geag word kragtens die Wet op Arbeidsverhoudinge, 1956, geregistreer te wees;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of die verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die bymekeermaak, nagaan, massameet, verpakking, merk, adresseer of versending van sodanige goedere of pakkette;

"versendingsverpakker" 'n werknemer wat uitsluitlik of hoofsaaklik werksaam is by die opmaak van bestellings en/of pakkies en/of bale om dit gereed te hê vir versending;

"drywer van 'n afleweringsmotorvoertuig" 'n drywer van 'n vier- of meerwielmotorvoertuig wat gebruik word vir die aflewering van goedere maar omvat dit nie 'n deelydse motorvoertuigdrywer nie;

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

"ondervinding" die totale tydperk of tydperke wat 'n werknemer in die Klerasienywerheid en/of die Kleremakery-op-maat-nywerheid en/of private kleremakery werksaam was in 'n hoedanigheid of hoedanighede ten opsigte waarvan lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, en sodanige ondervinding word in elke dienskontrak geag aan teelponend te wees vanaf die tyd waarop die werknemer by sy werkgever in diens tree tot die tyd waarop dié diens beëindig word: Met dien verstande

experience, employment for 16 weeks in any half-year shall be deemed to have been employment for the whole half-year: Provided further that a learner in his first half-year of employment, although having less than 16 weeks' but more than 13 weeks' experience on the last day of a half-year, shall be deemed to have been in employment for the whole half-year: Provided further that the trial period of an employee in terms of clause 14 (1) (e) shall be deemed to be experience only if the contract of service is confirmed: Provided further that any learner sewing machinist who has successfully completed the sewing machinist training course at the Clothing Industry Training Board shall be credited with six months' experience on production of written evidence thereof, and that a learner pattern maker and/or grader who has successfully completed a two-year course of the Clothing Industry Training Board, shall be credited with 12 months' experience on production of written evidence thereof;

"factory" means any premises registrable in terms of the Factories, Machinery and Building Work Act, 1941, in which employers are engaged in the Clothing Industry;

"factory clerk" means an employee who is employed in the production area of the factory and who is wholly or mainly employed in the recording of attendance and/or production data, which data may require further processing by office administration;

"fagotting" means the joining of two pieces of cloth side by side by means of ornamental stitches;

"felling" means the operation of folding one end of the fabric over the other and sewing it down in such a manner that the stitching does not appear in the other;

"finisher" means an employee who performs one or more of the following operations by hand:

Putting pads or wadding into shoulders of coats; fastening or serging sleeveheads; wadding sleeveheads; felling silk facings already basted into position; making buttonholes by hand; felling sleevehead linings by hand;

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

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

"framer" means an employee who inserts a piece of cloth or part of a garment into a frame preparatory to the embroidering thereof;

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

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

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

"hourly wage" means, in the case of an employee, the weekly wage divided by the number or ordinary hours of work per week prescribed for an employee of his class;

"invisible mender" means an employee who is engaged in repairing knitting faults in garments or parts of garments;

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

Cleaning premises, plant, machines, vehicles, tools, utensils or articles other than garments; loading or unloading goods; carrying, moving or stacking goods; carrying messages; making or maintaining fires or removing refuse or ashes; mixing rubber solutions; delivering by means of a bicycle or tricycle;

"layer-up" means an employee who is engaged in the laying of material in one or more thicknesses on the cutting tables and may include the duty of slitting the ends;

"learner" means, in the case of an employee referred to in clause 4 (1) (a), (b) and (k) (i), an employee who has had less than nine half-years' experience; in the case of an employee referred to in clause 4 (1) (d), an employee who has had less than six half-years' experience; in the case of an employee referred to in clause 4 (1) (c) and (f), an employee who has had less than five half-years' experience; in the case of an employee referred to in clause 4 (1) (k) (ii), an employee who has had less than three half-years' experience; in the case of an employee referred to in clause 4 (1) (i), an employee who has had less than two half-years' experience; and in the case of all other employees, an employee who has had less than four half-years' experience;

dat wanneer 'n werknemer se ondervinding bereken word, 16 weke diens in 'n halfjaar geag word 'n hele halfjaar diens te wees: Voorts met dien verstande dat 'n leerling wat in sy eerste halfjaar diens minder as 16 weke maar meer as 13 weke ondervinding op die laaste dag van dié halfjaar gehad het, geag word die hele halfjaar in diens te gewees het: Voorts met dien verstande dat die proeftydperk van 'n werknemer ingevolge kousule 14 (1) (e) geag word ondervinding te wees slegs indien die dienskontrak bekragtig word: Voorts met dien verstande dat 'n leerlingnaaimasjienwerker wat die opleidingskursus vir naaimasjienwerkers by die Opleidingsraad vir die Klerasienerwerheid met welslae voltooi het by voorlegging van skriftelike bewys daarvan met ses maande ondervinding gekrediteer moet word, en dat 'n leerlingpatroonmaker en/of -patroongradeerder wat 'n tweejaaropleidingskursus van die Opleidingsraad vir die Klerasienerwerheid met welslae voltooi het, by voorlegging van skriftelike bewys daarvan met 12 maande ondervinding gekrediteer moet word;

"fabriek" 'n perseel wat geregistreer moet wees kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, waarin werkgewers die Klerasienerwerheid beoefen;

"fabrieksklerk" 'n werknemer in diens in die produksie-afdeling van die fabriek en wat uitsluitlik of hoofsaaklik bywonings- en/of produksiegegevens aanteken, d.w.s. gegewens wat verdere verwerking deur kantoorpersoneel vereis;

"sierlassteekwerk" die aaneenvoeging van twee stukke materiaal langs mekaar deur middel van siersteke;

"platstikwerk" die proses waardeur die een kant van die materiaal oor die ander een gevou word en op so 'n manier platgestik word dat die steke nie aan die ander kant sigbaar is nie;

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

Stopsels of watte in die skouers van baadjies sit; moukoppe vaswerk of omkap; watte in die moukoppe sit; sybelegels wat alreeds in posisie geryg is, platstik; knoopsgate met die hand maak; die voerings van moukoppe met die hand platstik;

"saampasser" 'n werknemer werksaam in die snykamer, wat die buitekante van kledingstukke saamvat met die uitgesnyde voerings (opmaaksels genoem) en die binne- en buitekante noukeurig aanmekeer pas, sodat die dele na die masjien kan gaan om reg aanmekeer gewerk te word;

"voorman" 'n werknemer wat aan die hoof staan van werknemers in 'n fabriek en beheer oor sulke werknemers uitoefen, wat daarvoor verantwoordelik is om sodanige werknemers in diens te neem of te ontslaan en wat moet toesien dat hulle hul werk deeglik doen;

"ramer" 'n werknemer wat 'n stuk materiaal of 'n gedeelte van 'n kledingstuk in 'n raam sit voordat dit geborduur word;

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

Skoonmaak, d.w.s. ente van garingrade met 'n masjien of met die hand afsny of afknip, en/of kolle of merke van materiaal of kledingstukke verwyder; opvou; sorteer; voltooiende kledingstukke vasspel; stempel- en merkwerk verrig; halse met die hand of met 'n masjien uitsny; patente-omdopwerk doen; versiersels (wat nie uit stukgoedere bestaan nie) volgens 'n bepaalde lengte of fatsoen met die hand sny; outomatiese rol- of vormperse voer of goedere daarvan verwyder; rygwerk uittrek; met seep afwerk; moue of broeke omdop; volgens patroonplaat afmerk en volgens fatsoen sny, uitgesonderd die werksaamhede wat deur 'n "fatsoeneerder volgens patroonplaat" verrig word; versiersels afmerk; etikette aanbring met 'n ander masjien as 'n masjien wat 'n naald en garing gebruik; tee of dergelike drank berei; of kledingstukke of dele van kledingstukke van een plek na 'n ander een in 'n bedryfsinrigting dra;

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

"uurloon", in die geval van 'n werknemer, die weekloon gedeel deur die getal gewone werkure per week wat vir 'n werknemer van sy klas voorgeskryf word;

"fynstopper" 'n werknemer wat breifoute in kledingstukke of gedeeltes van kledingstukke herstel;

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

Persele, installasie, masjiene, voertuie, gereedskap, werktuie of gerei, of ander artikels as kledingstukke skoonmaak; goedere laai of aflaai; goedere dra, verskuif of opstapel; boodskappe aflewer; vuurmaak of vure aan die gang hou of afval of as verwyder; rubberoplossings meng; aflewering met 'n twee- of driewiel fiets;

"laemaker" 'n werknemer wat materiaal in een of meer lae op die snytafel rangskik, en dit kan ook die werk insluit om ente oop te sny;

"leerling", in die geval van 'n werknemer in kousule 4 (1) (a), (b) en (k) (i) bedoel, 'n werknemer met minder as nege halfjare ondervinding; in die geval van 'n werknemer in kousule 4 (1) (d) bedoel, 'n werknemer met minder as ses halfjare ondervinding; in die geval van 'n werknemer in kousule 4 (1) (c) en (f) bedoel, 'n werknemer met minder as vyf halfjare ondervinding; in die geval van 'n werknemer in kousule 4 (1) (k) (ii) bedoel, 'n werknemer met minder as drie halfjare ondervinding; in die geval van 'n werknemer in kousule 4 (1) (i) bedoel, 'n werknemer met minder as twee halfjare ondervinding; en in die geval van alle ander werknemers, 'n werknemer met minder as vier halfjare ondervinding;

"machine minder" means an employee who operates a multihead machine or machines;

"maintenance assistant" means an employee who is engaged in the oiling, greasing and cleaning of sewing machines, and who may make adjustments or replace parts to sewing machines or other equipment used directly in the manufacture of the products of the establishment, such as chain hooks, bases, feed dogs, throat plates, tension controls, tension springs, presser feet, lifters, shuttles on bar-tack and button sew-on machines, and loopers on machines;

"marker-in" means an employee who is engaged in the laying out of patterns and/or marking in or chalking in of outlines of garments on cutting paper and/or a layer or layers of material from patterns provided by the employer (other than the marking of the position of pockets, buttons, buttonholes, loops, fasteners, darts, hems and turn-ups);

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

"mechanic" means an employee (other than an artisan, machine belt fixer and/or maintenance assistant) who is wholly or mainly engaged in making repairs or adjustments to machinery or equipment used directly in the manufacture of the products of the establishment;

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

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

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

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

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

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

"pleating" means the insertion of pleats or permanent folds into the cut-out parts of a skirt or skirt portion of a dress;

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

"qualified employee" means, in the case of an employee referred to in clause 4 (1) (a), (b) and (k) (i), an employee who has had not less than nine half-years' experience; in the case of an employee referred to in clause 4 (1) (d), an employee who has had not less than six half-years' experience; in the case of an employee referred to in clause 4 (1) (c) and (f), an employee who has had not less than five half-years' experience; in the case of an employee referred to in clause 4 (1) (k) (ii), an employee who has had not less than three half-years' experience; in the case of an employee referred to in clause 4 (1) (i), an employee who has had not less than two half-years' experience; and in the case of all other employees, an employee who has had not less than four half-years' experience;

"re-cutter" means an employee who is engaged in the cutting out and/or marking-in of materials for replacing damaged or missing parts of a garment;

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

"scooter driver" means a driver of a three- or two-wheeled motor vehicle used for the delivery of goods;

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

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

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

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

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

"masjienwagter" 'n werknemer wat 'n meerkoppige masjien of masjiene bedien;

"onderhoudsassistente" 'n werknemer wat naaimasjiene olie, smeer en skoonmaak en wat verstellings kan doen of onderdele vervang van naaimasjiene of ander uitrusting wat regstreeks by die vervaardiging van die produkte van die bedryfsinrigting gebruik word, soos byvoorbeeld kettinghake, voetstukke, voerklope, naaldplate, spanningskontroles, spanningsvere, drukvoete, ligters, skoentjies van grêndelbalkie- en knoop-aanwerkmasjiene en lusvormers op masjiene;

"afmerker" 'n werknemer wat patrone uitleë en/of die omtreкке van kledingstukke op uitsnypapier en/of 'n laag of lae materiaal afmerk of met kryt-omlyn vanaf patrone wat die werkgewer verskaf (maar nie die plekke merk van sakke, knope, knoopsgate, lussies, drukknoppe, pyl-nate, some en omslae nie);

"merk" plekke vir sakke, knope, knoopsgate, lussies, drukknoppe pyl-nate, some en omslae en soortgelyke plekke merk voordat verdere werksaamhede verrig word;

"werktuigkundige" 'n werknemer (uitgesonderd 'n ambagsman, masjienbandbevestiger en/of onderhoudsassistente) wat uitsluitlik of hoofsaaklik herstelwerk doen of verstellings aanbring aan masjinerie of uitrusting wat regstreeks gebruik word by die vervaardiging van die produkte van die bedryfsinrigting;

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

"deelydse motorvoertuigdrywer" 'n werknemer wat 'n voertuig hoogstens drie uur altesaam op 'n dag dryf, en vir die toepassing van hierdie omskrywing omvat "n motorvoertuig dryf" alle tye wat daar gedryf word, asook tyd deur die drywer bestee terwyl hy vir die voertuig verantwoordelik is of werk in verband met die voertuig of die vraag verrig;

"omdopwerk" rante van kraagbelegels, gordels, bande, mansjette, lussies, sakke en/of klappe met die hand of 'n masjien omdop, en kledingstukke of dele daarvan omdop;

"stukwerk" 'n stelsel, uitgesonderd taakwerk, waarvolgens besoldiging bereken word volgens die hoeveelheid of omvang van gedane werk;

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

Kruisvoerings in broeke platstik, some platstik; vaste omslae vasheg; lyfbandvoerings of dele daarvan platstik; hakies in broekbande vaswerk en verskillende bykomstige naaldwerkies doen; halse, skouers of mousgate van onderbaadjies platstik; kraagomslae of lapelle opstap; houbande vaswerk; randverstywers vaswerk en bykomstige naaldwerkies doen; knope aanwerk; onderente van voerings of nate daarvan wat reeds vasgeryg is, platstik; omboorsels platstik, hanglussies maak en aanwerk; seildoekevoerings maak; rygwerk en alle ander naaldwerk wat nie elders gespesifiseer word nie;

"plooiwerk" die insit van plooi of permanente voue in die uitgesnyde dele van 'n romp of rompedeelte van 'n rok;

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

"gekwalfiseerde werknemer", in die geval van 'n werknemer in klousule 4 (1) (a), (b) en (k) (i) bedoel, 'n werknemer met minstens nege halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (d) bedoel, 'n werknemer met minstens ses halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (c) en (f) bedoel, 'n werknemer met minstens vyf halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (k) (ii) bedoel, 'n werknemer met minstens drie halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (i) bedoel, 'n werknemer met minstens twee halfjare ondervinding; en in die geval van alle ander werknemers, 'n werknemer met minstens vier halfjare ondervinding;

"hersnyer" 'n werknemer wat materiaal uitsny en/of oormerk om beskadigde of vermiste gedeeltes van 'n kledingstuk te vervang;

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

"bromponiedrywer" 'n drywer van 'n drie- of tweewielmotorvoertuig wat vir die aflewering van goedere gebruik word;

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

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

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

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

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

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

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

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

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

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

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

"tracer and/or marker" means an employee who, with powdered chalk or other similar material, marks or traces with the aid of a perforated marker-lay, the outlines of a pattern onto the cloth material;

"under-presser" means an employee who is engaged in pressing seams, linings, unfinished parts of garments and/or unfinished garments, or who may be engaged in any pressing operations incidental to further machining operations;

"unladen mass" means the mass 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;

"wage" means the portion of the remuneration, excluding the attendance allowance paid in terms of clause 4 (6) and the bonus earned in terms of clause 5 of this Agreement, payable in money to an employee in respect of the ordinary hours of work as laid down in clause 9 of this Agreement;

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

"week" means a period of five working days;

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

4. WAGES

(1) Subject to the provisions of subclauses (2) (a), (3), (5) and (6) of this clause and of clauses 6, 7 and 17, the following minimum weekly wages shall be paid to the undermentioned classes of employees:

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

	Per week R
Qualified employee:	
Up to 31 December 1982.....	92,00
From 1 January 1983 to 30 June 1983.....	99,00
Thereafter.....	106,50

Learners:

First half-year of experience.....	27,00
Second half-year of experience.....	33,50
Third half-year of experience.....	41,00
Fourth half-year of experience.....	48,00
Fifth half-year of experience.....	55,50
Sixth half-year of experience.....	62,70
Seventh half-year of experience.....	70,00
Eighth half-year of experience.....	77,50
Ninth half-year of experience.....	84,50

Thereafter, as for qualified employee.

(b) Marker-in:

	Per week R
Qualified employee:	
Up to 31 December 1982.....	76,00
From 1 January 1983 to 30 June 1983.....	82,00
Thereafter.....	88,00

Learners:

First half-year of experience.....	27,00
Second half-year of experience.....	31,50
Third half-year of experience.....	37,50
Fourth half-year of experience.....	43,00
Fifth half-year of experience.....	48,50
Sixth half-year of experience.....	54,00
Seventh half-year of experience.....	59,50
Eighth half-year of experience.....	65,00
Ninth half-year of experience.....	71,00

Thereafter, as for qualified employee.

"korttyd" 'n tydelike vermindering van die getal werkure van 'n werknemer in 'n bepaalde week wat minder is as die getal ure voorgeskryf vir 'n werknemer van sy klas of die tydelike staking van werksaamhede weens die behoeftes van die bedryfsinrigting, bv. 'n tekort aan materiaal of bestellings of die noodsaaklikheid van voorraadopname;

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

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

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

"toesighouer" 'n werknemer wat onder toesig daarvoor verantwoordelik is dat die werknemers of 'n seksie van die werknemers in 'n fabriek hul werksaamhede op 'n deeglike wyse verrig, maar omvat dit nie ook 'n onderbaas, groep- of spanleier nie;

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

"natrekker en/of merker", 'n werknemer wat met poeierkryt of soortgelyke materiaal die belyning van 'n patroon op kledingstof afmerk of natrek met behulp van 'n geperforeerde laagmerker;

"voorparser" 'n werknemer wat nate, voerings, onafgewerkte gedeeltes van kledingstukke en/of onafgewerkte kledingstukke pars, of wat parswerk kan doen wat gepaard gaan met verdere masjienwerk;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangeleek op 'n lisensie of sertifikaat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik deur 'n owerheid wat by wet gemagtig is om lisensies vir motorvoertuie uit te reik;

"loon" daardie gedeelte van die besoldiging, uitgesonderd die bywoningstoelae betaal ingevolge klousule 4 (6) en die bonus verdien ingevolge klousule 5 van hierdie Ooreenkoms, wat in kontant aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos in klousule 9 van hierdie Ooreenkoms bepaal;

"wag" 'n werknemer wat eiendom bewaak en/of persele patroleer;

"week" 'n tydperk van vyf werkdag;

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

4. LONE

(1) Behoudens subklousules (2) (a), (3), (5) en (6) van hierdie klousule en klousules 6, 7 en 17, moet ondergenoemde minimum lone per week aan ondergenoemde klasse werknemers betaal word:

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

	Per week R
Gekwalifiseerde werknemer:	
Tot 31 Desember 1982.....	92,00
Vanaf 1 Januarie 1983 tot 30 Junie 1983.....	99,00
Daarna.....	106,50

Leerlinge:

Eerste halfjaar ondervinding.....	27,00
Tweede halfjaar ondervinding.....	33,50
Derde halfjaar ondervinding.....	41,00
Vierde halfjaar ondervinding.....	48,00
Vyfde halfjaar ondervinding.....	55,50
Sesde halfjaar ondervinding.....	62,70
Sewende halfjaar ondervinding.....	70,00
Agtste halfjaar ondervinding.....	77,50
Negende halfjaar ondervinding.....	84,50

Daarna, soos vir gekwalifiseerde werknemer.

(b) Afmerker:

	Per week R
Gekwalifiseerde werknemer:	
Tot 31 Desember 1982.....	76,00
Vanaf 1 Januarie 1983 tot 30 Junie 1983.....	82,00
Daarna.....	88,00

Leerlinge:

Eerste halfjaar ondervinding.....	27,00
Tweede halfjaar ondervinding.....	31,50
Derde halfjaar ondervinding.....	37,50
Vierde halfjaar ondervinding.....	43,00
Vyfde halfjaar ondervinding.....	48,50
Sesde halfjaar ondervinding.....	54,00
Sewende halfjaar ondervinding.....	59,50
Agtste halfjaar ondervinding.....	65,00
Negende halfjaar ondervinding.....	71,00

Daarna, soos vir gekwalifiseerde werknemer.

(c) Presser by hand of women's overcoats and/or jackets of costumes:

	Per week
	R
Qualified employee:	
Up to 31 December 1982.....	50,00
From 1 January 1983 to 30 June 1983.....	54,00
Thereafter.....	58,00

Learners:

First half-year of experience.....	27,00
Second half-year of experience.....	31,00
Third half-year of experience.....	35,50
Fourth half-year of experience.....	40,50
Fifth half-year of experience.....	45,00

Thereafter, as for qualified employee.

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

	Per week
	R
Qualified employee:	
Up to 31 December 1982.....	60,00
From 1 January 1983 to 30 June 1983.....	64,50
Thereafter.....	69,50

Learners:

First half-year of experience.....	27,00
Second half-year of experience.....	32,00
Third half-year of experience.....	37,50
Fourth half-year of experience.....	43,00
Fifth half-year of experience.....	49,00
Sixth half-year of experience.....	54,50

Thereafter, as for qualified employee.

(e) Sewing machinist, other than a sewing machinist referred to in paragraph (d) of this subclause; finisher, machine minder; operator of a linking, overlocking and/or seaming machine; an invisible mender, embroidering, fagotting, beading and/or pleating by hand:

	Per week
	R
Qualified employee:	
Up to 31 December 1982.....	42,00
From 1 January 1983 to 30 June 1983.....	45,00
Thereafter.....	49,00

Learners:

First half-year of experience.....	27,00
Second half-year of experience.....	29,00
Third half-year of experience.....	32,50
Fourth half-year of experience.....	36,00

Thereafter, as for qualified employee.

(f) Chopper-out and/or re-cutter:

	Per week
	R
Qualified employee:	
Up to 31 December 1982.....	53,00
From 1 January 1983 to 30 June 1983.....	57,00
Thereafter.....	62,00

Learners:

First half-year of experience.....	27,00
Second half-year of experience.....	31,00
Third half-year of experience.....	36,00
Fourth half-year of experience.....	41,00
Fifth half-year of experience.....	46,00

Thereafter, as for qualified employee.

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

	Per week
	R
Qualified employee:	
Up to 31 December 1982.....	45,50
From 1 January 1983 to 30 June 1983.....	49,00
Thereafter.....	52,50

Learners:

First half-year of experience.....	27,00
Second half-year of experience.....	32,00
Third half-year of experience.....	37,00
Fourth half-year of experience.....	41,00

Thereafter, as for qualified employee.

(c) Handparser van damesjasse en/of -kostuumbaadjies:

	Per week
	R
Gekwalifiseerde werknemer:	
Tot 31 Desember 1982.....	50,00
Vanaf 1 Januarie 1983 tot 30 Junie 1983.....	54,00
Daarna.....	58,00

Leerlinge:

Eerste halfjaar ondervinding.....	27,00
Tweede halfjaar ondervinding.....	31,00
Derde halfjaar ondervinding.....	35,50
Vierde halfjaar ondervinding.....	40,50
Vyftde halfjaar ondervinding.....	45,00

Daarna, soos vir gekwalifiseerde werknemer.

(d) Naaimasjienwerker wat moue insit, mans- en damesnyersbaadjies en -oorjasse omstik; ryger; fatsoeneerder; saampasser:

	Per week
	R
Gekwalifiseerde werknemer:	
Tot 31 Desember 1982.....	60,00
Vanaf 1 Januarie 1983 tot 30 Junie 1983.....	64,50
Daarna.....	69,50

Leerlinge:

Eerste halfjaar ondervinding.....	27,00
Tweede halfjaar ondervinding.....	32,00
Derde halfjaar ondervinding.....	37,50
Vierde halfjaar ondervinding.....	43,00
Vyftde halfjaar ondervinding.....	49,00
Sesde halfjaar ondervinding.....	54,50

Daarna, soos vir gekwalifiseerde werknemer.

(e) Naaimasjienwerker, uitgesonderd 'n naaimasjienwerker in paragraaf (d) van hierdie subklousule bedoel; afwerker; masjienwagter; bediener van 'n ketteling-, omkap- en/of naaststikmasjien; 'n werknemer wat fynstopwerk, borduurwerk, sierlassteekwerk, kraalwerk en/of plooiwerk met die hand verrig:

	Per week
	R
Gekwalifiseerde werknemer:	
Tot 31 Desember 1982.....	42,00
Vanaf 1 Januarie 1983 tot 30 Junie 1983.....	45,00
Daarna.....	49,00

Leerlinge:

Eerste halfjaar ondervinding.....	27,00
Tweede halfjaar ondervinding.....	29,00
Derde halfjaar ondervinding.....	32,50
Vierde halfjaar ondervinding.....	36,00

Daarna, soos vir gekwalifiseerde werknemer.

(f) Uitsnyer en/of hersnyer:

	Per week
	R
Gekwalifiseerde werknemer:	
Tot 31 Desember 1982.....	53,00
Vanaf 1 Januarie 1983 tot 30 Junie 1983.....	57,00
Daarna.....	62,00

Leerlinge:

Eerste halfjaar ondervinding.....	27,00
Tweede halfjaar ondervinding.....	31,00
Derde halfjaar ondervinding.....	36,00
Vierde halfjaar ondervinding.....	41,00
Vyftde halfjaar ondervinding.....	46,00

Daarna, soos vir gekwalifiseerde werknemer.

(g) Parser van klere, uitgesonderd 'n handparser van damesjasse en/of -kostuumbaadjies; en uitgesonderd 'n parser van hemde, dasse, pajamas en ander nagklere, hoede, pette, onderklere, breiware, voorskote, oorklere en bloese sonder kant, borduurwerk, opnaaisels en handgemaakte plooi:

	Per week
	R
Gekwalifiseerde werknemer:	
Tot 31 Desember 1982.....	45,50
Vanaf 1 Januarie 1983 tot 30 Junie 1983.....	49,00
Daarna.....	52,50

Leerlinge:

Eerste halfjaar ondervinding.....	27,00
Tweede halfjaar ondervinding.....	32,00
Derde halfjaar ondervinding.....	37,00
Vierde halfjaar ondervinding.....	41,00

Daarna, soos vir gekwalifiseerde werknemer.

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

	Per week R
Qualified employee:	
Up to 31 December 1982.....	35,50
From 1 January 1983 to 30 June 1983.....	38,00
Thereafter.....	41,00
Learners:	
First half-year of experience.....	27,00
Second half-year of experience.....	29,00
Third half-year of experience.....	31,00
Fourth half-year of experience.....	33,00
Thereafter, as for qualified employee.	
(i) General worker; applique cutter; tracer and/or marker; and/or framer:	

	Per week R
Qualified employee:	
Up to 31 December 1982.....	32,00
From 1 January 1983 to 30 June 1983.....	34,00
Thereafter.....	37,00
Learners:	
First half-year of experience.....	27,00
Second half-year of experience.....	29,50
Thereafter as for qualified employee.	

(j) Other employees:

	Up to 31/12/82 Per week R	From 1/1/83 to 30/6/83 Per week R	Thereafter Per week R
(i) Foreman.....	120,00	135,00	150,00
(ii) Supervisor.....	68,00	73,00	78,00
(iii) Checker.....	52,00	56,00	60,00
(iv) Artisan.....	144,00	156,00	167,00
(v) Boiler Attendant.....	37,00	40,00	45,00
(vi) Cloackroom Supervisor.....	40,50	43,50	47,00
(vii) Watchman.....	37,00	40,00	45,00
(viii) Labourer.....	35,00	40,00	45,00
(ix) Driver of a delivery motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—			
(aa) does not exceed 2 722 kg	45,00	50,00	55,00
(ab) exceeds 2 722 kg	50,00	55,00	60,00
(x) Part-time motor vehicle driver ...	37,00	40,00	45,00
(xi) Scooter driver.....	37,00	40,00	45,00
(k) (i) Mechanic:			

	Per week R
Qualified employee:	
Up to 31 December 1982.....	75,00
From 1 January 1983 to 30 June 1983.....	80,00
Thereafter.....	85,00
Learners:	
First half-year of experience.....	32,50
Second half-year of experience.....	35,50
Third half-year of experience.....	40,00
Fourth half-year of experience.....	44,50
Fifth half-year of experience.....	50,00
Sixth half-year of experience.....	54,00
Seventh half-year of experience.....	59,00
Eighth half-year of experience.....	63,00
Ninth half-year of experience.....	68,00
Thereafter, as for qualified employee.	

(ii) Despatch clerk and/or factory clerk:

	Per week R
Qualified employee:	
Up to 31 December 1982.....	55,00
From 1 January 1983 to 30 June 1983.....	60,00
Thereafter.....	65,00
Learners:	
First half-year of experience.....	34,50
Second half-year of experience.....	40,00
Third half-year of experience.....	45,50
Thereafter, as for qualified employee.	

(h) Ander parsers nie elders in hierdie klousule genoem nie; voorparser; masjienbandbevestiger; onderhoudsassistente; laemaker; gewone naaldwerker; bediener van 'n knoopoortrek-, ritsvasstik- en/of plooiemasjien; 'n werknemer wat boordjies trubeniseer en/of 'n perssnyer; en 'n fatsoeneerder volgens patroonplaat:

	Per week R
Gekwalifiseerde werknemer:	
Tot 31 Desember 1982.....	35,50
Vanaf 1 Januarie 1983 tot 30 Junie 1983.....	38,00
Daarna.....	41,00
Leerlinge:	
Eerste halfjaar ondervinding.....	27,00
Tweede halfjaar ondervinding.....	29,00
Derde halfjaar ondervinding.....	31,00
Vierde halfjaar ondervinding.....	33,00
Daarna, soos vir gekwalifiseerde werknemer.	

(i) Algemene werker; applieknipper; natrekker en/of merker; en/of ramer:

	Per week R
Gekwalifiseerde werknemer:	
Tot 31 Desember 1982.....	32,00
Vanaf 1 Januarie 1983 tot 30 Junie 1983.....	43,00
Daarna.....	37,00
Leerlinge:	
Eerste halfjaar ondervinding.....	27,00
Tweede halfjaar ondervinding.....	29,50
Daarna, soos vir gekwalifiseerde werknemer.	

(j) Ander werknemers:

	Tot 31/12/82 Per week R	Vanaf 1/1/83 tot 30/6/83 Per week R	Daarna Per week R
(i) Voorman.....	120,00	135,00	150,00
(ii) Toesighouer.....	68,00	73,00	78,00
(iii) Nasiener.....	52,00	56,00	60,00
(iv) Ambagsman.....	144,00	156,00	167,00
(v) Ketelbediener.....	37,00	40,00	45,00
(vi) Kleedkamertoesighouer.....	40,50	43,50	47,00
(vii) Wag.....	37,00	40,00	45,00
(viii) Arbeider.....	35,00	40,00	45,00
(ix) Drywer van 'n afleweringmotorvoertuig waarvan die onbelaste massa saam met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—			
(aa) hoogstens 2 722 kg is	45,00	50,00	55,00
(ab) meer as 2 722 kg is	50,00	55,00	60,00
(x) Deeltydse motorvoertuigdrywer	37,00	40,00	45,00
(xi) Bromponiedrywer.....	37,00	40,00	45,00
(k) (i) Werktuigkundige:			

	Per week R
Gekwalifiseerde werknemer:	
Tot 31 Desember 1982.....	75,00
Vanaf 1 Januarie 1983 tot 30 Junie 1983.....	80,00
Daarna.....	85,00

	Per week R
Leerlinge:	
Eerste halfjaar ondervinding.....	32,50
Tweede halfjaar ondervinding.....	35,50
Derde halfjaar ondervinding.....	40,00
Vierde halfjaar ondervinding.....	44,50
Vyfde halfjaar ondervinding.....	50,00
Sesde halfjaar ondervinding.....	54,00
Sewende halfjaar ondervinding.....	59,00
Agtste halfjaar ondervinding.....	63,00
Negende halfjaar ondervinding.....	68,00
Daarna, soos vir gekwalifiseerde werknemer.	

(ii) Versendingsklerk en/of fabrieksklerk:

	Per week R
Gekwalifiseerde werknemer:	
Tot 31 Desember 1982.....	55,00
Vanaf 1 Januarie 1983 tot 30 Junie 1983.....	60,00
Daarna.....	65,00
Leerlinge:	
Eerste halfjaar ondervinding.....	34,50
Tweede halfjaar ondervinding.....	40,00
Derde halfjaar ondervinding.....	45,50
Daarna, soos vir gekwalifiseerde werknemer.	

(iii) Despatch packer:

	Per week R
Qualified employee:	
Up to 31 December 1982.....	40,00
From 1 January 1982 to 30 June 1983.....	45,00
Thereafter.....	50,00

Learners:

First half-year of experience.....	30,50
Second half-year of experience.....	32,50
Third half-year of experience.....	34,50
Fourth half-year of experience.....	36,50

Thereafter, as for qualified employee.

(1) *Set leader or team leader*.—Any employee when called upon to perform the duties of a set or team leader shall, whilst so employed, be paid, in addition to the qualified wage for an employee of his class as provided for in this clause, an amount equal to 7½ per cent of such qualified wage. Provided that such additional amount shall not be subject to the provisions of clause 4 (2) (a) of this Agreement.

(m) (i) *Chargehand*.—Any employee when called upon to perform the duties of a chargehand shall, whilst so employed, be paid, in addition to the qualified wage for an employee of his class as provided for in this clause, an amount equal to 7½ per cent of such qualified wage: Provided that such additional amount shall not be subject to the provisions of clause 4 (2) (a) of this Agreement.

(ii) *Sample machinist*.—Any employee when called upon to perform the duties of a sample machinist shall, whilst so employed, be paid, in addition to the qualified wage for a sewing machinist as provided for in this clause, an additional amount equal to 15 per cent of such qualified wage: Provided that such additional amount shall not be subject to the provisions of clause 4 (2) (a) of this Agreement.

(iii) *Person in charge of the first-aid box*.—Any employee who is placed in charge of the first-aid box provided for in Chapter III of the regulations [Regulation B12 (6)] published under the provisions of the Factories, Machinery and Building Work Act, 1941 (Act 22 of 1941), shall, in addition to the prescribed minimum wage of that employee as determined in subclause (1) of this clause, be paid a further amount of not less than R3 per week: Provided that such additional amount shall not be subject to the provisions of clause 4 (2) (a) of this Agreement.

(2) (a) (i) Save as provided in paragraphs (b) and (c) below and subclause (3) of this clause, nothing in this Agreement shall operate to reduce the wage of an employee in the Industry: Provided that an employee who on 30 June 1982 was in receipt of a wage in excess of the amount shown in column 1 for an employee of his class, shall be entitled to receive as an increase the additional amount specified in column 2 hereunder in addition to such actual total wage in respect of his class of employee, and such additional amount, plus the actual total wage paid on 30 June 1982 shall, from the date of coming into operation of this Agreement, be regarded as the weekly prescribed wage of such employee for the period ending 31 December 1982 and such weekly prescribed wage must be further increased by the amount specified in column 3 on 1 January 1983 in order to determine the weekly prescribed wage of any such employee for the period ending 30 June 1983 and by the amount specified in column 4 on 1 July 1983 in order to determine the weekly prescribed wage of any such employee for the period after 30 June 1983: Provided further that the amounts calculated, as herein provided, may be reduced by the amount of any increase granted during the period 1 February 1982 to 31 March 1982, but not exceeding an amount of R3, and by the amount of any increase granted during the period 1 April 1982 to 30 June 1982, on condition that the total amount of these reductions shall not exceed the amount specified in column 2 for an employee of his class.

Class of employee (as set out in the under-mentioned clauses)

Column 1 Column 2 Column 3 Column 4

	R	R	R	R
4 (1) (a).....	75,90	16,10	7,00	7,50
4 (1) (b).....	62,80	13,20	6,00	6,00
4 (1) (c).....	41,10	8,90	4,00	4,00
4 (1) (d).....	49,50	10,50	4,50	5,00
4 (1) (e).....	33,00	9,00	3,00	4,00
4 (1) (f).....	41,90	11,10	4,00	5,00
4 (1) (g).....	36,30	9,20	3,50	3,50
4 (1) (h).....	28,30	7,20	2,50	3,00
4 (1) (i).....	25,50	6,50	2,00	3,00
4 (1) (j) (i).....	91,00	29,00	15,00	15,00
4 (1) (j) (ii).....	53,90	14,10	5,00	5,00
4 (1) (j) (iii).....	41,10	10,90	4,00	4,00
4 (1) (j) (iv).....	119,10	24,90	11,00	12,00
4 (1) (j) (v).....	28,90	8,10	3,00	5,00
4 (1) (j) (vi).....	33,50	7,00	3,00	3,50

(iii) Versendingsverpakker:

	Per week R
Gekwalifiseerde werknemer:	
Tot 31 Desember 1982.....	40,00
Vanaf 1 Januarie 1983 tot 30 Junie 1983.....	45,00
Daarna.....	50,00

Leerlinge:

Eerste halfjaar ondervinding.....	30,50
Tweede halfjaar ondervinding.....	32,50
Derde halfjaar ondervinding.....	34,50
Vierde halfjaar ondervinding.....	36,50

Daarna, soos vir gekwalifiseerde werknemer.

(1) *Groepleier of spanleier*.—Wanneer daar van 'n werknemer vereis word om die werk van 'n groep- of spanleier te verrig, moet hy, terwyl hy aldus in diens is, benewens die loon vir 'n gekwalifiseerde werknemer van sy klas soos in hierdie klousule bepaal 'n bedrag gelyk aan 7½ persent van die loon vir gekwalifiseerde werknemers betaal word: Met dien verstande dat sodanige bykomende bedrag nie aan klousule 4 (2) (a) van hierdie Ooreenkoms onderworpe is nie.

(m) (i) *Onderbaas*.—Wanneer daar van 'n werknemer vereis word om die werk van 'n onderbaas te verrig, moet hy, terwyl hy aldus in diens is, benewens die loon vir 'n gekwalifiseerde werknemer van sy klas soos in hierdie klousule bepaal, 'n bedrag gelyk aan 7½ persent van die loon vir gekwalifiseerde werknemers betaal word: Met dien verstande dat sodanige bykomende bedrag nie aan klousule 4 (2) (a) van hierdie Ooreenkoms onderworpe is nie.

(ii) *Prototipemaker-masjienwerker*.—Wanneer daar van 'n werknemer vereis word om die werk van 'n prototipemaker-masjienwerker te verrig, moet hy, terwyl hy aldus in diens is, benewens die loon vir 'n gekwalifiseerde naaimasjienwerker soos in hierdie klousule bepaal, 'n bykomende bedrag gelyk aan 15 persent van die loon vir gekwalifiseerde werknemers betaal word: Met dien verstande dat sodanige bykomende bedrag nie aan klousule 4 (2) (a) van hierdie Ooreenkoms onderworpe is nie.

(iii) *Persoon in beheer van die eerstehulpkissie*.—'n Werknemer wat in beheer geplaas word van die eerstehulpkissie waarvoor voorsiening gemaak word in Hoofstuk III van die regulasies [regulasie B12 (6)], gepubliseer ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941 (Wet 22 van 1941), moet benewens die voorgeskrewe minimum loon vir daardie werknemer, soos in subklousule (1) van hierdie klousule bepaal, 'n verdere bedrag van minstens R3 per week betaal word: Met dien verstande dat sodanige bykomende bedrag nie aan klousule 4 (2) (a) van hierdie Ooreenkoms onderworpe is nie.

(2) (a) (i) Behoudens paragrawe (b) en (c) hieronder en subklousule (3) van hierdie klousule, mag niks in hierdie Ooreenkoms die uitwerking hê dat dit die loon van 'n werknemer in die Nywerheid verminder nie: Met dien verstande dat 'n werknemer wat op 30 Junie 1982 'n hoër loon ontvang het as die bedrag in Kolom 1 aangetoon vir 'n werknemer van sy klas, daarop geregtig is om, as 'n verhoging, die addisionele bedrag in kolom 2 hieronder genoem benewens sodanige werklike totale loon ten opsigte van sy klas werknemer te ontvang, en sodanige addisionele bedrag, plus die werklike totale loon wat op 30 Junie 1982 betaal is, moet vanaf die datum van inwerkingtreding van hierdie Ooreenkoms as die voorgeskrewe weekloon van sodanige werknemer vir die tydperk 1 Julie 1982 tot 31 Desember 1982 beskou word, en sodanige voorgeskrewe weekloon moet op 1 Januarie 1983 verder verhoog word met die bedrag in kolom 3 genoem ten einde die voorgeskrewe weekloon van sodanige werknemer vir die tydperk eindigende 30 Junie 1983 te bepaal, en sodanige voorgeskrewe weekloon moet op 1 Julie 1983 verder verhoog word met die bedrag in kolom 4 genoem ten einde die voorgeskrewe weekloon van sodanige werknemer vir die tydperk na 30 Junie 1983 te bepaal: Voorts met dien verstande dat die bedrae bereken soos hierin bepaal, verminder kan word met die bedrag van 'n verhoging wat gedurende die tydperk 1 Februarie 1982 tot 31 Maart 1982 toegestaan is, maar met 'n bedrag van hoogstens R3, en met die bedrag van 'n verhoging wat gedurende die tydperk 1 April 1982 tot 30 Junie 1982 toegestaan is, op voorwaarde dat die totale bedrag van hierdie verminderinge hoogstens die bedrag moet wees wat in kolom 2 vir 'n werknemer van sy klas genoem word.

Klas werknemer (soos uiteengesit in die klousules hieronder)

Kolom 1 Kolom 2 Kolom 3 Kolom 4

	R	R	R	R
4 (1) (a).....	75,90	16,10	7,00	7,50
4 (1) (b).....	62,80	13,20	6,00	6,00
4 (1) (c).....	41,10	8,90	4,00	4,00
4 (1) (d).....	49,50	10,50	4,50	5,00
4 (1) (e).....	33,00	9,00	3,00	4,00
4 (1) (f).....	41,90	11,10	4,00	5,00
4 (1) (g).....	36,30	9,20	3,50	3,50
4 (1) (h).....	28,30	7,20	2,50	3,00
4 (1) (i).....	25,50	6,50	2,00	3,00
4 (1) (j) (i).....	91,00	29,00	15,00	15,00
4 (1) (j) (ii).....	53,90	14,10	5,00	5,00
4 (1) (j) (iii).....	41,10	10,90	4,00	4,00
4 (1) (j) (iv).....	119,10	24,90	11,00	12,00
4 (1) (j) (v).....	28,90	8,10	3,00	5,00
4 (1) (j) (vi).....	33,50	7,00	3,00	3,50

Class of employee (as set out in the under-mentioned clauses)	Column 1	Column 2	Column 3	Column 4
	R	R	R	R
4 (1) (j) (vii).....	28,90	8,10	3,00	5,00
4 (1) (j) (viii).....	27,50	7,50	5,00	5,00
4 (1) (j) (ix) (aa).....	34,30	10,70	5,00	5,00
4 (1) (j) (ix) (ab).....	38,20	11,80	5,00	5,00
4 (1) (j) (x).....	27,50	9,50	3,00	5,00
4 (1) (j) (xi).....	27,50	9,50	3,00	5,00
4 (1) (k) (i).....	59,80	15,20	5,00	5,00
4 (1) (k) (ii).....	42,50	12,50	5,00	5,00
4 (1) (k) (iii).....	31,80	8,20	5,00	5,00

(ii) The provisions of subparagraph (i) shall not be applicable to any employee earning R230,78 or more per week: Provided that nothing in this Agreement shall operate to reduce the wage of any such employee.

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

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

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

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

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

(3) Notwithstanding anything to the contrary contained in this Agreement, an employee who is transferred to an occupation in the Industry for which a higher wage is prescribed and in which he was not previously employed shall continue to receive his wage prior to such employment or transfer until his experience in the new occupation entitles him to an increase. On each pay-day in the relevant half-year thereafter, he shall receive a wage of not less than the wage next higher than the wage he was receiving as laid down in subclause (1) relating to his new occupation; on the first pay-day of that half-year such employee shall, solely for the purpose of calculating his wages, be deemed to be a learner starting with only that period of experience which would enable him to earn the same wage: Provided that an employee employed in any other occupation listed under clause 4 (1) (e) or any occupation listed in this Agreement for which a lower wage or qualifying wage is prescribed, and who is transferred to the class of sewing machinist class (e) shall receive a wage of not less than that prescribed in the second notch for the sewing machinist class (e); and such worker shall be regarded as having had one half-year's experience as a sewing machinist class (e) and shall receive regular half-yearly increases thereafter until qualified: Provided further that an employee employed as a chopper-out and who is transferred to the class of marker-in and a sewing machinist referred to in clause 4 (1) (e) who is transferred to the sewing machinist occupation referred to in clause 4 (1) (d) shall, till the end of the half-year in which he was transferred, continue to receive his wage prior to such transfer and shall on the first pay-day of the half-year following the half-year in which he was transferred be granted an increase to the next nearest notch to his own wage on the scale of wages prescribed for a marker-in and sewing machinist and his experience shall then be regarded as equivalent to the number of half-years' experience that would have entitled him to that wage. Should such an employee revert to his previous occupation, his total experience shall again be regarded as his experience, and his wage shall not be less than that which he received in that occupation.

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

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

(6) (a) In addition to the wage paid to any employee for whom wages are prescribed in subclause (1), the employer shall, subject to the provisions set out in paragraphs (b) and (c) of this subclause, pay an attendance allowance amounting to—

- (i) in the case of all learners, R2 per week; and
- (ii) in the case of all other employees, R3 per week.

Klas werknemer (soos uiteengesit in die klousules hieronder)	Kolom 1	Kolom 2	Kolom 3	Kolom 4
	R	R	R	R
4 (1) (j) (vii).....	28,90	8,10	3,00	5,00
4 (1) (j) (viii).....	27,50	7,50	5,00	5,00
4 (1) (j) (ix) (aa).....	34,30	10,70	5,00	5,00
4 (1) (j) (ix) (ab).....	38,20	11,80	5,00	5,00
4 (1) (j) (x).....	27,50	9,50	3,00	5,00
4 (1) (j) (xi).....	27,50	9,50	3,00	5,00
4 (1) (k) (i).....	59,80	15,20	5,00	5,00
4 (1) (k) (ii).....	42,50	12,50	5,00	5,00
4 (1) (k) (iii).....	31,80	8,20	5,00	5,00

(ii) Subparagraaf (i) is nie van toepassing op 'n werknemer wat R230,78 of meer per week verdien nie: Met dien verstande dat niks in hierdie Ooreenkoms die uitwerking mag hê dat dit die loon van sodanige werknemer verminder nie.

(b) Ondanks paragraaf (a), kan 'n werkgewer toegelaat word om op skriftelike versoek van sy werknemer en deur die goedkeuring van die Raad vooraf te verkry, sy werknemer 'n loon te betaal wat nie minder is as die voorgeskryfde minimum loon vir 'n werknemer van sy klas nie: Met dien verstande dat wanneer hy sy werkgewer se diens verlaat die werknemer, by kennisgewing aan die Raad, na sy werklike loon kan terugkeer.

(c) Ondanks paragrawe (a) en (b), kan 'n werkgewer 'n werknemer wat vir 'n tydperk van minstens 13 weke werkloos was, in diens neem teen 'n loon waarvoor sodanige werkgewer en werknemer ooreenkoms: Met dien verstande dat—

(i) die ooreengekome loon nie minder is as die loon vir 'n werknemer van sy klas voorgeskryf nie;

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

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

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet 'n werknemer wat oorgeplaas word na 'n beroep in die Nywerheid waarvoor 'n hoër loon voorgeskryf is en waarin hy nie voorheen werksaam was nie, die loon wat voor sodanige indiensneming of oorpasing aan hom betaalbaar was, bly ontvang totdat sy ondervinding in die nuwe beroep hom op 'n verhoging geregtig maak. Op elke betaaldag in die betrokke halfjaar daarna moet hy 'n loon ontvang van minstens die eersvolgende hoër bedrag as die loon wat hy ontvang het soos bepaal in subklousule (1) betreffende sy nuwe beroep; op die eerste betaaldag van daardie halfjaar moet sodanige werknemer, uitsluitlik vir die doel om sy loon te bepaal, geag word 'n leerling te wees wat net begin werk met slegs daardie tydperk ondervinding wat hom in staat sou stel om dieselfde loon te verdien: Met dien verstande dat 'n werknemer in diens in 'n ander beroep wat onder klousule 4 (1) (e) ingedeel is of 'n beroep in hierdie Ooreenkoms gelys waarvoor 'n laer loon of kwalifiserende loon voorgeskryf is en wat na die klas naaimasjienwerker klas (e) oorgeplaas word, 'n loon moet ontvang wat nie minder is as dié in die tweede kerf vir naaimasjienwerkers klas (e) voorgeskryf nie; en so 'n werknemer moet geag word 'n halfjaar ondervinding as 'n naaimasjienwerker klas (e) te hê en moet daarna gereeld halfjaarlikse verhogings ontvang totdat hy gekwalifiseer is: Voorts met dien verstande dat 'n werknemer wat as 'n uitsnyer in diens is en na die klas afmerker oorgeplaas word, en 'n naaimasjienwerker in klousule 4 (1) (e) bedoel wat oorgeplaas word na die naaimasjienwerkersberoep in klousule 4 (1) (d) bedoel, tot aan die einde van die halfjaar waarin hy oorgeplaas is die loon moet bly ontvang wat hy voor sodanige oorpasing ontvang het en op die eerste betaaldag van die halfjaar wat volg op die halfjaar waarin hy oorgeplaas is, 'n verhoging moet ontvang tot die kerf naaste aan sy eie loon op die voorgeskryfde loonskaal vir 'n afmerker en naaimasjienwerker, en sy ondervinding moet dan geag word gelyk te wees aan die getal halfjare ondervinding wat hom op die loon geregtig sou gemaak het. Indien so 'n werknemer na sy vorige beroep terugkeer, moet sy totale ondervinding weer eens as sy ondervinding geag word, en mag sy loon nie minder wees as wat hy in daardie beroep ontvang het nie.

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

(5) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet die aanvangsloon van 'n werknemer wat ondervinding van slegs kleremakery op maat vir vroue opgedoen het ná 'n proefyd van hoogstens twee weke deur die betrokke werkgewer en werknemer in oorleg met die Raad vasgestel word. Dié werknemer moet dan geag word 'n leerling te wees wat begin met slegs daardie tydperk ondervinding wat hom in staat kan stel om die loon te verdien waarvoor die werkgewer, die werknemer en die Raad ooreengekom het.

(6) (a) Benewens die loon wat betaal word aan 'n werknemer vir wie lone in subklousule (1) voorgeskryf word, moet die werkgewer behoudens paragrawe (b) en (c) van hierdie subklousule die volgende bywoningstoelae betaal:

- (i) In die geval van alle leerlinge, R2 per week; en
- (ii) in die geval van alle ander werknemers, R3 per week.

(b) The attendance allowance prescribed in paragraph (a) of this sub-clause shall be paid in full to—

(i) all workers who have worked at least 39 hours and 30 minutes in any working week as required by their employer;

(ii) all workers who have worked less than 39 hours and 30 minutes, if the time lost was at the request of the employer in terms of the provisions of clause 6 or clause 7 (2) (i) of this Agreement.

(c) The attendance allowance prescribed in paragraph (a) of this sub-clause may be reduced as indicated below in any week for the following reasons:

(i) By one fifth for each day of absence caused by illness, supported by a medical certificate;

(ii) by one fifth for each day or part of a day's absence, if the absence was caused because of the need to report to a housing or government authority and written evidence is supplied, or resulted from the failure of public transport or for any other reason which is acceptable to the employer; or

(iii) by the whole weekly amount, if no explanation acceptable to the employer is offered.

5. BONUS SCHEMES, TASK-WORK AND PIECE-WORK

(1) No employees shall be employed on task-work or piece-work in any establishment: Provided that an employer may agree with any one or more of his employees for the payment of bonuses for any work performed by such employee or employees in excess of the normal day's or week's work, the normal day's or week's work, subject to clause 9, having been mutually agreed upon between the employer and the employee or employees: Provided further that such bonus system shall enable an employee to earn a bonus amounting to at least 10 per cent of the relative prescribed wage for an employee of his class.

(2) Any employer who wishes to introduce a bonus system in his establishment or to effect alterations in one already operating, shall, prior to the introduction or alteration thereof, furnish the undermentioned information to the Secretary of the Council and obtain the Council's approval of such system or alteration, and no bonus system shall be introduced or altered without the Council's prior approval:

(a) The rate of the bonus and the method of calculating the amount payable as a bonus;

(b) the period in respect of which the bonus is calculated from time to time;

(c) the day upon which the amount of the bonus earned by an employee during each such period is payable.

(3) The provisions of subclause (2) hereof shall not have the effect of rendering it unlawful for any employer to continue to operate a bonus system of which he has notified the Council under any previous agreement for the Industry.

6. SHORT-TIME

(1) Where short-time has been or is being introduced in any establishment, an employee who is not required to work on any day must be given notice of that fact not later than closing time on the working day prior to the day on which his services are not required.

(2) An employee who attends the establishment on any day shall, unless he has received notice in terms of subclause (1) that his services will not be required on such day, be employed for at least four hours or be paid wages in lieu thereof.

(3) Where full-time is not being worked in any establishment, the work shall be distributed evenly amongst the employees in each of the sections or departments concerned.

(4) Every employer shall, not later than the first day on which short-time is worked, in case the short-time is for longer than five consecutive days' duration, or on the fifth day of short-time, in case the short-time was worked for periods of less than five consecutive days, forward to the Secretary of the Industrial Council, P.O. Box 5101, Johannesburg, 2000, a statement in the form of Annexure E.

7. PAYMENT OF AMOUNTS DUE TO EMPLOYEES

(1) Subject to the provisions of clause 14 (5) of this Agreement, wages and other amounts due to employees shall be paid in cash weekly, during working hours on Friday: Provided that where an employee's services terminate on a day other than a Friday, any amounts due to him shall be paid immediately upon such termination: Provided further that when an employee is working short-time or the ordinary pay-day is a holiday, payment in terms of this subclause shall be made before the employee finishes work for the week.

(2) No deduction of any description shall be made from amounts due to an employee except as provided below:

(a) Where an employee is absent from work other than at the request or on the instructions of the employer, a pro rata amount for the actual time lost may be deducted from his total remuneration;

(b) subject to the provisions of clause 6 (1) of this Agreement, where short-time has been introduced, a deduction not exceeding the amount of the employee's hourly wage in respect of each hour not worked;

(b) Die bywoningstoelae in paragraaf (a) van hierdie subklousule voorgeskryf, moet ten volle betaal word aan—

(i) alle werknemers wat minstens 39 ure en 30 minute in 'n werkweek gewerk het, soos deur hul werkgever vereis;

(ii) alle werknemers wat minder as 39 ure en 30 minute gewerk het, indien die verlore tyd die gevolg was van 'n versoek van die werkgever ingevolge klousule 6 of klousule 7 (2) (i) van hierdie Ooreenkoms.

(c) Die bywoningstoelae in paragraaf (a) van hierdie subklousule voorgeskryf, kan in 'n week verminder word soos hieronder aangedui, en wel om die volgende redes:

(i) Met een vyfde vir elke dag se afwesigheid wat veroorsaak is deur siekte en wat deur 'n doktersertifikaat gestaaf word;

(ii) met een vyfde vir elke dag of gedeelte van 'n dag se afwesigheid as die afwesigheid daardeur veroorsaak is dat die werknemer hom moes aanmeld by 'n behuisings- of regeringsowerheid en skriftelike bewys voorgelê word, of die gevolg was van onderbreking van openbare vervoer of van 'n ander oorsaak wat vir die werkgever aanvaarbaar is; of

(iii) met die hele weeklikse bedrag indien geen verduideliking aangebied word wat vir die werkgever aanvaarbaar is nie.

5. BONUSSKEMAS, TAAKWERK EN STUKWERK

(1) Geen werknemer mag in 'n bedryfsinrigting taakwerk of stukwerk verrig nie: Met dien verstande dat 'n werkgever met een of meer van sy werknemers kan ooreenkom dat bonusse betaal word vir werk wat sodanige werknemer of werknemers bo en behalwe die gewone dag of week se werk verrig, nadat die werkgever en die werknemer of werknemers behoudens klousule 9 onderling oor die gewone dag of week se werk ooreengekom het: Voorts met dien verstande dat sodanige bonussstelsel 'n werknemer in staat moet stel om 'n bonus te verdien wat minstens 10 persent van die betrokke voorgeskrewe loon vir 'n werknemer van sy klas bedra.

(2) 'n Werkgever wat 'n bonussstelsel in sy bedryfsinrigting wil instel of wysigings wil aanbring aan een wat reeds in werking is, moet, voor die instelling of wysiging daarvan, ondergenoemde inligting aan die Sekretaris van die Raad verstrek en die Raad se goedkeuring vir sodanige stelsel of wysiging verkry, en geen bonussstelsel mag ingestel of gewysig word tensy die Raad se goedkeuring vooraf verkry is nie:

(a) Die bonusskaal en berekeningsmetode van die bedrag wat as bonus betaalbaar is;

(b) die tydperk ten opsigte waarvan die bonus van tyd tot tyd bereken word;

(c) die dag waarop die bedrag van die bonus wat deur 'n werknemer gedurende elke sodanige tydperk verdien is, betaalbaar is.

(3) Subklousule (2) hiervan mag nie die uitwerking hê dat dit vir 'n werkgever onwettig maak om voort te gaan met 'n bonussstelsel waarvan hy die Raad kragtens 'n vorige ooreenkoms vir die Nywerheid in kennis gestel het nie.

6. KORTTYD

(1) As korttyd in 'n bedryfsinrigting ingestel is of ingestel word, moet 'n werknemer van wie daar nie vereis word om op 'n bepaalde dag te werk nie, kennis daarvan gegee word voor of met uitskeiptyd op die werkdag voor die dag waarop sy dienste nie nodig is nie.

(2) 'n Werknemer wat op 'n dag in die bedryfsinrigting aanwesig is, moet minstens vier uur lank werk of in plaas daarvan besoldig word, tensy hy kragtens subklousule (1) in kennis gestel is dat sy dienste op sodanige dag nie nodig sal wees nie.

(3) Indien daar nie heeltyds in 'n bedryfsinrigting gewerk word nie, moet die werk gelykop tussen die werknemers in elkeen van die betrokke seksies of afdelings verdeel word.

(4) Voor of op die eerste dag waarop korttyd gewerk word, moet die werkgever, ingeval die korttyd langer as vyf agtereenvolgende dae duur, of op die vyfde dag van die korttyd, ingeval die korttyd korter as tydperke van vyf agtereenvolgende dae geduur het, 'n staat in die vorm van Aanhangsel E aan die Sekretaris van die Nywerheidsraad, Posbus 5101, Johannesburg, 2000, stuur.

7. BETALINGS VAN BEDRAE AAN WERKNEMERS VERSKULDIG

(1) Behoudens klousule 14 (5) van hierdie Ooreenkoms, moet lone en ander bedrae wat aan werknemers verskuldig is weekliks gedurende werke-ur op Vrydag in kontant betaal word: Met dien verstande dat as 'n werknemer se dienste op 'n ander dag as 'n Vrydag eindig, alle bedrae wat aan hom verskuldig is onmiddellik by sodanige beëindiging betaal moet word: Voorts met dien verstande dat as die werknemer korttyd werk, of as die gewone betaaldag 'n vakansiedag is, besoldiging kragtens hierdie subklousule betaal moet word voordat die werknemer vir die week ophou werk.

(2) Geen bedrae van welke aard ook al mag afgetrek word van bedrae wat aan 'n werknemer verskuldig is nie: Met dien verstande dat—

(a) indien 'n werknemer van die werk afwesig is, behalwe op versoek of in opdrag van sy werkgever, 'n pro rata-bedrag vir werklik verlore tyd van sy totale besoldiging afgetrek mag word;

(b) behoudens klousule 6 (1) van hierdie Ooreenkoms, waar korttyd ingestel is, 'n bedrag van hoogstens die werknemer se uurloon ten opsigte van elke uur wat nie gewerk is nie afgetrek mag word;

(c) where an employer closes his establishment during the month of December and/or January owing to the holiday recess and his employees have been paid holiday pay in terms of the provisions of clause 13, wages may be deducted for the actual period of the holiday recess but not exceeding a period of four weeks;

(d) where an employer supplies an employee with tea, he may deduct 7c per week from his wages;

(e) with the consent of the employee, deductions may be made by an employer for insurance or pension funds, or for dental plates and other dental work not otherwise provided for;

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

(g) contributions to the Medical Benefit Society shall be deducted in terms of clause 21 of this Agreement;

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

(i) if, owing to the stoppage of machinery, no work is available for an employee, deductions may be made by the employer from the wages of such employee only for the time lost in excess of two hours;

(j) any amount paid by an employer on behalf of an employee in order to comply with any law or order of Court, may be deducted;

(k) with the written consent of an employee, deductions may be made from the wages and/or holiday pay for amounts owing to an employer in respect of money borrowed and in respect of goods purchased by the employee from the employer. Provided that the amounts so deducted in respect of such goods purchased shall not exceed one third of the amount due to the employee as wages or holiday pay;

(l) contributions to the Slack Pay Fund shall be deducted in terms of clause 22 of this Agreement;

(m) contributions to the Council's Provident Fund shall be deducted;

(n) an employer may, with the written consent of his employee, deduct contributions to the funds of the trade unions;

(o) contributions to the Sick Pay Fund shall be deducted in terms of clause 29 of this Agreement;

(p) an amount may be deducted in respect of the cost of an overall supplied as provided in clause 30 (2) of this Agreement;

(3) All payments to employees shall be made in sealed envelopes which shall be retained by the employee and which shall carry on the cover or shall contain the following information:

Name and factory number of the employee, the weekly wage, number of hours worked, amount earned for the time worked, amount of any bonuses earned, amount of holiday pay (if any), details of all deductions made from such amount, the amount contained in the envelope and the week in respect of which wages are paid.

(4) Particulars of all deductions made shall be entered in the wage register.

8. PROPORTION OR RATIO OF EMPLOYEES

An employer shall not employ an unqualified employee unless he has in his employ two qualified employees and for every two qualified employees not more than three unqualified employees shall be employed: Provided that for the purposes of this clause an unqualified employee receiving not less than the total wage of a qualified employee of his class shall be reckoned as a qualified employee: Provided further that employees for whom a flat rate of payment is prescribed shall not be included for the purposes of this clause.

9. HOURS OF WORK

(1) No employer shall require or permit an employee, other than an employee referred to in subclauses (5), (6) and (8)—

(a) to work for more than 40 hours, excluding meal intervals, in any one week;

(b) to work for more than five days in any one week;

(c) to work on Saturdays or Sundays;

(d) to work for more than eight hours, excluding meal intervals, on any one day;

(e) to work before 07h30 or later than 16h45 or during the rest intervals provided in subclause (3) of this clause or between 12h30 and 13h30 on any day from Monday to Friday inclusive;

(f) to work for longer than five hours without a meal interval of at least one hour;

except in accordance with the provisions of clause 10 of this Agreement.

(2) Notwithstanding the provisions of subclause (1), an employer may, subject to the provisions of clause 10 require or permit an employee to work overtime: Provided that no employer shall require or permit any employee to work overtime—

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

(b) on more than three consecutive days;

(c) for more than 10 hours in any calendar week;

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

(c) waar 'n werkgever sy bedryfsinrigting gedurende Desember en/of Januarie weens die vakansiereses sluit en sy werknemers vakansiebesoldiging ingevolge klousule 13 betaal het, lone vir die werklike tydperk van die vakansiereses afgetrek kan word maar hoogstens vir 'n tydperk van vier weke;

(d) wanneer 'n werkgever tee aan 'n werknemer verskaf, hy 7c per week van sy loon kan af trek;

(e) met die toestemming van die werknemer, bedrae deur die werkgever afgetrek kan word vir versekerings- of pensioenfondse of vir kunstande of ander tandheelkundige werk waarvoor andersins geen voorsiening gemaak is, nie;

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

(g) bydraes tot die Mediese Bystandsvereniging kragtens klousule 21 van hierdie Ooreenkoms afgetrek moet word;

(h) die koste van skêre wat aan werknemers verskaf word, ingevolge klousule 16 van hierdie Ooreenkoms afgetrek kan word;

(i) indien daar weens stilstand van masjinerie geen werk vir 'n werknemer is nie, die werkgever van die loon van sodanige werknemer slegs bedrae vir verlore tyd van meer as twee uur kan af trek;

(j) bedrae afgetrek kan word wat 'n werkgever ten behoeve van 'n werknemer ter nakoming van 'n wet of hofbevel betaal het;

(k) met die skriftelike toestemming van 'n werknemer, bedrae afgetrek kan word van die loon en/of verlofbesoldiging vir bedrae wat aan die werkgever verskuldig is vir geld wat deur die werknemer van die werkgever geleen of vir goedere wat deur hom van die werkgever gekoop is: Met dien verstande dat die bedrae aldus afgetrek vir sodanige goedere gekoop, hoogstens een derde mag wees van die bedrag wat aan die werknemer as loon of verlofbesoldiging verskuldig is;

(l) bydraes tot die Slaptesbesoldigingsfonds kragtens klousule 22 van hierdie Ooreenkoms afgetrek moet word;

(m) bydraes tot die Raad se Voorsorgfonds afgetrek moet word;

(n) 'n werkgever, met die skriftelike toestemming van sy werknemer, bydraes tot die fondse van die vakvereniging kan af trek;

(o) bydraes tot die Siekebesoldigingsfonds kragtens klousule 29 van hierdie Ooreenkoms afgetrek moet word;

(p) 'n bedrag afgetrek kan word ten opsigte van die koste van 'n oorpak wat ooreenkomstig klousule 30 (2) van hierdie Ooreenkoms verskaf is;

(3) Alle betalings aan werknemers moet geskied in verseëlde koeferte wat deur die werknemer behou moet word en wat die volgende besonderhede op die omslag moet toon of moet bevat:

Die naam en fabrieksnummer van die werknemer, die weekloon, getal ure gewerk, bedrag verdien vir die tyd gewerk, bedrag aan bonusse verdien, bedrag van verlofbesoldiging (as daar is), besonderhede van alle aftrekkings van sodanige bedrag, die bedrag wat in die koefert is en die week ten opsigte waarvan lone betaal word.

(4) Besonderhede van alle bedrae wat afgetrek word, moet in die loonregister verskyn.

8. GETALSVERHOUDING VAN WERKNEMERS

'n Werkgever mag nie 'n ongekwalifiseerde werknemer in diens neem nie tensy hy twee gekwalifiseerde werknemers in sy diens het, en vir elke twee gekwalifiseerde werknemers mag hy hoogstens drie ongekwalifiseerde werknemers in diens neem: Met dien verstande dat vir die toepassing van hierdie klousule 'n ongekwalifiseerde werknemer wat minstens die totale loon van 'n gekwalifiseerde werknemer van sy klas ontvang, as 'n gekwalifiseerde werknemer beskou moet word: Voorts met dien verstande dat werknemers vir wie 'n uniforme loonskaal voorgeskryf word, nie vir die toepassing van hierdie klousule ingesluit moet word nie.

9. WERKURE

(1) Geen werkgever mag van 'n werknemer, uitgesonderd 'n werknemer in subklousules (5), (6) en (8) bedoel, vereis of hom toelaat om, behalwe ingevolge klousule 10 van hierdie Ooreenkoms, soos volg te werk nie:

(a) Meer as 40 uur, uitgesonderd etenspouses, in 'n week;

(b) meer as vyf dae in 'n week;

(c) op Saterdag of Sondag;

(d) meer as agt uur, uitgesonderd etenspouses, op 'n dag;

(e) voor 07h30 of later as 16h45 of gedurende die ruspouses in subklousule (3) van hierdie klousule bepaal, of tussen 12h30 en 13h30 op 'n dag van Maandag tot en met Vrydag;

(f) meer as vyf uur sonder 'n etenspouse van minstens een uur.

(2) Ondanks subklousule (1), kan 'n werkgever behoudens klousule 10 van sy werknemer vereis of hom toelaat om oortyd te werk: Met dien verstande dat geen werkgever van 'n werknemer mag vereis of hom mag toelaat om oortydwerk soos volg te verrig nie:

(a) Meer as twee uur op 'n werkdag;

(b) op meer as drie agtereenvolgende dae;

(c) meer as 10 uur in 'n kalenderweek;

(d) op meer as 60 dae in 'n jaar;

(e) after completion of his 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 he has to commence overtime; or
- (iii) paid such employee an allowance of R1 in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) Rest intervals of not less than 10 minutes, during which no work shall be performed, shall be allowed to each employee not later than two hours after the commencement of the morning work period and as near as practicable in the middle of the afternoon work period, and such intervals shall be regarded as time worked. Utensils and boiling water for making tea shall be provided by the employer and be made available to the employees at the commencement of each rest interval and also at 12h30 every day from Monday to Friday inclusive.

(4) In addition to the rest intervals stipulated in subclause (3) of this clause, the employees engaged on work on a conveyor belt system shall be given a rest interval of five minutes, which shall be regarded as time worked, after the completion of each hour's work.

(5) Subject to the provisions of clause 10 of this Agreement, no employer shall require or permit a boiler attendant—

- (a) to work for more than 46 hours, excluding meal intervals, in any one week;
- (b) to work for more than five days in any one week;
- (c) to work for more than nine hours and 15 minutes, excluding meal intervals, on any one day;
- (d) to work during the rest intervals provided in this clause;
- (e) to work for longer than five hours without a meal interval of at least one hour.

(6) Subject to the provisions of subclause (7) of this clause and clause 10 of this Agreement, no employer shall require or permit a driver of a delivery motor vehicle or a despatch packer—

- (a) to work for more than 43 hours, excluding meal intervals, in any one week;
- (b) to work for more than five days in any one week;
- (c) to work on Saturdays or Sundays;
- (d) to work for more than nine hours, excluding meal intervals, on any one day;
- (e) to work during the rest intervals provided for in this clause;
- (f) to work for longer than five hours without a meal interval of at least one hour.

(7) Notwithstanding the provisions of subclause (6), a driver of a delivery motor vehicle or a despatch packer who has worked less than the prescribed hours during any period calculated from Monday to Friday in any week may be required to work the remaining hours on the Saturday of such week: Provided that he shall not be required to work more than five hours on such Saturday.

(8) *Savings.*—The provisions of this clause shall not apply to a watchman: Provided that the watchman shall not be required—

- (a) to work for more than 12 hours per day;
- (b) to work for more than 72 hours per week;
- (c) to work on more than six days in any one week:

Provided further that the employer may require his watchman to work on the seventh day of the week and pay the watchman in addition to his weekly wage an amount equal to two-sixths of such weekly wage in respect of work done on such seventh day.

10. OVERTIME AND SUNDAY WORK

(1) Overtime, that is time worked in excess of the hours prescribed in clause 9 (1) (a) and (d), 9 (5) (a) and (c), 9 (6) (a) and (d), 9 (7) and 9 (8) of this Agreement, may not be worked except with the written permission of the Council.

(2) (a) Payment for overtime worked shall be made at the rate of one and a half times the hourly wage for each hour or part of an hour so worked from Monday to Saturday.

(b) Whenever an employee works on a Sunday, his employer shall either—

- (i) pay to the employee—

(aa) 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

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

(e) op meer as een uur op 'n dag ná voltooiing van sy gewone werkure, tensy hy—

- (i) sodanige werknemer vóór middag daarvan in kennis gestel het; of
- (ii) sodanige werknemer van 'n toereikende ete voorsien het voordat hy met oortydwerk moet begin; of
- (iii) sodanige werknemer betyds 'n toelae van R1 betaal het om die werknemer in staat te stel om 'n ete te verkry voordat die oortydwerk begin.

(3) Ruspouses van minstens 10 minute waarin geen werk verrig mag word nie, moet aan elke werknemer toegestaan word en wel nie later nie as twee uur ná die aanvang van die werktidperk in die oggend en so na doenlik aan die middel van die werktidperk in die namiddag en dié ruspouses moet as tyd gewerk beskou word. Die nodige gerei en kookwater om tee te maak, moet deur die werkgever verskaf en aan die begin van elke ruspouse, asook om 12h30 op elke dag van Maandag tot en met Vrydag, tot beskikking van die werknemers gestel word.

(4) Benewens die ruspouses wat in subklousule (3) van hierdie klousule bepaal word, moet 'n ruspouse van vyf minute, wat as werktid beskou moet word, na voltooiing van elke uur se werk toegestaan word aan werknemers wat werk by 'n vervoerbandstelsel verrig.

(5) Behoudens klousule 10 van hierdie Ooreenkoms, mag geen werk-gewer van 'n ketelbediener vereis of hom toelaat om soos volg te werk nie:

- (a) Meer as 46 uur, uitgesonderd etenspouses, in 'n week;
- (b) meer as vyf dae in 'n week;
- (c) meer as nege uur en 15 minute, uitgesonderd etenspouses, op 'n dag;
- (d) gedurende die ruspouses wat in hierdie klousule bepaal word;
- (e) meer as vyf uur sonder 'n etenspouse van minstens een uur.

(6) Behoudens subklousule (7) van hierdie klousule en klousule 10 van hierdie Ooreenkoms, mag geen werk-gewer van 'n drywer van 'n afleweringmotorvoertuig of 'n versendingsverpakker vereis of hom toelaat om soos volg te werk nie:

- (a) Meer as 43 uur, uitgesonderd etenspouses, in 'n week;
- (b) meer as vyf dae in 'n week;
- (c) op Saterdag of Sondag;
- (d) meer as nege uur, uitgesonderd etenspouses, op 'n dag;
- (e) gedurende die ruspouses wat in hierdie klousule bepaal word;
- (f) meer as vyf uur sonder 'n etenspouse van minstens een uur.

(7) Ondanks subklousule (6), kan van 'n drywer van 'n afleweringmotorvoertuig of 'n versendingsverpakker wat minder as die voorgeskrewe ure gedurende 'n tydperk, bereken vanaf Maandag tot Vrydag, in 'n week gewerk het, vereis word om die oorblywende ure op die Saterdag van dié week te werk: Met dien verstande dat daar nie van hom vereis mag word om meer as vyf uur op sodanige Saterdag te werk nie.

(8) *Voorbehoudsbepalings.*—Hierdie klousule is nie op 'n wag van toepassing nie: Met dien verstande dat daar nie van 'n wag vereis mag word—

- (a) om meer as 12 uur per dag te werk nie;
- (b) om meer as 72 uur per week te werk nie;
- (c) om op meer as ses dae in 'n week te werk nie:

Voorts met dien verstande dat die werk-gewer van 'n wag kan vereis om op die sewende dag van die week te werk en hom, benewens sy weekloon, 'n bedrag gelyk aan twee sesdes van sodanige weekloon kan betaal ten opsigte van werk op dié sewende dag verrig.

10. OORTYD- EN SONDAGWERK

(1) Oortyd, dit wil sê tyd gewerk benewens die ure wat in klousule 9 (1) (a) en (d), 9 (5) (a) en (c), 9 (6) (a) en (d), 9 (7) en 9 (8) van hierdie Ooreenkoms voorgeskryf is, mag nie sonder die skriftelike toestemming van die Raad gewerk word nie.

(2) (a) Besoldiging vir oortydwerk moet teen een en 'n half maal die uurloon vir elke uur of gedeelte van 'n uur aldus van Maandag tot Saterdag gewerk.

- (b) Wanneer 'n werknemer op 'n Sondag werk, moet sy werk-gewer of—
- (i) die werknemer soos volg betaal:

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

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

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

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

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

(5) No employee shall be required or permitted to work overtime between the hours 18h00 and 06h00.

(6) Notwithstanding the provisions of this clause, an employer may, in order to make up time lost through not working on a public holiday (other than those referred to in clause 13 of this Agreement), permit his employees to work overtime on any day except on a Sunday prior or subsequent to such public holiday at ordinary rates of pay: Provided that permission has previously been obtained from the Council.

(7) *Savings.*—The provisions of subclauses (2) (b), (3) and (4) shall not apply to a watchman.

11. OUTWORK

No employer in the Industry shall give out work to be manufactured except in a factory registered in terms of clause 12 of this Agreement; nor shall he require or permit any employee to perform any work in the Clothing Industry other than in an establishment provided, equipped, maintained and controlled by the employer unless this is done in accordance with the provisions of a published out-work agreement of the Council.

12. REGISTRATION OF A FACTORY

Every occupier of a factory in which any operations in the Clothing Industry are carried on shall, within one month from the date on which this Agreement comes into operation, if he has not already done so pursuant to any previous agreement, and every person who becomes an employer after that date, shall within one week from the date of commencement of operations by him, notify the Secretary of the Council, by completing a form in the form of Annexure F to this Agreement. The Secretary of the Council shall thereupon issue to the occupier a registration certificate signed by him. No manufacture of clothing shall be performed elsewhere than in a factory registered in terms of this clause. In the event of a change in the personnel of the partnership of firm or the change of address of the factory or its transfer or abandonment, the Secretary of the Council shall be notified in writing.

13. HOLIDAY LEAVE

(1) Every employer shall, subject to the provisions of subclause (2), in the month of December of each year and not later than the 24th of that month, grant to each of his employees who has been in his employ from any date prior to the first day of February of the same year, and whose services have not been terminated before 1 December, three weeks' holiday leave on full pay: Provided that an employee who during any year has been absent from work for a continuous period of 12 weeks or more shall be paid holiday pay in terms of subclause (2). The holiday pay due in terms of this subclause shall be paid by the employer not later than the last working day of the employee before commencement of the period of holiday leave.

(2) An employee—

(a) who commenced work with an employer on or after 1 February in any year; or

(b) who commenced work with an employer before 1 February in any year, and whose employment has terminated before 1 December of that year;

shall, if his contract of employment with the same employer has endured for a period of not less than four weeks in that year, be paid in lieu of holiday leave for that period of employment, an amount equal to 6 per cent of the aggregate of the amounts received by him in respect of such employment, excluding any amounts received by him as a bonus in terms of clause 5 or as overtime in terms of clause 10 or as an attendance allowance in terms of clause 4 (6), of this Agreement. The holiday pay due in terms of this subclause shall be paid by the employer not later than the last working day of that year or, if the employee's employment terminates before that day, on the day he leaves the employer's service.

(3) In computing the amount upon which the 6 per cent holiday pay is to be calculated in terms of subclause (2), the expression "employment" shall be deemed to include any period during which an employee—

(a) undergoes military service in pursuance of the Defence Act, 1957 (Act 44 of 1957);

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

(c) is on sick leave in terms of clause 29;

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in paragraphs (b) and (c), plus up to four months of any period of military service referred to in paragraph (a) undergone in any year commencing 1 January.

(ii) die werknemer besoldiging betaal van minstens een en 'n derde maal sy gewone besoldiging ten opsigte van die totale tydperk op so 'n Sondag gewerk en hom binne sewe dae vanaf so 'n Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy op dié dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(3) Van geen werknemer mag vereis word om sonder sy toestemming oortydwerk te verrig nie.

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

(5) Daar mag nie van 'n werknemer vereis word of hy mag nie toegelaat word om tussen 18h00 en 06h00 te werk nie.

(6) Ondanks hierdie klousule, kan 'n werkgever, ten einde tyd in te haal wat verloor is omdat daar nie op 'n openbare vakansiedag (uitgesonderd dié genoem in klousule 13 van hierdie Ooreenkoms) gewerk is nie, sy werknemers toelaat om op enige dag, uitgesonderd 'n Sondag, voor of na sodanige openbare vakansiedag oortydwerk teen gewone loonskale te verrig: Met dien verstande dat die goedkeuring van die Raad vooraf verkry word.

(7) *Voorbehoudsbepalings.*—Subklousules (2) (b), (3) en (4) is nie op 'n wag van toepassing nie.

11. BUITEWERK

Geen werkgever in die Nywerheid mag werk vir vervaardiging uitgee nie, behalwe in 'n fabriek wat geregistreer is kragtens klousule 12 van hierdie Ooreenkoms; ook mag hy nie van 'n werknemer vereis of hom toelaat om werk in die Klerasiennywerheid te verrig nie, behalwe in 'n bedryfsinrigting wat deur die werkgever verskaf, uitgerus, onderhou en beheer word, tensy dit gedoen word in ooreenstemming met die bepalinge van 'n gepubliseerde buitewerkooreenkoms van die Raad.

12. REGISTRASIE VAN FABRIEK

Elke okkupeerder van 'n fabriek waarin werksaamhede in verband met 'n Klerasiennywerheid uitgevoer word, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, as hy dit nie reeds ingevolge 'n vorige ooreenkoms gedoen het nie, en elke persoon wat 'n werkgever na dié datum word, moet binne een maand na die datum waarop sy werksaamhede 'n aanvang neem, die Sekretaris van die Raad in kennis stel deur 'n vorm in die vorm van Aanhangsel F van hierdie Ooreenkoms in te vul. Daarna moet die Sekretaris van die Raad 'n registrasiesertifikaat, deur hom onderteken, aan die okkupeerder uitreik. Geen vervaardiging van klerasie mag elders geskied as in 'n fabriek wat ingevolge hierdie klousule geregistreer is nie. In die geval van 'n verandering van die lede van die vennootskap of firma, of verandering van adres van die fabriek of die oordrag of oorgawe daarvan, moet die Sekretaris van die Raad skriftelik daarvan in kennis gestel word.

13. VAKANSIEVERLOF

(1) Behoudens subklousule (2), moet elke werkgever elke jaar gedurende die maand Desember, en wel voor of op die 24ste van dié maand, aan elkeen van sy werknemers wat van 'n datum voor die eerste dag van Februarie van dieselfde jaar in sy diens is en wie se dienste nie voor 1 Desember beëindig is nie, drie weke vakansieverlof met volle besoldiging toestaan: Met dien verstande dat vakansiebesoldiging kragtens subklousule (2) betaal moet word aan 'n werknemer wat gedurende enige jaar vir 'n aaneenlopende tydperk van 12 weke of langer van sy werk afwesig was. Die vakansiebesoldiging wat ingevolge hierdie subklousule verskuldig is, moet deur die werkgever voor of op die werknemer se laaste werkdag voor die aanvang van die tydperk van vakansieverlof betaal word.

(2) 'n Werknemer—

(a) wat op of na 1 Februarie in 'n jaar by 'n werkgever begin werk het; of

(b) wat voor 1 Februarie in 'n jaar by 'n werkgever begin werk het en wie se diens voor 1 Desember van dieselfde jaar geëindig het;

moet, indien sy dienskontrak met dieselfde werkgever vir 'n tydperk van minstens vier weke in dié jaar geduur het, in plaas van vakansieverlof vir daardie dienstdag 'n bedrag betaal word gelyk aan 6 persent van die som van die bedrae wat hy ontvang het ten opsigte van sodanige diens, uitgesonderd bedrae wat hy ontvang het as bonus ingevolge klousule 5 of as oortydbesoldiging ingevolge klousule 10 of as 'n bywoningstoelae ingevolge klousule 46 van hierdie Ooreenkoms. Die vakansiebesoldiging wat ingevolge hierdie klousule verskuldig is, moet voor of op die laaste werkdag van daardie jaar deur die werkgever betaal word of, indien die werknemer se diens voor daardie dag eindig, op die dag waarop hy die werkgever se diens verlaat.

(3) By die bepaling van die bedrag waarop die verlofbesoldiging van 6 persent kragtens subklousule (2) bereken moet word; word die uitdrukking "diens" geag 'n tydperk in te sluit waarin 'n werknemer—

(a) militêre diens kragtens die Verdedigingswet, 1957 (Wet 44 van 1957), ondergaan;

(b) op las of op versoek van die werkgever van die werk afwesig is;

(c) kragtens klousule 29 met siekteverlof is;

en wat in 'n jaar altesaam hoogstens 10 weke behoort ten opsigte van die tydperke in paragrawe (b) en (c) bedoel, plus tot vier maande van die militêre diens in paragraaf (a) bedoel wat hy in 'n jaar, beginnende op 1 Januarie, ondergaan het.

(4) Every employer shall grant to each of his employees New Year's Day, Good Friday, Family Day, Ascension Day, the Friday following Ascension Day, Republic Day, Kruger Day, Day of the Vow and Christmas Day as paid holidays, and no employer shall employ an employee and no employee shall work on these 9 days, and in addition each employer shall grant to all of his employees who have worked the whole morning period of the Thursday preceding Good Friday, time off from the commencement of the normal meal interval until the normal closing time and such time lost shall be regarded as time worked.

(5) In the event of an employer closing his factory in terms of subclause (1) for a period which includes Day of the Vow, Christmas Day or New Year's Day, such employer shall pay a full day's pay in respect of each such day to each of his employees in his employ on the date he so closes his factory. In addition, he shall pay a full day's pay in respect of these three paid public holidays to each employee whose contract of service is terminated on or after the 15th day of November but before the date he closes his factory: Provided that such employee has been in the continuous employment of his employer for a period of not less than six months immediately prior to the 15th day of November: Provided further that the contract is not terminated by the employee concerned or that he is not summarily dismissed for any good cause recognised by law as sufficient.

The provisions of this subclause shall not apply to cases where the reason for the employer closing his factory is his intention forthwith to discontinue business in the Industry. For the purposes of this subclause, the expression "employment" shall have the same meaning as in subclause (3).

(6) For the purposes of this clause, "day's pay" means the "weekly wage" divided by five, and "full pay" means the "wage" paid immediately prior to the commencement of the holiday leave prescribed in subclause (1).

(7) In the event of New Year's Day, Republic Day, Kruger Day, Day of the Vow and Christmas Day falling on a Saturday or Sunday, the employer shall, subject to subclause (5) of this clause, pay to each of his employees an extra day's pay on the first pay-day after such day or when payment for these days is payable in terms of this clause, or alternatively shall grant the Monday following such public holiday as a holiday and shall pay a day's pay to each of his employees in respect thereof.

(8) Notwithstanding the provisions of clause 7 (2), an employer may close his establishment on any statutory public holiday not mentioned in subclause (4) or (7) and on three days in September and October, and in that event shall not be obliged to pay wages in respect of such day: Provided that he has notified his employees of his intention to close the establishment on such day by a notice which shall be posted in a prominent place in his establishment, at least 24 hours before the usual starting time: Provided further that he shall afford his employees an opportunity of working in the time lost in respect of the three days referred to at ordinary rates of pay should a majority of his employees agree to so work in the time lost.

(9) *Savings.*—The provisions of this clause shall not apply to a watchman: Provided that a watchman shall be granted four weeks' holiday leave on full pay, plus payment of an amount equal to one quarter of his weekly wage, during each period of 12 months' employment: Provided further that should such watchman's employment be terminated before such leave is granted he shall be paid in lieu of such leave two and a fifth of his daily wage in respect of each complete month of employment, calculated from the date of commencement of his employment or from the first day after the last 12 months' period in respect of which he was granted four weeks' holiday leave, as prescribed in this subclause. For the purposes of this subclause, the daily wage of a watchman shall be one sixth of his weekly wages.

14. TERMINATION OF EMPLOYMENT

(1) Subject to the provisions of subclause (1) (d), (e) and (f) of this clause, written notice of not less than five working days, which for the purposes of this clause shall include paid holidays, to take effect from the working day following that on which it is given, shall be given by an employer or an employee to terminate a contract of service: Provided that this shall not affect—

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

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

Provided further that—

(c) an employer may pay an employee wages for and in lieu of the period of notice prescribed in this clause or agreed upon in terms of subclause (1) (b);

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

(e) the first 10 working days of the period of employment of an employee by an employer shall (unless otherwise stated in a written agreement) be deemed to be a trial period and such employment may be terminated either by the employer or the employee at any time within such trial period without notice;

(4) Elke werkgewer moet Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, die Vrydag wat volg op Hemelvaartsdag, Republiekdag, Krugerdag, Gelofte-dag en Kersdag aan elkeen van sy werknemers as vakansiedae met besoldiging toestaan, en op hierdie 9 dae mag geen werkgewer 'n werknemer laat werk en mag geen werknemer werk nie, en daarbenewens moet elke werkgewer aan elkeen van sy werknemers wat die hele Donderdagoggend voor Goeie Vrydag gewerk het, tyd afgee vanaf die aanvang van die gewone etenspouse tot die gewone uitskeityd, en dié verlore tyd moet beskou word as tyd wat gewerk is.

(5) In die geval van 'n werkgewer wat ingevolge subklousule (1) sy fabriek sluit vir 'n tydperk wat Gelofte-dag, Kersdag of Nuwejaarsdag insluit, moet sodanige werkgewer 'n volle dag se loon vir elke sodanige dag betaal aan elkeen van sy werknemers wat by hom in diens is op die datum waarop hy sy fabriek aldus sluit. Daarbenewens moet hy 'n volle dag se loon vir hierdie drie openbare vakansiedae met besoldiging betaal aan elke werknemer wie se dienskontrak beëindig word op of na die 15de dag van November maar voor die datum waarop hy sy fabriek sluit: Met dien verstande dat sodanige werknemer onmiddellik voor die 15de dag van November vir 'n tydperk van minstens ses maande ononderbroke in diens van sy werkgewer was: Voorts met dien verstande dat die kontrak nie deur die betrokke werknemer beëindig word nie of dat hy nie om 'n regsgeldige rede summier ontslaan word nie.

Hierdie subklousule is nie van toepassing in gevalle waar die werkgewer sy fabriek sluit met die doel om onmiddellik werk in die Nywerheid te staak nie. Vir die toepassing van hierdie subklousule, het die uitdrukking "diens" dieselfde betekenis as in subklousule (3).

(6) Vir die toepassing van hierdie klousule beteken "dag se loon" die "weekloon" gedeel deur vyf, en "volle loon" beteken die "loon" betaal onmiddellik voor die aanvang van die vakansieverlof in subklousule (1) voorgeskryf.

(7) Ingeval Nuwejaarsdag, Republiekdag, Krugerdag, Gelofte-dag en Kersdag op 'n Saterdag of Sondag val, moet die werkgewer, behoudens subklousule (5) van hierdie klousule, aan elkeen van sy werknemers 'n ekstra dag se loon betaal op die eerste betaaldag ná sodanige dag of wanneer besoldiging vir hierdie dae ingevolge hierdie klousule betaalbaar is, of anders moet hy die Maandag wat volg op so 'n openbare vakansiedag as vakansiedag toestaan en 'n dag se loon ten opsigte daarvan aan elk van sy werknemers betaal.

(8) Ondanks klousule 7 (2), kan 'n werkgewer sy bedryfsinrigting op 'n statutêre openbare vakansiedag wat nie in subklousule (4) of (7) genoem word nie en op drie dae in September en Oktober sluit, en wanneer dit gebeur, is hy nie verplig om lone ten opsigte van sodanige dag te betaal nie: Met dien verstande dat hy sy werknemers van sy voorneme om die inrigting op so 'n dag te sluit, in kennis moet stel deur 'n kennisgewing minstens 24 uur voor die gewone aanvangstyd op 'n opvallende plek in sy bedryfsinrigting aan te bring: Voorts met dien verstande dat hy sy werknemers in die geleentheid moet stel om die tyd wat ten opsigte van die bedoelde drie dae verloor is, teen die gewone loon in te werk, ingeval die meerderheid van sy werknemers instem om sodanige tyd aldus in te werk.

(9) *Voorbehoudsbepalings.*—Hierdie klousule is nie op 'n wag van toepassing nie: Met dien verstande dat 'n wag vier weke vakansieverlof met volle besoldiging, plus betaling van 'n bedrag gelyk aan 'n kwart van sy weekloon, gedurende elke tydperk van 12 maande diens toegestaan moet word: Voorts met dien verstande dat indien so 'n wag se diens beëindig word voordat sodanige verlof toegestaan is, hy in plaas van sodanige verlof, twee en 'n vyfde van sy dagloon betaal moet word vir elke voltooide maand diens, bereken vanaf die datum van sy indiensneming of vanaf die eerste dag na die laaste tydperk van 12 maande ten opsigte waarvan vier weke vakansieverlof aan hom toegestaan is, soos in hierdie subklousule voorgeskryf. Vir die toepassing van hierdie subklousule is die dagloon van 'n wag een sesde van sy weekloon.

14. DIENSBEÏNDIGING

(1) Behoudens subklousule (1) (d), (e) en (f) van hierdie klousule, moet skriftelike kennis van minstens vyf werkdade, wat vir die toepassing van hierdie klousule vakansiedae met besoldiging moet insluit, en wat in werking moet tree op die werkdag wat volg op die dag waarop dit gegee word, deur 'n werkgewer of 'n werknemer gegee word om 'n dienskontrak te beëindig: Met dien verstande dat dit nie inbreuk op onderstaande mag maak nie:

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

(b) 'n ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n langer tydperk van kennisgewing as een week:

Voorts met dien verstande dat—

(c) 'n werkgewer 'n werknemer loon kan betaal vir en in plaas van die kennisgewingstermyn wat in hierdie klousule voorgeskryf word of waaroor kragtens subklousule (1) (b) ooreengekom is;

(d) 'n werknemer wat korttyd werk, sy diens kan beëindig sonder om kennis te gee;

(e) die eerste 10 werkdade van die dienstryd van 'n werknemer by 'n werkgewer (tensy andersins in 'n skriftelike ooreenkoms aangedui) geag word 'n proeftydperk te wees en sodanige diens of deur die werkgewer of deur die werknemer op enige tydstop binne die proeftydperk sonder kennisgewing beëindig kan word;

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

(2) An employee put off during the currency of any period of notice given in terms of subclause (1) shall receive fully pay for such week, or in the case of a monthly paid employee, full pay for the unexpired period of such notice.

(3) No employer shall terminate the services of any employee by reason of such employee's—

(a) approaching confinement: Provided that the employee returns not later than two months after the date of confinement;

(b) absence from work through illness: Provide that—

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

(ii) a medical certificate for the period of absence is provided on the employee's return to work;

(iii) the period of absence from work does not exceed 30 days;

(c) absence on leave, the written permission of the employer for such leave having been obtained.

(4) Subject to the provisions of subclause (3), the employment of an employee who absent himself from work for a period of five consecutive working days without notifying his employer, in writing, may be terminated by the employer without notice as required in subclause (1).

(5) Whenever an employer terminates the services of an employee in terms of subclause (4), notice of such termination shall be given by notifying the Secretary of the Council in writing. Any such notification to the Council shall be accompanied by the employee's service card and 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).

(6) If an employee leaves without notice, the employer shall have the right to withhold an amount not exceeding the weekly wage of such employee, and the employee's service card, together with any balance of wages and holiday pay due, shall be forwarded to the Secretary of the Industrial Council, P.O. Box 5101, Johannesburg, 2000, not earlier than the sixth day nor later than the 11th day of such absence. Any amount so withheld by the employer shall be forfeited by the employee concerned unless such employee can prove that he did not leave without notice.

(7) The period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 13 or any period of military service which an employee is undergoing in pursuance of the Defence Act, 1957.

(8) Subject to the provisions of subclause (3) (b), no notice shall be given during absence on sick leave.

15. PREMIUMS

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

16. TOOLS

(1) Every employer shall supply scissors to his employees who need them for the purpose of their employment, at the price paid therefor by the employer.

(2) The cost of such scissors may be deducted from the employee's wages in weekly instalments of not more than 10c.

(3) The employer shall keep the scissors sharpened and in good order free of charge.

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. ENGAGEMENTS AND TERMINATIONS OF EMPLOYMENT

(1) An employer shall, before engaging an applicant for work, require such applicant to produce a service card issued by the Council, which shall be in the form of Annexure A to this Agreement: Provided that in the case of persons who have not previously been employed in the Industry in the Transvaal, a period of seven days may elapse before production of the service card shall be requisite.

(2) If, during or on the completion of the trial period in terms of clause 14 (1) (e), the contract of service is confirmed, the employer shall immediately on such confirmation enter in the service card the name of his factory, occupation of employee, date of commencement of employment and the prescribed wage of such employee and forward the card to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, as provided in subclause (4) of this clause.

(f) werknemers wat maandeliks betaal word, minstens een kalendermaand skriftelik kennis moet gee of gegee moet word, wat in werking tree op die eerste dag van die maand wat volg op dié waarin kennis gegee is.

(2) 'n Werknemer wat afgedank word gedurende 'n kennisgewings-termyn kragtens subklousule (1), moet volle besoldiging vir sodanige week ontvang, of in die geval van 'n werknemer wat maandeliks betaal word, volle besoldiging vir die onverstreke tydperk van die kennisgewings-termyn.

(3) Geen werkgever mag die diens van 'n werknemer beëindig nie weens sodanige werknemer se—

(a) naderende bevalling: Met dien verstande dat die werknemer hoogstens twee maande ná die datum van bevalling na haar werk terugkeer;

(b) afwesigheid van werk weens siekte: Met dien verstande dat—

(i) die werkgever binne drie werkdade ná die aanvang van die siekte daarvan in kennis gestel word;

(ii) 'n doktersertifikaat vir die tydperk van afwesigheid by die werknemer se terugkeer na werk ingedien word;

(iii) die tydperk van afwesigheid van werk hoogstens 30 dae is;

(c) afwesigheid met verlof nadat die skriftelike toestemming van die werkgever vir dié verlof verkry is.

(4) Behoudens subklousule (3), kan die diens van 'n werknemer wat vir 'n tydperk van vyf agtereenvolgende werkdade van die werk wegbly sonder om sy werkgever daarvan skriftelik in kennis te stel, deur die werkgever sonder kennisgewing, soos by subklousule (1) vereis, beëindig word.

(5) Wanneer 'n werkgever die diens van 'n werknemer ingevolge subklousule (4) beëindig, moet kennis van sodanige beëindiging gegee word deur die Sekretaris van die Raad skriftelik daarvan te verwittig. So 'n kennisgewing aan die Raad moet vergesel gaan van die werknemer se dienskaart asook van lone of ander bedrae wat diensbeëindiging aan die werknemer verskuldig is, om op aansoek aan die werknemer oorhandig te word.

Hierdie subklousule is *mutatis mutandis* van toepassing op diensbeëindiging ingevolge subklousule (1) (a).

(6) As 'n werknemer sonder kennisgewing weggaan, kan die werkgever 'n bedrag van hoogstens sodanige werknemer se weekloon terughou, en dié werknemer se dienskaart, tesame met die verskuldigde saldo van lone en vakansiebesoldiging, moet nie voor die sesde en nie later nie as die 16de dag van sodanige afwesigheid aan die Sekretaris van die Nywerheidsraad, Posbus 5101, Johannesburg, 2000, gestuur word. 'n Bedrag aldus deur die werkgever teruggehou, word deur die betrokke werknemer verbeur, tensy sodanige werknemer kan bewys dat hy nie sonder kennisgewing weggegaan het nie.

(7) Die kennisgewingstermyn mag nie saamval met en kennisgewing mag ook nie geskied gedurende 'n werknemer se afwesigheid met verlof wat kragtens klousule 13 toegestaan word of gedurende 'n tydperk van militêre diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan nie.

(8) Behoudens subklousule (3) (b), mag geen kennis gegee word gedurende afwesigheid met siekteverlof nie.

15. PREMIES

'n Werkgever mag geen premies vir die opleiding van 'n werknemer vra of aanneem nie.

16. GEREEDSKAP

(1) Elke werkgever moet 'n skêr verskaf aan elkeen van sy werknemers wat dit vir sy werk nodig het, teen die prys wat die werkgever daarvoor betaal het.

(2) Die prys van die skêr kan in weeklikse paaiemente van hoogstens 10c van die loon van die werknemer afgetrek word.

(3) Die werkgever moet die skêre gratis skerp en in 'n goeie toestand hou.

17. BESTAANDE KONTRAKTE

'n Dienskontrak wat op die aanvangsdatum van hierdie Ooreenkoms in werking is of wat ná sodanige datum aangegaan word, is aan die Ooreenkoms onderworpe.

18. INDIENSNEMING EN DIENSBEÏNDIGING

(1) 'n Werkgever moet, voordat hy 'n aansoeker om werk in diens neem, van sodanige aansoeker vereis om 'n dienskaart voor te lê wat deur die Raad uitgereik en in die vorm is soos in Aanhangsel A van hierdie Ooreenkoms voorgeskryf: Met dien verstande dat, in die geval van persone wat nie voorheen in die Nywerheid in Transvaal werksaam was nie, 'n tydperk van sewe dae mag verloop voordat die voorlegging van die dienskaart vereis word.

(2) Indien die dienskontrak, gedurende of by voltooiing van die proeftydperk ingevolge klousule 14 (1) (e), bekragtig word, moet die werkgever onmiddellik by sodanige bekragtiging die naam van sy fabriek, die beroep van die werknemer, die datum van diensaanvaarding en die voorgeskrewe loon van sodanige werknemer op die dienskaart invul en die kaart aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000 stuur, soos in subklousule (4) bepaal.

(3) Such information as is required by the Council shall be taken from the service card as soon as reasonably possible, after which the card shall be returned to the employer who shall retain it until the employee leaves his employ, whereupon the employer shall enter on the card the date of termination of employment and the prescribed wage on termination and return the card to the employee. The employee shall thereupon surrender his doctor's card in exchange for his service card: Provided that if the employee is unable to surrender his doctor's card the employer shall immediately forward the service card to the Council's office, where the employee may make application for the service card.

(4) When during or on completion of the trial period, the contract of service of an employee is confirmed, the employer shall within three days of such confirmation submit the employee's service card for checking to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, together with a statement in the form of Annexure D.

(5) If during a period of employment, an employee is transferred from one occupation to another, the employer shall, immediately on such transfer, enter in the service card the new occupation of the employee, the date of such transfer and the wage paid to such employee on the date of transfer and forward the card to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, for checking.

19. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may on account of old age or infirmity or for any other good or sufficient reason, grant to or in respect of any person exemption from any of the provisions of this Agreement.

(2) The Council shall fix the conditions subject to which such exemption is granted and the period during which it shall operate and may, after one week's notice, in writing, to the persons concerned, withdraw such exemption.

(3) The Secretary of the Council shall issue to every person exempted 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.

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (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:

(1) Every employer shall, on the pay-day of each week and from the first pay-day after this Agreement comes into operation, deduct 10c from the wages of each of his employees for whom minimum wages are prescribed in this Agreement, except that on the first pay-day of February, May, August and November of each year, 9c shall be deducted: Provided that no deduction shall be made from the wages of an employee who has worked for less than 20 hours in the week in which the deductions fall due.

(2) The employer shall forward the total amounts so deducted, together with an equal amount which shall be contributed by him and a statement in the form of Annexure B, to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days of the end of the week in which the deductions fall due.

(3) Should any amount due in terms of this clause not be received by the Council by the seventh day after the due date in respect of which it is payable, the employer shall pay weekly interest on such amount or on such lesser amount as remains unpaid, calculated at the ruling prime overdraft rate plus 2 per cent per annum divided by 52 or part thereof from such seventh day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

21. MEDICAL BENEFIT SOCIETY

(1) There is hereby continued a medical benefit society known as the Medical Benefit Society for the Clothing Industry (Transvaal), in this clause referred to as the "Society".

(3) Alle inligting wat die Raad nodig het, moet so gou as wat redelik moontlik is van die dienskaart verkry word, en daarna moet die kaart teruggestuur word aan die werkgewer wat dit moet bewaar totdat die werknemer sy diens verlaat, en wanneer dit gebeur, moet die werkgewer die datum van diensbeëindiging en die voorgeskrewe loon by diensbeëindiging op die kaart invul en die kaart aan die werknemer terugbesorg. Die werknemer moet daarop sy dokterskaart oorhandig in ruil vir sy dienskaart: Met dien verstande dat, indien die werknemer nie sy dokterskaart kan oorhandig nie, die werkgewer die dienskaart onmiddellik aan die kantoor van die Raad moet stuur, waar die werknemer aansoek om die dienskaart kan doen.

(4) Wanneer die dienskontrak van 'n werknemer gedurende of by voltooiing van die proeftydperk bekragtig word, moet die werkgewer binne drie dae na sodanige bekragtiging die werknemer se dienskaart, tesame met 'n staat in die vorm van Aanhangsel D, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur, sodat dit nagegaan kan word.

(5) Wanneer 'n werknemer gedurende 'n diens tydperk van een beroep na 'n ander oorgeplaas word, moet die werkgewer onmiddellik by dié oorpasing die nuwe beroep van die werknemer, die datum van die oorpasing en die loon wat aan die werknemer op die datum van sy oorpasing betaal word, op die dienskaart invul en die kaart aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur sodat dit nagegaan kan word.

19. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van klousule 51 (3) van die Wet, kan die Raad vrystelling van enigen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van 'n persoon verleen op grond van hoë ouderdom of swakheid of om 'n afdoende rede.

(2) Die Raad moet die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor die vrystelling van krag bly en kan, na een week skriftelike kennisgewing aan die betrokke persone, sodanige vrystelling herroep.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n sertifikaat uitreik, deur hom onderteken, waarop die volgende voorkom:

- (a) Die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ooreenkomstig subklousule (2) vasgestel is waarop sodanige vrystelling verleen word; en
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle uitgereikte sertifikate in volgorde nommer;
 - (b) 'n kopie van elke uitgereikte sertifikaat behou; en
 - (c) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

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

20. FONDSE VAN DIE RAAD

Die fondse van die Raad wat by die Raad berus en deur hom geadmi- streer moet word, word op ondergemelde wyse verkry:

(1) Elke werkgewer moet op die betaaldag van elke week en met ingang van die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, 10c aftrek van die loon van elkeen van sy werknemers vir wie minimum loon in hierdie Ooreenkoms voorgeskryf word, maar op die eerste betaaldag in Februarie, Mei, Augustus en November van elke jaar moet 9c afgetrek word: Met dien verstande dat geen bedrag afgetrek mag word van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word nie.

(2) Die werkgewer moet die totale bedrae aldus afgetrek, tesame met 'n bedrag wat daaraan gelyk is en wat hy moet bydra, saam met 'n staat in die vorm van Aanhangsel B, binne sewe dae na die einde van die week waarin die bedrae afgetrek moet word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

(3) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die sewende dag na die vervaldatum waarop dit betaalbaar is deur die Raad ontvang word nie, moet die werknemer weekliks rente op sodanige bedrag betaal of op sodanige kleiner bedrag as wat nog nie betaal is nie, bereken teen die heersende primakoers vir oortrokke rekenings, plus 2 persent per jaar, gedeel deur 52 of gedeelte daarvan, vanaf sodanige sewende dag tot die dag waarop betaling in kontant werklik deur die Raad ontvang word: Met dien verstande dat die Raad betaling van sodanige rente of gedeelte daarvan na goeddunke kan kwytsteld.

21. MEDIESE BYSTANDSVERENIGING

(1) Hierby word 'n mediese bystandvereniging voortgesit wat bekend staan as die Mediese Bystandvereniging van die Kleriasienywerheid (Transvaal), in hierdie klousule die "Vereniging" genoem.

(2) Every employer shall on the pay-day of each week and from the first pay-day after this Agreement comes into operation, deduct from the wages of each of his employees for whom minimum wages are prescribed in this Agreement, other than employees referred to in subclause (8) (a) (iii), an amount of 52c:

Provided that no deduction shall be made from the wages of any employee who has worked less than 20 hours in the week in which the deductions fall due. The employer shall forward the amounts so deducted, together with an amount added by the employer equal to 36c in the case of an employee from whose wages 52c have been deducted, within seven days from the end of the week in which the deductions fall due to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, together with a statement in the form of Annexure B to this Agreement.

(3) The funds of the Society shall, subject to the provisions of this clause, be applied to provide members of the Society with medical treatment and medicines in case of illness and shall be administered by a Management Committee appointed by the Council and consisting of five representatives of the employers' organisation and five representatives of the trade unions in accordance with the constitution of the Society.

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

(5) A copy of the constitution, rules and lists of benefits and amendments thereof shall be lodged with the Director-General of Manpower, Pretoria.

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

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

(8) (a) The following persons shall be eligible for membership of the Society:

(i) All employees covered by the provisions of this Agreement, except employees commencing employment for the first time after the age of 60 years;

(ii) employees of the Council, the Transvaal Clothing Manufacturers' Association, the Garment Workers' Union of South Africa and the National Union of Clothing Workers (S.A.), provided the employer of such employees deducts the amount prescribed in subclause (2) of this clause from such employee's wage and forward the total amounts so deducted, together with an equal amount, to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days of the end of the month in which the deductions fall due; and

(iii) continuation members, which, for the purposes of this clause, shall mean members who apply for continued membership of the Society within 30 days of ceasing membership of the Society and/or employment in the Industrial Council for the Clothing Industry (Transvaal) and/or the Garment Workers' Union of South Africa, the National Union of Clothing Workers (S.A.) and/or the Transvaal Clothing Manufacturers' Association and who have completed 10 years of membership with the Society and who pay a subscription of R1 per month in advance: Provided that continuation members shall be entitled to all the benefits prescribed in this clause and the Constitution or Rules of the Society: Provided further that such benefits are obtained only through the Society's appointed medical officers.

(a)bis Notwithstanding the provisions of paragraph (a), no person who is the dependant of a member of a medical scheme in terms of the provisions of the Medical Schemes Act (Act 72 of 1967) shall be eligible for membership.

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

(c) On payment of R36 per annum, employers in the Clothing Industry (Transvaal) may become members of the Society.

(d) Membership of the Society shall cease—

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

(2) Elke werkgewer moet op die betaaldag van elke week en met ingang van die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, 'n bedrag van 52c aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskrif word, uitgesonderd werknemers in subklousule (8) (a) (iii) bedoel:

Met dien verstande dat geen bedrag afgetrek moet word van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bydraes afgetrek moet word nie. Die werkgewer moet die bedrae wat aldus afgetrek is, tesame met 'n bedrag deur die werkgewer bygevoeg wat gelyk is aan 36c in die geval van 'n werknemer van wie se loon 52c afgetrek is, binne sewe dae na die einde van die week waarin die bedrae afgetrek moes word, tesame met 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

(3) Behoudens hierdie klousule, moet die fondse van die Vereniging aangewend word vir geneeskundige behandeling en medisyne vir lede van die Vereniging ingeval van siekte, en moet die fondse ooreenkomstig die konstitusie van die Vereniging geadministreer word deur 'n Bestuurskomitee wat deur die Raad aangestel is en wat uit vyf verteenwoordigers van die werkgewersorganisasie en vyf verteenwoordigers van die vakverenigings bestaan.

(4) Behoudens die goedkeuring van die Raad, kan die Bestuurskomitee die konstitusie van die Vereniging te eniger tyd wysig. As daar te eniger tyd 'n geskil ontstaan oor die bepalings van die konstitusie of die administrasie van die Vereniging of 'n ander saak waarvoor daar 'n staking van stemme in die Bestuurskomitee is, moet die saak na die Nywerheidsraad verwys word, en ingeval die Raad nie tot 'n vergelyk kan kom nie, moet dié geskil na 'n arbiter verwys word oor wie hulle saamgestem het, of by ontstentenis van so 'n ooreenstemming, na 'n arbiter deur die Nywerheids-registrateur aangestel. Die arbiter se beslissing is finaal.

(5) 'n Eksemplaar van die konstitusie, reëls en lyste van bystand en wysigings daarvan moet by die kantoor van die Direkteur-generaal van Mannekrag, Pretoria, ingedien word.

(6) 'n Eksemplaar van die konstitusie, reëls en lyste van bystand en wysigings daarvan moet op die kantoor van die Vereniging gedurende gewone kantoorure vir alle geregistreerde werkgewers of werknemers in die Nywerheid ter insae beskikbaar wees.

(7) 'n Openbare rekenmeester of rekenmeesters, deur die Nywerheidsraad aangestel, moet die rekenings van die Vereniging jaarliks vir die tydperk eindigende 31 Desember elke jaar outiteer. Die geoutiteerde staat en balansstaat moet daarna op die kantoor van die Nywerheidsraad ter insae lê en kopieë daarvan moet aan die Direkteur-generaal van Mannekrag, Pretoria, die Transvaal Clothing Manufacturers' Association, die Garment Workers' Union of South Africa en die National Union of Clothing Workers (S.A.) gestuur word.

(8) (a) Die volgende persone kom in aanmerking vir lidmaatskap van die Vereniging:

(i) Alle werknemers deur hierdie Ooreenkoms gedek, behalwe werknemers wat vir die eerste keer diens aanvaar ná die ouderdom van 60 jaar;

(ii) werknemers van die Raad, die Transvaal Clothing Manufacturers' Association, die Garment Workers' Union of South Africa en die National Union of Clothing Workers (S.A.), op voorwaarde dat die werkgewer van sodanige werknemers die bedrag in subklousule (2) van hierdie klousule voorgeskrif van die werknemer se loon aftrek en die totale bedrae aldus afgetrek, tesame met 'n gelyke bedrag, binne sewe dae na die einde van die maand waarin die afrekkings gedoen moes word aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur; en

(iii) voortsettingslede wat, by die toepassing van hierdie klousule, beteken lede wat aansoek om voortgesette lidmaatskap van die Vereniging doen binne 30 dae nadat hul lidmaatskap van die Vereniging vervel het en/of hul diens geëindig het by die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) en/of die Garment Workers' Union of South Africa, die National Union of Clothing Workers (S.A.) en/of die Transvaal Clothing Manufacturers' Association, en wat 10 jaar lidmaatskap van die Vereniging voltooi het en ledigheid van R1 per maand vooruit betaal: Met dien verstande dat voortsettingslede geregtig is op al die bystand wat in hierdie klousule en die konstitusie of reëls van die Vereniging voorgeskrif word: Voorts met dien verstande dat sodanige bystand slegs verkry word deur bemiddeling van die Vereniging se aangestelde mediese beamptes.

(a)bis Ondanks paragraaf (a), kom iemand wat die afhanklike is van 'n lid van 'n mediese skema ooreenkomstig die Wet op Mediese Skemas (Wet 72 van 1967), nie vir lidmaatskap in aanmerking nie.

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

(c) By betaling van R36 per jaar, kan werkgewers in die Klerasiennywerheid (Transvaal) lede van die Vereniging word.

(d) Lidmaatskap van die Vereniging eindig—

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

- (ii) after a period of 13 weeks' continued unemployment;
- (iii) after a period of 26 weeks of continuous illness certified by one of the Society's medical officers;

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

(v) when a member becomes the dependant of a member of a medical scheme in terms of the provisions of the Medical Schemes Act (Act 72 of 1967).

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

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

(a) the services of a general practitioner appointed by the Management Committee;

(b) medicines prescribed by such general practitioner.

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

(a) The services of a general practitioner and dentist (hereinafter referred to as "medical officer") appointed by the Management Committee;

(b) consultations with such specialists as are appointed by the Management Committee;

(c) medicines prescribed by the medical officers or specialists of the Society;

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

(11) Members of the Society from whose wages deductions have been made regularly for a period of three years (144 deductions) shall, in addition to the benefits mentioned in subclauses (9) and (10) of this clause, be entitled to the following:

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

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

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

(13) 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 34 (2) of the Act, the Management Committee shall continue to administer the Society 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 Society impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. If there is no Council in existence, the Society shall, upon the expiration of this Agreement, be liquidated by the Committee or the trustees, as the case may be, in the manner set forth in subclause (14) of this clause: Provided that if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the funds of the Society shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(14) Upon liquidation of the Society in terms of subclauses (12) and (13) of this clause, the moneys remaining to the credit of the Society after payment of all claims against the Society, including administration and liquidation expenses, shall be paid into the funds of the Council.

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

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

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

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

(v) wanneer 'n lid die afhanklike word van 'n lid van 'n mediese skema ooreenkomstig die Wet op Mediese Skemas (Wet 72 van 1967).

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

(9) Alle lede van wie se lone bedrae vir minder as 13 agtereenvolgende weke afgetrek is, is slegs geregtig op—

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

(b) medisyne deur sodanige algemene praktisyn voorgeskryf.

(10) Alle lede van wie se lone bedrae vir 13 of meer agtereenvolgende weke ingevolge subklousule (2) van hierdie klousule afgetrek is, is geregtig op die volgende bystand:

(a) Die dienste van 'n algemene praktisyn en tandarts (hierna "mediese beamptes" genoem) deur die Bestuurskomitee aangestel;

(b) konsultasies met spesialiste deur die Bestuurskomitee aangestel;

(c) medisyne voorgeskryf deur die mediese beamptes of spesialiste van die Vereniging;

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

(11) Lede van die Vereniging van wie se lone bedrae gereeld afgetrek is vir 'n tydperk van drie jaar (144 aftrekking) is, benewens die bystand in subklousules (9) en (10) van hierdie klousule genoem, op die volgende geregtig:

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

(b) vry hospitalisasie vir sodanige operasies en behandeling in verpleeg-inrigtings of hospitale wat deur die Bestuurskomitee goedgekeur is.

(12) Ingeval hierdie Ooreenkoms deur verloop van tyd of om 'n ander rede verstryk, moet die Bestuurskomitee voortgaan om die Vereniging te administreer totdat dit of gelikwider is of deur die Raad na 'n ander fonds of fondse oorgedra is waarvan die oogmerke uitsluitlik die bevoordeling van werknemers van die Klerasiennywerheid (Transvaal) is: Met dien verstande dat indien geen nuwe ooreenkoms wat bepaal dat die Vereniging voortgesit word, binne een jaar ná die verstryking van hierdie Ooreenkoms aangegaan is nie of die Vereniging nie soos voornoem binne sodanige tydperk oorgedra word nie, die Vereniging gelikwider moet word op die wyse in subklousule (14) uiteengesit.

(13) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee voortgaan om die Vereniging te administreer, en diegene wat lede van die Komitee is op die datum waarop die Raad sy werksaamhede staak of hy ontbind word, word vir sodanige doeleindes as lede daarvan beskou: Met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Registrateur gevul kan word uit die geledere van werkgewers of werknemers in die Nywerheid, na gelang van die geval, om aldus 'n gelyke getal werkgewer- en werknemerverteenwoordigers en van plaasvervangers in die lidmaatskap van die Komitee te verseker. Ingeval sodanige Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt ontstaan wat die administrasie van die Vereniging na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer en sodanige trustee of trustees beskik oor al die bevoegdhede van die Komitee vir hierdie doel. As daar geen Raad bestaan nie, moet die Vereniging by verstryking van hierdie Ooreenkoms gelikwider word deur die Komitee of die trustees, na gelang van die geval, op die wyse uiteengesit in subklousule (14) van hierdie klousule: Met dien verstande dat as die sake van die Raad by sodanige verstryking reeds beredder en sy bates verdeel is, die saldo van die fondse van die Vereniging verdeel moet word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

(14) By likwidering van die Vereniging ingevolge subklousules (12) en (13) van hierdie klousule, moet die geld wat in die krediet van die Vereniging oorbly nadat al die eise teen die Vereniging, met inbegrip van administrasie- en likwidasielaste, betaal is, in die fondse van die Raad gestort word.

(15) Alle administrasie- en likwidasielaste kom ten laste van die fondse van die Vereniging.

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

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

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

(17) The Management Committee shall have the power to determine the amount of benefits to be granted to members and the conditions attached thereto and to vary such amounts and conditions: Provided that benefits shall be not less favourable than those provided for in this clause.

(18) All funds surplus to the requirements of the Society shall be invested in terms of the provisions of section 21 (3) of the Act.

(19) The funds of the Society shall consist of—

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

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

(c) any other moneys to which the Society may become entitled.

(20) Should any amount due in terms of this clause not be received by the Council by the seventh day after the due date in respect of which it is payable, the employer shall pay weekly interest on such amount or on such lesser amount as remains unpaid, calculated at the ruling prime overdraft rate plus 2% per annum divided by 52 or part thereof from such seventh day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

22. SLACK PAY FUND

(1) There is hereby continued a fund known as the Slack Pay Fund for the Clothing Industry (Transvaal), in this clause referred to as the "Fund", the administration of which shall be vested in the Industrial Council for the Clothing Industry (Transvaal), and the purpose of which shall be the payment of benefits to employees who lose earnings as a result of being put on short-time in terms of clause 6 of this Agreement. Benefits shall be paid at such rates and under such conditions as may be laid down in the rules adopted by the Council for the administration of the Fund. A copy of such rules and any amendments thereof shall be lodged with the Director-General of Manpower, Pretoria, within two weeks of the adoption thereof.

(2) The Fund shall consist of—

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

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

(c) any other moneys to which the Fund may become entitled.

(3) (a) Every employer shall, on the first pay-day of February, May, August and November of each year and from the first relevant pay-day after this Agreement comes into operation, deduct 1c from the wages of each of his employees for whom minimum wages are prescribed in this Agreement: Provided that no deductions shall be made from the wages of an employee who has worked for less than 20 hours in the week in which the deductions fall due.

(b) The employer shall forward the total amounts so deducted, together with an equal amount which shall be contributed by him, to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days of the end of the week in which the deductions fall due.

(4) All moneys received by the Fund shall be deposited in a banking account opened in the name of the Fund. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the Fund shall be by cheque signed by such persons as may from time to time be authorised by the Industrial Council. All moneys not required to meet current payments shall be invested in a building society or as provided for in section 21 (3) of the Act in the discretion of the Council, which may vary such investments as it may from time to time determine.

(5) The Council shall appoint a public accountant as auditor, whose remuneration shall be paid out of the Fund. The accounts shall be audited annually for the annual periods ending 31 December. The audited statement and balance sheet shall thereafter lie for inspection at the office of the

(16) (a) Niemand wat nie voorheen in die Nywerheid werksaam was nie of wat nie in die Nywerheid gewerk het gedurende die 12 maande onmiddellik voor die eerste dag diens nie, mag na die datum van inwerkingtrekking van hierdie Ooreenkoms deur 'n werkgever in diens geneem word nie, tensy 'n sertifikaat of voor indiensneming of binne twee weke na die datum van indiensneming verkry is wat aantoon dat sodanige persoon gedurende die vorige 12 maande aan 'n X-straalondersoek onderwerp en vry van tuberkulose in 'n aansteeklike vorm bevind is.

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

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

(17) Die Bestuurskomitee het die bevoegdheid om die bedrag aan bystand wat aan lede toegestaan moet word en die desbetreffende voorwaardes te bepaal en om sodanige bedrae en voorwaardes te wysig: Met dien verstande dat die bystand nie minder gunstig mag wees as dié wat in hierdie klousule bepaal word nie.

(18) Alle fondse wat meer is as wat die Vereniging nodig het, moet kragtens artikel 21 (3) van die Wet belê word.

(19) Die fondse van die Vereniging bestaan uit—

(a) die bydraes wat ooreenkomstig hierdie Ooreenkoms in die Vereniging gestort word;

(b) rente wat uit die belegging van geld van die Vereniging verkry word;

(c) alle ander fondse waarop die Vereniging geregtig word.

(20) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die sewende dag na die vervaldatum waarop dit betaalbaar is deur die Raad ontvang word nie, moet die werknemer weekliks rente op sodanige bedrag betaal of op sodanige kleiner bedrag as wat nog nie betaal is nie, bereken teen die heersende primakoers vir oortrokke rekenings, plus 2 persent per jaar, gedeel deur 52 of gedeelte daarvan, vanaf sodanige sewende dag tot die dag waarop betaling is kontant werklik deur die Raad ontvang word: Met dien verstande dat die Raad betaling van sodanige rente of gedeelte daarvan na goeddunke kan kwytsteld.

22. SLAPTEBESOLDIGINGSFONDS

(1) Hierby word 'n fonds voortgesit bekend as die Slaptebesoldigingsfonds van die Klerasiennywerheid (Transvaal), in hierdie klousule die "Fonds" genoem, waarvan die administrasie by die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) berus, en waarvan die doel is om bystand te betaal aan werknemers wat verdienste verloor omdat hulle ingevolge klousule (6) van hierdie Ooreenkoms op korttyd geplaas is. Bystand moet betaal word teen die skale en op sodanige voorwaardes as wat die reëls wat deur die Raad vir die administrasie van die Fonds aanvaar is, voorskryf. 'n Kopie van die reëls en wysigings daarvan moet binne twee weke na die aanvaarding daarvan by die Direkteur-generaal van Mannekrag, Pretoria, ingedien word.

(2) Die Fondse bestaan uit—

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

(b) rente wat uit die belegging van geld van die Fonds verkry word;

(c) alle ander geld waarop die Fonds geregtig word.

(3) (a) Elke werkgever moet op die eerste betaaldag van Februarie, Mei, Augustus en November van elke jaar en vanaf die eerste betrokke betaaldag na die inwerkingtrekking van hierdie Ooreenkoms, 1c aftrek van die loon van elk van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat geen bedrae afgetrek mag word van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word nie.

(b) Die werkgever moet die totale bedrae wat aldus afgetrek is, tesame met 'n gelyke bedrag wat deur hom bygedra moet word, binne sewe dae na die einde van die week waarin die bedrae afgetrek moet word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

(4) Alle geld wat deur die Fonds ontvang word, moet gestort word in 'n bankrekening wat op naam van die Fonds geopen is. 'n Amptelike kwitanisie moet uitgereik word vir alle geld wat deur die Fonds ontvang word en opvragings uit die Fonds moet geskied per tjek, geteken deur dié persone wat van tyd tot tyd deur die Nywerheidsraad daartoe gemagtig word. Alle geld wat nie nodig is om lopende uitgawes te dek nie, moet by 'n bouvereniging belê word of soos bepaal in artikel 21 (3) van die Wet, na goeddunke van die Raad wat sodanige beleggings kan wysig soos hy van tyd tot tyd bepaal.

(5) Die Raad moet 'n openbare rekenmeester as ouditeur aanstel en sy besoldiging moet uit die Fonds betaal word. Die rekenings moet jaarliks geouditeer word vir die jaarlikse tydperke wat op 31 Desember eindig. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die

Industrial Council and copies thereof shall be transmitted to the Director-General of Manpower, Pretoria, the Transvaal Clothing Manufacturers' Association, the Garment Workers' Union of South Africa and the National Union of Clothing Workers (S.A.).

(6) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it be either liquidated or transferred by the Council to any other fund or funds whose object shall be solely to benefit the employees of the Clothing Industry (Transvaal): Provided that if no new agreement providing for the continuation of the Fund is entered into within one year after the expiration of this Agreement or the Fund not being transferred as aforesaid within such period, the Fund shall be liquidated in the manner set out in subclause (8).

(7) 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 34 (2) of the Act, the Fund shall be administered by a committee consisting of five representatives appointed by the Transvaal Clothing Manufacturers' Association and five representatives appointed by the trade unions, which committee shall continue to administer the affairs of the Fund. 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 for such purpose. If there is no Council in existence, the Fund shall, upon the expiration of this Agreement, be liquidated by the committee or the trustees, as the case may be, in the manner set forth in subclause (8) of this clause: Provided that if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act, as if it formed part of the general funds of the Council.

(8) Upon liquidation of the Fund in terms of subclauses (6) and (7), the moneys remaining to the credit of the Fund, after payment of all claims against the Fund, including the administration and liquidation expenses, shall be paid into the funds of the Council.

(9) All administration and liquidation charges shall be charges against the Fund.

(10) Should any amount due in terms of this clause not be received by the Council by the seventh day after the due date in respect of which it is payable, the employer shall pay weekly interest on such amount or on such lesser amount as remains unpaid, calculated at the ruling prime overdraft rate plus 2 per cent per annum divided by 52 or part thereof from such seventh day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

23. EXTRACTS FROM WAGE REGISTERS

Every employer shall, in respect of each calendar month, forward a return in the form of Annexure C to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, showing, in respect of each employee, the Industrial Council number, clock number (if any), the weekly amounts deducted in accordance with the current published Provident Fund Agreement of the Council and the number of deductions made in respect of the funds of the Industrial Council, the Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), the Slack Pay Fund for the Clothing Industry (Transvaal) and the Training Fund for the Clothing Industry (Transvaal), the date of engagement (if the employee was engaged during the calendar month to which the return relates), the occupation, the date of termination (if the employee's services were terminated during the calendar month to which the form relates), and the weekly wage paid to each employee.

This form shall be submitted to the Council not later than the 10th day of the month following the calendar month to which the return relates.

24. EMPLOYMENT OF TRADE UNION LABOUR

(1) No employer shall employ any person who is not a member of the trade unions, and no member of the trade unions shall work for any employer who is not a member of the employers' organisation: Provided that any person who is or will be adversely affected by a refusal of membership may place his case before the Council, which may declare that, notwithstanding such refusal, the provisions of this clause shall not preclude him from employing members of the trade unions or being employed by members of the employers' organisation, as the case may be.

(2) This clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has, at any time after the first three months from the commencement of his employment in the Industry, refused an invitation from the trade union concerned to apply for membership thereof, the provisions of this clause shall immediately come into operation.

(3) This clause shall not apply—

(a) to the employment in the Industry of any employee who has been suspended or expelled from membership of his trade union, or who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of a trade union;

Nywerheidsraad ter insae lê en kopieë daarvan moet aan die Direkteur-generaal van Mannekrag, Pretoria, die Transvaal Clothing Manufacturers' Association, die Garment Workers' Union of South Africa en die National Union of Clothing Workers (S.A.) gestuur word.

(6) Ingeval hierdie Ooreenkoms deur verloop van tyd of om enige ander rede verstryk, moet die Raad voortgaan om die Fonds te administreer totdat dit of gelikwider is of deur die Raad na 'n ander fonds of fondse oorgedra is waarvan die oogmerk uitsluitlik is om die werknemers van die Klerasiennywerheid (Transvaal) te bevoordeel: Met dien verstande dat indien geen nuwe ooreenkoms wat bepaal dat die Fonds voortgesit word, binne een jaar ná verstryking van hierdie Ooreenkoms aangegaan is of die Fonds nie soos voornem binne sodanige tydperk oorgedra is nie, die Fonds gelikwider moet word op die wyse in subklousule (8) uiteengesit.

(7) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds geadmistreer word deur 'n komitee bestaande uit vyf verteenwoordigers van die Transvaal Clothing Manufacturers' Association en vyf verteenwoordigers van die vakverenigings, en hierdie komitee moet voortgaan om die sake van die Fonds te administreer. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee vir dié doel uit te voer. As daar geen Raad bestaan nie, moet die Fonds by verstryking van hierdie Ooreenkoms deur die komitee of die trustees na gelang van die geval, gelikwider word op die wyse in subklousule (8) uiteengesit: Met dien verstande dat indien die sake van die Raad by sodanige verstryking reeds berekder en sy bates verdeel is, die saldo van hierdie Fonds verdeel moet word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

(8) By likwidasie van die Fonds ingevolge subklousules (6) en (7), moet die geld wat in die krediet van die Fonds oorbly, na betaling van alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasielaste, in die Raad se fondse gestort word.

(9) Alle administrasie- en likwidasielaste kom ten laste van die Fonds.

(10) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die sewende dag na die vervaldatum waarop dit betaalbaar is deur die Raad ontvang word nie, moet die werknemer weekliks rente op sodanige bedrag betaal of op sodanige kleiner bedrag as wat nog nie betaal is nie, bereken teen die heersende primakoers vir oortrokke rekenings, plus 2 persent per jaar, gedeel deur 52 of gedeelte daarvan, vanaf sodanige sewende dag tot die dag waarop betaling in kontant werklik deur die Raad ontvang word: Met dien verstande dat die Raad betaling van sodanige rente of gedeelte daarvan na goëddunke kan kwytsteld.

23. UITTREKSELS UIT LOONREGISTERS

Elke werkgewer moet ten opsigte van elke kalendermaand 'n opgawe in die vorm van Aanhangsel C aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur wat ten opsigte van elke werknemer die volgende aantoon: Die Nywerheidsraadnommer, die kloknommer (as daar een is), die weeklikse bedrae wat afgetrek is ooreenkomstig die geldende gepubliseerde Voorsorgfondsooreenkoms van die Raad en die getal bedrae wat afgetrek is ten opsigte van die Fondse van die Nywerheidsraad, die Mediese Bystandsvereniging van die Klerasiennywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Slap- tebesoldigingsfonds van die Klerasiennywerheid (Transvaal) en die Opleidingsfonds van die Klerasiennywerheid (Transvaal), die datum van indiensneming (as die werknemer in diens geneem is gedurende die kalendermaand waarop die opgawe betrekking het), die beroep, die datum van diensbeëindiging (as die werknemer se diens gedurende die kalendermaand waarop die vorm betrekking het, beëindig is), en die weekloon aan elke werknemer betaal.

Hierdie vorm moet voor of op die 10de dag van die maand wat volg op die kalendermaand waarop die opgawe betrekking het by die Raad ingedien word.

24. INDIENSNEMING VAN LEDE VAN DIE VAKVERENIGINGS

(1) Geen werknemer mag iemand in diens neem wat nie lid van die vakverenigings is nie en geen lid van die vakverenigings mag vir 'n werkgewer werk wat nie lid van die werkgewersorganisasie is nie: Met dien verstande dat iemand wat benadeel is of sal word omdat lidmaatskap aan hom geweier is, sy saak aan die Raad kan stel, wat kan verklaar dat, ondanks dié weiering, hierdie klousule hom nie mag verbied om lede van die vakverenigings in diens te neem of om deur lede van die werkgewersorganisasie in diens geneem te word nie, na gelang van die geval.

(2) Hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar ná die datum van sy binnekoms in die Republiek van Suid-Afrika nie: Met dien verstande dat as die immigrant te eniger tyd na die eerste drie maande vanaf die aanvang van sy diens in die Nywerheid geweier het om, op uitnodiging van die betrokke vakvereniging, lid daarvan te word, hierdie klousule onmiddellik van toepassing word.

(3) Hierdie klousule is nie van toepassing nie—

(a) op die indiensneming in die Nywerheid van 'n werknemer wat as lid van sy vakvereniging geskors of verban is, of wat, na die mening van die Minister, goeie gronde het om beswaar daarteen te hê om lid van 'n vakvereniging te word of te bly;

(b) in respect of an employee referred to in clause 4 (1) (j) (v) to (xi) and 4 (1) (k): Provided that an employer shall, on the written request of such an employee, deduct contributions to the funds of the trade union indicated by him.

25. ORGANISATION OF EMPLOYEES

(1) Every employer shall permit any person or persons authorised in writing by the trade unions and by the Council to enter his establishment from time to time during the meal interval for the purpose of—

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

(2) The authorised person or persons shall notify the employer or his representatives of his intention to visit the establishment.

26. AGENTS

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

27. EMPLOYMENT OF MINORS

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

28. EXHIBITION OF AGREEMENT

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

29. SICK PAY FUND

(1) There is hereby continued a sick pay fund known as the Sick Pay Fund for the Clothing Industry (Transvaal), in this clause referred to as the "Fund".

(2) (a) Every employer shall on the pay-day of each week deduct 20c from the wages of each of his employees for whom minimum wages are prescribed in this Agreement: Provided that no deduction shall be made from the wage of any employee who has worked less than 20 hours in the week in which the deductions fell due. The employer shall forward the amounts so deducted, together with an amount added by the employer equal to the aggregate of the deductions made, within seven days from the end of the week in which the deductions fall due, to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, together with a statement in the form of Annexure B to this Agreement.

(b) The amounts deducted in terms of paragraph (a), together with the equal amount added by the employer, shall be credited to the Sick Pay Fund.

(3) The money of the Fund shall, subject to the provisions of this clause, be applied to provide members of the Fund with sick pay in case of illness and shall be administered by the Management Committee of the Medical Benefit Society of the Clothing Industry (Transvaal), hereinafter referred to as the Management Committee, as appointed by the Council in terms of clause 21 (3) of this Agreement.

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

(5) A copy of the constitution, rules and lists of benefits and amendments thereof shall be lodged with the Director-General of Manpower, Pretoria.

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

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

(b) ten opsigte van 'n werknemer in klousule 4 (1) (j) (v) tot (xi) en 4 (1) (k) bedoel: Met dien verstande dat 'n werkgever, op die skriftelike versoek van dié werknemer, bydraes tot die fondse van die vakvereniging deur hom aangewys moet aftrek.

25. ORGANISASIE VAN WERKNEMERS

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

- (a) onderhoude met werknemers oor vakverenigingsake te voer;
- (b) nuwe lede in te skryf;
- (c) kennisgewings van die vakverenigings op te plak en uit te deel;
- (d) lede se bydraes tot die vakverenigings in te vorder.

(2) Die gemagtigde persoon of persone moet die werkgever of sy verteenwoordigers kennis gee van sy voorneme om die bedryfsinrigting te besoek.

26. AGENTE

Die Raad moet een of meer bepaalde persone as agente aanstel om hom behulpsaam te wees met die toepassing van hierdie Ooreenkoms. Elke werkgever en werknemer is verplig om dié agente toe te laat om dié navrae te doen en dié persone te ondervra wat vir hierdie doel nodig is.

27. INDIENSNEMING VAN MINDERJARIGES

Niemand onder die ouderdom van 15 jaar mag in die Klerasiennywerheid in diens geneem word nie.

28. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale, in die vorm voorgeskryf in die regulasies ingevolge die Wet, op 'n plek wat maklik vir sy werknemers toeganklik is, in sy bedryfsinrigting vertoon.

29. SIEKEBESOLDIGINGSFONDS

(1) Hierby word 'n siekebesoldigingsfonds voortgesit wat bekend staan as die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), in hierdie klousule die "Fonds" genoem.

(2) (a) Elke werkgever moet op die betaaldag van elke week 20c aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat geen bedrag afgetrek mag word van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word nie. Die werkgever moet die bedrae aldus afgetrek, tesame met 'n bedrag wat daaraan gelyk is en wat hy moet bydra, saam met 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms binne sewe dae na die einde van die week waarin die bedrae afgetrek moes word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

(b) Die Siekebesoldigingsfonds moet gekrediteer word met die bedrae ingevolge paragraaf (a) afgetrek, tesame met die bedrag gelyk daaraan wat deur die werkgever bygevoeg is.

(3) Behoudens hierdie klousule, moet die geld van die Fonds aangewend word vir siekebesoldiging aan lede van die Fonds in geval van siekte, en moet dit geadministreer word deur die Bestuurskomitee van die Mediese Bystandsvereniging van die Klerasiennywerheid (Transvaal), hierna die Bestuurskomitee genoem, soos deur die Raad aangestel ingevolge klousule 21 (3) van hierdie Ooreenkoms.

(4) Behoudens die goedkeuring van die Raad, kan die Bestuurskomitee te eniger tyd die konstitusie van die Fonds wysig. As daar te eniger tyd 'n geskil ontstaan oor die bepalings van die konstitusie of die administrasie van die Fonds of 'n ander saak waarvoor daar 'n staking van stemme in die Bestuurskomitee is, moet die saak na die Nywerheidsraad verwys word, en ingeval die Raad nie tot 'n vergelyk kan kom nie, moet dié geskil na 'n arbiter verwys word oor wie hulle saamgestem het, of by ontstentenis van so 'n ooreenstemming, na 'n arbiter deur die Nywerheidsregistrateur aangestel. Die arbiter se beslissing is finaal.

(5) 'n Eksemplaar van die konstitusie, reëls en lysste van voordele en wysigings daarvan moet by die kantoor van die Direkteur-generaal van Mannekrag, Pretoria, ingedien word.

(6) 'n Eksemplaar van die konstitusie, reëls en lysste van bystand en wysiging daarvan moet gedurende gewone kantoorure op die kantoor van die Fonds vir alle geregistreerde werkgevers of werknemers in die Nywerheid ter insae beskikbaar wees.

(7) 'n Openbare rekenmeester of rekenmeesters, deur die Nywerheidsraad aangestel, moet die rekenings van die Fonds jaarliks vir die tydperk eindigende 31 Desember elke jaar ouditeer. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Nywerheidsraad ter insae lê en kopieë daarvan moet aan die Direkteur-generaal van Mannekrag, Pretoria, die Transvaal Clothing Manufacturers' Association, die Garment Workers' Union of South Africa en die National Union of Clothing Workers (S.A.) gestuur word.

(8) All employees from whose wages at least 13 consecutive weekly deductions have been made in terms of subclause (2) shall be entitled to sick pay from the Ordinary Sick Pay Account on the following conditions:

(a) Sick pay shall be paid for periods of absence from work of three days' or longer duration owing to illness: Provided that a certificate covering such period is produced from a medical officer or specialist of the Society, or in the case of employees who are not members of the Society, from a doctor or specialist who had attended to them during such illness;

(b) members shall be entitled to sick pay for not more than 12 weeks in any period of 12 months: Provided that in case of illness arising from pregnancy not more than eight weeks' sick pay shall be paid. The Management Committee may in its discretion authorise payment for an additional number of weeks not exceeding three in any one period;

(c) a member shall be paid an amount equal to 65 per cent of his weekly wage, divided by five, in respect of each day of absence owing to illness: Provided that where the amount so calculated exceeds R8, only R8, shall be paid in respect of each day of absence owing to illness.

(9) All moneys surplus to the requirements of the Fund shall be invested in terms of the provisions of section 21 (3) of the Act.

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

(b) For the purposes of subclause (8), a period of 12 months shall be reckoned from the first day of July to the last day of June in the following year.

(c) No sick pay shall be paid in terms of subclause (8) for any period for which holiday pay is payable and/or the period of three weeks calculated from the last day of work of an establishment closing for annual leave at the end of each year.

(11) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other fund or funds whose objects shall be solely to benefit the employees of the Clothing Industry (Transvaal).

(12) The provisions of clause 21 (13) and (14) of this Agreement shall *mutatis mutandis* apply to this clause.

(13) All administrative and liquidation charges shall be a charge against the Fund.

(14) The Management Committee shall have the power to determine the amount of sick pay to be granted to members and the conditions attached thereto and to vary such conditions: Provided that the amount of sick pay paid to any employee shall not be less favourable than that prescribed in this clause.

(15) The Fund shall consist of—

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

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

(c) any other moneys to which the Fund may become entitled.

(16) Should any amount due in terms of this clause not be received by the Council by the seventh day after the due date in respect of which it is payable, the employer shall pay weekly interest on such amount or on such lesser amount as remains unpaid, calculated at the ruling prime overdraft rate plus 2% per annum divided by 52 or part thereof from such seventh day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

30. OVERALLS

(1) An employer shall issue, within three months of the commencement of employment of an employee who commenced working in the period—

(a) 1 April to 30 September of each year, two new overalls and/or two protective garments of the required size, as may have been approved by the Council;

(b) 1 October to 30 March of each year, one new overall; and shall thereafter annually not later than 1 July issue two new overalls to each and every employee in his employment, other than employees referred to in paragraph (a), who have not completed three months of employment. An employee to whom such overalls have been issued in terms hereof shall be required to wear such overalls during all working hours, and shall be responsible for the good condition and laundering, away from the establishment where he is employed, of such overalls: Provided that an employer may launder his overalls and withdraw the right of an employee to take such overalls away from the establishment where he is employed: Provided further that nothing contained in this subclause shall be so construed as to reduce the obligations imposed on any employer in regard to protective clothing and appliances as laid down in the Factories, Machinery and Building Work Act, 1941, or the regulations published under that Act.

(8) Alle werknemers van wie se lone bedrae vir minstens 13 agtereenvolgende weke ingevolge subklousule (2) van hierdie klousule afgetrek is, is geregtig op siekebesoldiging uit die Gewone Siekebesoldigingsrekening, onderworpe aan die volgende voorwaardes:

(a) Siekebesoldiging moet betaal word vir tydperke van afwesigheid van werk van drie dae of langer weens siekte: Met dien verstande dat 'n sertifikaat wat sodanige tydperk dek van 'n mediese beampte of spesialis van die Vereniging ingedien word, of in die geval van werknemers wat nie lede van die Vereniging is nie, van 'n dokter of spesialis wat hulle gedurende so 'n siekte behandel het;

(b) lede is geregtig op siekebesoldiging vir hoogstens 12 weke in enige tydperk van 12 maande: Met dien verstande dat, in geval van siekte weens swangerskap, siekebesoldiging vir hoogstens agt weke betaal word. Die Bestuurskomitee kan na goeie dunnke besoldiging vir 'n bykomende getal weke van hoogstens drie in 'n bepaalde tydperk magtig;

(c) 'n lid moet vir elke dag wat hy weens siekte van die werk afwesig is 'n bedrag betaal word gelyk aan 65 persent van sy weekloon, gedeel deur vyf: Met dien verstande dat, indien die bedrag wat aldus bereken meer is as R8, die lid net R8 betaal moet word vir elke dag wat hy weens siekte van die werk afwesig is.

(9) Alle bedrae wat meer is as wat vir die behoeftes van die Fonds nodig is, moet ingevolge artikel 21 (3) van die Wet belê word.

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

(b) By die toepassing van subklousule (8), word 'n tydperk van 12 maande gereken met ingang van die eerste dag van Julie tot die laaste dag van Junie in die volgende jaar.

(c) Geen siekebesoldiging word ingevolge subklousule (8) betaal vir 'n tydperk waarvoor vakansiebesoldiging betaalbaar is en/of die tydperk van drie weke gereken met ingang van die laaste werkdag van 'n bedryfsinrigting wat vir die jaarlikse verlof aan die einde van die jaar sluit nie.

(11) Ingeval hierdie Ooreenkoms deur verloop van tyd verstryk of om 'n ander rede ophou om te bestaan, moet die Bestuurskomitee voortgaan om die Fonds te administreer totdat dit of gelikwider is of deur die Raad na 'n ander fonds of fondse oorgedra is waarvan die oogmerke uitsluitlik die bevoordeling van werknemers van die Klerasierywerheid (Transvaal) is.

(12) Klousule 21 (13) en (14) van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op hierdie klousule.

(13) Alle administrasie- en likwidasielaste kom ten laste van die Fonds.

(14) Die Bestuurskomitee het die bevoegdheid om die bedrag aan siekebesoldiging wat aan lede toegestaan moet word en die desbetreffende voorwaardes te bepaal en om sodanige voorwaardes te wysig: Met dien verstande dat die bedrag aan siekebesoldiging wat aan 'n werknemer betaal word, nie minder gunstig mag wees as dié wat in hierdie klousule bepaal word nie.

(15) Die Fonds bestaan uit—

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

(b) rente wat met die belegging van geld van die Fonds verkry word;

(c) alle ander geld waarop die Fonds geregtig word.

(16) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die sewende dag na die vervaldatum waarop dit betaalbaar is deur die Raad ontvang word nie, moet die werknemer weekliks rente op sodanige bedrag betaal of op sodanige kleiner bedrag as wat nog nie betaal is nie, bereken teen die heersende primakoers vir oortrokke rekenings, plus 2 persent per jaar, gedeel deur 52 of gedeelte daarvan, vanaf sodanige sewende dag tot die dag waarop betaling in kontant werklik deur die Raad ontvang word: Met dien verstande dat die Raad betaling van sodanige rente of gedeelte daarvan na goeie dunnke kan kwytsteld.

30. OORPAKKE

(1) 'n Werkgewer moet aan elkeen van sy werknemers binne drie maande nadat hy begin werk het gedurende die tydperk—

(a) 1 April tot 30 September van elke jaar, twee nuwe oorpakke en/of twee beskermende kledingstukke van die vereiste grootte, soos deur die Raad goedgekeur, uitreik;

(b) 1 Oktober tot 30 Maart van elke jaar, een nuwe oorpak uitreik;

en moet daarna jaarliks voor of op 1 Julie twee nuwe oorpakke uitreik aan elke werknemer in sy diens, uitgesonderd werknemers in paragraaf (a) bedoel wat nog nie drie maande diens voltooi het nie. 'n Werknemer aan wie sodanige oorpakke hierkragtens uitgereik is, moet sodanige oorpakke gedurende alle werkure dra, en is verantwoordelik vir die goeie toestand en die was en stryk daarvan weg van die bedryfsinrigting af waar hy werk: Met dien verstande dat 'n werkgewer self die oorpakke kan laat was en stryk en die reg aan 'n werknemer om sulke oorpakke weg te neem van die bedryfsinrigting af waar hy werk, kan intrek: Voorts met dien verstande dat niks in hierdie subklousule so uitgelê mag word dat dit die verpligtings verminder wat op 'n werkgewer gelê word met betrekking tot beskermende klere en toestelle soos bepaal in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of die regulasies ingevolge daardie Wet gepubliseer nie.

(2) Should an employer fail to provide his employee with an overall or overalls as prescribed in subclause (1) within 60 days of the due date of issue, such employer shall be liable to pay to his employee an amount equal to R1 per overall not issued in respect of each period of 30 days that has lapsed from the due date of issue of such overall or overalls.

(3) It shall be compulsory on any employee who has been issued with an overall or overalls in terms of subclause (1) of this clause to wear an overall whilst at work, and the employer shall have the right to warn any employee failing to wear an overall at work and to notify such employee, in writing, that he must appear at work wearing an overall on the working day following the day on which the notice was given. Should an employee fail to appear at work wearing an overall for five consecutive days, due notice in writing having been given to the employee, the employer shall have the right to issue such employee with an overall and deduct R4,50 from the wages of such defaulting employee. The deductions referred to in this clause shall be made from the due wages of the employee on the first pay-day following the failure to appear with an overall or first pay-day after the issue of the new overalls.

(4) All overalls or protective garments issued in terms of this clause shall remain the property of the employer and shall be returned by the employee to his employer at the termination of his service. The employer may collect from his employee the sum of R4,50 per overall or protective garment at the termination of his service in the event of the employee not having returned any overall or protective garment issued to him, which sum shall be recoverable by way of being set off out of any moneys due to such employee.

(5) For the purposes of this clause, the term "overall or overalls" shall include protective garments as may have been approved by the Council.

(6) Every employer shall not later than the seventh day of September of each year, submit to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, a return in the form of Annexure G to this Agreement.

31. STABILISATION INSURANCE FUND

(1) There is hereby continued a Stabilisation Insurance Fund, in this clause referred to as the "Fund", for the purpose of paying to—

(a) any employee for whom wages are prescribed in this Agreement, on cession to the Fund of any claim which such employee has against the insolvent estate of his employer in respect of any preferential claim in terms of the provisions of section 100 of the Insolvency Act, Act 24 of 1936, an amount equal to the amount of such claim;

(b) the Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), the Slack Pay Fund for the Clothing Industry (Transvaal), and/or the Provident Fund for the Clothing Industry (Transvaal) on cession to the Fund of any claim which the Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), the Slack Pay Fund for the Clothing Industry (Transvaal) and/or the Provident Fund for the Clothing Industry (Transvaal) may have against the insolvent estate of any employer in respect of preferential contributions owing in terms of the provisions of section 99 of the Insolvency Act, Act 24 of 1936, an amount equal to the amount of such claim.

(2) The Fund shall consist of—

- (a) contributions paid in terms of subclause (3);
- (b) interest earned on moneys invested;
- (c) moneys claimed and paid from insolvent estates; and
- (d) any other moneys falling to the credit of the Fund.

(3) Every employer in the Industry shall contribute an amount equal to 25c per employee per week, which amount shall be paid to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days after the end of the week in which the contributions fall due.

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

(5) (a) In the month of December of each year the Fund shall pay to—

(i) an employee who has ceded his claim to the Fund in terms of subclause (1) (a) an amount equal to such claim;

(ii) the Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), the Provident Fund for the Clothing Industry (Transvaal) and/or the Slack Pay Fund for the Clothing Industry (Transvaal), an amount equal to the amount of the claim ceded to the Fund in terms of subclause (1) (b).

(b) The total amount as paid out in terms of paragraph (a) above shall be debited *pro rata* to the amount entered on each ledger sheet of each employer.

(2) Indien 'n werkgewer in gebreke bly om sy werknemer binne 60 dae ná die vervaldatum van uitreiking te voorsien van 'n oorpak of oorpakke soos in subklousule (1) voorgeskryf, moet hy aan sy werknemer vir elke tydperk van 30 dae wat verstryk het vanaf die vervaldatum van uitreiking van sodanige oorpak of oorpakke 'n bedrag van R1 betaal vir elke oorpak wat nie uitgereik is nie.

(3) Elke werknemer aan wie 'n oorpak of oorpakke ingevolge subklousule (1) uitgereik is, is verplig om sodanige oorpak te dra terwyl hy werk, en die werkgewer het die reg om 'n werknemer wat versuim om 'n oorpak by die werk te dra, te waarsku en hom skriftelik in kennis te stel dat hy op die werkdag na die dag waarop die kennisgewing aan hom gerig is in 'n oorpak by die werk moet aankom. Indien 'n werknemer versuim om vyf agtereenvolgende dae in 'n oorpak by die werk aan te kom nadat die werkgewer hom behoorlik skriftelik kennis gegee het, kan die werkgewer 'n oorpak aan hom uitreik en R4,50 aftrek van die loon van sodanige werknemer wat nie sy verpligtings nakom nie. Die aftrekkings in hierdie klousule bedoel, moet gemaak word van die loon aan die werknemer verskuldig op die eerste betaaldag nadat hy versuim het om in 'n oorpak by die werk aan te kom of op die eerste betaaldag nadat die nuwe oorpak aan hom uitgereik is.

(4) Alle oorpakke of beskermende kledingstukke wat ingevolge hierdie klousule uitgereik word, bly die eiendom van die werkgewer en moet deur die werknemer aan sy werkgewer by beëindiging van sy diens terugbesorg word. Die werkgewer kan van sy werknemer die bedrag van R4,50 per oorpak of beskermende kledingstuk by sy diensbeëindiging invorder ingeval die werknemer nie 'n oorpak of beskermende kledingstuk wat aan hom uitgereik is, terugbesorg het nie, en die bedrag is, ondanks klousule 7 (2) van hierdie Ooreenkoms verhaalbaar deur dit af te trek van geld wat aan sodanige werknemer verskuldig is.

(5) Vir die toepassing van hierdie klousule omvat die uitdrukking "oorpak of oorpakke" beskermende kledingstukke soos deur die Raad goedgekeur.

(6) Elke werkgewer moet voor of op die sewende dag van September in elke jaar 'n opgaaf in die vorm van Aanhangsel G van hierdie Ooreenkoms aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

31. STABILISASIEVERSEKERINGSFONDS

(1) Hierby word 'n Stabilisasieversekeringsfonds voortgesit, in hierdie klousule die "Fonds" genoem, met die doel om—

(a) aan 'n werknemer vir wie 'n loon in hierdie Ooreenkoms voorgeskryf word, by sessie aan die Fonds van 'n eis wat sodanige werknemer teen die insolvente boedel van sy werkgewer het ten opsigte van 'n voorkeureis ingevolge artikel 100 van die Insolvensiewet, Wet 24 van 1936, 'n bedrag gelyk aan die bedrag van dié eis te betaal;

(b) aan die Mediese Bystandsvereniging van die Klerasiennywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Slaptebesoldigingsfonds van die Klerasiennywerheid (Transvaal) en/of die Voorsorgfonds van die Klerasiennywerheid (Transvaal), by sessie aan die Fonds van 'n eis wat die Mediese Bystandsvereniging van die Klerasiennywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Slaptebesoldigingsfonds van die Klerasiennywerheid (Transvaal) en/of die Voorsorgfonds van die Klerasiennywerheid (Transvaal) teen die insolvente boedel van 'n werkgewer mag hê ten opsigte van voorkeurbydraes verskuldig ingevolge artikel 99 van die Insolvensiewet, Wet 24 van 1936, 'n bedrag gelyk aan die bedrag van dié eis te betaal.

(2) Die Fonds bestaan uit—

- (a) bydraes betaal ingevolge subklousule (3);
- (b) rente gekweek op geld wat belê is;
- (c) geld van insolvente boedels geëis en betaal; en
- (d) enige ander bedrag wat aan die Fonds toeval.

(3) Elke werkgewer in die Nywerheid moet 'n bedrag gelyk aan 25c per werknemer per week bydra en dié bedrag binne sewe dae na die einde van die week waarin die bydraes verskuldig is, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

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

(5) (a) In Desember elke jaar moet die Fonds die volgende betaal:

(i) Aan 'n werknemer wat sy eis aan die Fonds ingevolge subklousule (1) (a) geseedeer het, 'n bedrag gelyk aan dié eis;

(ii) aan die Mediese Bystandsvereniging van die Klerasiennywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Voorsorgfonds van die Klerasiennywerheid (Transvaal) en die Slaptebesoldigingsfonds van die Klerasiennywerheid (Transvaal), 'n bedrag gelyk aan die bedrag van die eis wat ingevolge subklousule (1) (b) aan die Fonds geseedeer is.

(b) Die totale bedrag ingevolge paragraaf (a) hierbo uitbetaal, moet gedebiteer word *pro rata* teen die bedrag wat op elke grootboekvel van elke werkgewer ingeskryf is.

(6) Every employer shall submit to the Council in the month of February of each year a list of all employees in his employment on the first Friday of February of each year and if it is found that the amount standing to the credit of that employer as at the first day of January of that year, if divided by the number of employees listed, exceeds R20 per employee, such employer shall be refunded such excess amount and such excess amount refunded shall be debited against the employer's ledger sheet.

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

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

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

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

(10) (a) The administration of the Fund shall be vested in the Executive Committee of the Council.

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

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

(d) All moneys received by the Secretary of the Council shall within seven days after receipt be deposited in a savings bank account, named by the Executive Committee of the Council. Any application for withdrawal from the savings bank account shall be signed by such persons as may from time to time be authorised by the Executive Committee of the Council. All moneys required to meet the liabilities of the Fund shall be withdrawn from the savings bank account and shall be deposited in the No. 2 account of the Council and any liabilities of the Fund shall thereafter be paid by cheque drawn on the latter account.

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

(12) (a) In the event of the Council being dissolved during the currency of this Agreement or any extension thereof, notwithstanding anything to the contrary contained in this Agreement, contributions to the Fund shall cease as from the day following the date of such dissolution of the Council, and the Fund shall then be liquidated by a committee of four representatives appointed by the Transvaal Clothing Manufacturers' Association and

(6) Elke werkgever moet in Februarie elke jaar 'n lys van alle werknemers in sy diens op die eerste Vrydag van Februarie elke jaar aan die Raad voorlê en as daar bevind word dat die bedrag in die krediet van daardie werkgever op 1 Januarie daardie jaar, indien gedeel deur die getal werknemers op sy lys meer as R20 per werknemer is, moet dié oorbetalings aan die werkgever terugbetaal word en moet dié oorbetalings wat terugbetaal is, teen dié werkgever se grootboekrekening gedebiteer word.

(7) (a) Die totale bedrag betaal ten opsigte van 'n eis deur die Fonds gedurende 'n bepaalde kalenderjaar teen 'n insolvente boedel van 'n werkgever ingestel, moet in elke oorblywende werkgever se grootboekrekening gekrediteer word, *pro rata* volgens die bedrag in die krediet van elke oorblywende werkgever op 31 Desember van die kalenderjaar wat die jaar voorafgaan waarin sodanige bedrae betaal is.

(b) Wanneer eise teen dié insolvente boedel van 'n werkgever ingestel word ten opsigte van eise ingevolge subklousule (1) aan die Fonds gesedeer, moet die bedrag in die krediet van die werkgever van dié insolvente boedel afgetrek word van die bedrag van die eise wat ingevolge subklousule (1) aan die Fonds gesedeer is: Met dien verstande dat as dié bedrag meer is as die totale bedrag van die eise wat aan die Fonds gesedeer is, die saldo of gedeelte van die saldo in dié insolvente boedel van sodanige werkgever gestort moet word.

(8) Wanneer 'n werkgever werksaamhede as 'n klerefabrikant staak of by vrystelling ingevolge subklousule (9) verleen, is 'n werkgever geregtig op terugbetaling van die bedrag in sy krediet, min alle bedrae verskuldig as lone of vakansiebesoldiging aan enigeen van sy werknemers, die Mediese Bystandsvereniging van die Klerasiennywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Slaptebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Voorsorgfonds van die Klerasiennywerheid (Transvaal) of die Nywerheidsraad vir die Klerasiennywerheid (Transvaal).

(9) 'n Werkgever wat by wyse van 'n bankierswaarborg of ander waarborg wat vir die Raad aanvaarbaar is en wat in die geval van insolvensie van sy firma alle laste dek 'n waarborg aan sy werknemers gee ten opsigte van lone en vakansiebesoldiging van hoogstens R600 aan elke werknemer, die Mediese Bystandsvereniging van die Klerasiennywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Slaptebesoldigingsfonds van die Klerasiennywerheid (Transvaal) en die Voorsorgfonds van die Klerasiennywerheid (Transvaal), op voorwaarde dat sodanige waarborg nie laste hoeft te dek wat meer as 12 maande voor die finale likwidasië van sy firma aangegaan is nie, word van hierdie klousule vrystel, en in dié geval is hierdie klousule nie van toepassing nie ten opsigte van regte of voorregte verleen aan die werknemers van dié werkgever of ten opsigte van die Mediese Bystandsvereniging van die Klerasiennywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Slaptebesoldigingsfonds van die Klerasiennywerheid (Transvaal) of die Voorsorgfonds van die Klerasiennywerheid (Transvaal).

(10) (a) Die administrasie van die Fonds berus by die Uitvoerende Komitee van die Raad.

(b) Alle administrasiekoste kom ten laste van die Fonds en die Fonds moet in Januarie elke jaar aan die Raad administrasiegeld betaal wat gelykstaan met die bedrag aan rente gekweek op geld belê vanaf 1 Januarie tot 31 Desember elke jaar.

(c) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel, wie se besoldiging deur die Raad uit die administrasiegeld betaal moet word. Die rekenings moet jaarliks vir die jaarlikse tydperke geëindig 31 Desember geouditeer word. Die geouditeerde staat en balansstaat moet daarna ter insae op die kantoor van die Raad lê en eksemplare daarvan moet aan die Direkteur-generaal van Mannekrag, Pretoria, die Transvaal Clothing Manufacturers' Association, die Garment Workers' Union of South Africa en die National Union of Clothing Workers (S.A.) gestuur word.

(d) Alle geld deur die Sekretaris van die Raad ontvang, moet binne sewe dae na ontvangs gestort word in 'n spaarbankrekening deur die Uitvoerende Komitee van die Raad aangewys. Opvragings uit die spaarbankrekening moet deur dié persone geteken word wat van tyd tot tyd deur die Uitvoerende Komitee van die Raad daartoe gemagtig word. Alle geld wat nodig is om die verpligtinge van die Fonds na te kom, moet uit dié spaarbankrekening getrek en in rekening No. 2 van die Raad gestort word en alle verpligtinge van die Fonds moet daarna per tjek betaal word wat op laasgenoemde rekening getrek is.

(11) Ondanks andersluidende bepalinge in hierdie klousule, kan die Raad die Fonds soos gekonstitueer formeel ontbind, en alle geld, bates en laste oordra na 'n fonds wat behoorlik in die lewe geroep is vir wesenlik dieselfde doeleindes as dié waarvoor hierdie Fonds ingestel is. In die geval van sodanige besluit, moet alle bedrae in die krediet van 'n werkgever oorgeplaas word na die krediet van dié werkgever in die nuwe fonds en mag die regte van dié werkgever wat bestaan op die datum van sodanige oorplasing op generlei wyse ingekort word uit hoofde van sodanige oorplasing nie.

(12) (a) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, ingeval die Raad gedurende die geldigheidstermyn van hierdie Ooreenkoms of 'n verlenging daarvan ontbind word, moet bydraes tot die Fonds gestaak word met ingang van die dag wat volg op die datum van sodanige ontbinding van die Raad, en die Fonds moet dan gelikwedeer deur 'n komitee van vier verteenwoordigers aangestel deur die Transvaal Clothing

four representatives appointed by the trade unions. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon as a result of which the committee is unable to effect liquidation of the Fund, the Industrial Registrar may appoint a trustee or trustees to carry out the duties of the committee, who shall possess all the powers of the committee for such purpose. The assets of the Fund, after payment of all claims against the Fund, including the administration and liquidation expenses, shall be paid, *pro rata* to the amount standing to the credit of each employer as at the date on which the last contribution was paid by the employer, to the employers who had contributed to the Fund.

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

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

(14) Should any amount due in terms of this clause not be received by the Council by the seventh day after the due date in respect of which it is payable, the employer shall pay weekly interest on such amount or on such lesser amount as remains unpaid, calculated at the ruling prime overdraft rate plus 2 per cent per annum divided by 52 or part thereof from such seventh day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

32. HOLIDAY PAY FUND

(1) (a) There is hereby continued a holiday pay fund known as the Holiday Pay Fund for the Clothing Industry (Transvaal), hereinafter referred to as the "Fund".

(b) The Fund shall consist of—

- (i) contributions paid in terms of subclause (2) of this clause;
- (ii) interest earned on moneys invested; and
- (iii) any other moneys falling to the credit of the Fund.

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

(d) All moneys received by the Secretary of the Council shall within seven days after receipt be deposited in a savings bank account named by the Executive Committee of the Council. Any application for withdrawal from the savings bank account shall be signed by such persons as may from time to time be authorised by the Executive Committee of the Council. All moneys required to meet the liabilities of the Fund shall be withdrawn from the savings bank account and shall be deposited in No. 2 Account of the Council and any liabilities of the Fund shall thereafter be paid by cheque drawn on the latter account.

(2) Every employer shall within seven days from the date on which wages were paid to his employees submit to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, an amount equal to 8 per cent of the total amount of wages so paid to his employees, less any amount paid in terms of the provisions of clause 13 (2) during the preceding week, together with a statement in the form of Annexure B to this Agreement.

(3) All amounts paid in terms of subclause (2) shall be deposited in a banking account and a record shall be kept of the total amount received from each employer in the Industry.

(4) Every employer shall in the month of December and not later than five days prior to the closing of his factory for annual leave submit to the Council a list of all of his employees, together with the amount of holiday pay and payment for paid public holidays due to each employee, in terms of the provisions of clause 13 of this Agreement.

(5) Should the total amount submitted by an employer in terms of subclause (2) be less than the total amount of holiday pay due to all his employees, the list of employees referred to in subclause (4) shall be accompanied by such additional amount.

(6) Should the total amount submitted by an employer in terms of subclause (2) be in excess of the total amount of holiday pay due to all his employees, such excess amount shall be refunded to the employer concerned on the date on which the holiday pay is paid to his employees.

Manufacturers' Association en vier verteenwoordigers aangestel deur die vakverenigings. Ingeval dié komitee nie in staat is nie of onwillig is om sy pligte uit te voer of as 'n dooie punt ontstaan as gevolg waarvan die komitee nie in staat is om die likwidasië van die Fonds uit te voer nie, kan die Nywerheidsregistrator 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en dié komitee beskik vir dié doel oor al die bevoegdhede van die komitee. Die bates van die Fonds moet ná betaling van alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiëkoste, aan die werkgewers wat tot die Fonds bygedra het, betaal word *pro rata* volgens die bedrag in die krediet van elke werkgewer op die datum waarop die werkgewer laas 'n bydrae betaal het.

(b) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om enige ander rede ophou om te bestaan, moet die Uitvoerende Komitee voortgaan om die Fonds te administreer totdat dit of gelikwiede is of deur die Raad ingevolge subklousule (11) van hierdie klousule na 'n ander fonds oorgedra is: Met dien verstande dat as geen nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds, binne een jaar ná verstryking van hierdie Ooreenkoms aangegaan word nie of die Fonds nie soos voornoem binne sodanige tydperk oorgedra word nie, die Fonds deur die Raad gelikwiede moet word op die wyse in paragraaf (a) van hierdie subklousule en in subklousule (13) uiteengesit.

(13) Alle likwidasiëkoste kom ten laste van die Fonds en moet toegewys word *pro rata* teen die bedrag wat in die krediet van elke werkgewer staan op die datum waarop die werkgewer sy laaste bydrae betaal het.

(14) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die sewende dag na die vervaldatum waarop dit betaalbaar is deur die Raad ontvang word nie, moet die werknemer weekliks rente op sodanige bedrag betaal of op sodanige kleiner bedrag as wat nog nie betaal is nie, bereken teen die heersende primakoers vir oortrokke rekenings, plus 2 persent per jaar, gedeel deur 52 of gedeelte daarvan, vanaf sodanige sewende dag tot die dag waarop betaling in kontant werklik deur die Raad ontvang word: Met dien verstande dat die Raad betaling van sodanige rente of gedeelte daarvan na goëddunke kan kwytsteld.

32. VAKANSIEBESOLDIGINGSFONDS

(1) (a) Hierby word 'n vakansiebesoldigingsfonds ingestel wat bekend staan as die Vakansiebesoldigingsfonds van die Klerasiënywerheid (Transvaal), hierna die "Fonds" genoem.

(b) Die Fonds betaan uit—

- (i) bydraes betaal ingevolge subklousule (2) van hierdie klousule;
- (ii) rente gekweek op geld belê; en
- (iii) alle ander geld wat aan die Fonds toeval.

(c) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel wie se besoldiging deur die Raad uit die administrasiegeld betaal moet word. Die rekenings moet jaarliks vir die jaarlikse tydperke geëindig 31 Desember geouditeer word. Die geouditeerde staat en balansstaat moet daarna ter insae op die kantoor van die Raad lê en eksemplare daarvan moet aan die Direkteur-generaal van Mannekrag, Pretoria, die Transvaal Clothing Manufacturers' Association, die Garment Workers' Union of South Africa en die National Union of Clothing Workers (S.A.) gestuur word.

(d) Alle geld deur die Sekretaris van die Raad ontvang, moet binne sewe dae na ontvangs gestort word in 'n spaarbankrekening deur die uitvoerende Komitee van die Raad aangewys. Opvragings uit die spaarbankrekening moet deur dié persone geteken word wat van tyd tot tyd deur die Uitvoerende Komitee van die Raad daartoe gemagtig word. Alle geld wat nodig is om die verpligtinge van die Fonds na te kom, moet uit die spaarbankrekening getrek en in rekening No. 2 van die Raad gestort word en alle verpligtinge van die Fonds moet daarna per tjek betaal word wat op laasgenoemde rekening getrek is.

(2) Elke werkgewer moet binne sewe dae vanaf die datum waarop lone aan sy werknemers betaal is, aan die Sekretaris van die Nywerheidsraad, Posbus 5101, Johannesburg, 2000, 'n bedrag stuur gelyk aan 8 persent van die totale bedrag van die lone aan sy werknemers betaal, min die bedrag gedurende die voorafgaande week ingevolge klousule 13 (2) betaal, tesame met 'n opgawe in die vorm van Aanhangel B van hierdie Ooreenkoms.

(3) Alle bedrae wat ingevolge subklousule (2) betaal word, moet in 'n bankrekening gestort word en 'n register moet gehou word van die totale bedrag wat van elke werkgewer in die Nywerheid ontvang is.

(4) Elke werkgewer moet ingevolge klousule 13 van hierdie Ooreenkoms in die maand Desember en hoogstens vyf dae voor die sluiting van sy fabriek vir die jaarlikse verlof, aan die Raad 'n lys stuur van die name van al sy werknemers, tesame met die bedrag vakansiebesoldiging en die besoldiging vir openbare vakansiedae met besoldiging wat aan elke werknemer verskuldig is.

(5) Indien die totale bedrag wat deur die werkgewer ooreenkomstig subklousule (2) gestuur is minder is as die totale bedrag van die vakansiebesoldiging wat aan al sy werknemers verskuldig is, moet die lys van werknemers in subklousule (4) bedoel vergesel gaan van sodanige bykomende bedrag.

(6) Indien die totale bedrag wat deur die werkgewer ooreenkomstig subklousule (2) gestuur is meer is as die totale bedrag van die vakansiebesoldiging wat aan al sy werknemers verskuldig is, moet sodanige oorskot aan die betrokke werkgewer terugbetaal word op die datum waarop die werknemers hul vakansiebesoldiging ontvang.

(7) The provisions of this clause shall apply *mutatis mutandis* in the case of a factory closing down during the course of any year.

(8) Any moneys held in this Fund shall, in the case of the insolvency of any employer who has contributed to this Fund, be transferred to the Stabilisation Insurance Fund, as continued under the provisions of clause 31 of this Agreement, and such amount shall then be off-set against the claim made against any guarantor and/or insolvent estate, as the case may be.

(9) The Executive Committee shall be responsible for the management of this Fund and shall have the right to grant exemption from the provisions of this clause to any employer: Provided, however, that should such exemption be withdrawn at any time by the Council, the employer shall be liable to submit, within seven days from the date of withdrawal of such exemption, the total amount that would have been submitted for that year in terms of subclause (2) as if no exemption had been granted.

(10) The interest earned on moneys deposited in terms of subclause (3) shall be distributed as follows:

(a) 25 per cent shall be paid to the Council to cover administration costs;

(b) the balance shall be refunded to the employers *pro rata* to the total amounts received from each employer during the year ending 31 December of each year.

(11) An employer contributing all moneys as required in terms of subclauses (2) and (5) of this clause shall not be responsible for payment of the annual holiday leave pay and payment for paid public holidays falling within such leave period as prescribed in clause 13 (1), (2) and (4) of this Agreement.

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

(13) (a) In the event of the Council being dissolved during the currency of this Agreement or any extension thereof, notwithstanding anything to the contrary contained in this Agreement, contributions to the Fund shall cease as from the day following the date of such dissolution of the Council and the Fund shall then be liquidated by a committee of four representatives appointed by the Transvaal Clothing Manufacturers' Association and four representatives appointed by the trade unions. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon as a result of which the committee is unable to effect liquidation of the Fund, the Industrial Registrar may appoint a trustee or trustees to carry out the duties of the committee, who shall possess all the powers of the committee for such purpose. The assets of the Fund, after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid, *pro rata* to the amount standing to the credit of each employer as at the date on which the last contribution was paid by the employer, to the employers who had contributed to the Fund.

(b) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Executive Committee until it be either liquidated or transferred by the Council to another fund in terms of subclause (12): Provided that if no new Agreement providing for the continuation of the Fund is entered into within one year after the expiration of this Agreement or the Fund not being transferred as aforesaid within such period, the Fund shall be liquidated by the Council in the manner set forth in paragraph (a) of this subclause and in subclause (14).

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

(15) Should any amount due in terms of this clause not be received by the Council by the seventh day after the due date in respect of which it is payable, the employer shall pay weekly interest on such amount or on such lesser amount as remains unpaid, calculated at the ruling prime overdraft rate plus 2 per cent per annum divided by 52 or part thereof from such seventh day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

Signed at Johannesburg, on behalf of the parties, this 22nd day of April 1982.

M. FESTENSTEIN, Chairman.

A. SCHEEPERS, Vice-Chairman.

J. H. THOMAS, Secretary.

(7) Hierdie klousule is *mutatis mutandis* van toepassing op 'n fabriek wat gedurende die loop van 'n bepaalde jaar sluit.

(8) Alle geld in hierdie Fonds moet, in die geval van die insolvensie van 'n werkgever wat tot hierdie Fonds bygedra het, oorgedra word na die Stabilisasieversekeringsfonds, soos voortgesit ingevolge klousule 31 van hierdie Ooreenkoms, en sodanige bedrag moet dan afgetrek word van die eis ingestel teen 'n borg en/of insolvente boedel, na gelang van die geval.

(9) Die Uitvoerende Komitee is verantwoordelike vir die bestuur van hierdie Fonds en kan vrystelling van die bepalinge van hierdie klousule aan enige werkgever verleen: Met dien verstande egter dat indien dié vrystelling te eniger tyd deur die Raad ingetrek word, die werkgever binne sewe dae vanaf die datum van sodanige intrekking van dié vrystelling die totale bedrag wat vir daardie jaar ooreenkomstig subklousule (2) gestuur moes word, moet stuur asof geen vrystelling verleen was nie.

(10) Die rente gekweek op geld ingevolge subklousule (3) gedeponeer, moet soos volg verdeel word:

(a) 25 persent moet aan die Raad betaal word om administrasiekoste te dek;

(b) die res moet aan die werkgewers terugbetaal word *pro rata* volgens die totale bedrag wat van elke werkgever gedurende die jaar eindigende 31 Desember van elke jaar ontvang is.

(11) 'n Werkgever wat alle geld bydra soos ingevolge paragrawe (2) en (5) van hierdie klousule vereis, is nie verantwoordelik vir die betaling van die jaarlikse vakansieverlofsbesoldiging en betaling vir openbare vakansiedae met besoldiging wat binne sodanige verloftydperk val soos in klousule 13 (1), (2) en (4) van hierdie Ooreenkoms voorgeskryf nie.

(12) Ondanks andersluidende bepalinge in hierdie klousule, kan die Raad die Fonds soos gekonstitueer formeel ontbind, en alle geld, bates en laste oordra na 'n fonds wat behoorlik in die lewe geroep is vir wesenlik dieselfde doeleindes as dié waarvoor hierdie Fonds ingestel was. In die geval van sodanige besluit, moet alle bedrae in die krediet van 'n werkgever oorgeplaas word na die krediet van dié werkgever in die nuwe fonds en mag die regte van dié werkgever wat bestaan op die datum van sodanige oorpasing op generlei wyse uit hoofde van sodanige oorpasing ingekort word nie.

(13) (a) Ingeval die Raad gedurende die geldigheidstermyn van hierdie Ooreenkoms of 'n verlenging daarvan ontbind word, moet bydraes tot die Fonds ondanks andersluidende bepalinge in hierdie Ooreenkoms gestaak word met ingang van die dag wat volg op die datum van sodanige ontbinding van die Raad en die Fonds moet dan gelikwyder word deur 'n komitee van vier verteenwoordigers aangestel deur die Transvaal Clothing Manufacturers' Association en vier verteenwoordigers aangestel deur die vakverenigings. Ingeval dié komitee nie in staat is nie of onwillig is om sy pligte uit te voer of as 'n dooie punt ontstaan as gevolg waarvan die komitee nie in staat is om die likwidasië van die Fonds uit te voer nie, kan die Nywerheidsregistrator 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en dié komitee beskik vir dié doel oor al die bevoegdhede van die komitee. Die bates van die Fonds moet ná betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasië-koste, aan die werkgewers wat tot die Fonds bygedra het, betaal word *pro rata* volgens die bedrag in die krediet van elke werkgever op die datum waarop die werkgever laas 'n bydrae betaal het.

(b) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede ophou om te bestaan, moet die Uitvoerende Komitee voortgaan om die Fonds te administreer totdat dié gelikwyder is of deur die Raad ingevolge subklousule (12) na 'n ander fonds oorgedra is: Met dien verstande dat as geen nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds binne een jaar ná verstryking van hierdie Ooreenkoms aangegaan word nie of die Fonds nie soos voornoem binne sodanige tydperk oorgedra word nie, die Fonds deur die Raad gelikwyder moet word op die wyse in paragraaf (a) hiervan en in subklousule (14) uiteengesit.

(14) Alle likwidasië-koste kom ten laste van die Fonds en moet toegewys word *pro rata* teen die bedrag wat in die krediet van elke werkgever staan op die datum waarop die werkgever sy laaste bydrae betaal het.

(15) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die sewende dag na die vervaldatum waarop dié betaalbaar is deur die Raad ontvang word nie, moet die werknemer weekliks rente op sodanige bedrag betaal of op sodanige kleiner bedrag as wat nog nie betaal is nie, bereken teen die heersende primakoers vir oortrokke rekenings, plus 2 persent per jaar, gedeel deur 52 of gedeelte daarvan, vanaf sodanige sewende dag tot die dag waarop betaling in kontant werklik deur die Raad ontvang word: Met dien verstande dat die Raad betaling van sodanige rente of gedeelte daarvan na goeë dunks kan kwytsteld.

Namens die partye op hede die 22ste dag van April 1982 te Johannesburg onderteken.

M. FESTENSTEIN, Voorsitter.

A. SCHEEPERS, Ondervoorsitter.

J. H. THOMAS, Sekretaris.

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Garment Centre, cor. of Kerk and End Streets, Johannesburg, 2001

Phone 37-1250
P.O. Box 5101
Johannesburg, 2000

WEEKLY RETURN

[Form to be completed in terms of clauses 20 (2), 21 (2), 29 (2) and 32 (2) of the Main Agreement]

Name of factory

Address

Contribution for the week ending 19.....

SICK PAY FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)

	R	c	R	c
Number of deductions made during the week—				
from all employees for whom wages are prescribed in the Agreement (at 20c each)				
Employer's contribution: An amount equal to the amount above				
Add underpayment on previous return(s)				
Total contribution for the S.P.F.				

MEDICAL BENEFIT SOCIETY FOR THE CLOTHING INDUSTRY (TRANSVAAL)

	R	c	R	c
Number of deductions made during the week—				
from all employees (at 52c each)				
Employer's contribution: Number of deductions made from all employees under (b) above (at 36c each)				
Total contributions for the M.B.S.				

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

	R	c	R	c
Number of deductions made during the week—				
from all employees for whom wages are prescribed in the Agreement (at 10c each)				
Employer's contribution: An amount equal to the amount above				
Add underpayment on previous return(s)				
Total contribution for the I.C.C.I.				

PROVIDENT FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Employee's contribution, as per Annexure C				
Employer's contribution, as per Annexure C				
Add underpayment on previous return(s)				
Total contribution P.F.C.I. (Transvaal)				

STABILISATION INSURANCE FUND

	R	c	R	c
Number of employees				
Employer's contribution (at 25c each)				
Add underpayment on previous return(s)				
Total contribution for Stabilisation Insurance Fund				

CLOTHING INDUSTRY TRAINING BOARD

Employer's contribution (at 15c per employee per week)				
--	--	--	--	--

HOLIDAY PAY FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Employer's contribution at 8% of R, being the total weekly wage for the week ending				
---	--	--	--	--

Total contributions payable to all funds				
--	--	--	--	--

Deduct overpayment on previous return(s):

S.P.F.				
M.B.S.				
Council				
P.F.				
S.I.F.				
T.F.				

Total amount overpaid				
-----------------------------	--	--	--	--

Grand total				
-------------------	--	--	--	--

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

Garment Centre, hoek van Kerk- en Endstraat, Johannesburg, 2001

Telefoon 37-1250
Posbus 5101
Johannesburg, 2000

WEEKLIKSE OPGAWE

[Vorm wat ingevul moet word ingevolge klousules 20 (2), 21 (2), 29 (2) en 32 (2) van die Hooffooreenoms.]

Naam van fabriek				
Adres				
Bydraes vir die week eindigende.....				19.....
SIEKEBESOLDIGINGSFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)	R	c	R	c
Getal bydraes gedurende die week afgetrek—	Tarief			
van alle werknemers vir wie lone in hierdie Ooreenoms voorgeskryf is	(teen 20c elk)			
Werkgewer se bydrae: 'n Bedrag gelyk aan die bedrag hierbo.....				
Voeg by tekortbetaling op vorige opgawe(s)				
Totale bydrae vir S.B.F.				
MEDIESE BYSTANDSVERENIGING VAN DIE KLERASIENYWERHEID (TRANSVAAL)				
Getal bydraes gedurende die week afgetrek—	Tarief			
van alle werknemers	(teen 52c elk)			
Werkgewer se bydraes: Aantal aftrekkings van alle werknemers	(teen 36c elk)			
Totale bydrae vir M.B.V.				
NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)				
Getal bydraes gedurende die week afgetrek—	Tarief			
van alle werknemers vir wie lone in hierdie Ooreenoms voorgeskryf is	(teen 10c elk)			
Werkgewer se bydrae: 'n Bedrag gelyk aan die bedrag hierbo.....				
Voeg by tekortbetaling op vorige opgawe(s)				
Totale bydrae vir N.R.K.N.				
VOORSORGFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)				
Werknemers se bydraes, soos per Aanhangel C				
Werkgewer se bydrae, soos per Aanhangel C				
Voeg by tekortbetaling op vorige opgawe(s)				
Totale bydrae vir V.F.K.N. (Transvaal).....				
STABILISASIEVERSEKERINGSFONDS				
Getal werknemers	Tarief			
Werkgewer se bydrae.....	(teen 25c elk)			
Voeg by tekortbetaling op vorige opgawe(s)				
Totale bydrae vir Stabilisasieversekeringsfonds				
OPLEIDINGSRAAD VIR DIE KLERASIENYWERHEID				
Werkgewer se bydrae (teen 15c per werknemer per week).....				
VAKANSIEBESOLDIGINGSFONDS VIR DIE KLERASIENYWERHEID (TRANSVAAL)				
Werkgewer se bydrae teen 8% van R....., synde die totale weeklikse loon vir die week eindigende				
Totale bydraes betaalbaar aan alle fondse				
Trek af oorbetalings op vorige opgawe(s):				
S.B.F.				
M.B.V.				
Raad				
V.F.				
S.V.F.				
O.F.				
Totale bedrag oorbetaal				
Groot totaal				

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Garment Centre, cor. of Kerk and End Streets, P.O. Box 5101, Johannesburg, 2000. Phone 37-1250

(Form to be completed in terms of clause 23 of the Main Agreement)

THE PROVIDENT FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)

CONTRIBUTION LIST

Factory

Month.....

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

PROVIDENT FUND'S OFFICE USE ONLY

Members' contributions R.....

Employer's contributions..... R.....

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

Receipt No. R.

Date

[illegible]

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Garment Centre
Cor. of Kerk and End Streets
Johannesburg
2001

[Form to be completed in terms of clause 18 (4) of the Main Agreement]

Factory Date

Particulars relating to service cards enclosed

[illegible]

AANHANGSEL D

Garment Centre
Hoek van Kerk- en Endstraat
Johannesburg
2001

[Vorm wat ingevul moet word ingevolge klousule 18 (4) van die Hoofdoorenkoms.]

Fabriek Datum

Besonderhede met betrekking tot ingeslote dienskaarte

[illegible]

Hierdie vorm moet saam met die betrokke dienskaart of -kaarte binne drie dae na bevestiging van die indiensneming van elke nuwe werknemer ingestuur word.

ANNEXURE E
SLACK PAY FUND OF THE CLOTHING INDUSTRY (TRANSVAAL)
APPLICATION FOR BENEFITS
 [Form to be completed in terms of clause 6 (4) of the Main Agreement]

Phone 37-1250
 P.O. Box 5101
 Johannesburg
 2000

Garment Centre
 Cor. of Kerk and End Streets
 Johannesburg
 2001

Name of factory Address.....

The following.....employees have been placed on short-time in terms of clause 6 of the Agreement:
 (state number)

(Note.—Please give all required details in block capitals as this will expedite the payment of benefits and avoid unnecessary queries.)

.....
Date
 To be completed by the factory

.....
Signature of factory representative

Notes:

For office use only

- Employees receive benefits for every complete five days of short-time.
- This form must be completed in respect of not more than five days' short-time.
- Employees with less than 13 weeks' experience in the Clothing Industry are not entitled to benefits.

Sheet No.....
 Date received.....
 Date completed.....
 No. of employees.....
 No. of days.....
 Amount paid..... R.....

Clock card No.	Name of employee		Service card No.	Give the dates on which the employee will be on short-time					State present total weekly wage		Date of commencement	No. of days slack pay paid to date	Total amount of slack pay due		Remarks	Net amount due from the Slack Pay Fund		Calculated by	Cheked by	Cheque No.	I hereby certify that I was on short-time on the days stated and that I have not drawn sick pay in respect of those days	Date of payment	Paid by	
	Initials	Surname		1st day	2nd day	3rd day	4th day	5th day	R	c			R	c		R	c							
1.....																								
2.....																								
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AANHANGSEL E

Telefoon 37-1250
Posbus 5101
Johannesburg
2000

SLAPTEBESOLDIGINGSFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)

AANSOEKE OM BYSTAND

[Vorm wat ingevul moet word ingevolge klousule 6 (4) van die Hoofdooreenkoms.]

Garment Centre
Hoek van Kerk- en Endstraat
Johannesburg
2001

Naam van fabriek Adres

Die volgende werknemers werk korttyd ooreenkomstig klousule 6 van die Ooreenkoms:
(vermelde getal)

(Let wel.—Verstrek asb. al die vereiste besonderhede in blokletters aangesien dit die betaling van bystand sal bespoedig en onnodige navrae sal uitskakel.)

Datum

Moet deur fabriek ingevul word.

Opmerkings:

Werknemers ontvang bystand vir elke volledige vyf dae korttyd.

Hierdie vorm moet ten opsigte van hoogstens vyf dae korttyd ingevul word.

Werknemers met minder as 13 weke ondervinding in die Klerasienywerheid is nie op voordele geregtig nie.

Handtekening van fabrieksverteenvoordiger
Slegs vir kantoorgebruik

Vel No
Datum ontvang
Datum ingevul
Getal werknemers
Getal dae
Bedrag betaal R

Klok- kaart No.	Naam van werknemer		Diens- kaart No.	Vermeld datums waarop werk- nemer korttyd sal werk					Meld huidige weekloon (totaal)		Aanvangs- datum	Getal dae slaptebe- soldiging tot op datum betaal	Totale bedrag slaptebe- soldigings verskuldig		Op- merkings	Netto bedrag uit Slaptebe- soldigings- fonds ver- skuldig		Bereken deur	Nage- gaan deur	Tjek No.	Hierby sertifiseer ek dat ek op genoemde dae korttyd gewerk het en dat ek geen siektebesoldiging t.o.v. daardie dae getrek het nie	Datum van betaling	Betaal deur
	Voor- letters	Familienaam		1ste dag	2de dag	3de dag	4de dag	5de dag	R	c			R	c		R	c						
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ANNEXURE F
INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

P.O. Box 5101
 Johannesburg, 2000
 Telephone 37-1250

REGISTRATION OF A FACTORY

To: The Secretary
 Industrial Council for the Clothing Industry (Transvaal)
 Garment Centre
 148 Kerk Street
 Johannesburg

N.B.—This form must be completed in duplicate.

Sir,

In terms of section 12 of the Agreement for the Industry, I/we hereby apply for registration and submit the following particulars:

- (a) Full name and title of business
 (b) Business address
 (c) Postal address Telephone No.
 (d) If limited liability company, name of Secretary
 (e) Names of proprietor/partners/directors: Residential address(es) of proprietor/partners/directors:

Note.—If any particulars supplied under items (a) to (e) are changed, the Industrial Council must be notified.

- (f) Class of business (state whether Men's Clothing, Dressmaking, etc.)
 (g) State number of employees employed or to be employed
 (h) The signature of each proprietor, partner or director must appear here, indicating his confirmation of the position held:

Signature

*(State whether proprietor,
 partner or director)*

.....

AANHANGSEL F

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

Posbus 5101
 Johannesburg, 2000
 Telefoon 37-1250

REGISTRASIE VAN 'N FABRIEK

Aan: Die Sekretaris
 Nywerheidsraad vir die Klerasienywerheid (Transvaal)
 Garment Centre
 Kerkstraat 148
 Johannesburg

L.W.—Hierdie vorm moet in duplo ingevul word.

Meneer,

Ingevolge klousule 12 van die Ooreenkoms vir die Nywerheid doen ek/ons hierby aansoek om registrasie en lê ek/ons die volgende besonderhede voor:

- (a) Volle naam van besigheid
 (b) Besigheidsadres
 (c) Posadres Telefoonnommer
 (d) Indien 'n maatskappy met beperkte aanspreeklikheid, naam van Sekretaris
 (e) Name van eienaar, vennote/direkteurs: Woonadres(se) van eienaar/vennote/direkteurs:

Opmerking.—Indien besonderhede onder (a) tot (e) aangegee, verander word, moet die Nywerheidsraad daarvan in kennis gestel word.

- (f) Soort besigheid (Mansklerasie, Kleremakery, ens.)
 (g) Meld getal werknemers in diens of wat in diens geneem sal word
 (h) Die handtekening van elke eienaar, vennoot of direkteur moet hier verskyn ter bevestiging van die posisie wat hy beklee:

Handtekening

(Meld of eienaar, vennoot of direkteur)

.....

ANNEXURE G

Name of firm

Address

The Secretary
P.O. Box 5101
Johannesburg
2000

Dear Sir,

REPORT ON ANNUAL ISSUE OF OVERALLS

Two overalls were issued to all employees on

We confirm that the requirements of clause 30 (1) of the Agreement have been complied with for the period 1/7/19..... to 30/6/19.....

Signature of factory representative

AANHANGSEL G

Naam van firma

Adres

Die Sekretaris
Posbus 5101
JOHANNESBURG
2000

Meneer,

VERSLAG OOR JAARLIKSE UITREIKING VAN OORPAKKE

Twee oorpakke is op aan al die werknemers uitgereik.

Ons bevestig dat die vereistes van klousule 30 (1) van die Ooreenkoms nagekom is vir die tydperk 1/7/19..... tot 30/6/19.....

Handtekening van fabrieksvertegenwoordiger

No. R. 2132

8 October 1982

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL.—
PROVIDENT FUND AGREEMENTI, Stephanus Petrus Botha, Minister of Manpower,
hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1983, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(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), 2 (1) and 14, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1983, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

No. R. 2132

8 Oktober 1982

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, TRANSVAAL.—
VOORSORGFONDSOOREENKOMSEk, Stephanus Petrus Botha, Minister van Mannekrag,
verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1983 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 (1) en 14, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1983 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 1 van genoemde Ooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSSVAAL)****AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

and the

National Union of Clothing Workers (S.A.)

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the industrial Council for the Clothing Industry (Transvaal).

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Province of the Transvaal by all employers who are members of the employers' organisation and are engaged in the Clothing Industry, and by all the employees who are members of the trade unions and are employed in that Industry.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom minimum wages are prescribed in an Agreement of the Council published in terms of the Labour Relations Act, 1956 (hereinafter referred to as the Main Agreement).

2. PERIOD OF OPERATION

(1) This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 (1) of the Act, and shall remain in force until 31 December 1983 or for such period or periods as may be determined by him.

(2) Upon the expiration of this Agreement or any extension thereof and in the event of a subsequent agreement not being negotiated within a period of two years from the expiration of this Agreement or any extension thereof, the Fund shall be liquidated, as though the employees had left the Industry.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

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

"contributor" means any employee for whom minimum wages are prescribed in the Main Agreement, who has had not less than six months' experience and includes any person admitted to the Fund in terms of clause 6 (2) of this Agreement; but shall not include any employee in the Industry who due to his conditions of employment is a contributor to a pension fund or provident fund which has been registered by the Registrar of Pension Funds in terms of section 4 of Act 24 of 1956, and has been approved by the Director-General of Finance in terms of the provisions of the Income Tax Act, Act 58 of 1962, and the Industrial Council for the Clothing Industry (Transvaal);

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

"experience" means the total period or periods of employment of an employee in the Clothing Industry and/or Bespoke Tailoring Industry and/or private dressmaking in any capacity or capacities in respect of which wages are prescribed in clause 4 of the Main Agreement, and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time such service is terminated: Provided that, for the purpose of computing an employee's experience, employment for 16 weeks in any half-year shall be deemed to have been employment for the whole half-year: Provided further that a learner in his first half-year of employment, although having less than 16 weeks', but not more than 13 weeks' experience on the last day of a half-year shall be deemed to have been in employment for the whole half-year: Provided further that the trial period of an employee in terms of clause 14 (1) (e) of the Main Agreement shall be deemed to be experience only if the contract of service is confirmed: Provided further that any learner sewing machinist who has successfully completed the sewing machinist training course at the Clothing Industry Training Board shall be credited with six

BYLAE**NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSSVAAL)****OOREENKOMS**

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

en die

National Union of Clothing Workers (S.A.)

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Transvaal).

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die provinsie Transvaal nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die Klerasienywerheid uitoefen en deur alle werknemers wat lede van die vakverenigings is en in dié Nywerheid in diens is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone voorgeskryf is in 'n Ooreenkoms van die Raad gepubliseer ingevolge die Wet op Arbeidsverhoudinge, 1956 (hierna die Hofooreenkoms genoem).

2. GELDIGHEIDSDUUR

(1) Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister ingevolge artikel 48 (1) van die Wet bepaal, en bly van krag tot 31 Desember 1983 of vir dié tydperk of tydperke wat hy bepaal.

(2) By die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan, en ingeval 'n daaropvolgende ooreenkoms nie binne 'n tydperk van twee jaar na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan aangegaan is nie, moet die Fonds gelikwdeer word asof die werknemers uit die diens van die Nywerheid getree het.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebring is en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en tensy die teenoorgestelde bedoeling blyk omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Klerasienywerheid" of "Nywerheid" kleremakery, die maak van alle klasse bo- en onderklere, met inbegrip van nagklere en alle klasse mans- en seunshoede en -pette van tweed en linne, dassie, en die maak van alle klasse kledingstukke op bestelling van 'n staatsdepartement, provinsiale administrasie, die Suid-Afrikaanse Vervoerdienste of plaaslike owerhede, maar omvat nie kleremakery-op-maat en die vervaardiging van klere wat van pelssoorde en velle gemaak word nie;

"bydraer" 'n werknemer met minstens ses maande ondervinding vir wie 'n minimum loon in die Hofooreenkoms voorgeskryf word en omvat dit enigiemand wat ingevolge klousule 6 (2) van hierdie Ooreenkoms tot die Fonds toegelaat word, maar nie ook 'n werknemer in die Nywerheid wat weens sy diensvoorwaardes 'n bydraer is tot 'n pensioen- of voorsorgfonds geregistreer deur die Registrateur van Pensioenfondse ingevolge artikel 4 van Wet 24 van 1956, en goedgekeur is deur die Direkteur-generaal van Finansies ingevolge die Inkomstebelastingwet, Wet 58 van 1962, en die Nywerheidsraad vir die Klerasienywerheid (Transvaal);

"Raad" die Nywerheidsraad vir die Klerasienywerheid (Transvaal), geregistreer kragtens die Nijverheid Verzoenings Wet, 1924, en wat kragtens die Wet op Arbeidsverhoudinge, 1956, geag word geregistreer te wees;

"ondervinding" die totale tydperk of tydperke wat 'n werknemer in die Klerasienywerheid en/of die Kleremakery-op-maat-nywerheid en/of private kleremakery werkzaam was in 'n hoedanigheid of hoedanighede ten opsigte waarvan lone in klousule 4 van die Hofooreenkoms voorgeskryf word, en sodanige ondervinding word in elke dienskontrak geag aaneenlopend te wees vanaf die tyd waarop die werknemer by sy werkgever in diens tree tot die tyd waarop dié diens beëindig word: Met dien verstande dat wanneer 'n werknemer se ondervinding bereken word, 16 weke diens in 'n halfjaar geag word 'n hele halfjaar diens te wees: Voorts met dien verstande dat 'n leerling wat in sy eerste halfjaar diens minder as 16 weke maar meer as 13 weke ondervinding op die laaste dag van dié halfjaar gehad het, geag word die hele halfjaar in diens te gewees het: Voorts met dien verstande dat die proeftydperk van 'n werknemer ingevolge klousule 14 (1) (e) van die Hofooreenkoms geag word ondervinding te wees slegs indien die dienskontrak bekragtig word: Voorts met dien verstande dat 'n leerlingnaaimasjienwerker wat die opleidingskursus vir naaimasjienwerkers by die Opleidingsraad vir die Klerasienywerheid met welslae voltooi het by voorlegging van skriftelike bewys daarvan met ses maande ondervinding gekrediteer moet word en dat 'n leerlingpatroonmaker en/

months' experience, on production of written evidence thereof, and that a learner pattern maker and/or grader, who has successfully completed a two-year course of the Clothing Industry Training Board, shall be credited with 12 months' experience on production of written evidence thereof;

"Fund" means the Provident Fund for the Clothing Industry (Transvaal), established in the Agreement published under Government Notice 1172, dated 2 August 1957, and continued under this Agreement;

"Provident Fund for the Clothing Industry" means the Provident Fund established in 1951 by the Garment Workers' Union of South Africa and known as the Garment Workers' Union Provident Fund up to 20 October 1956;

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

"total weekly wage" means the amount payable in money to a contributor in respect of the ordinary hours of work;

"week" means a period of five working days;

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

4. CONTINUATION OF THE FUND

(1) There is hereby continued a provident fund known as the Provident Fund for the Clothing Industry (Transvaal) the purpose of which shall be the provision of benefits to contributors as provided in this Agreement.

(2) The Fund shall consist of—

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

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

(c) any moneys credited to individual contributors in terms of clause 12 of this Agreement;

(d) any other sums to which the Fund may become entitled or which may be donated to the Fund.

5. ADMINISTRATION OF THE FUND

(1) (a) The administration of the Fund shall be vested in an Administrative Committee, which Committee shall meet at least once in each quarter and shall consist of five employers' representatives and five employees' representatives appointed by the Industrial Council for the Clothing Industry (Transvaal). For each representative an alternate shall be appointed.

(b) The rules of the Fund as adopted by the Industrial Council for the Clothing Industry (Transvaal) may be amended at any time by the Administrative Committee subject to the approval of the Council and to the provisions of subclause (7).

(2) Three employers' representatives and three employees' representatives shall constitute a quorum and all matters shall be determined by a majority vote.

(3) All expenses of administration shall be a charge against the Fund.

(4) A copy of the rules and any amendments thereof shall be available for inspection by any employer or contributor, at the office of the Secretary, during ordinary office hours. A copy of such rules and any amendments thereof shall be furnished to the Director-General of Finance and the Director-General of Manpower, Pretoria.

(5) The Council shall appoint a public accountant or accountants whose remuneration shall be paid out of the Fund. The accounts shall be audited annually for the annual periods ending 31 December. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Director-General of Manpower, Pretoria, the Transvaal Clothing Manufacturers' Association, the Garment Workers' Union of South Africa, and the National Union of Clothing Workers (S.A.).

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

(7) Any moneys not required to meet current payments shall be invested by the Administrative Committee in accordance with the provisions of the rules relating to investment of funds as approved by the Council and the Industrial Registrar.

6. MEMBERSHIP

The membership of the Fund shall consist of—

(1) all employees for whom minimum wages are prescribed in the Main Agreement for the Clothing Industry (Transvaal);

(2) employees in the Industry or members of the staff of the Transvaal Clothing Manufacturers' Association, the trade unions or the Industrial Council for the Clothing Industry (Transvaal) who, with the consent of their employer, become contributors to this Fund.

of -patroongradeerder wat 'n tweejaaropleidingskursus van die Opleidingsraad vir die Klerasiennywerheid met welslae voltooi het, by voorlegging van skriftelike bewys daarvan met 12 maande ondervinding gekrediteer moet word;

"Fonds" die Voorsorgfonds van die Klerasiennywerheid (Transvaal), ingestel by die Ooreenkoms gepubliseer by Goewermmentskennisgewing 1172 van 2 Augustus 1957, en by hierdie Ooreenkoms voortgesit;

"Voorsorgfonds van die Klerasiennywerheid" die Voorsorgfonds in 1951 ingestel deur die Garment Workers' Union of South Africa en wat tot 20 Oktober 1956 as die Voorsorgfonds van die Garment Workers' Union bekendgestaan het;

"Sekretaris" die Sekretaris van die Raad, en omvat 'n amptenaar wat aangestel is om die Sekretaris hulp te verleen;

"totale weekloon" die bedrag wat in geld betaalbaar is aan die bydraer ten opsigte van die gewone werkure;

"week" 'n tydperk van vyf werkdag;

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

4. VOORTSETTING VAN DIE FONDS

(1) Hierby word 'n voorsorgfonds voortgesit wat bekend staan as die Voorsorgfonds van die Klerasiennywerheid (Transvaal), met die doel om bystand te verleen aan bydraers soos in hierdie Ooreenkoms bepaal.

(2) Die Fonds bestaan uit—

(a) bydraes wat ooreenkomstig hierdie Ooreenkoms in die Fonds inbetaal is;

(b) rente op die belegging van geld van die Fonds;

(c) geld wat aan individuele bydraers kragtens klousule 12 van hierdie Ooreenkoms gekrediteer word;

(d) enige ander bedrae waarop die Fonds geregtig word of wat aan die Fonds geskenk word.

5. ADMINISTRASIE VAN DIE FONDS

(1) (a) Die administrasie van die Fonds berus by 'n Administratiewe Komitee wat minstens een maal elke kwartaal moet vergader en wat moet bestaan uit vyf werkgewersverteenvoordigers en vyf werknemersverteenvoordigers aangestel deur die Nywerheidsraad vir die Klerasiennywerheid (Transvaal). Vir elke verteenwoordiger moet 'n plaasvervanger aangestel word.

(b) Die reëls van die Fonds soos aangeneem deur die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) kan, onderworpe aan die goedkeuring van die Raad en subklousule (7), te eniger tyd deur die Administratiewe Komitee gewysig word.

(2) Drie werkgewersverteenvoordigers en drie werknemersverteenvoordigers vorm 'n kworum en alle sake moet deur 'n meerderheid van stemme beslis word.

(3) Alle administrasiekoste word deur die Fonds gedra.

(4) 'n Kopie van die reëls en alle wysigings daarvan moet op die kantoor van die Sekretaris gedurende gewone kantoorure vir enige werkgewer of bydraer ter insae lê. 'n Kopie van sodanige reëls en alle wysigings daarvan moet aan die Direkteur-generaal van Finansies en die Direkteur-generaal van Mannekrag, Pretoria, verskaf word.

(5) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel, wie se besoldiging uit die Fonds betaal moet word. Die rekenings moet jaarliks geouditeer word vir die jaarlikse tydperke wat op 31 Desember eindig. Die geouditeerde staat en balansstaat moet daarna ter insae lê op die kantoor van die Nywerheidsraad en afskrifte daarvan moet gestuur word aan die Direkteur-generaal van Mannekrag, Pretoria, die Transvaal Clothing Manufacturers' Association, die Garment Workers' Union of South Africa en die National Union of Clothing Workers (S.A.).

(6) Alle geld wat die Fonds ontvang, moet in 'n bankrekening wat op naam van die Fonds geopen is, gestort word. 'n Amptelike kwitansie moet gegee word vir alle geld wat die Fonds ontvang en trekkings uit die Fonds moet per tjek wees en geteken deur persone wat van tyd tot tyd deur die Administratiewe Komitee daartoe gemagtig word.

(7) Alle geld wat nie nodig is om lopende betalings te dek nie, moet deur die Administratiewe Komitee belê word ooreenkomstig die reëls betreffende die belegging van fondse soos deur die Raad en die Nywerheids-registrateur goedgekeur.

6. LIDMAATSKAP

Lidmaatskap van die Fonds bestaan uit—

(1) alle werknemers vir wie minimum lone in die Hoofdooreenkoms vir die Klerasiennywerheid (Transvaal) voorgeskrif word;

(2) werknemers in die Nywerheid of lede van die personeel van die Transvaal Clothing Manufacturers' Association, die vakverenigings of die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) wat, met die toestemming van hul werkgewer, bydraers tot die Fonds word.

7. CONTRIBUTIONS

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

(a) Every contributor whose weekly wage is less than R32 shall have 70c deducted from his wages on each pay-day;

(b) every contributor whose weekly wage is R32,00 or more shall have 70c deducted from his wages on each pay-day, and for each R4 or part thereof, in excess of R32 a further 10c shall be deducted;

(c) to the aggregate amount deducted under paragraphs (a) and (b) every employer shall contribute an equal amount in respect of each employee.

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

(2) Should an employer fail to make the required deductions from the remuneration of his employee he shall not be entitled to recover the amount claimed from him from his employee.

(3) Should any amount due in terms of this clause not be received by the Council by the seventh day after the due date in respect of which it is payable, the employer shall pay weekly interest on such amount or on such lesser amount as remains unpaid, calculated at the ruling prime overdraft rate, plus 2 per cent per annum, divided by 52 or part thereof, from such seventh day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

8. BENEFITS

(1) (a) Benefits shall be provided to contributors as may be prescribed in the rules of the Fund.

(b) Contributors who have left the Industry may apply for a withdrawal of all accumulated benefits. Payment shall not be made to a contributor until such contributor has been out of the Industry for six months (except at the discretion of the Administrative Committee.)

Applications for benefits shall be made in writing, in the form prescribed in the rules of the Fund.

(2) Every contributor shall be required to nominate a beneficiary to whom, in the event of the death of the contributor, any benefits due to such contributor shall be paid. In the event of the Fund not being advised of such beneficiary, any benefits due at the time of a contributor's death shall be paid into the estate of such deceased contributor.

The nomination of a beneficiary shall be made in the form of Annexure A.

(3) When a contributor returns to the Industry before payment has been made on an application of withdrawal, the application shall automatically lapse and contributions forthwith be resumed.

(4) Any amount held to the credit of a contributor who has not been employed in the Industry for a continuous period of three years shall be disposed of as provided in the rules.

9. AMOUNTS OF BENEFITS

(1) The minimum benefits that shall be paid to a contributor on withdrawal shall be the total amount contributed by such contributor plus—

(a) if the total number of weekly contributions is 288 or more, but less than 366, 20 per cent of the amount contributed on his behalf by the employer;

(b) if the total number of his contributions is 336 or more, but is less than 384, 40 per cent of the amount contributed on his behalf of his employer;

(c) for each succeeding 48 weekly contributions an additional 20 per cent of the amount contributed on his behalf by his employer shall be added in respect of a contributor whose total number of weekly contributions is 384 or more, but is less than 480;

(d) where the total number of weekly contributions is 480 or more, 100 per cent of the amount contributed on his behalf by his employer;

or which, in the case of the death of the contributor, shall be paid to his beneficiary, shall be the total amount contributed by such contributor, plus 100 per cent of the amount contributed on his behalf by his employer.

(2) For the purpose of calculating the percentage of the employer's contributions due to contributors referred to in clause 12, "period of contribution" shall mean the total number of weeks with which such member is credited in that clause and such number of weeks shall be regarded as additional weekly contributions, but the percentage of the employer's contributions shall be calculated only on the weekly contributions actually paid after 31 December 1956.

7. BYDRAES

(1) Elke werkgewer moet op die betaaldag van elke week en met ingang van die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms die bedrae hieronder genoem, aftrek van die loon van elke bydraer in sy diens en die bedrae bydra ten opsigte van sodanige bydraes soos hieronder uiteengesit: Met dien verstande dat geen bedrag afgetrek mag word van die loon van 'n bydraer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word nie:

(a) Van die loon van elke bydraer wat minder as R32 per week verdien, moet daar op elke betaaldag 70c afgetrek word;

(b) van die loon van elke bydraer wat R32 of meer per week verdien, moet daar op elke betaaldag 70c afgetrek word en van elke R4 of gedeelte daarvan wat meer as R32 is, moet daar nog 10c afgetrek word;

(c) by die totale bedrag wat ooreenkomstig paragrawe (a) en (b) afgetrek is, moet elke werkgewer ten opsigte van elke werknemer 'n gelyke bedrag voeg.

Die werkgewer moet die totaal van die bedrae wat ingevolge paragrawe (a) en (b) afgetrek is, tesame met sy eie bydrae ingevolge paragraaf (c) van hierdie subklousule en 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms binne sewe dae na die datum waarop die bedrae afgetrek is, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur.

(2) Indien 'n werkgewer nalaat om die vereiste bedrae van sy werknemer se besoldiging af te trek, is hy nie geregtig om die bedrag wat van hom geëis word, op sy werknemer te verhaal nie.

(3) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die sewende dag na die vervaldatum waarop dit betaalbaar is deur die Raad ontvang word nie, moet die werknemer weekliks rente op sodanige bedrag betaal of op sodanige kleiner bedrag as wat nog nie betaal is nie, bereken teen die heersende primakoers vir oortrokke rekenings, plus 2 persent per jaar, gedeel deur 52 of gedeelte daarvan, vanaf sodanige sewende dag tot die dag waarop betaling in kontant werklik deur die Raad ontvang word: Met dien verstande dat die Raad betaling van sodanige rente of gedeelte daarvan na goëddunke kan kwytsteld.

8. BYSTAND

(1) (a) Bystand word aan bydraers verleen soos in die reëls van die Fonds voorgeskryf.

(b) Bydraers wat die Nywerheid verlaat het, kan aansoek doen om terugbetaling van al die opgelope bystand. Betaling aan 'n bydraer word nie gedoen voordat so 'n bydraer reeds ses maande uit die Nywerheid is nie (uitgesonderd na goëddunke van die Administratiewe Komitee).

Aansoeke om bystand moet skriftelik en in die vorm voorgeskryf in die reëls van die Fonds wees.

(2) Van elke bydraer word vereis om 'n bevooroordeelde te benoem aan wie, ingeval van die dood van die bydraer, alle bystand wat aan so 'n bydraer verskuldig is, betaal moet word. Ingeval die Fonds nie in kennis gestel is wie so 'n bevooroordeelde is nie, moet alle bystand wat ten tyde van die bydraer se dood verskuldig is, in die boedel van sodanige gestorwe bydraer gestort word.

Die benoeming van 'n bevooroordeelde moet in die vorm van Aanhangsel A gedoen word.

(3) Wanneer 'n bydraer na die Nywerheid terugkeer voordat betaling na 'n aansoek om terugbetaling gedoen is, vervel die aansoek outomaties en word bydraes onmiddellik weer hervat.

(4) Met enige bedrag in die krediet van 'n bydraer wat nie vir 'n ononderbroke tydperk van drie jaar in die Nywerheid in diens was nie, moet gehandel word soos in die reëls bepaal.

9. BEDRAG VAN BYSTAND

(1) Die minimum bystand wat aan 'n bydraer by terugbetaling betaal moet word is die totale bedrag deur sodanige bydraer bygedra, plus—

(a) indien die getal weeklikse bydraes altesaam 288 of meer maar minder as 336 is, 20 persent van die bedrag namens hom deur die werkgewer bygedra;

(b) indien die getal van sy bydraes altesaam 336 of meer maar minder as 384 is, 40 persent van die bedrag namens hom deur sy werkgewer bygedra;

(c) vir elke daaropvolgende 48 weeklikse bydraes, moet 'n bykomende 20 persent van die bedrag namens hom deur sy werkgewer bygedra, bygevoeg word ten opsigte van 'n bydraer wie se getal weeklikse bydraes altesaam 384 of meer maar minder as 480 is;

(d) indien die getal weeklikse bydraes altesaam 480 of meer is, 100 persent van die bedrag namens hom deur sy werkgewer bygedra;

of wat in die geval van die dood van die bydraer aan sy bevooroordeelde betaal sal word is die totale bedrag deur sodanige bydraer bygedra, plus 100 persent van die bedrag namens hom deur sy werkgewer bygedra.

(2) Ten einde die persentasie van die werkgewer se bydraes te bereken wat verskuldig is aan bydraers in klousule 12 bedoel, beteken "tydperk van bydraes" die totale getal weke waarmee sodanige lid in daardie klousule gekrediteer is, en sodanige getal weke word beskou as bykomende weeklikse bydraes, maar die persentasie van die werkgewer se bydraes moet slegs bereken word op die weeklikse bydraes wat werklik na 31 Desember 1956 betaal is.

(3) A member who re-enters the Industry after withdrawing contributions shall be deemed to be a new contributor.

(4) A member who has withdrawn his contribution under the provisions of any previous Agreement shall as from the coming into operation of this Agreement be regarded as a newcomer in the Industry.

10. PAYMENT OF INTEREST

In addition to the refund of a contributor's own contributions and the payment of such benefits as may have accrued to him, a contributor shall be entitled to interest, the rate of which shall be determined by the Administrative Committee but which shall be not less than the rate paid by the Post Office Open Savings Accounts: Provided that—

- (i) no interest shall be payable to a contributor before at least one full year has expired from the date of the first contribution;
- (ii) interest shall not be payable for any odd period of less than three months;
- (iii) interest shall be payable on completed amounts of R2 only;
- (iv) contributor shall only be paid interest on their own contributions;
- (v) the interest accruing to contributors shall be credited to the contributors' accounts and paid to them together with refund of contributions and any other benefits which may be due.

11. ADDITIONAL BENEFITS

(1) The Council may from time to time increase the benefits stated in this Agreement by declaration of a bonus in the light of improvement in the finances of the Fund through—

- (a) accrual of interest;
- (b) contributors leaving the Industry before qualifying for the full 100 per cent of the employers' contribution:

Provided that any such bonus shall be determined only after an investigation by a public accountant into the assets and liabilities of the Fund: Provided further that such bonus shall not be in excess of any amount recommended by such accountant. Such bonus shall be credited to the contributor's account, and shall be payable to such contributor at the same time and in addition to the benefits prescribed in clauses 8 and 9 of this Agreement.

(2) The Council may also use moneys arising out of subclause (1) (a) and (b) of this clause to augment benefits—

- (a) to contributors who are compelled to leave the Industry permanently on account of ill-health or incapacity; or
- (b) to deceased contributors by the payment of a death benefit to the estate, the beneficiary or beneficiaries, or any person defraying the funeral expenses of such deceased contributor.

12. SPECIAL PROVISIONS FOR CONTRIBUTORS OF THE PROVIDENT FUND FOR THE CLOTHING INDUSTRY WHO WERE CONTRIBUTORS PRIOR TO 31 DECEMBER 1956

In addition to any other benefits provided for in this Agreement, members who were contributors to the Provident Fund for the Clothing Industry prior to 31 December 1956, shall be entitled to the amounts credited to their individual accounts in terms of clause 12 of the Agreement published under Government Notice R. 1329 of 30 July 1971.

13. BENEFITS NOT TO BE CEDED OR ASSIGNED

Benefits shall not be—

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

14. AGENTS

The Council may 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 and employee to permit such agents to institute such enquiries and to interrogate such persons as may be necessary for this purpose.

15. TRANSFER OF FUND

Notwithstanding anything to the contrary herein contained, the Industrial Council for the Clothing Industry (Transvaal) may formally dissolve the Fund as constituted and transfer all funds, assets and liabilities to a society duly constituted for substantially the same purposes for which this Fund was created. In the event of such decision, all amounts standing to the personal credit of members of the Fund shall be transferred to their credit under the new society and the benefits due to members, as at the date of such transfer, shall in no way be diminished by virtue of such transfer.

(3) 'n Lid wat na die Nywerheid terugkeer nadat sy bydraes aan hom terugbetaal is, word geag 'n nuwe bydraer te wees.

(4) 'n Lid aan wie sy bydrae ooreenkomstig 'n vorige ooreenkoms terugbetaal is, moet met ingang van die inwerkingtreding van hierdie Ooreenkoms geag word 'n nuweling in die Nywerheid te wees.

10. BETALING VAN RENTE

Benewens die terugbetaling van 'n bydraer se eie bydraes en die betaling van sodanige bystand wat in sy guns opgeloo het, is 'n bydraer geregtig op rente waarvan die koers deur die Administratiewe Komitee bepaal word, maar wat minstens die koers moet wees wat deur die Poskantoor se Oop Spaarrekening betaal word: Met dien verstande dat—

- (i) geen rente aan 'n bydraer betaalbaar is nie voordat minstens een volle jaar verloop het na die datum van die eerste bydrae;
- (ii) rente nie betaalbaar is vir 'n los tydperk van minder as drie maande nie;
- (iii) rente slegs betaal word op volle bedrae van R2;
- (iv) bydraers rente op slegs hul eie bydraes ontvang;
- (v) die rente wat in bydraers se guns oploopt, aan bydraers se rekenings gekrediteer en aan hulle betaal word saam met die terugbetaling van bydraes en ander bystand wat verskuldig mag wees.

11. BYKOMENDE BYSTAND

(1) Die Raad kan van tyd tot tyd die bystand vermeerder wat in hierdie Ooreenkoms vermeld is, deur 'n bonus te verklaar, gelet op die verbetering van die geldelike toestand van die Fonds as gevolg van—

- (a) die oploop van rente;
- (b) bydraers wat die Nywerheid verlaat voordat hulle vir die volle 100 persent van die werkgewers se bydrae in aanmerking kom:

Met dien verstande dat sodanige bonus bepaal moet word slegs na 'n ondersoek deur 'n openbare rekenmeester i.s. die bates en laste van die Fonds: Voorts met dien verstande dat sodanige bonus nie meer mag wees as 'n bedrag wat deur so 'n rekenmeester aanbeveel is. So 'n bonus moet in die krediet van die bydraer se rekening geplaas word en is gelyktydig met en benewens die bystand wat by klousules 8 en 9 van hierdie Ooreenkoms voorgeskryf is aan sodanige bydraer betaalbaar.

(2) Die Raad kan ook geld wat verkry word op die wyse in subklousule (1) (a) en (b) van hierdie klousule vermeld, gebruik vir die vergroting van die bystand—

- (a) aan bydraers wat verplig is om die Nywerheid vir goed te verlaat weens swak gesondheid of ongeskiktheid; of
- (b) aan afgestorwe bydraers, deur die betaling van sterftebystand aan die boedel, die bevooroordeelde of bevooroordeelde van enigeen wat die begrafniskoste van sodanige afgestorwe bydraer betaal.

12. SPESIALE BEPALINGS VIR BYDRAERS TOT DIE VOORSORGFONDS VAN DIE KLERASIENYWERHEID WAT VOOR 31 DESEMBER 1956 BYDRAERS WAS

Benewens enige ander bystand waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word, is lede wat voor 31 Desember 1956 tot die Voorsorgfonds van die Klerasienywerheid bygedra het, geregtig op die bydrae wat tot hul individuele rekenings gekrediteer is ingevolge klousule 12 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1329 van 30 Julie 1971.

13. BYSTAND MAG NIE GESEDEER OF AFGESTAAN WORD NIE

Bystand mag—

- (a) op generlei wyse gesedeer, afgestaan, oorgeplaas of oorgemaak word nie, nóg in die algemeen, nóg as sekuriteit vir skuld of verpligting van die bydraer. Die Fonds is onder geen verpligting om sodanige bevooroordeelde, afstand, oorpasing of oormaking te erken of daarvolgens op te tree nie;
- (b) nie beslag op gelê word as gevolg van 'n hofbevel nie;
- (c) nie van skuld, aangegaan deur die persoon wat op sodanige bystand geregtig is, afgetrek word nie, behalwe in die geval van 'n lening aan 'n bydraer toegestaan uit sy leningsrekening en rente op sodanige lening verskuldig.

14 AGENTE

Die Raad kan een of meer persone as agente aanstel om hulp te verleen met die uitvoering van hierdie Ooreenkoms. Dit is die plig van elke werkgewer en werknemer om dié agente toe te laat om dié ondersoeke te doen en dié persone te ondervra wat vir hierdie doel nodig mag wees.

15 OORDRAG VAN DIE FONDS

Ondanks andersluidende bepalings hierin vervat, kan die Nywerheidsraad vir die Klerasienywerheid (Transvaal) die Fonds formeel ontbind soos bepaal en alle fondse, bates en laste oordra na 'n vereniging met hoofsaaklik dieselfde doelstellings as dié waarvoor die Fonds in die lewe geroep is. Indien daar so besluit word, moet alle bedrae in die persoonlike krediet van lede van die Fonds oorgeplaas word in hul krediet in die nuwe vereniging en die bystand verskuldig aan lede op die datum van oorpasing mag op generlei wyse deur sodanige oorpasing verminder word nie.

16. ONTBINDING VAN FONDS

Ingeval die Raad ontbind word gedurende die geldigheidstermyn van hierdie Ooreenkoms of 'n verlenging daarvan of voor die verstryking van die tydperk van twee jaar in klousule 2 (2) bedoel, moet bydraes tot die Fonds, ondanks andersluidende bepalings in hierdie Ooreenkoms, gestaak word met ingang van die datum wat volg op die datum van publikasie in die *Staatskoerant* van die kennisgewing van ontbinding van die Raad kragtens artikel 34 (2) van die Wet, en moet die Fonds *mutatis mutandis* gelikwdeer word op die wyse in klousule 2 (2) van hierdie Ooreenkoms voorgeskrif: Met dien verstande dat die pligte in verband met sodanige likwidasië verrig moet word deur dié liggaam of persone wat die Nywerheidsregistateur aanstel.

17. LIKWIDASIE

By likwidasie van die Fonds kragtens klousule 16, en die uitbetaling van geld wat aan lede kragtens daardie klousule verskuldig is, moet die geld wat in die krediet van die Fonds oorbly na uitbetaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiekoste, in die fondse van die Raad gestort word. Indien die sake van die Raad alreeds bereedder en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad uitmaak.

18. VRYWARING

Die lede van die Nywerheidsraad of die lede van die Administratiewe Komitee mag nie aanspreeklik gehou word vir 'n handeling wat tot 'n verlies vir die Fonds kan lei nie, waar sodanige handeling te goeder trou gedoen is.

Namens die partye op hede die 22ste dag van April 1982 in Johannesburg onderteken.

M. FESTENSTEIN, Voorsitter.

A. SCHEEPERS, Ondervoorsitter.

J. H. THOMAS, Sekretaris.

ANNEXURE A

PLEASE COMPLETE AND RETURN TO:

PROVIDENT FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Service Card No.

NOMINATION OF BENEFICIARY TO RECEIVE BENEFITS

1. I. Mr/Mrs/Miss (full name in block letters).....

residing at
hereby appoint as my beneficiary(ies):

[illegible]

in terms of clause 8 (2) of the Agreement and the rules of the Provident Fund to receive any benefit which may accrue from the said Fund by reason of my death, and I agree that no alteration in the nomination of the beneficiary(ies) shall be recognised by the Provident Fund unless notification thereof shall have been given by me in writing to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000.

2. I indemnify the Council as represented by the Administration Committee of the said Fund against any claim made by the representatives of my deceased estate or by any person whatsoever for payment of any benefits from the said Fund: Provided that payment is made to my beneficiary(ies) in terms hereof.
3. In the event of the aforesaid beneficiary or any of the beneficiaries predeceasing me, I authorise that payment be made to the representative of my estate, and the Provident Fund shall thereupon be discharged completely from liability to make payment of any such benefit to such beneficiary(ies) or any other person whatsoever.

Dated at..... this day of 19.....

.....
Signature of Contributor

AS WITNESS:

1. _____ 2. _____

AANHANGSEL A

VUL ASSEBLIEF IN EN STUUR TERUG AAN:

VOORSORGFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)

Dienskaartnommer.....

BENOEMING VAN BEVOORDEELDE OM BYSTAND TE ONTVANG

1. Ek, mnr./mev./mej. (volle naam in blokletters)

woonagtig te
stel hierby as my bevoordeelde(s) aan:

Volle naam en juiste verwantskap van bevoordeelde(s)	Gedeelte betaalbaar	Huidige adres(se) van bevoordeelde(s)
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		

om ingevolge klousule 8 (2) van die Ooreenkoms en die reëls van die Voorsorgfonds, bystand in ontvangs te neem wat uit genoemde Fonds as gevolg van my dood mag voortspruit, en ek is daarmee eens dat geen wysiging in die benoeming van die bevoordeelde(s) deur die Voorsorgfonds erken moet word nie, tensy ek die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, skriftelik daarvan kennis gegee het.

- Ek vrywaar die Raad, soos verteenwoordig deur die Administratiewe Komitee van genoemde Fonds, teen enige eis wat deur die verteenwoordiger van my bestorwe boedel of deur enige persoon hoegenaamd ingestel mag word vir die betaling uit genoemde Fonds van enige bystand: Met dien verstande dat die uitbetaling kragtens die bepalinge hiervan aan my bevoordeelde(s) gedoen word.
- Ingeval voormelde bevoordeelde of enigeen van die bevoordeeldes voor my te sterwe kom, verleen ek magtiging daarvoor dat uitbetaling aan 'n verteenwoordiger van my boedel gedoen word, en die Voorsorgfonds word daarna geheel en al onthef van die aanspreeklikheid om uitbetaling van enige sodanige bystand aan sodanige bevoordeelde(s) of enige persoon hoegenaamd te doen.

Gedateer te op hede dag van 19.....

.....
Handtekening van bydraer

AS GETUIES:

1. 2.

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Garment Centre, cor. of Kerk and End Streets, P.O. Box 5101, Johannesburg, 2000. Phone 37-1250

(Form to be completed in terms of clause 23 of the Main Agreement)

**THE PROVIDENT FUND FOR THE
CLOTHING INDUSTRY (TRANSVAAL)**

CONTRIBUTION LIST

Factory

Month.....

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

PROVIDENT FUND'S OFFICE USE ONLY

Members' contributions	R.....
Employer's contributions	R.....
Total	R.....
.....	
.....	
.....	
.....	
.....	
Receipt No.	R.....
Date	

[illegible]

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

Garment Centre, hoek van Kerk- en Endstraat, Posbus 5101, Johannesburg, 2000. Telefoon 37-1250

(Vorm wat ingevul moet word ingevolge klousule 23 van die Hoofdooreenoms)

VOORSORGFONDS VAN DIE
KLERASIENYWERHEID (TRANSVAAL)

BYDRAELYS

Fabriek

Maand

Nagegaan vir kwitering.....	.....
Kwitering.....	.....
Statistieke.....	.....
Nagaan van voorsorgeregister.....	.....
Byvoegings.....	.....
Weglatings.....	.....
Voorberei vir pos.....	.....
Pos.....	.....
Liassering.....	.....
Voor liassering, gaan eers na of	lys deur alle afdelings was

**SLEGS VIR GEBRUIK DEUR VOORSORGFONDS-
KANTOOR**

Lede se bydraes	R.....
Werkgewers se bydraes	R.....
Totaal	R.....

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

[illegible]

No. R. 2133

8 October 1982

LABOUR RELATIONS ACT, 1956
CLOTHING INDUSTRY, TRANSVAAL.—
OUTWORK AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1983, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2, 4, 5 and 6, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1983, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the said Agreement; and

(c) in terms of section 48 (7) of the said Act, declare that in the said Undertaking, Industry, Trade or Occupation in the said area, and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1983, the provisions of clauses 3, 4, 5 and 6 of the said Agreement shall be binding upon the principals and contractors as defined in clause 3 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(TRANSVAAL)
AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa
and the

National Union of Clothing Workers (S.A.)

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Clothing Industry (Transvaal).

1. SCOPE OF APPLICATION OF THE AGREEMENT

The terms of this Agreement shall be observed in the Province of the Transvaal by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry, and by all employees who are members of the trade unions and who are employed in that Industry.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower and shall remain in force until 31 December 1983 or such period or periods as may be determined by him.

3. DEFINITIONS

Any expressions in this Agreement which are defined in the Labour Relations Act, 1956, or in the Agreement of the Council published in terms of that Act, which prescribes wages for employees in the Industry (hereinafter referred to as the Main Agreement), shall have the same meaning as in that Act or that Agreement.

No. R. 2133

8 Oktober 1982

WET OP ARBEIDSVERHOUDINGE, 1956
KLERASIENYWERHEID, TRANSVAAL.—
BUTTEWERKOOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1983 eindig, bindend is vir die werkgewers-organisatie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 4, 5 en 6, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1983 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 1 van genoemde Ooreenkoms gespesifiseer.

(c) Kragtens artikel 48 (7) van genoemde Wet dat, in genoemde Onderneming, Nywerheid, Bedryf of Beroep in genoemde gebied, die bepalings van Klousules 3, 4, 5 en 6 van genoemde Ooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1983 eindig, bindend is vir die prinsipale en aannemers soos omskryf in klousule 3 van genoemde Ooreenkoms.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(TRANSVAAL)
OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, gelsuit deur en aangeaan tussen die

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa
en die

National Union of Clothing Workers (S.A.)

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die provinsie Transvaal nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en betrokke is by die Klerasienywerheid en deur alle werknemers wat lede van die vakverenigings is en in dié Nywerheid werksaam is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag bepaal, en bly van krag tot 31 Desember 1983 of vir dié tydperk of tydperke wat hy vasstel.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en omskryf word in die Wet op Arbeidsverhoudinge, 1956, of in die Ooreenkoms van die Raad gepubliseer ingevolge daardie Wet wat lone vir werknemers in die Nywerheid voorskryf (hierna die Hofooreenkoms genoem), het dieselfde betekenis as in daardie Wet of daardie Ooreenkoms.

Any reference to an Act shall include any amendments of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

“Act” means the Labour Relations Act, 1956;

“Clothing Industry” or “Industry” means dressmaking, the making of all classes of outer- and undergarments, including nightwear, and all classes of men's and boys' tweed and linen hats and caps, ties, and the making of all classes of garments to the order of any Government department or provincial administration, the South African Transport Services or local authorities, but excluding bespoke tailoring and the manufacture of wearing apparel made from furs or pelts;

“contractor” means any person, other than an employer in the Clothing Industry, who accepts work in connection with the making-up of a garment, in whole or in part on contract rates;

“cutting” means the cutting out of a garment or the component parts of a garment by hand or machine from one or more layers of material and includes laying up and/or marking-in;

“garment” means any garment or article of wearing apparel covered by the definition of “Clothing Industry” as defined in this Agreement, and includes a portion of a garment or article of wearing apparel;

“machining” means any machine sewing in connection with the making of a garment, excluding any of the machining operations specifically provided for in clause 4 (3) of this Agreement;

“needlework” means any work done by hand with a needle and thread, excluding any needle work operations specifically provided for in clause 4 (3) of this Agreement;

“nipping and cleaning” means any of the duties performed by a general worker as defined in the Main Agreement, excluding operations referred to under clause 4 (2) (iv) of this Agreement;

“pressing” means any pressing of a garment, other than pressing incidental to further machining;

“principal” means any person who gives out work in connection with the making of a garment, in whole or in part, on contract rates.

4. RATES OF PAYMENT

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

(1) Machining and pressing, incidental to further machining, but excluding the operations referred to in subclause (2), (3) and (4):

	Up to 31/12/82	From 1/1/83 to 30/6/83	There- after
	R	R	R
(i) <i>Bathing costumes:</i>			
(a) Bikini	2,93	3,14	3,42
(b) One-piece	2,93	3,14	3,42
(c) Two-piece	2,93	3,14	3,42
(ii) <i>Blazers (men's, women's, boys' and girls').—As prescribed for jackets, sports coats and leisure jackets (men's and boys').</i>			
Additional.—Braiding, per blazer	0,50	0,53	0,58
(iii) <i>Blouses.—As prescribed in Blouse Schedule (see Annexure A).</i>			
(iv) <i>Boiler suits:</i>			
(a) Zipped front, with two pockets, to start	2,07	2,22	2,42
(b) Buttoned-up front, with two pockets, to start	2,74	2,93	3,19
Additional.—Extra pockets, per pocket	0,19	0,20	0,22
(v) <i>Boys' knickers, shorts, longs and crawlers:</i>			
(a) Knickers, lined, without belt loops, with two pockets, to start	1,78	1,91	2,08
(b) Knickers, lined, with belt loops, with two pockets, to start	1,88	2,02	2,20
(c) Jeans	1,45	1,55	1,69
(d) Longs, other than boxer type ...	1,97	2,11	2,30
(e) Boxer type, long or short	1,35	1,45	1,57
(f) Bib and brace crawlers	1,35	1,45	1,57
Additional.—Extra pockets, per pocket	0,19	0,20	0,22

Waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

“Wet” die Wet op Arbeidsverhoudinge, 1956;

“Klerasienywerheid” of “Nywerheid” kleremakery, die maak van alle klasse bo- en onderklere, met inbegrip van nagklere, en alle klasse mans- en seunshoede en -pette van tweed en linne, dasse, en die maak van alle klasse kledingstukke volgens bestelling van 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Vervoerdienste of plaaslike owerhede, maar omvat dit nie kleremakery op maat en die vervaardiging van klere wat van pels of velle gemaak word nie;

“aannemer” enigiemand, uitgesonderd 'n werkgewer in die Klerasienywerheid, wat werk in verband met die klaarmaak van 'n kledingstuk, hetsy in sy geheel of gedeeltelik, teen kontraktariëwe aanvaar;

“uitsnywerk” die uitsny met die hand of 'n masjien van 'n kledingstuk of samestellende dele van 'n kledingstuk, uit een of meer lae materiaal, en ook die laagvorming van materiaal en/of die afmerk daarvan;

“kledingstuk” 'n kledingstuk of klere wat gedek word deur die omskrywing van “Klerasienywerheid”, soos in hierdie Ooreenkoms omskryf, en omvat dit ook 'n gedeelte van 'n kledingstuk of klere;

“masjienwerk” alle naaimasjienwerk in verband met die maak van 'n kledingstuk, uitgesonderd dié masjienwerk waarvoor daar spesiaal voorsiening gemaak word in klousule 4 (3) van hierdie Ooreenkoms;

“naaldwerk” alle werk wat met die hand met naald en gare verrig word, uitgesonderd dié naaldwerk waarvoor daar spesiaal voorsiening gemaak word in klousule 4 (3) van hierdie Ooreenkoms;

“skoonknip- en skoonmaakwerk” alle werk verrig deur 'n algemene werker soos in die Hoof-ooreenkoms omskryf, uitgesonderd die werksaamhede wat in klousule 4 (2) (iv) van hierdie Ooreenkoms bedoel word;

“parswerk” alle parswerk van 'n kledingstuk, uitgesonderd dié parswerk wat uit verdere masjienwerk voortspruit;

“prinsipaal” enigiemand wat werk in verband met die maak van 'n kledingstuk, hetsy in sy geheel of gedeeltelik, volgens kontraktariëwe uitbestee.

4. VERGOEDINGSTARIEWE

Geen tariewe wat laer is as die hieronder genoem, mag deur 'n prinsipaal betaal en deur 'n aannemer aanvaar word nie:

(1) Masjien- en parswerk wat uit verdere masjienwerk voortspruit, maar uitgesonderd die werksaamhede wat in subklousules (2), (3) en (4) bedoel word:

	Tot 31/12/82	Vanaf 1/1/83 tot 30/6/83	Daar- na
	R	R	R
(i) <i>Baai-kostuums:</i>			
(a) Bikini	2,93	3,14	3,42
(b) Eenstuk	2,93	3,14	3,42
(c) Tweestuk	2,93	3,14	3,42
(ii) <i>Kleurbaadjies (vir mans, vroue, seuns en meisies).—Soos voorgeskryf vir baadjies, sportbaadjies en slenterbaadjies (vir mans en seuns).</i>			
Bykomend.—Galonwerk, per kleurbaadjie	0,50	0,53	0,58
(iii) <i>Bloeses.—Soos voorgeskryf in die Bloesebylae (vergelyk Aanhangsel A).</i>			
(iv) <i>Ketelpakke:</i>			
(a) Geritste voorkant, met twee sakke, om te begin	2,07	2,22	2,42
(b) Toegeknoppte voorkant, met twee sakke, om te begin	2,74	2,93	3,19
Bykomend.—Ekstra sakke, per sak ...	0,19	0,20	0,22
(v) <i>Kniebroeke, kortbroeke, langbroeke en kruippakke vir seuns:</i>			
(a) Kniebroeke, gevoer, sonder gordellussies, met twee sakke, om te begin	1,78	1,91	2,08
(b) Kniebroeke, gevoer, met gordellussies, met twee sakke, om te begin	1,88	2,02	2,20
(c) Kuitbroeke	1,45	1,55	1,69
(d) Langbroeke, uitgesonderd die boksertipe	1,97	2,11	2,30
(e) Boksertipe, lank of kort	1,35	1,45	1,57
(f) Borslappie- en kruisbandkruippakke	1,35	1,45	1,57
Bykomend.—Ekstra sakke, per sak ...	0,19	0,20	0,22

	Up to 31/12/82	From 1/1/83 to 30/6/83	There- after
	R	R	R
(vi) <i>Brasieres:</i>			
(a) Cups only, per cup	0,29	0,31	0,34
(b) Unpadded, short	1,15	1,23	1,33
(c) Unpadded, long	1,63	1,75	1,90
(d) Padded, short	1,35	1,45	1,57
(e) Padded, long	1,63	1,75	1,90
(f) Strapless, short, unpadded	0,97	1,04	1,13
(g) Strapless, long, unpadded	1,40	1,50	1,63
(h) Strapless, short, padded	1,63	1,75	1,90
(i) Strapless, long, padded	1,97	2,11	2,30
(vii) <i>Bridal, cocktail and evening dresses:</i>			
(a) Per bridal dress	65,00	69,63	75,81
(b) Per cocktail or evening dress, the rate prescribed in paragraph (xi) of this subclause, plus an additional 16 per cent.			
(viii) <i>Children's clothing:</i>			
Crawler suits, per suit	1,34	1,43	1,56
(ix) <i>Coats (women's, girls' and infants'):</i>			
(a) Half coat, unlined	3,23	3,46	3,77
(b) Half coat, half-lined	4,89	5,24	5,70
(c) Half coat, fully lined	6,47	6,93	7,54
(d) Three-quarter coat, unlined	4,89	5,24	5,70
(e) Three-quarter coat, half-lined	5,73	6,14	6,68
(f) Three-quarter coat, fully lined	6,47	6,93	7,54
(g) Full length coat, unlined	6,03	6,46	7,04
(h) Full length coat, half-lined	6,87	7,36	8,02
(i) Full length coat, fully lined	8,13	8,71	9,49
(j) Reversible	10,42	11,17	12,16
(x) <i>Costumes and suits:</i>			
(a) Tailored jacket, unlined	3,23	3,46	3,77
(b) Tailored jacket, half-lined	4,89	5,24	5,70
(c) Tailored jacket, fully lined	6,47	6,93	7,54
(d) Jumper top, unlined	2,43	2,60	2,84
(e) Jumper top, lined	2,91	3,12	3,40
(f) Shirt top, sleeves without cuffs	2,06	2,21	2,41
(g) Shirt top, sleeves with cuffs	2,43	2,60	2,84
(h) Shirt top, lined	3,23	3,46	3,77
(i) Skirt, as prescribed in Skirt Schedule (see Annexure B).			
(xi) <i>Dresses (women's, girls' and infants'), excluding bridal, cocktail and evening dresses.</i> —As prescribed in Dress Schedule: Provided that where no overlocking is done, the rates laid down shall be 10 per cent lower than prescribed. (See Annexure C.)			
(xii) <i>Dressing gowns (men's and boys'):</i>			
(a) Men's	2,43	2,60	2,84
(b) Boys'	2,06	2,21	2,41
(xiii) <i>Dressing gowns and housecoats (women's, girls' and infants'):</i>			
(a) Dressing gown, long	3,12	3,34	3,64
(b) Dressing gown, three-quarter	2,91	3,34	3,40
(c) Housecoat	2,43	2,60	2,83
Additional.—With lace or other trim- ming, add	0,50	0,53	0,58
(xiv) <i>Jackets, sports coats and leisure jackets (men's and boys'):</i>			
(a) Unlined, with tapes and bridles and with up to five pockets, to start	5,73	6,14	6,88
(b) Half-lined, with tapes and bridles and with up to five pockets, to start	6,87	7,36	8,02
(c) Fully-lined, with tapes and bridles and with up to five pockets, to start	6,15	6,59	7,17

	Tot 31/12/82	Vanaf 1/1/83 tot 30/6/83	Daar- na
	R	R	R
(vi) <i>Buustelyfies:</i>			
(a) Kelk alleen, per kelk	0,29	0,31	0,34
(b) Onopgestop, kort	1,15	1,23	1,33
(c) Onopgestop, lank	1,63	1,75	1,90
(d) Opgestop, kort	1,35	1,45	1,57
(e) Opgestop, lank	1,63	1,75	1,90
(f) Bandloos, kort, onopgestop	0,97	1,04	1,13
(g) Bandloos, lank, onopgestop	1,40	1,50	1,63
(h) Bandloos, kort, opgestop	1,63	1,75	1,90
(i) Bandloos, lank, opgestop	1,97	2,11	2,30
(vii) <i>Bruids-, skemer- en aandrokke:</i>			
(a) Per bruidsrok	65,00	69,63	75,81
(b) Per skemer- of aandrok, die tarief voorgeskryf in paragraaf (xi) van hierdie subklousule, plus 'n bykomende 16 persent.			
(viii) <i>Kinderklere:</i>			
Kruippakke, per pak	1,34	1,43	1,56
(ix) <i>Jasse (vir vroue, meisies en kinders):</i>			
(a) Halfjas, sonder voering	3,23	3,46	3,77
(b) Halfjas, met halwe voering	4,89	5,24	5,70
(c) Halfjas, met volle voering	6,47	6,93	7,54
(d) Driekwartjas, sonder voering	4,89	5,24	5,70
(e) Driekwartjas, met halwe voe- ring	5,73	6,14	6,68
(f) Driekwartjas, met volle voering	6,47	6,93	7,54
(g) Vollengtejas, sonder voering	6,03	6,46	7,04
(h) Vollengtejas, met halwe voe- ring	6,87	7,36	8,02
(i) Vollengtejas, met volle voering	8,13	8,71	9,49
(j) Omkeerbare	10,42	11,17	12,16
(x) <i>Kostuums en pakke:</i>			
(a) Snyersbaadjie, sonder voering	3,23	3,46	3,77
(b) Snyersbaadjie, met halwe voe- ring	4,89	5,24	5,70
(c) Snyersbaadjie, met volle voe- ring	6,47	6,93	7,54
(d) Bodeel van oorbloese, sonder voering	2,43	2,60	2,84
(e) Bodeel van oorbloese, met voering	2,91	3,12	3,40
(f) Bodeel van hemp, moue sonder mansjette	2,06	2,21	2,41
(g) Bodeel van hemp, moue met mansjette	2,43	2,60	2,84
(h) Bodeel van hemp, met voering	3,23	3,46	3,77
(i) Romp, soos voorgeskryf in Rompbylae (vergelyk Aan- hangsel B).			
(xi) <i>Rokke (vir vroue, meisies en kin- ders), uitgesonderd bruids-, skemer- en aandrokke.</i> —Soos voorgeskryf in Rokbylae: Met dien verstande dat waar geen omkapwerk gedoen word nie, die vereiste tariewe 10 persent laer as die voorgeskrewe tariewe is. (Vergelyk Aanhangsel C.)			
(xii) <i>Kamerjaponne (vir mans en seuns):</i>			
(a) Mans	2,43	2,60	2,84
(b) Seuns	2,06	2,21	2,41
(xiii) <i>Kamerjaponne en huisjasse (vir vroue, meisies en kinders):</i>			
(a) Kamerjapon, lank	3,12	3,34	3,64
(b) Kamerjapon, driekwart	2,91	3,34	3,40
(c) Huisjas	2,43	2,60	2,83
Bykomend.—Met kant of ander sier- werk, tel by	0,50	0,53	0,58
(xiv) <i>Baadjies, sportbaadjies en slenter- baadjies (vir mans en seuns):</i>			
(a) Sonder voering, met omboor- sels en houstukke en met hoog- stens vyf sakke, om te begin	5,73	6,14	6,88
(b) Met halwe voering, omboorsels en houstukke en met hoogstens vyf sakke, om te begin	6,87	7,36	8,02
(c) Met volle voering, omboorsels en houstukke en met hoogstens vyf sakke, om te begin	6,15	6,59	7,17

	Up to 31/12/82	From 1/1/83 to 30/6/83	There- after		Tot 31/12/82	Vanaf 1/1/83 tot 30/6/83	Daar- na
	R	R	R		R	R	R
(d) Unlined, without tapes and bridles and with up to five pockets, to start.....	2,91	3,12	3,40	(d) Sonder voering, omboorsels en houstukke en met hoogstens vyf sakke, om te begin	2,91	3,12	3,40
(e) Half-lined, without tapes and bridles and with up to five pockets, to start.....	3,55	3,80	4,14	(e) Met halwe voering, sonder om- boorsels en houstukke en met hoogstens vyf sakke, om te be- gin.....	3,55	3,80	4,14
(f) Fully-lined, without tapes and bridles and with up to five pockets, to start.....	3,23	3,46	3,77	(f) Met volle voering, sonder om- boorsels en houstukke en met hoogstens vyf sakke, om te be- gin.....	3,23	3,46	3,77
(g) Collarless, all rates as above, less	0,50	0,53	0,58	(g) Kraagloos, al die bovermelde tariewe, min	0,50	0,53	0,58
Additional.—Extra pockets, per pocket.....	0,33	0,35	0,39	Bykomend.—Ekstra sakke, per sak ...	0,33	0,35	0,39
Back and side vents, per vent.....	0,33	0,35	0,39	Slippe agter en aan die kant, per slip	0,33	0,35	0,39
(xv) <i>Jackets (women's, girls' and in- fants'), jeeps and toppers.</i> —As pre- scribed for costumes and suits.				(xv) <i>Baadjies (vir vroue, meisies en kin- ders), driekwartbaadjies en heup- baadjies.</i> —Soos voorgeskryf vir kos- tuums en pakke.			
(xvi) <i>Lumber jackets:</i>				(xvi) <i>Bosbaadjies:</i>			
(a) Leather, short.....	8,13	8,71	9,49	(a) Leer, kort.....	8,13	8,71	9,49
(b) Leather, three-quarter	9,80	10,50	11,43	(b) Leer, driekwart	9,80	10,50	11,43
(c) Other material, unlined.....	4,89	5,24	5,70	(c) Ander materiaal, sonder voe- ring.....	4,89	5,24	5,70
(d) Other material, lined.....	6,46	6,93	7,54	(d) Ander materiaal, met voering	6,46	6,93	7,54
(xvii) <i>Overalls (men's), including dust coats and medical coats:</i>				(xvii) <i>Oorpakke (vir mans), met inbegrip van stofjasse en doktersjasse:</i>			
(a) Short	2,91	3,12	3,40	(a) Kort	2,91	3,12	3,40
(b) Long	3,12	3,34	3,64	(b) Lank	3,12	3,34	3,64
(xviii) <i>Overalls (women's, girls' and in- fants'):</i> Provided that the rates for infants' garments shall be 33½ per cent less than the rates laid down below:				(xviii) <i>Oorpakke (vir vroue, meisies en kin- ders):</i> Met dien verstande dat die tariewe vir kinderklere 33½ persent minder moet wees as die tariewe hieronder neergelê:			
(a) Raglan sleeved, with yoke	3,23	3,46	3,77	(a) Met raglanmoue en skouerstuk	3,23	3,46	3,77
(b) Raglan sleeved, without yoke	3,23	3,46	3,77	(b) Met raglanmoue, sonder skouerstuk.....	3,23	3,46	3,77
(c) Plain sleeved, without yoke, without pleats.....	2,20	2,36	2,57	(c) Met gewone moue, sonder skouerstuk, sonder plooië.....	2,20	2,36	2,57
(d) Plain sleeved, without yoke, with pleats.....	2,39	2,56	2,79	(d) Met gewone moue, sonder skouerstuk, met plooië	2,39	2,56	2,79
(e) Apron or wrap around, without sleeves	1,02	1,09	1,19	(e) Voorskoot- of oorslaantipe, sonder moue	1,02	1,09	1,19
(f) Apron or wrap around, with sleeves	1,25	1,37	1,46	(f) Voorskot- of oorslaantipe, met moue	1,25	1,37	1,46
(xix) <i>Overcoats (men's and boy's):</i>				(xix) <i>Oorjasse (vir mans en seuns):</i>			
(a) Unlined, with tapes and bridles and with up to five pockets, to start	11,05	11,84	12,87	(a) Sonder voering, met omboor- sels en houstukke en met hoogstens vyf sakke, om te be- gin.....	11,05	11,84	12,87
(b) Half-lined, with tapes and bridles and with up to five pockets, to start.....	12,29	13,17	14,34	(b) Met halwe voering, omboorsels en houstukke en met hoogstens vyf sakke, om te begin	12,29	13,17	14,34
(c) Fully-lined, with tapes and bridles and with up to five pockets, to start.....	13,66	14,63	15,93	(c) Met volle voering, omboorsels en houstukke en met hoogstens vyf sakke, om te begin	13,66	14,63	15,93
(d) Unlined, without tapes and bridles and with up to five pockets, to start.....	5,84	6,26	6,81	(d) Sonder voering, sonder om- boorsels en houstukke en met hoogstens vyf sakke, om te be- gin.....	5,84	6,26	6,81
(e) Half-lined, without tapes and bridles and with up to five pockets, to start.....	7,19	7,69	8,37	(e) Met halwe voering, sonder om- boorsels en houstukke en met hoogstens vyf sakke, om te be- gin.....	7,19	7,69	8,37
(f) Fully-lined, without tapes and bridles and with up to five pockets, to start.....	8,44	9,04	9,84	(f) Met volle voering, sonder om- boorsels en houstukke en met hoogstens vyf sakke, om te be- gin.....	8,44	9,04	9,84
(g) Collarless, all rates as above less	0,50	0,53	0,58	(g) Kraagloos, alle tariewe soos hierbo genoem, min	0,50	0,53	0,58
Additional.—Extra pockets, per pocket.....	0,33	0,35	0,39	Bykomend.—Ekstra sakke, per sak...	0,33	0,35	0,39
Back and side vents, per vent.....	0,33	0,35	0,39	Slippe agter en voor, per slip	0,33	0,35	0,39
(xx) <i>Pyjamas (men's and boy's):</i>				(xx) <i>Slaappakke (vir mans en seuns):</i>			
(a) Men's jackets, without collar...	1,97	2,11	2,30	(a) Mansbaadjie, sonder kraag	1,97	2,11	2,30
(b) Men's jackets, with collar	2,29	2,45	2,67	(b) Mansbaadjie, met kraag.....	2,29	2,45	2,67
(c) Men's trousers, long with corded waist	1,15	1,23	1,34	(c) Mansbroek, lank en met 'n bindkoord	1,15	1,23	1,34
(d) Men's trousers, short with corder waist.....	1,02	1,09	1,19	(d) Mansbroek, kort en met 'n bindkoord	1,02	1,09	1,19

	Up to 31/12/82	From 1/1/83 to 30/6/83	There- after		Tot 31/12/82	Vanaf 1/1/83 tot 30/6/83	Daar- na
	R	R	R		R	R	R
(e) Men's trousers, long with elasticised waist.....	1,15	1,23	1,34	(e) Mansbroek, lank, met middel van rek.....	1,15	1,23	1,34
(f) Men's trousers, short with elasticised waist.....	1,15	1,23	1,34	(f) Mansbroek, kort, met middel van rek.....	1,15	1,23	1,34
(g) Boys' jacket, without collar....	1,15	1,23	1,34	(g) Seunsbaadjie, sonder kraag.....	1,15	1,23	1,34
(h) Boys' jacket, with collar.....	2,34	2,51	2,73	(h) Seunsbaadjies, met kraag.....	2,34	2,51	2,73
(i) Boys' trousers, long with corded waist.....	1,02	1,09	1,19	(i) Seunsbroek, lank en met 'n bindkoord.....	1,02	1,09	1,19
(j) Boys' trousers, short with corded waist.....	0,83	0,89	0,97	(j) Seunsbroek, kort en met 'n bindkoord.....	0,83	0,89	0,97
(k) Boys' trousers, long with elasticised waist.....	1,02	1,09	1,19	(k) Seunsbroek, lank, met middel van rek.....	1,02	1,09	1,19
(l) Boys' trousers, short with elasticised waist.....	0,83	0,89	0,96	(l) Seunsbroek, kort, met middel van rek.....	0,83	0,89	0,96
(xxi) Pyjamas and nightgowns (women's, girls' and infants'):				(xxi) Slaapklere en nagrokke (vir vroue, meisies en kinders):			
(a) Winter pyjama top.....	1,97	2,11	2,30	(a) Bostuk van winterslaappak.....	1,97	2,11	2,30
(b) Winter pyjama pants.....	1,15	1,23	1,34	(b) Broek van winterslaappak.....	1,15	1,23	1,34
(c) Winter nightgown, without lace	1,86	1,99	2,17	(c) Winternagrok, sonder kant.....	1,86	1,99	2,17
(d) Winter nightgown, with lace....	2,29	2,45	2,67	(d) Winternagrok met kant.....	2,29	2,45	2,67
(e) Summer pyjama top, without lace.....	1,97	2,11	2,30	(e) Bostuk van somerslaappak, sonder kant.....	1,97	2,11	2,30
(f) Summer pyjama top, with lace.....	2,71	2,90	3,16	(f) Bostuk van somerslaappak, met kant.....	2,71	2,90	3,16
(g) Summer pyjama pants, long....	1,15	1,23	1,37	(g) Broek van somerslaappak, lank	1,15	1,23	1,37
(h) Summer pyjama pants, short....	0,83	0,89	0,97	(h) Broek van somerslaappak, kort	0,83	0,89	0,97
(i) Summer nightgown, without lace.....	1,86	1,99	2,17	(i) Somernagrok, sonder kant.....	1,86	1,99	2,17
(j) Summer nightgown, with lace.....	2,29	2,45	2,67	(j) Somernagrok, met kant.....	2,29	2,45	2,67
(xxii) Shirts:				(xxii) Hemde:			
(a) With soft collar and short sleeves.....	2,29	2,45	2,67	(a) Met sagte boordjie en kort moue.....	2,29	2,45	2,67
(b) With soft collar and long sleeves.....	2,60	2,78	3,03	(b) Met sagte boordjie en lang moue.....	2,60	2,78	3,03
(c) Without collar.....	2,91	3,13	3,40	(c) Sonder boordjie.....	2,91	3,13	3,40
Additional.—Loose collars, per collar.....	0,50	0,53	0,58	Bykomend.—Los boordjies, per boordjie.....	0,50	0,53	0,58
(xxiii) Skirts.—As prescribed in Skirt Schedule. (See Annexure B.)				(xxiii) Rompe.—Soos voorgeskryf in Romphyllae. (Vergelyk Aanhangsel B.)			
(xxiv) Slacks, tights and shorts (women's, girls, and infants'):				(xxiv) Slenterbroeke, spanbroeke en kortbroeke (vir vroue, meisies en kinders):			
(a) Slacks and tights.....	2,49	2,67	2,91	(a) Slenterbroeke en spanbroeke...	2,49	2,67	2,91
(b) Shorts.....	1,97	2,11	2,30	(b) Kortbroeke.....	1,97	2,11	2,30
(xxv) Ties, bow-ties, and cravats:				(xxv) Dasse, strikdasse en krawatte:			
(a) Tie.....	0,50	0,53	0,58	(a) Das.....	0,50	0,53	0,58
(b) Bow-tie.....	0,50	0,53	0,58	(b) Strikdas.....	0,50	0,53	0,58
(c) Cravats.....	0,50	0,53	0,58	(c) Krawat.....	0,50	0,53	0,58
(xxvi) Trousers, riding breeches and shorts (men's and boys'):				(xxvi) Broeke, rybroeke en kortbroeke (vir mans en seuns):			
(a) Trousers, without split waistband and with up to five pockets, to start.....	1,97	2,11	2,30	(a) Broeke, sonder gesplete broekband en met hoogstens vyf sakke, om te begin.....	1,97	2,11	2,30
(b) Trousers, with split waistband and with up to five pockets, to start.....	2,90	3,11	3,39	(b) Broeke, met gesplete broekband en met hoogstens vyf sakke, om te begin.....	2,90	3,11	3,39
(c) Shorts, boxer type, with up to two pockets, to start.....	1,35	1,45	1,57	(c) Kortbroeke, boksertipe, met hoogstens twee sakke, om te begin.....	1,35	1,45	1,57
(d) Shorts, other, with up to five pockets, to start.....	1,97	2,11	2,30	(d) Kortbroeke, ander soorte, met hoogstens vyf sakke, om te begin.....	1,97	2,11	2,30
(e) Riding breeches.....	8,13	8,71	9,49	(e) Rybroeke.....	8,13	8,71	9,49
Additional.—Extra pockets, per pocket.....	0,32	0,34	0,37	Bykomend.—Ekstra sakke, per sak...	0,32	0,34	0,37
Turn-ups, per turn-up.....	0,19	0,20	0,22	Omslae, per omslag.....	0,19	0,20	0,22
(xxvii) Underpants:				(xxvii) Onderbroeke:			
(a) Long, with elastic top.....	1,15	1,23	1,34	(a) Lank, met middel van rek.....	1,15	1,23	1,34
(b) Long, with button top.....	1,29	1,38	1,50	(b) Lank, met middel wat toeknoop	1,29	1,38	1,50
(c) Short, with elastic top.....	1,02	1,09	1,19	(c) Kort, met middel van rek.....	1,02	1,09	1,19
(d) Briefs.....	1,02	1,09	1,19	(d) Knapbroekies.....	1,02	1,09	1,19
(xxviii) Underwear (panties and slips):				(xxviii) Onderklere (broekies en onderrokke):			
(a) Panties, without lace trimming	0,83	0,89	0,97	(a) Broekies, sonder kantsierwerk	0,83	0,89	0,97
(b) Panties, with lace trimming.....	1,02	1,09	1,19	(b) Broekies, met kantsierwerk.....	1,02	1,09	1,19
(c) Half-slips, without lace trimming.....	1,02	1,09	1,19	(c) Halfonderrokke, sonder kantsierwerk.....	1,02	1,09	1,19
(d) Half-slips, with lace trimming	1,35	1,45	1,57	(d) Halfonderrokke, met kantsierwerk.....	1,35	1,45	1,57

	Up to 31/12/82	From 1/1/83 to 30/6/83	There- after		Tot 31/12/82	Vanaf 1/1/83 tot 30/6/83	Daar- na
	R	R	R		R	R	R
(e) Full-length slips, without lace trimming	1,45	1,55	1,69	(e) Vollengte-onderrokke, sonder kantsierwerk	1,45	1,55	1,69
(f) Full-length slips, with lace trimming	1,97	2,11	2,30	(f) Vollengte-onderrokke, met kantsierwerk	1,97	2,11	2,30
(g) Knee-length knickers	1,86	1,99	2,17	(g) Kniebroeke	1,86	1,99	2,17
(xxix) <i>Vests</i> :				(xxix) <i>Onderhemde</i> :			
(a) Long sleeved, without buttons	0,83	0,89	0,97	(a) Met lang moue, sonder knope	0,83	0,89	0,97
(b) Long sleeved, with buttons	1,02	1,09	1,19	(b) Met lang moue, met knope	1,02	1,09	1,19
(c) Short sleeved, without buttons	0,71	0,76	0,83	(c) Met kort moue, sonder knope	0,71	0,76	0,83
(d) Short sleeved, with buttons	0,83	0,89	0,97	(d) Met kort moue, met knope	0,83	0,89	0,97
(e) Sleeveless	0,50	0,53	0,58	(e) Mouloos	0,50	0,53	0,58
(xxx) <i>Uniforms (school tunics)</i> :				(xxx) <i>Uniforms (skooldrag)</i> :			
(a) Box pleated, with yoke	2,29	2,45	2,67	(a) Met platplooie, met skouerstuk	2,29	2,45	2,67
(b) Dress type	2,91	3,12	3,40	(b) Roktipte	2,91	3,12	3,40
(xxxi) <i>Miscellaneous garments</i> :				(xxxi) <i>Diverse kledingstukke</i> :			
(a) Dentists' jackets, per jacket	1,45	1,55	1,69	(a) Tandartsbaadjies, per baadjie ..	1,45	1,55	1,69
(b) Long pinafore with brace and bib, per pinafore	1,15	1,23	1,34	(b) Lang voorskoot, met skouerband en borslap, per voorskoot ..	1,15	1,23	1,34
(c) Men's apron, with two tapes and bib and tapes, per apron	0,39	0,42	0,46	(c) Mansvoorskoot, met twee bande en borslap en omboorsel, per voorskoot	0,39	0,42	0,46
(d) Nurses' caps, per cap	0,24	0,26	0,28	(d) Verpleegstersmus, per mus	0,24	0,26	0,28
(e) Sisters' operating gowns, with sleeves, per gown	1,35	1,45	1,57	(e) Operasiejasse vir teatersusters, met moue, per jas	1,35	1,45	1,57
(f) Sisters' operating gowns, without sleeves, per gown	1,02	1,09	1,19	(f) Operasiejasse vir teatersusters, sonder moue, per jas	1,02	1,09	1,19
(g) Square cotton aprons with two tapes, per apron	0,19	0,20	0,22	(g) Vierkantige katoenvoorskote, met twee bande, per voorskoot ..	0,19	0,20	0,22
(h) Theatre suits, per jacket	1,65	1,77	1,93	(h) Teaterpakke, per baadjie	1,65	1,77	1,93
(i) Theatre suits, per trouser	1,45	1,55	1,69	(i) Teaterpakke, per broek	1,45	1,55	1,69
(j) Theatre suits, per cap	0,19	0,20	0,22	(j) Teaterpakke, per mus	0,19	0,20	0,22
(k) White cotton theatre boots, per pair	0,83	0,89	0,97	(k) Teaterstewels van wit katoen, per paar	0,83	0,89	0,97
(xxxii) <i>Other garments not referred to above</i> :				(xxxii) <i>Ander kledingstukke wat nie hierbo gemeld word nie</i> :			
(a) Per hour worked	4,89	5,24	5,70	(a) Per uur gewerk	4,89	5,24	5,70
(2) Percentage of the rate prescribed in subclause (1) of this clause in respect of the following operations:				(2) Persentasie van die tarief in subklousule (1) van hierdie klousule voorgeskryf vir die volgende werksaamhede:			
	Per cent	Per cent	Per cent		Persent	Persent	Persent
(i) Cutting, per garment	25	25	25	(i) Uitsny, per kledingstuk	25	25	25
(ii) Pressing, per garment	20	20	20	(ii) Pars, per kledingstuk	20	20	20
(iii) Nipping and cleaning, per garment ..	15	15	15	(iii) Skoonknip en skoonmaak, per kledingstuk	15	15	15
(iv) Folding and packing, per garment	15	15	15	(iv) Vou en verpak, per kledingstuk	15	15	15
(3) In respect of the following operations:				(3) Ten opsigte van die volgende werksaamhede:			
	R	R	R		R	R	R
(i) Belts, making by machine, per belt	0,83	0,87	0,97	(i) Gordels, masjienvervaardig, per gordel	0,83	0,87	0,97
(ii) Buttons, attaching by hand, per button	0,19	0,20	0,22	(ii) Knope, met hand aangewerk, per knoop	0,19	0,20	0,22
(iii) Buttons, attaching by machine, per button	0,08	0,08	0,09	(iii) Knope, met masjien aangewerk, per knoop	0,08	0,08	0,09
(iv) Buttonholes, tailored, making by hand, per buttonhole	0,67	0,72	0,79	(iv) Snyersknoopsgate, met die hand gemaak, per knoopsgat	0,67	0,72	0,79
(v) Buttonholes, bound, making by hand, per button hole	0,50	0,53	0,58	(v) Knoopsgate, omgeboor, met die hand gemaak, per knoopsgat	0,50	0,53	0,58
(vi) Buttonholes, miscellaneous, making by machine, per buttonhole	0,19	0,20	0,22	(vi) Knoopsgate, diverse, masjienvervaardig, per knoopsgat	0,19	0,20	0,22
(vii) Embroidery done by machine:				(vii) Borduurwerk met 'n masjien verrig:			
(a) Per pocket, belt or collar	6,57	7,04	7,66	(a) Per sak, gordel of kraag	6,57	7,04	7,66
(b) Per bodice	16,27	17,43	18,98	(b) Per bolyf	16,27	17,43	18,98
(c) Per skirt	16,27	17,43	18,98	(c) Per romp	16,27	17,43	18,98
(d) Per pair of sleeves	16,27	17,43	18,98	(d) Per stel moue	16,27	17,43	18,98
(e) Any other embroidering not referred to in (a) to (d) above, per hour	3,23	3,46	3,77	(e) Ander borduurwerk nie in (a) tot (d) hierbo vermeld nie, per uur	3,23	3,46	3,77
(viii) Embroidering done by hand or any other ornamentation done by hand or machine, per hour	3,23	3,46	3,77	(viii) Borduurwerk met die hand gedoen of ander versiersel met die hand of masjien gedoen, per uur	3,23	3,46	3,77
(ix) Hemming by hand, per metre	1,02	1,09	1,19	(ix) Soomwerk met die hand gedoen, per meter	1,02	1,09	1,19
(x) Hemming by machine, per metre	0,18	0,19	0,21	(x) Soomwerk met 'n masjien gedoen, per meter	0,18	0,19	0,21
(xi) Hooks and eyes, attaching per pair ..	0,18	0,19	0,21	(xi) Hakies en ogies, aanhegting per paar ..	0,18	0,19	0,21
(xii) Loops, made by hand, each	0,33	0,35	0,39	(xii) Lussies met die hand gemaak, elk	0,33	0,35	0,39
(xiii) Loops or shanks, made by machine, per metre	0,18	0,19	0,21	(xiii) Lussies of stele, met 'n masjien gemaak, per meter	0,18	0,19	0,21
(xiv) Loops, attaching by bartack or other machine	0,42	0,45	0,49	(xiv) Lussies, aangeheg met 'n knooaanwerk- of ander masjien	0,42	0,45	0,49
(xv) Press studs, attaching, per item	0,08	0,08	0,09	(xv) Aanheg van drukknoopies, per item ..	0,08	0,08	0,09
(4) Needlework not referred to in subclause (3) (i) to (xv), per hour	2,71	2,90	3,16	(4) Naaldwerk, nie in subklousule (3) (i) tot (xv) bedoel nie, per uur	2,71	2,90	3,16

5. RECORDS TO BE KEPT

(1) A principal shall maintain in respect of each contractor a record, in the form of Annexure D to this Agreement, reflecting the following details:

- Full name and address of the contractor;
- date of giving work to the contractor;
- full description of the work given to the contractor and quantity given;
- the contract rate;
- date of receipt of completed work;
- full description of completed work and quantity completed;
- amount paid for completed work;
- date of payment for completed work.

(2) A contractor shall maintain in respect of each principal a record in the form of Annexure E to this Agreement reflecting the following details:

- Full name and address of the principal;
- date of receiving work from the principal;
- full description of the work received from the principal and quantity;
- the contract rate;
- date of delivery of completed work;
- full description of completed work and quantity completed;
- amount paid for completed work;
- date of payment for completed work.

(3) The records referred to in subclauses (1) and (2) above shall be retained for a period of three years after the date mentioned in subclauses (1) (b) and (2) (b) above.

6. RETURNS TO BE RENDERED

Every principal shall not later than the 15th day of each month render a return in the form of Annexure F to the Secretary of the Industrial Council, P.O. Box 5101, Johannesburg, 2000, reflecting the following details:

- Full name and address of the principal;
- full name and address of the contractor;
- details of the work completed by the contractor during the preceding month;
- amount paid for work completed during the preceding month.

7. PROHIBITIONS

(1) No employer in the Industry shall require or permit any employee to perform any work or process in connection with the actual assembling, making up and/or manufacturing of a garment, other than in an establishment provided, equipped, maintained and controlled by the employer.

(2) No employee employed in the Industry shall on behalf of his employer or a contractor, as defined in clause 3 of this Agreement, undertake any work or process in connection with the actual assembling, making up and/or manufacturing of a garment other than in an establishment provided, equipped, maintained and controlled by his employer.

Signed at Johannesburg, on behalf of the parties, this 22nd day of April 1982.

M. FESTENSTEIN, Chairman.

A. SCHEEPERS, Vice-Chairman.

J. H. THOMAS, Secretary.

**ANNEXURE A
BLOUSE SCHEDULE**

Per blouse	Column	With cuffed or frilled sleeve	With plain sleeve, long or short	Without sleeve
		R	R	R
With body, with lace, tucks and/or pleats.....	A	2,60	2,49	1,97
	B	2,78	2,67	2,11
	C	3,03	2,91	2,30
With plain body	A	2,53	1,97	1,35
	B	2,71	2,11	1,45
	C	2,95	2,30	1,57

The rates appearing in column A shall be paid from the date of coming into operation of this Agreement up to 31 December 1982, the rates appearing in column B shall be paid for the period 1 January 1983 to 30 June 1983, and thereafter the rates appearing in column C.

5. REGISTERS WAT BYGEHOU MOET WORD

(1) 'n Prinsipaal moet 'n register wat die volgende besonderhede aangee, in die vorm van Aanhangel D van hierdie Ooreenkoms, ten opsigte van elke aannemer byhou;

- Volle naam en adres van die aannemer;
- datum waarop die werk aan die aannemer gegee is;
- 'n volledige beskrywing van die werk wat aan die aannemer gegee is en die hoeveelheid daarvan;
- die kontraktarief;
- datum waarop die voltooide werk ontvang is;
- volledige beskrywing van die voltooide werk en die hoeveelheid voltooi;
- bedrag wat vir die voltooide werk betaal is;
- datum waarop die voltooide werk betaal is.

(2) 'n Aannemer moet 'n register wat die volgende besonderhede aangee, in die vorm van Aanhangel E van hierdie Ooreenkoms, ten opsigte van elke prinsipaal byhou:

- Volle naam en adres van die prinsipaal;
- datum waarop die werk van die prinsipaal ontvang is;
- 'n volledige beskrywing van die werk wat van die prinsipaal ontvang is en die hoeveelheid daarvan;
- die kontraktarief;
- datum van aflewering van die voltooide werk;
- 'n volledige beskrywing van die voltooide werk en die hoeveelheid voltooi;
- bedrag wat vir die voltooide werk betaal is;
- datum waarop die voltooide werk betaal is.

(3) Die registers wat in subklousules (1) en (2) hierbo gemeld word, moet bewaar word vir 'n tydperk van drie jaar na die datum wat in subklousules (1) (b) en (2) (b) hierbo gemeld word.

6. OPGAWES WAT VOORGELE MOET WORD

Elke prinsipaal moet voor of op die 15de dag van elke maand 'n opgawe waarin die volgende besonderhede aangegee word, in die vorm van aanhangel F, by die Sekretaris van die Nywerheidsraad, Posbus 5101, Johannesburg, 2000, indien:

- Volle naam en adres van die prinsipaal;
- volle naam en adres van die aannemer;
- besonderhede van werk wat die aannemer gedurende die vorige maand voltooi het;
- die bedrag wat betaal is vir werk wat gedurende die vorige maand voltooi is.

7. VERBODSBEPALINGS

(1) Geen werkgever in die Nywerheid mag van 'n werknemer vereis of hom toelaat om enige werk of proses in verband met die werklike aanme-kaarsit, klaarmaak en/of vervaardiging van 'n kledingstuk op 'n ander plek te verrig nie as in 'n bedryfsinrigting wat deur die werkgever verskaf, uitgerus, in stand gehou en beheer word.

(2) Geen werknemer wat in die Nywerheid werksaam is, mag namens sy werkgever of 'n aannemer, soos in klousule 3 van hierdie Ooreenkoms omskryf, enige werk of proses in verband met die werklike aanme-kaarsit, klaarmaak en/of vervaardiging van 'n kledingstuk op 'n ander plek verrig nie as in 'n bedryfsinrigting wat deur sy werkgever verskaf, uitgerus, in stand gehou en beheer word.

Namens die partye op hede die 22ste dag van April 1982 te Johannesburg onderteken.

M. FESTENSTEIN, Voorsitter.

A. SCHEEPERS, Ondervoorsitter.

J. H. THOMAS, Sekretaris.

**AANHANGSEL A
BLOESEBYLAE**

Per bloese	Kolom	Mou met mans-jette of met valletjies	Met gewone mou, lank of kort	Sonder mou
		R	R	R
Met lyfie, met kant, opnaaisels en/of plooië	A	2,60	2,49	1,97
	B	2,78	2,67	2,11
	C	3,03	2,91	2,30
Met gewone lyfie.....	A	2,53	1,97	1,35
	B	2,71	2,11	1,45
	C	2,95	2,30	1,57

Die tariewe wat in kolom A voorkom, moet betaal word met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms tot 31 Desember 1982; die tariewe wat in kolom B voorkom, moet vanaf 1 Januarie 1983 tot 30 Junie 1983 betaal word en daarna die tariewe wat in kolom C voorkom.

ANNEXURE B

SKIRT SCHEDULE

Per skirt	Column	Lined	Unlined
Pre-pleated	A	1,86	1,35
	B	1,99	1,45
	C	2,19	1,57
With pleats to be made	A	2,20	1,57
	B	2,36	1,68
	C	2,57	1,83
Fully gathered	A	—	1,35
	B	—	1,45
	C	—	1,57
Partially gathered	A	—	1,15
	B	—	1,23
	C	—	1,33
Flared	A	1,97	1,45
	B	2,11	1,55
	C	2,30	1,69
Straight	A	1,86	1,35
	B	1,99	1,45
	C	2,17	1,57

The rates appearing in column A shall be paid from the date of coming into operation of this Agreement up to 31 December 1982, the rates appearing in column B shall be paid for the period 1 January 1983 to 30 June 1983, and thereafter the rates appearing in column C.

AANHANGSEL B

ROMPBYLAE

Per romp	Kolom	Met voering	Sonder voering
Reeds geplooi	A	1,86	1,35
	B	1,99	1,45
	C	2,19	1,57
Met plooi wat nog gemaak moet word	A	2,20	1,57
	B	2,36	1,68
	C	2,57	1,83
Ten volle ingeryg	A	—	1,35
	B	—	1,45
	C	—	1,57
Gedeeltelik ingeryg	A	—	1,15
	B	—	1,23
	C	—	1,33
Geklok	A	1,97	1,45
	B	2,11	1,55
	C	2,30	1,69
Reguit	A	1,86	1,35
	B	1,99	1,45
	C	2,17	1,57

Die tariewe wat in kolom A voorkom, moet betaal word met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms tot 31 Desember 1982; die tariewe wat in kolom B voorkom, moet vanaf 1 Januarie 1983 tot 30 Junie 1983 betaal word, en daarna die tariewe wat in kolom C voorkom.

ANNEXURE C
DRESS SCHEDULE

Per dress	Column	With sleeves						Without sleeves					
		With collar			Without collar			With collar			Without collar		
		Fully lined	Half-lined	Un-lined	Fully lined	Half-lined	Un-lined	Fully lined	Half-lined	Un-lined	Fully lined	Half-lined	Un-lined
With straight skirt	A	3,00	2,49	1,97	2,91	2,29	1,86	2,91	2,29	1,86	2,71	2,20	1,57
	B	3,22	2,67	2,11	3,12	2,45	1,99	3,12	2,45	1,99	2,90	2,36	1,68
	C	3,50	2,91	2,30	3,40	2,67	2,17	3,40	2,67	2,17	3,16	2,57	1,83
With flared skirt	A	3,55	2,91	2,49	3,35	2,71	2,29	3,35	2,71	2,29	3,23	2,60	2,20
	B	3,80	3,12	2,67	3,59	2,90	2,45	3,59	2,90	2,45	3,46	2,78	2,36
	C	4,14	3,40	2,91	3,91	3,16	2,67	3,91	3,16	2,67	3,77	3,03	2,57
With gathered skirt	A	3,55	2,91	2,49	3,35	2,71	2,29	3,35	2,71	2,29	3,23	2,60	2,20
	B	3,80	3,12	2,67	3,59	2,90	2,45	3,59	2,90	2,45	3,46	2,78	2,36
	C	4,14	3,40	2,91	3,91	3,16	2,67	3,91	3,16	2,67	3,77	3,03	2,57
With pleats to be made	A	3,35	2,71	2,29	3,23	2,60	2,20	3,23	2,60	2,20	3,00	2,60	1,97
	B	3,57	2,90	2,45	3,46	2,78	2,36	3,46	2,78	2,36	3,22	2,78	2,11
	C	3,91	3,16	2,67	3,77	3,03	2,57	3,77	3,03	2,57	3,50	3,03	2,30
With pre-pleated skirt	A	3,00	2,49	1,97	2,91	2,29	1,86	2,91	2,29	1,86	2,71	2,20	1,57
	B	3,22	2,67	2,11	3,12	2,45	1,99	3,12	2,45	1,99	2,90	2,36	1,68
	C	3,50	2,91	2,30	3,40	2,67	2,17	3,40	2,67	2,17	3,16	2,57	1,83
Princess and shift	A	Lined R 2,91	R 1,86	R 1,77	Lined R 2,71	Lined R 2,71	R 1,77	Lined R 2,91	Lined R 2,71	R 1,77	Lined R 2,50	R 1,45	R 1,45
	B	3,12	1,99	1,90	2,90	2,90	1,90	2,90	2,90	1,90	2,67	1,55	1,55
	C	3,40	2,17	2,06	3,16	3,16	2,06	3,16	3,16	2,06	2,91	1,69	1,69

The rates appearing in column A shall be paid from the date of coming into operation of this Agreement up to 31 December 1982; the rates in column B shall be paid from 1 January 1983 to 30 June 1983, and thereafter the rates appearing in column C.

AANHANGSEL C

ROKBYLAE

Per rok	Kolom	Met moue						Sonder moue					
		Met kraag			Sonder kraag			Met kraag			Sonder kraag		
		Met volle voering	Met halwe voering	Sonder voering	Met volle voering	Met halwe voering	Sonder voering	Met volle voering	Met halwe voering	Sonder voering	Met volle voering	Met halwe voering	Sonder voering
Met reguit romp	A B C	3,00 3,22 3,50	2,49 2,67 2,91	1,97 2,11 2,30	2,91 3,12 3,40	2,29 2,45 2,67	1,86 1,99 2,17	2,91 3,12 3,40	2,29 2,45 2,67	1,86 1,99 2,17	2,71 2,90 3,16	2,20 2,36 2,57	1,57 1,68 1,83
Met geklokte romp	A B C	3,55 3,80 4,14	2,91 3,12 3,40	2,49 2,67 2,91	3,35 3,59 3,91	2,71 2,90 3,16	2,29 2,45 2,67	3,35 3,59 3,91	2,71 2,90 3,16	2,29 2,45 2,67	3,23 3,46 3,77	2,60 2,78 3,03	2,20 2,36 2,57
Met ingerygde romp	A B C	3,55 3,80 4,14	2,91 3,12 3,40	2,49 2,67 2,91	3,35 3,59 3,91	2,71 2,90 3,16	2,29 2,45 2,67	3,35 3,59 3,91	2,71 2,90 3,16	2,29 2,45 2,67	3,23 3,46 3,77	2,60 2,78 3,03	2,20 2,36 2,57
Met plooi wat gemaak moet word	A B C	3,35 3,57 3,91	2,71 2,90 3,16	2,29 2,45 2,67	3,23 3,46 3,77	2,60 2,78 3,03	2,20 2,36 2,57	3,23 3,46 3,77	2,60 2,78 3,03	2,20 2,36 2,57	3,00 3,22 3,50	2,60 2,78 3,03	1,97 2,11 2,30
Romp waarvan die plooi reeds gemaak is	A B C	3,00 3,22 3,50	2,49 2,67 2,91	1,97 2,11 2,30	2,91 3,12 3,40	2,29 2,45 2,67	1,86 1,99 2,17	2,91 3,12 3,40	2,29 2,45 2,67	1,86 1,99 2,17	2,71 2,90 3,16	2,20 2,36 2,57	1,57 1,68 1,83
Prinses- en saktipe	A B C	2,91 3,12 3,40	2,71 2,90 3,16	1,86 1,99 2,17	2,71 2,90 3,16	2,29 2,45 2,67	1,77 1,90 2,06	2,71 2,90 3,16	2,29 2,45 2,67	1,77 1,90 2,06	2,50 2,67 2,91	2,50 2,67 2,91	1,45 1,55 1,69

Die tariewe wat in kolom A voorkom, moet betaal word met ingang van die datum van inwerkingtreding van hierdie Ooreenkom tot 31 Desember 1982; is die tariewe wat in kolom B voorkom, moet vanaf 1 Januarie 1983 tot 30 Junie 1983 betaal word, en daarna die tariewe wat in kolom C voorkom.

RECORD TO BE KEPT BY PRINCIPAL

Full address of contractor[illegible]

REGISTER WAT DEUR DIE PRINSIPAAL BYGEHOU MOET WORD

Volledige adres van aannemer

[illegible]

RECORD TO BE KEPT BY CONTRACTOR

Full address of principal.

[illegible]

REGISTER WAT DEUR DIE AANNEMER BYGEHOU MOET WORD

Volledige adres van prinsipaal

[illegible]

ANNEXURE F

MONTHLY RETURN BY PRINCIPAL

Full name of principal..... Full address of principal.....

To: The Secretary
Industrial Council for the Clothing Industry (Transvaal)
P.O. Box 5101
Johannesburg
2000

Outwork return for the month of 19.....

Full name and address of contractor	Details of the work completed during the last month		Amount paid
	Description	Quantity	
.....			
.....			

AANHANGSEL F

MAANDELIKSE OPGAWE DEUR PRINSIPAAL

Volle naam van prinsipaal Volledige adres van prinsipaal

Aan: Die Sekretaris
Nywerheidsraad vir die Klerasienywerheid (Transvaal)
Posbus 5101
Johannesburg
2000

Buitewerkopgawe vir die maand 19.....

Volle naam en adres van aannemer	Besonderhede van die werk wat gedurende die laaste maand voltooi is		Bedrag betaal
	Beskrywing	Hoeveelheid	
.....			
.....			

No. R. 2134

8 October 1982

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL.—AMENDMENT OF TRAINING FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1982, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1982, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the Amending Agreement.

S. P. BOTHA, Minister of Manpower.

No. R. 2134

8 Oktober 1982

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, TRANSVAAL.—WYSIGING VAN OPLEIDINGSFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1982 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1982 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(TRANSVAAL)****AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

and the

National Union of Clothing Workers (S.A.)

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

(being the parties to the Industrial Council for the Clothing Industry (Transvaal),

to amend the Training Fund Agreement published under Government Notice R. 1328 of 15 July 1977, as renewed by Government Notice R. 1618 of 8 August 1980 and as amended by Government Notice R. 602 of 26 March 1982.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Province of the Transvaal by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry.

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall apply on ly in respect of employees for whom wages are prescribed in clause 4 of the Main Agreement.

2. CLAUSE 4.—CLOTHING INDUSTRY TRAINING BOARD

Insert the following subclause after subclause (4):

"(5) Should any amount due in terms of this clause not be received by the Council by the seventh day after the due date in respect of which it is payable, the employer shall pay weekly interest on such amount or on such lesser amount as remains unpaid, calculated at the ruling prime overdraft rate plus 2 per cent per annum, divided by 52 or part thereof, from such seventh day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof."

Signed at Johannesburg, on behalf of the parties, this 1st day of June 1982.

M. FESTENSTEIN, Chairman.

A. SCHEEPERS, Vice-Chairman.

J. H. THOMAS, Secretary.

BYLAE**NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID
(TRANSVAAL)****OOREENKOMS**

ingevoelge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aange-
gaan tussen die

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

en die

National Union of Clothing Workers (S.A.)

(hierna die "werknemers" of die "vakverenigings" genoem), aan die
anderkant,

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid
(Transvaal),

om die Opleidingsfondsooreenkoms, gepubliseer by Goewermmentskennis-
gewing R. 1328 van 15 Julie 1977, soos hernieu by Goewermmentskennis-
gewing R. 1618 van 8 Augustus 1980 en soos gewysig by Goewermments-
kennisgewing R. 602 van 26 Maart 1982, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die provinsie Transvaal nagekom word
deur alle werkgewers wat lede van die werkgewersorganisasie is en by die
Klerasienywerheid betrokke is en deur alle werknemers wat lede van die
vakverenigings is en dié Nywerheid werksaam is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepas-
sing op werknemers vir wie lone in klousule 4 van die Hoofdooreenkoms
voorgeskrif word.

**2. KLOUSULE 4.—OPLEIDINGSRAAD VIR DIE KLERASIE-
NYWERHEID**

Voeg die volgende subklousule in na subklousule (4):

"(5) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is
nie teen die sewende dag na die vervaldatum waarop dit betaalbaar is deur
die Raad ontvang word nie, moet die werknemer weekliks rente op soda-
nige bedrag betaal of op sodanige kleiner bedrag as wat nog nie betaal is
nie, bereken teen die heersende primakoers vir oortrokke rekenings, plus 2
persent per jaar, gedeel deur 52 of gedeelte daarvan, vanaf sodanige
sewende dag tot die dag waarop betaling in kontant werklik deur die Raad
ontvang word: Met dien verstande dat die Raad betaling van sodanige rente
of gedeelte daarvan na goedgeken kan kwytsteld."

Namens die partye op hede die 1ste dag van Junie 1982 te Johannesburg
onderteken.

M. FESTENSTEIN, Voorsitter.

A. SCHEEPERS, Ondervoorsitter.

J. H. THOMAS, Sekretaris.

**MEMOIRS OF THE
BOTANICAL SURVEY OF
SOUTH AFRICA**

The memoirs are individual treatises usually of an
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**MEMOIRS VAN DIE
BOTANIESE OPNAME VAN
SUID-AFRIKA**

Die memoirs is individuele verhandelings, gewoon-
lik ekologies van aard, maar soms handel dit oor
taksonomiese of ekonomiese-plantkundige onder-
werpe. Nege-en-dertig nommers is reeds gepubliseer
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