

REPUBLIEK
VAN
SUID-AFRIKA



REPUBLIC
OF
SOUTH AFRICA

Staatskoerant Government Gazette

R0,80 Prys · Price
R0,08 Plus 10% BTW · VAT
R0,88 Verkoopprys · Selling price
Buitelands **R1,10** Other countries
Posvry · Post free

**Regulasiekoerant
Regulation Gazette**

No. 4802

*As 'n Nuusblad by die
Poskantoor Geregistreer
Registered at the Post Office
as a Newspaper*

Vol. 318

KAAPSTAD, 24 DESEMBER 1991
CAPE TOWN, DECEMBER

No. 13692

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 3149

24 December 1991

WET OP ARBEIDSVERHOUDINGE, 1956 KLERASIENYWERHEID, TRANSVAAL.— HOOFOOREENKOMS

Ek, Daniel Pieter Antonie Schutte, Adjunk-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 eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1991 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 4 (d), 7 (2) (n), 21, 22, 23 en 27 met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1991 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 gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

DANIEL PIETER ANTONIE SCHUTTE, Adjunk-Minister van Mannekrag

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

HOOFOOREENKOMS

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

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 3149

24 December 1991

LABOUR RELATIONS ACT, 1956 CLOTHING INDUSTRY, TRANSVAAL.— MAIN AGREEMENT

I, Daniel Pieter Antonie Schutte, Deputy 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 first Monday after the date of publication of this notice and for the period ending 31 December 1991, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; 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) (a), 2, 4 (d), 7 (2) (n), 21, 22, 23 and 27, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 December 1991, 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 areas specified in clause 1 of the said Agreement.

DANIEL PIETER ANTONIE SCHUTTE, Deputy Minister of Manpower

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

MAIN AGREEMENT

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

Transvaal Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Klerasiennywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en in dié Nywerheid werksaam is;

(b) in die provinsie Transvaal.

(2) Hierdie ooreenkoms is nie van toepassing op patroonmakers, patroongradeerders, voormanné en ambagsmanne wat meer as 15% meer as die minimum loon wat op hulle kategorie werk van toepassing is, verdien nie.

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 1991 of vir dié tydperk of tydperke wat hy vasstel.

3. WOORDOMSKRYWING**Algemene Omskrywings**

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;

"Kategorie A" 'n patroonmaker en/of -gradeerder;

"Kategorie B" 'n afmerker;

"Kategorie C" 'n werktuigkundige;

"Kategorie D" 'n uitsnyer, snyer en/of hersnyer, negatiefmaker, skermmaker (graveerder), skermdrukter en monstersnyer;

"Kategorie E" 'n naaimasjienwerker; 'n afwerker; 'n operateur van 'n ketelmasjien, omsluitsteekmasjien en/of naaimasjien; 'n fynhersteller; 'n borduurder; 'n borduurmasjienoperateur (behalwe 'n borduurmasjienbediener); 'n sierlaswerker; 'n kraleanwerker en/of handplooiër; 'n ryger; 'n fatsoeneerder; 'n saampasser; 'n nasiener; 'n parser van kledingstukke; 'n assistentskermmaker (graveerder); 'n assistentskermdrukter; 'n donkerkamerassistent; 'n meng- en filtreerbediener; 'n oond- en droogmaakbediener; 'n skermkontroleur; 'n skermvoorbereider; 'n aanstrykbediener en 'n versendpakker;

"Kategorie F" 'n assistenttoesighouer, 'n versendpakker, 'n fabrieksklerk en 'n magasynman;

"Kategorie G1" ander parsers nie elders in hierdie klousule vermeld nie; voorparser; parser van hemde, dasse, pajamas en ander nagklere, hoede, pette, onderklere, breidrag, voorskote, oorpakke en bloese sonder kant, borduurwerk, handgemaakte plooië; masjiendryfbandhegter; onderhoudsassistent; laagoplêer; gewone naaldwerker; bediener van 'n knoopoortrekmasjien, ritsluitmasjien en/of plooiemasjien; werknemer betrokke by die trubenisering van boordjies en/of perssnyer en fatsoeneerder met patroonplaat; algemene werker; applieksnyer; natrekker en/of merker en/of ramer; plooiwerker; en borduurmasjienbediener;

"Kategorie G2" alle werknemers geklassifiseer as G1, wat op 31 Desember 1987 gekwalifiseerd was, behalwe algemene werker, applieksnyer, natrekker en/of merker en/of ramer;

"Kategorie H1" 'n voorman;

"Kategorie H2" 'n toesighouer;;

"Kategorie H3" 'n ambagsman;

Transvaal Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), 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—

(a) 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 union and who are employed in that industry;

(b) in the Province of the Transvaal.

(2) The terms of this Agreement shall not apply to pattern makers, pattern graders, foremen and artisans earning in excess of 15% above the minimum wage applicable to their category of work.

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 1991, or for such period or periods as may be determined by him.

3. DEFINITIONS**General 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;

"Category A" means a pattern maker and/or grader;

"Category B" means a marker-in;

"Category C" means a mechanic;

"Category D" means a chopper-out, cutter and/or re-cutter, negative maker, screen maker (engraver), screen printer and sample cutter;

"Category E" means a sewing machinist; a finisher; an operator of a linking, overlocking and/or sewing machine; an invisible mender; an embroiderer; an embroidery machinist (other than embroidery machine minder); a fagotter; a beader and/or pleater by hand; a baster; a shaper; a fitter-up; a checker; a presser of garments; an assistant screen maker (engraver); an assistant screen printer; a dark-room assistant; a mixing and filtering operator; an oven and curing operator; a screen controller; a screen preparer; a squeezegee preparer and a despatch packer;

"Category F" means an assistant supervisor, a despatch clerk, factory clerk and storeman;

"Category G1" means other pressers not provided for elsewhere in this clause; an underpresser; a presser of shirts, ties, pyjamas and other nightwear, hats, caps, underwear, knitwear, aprons, overalls and blouses without lace, embroidery, tucks and handmade pleats; a machine belt fixer; a maintenance assistant; a layer-up; a plain sewer; an operator of a button covering, zip tacking and/or pleating machine; an employee engaged on the trubenizing of collars and/or a clicker and shaper by template; a general worker; an applique cutter; a tracer and/or marker and/or framer; a pleater and an embroidery machine minder;

"Category G2" means all employees classified as G1 who were qualified as at 31 December 1987, other than general worker, applique cutter, tracer and/or marker and/or framer;

"Category H1" means a foreman;

"Category H2" means a supervisor;

"Category H3" means an artisan;

"Kategorie H4" 'n arbeider, drywer van 'n bromponie en/of keteltoesighouer;

"Kategorie H5" 'n wag;

"Kategorie H6" 'n drywer van 'n ligte motorvoertuig;

"Kategorie H7" 'n drywer van 'n swaar motorvoertuig;

"Klerasiennywerheid" of "Nywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir doeleindes van kleremakery, die vervaardiging, ten volle of gedeeltelik, van alle klasse boklere en onderklere insluitende nagklere en beskermende klere, en alle klasse tweed- en linnehoede en pette vir mans en seuns, dasse, of enige prosesse daarby betrokke en die vervaardiging van alle klasse kledingstukke hierbo genoem op bestelling van enige Staatsdepartement, Transnet of plaaslike owerheid, maar sluit uit kleremakery op maat en die vervaardiging van klerasie uit pels of pelsvel;

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

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

"ondervinding" die totale tydperk of tydperke wat 'n werknemer in die Klerasiennywerheid 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 moet in elke dienskontrak geag word aaneenlopend te wees vanaf die tyd waarop die werknemer by sy werkgewer 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 moet 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 moet word die hele halfjaar in diens te gewees het: Voorts met dien verstande dat die proeftydperk van 'n werknemer ingevolge klousule 14 (1) (e) geag moet word ondervinding te wees slegs indien die dienskontrak bekragtig word: Voorts met dien verstande dat ondervinding in die Breinywerheid geag moet word ondervinding in die Klerasiennywerheid te wees;

"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;

"leerling", in die geval van 'n werknemer in klousule 4 (1) Kategorie A, B, en C bedoel, 'n werknemer met minder as nege halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) Kategorie D bedoel, 'n werknemer met minder as vyf halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) Kategorie E bedoel 'n werknemer met minder as vier halfjare ondervinding;

"hoë ouderdom" 60-jarige leeftyd;

"gewone werkure" 40 ure in enige week van 5 dae en in die geval van 'n wag 60 ure in enige week;

"permanente ongeskiktheid", soos gesertifiseer deur 'n mediese praktisyn, permanente ongeskiktheid vir verdere diens in die Klerasiennywerheid;

"persoonlike loon" die laaste loon wat deur die werkgewer betaal is wat hoër as die voorgeskrewe loon is en wat deur die Raad nagegaan is ingevolge klousule 19 van hierdie ooreenkoms, plus enige statutêre verhogings voorgeskryf kragtens hierdie Ooreenkoms sedert die datum van diensbeëindiging: Met dien verstande dat nie meer as die vier laaste verhogings in aanmerking geneem word om die persoonlike loon te bepaal nie: Met dien verstande voorts dat die persoonlike loon die grootste is van die minimum geldende voorgeskrewe loon en die loon betaalbaar op datum van diensbeëindiging in die geval van 'n werknemer wat langer as twee jaar nie in die Nywerheid in diens was nie;

"gekwalifiseerde werknemer", in die geval van 'n werknemer bedoel in klousule 4 (1) Kategorie A, B, en C, in die Bylae van klousule 4 (1), 'n werknemer wat nege of meer halfjare ondervinding het; in die geval van klousule 4 (1) Kategorie D, 'n werknemer wat vyf of meer halfjare ondervinding het; en in die geval van klousule 4 (1)

"Category H4" means a labourer, scooter driver and/or boiler attendant;

"Category H5" means a watchman;

"Category H6" means a driver of a light vehicle;

"Category H7" means a driver of a heavy vehicle;

"Clothing Industry" or "Industry" means the industry in which employers and their employees are associated for the purpose of dressmaking, the making either wholly or mainly of all classes of outer and undergarments including nightwear and protective garments, and all classes of men's and boys' tweed and linen hats and caps, ties, or any process incidental thereto, and the making of all classes of garments as aforesaid to the order of any Government department, Transnet or any local authority, but excludes bespoke tailoring and the manufacture of wearing apparel made from furs and 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;

"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 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 experience in the Knitting Industry shall be regarded as experience in the Clothing Industry;

"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 of ordinary hours of work per week prescribed for an employee of his class;

"learner", in the case of an employee referred to in clause 4 (1) Category A, B and C, means an employee who has less than nine half-years' experience; in the case of an employee referred to in clause 4 (1) Category D, an employee who has less than five half-years' experience and in the case of an employee referred to in clause 4 (1) Category E, an employee who has less than four half-years' experience;

"old age" means 60 years of age;

"ordinary hours of work" means a 40 hour week of five days, and 60 hours in any one week in respect of a watchman;

"permanent disability", as certified by a medical practitioner, means being permanently unfit for further employment in the Clothing Industry;

"personal wage" means the last wage paid by the employer which is higher than the prescribed wage and which is checked by the Council, in terms of clause 19 of the Agreement, plus any statutory increases prescribed in terms of this Agreement since date of termination of employment: Provided that not more than the four most recent increases shall be taken into account in determining the personal wage: Provided further that where an employee has not been employed in the Industry for more than two years, the personal wage shall be the greater of the minimum currently prescribed and the last wage paid on termination of employment;

"qualified employee", in the case of an employee referred to in clause 4 (1) Categories A, B and C, in the Schedule to clause 4 (1), means an employee who has nine or more half-years' experience; in the case of clause 4 (1) Category D, an employee who has five or

Kategorie E, 'n werknemer wat vier of meer halfjare ondervinding het;

"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 besigheidsvereistes, bv. 'n tekort aan materiaal of bestellings of die noodsaaklikheid van voorraadopname;

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

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

"loon" die gedeelte van die besoldiging, uitgesonderd 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;

"week" 'n tydperk van vyf werkdag;

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

"beroep" die poste wat gelys en soos volg beskryf is:

"appliekknipper" 'n werknemer wat die los rande van stukke materiaal wat op kledingstukke of dele van kledingstukke geborduurd 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 van klein herstelwerkies aan of opknapping van geboue en uitgesonderd 'n masjiendryfbandhegter en onderhoudsassistent in klousule 4 (1) Kategorie G1 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 ambagsmanstatus 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;

"assistent-toesighouer" 'n werknemer wat 'n toesighouer bystaan by die uitvoering van haar pligte;

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

"keteltoesighouer" 'n werknemer wat, onder algemene toesig, die watervlakke en stoomdruk in 'n stoomketel beheer en wat die vuur maak en beheer in so 'n stoomketel en die as verwyder;

"nasiener" 'n werknemer wat onvoltooide of voltooide kledingstukke of dele daarvan vir foute nagaan;

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

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

"snyer" 'n werknemer wat, met die hulp van 'n enkele patroon, dele van gebreide kledingstukke uit een of meer lae lyfieri-stukke met die hand of 'n masjien uitsny;

"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 bymeekaarmaak, 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;

more half-years' experience and in the case of clause 4 (1) Category E, an employee who has four or more half-years' experience;

"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;

"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;

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

"week" means a period of five working days;

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

"occupations" means the jobs listed and described as follows:

"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) Category G1 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;

"assistant supervisor" means an employee who assists a supervisor in the performance of his duties;

"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;

"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 a boiler and who removes ashes;

"checker" means an employee who examines the incompleting and/or completed garments for flaws;

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

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

"cutter" means an employee who, with the aid of a single pattern, cuts by hand or machine parts of knitted garments from one or more layers of body blanks;

"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;

"drywer van 'n ligte motorvoertuig" 'n werknemer in besit van 'n kode agt-lisensie wat 'n voertuig bestuur met 'n bruto massa van hoogstens 2 000 kg;

"drywer van 'n swaar motorvoertuig" 'n werknemer in besit van 'n kode tien-lisensie wat 'n voertuig bestuur met 'n bruto massa van meer as 2 000 kg;

"borduurder" beteken 'n werknemer wat 'n enkelkopborduurmasjien bedien wat 'n voorafbepaalde ontwerp aanbring met behulp van 'n raam en 'n skets;

"borduurmasjienwerker" 'n werknemer wat 'n borduurmasjien bedien en wat garing deurryg, spanning verstel, werk onder naalde nasien en/of ondersoek, behalwe 'n meerkopmasjienbediener;

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

"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; sybelegsels 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 die 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, bv. garing met die hand of masjien afknip en/of kolle of merke van materiaal of kledingstukke verwyder; vou; sorteer; vasspeld van voltooid kledingstukke; stempeling; merk; halsfatsoenering met die hand of masjien; patentomdoopwerk; met die hand sny of enige afknipwerk (nie stukgoedere) tot 'n gegewe lengte of fatsoen; invoer in of uithaal uit 'n outomatiese roller of vormparsmasjien; uittrek van ryggrade, inseping; omdop van moue of broeke; met patroonplaat merk en in fatsoen sny, behalwe die werk verrig deur 'n fatsoeneerder met patroonplaat; merk van toisels; etikettering met behulp van 'n masjien, uitgesonderd 'n masjien wat naald en garing gebruik; maak van tee of soortgelyke drankie; dra van klerasie of dele van klerasie van een plek na 'n ander binne 'n bedryfsinrigting; as bode optree; vee van vloere;

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

"arbeider" 'n werknemer wat een of meer van die volgende werksaamhede uitvoer: skoonmaak van perseel; oplaai of aflaai van goedere; dra en/of opstapel van goedere; verwydering van vullis;

"laagoplêr" '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;

"ketelmasjienbediener" 'n werknemer wat 'n ketelmasjien bedien om dele van 'n volgefattoeneerde kledingstuk aan mekaar te voeg;

"masjiendryfbandhegter" 'n werknemer wat 'n leerband meet en 'n band met behulp van 'n tang aan 'n naaimasjien aanbring;

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

"onderhoudsassistent" 'n werknemer wat naaimasjiene olie, smeer en skoonmaak en wat verstellings kan doen of onderdele

"driver of a light vehicle" means an employee who has a code eight licence and drives a vehicle with a gross vehicle mass of less than 2 000 kg;

"driver of a heavy vehicle" means an employee who has a code ten licence and drives a vehicle with a gross vehicle mass of more than 2 000 kg;

"embroiderer" means an employee who operates a single head machine and who, by means of tracing and a frame, makes a pre-determined logo;

"embroidery machinist" means an employee who operates an embroidery machine and who threads up, adjusts tension, checks and/or examines work under needles excluding a multihead machine operator;

"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;

"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 or 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; acting as messenger; sweeping of floors;

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

"labourer" means an employee engaged in one or more of the following operations: Cleaning premises; loading or unloading goods; carrying and/or stacking goods; removing refuse;

"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;

"linker" means an employee engaged in operating a linking machine used for the purpose of joining parts of a fully-fashioned garment;

"machine belt fixer" means an employee who measures a leather belt and by means of a pair of pliers fits a belt to a sewing machine;

"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

vervang van naaimasjiene of ander uitrusting wat regstreeks by die vervaardiging van die produkte van die bedryfsinrigting gebruik word, soos byvoorbeeld kettinghake, voetstukke, voerstywe, naaldplate, spanningkontroles, spanvere, drukvoete, drukvoethefbome, skoentjies van grendelbalkie- en knooppaanwerkmasjiene, en lusvormers op masjiene; en/of die volgende werksaamhede uitvoer: skoonmaak van toerusting, masjinerie, voertuie, gereedskap, gebruiksaartikels of ander artikels behalwe kledingstukke;

“afmerker” ’n werknemer wat patrone of kledingstof of ander materiaal afmerk, asook ’n werknemer wat die prototipe merkers maak;

“werktuigkundige” ’n werknemer (uitgesonderd ’n ambagsman, masjienbandbevestiger en/of onderhoudsassistent) 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;

“omsluitbenater” ’n werknemer wat ’n naaimasjiene bedien wat met een of meer naalde en garing die rand van materiaal omlap;

“patroongradeerder” ’n werknemer wat patrone volgens verskillende grootte gradeer en bykomstige patrone volgens ’n hoofpatroon maak;

“patroonmaker” ’n werknemer wat patrone ontwerp en maak maar sluit ’n ontwerper wat slegs hoofpatrone maak, uit;

“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 opstop; houbande vaswerk; randhoubande vaswerk en bykomstige naaldwerkies doen; knope aanwerk; some van voerings of nate daarvan wat reeds vasgery is, platstik; omboorsels platstik; hanglussies maak en aanwerk; seildoekvoerings maak; rygwerk en alle ander handnaaldwerk wat nie elders gespesifiseer word nie;

“plooiwerker” ’n werknemer wat een of meer van die volgende werksaamhede uitvoer: Voer van materiaal en papier deur ’n outomatiese plooiemasjiene; materiaal tussen kartonvorms plaas en/of voorberei vir stoomkas in hand- of vormplooingsprosesse; verwyder van materiaal uit vorms in hand- of vormplooingsprosesse;

“parser” ’n werknemer wat ’n parsmasjiene bedien om voltooide kledingstukke te pers;

“hersnyer” ’n werknemer wat materiaal uitsny en/of afmerk om beskadigde of vermiste dele van ’n kledingstuk te vervang;

“monstermasjiener” ’n werknemer wat prototipekledingstukke volledig met ’n masjiene maak maar nie patente masjienerwerk doen nie;

“bromponiedrywer” ’n drywer van ’n drie- of tweewielmotorvoertuig wat vir die aflewering van goedere gebruik word;

“monstersnyer” ’n werknemer wat kledingstukmonsters of dele daarvan afmerk en uitsny waar die gewone afmerkvaardighede nie vereis word nie;

“naaimasjiener” ’n werknemer wat ’n naaimasjiene bedien wat ’n naald en gare gebruik;

“fatsoeneerder” ’n werknemer wat ontwerpe van lapelle en krae van baadjies met die hand fatsoeneer voordat die voerings vooropgery word, maar omvat dit nie ook uitsny met die hand nie;

“fatsoeneerder volgens patroonplaat” ’n werknemer, uitgesonderd ’n “fatsoeneerder”, wat krae, lapelle en/of die voorpante van baadjies en/of jasse vir dames, mans en kinders volgens ’n patroonplaat afmerk en dan sny;

“magasynman” ’n werknemer wat in die algemene beheer is van voorrade en/of voltooide goedere en wat verantwoordelik is vir die ontvangs, berging, pak of uitpak van goedere in ’n magasyn of

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 and/or is engaged in the cleaning of plant, machines, vehicles, tools, utensils or articles other than garments;

“marker-in” means an employee who is engaged on marking-in patterns on cloth or any material, and includes an employee who makes the prototype markers;

“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;

“overlocker” means an employee operating a sewing machine with one or more needles and thread which serges the edge of fabrics;

“pattern grader” means an employee who grades patterns to various sizes and makes ancillary patterns to a master pattern;

“pattern maker” means an employee engaged in designing and making patterns, but excludes a designer who makes only master patterns;

“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 parts thereof; fastening catches in tops of trousers and various odds and ends of sewing; felling necks, shoulders or armholes of waistcoats; paddling collars or lapels; putting on brides; fastening edgestraps 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;

“pleater” means an employee engaged in one or more of the following operations: Guiding material and paper through an automatic pleating machine; putting material between cardboard moulds and/or preparing for steam box in hand or mould pleating process; taking materials out of moulds in hand or mould pleating process;

“presser of garments” means an employee who operates a pressing machine and presses a finished garment;

“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;

“sample cutter” means an employee engaged in marking-in and cutting out garment samples or parts thereof where the conventional marking-in skill is not required;

“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;

“storeman” means an employee who is in general charge of stores and/or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse and/or

voorraadstoor en/of die aflewering van goedere van 'n magasyn of voorraadstoor na die verbruiksdepartemente in 'n bedryfsinrigting of vir versending;

"toesighouer" 'n werknemer wat onder toesig daarvoor verantwoordelik is dat die werknemers of 'n seksie van die werknemers in 'n bedryfsinrigting hul werksaamhede op 'n doeglike wyse verrig, maar omvat dit nie ook 'n assistent-toesighouer nie;

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

"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;

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

"werk (saamheid)" alle klerevervaardigingswerksaamhede, insluitende die volgende:

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

"sierlaswerk" 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;

"merk" die plekke vir sakke, knope, knoopsgate, lussies, drukknoppe, pylinate, some en omslae en diesmeer merk voordat verdere werksaamhede verrig word;

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

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

"halsfatsoenering" die vorm van halse van hemde en onderklere merk en/of uitknip;

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

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

Skermdrukwerksaamhede

(1) Werknemers Kategorie 4D

"negatiefmaker" 'n werknemer wat as deel van die voorbereiding van skerms vir skermdrukwerk, fotonegatiewe voorberei, kleure in 'n ontwerp skei en herhaaldelik op helder filmpaat met presiese verwysingsmerke verf;

"skermmaker (graveerder)" 'n werknemer wat skerms graveer en verhard;

"skermdrukker" 'n werknemer wat die volgende werksaamhede verrig—

(a) 'n skermdrukmasjien bedien;

(b) skerms rangskik in die volgorde waarin die kleure op kledestof gedruk moet word;

(c) skerms haaks maak en toets sodat hulle volgens die hoofvoeler pas;

(d) aanstrykers uitsoek wat die nodige deurdringing en skerpte lewer vir 'n gehalte afdruk, met inagneming van die tekstuur van die kledestof;

(e) kleure in die korrekte volgorde rangskik om seker te maak dat die kleursamestelling ooreenkom met die hoofvoeler en die kleurkaart;

delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

"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 an establishment, but does not include an assistant supervisor;

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

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

"operations" means all clothing manufacturing operations including those defined below:

"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;

"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 on the other side;

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

"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;

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

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

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

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

Screen Printing Operations

(1) Category 4D employees

"negative maker" means an employee who prepares photographic negatives, separates colours in a design, paints onto clear film sheet in repeat with exact reference marks, as part of the preparation of screens for screen printing;

"screen maker (engraver)" means an employee who engraves and cures screens;

"screen printer" means an employee engaged in—

(a) operating a screen printing machine;

(b) setting up screens in sequence of colour to be printed on fabric;

(c) squaring off and testing that screens fit according to master feeler;

(d) selecting squeegees to give the penetration and definition required for a quality print, bearing in mind the texture of the fabric;

(e) positioning colours in correct sequence to ensure that colour combination matches the master feeler and colour card;

- (f) die basiese klee dstowwe nagaan om seker te maak dat die regkant en kwaliteit korrek is;
- (g) toesig oor die werksaamhede van die kleurwerper hou;
- (h) toesig oor die hantering van skerms na en vanaf die wasboeg hou;
- (i) skerms van die wasboeg ondersoek om seker te maak dat hulle in 'n bevredigende toestand is;
- (j) toetse uitvoer vir foute.

(2) Werknemers Kategorie 4E

"assistent-skermmaker (graveerder)" 'n werknemer wat 'n skerm-maker (graveerder) help;

"assistent-skermdrukter" 'n werknemer wat 'n skermdrukter help en wat met die hand kan skermdruk;

"donkerkamerassistent" 'n werknemer wat fotopositiewe maak van helder plate ontwerpkleure en positiewe masker vir herhalingsdoeleindes;

"meng- en filtreerbediener" 'n werknemer wat die volgende werksaamhede verrig—

- (a) dromme wat van drukmasjiene af teruggestuur word, skoonmaak en voorberei;
- (b) menguitrusting skoonmaak;
- (c) seker maak dat kleurstof en hulpmiddels deeglik gemeng en gemengel is;
- (d) gemengde kleurstof filtreer;
- (e) dromme vanaf mengers na filtreermasjiene hanteer;
- (f) dophou dat menguitrusting behoorlik werk;
- (g) 'n snelroertoestel bedien;
- (h) 'n kuipwasser bedien;
- (i) soliede of vreemde voorwerpe uit drukpasta verwyder;
- (j) skoon dromme aan kleurmengers verskaf;
- (k) uitkenningsetikette na dromme kleurstof oorbring;

"oond- en droogmaakbediener" 'n werknemer wat dele van kledingstukke na die drukwerksaamheid droog maak;

"skermkontroleur" 'n werknemer wat die volgende werksaamhede verrig—

- (a) maskeerband aanwend wat ingestel is vir outomatiese drukmasjiene;
- (b) nagaan vir foute en foute regstel;
- (c) verstoppings deur middel van 'n hoëdrukspuit verwyder;
- (d) oop motiefspeldegatjies met verf inkleur;
- (e) maskers verf en toetsdrukproewe maak;
- (f) skerms in 'n rak plaas gereed vir gebruik;
- (g) ent-ringe in rotasieskerms insit;
- (h) skerms retoesjeer;

"skermbereider" 'n werknemer wat die volgende werksaamhede verrig—

- (a) skerms bestryk;
- (b) gaas aan rame sit;
- (c) 'n rekmasjiene bedien;
- (d) skerms in kondisioneerkamer plaas;
- (e) skermrame voorberei en nagaan;
- (f) ghries van skerms verwyder;

"aanstrykerbereider" 'n werknemer wat aanstrykers maak en voorberei.

4. LONE

(1) Behoudens subklousules 2 (a), 2 (b), (3), (5) en (6) van hierdie klousule is minstens die volgende weeklikse minimum lone betaalbaar aan die volgende kategorieë werknemers vanaf die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms en op elke betaaldag daarna: Met dien verstande dat leerlinge wie se verhoogde ondervinding soos op 30 Junie 1991 hulle geregtig maak op 'n hoër loon ingevolge die tabel hieronder, die verhoogde loon betaal word vanaf die eerste betaaldag in Julie 1991 en daarna.

- (f) checking the base fabrics to ensure correct face and quality;
- (g) supervising the operations of the colour thrower;
- (h) supervising the handling of screens to and from wash bays;

(i) examining screens from wash bays to ensure that they are in a satisfactory condition;

(j) carrying out checks for faults;

(2) Category 4E employees

"assistant screen maker (engraver)" means an employee who assists a screen maker (engraver);

"assistant screen printer" means an employee who assists in screen printing and who may screen print by hand;

"dark-room assistant" means an employee who makes photographic positives of clear sheets of design colours and masks positives for repeat;

"mixing and filtering operator" means an employee engaged in—

- (a) cleaning and preparing drums returned from printing machines;
- (b) cleaning mixing equipment;
- (c) ensuring thorough mixing and blending of dyes and auxiliaries;
- (d) filtering mixed dyes;
- (e) handling drums from mixers to filter machines;
- (f) watching for malfunctions in mixing equipment;
- (g) operating a high-speed stirrer;
- (h) operating a tub washer;
- (i) removing solid or foreign articles from print paste;
- (j) supplying clean drums to colour weighers;
- (k) transferring identifying labels to drums of dye;

"oven and curing operator" means an employee engaged in drying and curing parts of garments after the printing operation;

"screen controller" means an employee engaged in—

- (a) applying masking tape set for automatic printing machine;
- (b) checking for faults and rectifying same;
- (c) clearing blockages by means of a high pressure gun;
- (d) painting in any open motif pinholes;
- (e) painting in masking and making trial print proof;
- (f) placing screens in the rack ready for use;
- (g) putting end rings into rotary screens;
- (h) retouching screens;

"screen preparer" means an employee engaged in—

- (a) coating screens;
- (b) fitting gauze to frames;
- (c) operating a stretching machine;
- (d) placing screens in conditioning chamber;
- (e) preparing and checking screen frames;
- (f) removing grease from screens;

"squeegee preparer" means an employee who makes and prepares squeegees.

4. WAGES

(1) Subject to the provisions of subclauses (2) (a), (2) (b), (3), (5) and (6) of this clause, not less than the following weekly minimum wages shall be paid to the undermentioned categories of employees from the first pay-day after the coming into operation of this Agreement and on each pay-day thereafter: Provided that learners whose increased experience as at 30 June 1991 entitles them to a higher wage in terms of the table below shall be paid the increased wage from the first pay-day in July 1991 onwards.

K A T G	BEROEP	GE- KWALIFI- SEERD	9DE ½ JAAR OND.	8DE ½ JAAR OND.	7DE ½ JAAR OND.	6DE ½ JAAR OND.	5DE ½ JAAR OND.	4DE ½ JAAR OND.	3DE ½ JAAR OND.	2DE ½ JAAR OND.	1STE ½ JAAR OND.
		P/WEEK	P/WEEK	P/WEEK	P/WEEK	P/WEEK	P/WEEK	P/WEEK	P/WEEK	P/WEEK	P/WEEK
		R	R	R	R	R	R	R	R	R	R
A	PATROONMAKER EN/OF GRADEERDER	336,73	312,25	287,77	263,29	238,81	214,32	189,84	165,36	140,88	116,40
B	AFMERKER	279,27	261,17	243,08	224,98	206,88	188,79	170,69	152,59	134,50	116,40
C	WERKTUIGKUNDIGE	272,25	254,93	237,62	220,30	202,98	185,67	168,35	151,03	133,72	116,40
D	UITSNYER, SNYER, EN/OF HERSNYER, NEGATIEFMAKER SKERMMAKER (GRAVEERDER), SKERMDRUKKER, MONSTER-SNYER	202,76	Q	Q	Q	Q	185,49	168,22	150,94	133,67	116,40
E	NAAIMASJENWERKER, AFWERKER, BEDIENER VAN 'N KETELMASJEN, OMSLUIT-STEELMASJEN, FYNHERSTELLER, BORDUURDER, BORDUURMASJENOPERATEUR (behalwe 'n borduurmasjienbediener); SIERLASWERKER, KRALEAANWERKER EN/OF HANDPLOOIER, RYGER, FATSOENEERDER, SAAMPASSER, NASIENER, PARSER VAN KLEDINGSTUKKE, ASSISTENTSKERMMAKER (GRAVEERDER) ASSISTENTSKERMDRUKKER, DONKERKAMERASSISTENT, MENG- EN FILTREERBEDIENER, OOND- EN DROOGMAAKBEDIENER, SKERMKONTROLEUR, SKERMVOORBEREIDER, AANSTRYKBEDIENER EN 'N VERSENDPAKKER	170,00	Q	Q	Q	Q	Q	156,60	143,20	129,80	116,40
F	ASSISTENT-TOESIGHOUER, VERSENDPAKKER, FABRIEKSKLERK, MAGASYNMAN	208,26	Q	Q	Q	Q	Q	195,51	182,75	170,00	116,40
G1	ANDER PARSERS NIE ELDERS VERMELD NIE, VOORPARSER, PARSER VAN HEMDE, DASSE, PAJAMAS EN ANDER NAGKLERE, HOEDE, PETTE, ONDERKLERE, BREIDRAG, VOORSKOTE, OORPAKKE EN BLOESE SONDER KANT, BORDUURWERK, HANGEMAAKTE PLOOIE, MASJIENDRYFBANDHEGTER, ONDERHOUDSASSISTENT, LAAG-OPLEER, GEWONE NAALDWERKER, OPERATEUR VAN 'N KNOOPORTREK-MASJEN, RITSSLUITMASJEN EN/OF PLOOI-MASJEN, WERKNEMER BETROKKE BY DIE TURBENISERING VAN BOORDJIES EN/OF PERSSNYER EN FATSOENEERDER MET PATROONPLAAT, ALGEMENE WERKER, APPLIEKSNYER, NATREKKER EN/OF MERKER EN/OF RAMER, PLOOIWERKER, BORDUURMASJENBEDIENER	137,60	Q	Q	Q	Q	Q	132,30	127,00	121,70	116,40
G2	ALLE WERKNEMERS GEKWALIFISEER AS G1, WAT OP 31/12/1987 GEKWALIFISEERD WAS, BEHALWE ALGEMENE WERKER, APPLIEKSNYER, NATREKKER EN/OF MERKER EN/OF RAMER	140,80									
H1	VOORMAN	463,00									
H2	TOESIGHOUER	250,73									
H3	AMBAGSMAN	524,04									
H4	ARBEIDER, DRYWER VAN 'N BROMPONIE, KETELTOESIGHOUER	156,60									
H5	WAG	186,40									
H6	DRYWER VAN 'N LIGTE MOTORVOERTUIG	183,60									
H7	DRYWER VAN 'N SWAAR MOTORVOERTUIG	196,56									
*	MONSTERMASJENWERKER	195,50									

* Monstermasjienwerker. Enige werknemer van wie verwag word om die werksaamhede van 'n monstermasjienwerker uit te voer, moet terwyl sodanige werk uitgevoer word, bykomend tot die loon van 'n gekwalifiseerde naaimasjienwerker, 'n addisionele bedrag gelykstaande met 15 persent van sodanige gekwalifiseerde loon betaal word. Met dien verstande dat sodanige addisionele bedrag nie onderhewig is aan die bepalings van klousule 4 (2) (a) van hierdie Ooreenkoms nie.

C A T	DESCRIPTION OF OCCUPATION	QUALI- FIED	9TH ½ YEAR EXP.	8TH ½ YEAR EXP.	7TH ½ YEAR EXP.	6TH ½ YEAR EXP.	5TH ½ YEAR EXP.	4TH ½ YEAR EXP.	3RD ½ YEAR EXP.	2ND ½ YEAR EXP.	1ST ½ YEAR EXP.
		P/WEEK	P/WEEK	P/WEEK	P/WEEK	P/WEEK	P/WEEK	P/WEEK	P/WEEK	P/WEEK	P/WEEK
		R	R	R	R	R	R	R	R	R	R
A	PATTERN MAKING AND/OR GRADING	336,73	312,25	287,77	263,29	238,81	214,32	189,84	165,36	140,88	116,40
B	MARKER-IN	279,27	261,17	243,08	224,98	206,88	188,79	170,69	152,59	134,50	116,40
C	MECHANIC	272,25	254,93	237,62	220,30	202,98	185,67	168,35	151,03	133,72	116,40
D	CHOPPER OUT, CUTTER AND/OR RE- CUTTER, NEGATIVE MAKER, SCREEN MAKER (ENGRAVER), SCREEN PRINTER, SAMPLE CUTTER	202,76	Q	Q	Q	Q	185,49	168,22	150,94	133,67	116,40
E	SEWING MACHINIST, FINISHER, OPERATOR OF A LINKING, OVERLOCKING AND/OR SEWING MACHINE, INVISIBLE MENDER, EM- BROIDERER, EMBROIDERY MACHINIST (other than embroidery machine minder), FAGOT- TER, BEADER AND/OR PLEATER BY HAND, BASTER, SHAPER, FITTER UP; CHECKER, PRESSER OF GARMENTS, ASSISTANT SCREEN MAKER (ENGRAVER), ASSISTANT SCREEN PRINTER, DARK-ROOM ASSISTANT, MIXING AND FILTERING OPERATOR, OVEN AND CURING OPERATOR, SCREEN CON- TROLLER, SCREEN PREPARER, SQUEEGEE PREPARER AND DISPATCH PACKER	170,00	Q	Q	Q	Q	Q	156,60	143,20	129,80	116,40
F	ASSISTANT SUPERVISOR, DESPATCH CLERK, FACTORY CLERK, STOREMAN	208,26	Q	Q	Q	Q	Q	195,51	182,75	170,00	116,40
G1	OTHER PRESSERS, NOT PROVIDED FOR ELSEWHERE, UNDERPRESSER, PRESSER OF SHIRTS, TIES, PYJAMAS AND OTHER NIGHT- WEAR, HATS, CAPS, UNDERWEAR, KNIT- WEAR, APRONS, OVERALLS AND BLOUSES WITHOUT LACE, EMBROIDERY, TUCKS AND HANDMADE PLEATS, MACHINE BELT FIXER, MAINTENANCE ASSISTANT, LAYER- UP, PLAIN SEWER, OPERATOR OF A BUTTON COVERING, ZIP TACKING AND/OR PLEAT- ING MACHINE, EMPLOYEE ENGAGED ON THE TRUBENIZING OF COLLARS AND/OR CLICKER AND SHAPER BY TEMPLATE, GEN- ERAL WORKER, APPLIQUE CUTTER, TRACER AND/OR MARKER AND/OR FRAMER, PLEATER, EMBROIDERY MA- CHINE MINDER	137,60	Q	Q	Q	Q	Q	132,30	127,00	121,70	116,40
G2	ALL EMPLOYEES CLASSIFIED IN G1 WHO WERE QUALIFIED AS AT 31/12/1987 OTHER THAN GENERAL WORKER, APPLIQUE CUT- TER, TRACER AND/OR MARKER AND/OR FRAMER	140,80									
H1	FOREMAN	463,00									
H2	SUPERVISOR	250,73									
H3	ARTISAN	524,04									
H4	LABOURER, SCOOTER DRIVER AND/OR BOILER ATTENDANT	156,60									
H5	WATCHMAN	186,40									
H6	DRIVER (LIGHT MOTOR VEHICLE)	183,60									
H7	DRIVER (HEAVY MOTOR VEHICLE)	196,56									
*	SAMPLE MACHINIST	195,50									

* Sample machinist. Any employee when called upon to perform the duties of a sample machinist shall, while so employed, in addition to the qualified wage for a sewing machinist as provided for in this clause, be paid 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.

(2) (a) Behalwe soos bepaal in subklousule (1), (2) (d) en (3) van hierdie klousule, mag niks in hierdie Ooreenkoms veroorsaak dat die persoonlike loon van 'n werknemer verminder word nie.

(b) Nieteenstaande die bepalings van subklousule (1) van hierdie klousule is 'n werknemer, uitgesonderd 'n leerling, wat op sy laaste werkdag in 1990 geregtig was op 'n loon wat hoër is as die loon in kolom 1 hieronder vir sy kategorie werk, geregtig op die verhoging in kolom 2 hieronder gemeld op die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms en op elke betaaldag daarna:

Kategorie	Kolom 1	Kolom 2
	R	R
A	287,80	48,93
B	238,70	40,57
C	232,70	39,52
D	173,30	29,46
E	142,00	28,00
F	178,00	30,26
G1	113,00	24,60
G2	117,30	23,50
H1	402,50	60,50
H2	214,30	36,43
H3	447,90	76,14
H4	130,70	25,90
H5	158,40	28,00
H6	155,60	28,00
H7	168,00	28,56
Monstermasjienwerker	163,30	28,00

(2) (a) Save as provided in subclauses (1), (2) (d) and (3) of this clause, nothing in this Agreement shall operate to reduce the personal wage of an employee.

(b) Notwithstanding the provisions of subclause (1) of this clause, an employee, other than a learner, who on his last day of work in 1990 was entitled to a weekly wage in excess of the wage reflected in column 1 below for that employee's category of work, shall be entitled to receive from his employer the increase reflected in column 2 below on the first pay-day after the coming into operation of this Agreement and on each pay-day thereafter:

Category	Column 1	Column 2
	R	R
A	287,80	48,93
B	238,70	40,57
C	232,70	39,52
D	173,30	29,46
E	142,00	28,00
F	178,00	30,26
G1	113,00	24,60
G2	117,30	23,50
H1	402,50	60,50
H2	214,30	36,43
H3	447,90	76,14
H4	130,70	25,90
H5	158,40	28,00
H6	155,60	28,00
H7	168,00	28,56
Sample machinist	163,30	28,00

(c) Die bepalings van subklousule (2) (b) is nie van toepassing op 'n werknemer wat meer as twee maal die loon in kategorie B verdien nie.

(d) Nieteenstaande die bepalings van subklousule (2) (a) van hierdie klousule en onderhewig aan die minimum lone voorgeskryf in hierdie klousule, word die loon waarop ooreengekom is tussen 'n werkgewer en 'n nuwe werknemer die loon wat betaalbaar is: Met dien verstande dat ingeval so 'n loon minder is as die persoonlike loon soos omskryf in klousule 3, so 'n loon onderhewig is aan die skriftelike goedkeuring van die vakvereniging binne 30 dae vanaf indiensneming en indien nie goedgekeur, is die persoonlike loon die loon wat betaalbaar is.

(3) Ondanks die omskrywing van "ondervinding" moet daar soos volg gehandel word met 'n werknemer wat van een beroep oorgeplaas word na 'n ander beroep waarvoor daar 'n hoër gekwalifiseerde loon voorgeskryf word:

(a) Indien 'n werknemer wat na die beroep van masjienwerker oorgeplaas word reeds ses maande ondervinding of meer opgedoen het, moet hy met ses maande ondervinding gekrediteer word en afgesien van die loon wat voorheen aan hom betaal is, moet hy 'n loon ontvang in ooreenstemming met sy gekrediteerde ondervinding plus sy werklike ondervinding as masjienwerker.

(b) Indien 'n werknemer wat 'n uitsnyer is oorgeplaas word na die klas van afmerker, moet hy gekrediteer word met werklike ondervinding as 'n uitsnyer maar met slegs vyf halfjaar. Indien hy meer as vyf halfjaar ondervinding as 'n uitsnyer gehad het, moet hy steeds die loon ontvang wat as uitsnyer aan hom betaal was of die loon ooreenkomstig sy gekrediteerde plus sy werklike ondervinding as afmerker, naamlik die hoogste loon.

(c) In alle ander gevalle van 'n oorpasing wat nie onder (a) en (b) hierbo bespreek is nie, moet daar beskou word dat die werknemer geen ondervinding het nie maar moet die werknemer steeds die loon ontvang wat voor die oorpasing aan hom betaal is, tot tyd en wyl hy daarop geregtig is om 'n verhoging te ontvang ooreenkomstig die ondervinding wat hy in sy nuwe beroep opgedoen het.

(d) Indien 'n werknemer na sy vorige beroep terugverplaas word, moet hy weer die loon ontvang wat in daardie beroep volgens sy ondervinding aan hom betaal of verskuldig is.

(e) 'n Gekwalifiseerde naaimasjienwerker wat oorgeplaas word na die assistent-toesighouer kategorie, word met ses maande ondervinding as assistent-toesighouer gekrediteer en is geregtig op 'n loon in ooreenstemming met die gekrediteerde en werklike ondervinding in daardie kategorie.

(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 aan hom betaal

(c) The provisions of subclause (2) (b) shall not be applicable to an employee earning more than two times the wage in Category B.

(d) Notwithstanding the provisions of subclause (2) (a) of this clause and subject to the minimum wages prescribed in this clause, the wage agreed to between an employer and a new employee shall become the wage payable: Provided that where such wage is less than the personal wage as defined in clause 3, such wage shall be subject to the approval of the trade union in writing within 30 days of engagement, failing which the wage payable shall revert to the personal wage.

(3) Notwithstanding the definition of "experience", an employee who is transferred from any occupation to an occupation for which a higher qualified wage is prescribed, shall be dealt with as follows:

(a) An employee transferred to the machinist occupation shall, if such employee has already completed six months' experience or more, be credited with six months' experience, and irrespective of the wage previously paid to him, he shall be paid a wage in accordance with his credited plus his actual experience as a machinist.

(b) If an employee who is a chopper-out is transferred to the class of marker-in, he shall be credited with actual experience as a chopper-out but with only five half-years. If his experience as a chopper-out exceeds five half-years, he shall continue to receive the wage paid as a chopper-out or the wage according to his credited plus actual experience as a marker-in, whichever is the higher.

(c) In every other case of a transfer, not dealt with in (a) and (b) above, the employee shall be regarded as having no experience but shall continue to receive the wage he received prior to the transfer, until such time as he is entitled to receive an increase according to the experience gained in his new occupation.

(d) Should an employee be transferred back to his previous occupation, he shall revert back to the wage paid or due to him in that occupation, according to his experience.

(e) A qualified sewing machine operator who is transferred to the assistant supervisor category shall be credited with six months' experience as an assistant supervisor and shall be entitled to a wage in accordance with credited plus actual experience in that category.

(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

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 gedoen het na 'n proeftyd van hoogstens twee weke deur die betrokke werkgever en die werknemer in ooreenkoms 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 waaroor die werkgever, die werknemer en die Raad ooreengekom het.

(6) Ondanks hierdie klousule en klousule 7 (1), betreffende weeklikse betaling van lone is dit vir 'n werkgever geoorloof om 'n werknemer wie se lone groter as een en 'n halwe maal die loon van 'n gekwalifiseerde naaimasjienwerker op daardie tydperk, 'n maandelikse salaris te betaal: Met dien verstande dat die bedrag wat aldus betaal word gelyk is aan minstens vier en 'n derde maal die weeklikse loon wat betaal word of in hierdie klousule voorgeskryf word, naamlik die grootste bedrag: Voorts met dien verstande dat sodanige maandelikse salaris betaal word gedurende die werkure en voor of op die laaste werkdag van die maand waarop dit betrekking het.

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 die 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 is 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) Korttyd mag nie ingestel word nie tensy die goedkeuring van die Raad vooraf verkry is, en sodanige aansoek moet vergesel gaan van 'n bedrag gelyk aan R1,40 vir elke dag waarop korttyd gewerk sal word deur die werknemers gelys in die aansoek wat in die vorm van Aanhangsel C moet wees.

(2) Die aansoek moet die omstandighede aandui wat aanleiding gee tot die korttyd.

(3) As korttyd in 'n bedryfsinrigting ingestel is of ingestel word nadat goedkeuring verkry is, moet 'n werknemer van wie daar nie vereis word om op 'n bepaalde dag te werk nie, kennis daarvan gegee word voor of met uitskeityd op die werkdag voor die dag waarop sy dienste nie nodig is nie, behalwe dat indien korttyd op 'n Maandag of vanaf 'n Maandag gewerk moet word, 'n werknemer van wie daar nie vereis word om op sodanige Maandag te werk nie, kennis daarvan gegee moet word voor of met uitskeityd op die voorafgaande Donderdag.

(4) 'n Werknemer wat op 'n dag in die bedryfsinrigting aanwesig is, moet 'n volle dag werk of 'n volle dag se loon betaal word, tensy hy kragtens subklousule (2) in kennis gestel is dat sy dienste op sodanige dag nie nodig sal wees nie.

(5) 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.

(6) Die Raad mag, in sy diskresie, 'n sertifikaat van 'n ouditeur vereis aangaande die werkgever se bedryf soos wat die Raad redelikerwys mag benodig om die aansoek om korttyd te staaf.

half-year, on the basis of the learner's experience on the last working day.

(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) Notwithstanding the provisions of this clause and the provisions of clause 7 (1), relating to weekly payment of wages, an employer shall be permitted to pay an employee whose weekly wage is greater than one and a half times the qualified machinists' wages at that time, a monthly salary: Provided that the amount so paid shall not be less than four-and-one-third times the weekly wage paid or prescribed in this clause, whichever is the greater: Provided further that such monthly salary is paid during working hours and not later than the last working day of the month to which it relates.

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, 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) Short-time, may not be introduced without the prior approval of Council having been obtained, and such application shall be accompanied by an amount equal to R1,40 for each day of short-time to be worked by the employees listed in the application, which shall be in the form of Annexure "C".

(2) The application shall specify the circumstances giving rise to the short-time.

(3) Where short-time has been or is introduced in any establishment after permission has been obtained, 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, except that, if short-time is to be worked on a Monday or starting from a Monday, an employee who is not required to work on such Monday shall be given notice of that fact not later than closing time on the preceding Thursday.

(4) An employee who attends the establishment on any day shall, unless he has received notice in terms of subclause (3) that his services will not be required on such day, be employed or be paid a full day's wages.

(5) 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.

(6) The Council may in its discretion require such auditor's certificate concerning the employer's operations as it may reasonably require in support of the application for short-time.

7. BETALING 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 werkure 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 kan 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 kan word;

(c) waar 'n werkgever sy bedryfsinrigting gedurende Desember en/of Januarie weens die vakansiereses sluit en hy 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 40c per week van sy loon kan aftrek;

(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 daar andersins geen voorsiening gemaak is nie, of vir die doel om geld wat verskuldig is aan die Raad se fondse of ander bystandsfondse deur die Raad beheer, terug te betaal;

(f) bydraes tot die fondse van die Raad, afgetrek moet word;

(g) bydraes tot die Mediese Bystandvereniging afgetrek moet word;

(h) die koste van skêre wat aan werknemers verskaf word, ingevolge klousule 17 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 aftrek;

(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 Slaptebesoldigingsfonds 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 aftrek;

(o) bydraes tot die Siekebesoldigingsfonds afgetrek moet word;

(p) 'n bedrag afgetrek kan word ten opsigte van die koste van 'n oorpak wat ooreenkomstig klousule 26 (2) van hierdie Ooreenkoms verskaf is;

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

Die naam en fabrieksnommer 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 koert is en die week ten opsigte waarvan die lone betaal word.

7. PAYMENT OF AMOUNTS DUE TO EMPLOYEES

(1) Subject to the provisions of clause 14 (5) of the 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;

(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 40c 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, or for purposes of repaying any money owing to Council funds or other benefit funds operated by the Council;

(f) contributions to Council funds shall be deducted;

(g) contributions to the Medical Benefit Society shall be deducted;

(h) the cost of scissors supplied to employees may be deducted in terms of clause 17 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;

(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 union;

(o) contributions to the Sick Pay Fund shall be deducted;

(p) an amount may be deducted in respect of the cost of an overall supplied as provided in clause 26 (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 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 the wages are paid.

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

(5) 'n Werknemer is by die aanvang van kraamverlof geregtig op 'n betaling ingevolge klousule 7 (7) (d) van die Fondsooreenkoms.

8. GETALSVERHOUDING VAN WERKNEMERS

(1) 'n Werkgewer 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.

(2) Ondanks subklousule (1) mag 'n werkgewer nie 'n assistent-toesighouer in diens neem nie tensy hy 'n toesighouer in sy diens het, en vir elke toesighouer wat hy in sy diens het, mag hy hoogstens drie assistent-toesighouers in diens neem.

9. WERKURE

(1) Geen werkgewer mag van 'n werknemer, uitgesonderd 'n werknemer in subklousule 5 bedoel, verwag soos volg te werk nie:

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

(b) meer as vyf dae 'n week;

(c) op Saterdag of Sondag;

(d) meer as agt uur per dag: Met dien verstande dat ekstra tyd wat nie 30 minute per dag oorskry nie, op Maandag, Dinsdag, Woensdag en Donderdag gewerk mag word indien die werkure op Vrydag van sodanige week verkort word met die ekstra tyd gewerk of gewerk te word op die ander vier dae;

(e) voor 07h00 of later as 16h45 of gedurende die ruspouses waarvoor in subklousule (3) van hierdie klousule voorsiening gemaak is, op enige dag van Maandag tot en met Vrydag;

(f) meer as vyf uur, of na 13h00, sonder 'n etenspouse van nie minder as 30 minute en nie meer as een uur nie; behalwe ooreenkomstig klousule 10 van hierdie Ooreenkoms.

(2) Ondanks subklousule (1) kan 'n werkgewer behoudens klousule 10 van sy werknemer vereis of hom toelaat om oortyd te werk: Met dien verstande dat geen werkgewer van 'n werknemer mag verwag 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) 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 werkdagperk in die oggend en so na doenlik aan die middel van die werkdagperk in die namiddag, en dié ruspouses moet as tyd gewerk beskou word. Die nodige gerei en kookwater om tee te maak, moet deur die werkgewer verskaf en aan die begin van elke ruspouse, asook etenspouse 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 werkdag beskou moet word, na voltooiing van elke uur se werk toegestaan word aan werknemers wat werk by 'n vervoerbandstelsel verrig.

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

(5) An employee, on commencement of maternity leave, shall be entitled to a payment in terms of clause 7 (7) (d) of the Fund Agreement.

8. PROPORTION OR RATIO OF EMPLOYEES

(1) 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 subclause 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 subclause.

(2) Notwithstanding the provisions of subclause (1), no employer shall employ an assistant supervisor unless he has in his employ a supervisor, and for each supervisor he has in his employ, not more than three assistant supervisors shall be employed.

9. HOURS OF WORK

(1) No employer shall require or permit an employee, other than an employee referred to in subclause (5)—

(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 more than eight hours per day: Provided that extra time not exceeding 30 minutes per day may be worked on a Monday, Tuesday, Wednesday and Thursday if the working time on Friday of such wage week is shortened by the extra time worked or to be worked on the other four days;

(e) to work before 07h00 or later than 16h45 or during the rest intervals provided for in subclause (3) of this clause, on any day from Monday to Friday, inclusive;

(f) to work more than five hours, or after 13h00, without a meal interval of not less than 30 minutes and not more than one hour duration; 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, permit an employee to work overtime: Provided that no employer shall 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;

(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 meal interval 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) *Voorbehoudsbepaling.*—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 10 uur per dag te werk nie;
- (b) om meer as 60 uur per week te werk nie;
- (c) om meer as 6 dae in een week te werk nie;

Voorts met dien verstande dat 'n werkgewer van 'n wag kan vereis om op die sewende dag van die week te werk en in so 'n geval moet die wag vir elke dag waarop hy werk, benewens sy weekloon twee sesdes van sodanige weekloon betaal word vir werk verrig op sodanige sewende dag.

10. OORTYD EN SONDAGWERK

(1) (a) Oortyd, dit is tyd gewerk wat die ure voorgeskryf in klousule 9 (1) (a) en (d) en 9 (5) (a) and (b) oorskry, mag nie gewerk word ter oorskryding van die beperkings neergelê in klousule 9 (2) sonder vooraf skriftelike toestemming van hierdie Raad nie.

(b) Indien daar in 'n bedryfsinrigting oortyd gewerk is, moet die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, binne sewe dae na die einde van die kalendermaand waarin die oortyd gewerk is, verwittig word van die totale getal ure wat daar oortyd gewerk is en die totale getal werknemers wat betrokke is by die oortyd wat aldus gewerk is.

(2) (a) Besoldiging vir oortydwerk moet geskied 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 werkgewer 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) 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 dié dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(3) Van geen werknemer mag daar 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) *Voorbehoudsbepaling.*—Subklousule (2) (b), (3) en (4) is nie op 'n wag van toepassing nie.

11. BUITEWERK

(1) Geen werkgewer in die Nywerheid mag werk vir vervaardiging uitbestee nie, behalwe in 'n fabriek wat geregistreer is kragtens klousule 12 van hierdie Ooreenkomis; 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 werkgewer verskaf, uitgerus, onderhou en beheer word, tensy dit gedoen word ingevolge 'n vrystelling deur die Raad toegestaan.

(2) Wanneer daar by die Raad aansoek gedoen word om vrystelling van die bepalings van subklousule (1), moet die volgende besonderhede en monsters voorgelê word:

- (a) Die naam en adres van die firma wat aansoek doen;
- (b) die name en adresse van alle persone wat sal kontrakteer om die buitewerk te doen;
- (c) monsters van die kledingstuk/kledingstukke wat uitbestee sal word en die tarief wat betaal sal word, asook volledige besonderhede van die aard van die werk wat aan elke kledingstuk gedoen moet word.

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

- (a) for more than 10 hours per day;
- (b) for more than 60 hours per week;
- (c) 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) (a) Overtime, that is time worked in excess of the hours prescribed in clause 9 (1) (a) and (d), and 9 (5) (a) and (b), may not be worked in excess of the limitations laid down in clause 9 (2) without the prior written consent of this Council.

(b) If overtime has been worked in an establishment, the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, shall within seven days after the end of the calendar month during which overtime was worked, be advised of the total number of hours overtime worked and the total number of employees involved in such overtime worked.

(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—

(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

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

11. OUTWORK

(1) 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 terms of an exemption granted by the Council.

(2) When application for exemption from the provisions of sub-clause (1) is made to the Council, the following details and samples shall be submitted:

- (a) Name and address of applicant firm;
- (b) names and addresses of all persons who will be contracting to do the outwork;
- (c) samples of the garment/s that will be given out and the rate that will be paid, as well as full details of the nature of the work involved on each garment.

12. REGISTRASIE VAN FABRIEK

(1) Elke werkgewer vir wie hierdie Ooreenkoms bindend is en wat dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne sewe dae na die datum waarop hierdie Ooreenkoms vir hom bindend word, die Sekretaris van die Raad voorsien van die besonderhede gemeld in Aanhangsel D van hierdie Ooreenkoms.

(2) In geval van 'n verandering in die naam waaronder of die adres of adresse waar die sakeonderneming gedryf word of wat die vennote betref of, as die werkgewer 'n maatskappy is, in die naam van sy sekretaris of sy direkteur of bestuurders, of, indien die werkgewer 'n beslote korporasie is, wat betref die lede of bestuurders, of in geval van die sekwestrasie van die werkgewer se boedel of, as die werkgewer 'n maatskappy is, van die likwidasië van die maatskappy, of as die sakeonderneming oorgedra of laat vaar word of as 'n ander sakeonderneming verkry of begin word wat aan hierdie Ooreenkoms onderworpe is, moet elke werkgewer die Sekretaris van die Raad binne sewe dae na sodanige verandering, sekwestrasie, likwidasië, oordrag, prysgewing, verkryging of begin daarvan in kennis stel deur middel van 'n skriftelike verklaring waarin volledige besonderhede van die verandering, sekwestrasie, likwidasië, oordrag, prysgewing, verkryging of begin, na gelang van die geval, verstrek moet word.

13. VAKANSIEVERLOF

(1) Behoudens subklousule (2), moet elke werkgewer 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, vyftien werkdag verloop toestaan, waarvan veertien en 'n halwe dag verlof met besoldiging is: Met dien verstande dat vakansiebesoldiging kragtens subklousule (2) betaal moet word aan 'n werknemer wat gedurende die jaar vir 'n aaneenlopende tydperk van 6 maande of langer vir 'n bevalling of vir 'n aaneenlopende tydperk van 12 weke of langer om 'n ander rede van sy werk afwesig was. Die vakansiebesoldiging wat ingevolge hierdie subklousule verskuldig is, moet deur die werkgewer 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 werkgewer begin werk het; of

(b) wat voor 1 Februarie in 'n jaar by 'n werkgewer begin werk het en wie se diens voor 1 Desember van dieselfde jaar geëindig het, moet, in plaas van vakansieverlof vir die tydperk gewerk gedurende daardie jaar, 'n bedrag betaal word gelykstaande met $a + b \times c \times d$ waar:

a = 15 dae minus enige dae geleentheidsverlof toegestaan ingevolge klousule 13 (1)

b = 12

c = werklike weeklikloon gedeel deur 5

d = aantal maande gewerk in daardie jaar.

Die vakansiebesoldiging verskuldig ingevolge hierdie subklousule moet deur die werkgewer voor of op die laaste werkdag van daardie jaar betaal word of, indien die werknemer se diens voor daardie dag eindig, op die dag wanneer hy die werkgewer se diens verlaat, behoudens klousule 14 (6) van die Hoof-ooreenkoms.

(3) By die bepaling van die tydperk diens ten opsigte waarvan vakansiebesoldiging bereken moet word ingevolge subklousule (2), moet die uitdrukking "diens" geag word 'n tydperk in te sluit waarin 'n werknemer—

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

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

(c) met siekteverlof is, mits 'n mediese sertifikaat vir die tydperk of tydperke van afwesigheid ingedien is;

(d) op kraamverlof is, met dien verstande dat 'n mediese sertifikaat te dien effekte voorgelê is;

wat in enige jaar hoogstens 12 weke beloop ten opsigte van die tydperke in paragrawe (b) en (c) plus tot ses maande ten opsigte van die tydperk bedoel in paragraaf (d) plus hoogstens vier maande van enige tydperk van militêre diens bedoel in paragraaf (a) verrig in enige jaar beginnende op 1 Januarie.

(4) Elke werkgewer moet Nuwejaarsdag, Goeie Vrydag, Gesins-

12. REGISTRATION OF A FACTORY

(1) Every employer on whom this Agreement is binding and who has not already done so in terms of a previous agreement shall, within seven days of the date on which this Agreement becomes binding on him, furnish to the Secretary of the Council the particulars set out in Annexure D to this Agreement.

(2) In the event of any change in the name under which or the address or addresses at which business is carried on, or among the partners or, if the employer is a company, in the name of its secretary or among its directors or managers, or, if the employer is a close corporation, among its members or managers, or in the event of the sequestration of the employer's estate or, if the employer is a company, of the winding up of the company, or in the event of the transfer or abandonment of the business carried on, or the acquisition or commencement of any other business which is subject to this Agreement, every employer shall furnish to the Secretary of the Council within seven days, notice of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement by means of a written statement setting forth full particulars of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement, as the case may be.

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, 15 working days' holiday of which fourteen and a half days shall be paid: Provided that an employee who during any year has been absent from work for a continuous period of six months or more on confinement or 12 weeks or more for any other reason 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 terminated before 1 December of that year shall be paid in lieu of holiday leave for the period of employment in that year an amount equal to $a + b \times c \times d$ where:

a = 15 days less any occasional leave days granted in terms of clause 13 (1)

b = 12

c = actual weekly wage divided by 5

d = number of months of employment in the current year.

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 except as provided for in clause 14 (5) of this Agreement.

(3) In determining the period of employment in respect of which holiday pay must be calculated in terms of subclause (2), the expression "employment" shall be deemed to include any period during which an employee—

(a) renders 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, provided a medical certificate for the period or periods of absence has been produced;

(d) is on maternity leave, provided a medical certificate to this effect has been produced;

amounting in the aggregate in any year to not more than 12 weeks in respect of the periods referred to in paragraphs (b) and (c) plus up to six months in respect of the period referred to in paragraph (d) plus up to four months of any period of military service referred to in paragraph (a) rendered in any year commencing on 1 January.

(4) Every employer shall grant to each of his employees New Year's

dag, Hemelvaartdag, 1 Mei, Republiekdag, 16 Junie, Krugerdag, Gelofte-dag en Kersdag aan elkeen van sy werknemers as vakansiedae teen volle besoldiging toestaan, en geen werkgewer mag 'n werknemer laat werk en geen werknemer mag werk op hierdie tien dae nie, en voorts moet elke werkgewer aan al sy werknemers wat die hele oggendtyd van die Donderdag voor Goeie Vrydag gewerk het, tyd afgee vanaf die begin van die normale etenspouse tot die normale sluitingstyd, en sodanige verlore tyd word as tyd gewerk beskou.

(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 wic 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 weckloon gedeel deur vyf, en beteken "volle loon" die loon betaal onmiddellik voor die aanvang van die vakansieverlof in subklousule (1) voorgeskryf.

(7) Ingeval Nuwejaarsdag, 1 Mei, Republiekdag, 16 Junie, 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 sluit op 'n statutêre openbare vakansiedag wat nie in subklousules (4) en (7) bedoel word nie of op enige ander drie dae met instemming van die meerderheid van sy werknemers, en wanneer dit gebeur, is hy nie verplig om lone ten opsigte van sodanige dae te betaal nie: Met dien verstande dat hy sy werknemers die geleentheid moet bied om die tyd wat verloor word ten opsigte van sodanige dae teen gewone lone in te werk op enige ander dag buiten 'n Sondag indien die meerderheid van sy werknemers instem om sodanige tyd aldus in te werk: Met dien verstande verder dat hy sy werknemers van sy voorneme om die bedryfsinrigting op sodanige dae te sluit, in kennis moet stel deur 'n kennisgewing minstens 24 uur voor die gewone aanvangstyd van die eerste dag van sluiting, op 'n opvallende plek in die bedryfsinrigting aan te bring en dat die Raad skriftelik daarvan in kennis gestel word.

(9) 'n Werknemer is geregtig op ses maande bevallingsverlof sonder betaling, wat hoogstens twee maande voor die verwagte bevallingsdatum moet begin, mits 'n doktersertifikaat voorgelê word wat die aanbevole aanvangsdatum van sodanige bevallingsverlof vermeld.

(10) 'n Werknemer wat met bevallingsverlof gaan, moet haar werkgewer ten minste twee weke voor die verlof 'n aanvang neem in kennis stel van haar voorneme om met bevallingsverlof te gaan.

(11) 'n Werkgewer wat sy fabriek sluit vir meer as drie weke tydens die jaarlikse sluiting, moet sy werknemers 'n bedrag, gelykstaande met die Slaptefonds se skaal, betaal vir elke werkdag wat die fabriek gesluit is ná drie weke, met dien verstande dat die tydperk waarvoor die werkgewer vir sodanige betaling aanspreeklik is, beperk word tot die vierde week, of gedeelte daarvan, van die jaarlikse sluiting.

(12) *Voorbehoudsbepaling.*—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 weckloon, 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 maal sy dagloon betaal moet word vir elke voltooidde maand diens, bereken vanaf die datum

Day, Good Friday, Family Day, Ascension Day, 1 May, Republic Day, 16 June, 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 ten 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 the 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's 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, 1 May, Republic Day, 16 June, 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 referred to in subclauses (4) and (7) of this clause or on any other three days with the consent of the majority of his employees, and in that event shall not be obliged to pay wages in respect of such days: Provided that he shall afford his employees the opportunity of working in the time lost in respect of any such days, or any day other than a Sunday, at ordinary rates of pay should the majority of his employees so agree: Provided further that an employer shall notify his employees of his intention to close the establishment on such days by means of a notice posted in a prominent place in his establishment at least 24 hours prior to the usual starting time of the first day of closure, and that the Council be notified thereof in writing.

(9) An employee shall be entitled to unpaid maternity leave of six months commencing not earlier than two months prior to the expected date of confinement, provided a doctor's certificate is submitted indicating the recommended commencement date of such confinement leave.

(10) An employee going on maternity leave shall notify her employer at least two weeks prior to commencing such leave of her intention to take maternity leave.

(11) An employer who closes his factory for more than three weeks during the annual shutdown shall pay his employees, for any working day on which the factory remains closed after three weeks, an amount equivalent to the Slack Pay Fund rate of pay provided the period for which an employer is liable for such a payment shall be limited to the fourth week, or part thereof, of the annual shutdown.

(12) *Exclusions.*—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 times his daily wage in respect of each complete month of employment, calculated from the date of com-

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. DIENSBEEÏNDIGING

(1) Behoudens subklousule (1) (d), (e) en (f) van hierdie klousule, moet skriftelike kennis van minstens vyf werkdag, 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 werkgever of 'n werknemer gegee word om 'n dienskontrak te beëindig. Met dien verstande dat dit nie inbreuk op onderstaande mag maak nie:

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

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

Voorts met dien verstande dat—

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

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

(e) die eerste ses werkdag in geval van weekliks besoldigde werknemers, of die eerste 30 dae in geval van maandeliks besoldigde werknemers, van die tydperk van diens van 'n werknemer by 'n werkgever (tensy skriftelik anders ooreengekom) beskou word as 'n proeftydperk en sodanige diens kan deur die werkgever of werknemer sonder kennisgewing gedurende dié proeftydperk beëindig word;

(f) maandeliks besoldigde werknemers minstens 30 dae kennis van diensbeëindiging skriftelik moet gee of ontvang, welke kennisgewing vooruit op die eerste of vyftiende dag van die maand gegee moet word om vanaf sodanige dag te loop;

(g) niteenstaande die kennisgewing-bepalings hierbo mag geen werkgever die dienste van 'n werknemer onbillik beëindig kragtens die Wet op Arbeidsverhoudinge nie.

(2) 'n Werknemer wat afgedank word gedurende 'n kennisgewingstermyn 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 kennisgewingstermyn.

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

(a) naderende bevalling;

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

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

(ii) 'n doktersertifikaat vir die tydperk van afwesigheid van 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 werkdag 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) Indien 'n werknemer diens verlaat sonder kennisgewing, het die werkgever die reg om in plaas van kennisgewing 'n bedrag terug te hou van hoogstens die weekloon indien so 'n werker weekliks besoldig is en hoogstens 'n maand se loon indien so 'n werker maandeliks besoldig is: Met dien verstande dat die Raad skriftelik in kennis gestel word en dat enige gelde verskuldig aan so 'n werknemer na die bogenoemde aftrekking, binne sewe dae na die vyfde dag van afwesigheid aan die Raad gestuur word vir ondersoek en oorbetalings.

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

mencement 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 wage.

14. TERMINATION OF EMPLOYMENT

(1) Subject to the provisions of paragraphs (d), (e) and (f) of this subclause, 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 written 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 six working days, in respect of weekly paid employees, or the first 30 days in respect of monthly paid employees, 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 by the employee at any time within such trial period without notice;

(f) monthly paid employees shall give or be given not less than 30 days' notice, in writing, to be given in advance of the first or the 15th day of the month to take effect from such day;

(g) notwithstanding the notice provisions above, no employer shall, in terms of the Labour Relations Act, unfairly terminate the services of an employee.

(2) An employee put off during the currency of any period of notice given in terms of subclause (1) shall receive full 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;

(b) absence from work through illness: Provided 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 absents 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) If an employee leaves without notice, the employer shall have the right to withhold an amount not exceeding the weekly wage if the employee is paid weekly or monthly wage if such employee is paid monthly, in lieu of notice: Provided that the Council be notified in writing and any money owing to the employee after the above deduction, be sent to the Council's offices within seven days of the fifth day of absence for investigation and payment.

The provisions of this subclause shall *mutatis mutandis* apply to any termination of employment in terms of subclause (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. DIENSBEÏNDIGINGSVOORDELE

(1) Waar 'n werknemer se dienste weens personeelvermindering beëindig word deur die werkgever, of sy dienste beëindig word om 'n rede wat nie regtens as billik beskou word ingevolge die Wet op Arbeidsverhoudinge nie, of beëindig word deur die werknemer of die werkgever weens hoë ouderdom of permanente ongeskiktheid of by die dood van die werknemer, moet die werkgever aan die werknemer of sy boedel 'n bedrag betaal ten opsigte van diensbeëindigingsvoordele vir die tydperk van aaneenlopende diens by sodanige werkgever, wat soos volg bereken word:

Lengte van Diens	Voordeel	Lengte van Diens	Voordeel
1 voltooië jaar	daaglikse loon × 3	6 voltooië jare	daaglikse loon × 19
2 voltooië jare	daaglikse loon × 6	7 voltooië jare	daaglikse loon × 23
3 voltooië jare	daaglikse loon × 9	8 voltooië jare	daaglikse loon × 27
4 voltooië jare	daaglikse loon × 12	9 voltooië jare	daaglikse loon × 31
5 voltooië jare	daaglikse loon × 15		

Met dien verstande dat enige voordeel wat geakkumuleer het ten opsigte van 'n werknemer wat sy diens beëindig om ander redes as hierbo gemeld, betaalbaar is slegs indien sodanige diensbeëindiging plaasgevind het omdat die werknemer die Nywerheid wou verlaat, in welke geval die voordeel betaalbaar aan die Raad gestuur word binne sewe dae na diensbeëindiging, om oorbetal te word wanneer die werknemer se Voorsorgfondsvoordele onttrek word.

(2) Nieteenstaande subklousule (1) mag 'n werkgever se verpligting vir diensbeëindigingsvoordele verminder word met die werkgever se bydraes, plus rente daarop, tot 'n pensioenfonds of polis wat deur die werkgever daargestel is en waarvolgens die werknemer geregtig is op 'n pensioen of eenmalige betaling op die datum van diensbeëindiging: Met dien verstande dat 'n verklaring aan die werknemer uitgereik word waarin besonderhede verstrek word van die werknemer se deel van die bydraes ingesluit in die totaal van sodanige ronde bedrag wat uitbetaal word.

16. PREMIES

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

17. 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 paaielemente 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.

(4) 'n Werknemer is verantwoordelik vir die vervanging van gereedskap wat aan hom uitgereik is wat verlore raak, met dien verstande dat die werkgever die werknemer van 'n afsonderlike sluitbare stoorplek vir sodanige gereedskap voorsien het.

18. BESTAANDE KONTRAKTE

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

(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 rendering 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 or confinement leave as provided for in clause 13 (10).

15. TERMINATION BENEFITS

(1) Where an employee is retrenched or his services are terminated by his employer, other than for causes recognised by law as fair in terms of the Labour Relations Act, or his services are terminated by the employee or employer on account of old age, permanent disability or upon the death of the employee, the employer shall pay to the employee or his estate an amount of termination pay in respect of his continuous period of service with the employer, as determined from the following table:

Length of Service	Benefit	Length of Service	Benefit
One completed year	daily wage × 3	Six completed years	daily wage × 19
Two completed years	daily wage × 6	Seven completed years	daily wage × 23
Three completed years	daily wage × 9	Eight completed years	daily wage × 27
Four completed years	daily wage × 12	Nine completed years	daily wage × 31
Five completed years	daily wage × 15:		

Provided that in the case of an employee terminating his employment for reasons other than those stipulated above, any termination benefits that may have been accumulated shall be payable only if the termination was for the purpose of leaving the Industry, in which case the termination benefits shall be forwarded to the Council within seven days of termination, to be paid out by the Council simultaneously with the withdrawal of the employee's Provident Fund benefits.

(2) Notwithstanding the provisions of subclause (1), an employer's liability for termination benefits may be reduced by the value of the employer's contributions plus interest thereon towards any pension fund or policy established by the employer in terms of which the employee becomes entitled to a pension or lump sum payment on date of termination: Provided that the employee is issued with a statement giving details of the employee's share of contributions included in the total of such lump sum payment.

16. PREMIUMS

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

17. 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.

(4) An employee shall be responsible for the replacement of tools issued to him which have been lost, provided that the employer supplied the employee with individually lockable storage for such tools.

18. 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.

19. INDIENSNEMING EN DIENSBEEINDIGING

(1) 'n Werkgewer 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 kan 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) bevestig word, moet die werkgewer onmiddellik na sodanige bevestiging die volgende op die dienskaart aanbring: naam van die fabriek, beroep van die werknemer, diensaanvaardingsdatum en die voorgeskrewe loon van sodanige werknemer, en die dienskaart binne drie dae vanaf sodanige bevestiging stuur aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, vir nasiening tesame met 'n verklaring in die vorm van Aanhangsel B.

(3) Alle inligting wat die Raad nodig het, moet so gou as wat redelik moontlik in 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.

20. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van klousule 51 (3) van die Wet, kan die Raad vrystelling van enigeen 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, ten einde die vestiging van klein klerasievervaardigingsondernemings te bevorder, vrystelling verleen van alle klousules van die Hoof- en die Fondsooreenkomste aan bedryfsinrigtings waar vyf of minder werknemers vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf is, in diens is: Met dien verstande dat sodanige bedryfsinrigtings by die Raad registreer ingevolge klousule 12 van hierdie Ooreenkoms: Met dien verstande voorts dat hierdie subklousule geld slegs ten opsigte van bedryfsinrigtings wat nie voor 31 Desember 1989 by die Raad geregistreer was nie.

(3) Die Raad moet die voorwaardes vasstel waarop die vrystelling verleen word en die periode bepaal waartydens dit van krag bly en kan na een week skriftelike kennis aan die betrokke persone die vrystelling terugtrek.

(4) 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.
- (5) Die Sekretaris van die Raad moet—
- (a) alle uitgereikte sertifikate in volgorde nummer;
 - (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.
- (6) Elke werkgewer en werknemer moet die bepalings nakom van 'n vrystellingsertifikaat wat kragtens hierdie klousule uitgereik word.

19. 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 required.

(2) If, during or on 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 the employee, date of commencement of employment and prescribed wage of such employee and forward the card, within three days of such confirmation, to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, for checking, together with a statement in the form of Annexure B.

(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) 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, together with a statement in the form of Annexure B.

20. 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, for the purpose of facilitating the establishment of small clothing manufacturing operations, grant exemption from all clauses of the Main and Fund Agreements to establishments employing five or less employees for whom wages are prescribed in terms of clause 4 of this Agreement: Provided that such establishments register with the Council in terms of clause 12 of this agreement: Provided further that this subclause shall apply only to establishments not registered with this Council prior to 31 December 1989.

(3) 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.

(4) 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.

(5) 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.

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

21. INDIENSNEMING VAN LEDE VAN DIE VAKVERENIGINGS

(1) Geen werkgewer wat lid is van die werkgewersorganisasie mag 'n werknemer in diens hou wat, terwyl hy tot lidmaatskap van enigeen van die vakverenigings toelaatbaar is, nie op die datum waarop hierdie Ooreenkoms in werking tree lid van sodanige vereniging is nie, of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indienstreding, waar die indienstreding na die datum van inwerkingtreding van die Ooreenkoms geskied, lid van sodanige vakvereniging word nie; en geen lid van enigeen van die vakverenigings mag in diens bly by 'n werkgewer wat nie lid van die werkgewersorganisasie op die datum waarop hierdie Ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van indiensneming van die betrokke werknemer, waar sodanige indiensneming na die datum van inwerkingtreding van hierdie Ooreenkoms geskied, lid van die werkgewersorganisasie word nie.

(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 90 dae 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 vereniging te word of te bly;

(b) ten opsigte van 'n werknemer in die volgende beroepe: motorfietsbestuurder, stoomketelbediener, wag, arbeider, werktuigkundige, versendingsklerk, fabrieksklerk en versendpakker, of enige werknemer wat in skermdrukwerkzaamhede, soos omskryf in klousule 3 van hierdie Ooreenkoms, werkzaam is.

22. ORGANISASIE VAN WERKNEMERS

(1) Elke werkgewer moet 'n persoon of persone wat skriftelik deur enigeen van 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 enigeen van die vakverenigings op te plak en uit te deel;
- (d) lede se bydraes tot die betrokke vakvereniging in te vorder.

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

23. AGENTE

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

24. INDIENSNEMING VAN MINDERJARIGES

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

25. VERTONING VAN OOREENKOMS

Elke werkgewer 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.

26. OORPAKKE

(1) Elke werkgewer moet binne drie maande na die aanvang van 'n werknemer se diens 'n nuwe oorpak aan sodanige werknemer uitreik en moet daarna elke jaar 'n nuwe oorpak aan sodanige werknemer uitreik: Met dien verstande dat indien oorpakke aan 'n werknemer uitgereik was ingevolge die vorige klousule 25, die nuwe oorpak voor of op 1 Julie elke jaar aan sodanige werknemer uitgereik moet word. 'n Werknemer aan wie sodanige oorpakke hierkragtens uitgereik is,

21. EMPLOYMENT OF TRADE UNION LABOUR

(1) No employer who is a member of the employers organisation shall continue to employ an employee who, while being eligible for membership of the trade union, is not a member of such trade union as at the date of coming into operation of this Agreement or who does not become a member of such trade union within a period of 90 days from such date or from the date of entering into employment, where the entering into employment takes place after the date of coming into operation of this Agreement; and no member of the trade union may continue his employment with an employer who is not a member of the employers' organisation as at the date of coming into operation of this Agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned, where the employment takes place after the date of coming into operation of this Agreement, become a member of the employers' organisation.

(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 90 days from the commencement of his employment in the Industry, refused an invitation from the trade union 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 of 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;

(b) in respect of an employee in the following occupations: scooter driver, boiler attendant, watchman, labourer, mechanic, despatch clerk, factory clerk and despatch packer, or any employee engaged in screen printing operations, as defined in clause 3 of this Agreement.

22. ORGANISATION OF EMPLOYEES

(1) Every employer shall permit any person or persons authorised in writing by the trade union 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 union;

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

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

23. 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.

24. EMPLOYMENT OF MINORS

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

25. 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.

26. OVERALLS

(1) Every employer shall within three months of the commencement of employment of an employee issue such employee with a new overall and shall annually thereafter issue such employee with a new overall: Provided that if overalls were issued to an employee in terms of the former clause 25, the new overall shall be issued to such employee not later than 1 July of each year. An employee to whom such overalls have been issued in terms hereof shall be required to wear

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: Voorts met dien verstande dat 'n werkgewer self die oorpakke kan laat was en stryk en die reg van 'n werknemer om sulke oorpakke weg te neem van die bedryfsinrigting waar hy werk, kan intrek.

(2) By beëindiging van sy diens moet 'n werknemer die laaste oorpak wat aan hom uitgereik is aan die werkgewer terugbesorg. Indien hy versuim om dit te doen, kan die werkgewer R5,00 van sy loon en/of vakansiebesoldiging aftrek.

(3) Vir die toepassing van hierdie klousule omvat die uitdrukking "oorpak" beskermende kledingstukke wat deur hierdie Raad goedgekeur is.

(4) Elke werkgewer moet 'n rekord hou van die oorpakke wat uitgereik is, wat die naam en nommer van die werknemers wat die oorpakke ontvang, bevat, asook die handtekening van die werknemer, datum van uitreiking en datum van inhandiging, en moet sodanige rekord bewaar vir inspeksie deur die Raad se agente soos benodig.

27. VAKVERENIGINGLEDEGELD

Elke werkgewer moet alle aftrekkings wat gemaak is van die besoldiging van werknemers ten opsigte van vakverenigingledegeld, stuur aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, binne sewe dae na die einde van die week waarin die aftrekking geskied het. Die Hoofsekretaris van die Raad moet binne 15 dae na ontvangs die bedrae ontvang aan die Hoofsekretaris van die vakvereniging oorbetal, tesame met 'n uiteensetting van die bedrae ontvang van die werkgewers, nadat 'n invorderingsbedrag soos bepaal en ooreengekom deur die partye by die Raad van tyd tot tyd, teruggehou is.

Op hede die 8ste dag van Augustus 1991 te JOHANNESBURG onderteken.

W. ARON, Voorsitter
A. MARGOLIS, Ondervoorsitter
L. WANNENBURG, Sekretaris

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 further 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.

(2) An employee shall, on termination of his services, return the overall last issued to him, and should an employee fail to return the overall, the employer shall be entitled to deduct R5,00 from his wages and/or holiday pay.

(3) For the purposes of this clause, the term "overall" shall include protective garments approved by this Council.

(4) Every employer shall keep a record of overalls issued reflecting the name and number of employees receiving the overalls, the signature of the employee, the date of issue and date of return and shall retain such record for inspection by the Council's agents as required.

27. UNION MEMBERSHIP FEES

Every employer shall forward all deductions made from the remuneration of employees in respect of Union membership fees 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. The General Secretary of the Council shall within 15 days of receipt forward to the General Secretary of the Union the amounts, together with such analysis of the amounts as are received from employers, after withholding a collection fee as determined and agreed upon by the parties at the Council from time to time.

Signed at JOHANNESBURG, this 8th day of August 1991.

W. ARON, Chairman
A. MARGOLIS, Vice-Chairman
I. WANNENBURG, Secretary

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

Foon: 402-2737/43
Posbus 5101
Johannesburg
2000

Garment-sentrum
Hoek van Kerk- en Endstraat
Johannesburg
2001

VERSLAG VAN INDIENSNEMINGS EN OORPLASINGS

(Vorm wat ingevul moet word ingevolge klousule 18 van die Hooffooreenkoms.)

Aan die Sekretaris, Nywerheidsraad vir die Klerasienywerheid (Transvaal), Posbus 5101, Johannesburg 2000. Gaan asseblief ingeslote dienskaart na en stuur hulle aan my terug.

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 werknemer ingestuur word.

AANHANGSEL C

SLAPTEBESOLDIGINGSFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)
AANSOEK OM BYSTAND

[Vorm wat ingevul moet word ingevolge klousule 6 (4) van die Hoofoorreënkom.]

Posbus 5101
Johannesburg
2000
Foon: 402-2737/43Garment-sentrum
Hoek van Kerk- en Endstraat
Johannesburg
2001

Naam van fabriek

Adres

Die volgende werknemers werk korttyd ooreenkomstig klousule 6 van die Ooreënkom:
(vermeld 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 bystand geregtig nie.

Handtekening van fabrieksverteenvoorder
Slegs vir kantoorgebruikVel No.
Datum van ontvang
Datum ingevul
Getal werknemers
Getal dae
Bedrag betaal R

Klok- kaart- nommer	Naam van werknemer		Diens- kaart- nommer	Vermeld datums waarop werk- nemer korttyd sal werk					Meld huidige weekloon (totaal)		Getal dae R1,40	Aanvangs- datum	Getal dae slaptebe- soldiging tot op datum	Totale bedrag slaptebe- soldigings verskuldig		Op- merkings	Netto bedrag uit slaptebe- soldigings- fonds ver- skuldig		Bereken deur	Nage- gaan	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						
1.....																								
2.....																								
3.....																								
4.....																								
5.....																								
6.....																								
7.....																								
8.....																								
9.....																								
10.....																								
11.....																								
12.....																								
13.....																								
14.....																								
15.....																								
16.....																								
17.....																								
18.....																								
19.....																								
20.....																								
21.....																								
22.....																								
23.....																								
24.....																								
25.....																								

ANNEXURE C

TRANSVAAL CLOTHING INDUSTRY SLACK PAY FUND
APPLICATION FOR BENEFITS AND/OR PERMISSION TO WORK SHORT-TIME

[Form to be completed in terms of clause 6 (4) of the Main Agreement.]

P.O. Box 5101
Johannesburg
2000
Phone: 402-2737/43

Garment Centre
Cor. Kerk & End Streets
Johannesburg
2001

Name of factory Address

The following employees were placed on short-time in terms of the provisions of clause 6 of the Agreement:
(state amount)

(Note—Please give all the required details in block capitals as this will expedite the payment of benefits and avoid unnecessary queries.)

“AUDITOR’S CERTIFICATE”:

I hereby certify that the employees listed in the application were placed on short-time in terms of the provisions of clause 6 of the Agreement and further certify that short-time was not introduced as a result of any work given out to be done in another establishment.

Auditor's signature
For office use only

Date

To be completed by the factory.

Remarks

Employees receive benefits for every completed five days of short-time, falling within 90 days.
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 c

Clock Card No.	Name of employee		Service Card No.	Give dates on which the employee will be on short-time					State present total weekly wage		No. of days R1,40	Date of commencement	Number of days slack pay paid to date	Total amount of slack pay due		Remarks	Total amount due from the slack pay fund		Calculated by	Checked by	Cheque No.	I hereby certify that I will be on short-time on the days stated and that I will not draw 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																								
3																								
4																								
5																								
6																								
7																								
8																								
9																								
10																								
11																								
12																								
13																								
14																								
15																								
16																								
17																								
18																								
19																								
20																								
21																								
22																								
23																								
24																								
25																								

AANHANGSEL D

REGISTRASIE VAN WERKGEWERS BY DIE NYWERHEIDSRAAD VIR DIE KLERASIEBEDRYF (TVL) INGEVOLGE
KLOUSULE 12 VAN DIE OOREENKOMS

1. Volle naam van besigheid:
2. Handelsnaam/e: Datum van stigting:
3. Telefoonno: (.....) Faks: (.....)
4. Fisiese Adres: Posadres:
-
-
-

(Merk met X indien van toepassing)

5. Geregistreer as: **PUBLIEKE MPY. PRIVAAT MPY. BESLOTE KORP. VENNOOTSKAP EENMANSAAK** Reg. No.
6. Name en woonadresse van **DIREKTEURE VENNOTE LEDE EIENAARS**
- 6.1.
- 6.2.
- 6.3.
- 6.4.
7. Naam en adres van **FABRIEKSBESTUURDER OPENBARE AMPTENAAR MPY. SEKRETARIS** indien nie reeds genoem in (6) nie:
8. Aard van besigheid: (bv. mansklerasie, ens.)
9. Bankiers: 10. Rekeningnommer:
11. Ouditeure: 12. Aantal werknemers in diens/in diens geneem sal word:
13. Het die firma aansoek om lidmaatskap/registrasie gedoen by die volgende instansies?
- Streekdiensteraad ☐ Transvaalsekleremakersvereniging ☐ Departement van Mannekrag ☐ Inkomstebelasting ☐
- (Aansoekvorms en inligting oor bogenoemde beskikbaar by die Transvaalsekleremakersvereniging)
14. Handtekening van al die bogenoemde Direkteure/Lede/Vennote/Eienaars om die inligting hierbo te bevestig:

1. 2.
3. 4.

Datum:

† Stel ons in kennis van enige verandering AUB.

ANNEXURE D

REGISTRATION OF EMPLOYERS WITH THE INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TVL) IN TERMS OF
CLAUSE 12 OF THE AGREEMENT

1. Full name of business:.....
2. Trade Name/s: Date established:.....
3. Telephone No: (.....) Fax No: (.....)
4. Physical Address: Postal Address:
-
-
-

(Mark with X when applicable)

5. Registered as: **PUBLIC CO. PRIVATE CO. CLOSE CORP. PARTNERSHIP SOLE TRADER** Reg. No.
6. Names and residential addresses of **DIRECTORS PARTNERS MEMBERS PROPRIETORS**
- 6.1.....
- 6.2.....
- 6.3.....
- 6.4.....
7. Name and address of **FACTORY MANAGER PUBLIC OFFICER COMPANY SECRETARY** if not included in (6) above:
-
8. Nature of business: (eg. men's clothing, etc.).....
9. Bankers: 10. Account Number:
11. Auditors: 12. Number of people employed/to be employed
13. Has the firm applied for membership or registered with
- Department of Manpower ☐ Tvl. Clothing Manufacturers Assoc. ☐ Regional Services Council ☐ Receiver of Revenue ☐
- (Application forms and information on the above available from Tvl. Clothing Manufacturers Assoc.)
14. Signature and name of all Directors/Members/Partners/Proprietors listed above indicating his/her confirmation of the above information:
- 1..... 2.....
- 3..... 4.....
- Date: † Please notify us of any changes of the above information.

No. R. 3150

24 Desember 1991

WET OP ARBEIDSVERHOUDINGE, 1956
KLERASIENYWERHEID, TRANSVAAL.—
FONDSOOREENKOMS

Ek, Daniel Pieter Antonie Schutte, Adjunk-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 eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1991 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van dié Wysigingsooreenkoms, uitgesonderd die vervat in klousules 1 (1) (a), 2 (1), 9 en 13 met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1991 eindig, bindend is vir alle ander werkgewers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

DANIEL PIETER ANTONIE SCHUTTE, Adjunk-Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(TRANSVAAL)

FONDSOOREENKOMS

ooreenkomstig 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

South African Clothing and Textile Workers' Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Transvaal).

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Klerasienywerheid (Transvaal) nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie en betrokke is by die Klerasienywerheid, en deur alle werknemers wat lede is van die vakvereniging en in diens is in die Nywerheid;

(b) in die provinsie Transvaal.

(2) Ondanks subklousule (1) —

(a) is hierdie Ooreenkoms, van toepassing slegs ten opsigte van werknemers vir wie lone in die Hoofooreenkoms van die Raad voorgeskryf word;

(b) is klousules 5, 6, 7 en 10 van die Ooreenkoms van toepassing ten opsigte van 'n werknemer in die Nywerheid vir wie geen lone in die Hoofooreenkoms voorgeskryf word nie, indien so 'n werknemer en sy werkgewer onderling en met die Nywerheidsraad skriftelik daartoe ooreengekom het.

(3) By die toepassing van subklousule (2) (b) word 'n verwysing na

No. R. 3150

24 December 1991

LABOUR RELATIONS ACT, 1956
CLOTHING INDUSTRY, TRANSVAAL.—
FUND AGREEMENT

I, Daniel Pieter Antonie Schutte, Deputy-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 first Monday after the date of publication of this notice and for the period ending 31 December 1991, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 2 (1), 9 and 13, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 December 1991, 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 areas specified in clause 1 of the Amending Agreement.

DANIEL PIETER ANTONIE SCHUTTE, Deputy Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(TRANSVAAL)

FUND 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

South African Clothing and Textile Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), 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 Clothing Industry (Transvaal) —

(a) by all employers who are members of the employers' organisation and are engaged in the Clothing Industry, and by all employees who are members of the trade union and who are employed in the Industry;

(b) in the Province of the Transvaal.

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

(a) the terms of this Agreement shall, apply only in respect of employees for whom wages are prescribed in the Council's Main Agreement;

(b) the provisions of clauses 5, 6, 7 and 10 of the Agreement shall, apply in respect of any employee in the Industry for whom no wages are prescribed in the Main Agreement if such employee and his employer have mutually, and with the Industrial Council agreed thereto in writing.

(3) For the purposes of subclause (2) (b), any reference to

werknemers vir wie lone in die Hoofdooreenkoms voorgeskryf word, geag werknemers in te sluit wat in daardie Ooreenkoms bedoel word, en 'n verwysing na die loon wat vir 'n werknemer voorgeskryf word, word geag so 'n werknemer se werklike loon te bedoel.

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 1991 of vir die 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 vanaf die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan aangegaan is nie, moet die Voorsorgfonds ingevolge klousule 10 ingestel en voortgesit, gelikwieder word asof die werknemers die Nywerheid verlaat het.

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, en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken —

“Klerasiennywerheid” of “Nywerheid” die nywerheid betrokke by kleremakery, die maak, hetsy uitsluitlik of hoofsaaklik, van alle klasse bo- en onderklere, met inbegrip van nagklere en besker-mende klere, en alle klasse mans- en seunshoede en -pette van tweed en linne, en dase of enige proses wat daarmee gepaard gaan, en die maak van alle klasse voormelde kledingstukke op bestelling van 'n Staatsdepartement, 'n provinsiale administrasie, Transnet of 'n plaaslike owerheid, maar omvat dit nie kleremakery-op-maat en die vervaardiging van klere wat van pels en pelsvelle gemaak word nie;

“Opleidingsfonds van die Klerasiennywerheid” die Opleidingsfonds ingestel en geadministreer ooreenkomstig reëls wat ingevolge die konstitusie van die Federasie opgestel is;

“bydrae”, by die toepassing van klousule 10 van hierdie Ooreenkoms, 'n werknemer vir wie 'n minimum loon in die Hoofdooreenkoms voorgeskryf word, en omvat dit iemand wat ingevolge klousule 10 (4) (b) van hierdie Ooreenkoms tot die Fonds toegelaat word, maar nie ook 'n werknemer in die Nywerheid nie wat vanweë sy diensvoorwaardes 'n bydraer is tot 'n pensioen- of voorsorgfonds wat deur die Registrateur van Pensioenfondse ingevolge artikel 4 van Wet 24 van 1956 geregistreer is en deur die Direkteur-generaal van Finansies ingevolge die Inkomstebelastingwet, Wet 58 van 1962, en die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) goedgekeur is;

“Raad” die Nywerheidsraad vir die Klerasiennywerheid (Transvaal), geregistreer kragtens die Nijverheid Verzoenings Wet, 1924, en geag kragtens die Wet op Arbeidsverhoudinge, 1956, geregistreer te wees;

“ondervinding” die totale tydperk of tydperke wat 'n werknemer in diens was in die Klerasiennywerheid en/of in die Kleremakery-op-maat-nywerheid en/of in private kleremakery en/of in die Drukkersbedryf in enige hoedanigheid of hoedanighede ten opsigte waarvan lone in klousule 4 van die Hoofdooreenkoms 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 sodanige 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: Met dien verstande voorts dat 'n leerling wat in sy eerste halfjaar diens minder as 16 weke maar 13 of meer weke ondervinding op die laaste dag van dié halfjaar het, geag word die hele halfjaar in diens te gewees het: Met dien verstande voorts dat die proeftydperk van 'n werknemer ingevolge klousule 14 (1) (e) van die Hoofdooreenkoms, geag word ondervinding te wees slegs indien die dienskontrak bekragtig word: Met dien verstande voorts dat ondervinding in die Breiwyerheid beskou word as ondervinding in die Klerasiennywerheid;

“Federasie” die National Clothing Federation of South Africa;

“Fonds”, by die toepassing van klousule 10, die Voorsorgfonds van die Klerasiennywerheid (Transvaal), ingestel by die Ooreenkoms gepubliseer by Goewermentskennisgewing 1172 van 2 Augustus 1957, en by hierdie Ooreenkoms voortgesit;

employees for whom wages are prescribed in the Main Agreement shall be deemed to include employees referred to in that Agreement and any reference to the wage prescribed for an employee shall be deemed to be a reference to such employee's actual wage.

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 1991 or for such period or periods as may be determined by him.

(2) Upon the expiry 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 expiry of this Agreement or any extension thereof, the Provident Fund established and continued in terms of clause 10 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 the industry concerned with dressmaking, the making either wholly or mainly of all classes of outer and undergarments, including nightwear and protective garments, and all classes of men's and boys' tweed and linen hats and caps, and ties, or any process incidental thereto, and the making of all classes of garments as aforesaid to the order of any Government department, Provincial Administration of Transnet, or of any local authority, but excludes bespoke tailoring and the manufacture of wearing apparel made from furs and pelts;

“Clothing Industry Training Fund” means the Training Fund established and administered in accordance with rules made in terms of the constitution of the Federation;

“contributor”, for the purposes of clause 10 of this Agreement, means any employee for whom minimum wages are prescribed in the Main Agreement, and includes any person admitted to the Fund in terms of clause 10 (4) (b) of this Agreement, but shall not include any employee in the Industry who, owing 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 the Bespoke Tailoring Industry and/or private dressmaking and/or the Printing Industry 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 employers' 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 having less than 16 weeks' but 13 or more weeks' experience on the last day of that 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 experience in the Knitting Industry shall be regarded as experience in the Clothing Industry;

“Federation” means the National Clothing Federation of South Africa;

“Fund”, for the purposes of clause 10, 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;

"Hoofdooreenkoms" 'n bestaande ooreenkoms vir die Klerasieryerheid (Transvaal) wat ingevolge artikel 48 van die Wet gepubliseer is en waarin lone voorgeskryf word, of by afwesigheid van sodanige Ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

"Voorsorgfonds van die Klerasieryerheid" die Voorsorgfonds wat in 1951 deur die Garment Workers' Union of South Africa ingestel is en tot 20 Oktober 1956 as die Voorsorgfonds van die Garment Workers' Union bekend gestaan het;

"Sekretaris" die Sekretaris van die Raad, en omvat dit 'n amptenaar wat aangestel is om die Sekretaris by te staan;

"totale weekloon" die bedrag wat in geld betaalbaar is aan 'n bydraer ten opsigte van die gewone werkure;

"Opleidingsraad" die Opleidingsraad vir die Klerasieryerheid ingestel ingevolge die reëls van die Opleidingsfonds van die Klerasieryerheid en bedoel in klousule 11 van hierdie Ooreenkoms;

"week" 'n tydperk van vyf werkdag;

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

4. FONDSE VAN DIE RAAD

Die fondse van die Raad, wat by die Raad berus en deur hom geadministreer word, moet op die volgende wyse verkry word:

(1) Elke werkgewer moet op die betaaldag van elke week en met ingang van die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, 25c 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 nie van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word.

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

(3) Indien 'n bedrag wat ingevolge hierdie klousule verskuldig is, nie teen die sewende dag na die betaaldatum daarvan deur die Raad ontvang word nie, moet die werkgewers weeklikse rente op sodanige bedrag betaal of op sodanige kleiner bedrae as wat nog nie betaal is nie, bereken teen die heersende prima oortrekkingskoers plus 2 persent per jaar, gedeel deur 52 of 'n 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 die betaling van sodanige rente of gedeelte daarvan na eie goeddunke kan kwytse.

5. MEDIESE BYSTANDSVERENIGING

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

(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 R1,27 aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, uitgesonderd werknemers in subklousule (8) (a) (iii) bedoel: Met dien verstande dat geen bedrag afgetrek mag word nie van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word. Die werkgewer moet die bedrae aldus afgetrek, tesame met 'n bedrag deur die werkgewer bygevoeg wat gelyk is aan R1,27 in die geval van 'n werknemer van wie se loon R1,27 afgetrek word, binne sewe dae vanaf die einde van die week waarin die bedrae afgetrek moet word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur, tesame met 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms, behoudens subklousules (15) en (16).

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

(4) Behoudens die goedkeuring van die Raad, kan die Bestuurskomitee te eniger tyd die konstitusie van die Vereniging wysig. As daar

"Main Agreement" means any current agreement for the Clothing Industry (Transvaal), published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

"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;

"Training Board" means the Clothing Industry Training Board established in terms of the rules of the Clothing Industry Training Fund and referred to in clause 11 of this Agreement;

"week" means a period of five working days;

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

4. 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 25c 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 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 employers shall pay weekly interest on such amount or on such lesser amounts 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.

5. 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".

(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 R1,27: 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 R1,27 in the case of an employee from whose wages R1,27 has 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, except as provided for in subclauses (15) and (16).

(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 that is appointed by the Council and that consists of four representatives of the employers' organisation and four representatives of the trade union 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.

te eniger tyd 'n geskil ontstaan oor die bepalings van die konstitusie of die administrasie van die Vereniging of enige ander saak waarom 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 sodanige geskil na 'n arbiter verwys word oor wie hulle ooreengestem het, of, by ontstentenis van so 'n ooreenstemming, wat deur die Nywerheidsregistrator benoem is. Die arbiter se beslissing is finaal.

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

(6) 'n Kopie van die konstitusie, reëls en lys van bystand en wysigings daarvan moet gedurende gewone kantoorure by die kantoor van die Vereniging 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 van elke jaar ouditeer. Die geouditeerde staat en balansstaat moet daarna by die kantoor van die Nywerheidsraad ter insae lê en kopieë daarvan moet aan die Direkteur-generaal van Mannekrag, Pretoria, die werkgewersorganisasie en die vakvereniging gestuur word.

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

(i) Alle werknemers deur die Hoof-ooreenkoms gedek, behalwe werknemers wat na die ouderdom van 60 jaar vir die eerste keer diens aanvaar;

(ii) werknemers van die Raad, die vakvereniging en die werkgewersorganisasie, mits die werkgewer van sodanige werknemers die bedrag by subklousule (2) van hierdie klousule voorgeskryf van so 'n 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 bedrae afgetrek moet word, stuur aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000; en

(iii) voortsettingslede wat, by die toepassing van hierdie klousule, beteken lede wat ingevolge die voorgeskrewe voorwaardes voor die inwerkingtreding van hierdie klousule toegelaat is, en werklose lede wat om voortgesette lidmaatskap van die Vereniging aansoek gedoen het binne 30 dae na beëindiging van hul lidmaatskap van die Vereniging en/of hul diens in die Klerasiennywerheid (Transvaal) of by die Nywerheidsraad vir die Klerasiennywerheid (Transvaal), die vakvereniging en die werkgewersorganisasie en wat 15 jaar lidmaatskap van hierdie Vereniging voltooi het, wat 50 jaar oud of ouer is of wat afgeboek is as permanent ongeskik vir diens, en wat ledegeld van R2 per maand vooruit betaal: Met dien verstande dat voortsettingslede geregtig is op al die bystand wat by hierdie klousule en in die konstitusie of reëls van die Vereniging voorgeskryf word: Met dien verstande voorts dat sodanige bystand verkry word slegs 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 kragtens 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 'n dokterskaart aan hom uitgereik.

(c) By betaling van R100,00 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 hom nie vir werk laat registreer nie, word geag die Nywerheid te verlaat het, en "hom vir werk laat registreer" beteken hom vir werk laat registreer by die vakvereniging, die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) of die Departement van Mannekrag.);

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

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

(iv) in die geval van 'n voortsettingslid, indien sodanige voortsettingslid versuim het om die bydraes te betaal ten opsigte van enige maand soos voorgeskryf by paragraaf (a) (iii) en/of diens aanvaar in 'n ander nywerheid, bedryf of beroep;

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 employers' organisation and the trade union.

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

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

(ii) employees of the Council, the trade union and the employers' organisation, provided the employer of such employees deducts the amount prescribed in subclause (2) of this clause from such employee's wage and forwards 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 admitted in terms of the prescribed conditions prior to the coming into effect of this clause, and unemployed members who have applied for continued membership of the Society within 30 days of ceasing membership of the Society and/or employment in the Clothing Industry (Transvaal) or with the Industrial Council for the Clothing Industry (Transvaal), the trade union and the employers' organisation and who have completed 15 years of membership with this Society, who are 50 years or more of age or who have been booked off as permanently unfit for employment, and who pay a subscription of R2 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 R100,00 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 and "registering for employment" shall mean registering for employment with the trade union, the Industrial Council for the Clothing Industry (Transvaal) or the Department of Manpower.);

(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 paragraph (a) (iii) and/or takes up employment in any other industry, trade or occupation;

(v) wanneer 'n lid die afhanklike word van 'n lid van 'n mediese skema kragtens 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, word na die betaling van bydraes van 13 agtereenvolgende weke geag lid van die Vereniging te gewees het vir die tydperk van hierdie diens in die Nywerheid.

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

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

(b) medisyne deur sodanige algemene praktisyn voorgeskryf, teen die nominale tarief waarop die Bestuurskomitee besluit en wat in die reëls aangeteken is.

(10) Alle lede van wie se lone vir 13 of meer agtereenvolgende weke bedrae ingevolge subklousule (2) 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 by spesialiste deur die Bestuurskomitee aangestel;

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

(d) betaling van gelde vir ambulanse bestel deur die mediese beamptes of spesialiste van die Vereniging, teen die nominale tarief waarop die Bestuurskomitee besluit en wat in die reëls aangeteken is.

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

(a) Operasies en behandeling deur spesialiste deur die Bestuurskomitee aangestel;

(b) hospitalisasie vir sodanige operasies en behandeling in verpleeginrigtings of hospitale deur die Bestuurskomitee goedgekeur.

(12) Ingeval hierdie Ooreenkoms deur verloop van tyd verstryk of om 'n ander rede eindig, moet die Bestuurskomitee voortgaan om die Vereniging te administreer totdat dit óf gelikwider is óf deur die Raad aan 'n ander fonds of fondse oorgedra is waarvan die oogmerke uitsluitlik die bevoordeling van die werknemers van die Klerasienswerheid (Transvaal) is: Met dien verstande dat indien geen nuwe ooreenkoms wat bepaal dat die Vereniging voortgesit word, binne een jaar na die verstryking van hierdie Ooreenkoms aangegaan word nie of die Vereniging nie soos hierbo vermeld 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 die lede van die Komitee wat bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag vir sodanige doeleindes lede daarvan te wees: 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 gelyktalligheid van 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 bereik wat die administrasie van die Vereniging na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel wat die pligte van die Komitee moet uitvoer en wat vir sodanige doel oor al die bevoegdhede van die Komitee beskik. 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): Met dien verstande dat as die sake van die Raad by sodanige verstryking reeds beredder is en sy bates verdeel is, die saldo van die fondse van die Vereniging verdeel moet word soos bepaal by artikel 34 (4) van die Wet asof dit deel uitmaak van die algemene fondse van die Raad.

(14) By die likwidering van die Vereniging ingevolge subklousules (12) en (13) moet die geld wat in die krediet van die Vereniging oorby

(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 this employment in the Industry.

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

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

(b) medicines prescribed by such general practitioner, at such nominal charge as may be decided upon by the Management Committee and recorded in the rules.

(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 officers") appointed by the Management Committee;

(b) consultations with such specialists are as 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 offices or specialists of the Society, at such nominal charge as may be decided upon by the Management Committee and recorded in the rules.

(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 referred to in subclauses (9) and (10), be entitled to the following:

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

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

(12) In the event of the expiry 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 is 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 expiry of this Agreement or the Society is not 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. If such committee is unable or unwilling to discharge its duties or it reaches a deadlock which renders the administration of the Society impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees who shall carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. If no Council exists, the Society shall, upon the expiry of this Agreement, be liquidated by the Committee or the trustees, as the case may be, in the manner set forth in subclause (14): Provided that if upon such expiry 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 the liquidation of the Society in terms of subclauses (12) and (13), the moneys remaining to the credit of the Society after the

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) Subklousule (3) van klousule 4 is *mutatis mutandis* van toepassing op hierdie klousule.

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

(b) 'n Werkgever moet op versoek van die Sekretaris sy werknemers toelaat om gedurende hul werke tyd vry af te neem om aan 'n X-straalondersoek onderwerp te word, en geen bedrag mag vir die tyd wat hierdeur verloor word van die werknemer se loon 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 vanaf die datum van sodanige versoek aan 'n X-straalondersoek moet onderwerp. 'n Werknemer wat versuim om aan sodanige versoek te voldoen, kom nie vir indiensneming in die Klerasiennywerheid in aanmerking nie, en geen werkgever mag sodanige werknemer in diens neem nie.

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

(19) Alle fondse wat meer is as die Vereniging se benodigdhede, moet ooreenkomstig artikel 21 (3) van die Wet belê word.

(20) Die fondse van die Vereniging bestaan uit—

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

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

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

6. SLAPTEBESOLDIGINGSFONDS

(1) Hierby word 'n fonds voortgesit wat bekend staan as die Slaptesoldigingsfonds 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 die Hoof-ooreenkoms op korttyd geplaas is en aan werknemers wat in diens was by 'n werkgever wat in finale likwidasie geplaas is. Bystand moet betaal word teen die skale en op die voorwaardes wat voorgeskryf word in die reëls wat deur die Raad aanvaar is vir die administrasie van die Fonds. '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 Fonds bestaan uit—

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

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

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

(3) (a) Elke werkgever moet op die betaaldag van elke week 10c aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in die Hoof-ooreenkoms voorgeskryf word: Met dien verstande dat geen bedrag afgetrek mag word nie van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word.

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

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

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.

(16) The provisions of subclause (3) of clause 4 shall *mutatis mutandis* apply to this clause.

(17) (a) No person who has not previously been employed in the Industry or who 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) An employer shall, at the request of the Secretary, allow his employees to take time off during their working hours to be X-rayed 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.

(18) 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.

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

(20) 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.

6. 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 the Main Agreement and to employees who have been employed by an employer who has been placed in final liquidation. 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 pay-day of each week deduct 10c from the wages of each of his employees for whom minimum wages are prescribed in the Main Agreement: 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 fell 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

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

(5) Subklousule (3) van klousule 4 en subklousules (7), (12), (13), (14) en (15) van klousule 5 is *mutatis mutandis* van toepassing op hierdie klousule.

7. 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 70c afrek van die loon van elkeen van sy werknemers vir wie minimum lone in die Hoofdooreenkoms voorgeskryf word: Met dien verstande dat geen bedrag afgetrek mag word nie van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word. Die werkgever moet die bedrae aldus afgetrek, tesame met 'n bedrag deur die werkgever bygevoeg wat gelyk is aan 85c ten opsigte van elke werknemer van wie se loon 70c afgetrek word, binne sewe dae vanaf die einde van die week waarin die bedrae afgetrek moet word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur, tesame met 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms.

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

(3) Die geld van die Fonds moet, behoudens hierdie klousule, aangewend word om lede van die Fonds te voorsien van siekebesoldiging in geval van siekte, en moet geadmistreer word deur die Bestuurskomitee van die Mediese Bystandsvereniging van die Klerasiennywerheid (Transvaal), hierna die Bestuurskomitee genoem, soos deur die Raad aangestel ingevolge klousule 5(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 enige ander saak waaroor 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 sodanige geskil na 'n arbiter verwys word oor wie hulle ooreengestem het, of, by ontstentenis van so 'n ooreenstemming, wat deur die Nywerheidsregistrator benoem is. Die arbiter se beslissing is finaal.

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

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

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

(a) Siekebesoldiging moet betaal word vir tydperke van afwesigheid van die werk van drie dae of langer weens siekte: Met dien verstande dat 'n lid 'n sertifikaat voorlê wat sodanige tydperk dek, verkry van 'n mediese beampde of spesialis van die Fonds 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 die geval van siekte weens swangerskap siekebesoldiging vir hoogstens agt weke betaal word. Die Bestuurskomitee kan na goeddunke besoldiging vir 'n bykomende getal weke van hoogstens drie in 'n enkele 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 aldus bereken meer is as 65 persent van die minimum gekwalifiseerde loon voorgeskryf vir 'n masjienwerker vir die laaste

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 provisions of subclause (3) of clause 4 and subclauses (7), (12), (13), (14) and (15) of clause 5 shall *mutatis mutandis* apply to this clause.

7. 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 70c from the wages of each of his employees for whom minimum wages are prescribed in the Main 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 fall due. The employer shall forward the amounts so deducted, together with an amount added by the employer equal to 85c in respect of each employee from whose wages 70c has 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.

(b) The amounts deducted in terms of paragraph (a), together with the amount added by the employer, shall be credited to the 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 5 (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) 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 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 member produce a certificate covering such period from a medical officer or specialist of the Fund or, in the case of employees who are not members of the Fund from a doctor or specialist who attended 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 the 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 65 per cent of the minimum qualified wage prescribed for a machinist for the last period of the current Main Agreement,

periode van die huidige Hoofdooreenkom, opwaarts afgerond tot die naaste rand, net sodanige bedrag betaal moet word.

(d) 'n Lid wat minstens 26 weke in diens van dieselfde werkgewer was, moet 'n bedrag betaal word wat gelyk is aan vier en 'n derde week se loon wanneer sy met kraamverlof gaan.

(8) Alle geld wat meer is as die Fonds se benodigdhede, moet ooreenkomstig artikel 21(3) van die Wet belê word.

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

(b) By die toepassing van subklousule (7), 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 (7) betaal nie 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 elke jaar sluit.

(10) Die Bestuurskomitee het die bevoegdheid om die bedrag aan siekebesoldiging wat aan lede toegestaan moet word en die voorwaardes daaraan verbonde 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 nie as dié wat by hierdie klousule voorgeskryf word.

(11) Die Fonds bestaan uit—

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

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

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

(12) Subklousule (3) van klousule 4 en subklousules (7), (12), (13), (14) en (15) van klousule 5 is *mutatis mutandis* van toepassing op hierdie klousule.

8. STABILISASIEVERSEKERINGSFONDS

(1) Die Fonds ingestel by Goewermenskennisgewing No R.2133 van 22 November 1968 word hierby gestaak.

(2) Geld wat in die Fonds oorbly of aan die Fonds verskuldig is, moet toegewys word *pro rata* tot die bydraes wat in die krediet van elke werkgewer staan voor die toewysing van geld wat betaalbaar is aan die werknemers wat eise teen die insolvente boedel van hul werkgewer het, en sodanige bedrae moet terugbetaal word aan die betrokke werkgewers, mits alle eise teen die Fonds betaal is.

9. VAKANSIEBESOLDIGINGSFONDS

(1) (a) Hierby word 'n vakansiebesoldigingsfonds voortgesit wat bekend staan as die Vakansiebesoldigingsfonds van die Klerasierywerheid (Transvaal), hierna die "Fonds" genoem. Die Fonds is nie verpligtend nie.

(b) Die Fonds bestaan uit—

(i) bydraes wat ingevolge subklousule (2) van hierdie klousule betaal word;

(ii) rente verdien op geld wat belê is; 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 word. Die rekenings moet jaarliks vir die jaarlikse tydperk eindigende 31 Desember geouditeer word. Die geouditeerde staat en balansstaat moet daarna by die kantoor van die Raad ter insae lê en kopieë daarvan moet aan die Direkteur-generaal van Mannekrag, Pretoria, die vakvereniging en die werkgewersorganisasie gestuur word.

(d) Alle geld wat 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. 'n Aanvraag om onttrekking uit die spaarbankrekening moet deur die 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 verpligtings van die Fonds na te kom, moet uit die spaarbankrekening onttrek en in Rekening No 2 van die Raad gestort word en alle verpligtings van die Fonds moet daarna per tjek betaal word wat op laasgenoemde rekening getrek word.

rounded off upwards to the nearest Rand, only such amount shall be paid.

(d) A member who has been in the employ of the same employer for at least 26 weeks shall be paid an amount equal to four-and-a-third weeks' wages upon going on maternity leave.

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

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

(b) For the purposes of subclause (7), 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 (7) 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.

(10) 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.

(11) 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.

(12) The provisions of subclause (3) of clause 4 and subclauses (7), (12), (13), (14) and (15) of clause 5 shall *mutatis mutandis* apply to this clause.

8. STABILISATION INSURANCE FUND

(1) The Fund established in terms of Government Notice No. R.2133 of 22 November 1968 is hereby discontinued.

(2) Any moneys remaining in the Fund or due to the Fund shall be allocated *pro rata* to the contributions standing to the credit of each employer prior to the allocation of moneys payable to the employees who have claims against the insolvent estate of their employer, and such amounts shall be refunded to the employers concerned, provided that all claims against the Fund have been paid.

9. 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". The Fund is non-compulsory.

(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 period 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 trade union and the employers' organisation.

(d) All moneys received by the Secretary of the Council shall within seven days after receipt be deposited in a savings bank account designated 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) 'n Werkgewer wat verkies om op 'n vrywillige grondslag in die Fonds te deel, moet binne sewe dae vanaf die datum waarop lone aan sy werknemers betaal is, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, 'n bedrag stuur gelyk aan 8 persent van die totale bedrag van die lone aldus aan sy werknemers betaal, min enige bedrag gedurende die voorafgaande week ingevolge klousule 13(2) van die Hoofoorreenskoms betaal, tesame met 'n staat in die vorm van Aanhangel B van hierdie Ooreenskoms.

(3) Alle bedraë 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) 'n Werkgewer wat tot die Fonds bydra, moet ingevolge klousule 13 van die Hoofoorreenskoms in die maand Desember en uiterlik vyf dae voor die sluiting van sy fabriek vir die jaarlikse verlof, aan die Raad 'n lys stuur 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 'n werkgewer ingevolge subklousule (2) gestuur is, minder is as die totale bedrag aan 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 'n werkgewer ingevolge subklousule (2) gestuur is, meer is as die totale bedrag aan vakansiebesoldiging wat aan al sy werknemers verskuldig is, moet sodanige oorskot aan die betrokke werkgewer terugbetaal word op die datum waarop die vakansiebesoldiging aan sy werknemers uitbetaal word.

(7) Hierdie klousule is *mutatis mutandis* van toepassing in die geval van 'n fabriek wat in die loop van enige jaar sluit.

(8) Enige geld gehou in hierdie Fonds moet, in die geval van die insolvensie van 'n werkgewer wat tot hierdie Fonds bygedra het, afgetrek word van die eis ingestel teen 'n borg en/of insolvente boedel, na gelang van die geval.

(9) Die Uitvoerende Komitee is verantwoordelik vir die bestuur van hierdie Fonds.

(10) Die rente verdien 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* tot die totale bedraë wat van elke werkgewer gedurende die jaar eindigende 31 Desember van elke jaar ontvang is.

(11) 'n Werkgewer wat alle geld bydra soos ingevolge subklousules (2) en (5) vereis, is nie verantwoordelik nie vir die betaling van die jaarlikse vakansieverlofbesoldiging en betaling vir openbare vakansiedae met besoldiging wat binne die verloftydperk val wat by klousule 13(1), (2) en (4) van die Hoofoorreenskoms voorgeskryf word.

10. VOORSORGFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)

(1) Hierby word 'n voorsorgfonds voortgesit wat bekend staan as die Voorsorgfonds van die Klerasienywerheid (Transvaal), waarvan die doel is om bystand te verleen aan bydraers soos in hierdie Ooreenskoms bepaal.

(2) Die Fonds bestaan uit—

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

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

(c) geld wat aan individuele bydraers kragtens klousule 12 van hierdie Ooreenskoms gekrediteer word;

(d) alle ander bedraë waarop die Fonds geregtig word of wat aan die Fonds geskenk word.

(3)(a)(i) Die administrasie van die Fonds berus by 'n Administratiewe Komitee, welke Komitee minstens een maal elke kwartaal moet vergader en bestaan uit vier werkgewersvertegenwoordigers en vier werknemersvertegenwoordigers aangestel deur die Nywerheidsraad vir die Klerasienywerheid (Transvaal). Vir elke verteenwoordiger moet 'n plaasvervanger aangestel word.

(ii) Die reëls van die Fonds soos aanvaar deur die Nywerheidsraad vir die Klerasienywerheid (Transvaal) kan, behoudens die goedkeu-

(2) An employer who elects to participate in the Fund on a voluntary basis 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) of the Main Agreement 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) An employer who contributes to the fund shall, in terms of clause 13 of the Main Agreement, 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 his employees, together with the amount of holiday pay and payment for paid public holidays due to each employee.

(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.

(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 off-set against the claims 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.

(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) 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 the Main Agreement.

10. PROVIDENT FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)

(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.

(3) (a) (i) 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 four employers' representatives and four employees' representatives appointed by the Industrial Council for the Clothing Industry (Transvaal). For each representative an alternate shall be appointed.

(ii) The rules of the Fund as adopted by the Industrial Council for the Clothing Industry (Transvaal) may be amended at any time by the

ring van die Raad en subklousule (9), te eniger tyd deur die Administratiewe Komitee gewysig word.

(b) Drie werkgewersverteenwoordigers en drie werknemersverteenwoordigers maak 'n kworum uit en alle sake word by meerderheid van stemme beslis.

(c) Alle administrasiekoste kom ten laste van die Fonds.

(d) 'n Kopie van die reëls en wysigings daarvan moet gedurende gewone kantoorure by die kantoor van die Sekretaris vir alle werkgewers of bydraers ter insae beskikbaar wees. 'n Kopie van sodanige reëls en wysigings daarvan moet aan die Direkteur-generaal van Finansies en die Direkteur-generaal van Mannekrag, Pretoria, verskaf word.

(e) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel, wie se besoldiging uit die Fonds betaal word. Die rekenings moet jaarliks vir die jaarlikse tydperke eindigende 31 Desember geouditeer word. Die geouditeerde staat en balansstaat moet daarna by die kantoor van die Nywerheidsraad ter insae lê en kopieë daarvan moet aan die Direkteur-generaal van Mannekrag, Pretoria, die vakvereniging en die werkgewersorganisasie gestuur word.

(f) Alle geld wat die Fonds ontvang, moet gestort word in 'n bankrekening wat op naam van die Fonds geopen word. 'n Amptelike kwitansie moet uitgereik word vir alle geld wat in die Fonds ontvang word en onttrekkings uit die Fonds moet geskied per tjek geteken deur die persone wat van tyd tot tyd deur die Administratiewe Komitee daartoe gemagtig word.

(g) 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 Nywerheidsregistrator goedgekeur.

(4) Die Lidmaatskap van die Fonds bestaan uit —

(a) alle werknemers vir wie minimum lone in die Hoofooreenkoms vir die Klerasiennywerheid (Transvaal) voorgeskryf word;

(b) werknemers in die Nywerheid of lede van die personeel van die Transvaal Clothing Manufacturers' Association, die vakvereniging of die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) wat, met die instemming van hul werkgewer, bydraers tot die Fonds word.

(5) (a) (i) Elke werkgewer moet op die betaaldag van elke week en met ingang van die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms 2 persent van die voorgeskrewe loon betaalbaar aan sodanige bydraer, bereken tot die naaste sent, aftrek van die loon van elke bydraer in sy diens: Met dien verstande dat geen bedrag afgetrek mag word nie van die loon van 'n bydraer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word.

(ii) Tot die totale bedrag wat ingevolge subparagraaf (i) afgetrek word, moet elke werkgewer 'n gelyke bedrag ten opsigte van elke werknemer bydra.

Die werkgewer moet die totale bedrae wat ingevolge subparagraaf (i) afgetrek word, tesame met sy eie bydrae ingevolge subparagraaf (ii) binne sewe dae vanaf die datum waarop die bedrae afgetrek is, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur, tesame met 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms.

(b) 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.

(c) Subklousule (3) van klousule 4 is *mutatis mutandis* van toepassing op hierdie klousule.

(6) (a) (i) Bystand word aan bydraers verleen soos in die reëls van die Fonds voorgeskryf.

(ii) Bydraers wat die Nywerheid verlaat het, kan aansoek doen om die terugbetaling van al die opgelope bystand. Betaling aan 'n bydraer word nie gedoen voordat so 'n bydraer ses maande uit die Nywerheid is nie (uitgesonderd na goeddunke van die Administratiewe Komitee).

Aansoek om bystand moet skriftelik gedoen word in die vorm voorgeskryf in die reëls van die Fonds.

(b) Van elke bydraer word vereis om 'n bevoordeelde te benoem aan wie, in geval van die dood van die bydraer, enige bystand wat aan so 'n bydraer verskuldig is, betaal moet word. Ingeval die Fonds nie van so 'n bevoordeelde in kennis gestel is nie, moet enige bystand wat ten tyde van 'n bydraer se dood verskuldig is, in die boedel van so 'n gestorwe bydraer gestort word.

Administrative Committee subject to the approval of the Council and to the provisions of subclause (9).

(b) Three employers' representatives and three employees' representatives shall constitute a quorum and all matters shall be determined by a majority vote.

(c) All expenses of administration shall be a charge against the Fund.

(d) 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.

(e) 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 trade union and the employers' organisation.

(f) 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 Administrative Committee.

(g) 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.

(4) The membership of the Fund shall consist of—

(a) all employees for whom minimum wages are prescribed in the Main Agreement for the Clothing Industry (Transvaal);

(b) employees in the Industry or members of the staff of the Transvaal Clothing Manufacturers' Association, the trade union or the Industrial Council for the Clothing Industry (Transvaal) who, with the consent of their employer, become contributors to this Fund.

(5) (a) (i) 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 wage of each contributor in his employ 2 per cent of the prescribed wage payable to such contributor, calculated to the nearest cent: 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 fall due.

(ii) To the aggregate amount deducted under subparagraph (i), every employer shall contribute an equal amount in respect of each employee.

The employer shall forward the total amounts deducted under subparagraph (i) together with his own contribution in terms of subparagraph (ii) 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, within seven days from the date on which the deductions were made.

(b) Should an employer fail to make the required deductions from the remuneration of his employee he shall not be entitled to recover from his employee the amount claimed from him.

(c) The provisions of subclause (3) of clause 4 shall *mutatis mutandis* apply to this clause.

(6) (a) (i) Benefits shall be provided to contributors as may be prescribed in the rules of the Fund.

(ii) 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.

(b) 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.

Die benoeming van 'n bevoordeelde moet in die vorm van Aanhangsel A gedoen word.

(c) Indien 'n bydraer na die Nywerheid terugkeer voordat betaling na 'n aansoek om terugbetaling gedoen is, vervel die aansoek outomaties en word bydraes onmiddellik hervat.

(d) Met 'n bedrag in die krediet van 'n bydraer wat vir 'n ononderbroke tydperk van drie jaar nie in die Nywerheid in diens was nie, moet gehandel word soos in die reëls bepaal.

(7) (a) Die minimum bystand wat aan 'n bydraer by terugbetaling betaal moet word, is die totale bedrag deur sodanige bydraer bygedra, plus—

(i) indien die getal weeklikse bydraes altesaam 288 of meer maar minder as 336 is, 20 persent van die bedrag namens hom deur sy werkgever bygedra;

(ii) indien die getal weeklikse bydraes altesaam 336 of meer maar minder as 384 is, 40 persent van die bedrag namens hom deur sy werkgever bygedra;

(iii) indien die getal weeklikse bydraes altesaam 384 of meer maar minder as 480 is, vir elke daaropvolgende 48 weeklikse bydraes 'n addisionele 20 persent van die bedrag namens hom deur sy werkgever bygedra;

(iv) indien die getal weeklikse bydraes altesaam 480 of meer is, 100 persent van die bedrag namens hom deur sy werkgever bygedra;

of, in die geval van die dood van die bydraer, is die bystand wat aan sy bevoordeelde betaal moet word die totale bedrag deur sodanige bydraer bygedra, plus 100 persent van die bedrag namens hom deur sy werkgever bygedra.

(b) Ten einde die persentasie van die werkgever se bydraes te bereken wat verskuldig is aan bydraers in subklousule (10) bedoel, beteken "tydperk van bydraes" die totale getal weke waarmee sodanige lid in daardie subklousule gekrediteer word, en sodanige getal weke word beskou as bykomende weeklikse bydraes, maar die persentasie van die werkgever se bydraes word bereken slegs op die weeklikse bydraes wat werklik na 31 Desember 1956 betaal is.

(c) 'n Lid wat na die Nywerheid terugkeer nadat sy bydraes aan hom terugbetaal is, word geag 'n nuwe bydraer te wees.

(d) 'n Lid aan wie sy bydraes ingevolge 'n vorige ooreenkoms terugbetaal is, word met ingang van die inwerkingtreding van hierdie Ooreenkoms as 'n nuweling in die Nywerheid beskou.

(8) Benewens die terugbetaling van 'n bydraer se eie bydraes en die betaling van die bystand wat aan hom toegeval 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 vanaf die datum van die eerste bydrae;

(ii) rente nie betaalbaar is vir 'n los tydperk van minder as drie maande nie;

(iii) rente slegs op volle bedrae van R2 betaalbaar is;

(iv) aan bydraers rente slegs op hul eie bydraes betaal word;

(v) die rente wat in bydraers se guns oploop in die bydraers se rekenings gekrediteer word en aan hulle betaal word saam met die terugbetaling van bydraes en ander bystand wat verskuldig is.

(9)(a) Die Raad kan van tyd tot tyd die bystand in hierdie Ooreenkoms vermeld, vermeerder deur 'n bonus te verklaar, gelet op verbetering in die finansies van die Fonds as gevolg van—

(i) die oploop van rente;

(ii) bydraers wat die Nywerheid verlaat voordat hulle vir die volle 100 persent van die werkgevers se bydraes in aanmerking kom:

Met dien verstande dat so 'n bonus bepaal word slegs na 'n ondersoek deur 'n openbare rekenmeester na die bates en laste van die Fonds: Met dien verstande voorts dat sodanige bonus nie meer mag wees nie as 'n bedrag wat deur sodanige rekenmeester aanbeveel is. Sodanige bonus moet in die bydraer se rekening gekrediteer word en is aan sodanige bydraer betaalbaar gelyktydig met en benewens die bystand wat by subklousules (6) en (7) voorgeskryf word.

The nomination of a beneficiary shall be made in the form of Annexure A.

(c) If 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.

(d) 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.

(7) (a) The minimum benefits that shall be paid to a contributor on withdrawal shall be the total amount contributed by such contributor plus—

(i) if the total number of weekly contributions is 288 or more, but less than 336, 20 per cent of the amount contributed on his behalf by his employer;

(ii) if the total number of weekly contributions is 336 or more, but less than 384, 40 per cent of the amount contributed on his behalf by his employer;

(iii) if the total number of weekly contributions is 384 or more, but less than 480, for each succeeding 48 weekly contributions an additional 20 per cent of the amount contributed on his behalf by his employer;

(iv) if the total number of weekly contributions is 480 or more, 100 per cent of the amount contributed on his behalf by his employer;

or, in the case of the death of the contributor, the benefits which 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.

(b) For the purposes of calculating the percentage of the employer's contributions due to contributors referred to in subclause (10), "period of contribution" shall mean the total number of weeks with which such member is credited in that subclause 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.

(c) A member who re-enters the Industry after withdrawing contributions shall be deemed to be a new contributor.

(d) A member who has withdrawn his contributions 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.

(8) 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) contributors shall be paid interest only on their own contributions;

(v) the interest accruing to contributors shall be credited to the contributors' accounts and paid to them together with the refund of contributions and any other benefits which may be due.

(9) (a) 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—

(i) accrual of interest;

(ii) contributors leaving the Industry before qualifying for the full 100 per cent of the employers' contributions:

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 subclauses (6) and (7).

(b) Die Raad kan geld wat verkry word soos bedoel in paragraaf (a) (i) en (ii) ook gebruik vir die vergroting van die bystand—

(i) aan bydraers wat verplig is om die Nywerheid vir goed te verlaat weens swak gesondheid of ongeskiktheid; of

(ii) aan afgestorwe bydraers deur die betaling van sterftebystand aan die boedel, die bevoordeelde of bevoordeeldes of enigeen wat die begrafniskoste van sodanige afgestorwe bydraer betaal.

(10) Benewens alle ander bystand waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word, is lede wat voor 31 Desember 1956 bydraers tot die Voorsorgfonds van die Klerasiennywerheid (Transvaal) was, geregtig op die bedrae waarmee hul individuele rekenings gekrediteer is ingevolge klousule 12 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R.1329 van 30 Julie 1971.

Bystand mag—

(a) op generlei wyse gesedeer, afgestaan, oorgeplaas of oorge-
maak word nie, nóg in die algemeen, nóg as sekuriteit vir skuld of
verpligting van die bydraer, en die Fonds is onder geen verpligting
om sodanige beweerde sessie, afstand, oorpasing of oormaking te
erken of daarvolgens op te tree nie;

(b) nie in beslag geneem word ingevolge 'n hofbevel of -prosesstuk
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.

(12) Ondanks andersluidende bepalings hierin vervat, kan die
Nywerheidsraad vir die Klerasiennywerheid (Transvaal) die Fonds
formeel ontbind soos bepaal en alle fondse, bates en laste oordra aan
'n fonds behoorlik gekonstitueer vir wesenlik dieselfde doelstellings as
dié waarvoor hierdie Fonds in die lewe geroep is. Indien daar so besluit
word, moet alle bedrae wat in die persoonlike krediet van lede van die
Fonds staan, oorgeplaas word in hul krediet in die nuwe fonds en die
bystand verskuldig aan lede op die datum van sodanige oorpasing mag
op generlei wyse deur sodanige oorpasing verminder word nie.

(13) Ingeval die Raad ontbind word gedurende die geldigheidster-
myn 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 vervat
in hierdie Ooreenkoms, gestaak word met ingang van die dag 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* gelikwider word op die wyse by
klousule 2(2) van hierdie Ooreenkoms voorgeskryf: Met dien ver-
stande dat die pligte in verband met sodanige likwidasië verrig moet
word deur sodanige ander liggaam of persone as wat die Nywer-
heidsregistrator aanstel.

(14) By likwidasië van die Fonds ingevolge subklousule (13) en die
uitbetaling van geld verskuldig aan lede ingevolge daardie subklousule
moet die geld wat in die krediet van die Fonds oorbly na uitbetaling van
alle eise teen die Fonds, met inbegrip van administrasie- en likwidasië-
koste, in die fondse van die Raad gestort word. Indien die sake van die
Raad reeds beredder is en sy bates verdeel is, moet die saldo van
hierdie Fonds verdeel word soos by artikel 34(4) van die Wet bepaal,
asof dit deel uitmaak van die algemene fondse van die Raad.

(15) Die lede van die Nywerheidsraad of die lede van die
Administratiewe Komitee word nie aanspreeklik gehou nie vir 'n
handeling wat tot 'n verlies vir die Fonds kan lei, waar sodanige
handeling te goeder trou verrig is.

11. OPLEIDINGSRAAD VIR DIE KLERASIENYWERHEID

(1) Nademaal die Raad in kennis gestel is van die totstandkoming
van die Opleidingsraad vir die Klerasiennywerheid (wat deur die
National Clothing Federation of South Africa ingestel is, en hierna die
"Opleidingsraad" genoem word), magtig hy hierby, ten einde die
doelwitte uiteengesit in die reëls van die Opleidingsfonds van die
Klerasiennywerheid te verwesenlik, die invordering van bydraes
ooreenkomstig die prosedure in hierdie klousule uiteengesit.

(2) (a) Behoudens paragraaf (b) moet elke werkgewer in die
Nywerheid 'n bedrag gelykstaande met 85c per werknemer per week
tot die Opleidingsfonds bydra, welke bedrag binne sewe dae na die
einde van die week waarin die bydraes betaalbaar is, aan die Sekretaris
van die Raad, Posbus 5101, Johannesburg, 2000, betaal moet word.

(b) Geen betaling word ten opsigte van 'n werknemer vir 'n week
waarin hy minder as 20 uur gewerk het, gedoen nie.

(b) The Council may also use moneys arising out of paragraph (a)
(i) and (ii) to augment benefits—

(i) to contributors who are compelled to leave the Industry
permanently on account of ill-health or incapacity; or

(ii) 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.

(10) In addition to any other benefits provided for in this Agree-
ment, members who were contributors to the Provident Fund for the
Clothing Industry (Transvaal) 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.

(11) 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 and 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.

(12) 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 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 personal credit of members of the
Fund shall be transferred to their credit under the new fund and the
benefits due to members, as at the date of such transfer, shall in no way
be diminished by virtue of such transfer.

(13) In the event of the Council's being dissolved during the
currency of this Agreement or any extension thereof or before the
expiry of the period of two years referred to in clause 2 (2), then,
notwithstanding anything to the contrary contained in this Agreement,
contributions to the Fund shall cease as from the day following the date
of publication in the *Government Gazette* of the notice of dissolution
of the Council in terms of section 34 (2) of the Act and the Fund shall
be liquidated *mutatis mutandis* in the manner laid down in clause 2 (2)
of this Agreement: Provided that the duties in connection with such
liquidation shall be performed by such other body or persons as the
Industrial Registrar may appoint.

(14) Upon liquidation of the Fund in terms of subclause (13) and
payment of money due to members in terms of that subclause, the
moneys remaining to the credit of the Fund after payment of all claims
against the Fund, including administration and liquidation expenses,
shall be paid into the funds of the Council. If the affairs of the Council
have already been wound up and its assets distributed, the balance of
this Fund shall be distributed as provided for in section 34 (4) of the
Act, as if it formed part of the general funds of the Council.

(15) The members of the Industrial Council or the members of the
Administrative Committee shall not be held responsible for any act
which may result in loss to the Fund where such act was done in good
faith.

11. CLOTHING INDUSTRY TRAINING BOARD

(1) The Council having been advised of the establishment of the
Clothing Industry Training Board (established by the National
Clothing Federation of South Africa and hereinafter referred to as the
"Training Board"), hereby authorises, for the purposes of implement-
ing the objects set forth in the rules of the Clothing Industry Training
Fund, the collection of contributions in accordance with the procedure
detailed in this clause.

(2) (a) Subject to the provisions of paragraph (b), every employer
in the Industry shall contribute to the Training Fund an amount equal
to 85c 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.

(b) No payment shall be made in respect of an employee for any
week in which he is employed for less than 20 hours.

(3) Die totale bedrag aan bydraes wat deur die Raad ooreenkomstig subklousule (2) ingevorder word, min die invorderingsgeld waaroor die Raad en die National Clothing Federation of South Africa ooreengekom het, moet voor of op die 28ste dag van die maand wat volg op die maand waarin die bydraes ontvang word, aan die National Clothing Federation of South Africa betaal word ten behoeve van die Opleidingsfonds, Posbus 8107, Johannesburg, 2000.

(4) Kopieë van die reëls en alle geouditeerde jaarrekenings en balansstate van die Opleidingsfonds moet by die Raad en by die Direkteur-generaal van Mannekrag ingedien word. By die toepassing van hierdie subklousule, omvat die uitdrukking "reëls" enige wysiging aan die reëls wat van tyd tot tyd aangeneem word.

(5) Subklousule (3) van klousule 4 *mutatis mutandis* van toepassing op hierdie klousule.

12. AANSPREKLIKHEID VIR DIE BETALING VAN BYDRAES

(1) Ondanks klousules 4, 5, 6, 7, 10 en 11 van hierdie Ooreenkoms moet die totale bedrag aan bydraes wat deur die werkgewer verskuldig en betaalbaar in aan die Fondse in hierdie klousules bedoel, bereken word deur die gewone weeklikse bedrag wat van die werknemer se loon afgetrek moet word vir elkeen van die Fondse, plus die bedrag wat bygevoeg moet word as die werkgewer sy bydrae tot elke Fonds en die weeklikse bydrae ingevolge klousule 11, te vermenigvuldig met die getal Vrydae wat in elke kalendermaand val — uitgesonderd Desembermaand wat geag word slegs drie Vrydae te hê — ten opsigte van elke werknemer in sy diens op die eerste dag van elke kalendermaand, uitgesonderd Januariemaand, ten opsigte waarvan geen bydraes aan enige van die Fondse betaalbaar is nie.

(2) Die bedrae moet gedurende Januariemaand van elke jaar afgetrek word, en moet van elke nuwe werknemer se werklike weekloon afgetrek word vanaf die datum waarop hy in diens tree, maar ondanks klousules 4, 5, 6, 7, 8 en 10 van hierdie Ooreenkoms moet die bedrae wat in Januarie en in die indienstredingsmaand van 'n werknemer afgetrek word, tesame met die voorgeskrewe werkgewersbydrae, nie aan die Raad oorbetal word nie, en die werklike weekloon wat die werkgewer aan 'n werknemer betaal, moet verminder word met die bedrag wat vir Januariemaand of gedurende die indienstredingsmaand van 'n werknemer afgetrek word, en die werkgewer is die eienaar van die bedrae wat aldus afgetrek word.

(3) Die Raad moet 'n maandelikse staat, in duplo, in die vorm van Aanhangel C aan elke werkgewer voorlê, bereken soos in subklousule (1) uiteengesit, en van die vermelde bedrag moet die werkgewer al die bydraes aftrek wat ingevolge klousules 4, 5, 6, 7, 10 en 11 van hierdie Ooreenkoms betaal is. Indien daar 'n onbetaalde saldo oorbly, moet sodanige onbetaalde saldo voor of op die 10de dag van die maand wat volg op die maand waarop dit betrekking het, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, betaal word.

(4) Elke werkgewer moet een kopie van die staat hierbo bedoel, terugstuur aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, voor of op die 10de dag van die kalendermaand wat volg op die kalendermaand waarop dit betrekking het, tesame met die volgende inligting:

(a) die datum waarop die dienste van 'n werknemer gedurende die kalendermaand beëindig is, moet in die tersaaklike kolom van die staat ingevul word en sy dokterskaart moet aan hierdie vorm vasgeheg word. Versuim om die diensbeëindigingsdatum in te vul of om die dokterskaart terug te stuur, maak die werkgewer aanspreeklik vir die bydraes asof sodanige werknemer nog in sy diens is.

(b) Die vanne van alle nuwe werknemers en hul voorletters, klokkaartnummers (indien daar is), werklike lone betaal, datums van indiensneming en beroepe moet ingevul word op die blanko Aanhangel C-vorm wat die maandelikse staat moet vergesel en daarmee saam teruggestuur moet word.

(c) Enige verandering in die besonderhede betreffende die klokkaartnummer (indien daar is), die werklike loon betaal en die beroep moet aangeteken word op die gedetailleerde Aanhangel C-vorm wat die maandelikse staat moet vergesel en daarmee saam teruggestuur moet word.

(d) Indien 'n werknemer se van verander vanweë 'n huwelik of om enige ander rede, moet die van nie op die Aanhangel C-vorm verander word nie, maar die werknemer moet persoonlik by die Raad aansoek doen om die verandering aan te bring.

(3) The total amount of contributions collected by the Council in accordance with the provisions of subclause (2), less such amount as shall be agreed upon by the Council and the National Clothing Federation of South Africa as a collection fee, shall be paid to the National Clothing Federation of South Africa on behalf of the Training Fund, P.O. Box 8107, Johannesburg, 2000, not later than the 28th day of the month following that during which the contributions are received.

(4) Copies of the rules and all audited annual accounts and balance sheets of the Training Fund shall be lodged with the Council and with the Director-General of Manpower. For the purposes of this subclause, the term "rules" shall include any amendment to the rules adopted from time to time.

(5) The provisions of subclause (3) of clause 4 shall *mutatis mutandis* apply to this clause.

12. LIABILITY FOR PAYMENT OF CONTRIBUTIONS

(1) Notwithstanding the provisions of clauses 4, 5, 6, 7, 10 and 11 of this Agreement, the total amount of contributions due and payable by the employer to each of the Funds referred to in these clauses shall be calculated by multiplying the normal weekly amount that must be deducted from the employee's wage for each of the Funds, plus the amount to be added as the employer's contribution to each Fund and the weekly contribution in terms of clause 11, by the number of Fridays falling into each calendar month except the month of December, which shall be regarded as having only three Fridays in respect of each employment as at the first day of each calendar month, excluding the month of January, in respect of which no contributions shall be payable to any of the Funds.

(2) Deductions shall be made during the month of January of each year, and shall be made from each new employee's actual weekly wage from the date of starting, but notwithstanding the provisions contained in clauses 4, 5, 6, 7, 8 and 10 of this Agreement deductions made in January and in the starting month of an employee, together with the prescribed employer's contribution, shall not be submitted to the Council, and the employee's actual weekly wage paid by the employer to the employee shall be reduced by the amount deducted for the month of January or during the starting month of an employee, and ownership of the amounts so deducted shall be vested in the employer.

(3) The Council shall submit a monthly statement, in duplicate, in the form of Annexure C to each employer, calculated as set out in subclause (1), and the employer shall deduct from the amount stated all contributions paid in terms of the provisions of clauses 4, 5, 6, 7, 10 and 11 of this Agreement. Should there be a balance unpaid, such unpaid balance shall be paid to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, by not later than the 10th day of the month following the month to which it relates.

(4) Every employer shall return one copy of the statement referred to above to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, by not later than the 10th day of the calendar month following the calendar month to which it relates, together with the following information:

(a) The termination date of any employee whose services were terminated during the calendar month shall be entered in the relevant column of the statement, and his doctor's card shall be attached to this form. Failure to enter the termination date or return the doctor's card shall render the employer liable for the contributions as if such employee were still in his employ.

(b) The surnames of all new employees and their initials, clock card numbers (if any), actual wages paid, dates of engagement and occupations shall be entered on the blank Annexure C form, which shall accompany, and be returned together with, the monthly statement.

(c) Any change in the details relating to the clock card number (if any), the actual wage paid and the occupation shall be recorded on the detailed Annexure C form, which shall accompany and be returned together with, the monthly statement.

(d) Should any employee's surname be changed owing to marriage or for any other reason, the surname shall not be changed on the Annexure C form, but the employee shall personally apply to the Council for the change to be made.

13. 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 werkgever en werknemer om sodanige agente toe te laat om die ondersoek te doen en die persone te ondervra wat vir hierdie doel nodig is.

14. VRYSTELLINGS

Behoudens artikel 51(3) van die Wet kan die Raad om 'n goeie of afdoende rede vrystelling van die bepalings van klousules 5, 6 en 7 verleen.

Die bepalings van klousule 20 (2) tot (6) van die Hoof-ooreenkoms sal *mutatis mutandis* van toepassing wees hierop.

15. MAANDELIKSE BETALING VAN BYDRAES

Ondanks klousules 4 (2), 5 (2), 6 (3), 7 (2), 8 (3), 9 (2), 10 (5), 11 (2) en 12 van hierdie Ooreenkoms, moet 'n werkgever wat 'n bedrag gelykstaande met 30 persent van 'n gekwalifiseerde masjienwerker se loon per werknemer by die Raad deponeer, of wat 'n bankwaarborg ten gunste van die Raad vir sodanige bedrag by die Raad indien, behoudens die goedkeuring van die Raad toegelaat word om die bydraes betaalbaar ingevolge gemelde klousules, in te betaal voor of op die 10de dag van die maand wat volg op die maand waarin die weeklikse bedrae afgetrek en die weeklikse bydraes betaal moet word.

Op hede die 8ste dag van Augustus 1991 te JOHANNESBURG onderteken.

W. ARON, Voorsitter.

A. MARGOLIS, Ondervoorsitter.

L. WANNENBURG, Sekretaris.

13. 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.

14. EXEMPTIONS

Subject to the provisions of section 51 (3) of the Act the Council may, for any good or sufficient reason, grant exemption from the provisions of clauses 5, 6 and 7.

The provisions of clause 20 (2) to (6) of the Main Agreement shall *mutatis mutandis* apply hereto.

15. MONTHLY PAYMENTS OF CONTRIBUTIONS

Notwithstanding the provisions contained in clauses 4 (2), 5 (2), 6 (3), 7 (2), 8 (3), 9 (2), 10 (5), 11 (2) and 12 of this Agreement, any employer who deposits an amount equal to 30 per cent of a qualified machinist's wage per employee with the Council, or lodges with the Council a banker's guarantee in favour of the Council for such amount shall, subject to the approval of the Council, be permitted to submit the contributions due in terms of the clauses referred to not later than the 10th day of the month following the month during which the weekly deductions and contributions fall due.

Signed at JOHANNESBURG, this 8th day of August 1991.

W. ARON, Chairman.

A. MARGOLIS, Vice-Chairman.

L. WANNENBURG, Secretary.

AANHANGSEL A

Vul asseblief in en stuur terug aan:

VOORSORGFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)

Dienskaartnommer.....

BENOEMING VAN BEVOORDEELDE WAT BYSTAND MOET ONTVANG

1. Ek, mnr./mev./mej. (volle naam in blokletters)
- woonagtig te
- stel hierby as my bevoordeelde(s) aan:

Volle naam (name) en juiste verwantskap van bevoordeelde(s)	Gedeelte betaalbaar	Huidige adres(se) van bevoordeelde(s)
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		

om ingevolge klousule 10 (6) (b) 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 dit 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.

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

Garment-sentrum, Posbus 5101, Johannesburg, 2000, h.v. Kerk- en Endstraat, Johannesburg, 2001.

WEEKLIKSE OPGAWE

(Vorm wat ingevul moet word ingevolge klousules 4 tot 11 van hierdie Ooreenkoms)

Naam van fabriek.....

Adres

Bydraes vir die week eindigende

Fonds	Werknemer se aftrekking	Werkgewer se bydrae	Getal werknemers	Totaal	
				R	c
Mediese Bystandsvereniging	1,27	1,27	X		
Siekebesoldigingsfonds	0,70	0,85	X		
Nywerheidsraad vir die Klerasienywerheid (Transvaal)	0,25	0,25			
Slaptesbesoldigingsfonds	0,10	0,10	X		
Opleidingsraad	Nil	0,85	X		
Voorsorgfonds		Werknemer se aftekkings	Werkgewer se bydraes		
		R	c	R	c
TOTAAL VIR AL DIE FONDSE					

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):

Full name(s) and exact relationship of beneficiary(ies)	Proportion to be paid	Present address(es) of beneficiary(ies)
.....		
.....		
.....		
.....		
.....		
.....		
.....		

in terms of clause 10 (6) (b) 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 has been given by me in writing to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000.

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Garment Centre, cor. of Kerk and End Streets, Johannesburg, 2001, P.O. Box 5101, Johannesburg, 2000

WEEKLY RETURN

(Form to be completed in terms of clauses 4 to 11 of this Agreement)

Name of factory

Address

Contributions for the week ending

Fund	Employee's Deduction	Employer's Contribution	No. of Employees	Total	
				R	c
Medical Benefit Society	1,27	1,27	X		
Sick Pay Fund.....	0,70	0,85	X		
Industrial Council for the Clothing Industry (Tvl.)	0,25	0,25			
Slack Pay Fund	0,10	0,10	X		
Training Board	Nil	0,85	X		
Provident Fund		Employee's Deductions	Employer's Contributions		
		R	c		
TOTAL FOR ALL FUNDS					

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)
Garment-sentrum, h.v. Kerk- en Endstraat, Posbus 5101, Johannesburg, 2000

Nagaan vir kwitering		Byvoegings	
Kwitering		Weglatings	
Statistieke		Liassering	
Voor liassering, gaan eers na of lys deur alle afdelings was.			

[illegible]

Bydraes moet weekliks betaal word, tensy vrystelling aan u firma toegestaan is.
Hierdie opgawe moet voorgelê word voor die 10de dag van die maand wat volg op die maand waarop dit betrekking het.

Garment Centre, cor. of Kerk and End Streets, P.O. Box 5101, Johannesburg 2000

Checking for receipting		Adds	
Receipting		Lefts	
Statistics		Filing	
Before filing, check that list has been through all departments.			

[illegible]

Contributions shall be paid weekly unless exemption has been granted to your firm.
This return shall be submitted before the 10th day of the month following the month to which it relates.

Hou Suid-Afrika Skoon



Gooi rommel waar dit hoort

Keep South Africa Clean



Throw rubbish where it belongs

INHOUD			CONTENTS		
No.	Bladsy No.	Koerant No.	No.	Page No.	Gazette No.
GOEWERMENTSKENNISGEWINGS			GOVERNMENT NOTICES		
Mannekrag, Departement van			Manpower, Department of		
<i>Goewermentskennisgewings</i>			<i>Government Notices</i>		
R. 3149	Wet op Arbeidsverhoudinge, 1956: Kle- rasienywerheid, Transvaal: Hoofoor- eenkoms.....	1 13692	R. 3149	Labour Relations Act, 1956: Clothing Industry, Transvaal: Main Agreement.....	1 13692
R. 3150	do.: Fondsooreenkoms.....	31 13692	R. 3150	do.: Fund Agreement.....	31 13692