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BUITENGEWONE

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*Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.*

*All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.*

GOEWERMENSKENNISGEWINGS.

GOVERNMENT NOTICES.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

The following Government Notices are published for general information:—

DEPARTEMENT VAN ARBEID.

DEPARTMENT OF LABOUR.

* No. 1923.] [22 Augustus 1952.

* No. 1923.] [22 August 1952.

NYWERHEID-VERSOENINGSWET, 1937.

INDUSTRIAL CONCILIATION ACT, 1937.

KLEREMAKERY-OP-MAATNYWERHEID,
PRETORIA.

BESPOKE TAILORING INDUSTRY, PRETORIA.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, verklaar hierby—

I, PAUL OLIVER SAUER, Acting Minister of Labour, do hereby—

(a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms, wat in die Bylae verskyn en op die Kleremakery-op-Maatnywerheid betrekking het, van die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat een jaar vanaf die genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;

(a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement, which appears in the Schedule hereto and which relates to the Bespoke Tailoring Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that trade union;

(b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 19, 21 tot en met 23 en 27 tot en met 29 van genoemde Ooreenkoms van die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat een jaar van die genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die magistraatsdistrik Pretoria is;

(b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 tot 19 (inclusive), 21 to 23 (inclusive) and 27 to 29 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday upon the other employers and employees engaged or employed in the said industry in the Magisterial District of Pretoria;

(c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 19, 21 tot en met 23 en 27 tot en met 29 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat een jaar vanaf die genoemde tweede Maandag eindig, in die magistraatsdistrik Pretoria *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde Nywerheid, wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie; en

(c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of Pretoria and from the second Monday after the date of publication of the notice and for the period ending one year from the said second Monday, the provisions contained in clauses 3 to 19 (inclusive), 21 to 23 (inclusive) and 27 to 29 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression “employee”, contained in section *one* of the said Act; and

(d) kragtens subartikel (7) van artikel *agt-en-veertig* van genoemde Wet, dat die bepaling vervat in klousule 26 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde Maandag eindig, bindend is vir die prinsipale of aannemers vermeld in genoemde klousule van genoemde Ooreenkoms en vir persone aan wie werk uitgegee word deur sodanige prinsipale of aannemers in die magistraatsdistrik Pretoria.

P. O. SAUER,
Waarnemende Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLEREMAKERY-OP-MAAT-NYWERHEID (PRETORIA).

OOREENKOMS

ingevolge die bepaling van die Nywerheid-versoeningswet, 1937, gesluit deur die

„Pretoria and District Merchant Tailors' Association”

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

„Tailoring Workers' Industrial Union”

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

wat die partye is by die Nywerheidsraad vir die Kleremakery-op-maatnywerheid (Pretoria).

1. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel *agt-en-veertig* van die Wet bepaal en bly van krag vir 'n tydperk wat hy vasstel.

2. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepaling van hierdie Ooreenkoms moet in die magistraatsdistrik Pretoria nagekom word deur alle werkgewers en werknemers in die kleremakery-op-maatnywerheid wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Wet gebesig word en waarvan die betekenis in die Wet bepaal is, het dieselfde betekenis as in dié Wet; by 'n verwysing na 'n wet is ook alle wysigings van dié wet inbegrepe, en behalwe waar die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook vrouens in; verder, tensy dit strydig met die samehang is, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„klerevermaker”, 'n werknemer in diens vir die vermaak en/of herstel van kledingstukke wat op maat gemaak is;

„kleremakery-op-maat” —

(a) die maak van bo-klere (met inbegrip van dameskledingstukke) op maat van individuele persone en omvat ook enige proses in verband daarmee of enige onderdeel daarvan, maar dameshoedemakery of mode-makery of die maak van kledingstukke vir of ten behoeve van 'n Staatsdepartement, 'n Provinsiale Administrasie, die Suid-Afrikaanse Spoorweë en Hawensadministrasie en Plaaslike Besture is nie daarby inbegrepe nie, en „op maat gemaak” het 'n ooreenkomstige betekenis;

(b) die vermaak of herstel van bo-klere op maat van 'n persoon hetsy sulke klere voorspronglik op maat van die persoon gemaak was of nie, as dit gedoen word deur 'n werkgewer wat die bedrywighede onder (a) genoem, uitoefen;

„klerasiennywerheid”, modemakery, die vervaardiging van alle soorte bo- en onderklere, met inbegrip van nagklere, en alle soorte tweed- en linnehoede, pette en dasse; verder ook die maak van alle soorte kledingstukke wat op bestelling vir enige Staatsdepartement, Provinsiale Administrasie, die Suid-Afrikaanse Spoorweë en Hawensadministrasie, of Plaaslike Besture gemaak word, maar sluit kleremakery-op-maat nie in nie;

„klaarmaak”, die aanmekeerwerk van kledingstukke wat op maat gemaak is, voltooi met uitsondering van sny, tooi, aanpas en afmerk;

„Raad”, die Nywerheidsraad vir die Kleremakery-op-maatnywerheid (Pretoria) wat ingevolge artikel *negentien* van die Nywerheid-versoeningswet, 1937, geregistreer is;

„sny, pas en oorsny”, kleremakery-op-maat met inbegrip van sny, merk en aanpas;

„inrigting”, enige plek waar enige onderdeel van kleremakery-op-maat uitgeoefen word;

„ervaring”, die totale duur van diens by kleremakery-op-maat- en/of klerasiennywerheid, sowel voor as na die datum waarop hierdie Ooreenkoms in werking tree; met dien verstande dat enige opleidings tyd in die kleremakery-op-maat- en/of klerasiennywerheid wat 'n werknemer in enige nywer-

(d) in terms of sub-section (7) of section *forty-eight* of the said Act, declare that the provisions contained in clause 26 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, upon such principals or contractors as are referred to in the said clause of the said Agreement and upon the persons to whom work is given out by such principals or contractors in the Magisterial District of Pretoria.

P. O. SAUER,
Acting Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BESPOKE TAILORING INDUSTRY (PRETORIA).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between—

The Pretoria and District Merchant Tailors' Association (hereinafter referred to as “the employers” or “the employers' organization”), of the one part; and

The Tailoring Workers' Industrial Union (hereinafter referred to as “the employees” or “the trade union”), of the other part;

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

1. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour, in terms of section *forty-eight* of the Act, and shall remain in force for such period as may be determined by him.

2. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of Pretoria by all employers and employees in the Bespoke Tailoring Industry, who are members of the employers' organization and the trade union respectively.

3. DEFINITIONS.

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

“Act” means the Industrial Conciliation Act, 1937;

“alteration tailor” means an employee who is employed on altering and/or repairing tailored garments;

“bespoke tailoring” means—

(a) the making of outer garments, including ladies' garments to the measurement of individual persons, and includes any process in, or branch of, such making, but does not include millinery or dressmaking or the making of any garment for or on behalf of a Department of State, Provincial Administration, the South African Railways and Harbours Administration and Local Authorities, and “bespoke tailored” has a corresponding meaning;

(b) the alteration or repair of any outer garment so as to comply with the measurement of an individual person, whether such garment was originally made to the individual measurement of such person or otherwise, where carried out by an employer engaged in the activities in (a);

“Clothing Industry” means dressmaking, the making of all classes of outer and under garments, including night-wear and all classes of tweed and linen hats, caps and ties, and the making of all classes of garments to the order of any Department of State or Provincial Administration, the S.A. Railways and Harbours Administration or Local Authorities, but excludes bespoke tailoring;

“complete making” means the making up of bespoke tailored garments complete, excluding cutting, trimming, fitting on and marking up;

“Council” means the Industrial Council for the Bespoke Tailoring Industry (Pretoria) registered in terms of section *nineteen* of the Industrial Conciliation Act, 1937;

“cutting, fitting and re-cut” means the making of bespoke tailored garments, including cutting, marking up and fitting on;

“establishment” means any place in which any branch of bespoke tailoring is carried on;

“experience” means the total period of employment in bespoke tailoring and/or in the clothing industry both before and subsequent to the date of the commencement of this Agreement, provided that any period of training for the bespoke tailoring and/or clothing industry undergone by

heidskool deurgemaak het as gelykstaande met ervaring in die kleremakery-op-maat-en/of klerasiënwyerheid tot een-derde van gemelde opleidingstyd beskou moet word;

"snyer", 'n werknemer in diens vir die skets van patrone volgens die maat van individuele persone;

"kleremaker", 'n werknemer in diens vir een of meer van die volgende werksaamhede in verband met die maak van baadjies en onderbaadjies:—

- (a) Aanwerk van bykomstighede;
- (b) fatsoeneer;
- (c) binnerywerk;
- (d) moue aanryg;
- (e) seilboek in baadjies vaswerk;
- (f) baadjies berei vir opstopwerk;
- (g) rugvoerings vasryg;
- (h) onderbaadjies ryg;
- (i) kante van baadjies vasryg;
- (j) stopsel in mousgate vasryg;

"kleremaakster", 'n vroulike werknemer werksaam in verband met een of meer van onderstaande werksaamhede by die maak van baadjies en/of onderbaadjies:—

- (a) Onsigbare soomwerk;
- (b) opstopwerk;
- (c) ruwe rygwerk;
- (d) naaiwerk met die hand;
- (e) enige handwerk by die maak van onderbaadjies;
- (f) knoopsgate maak;
- (g) moue uitvoer;

"kleinhandelprysindeks", die indeks betreffende kos, brandstof, ligte, huurgeld en diverse vir Pretoria in vergelyking met die stand in 1938 soos beraam en van tyd tot tyd gepubliseer deur die Direkteur van Sensus en Statistiek;

"uurloon", die weeklikse loon, gedeel deur vyf-en-veertig;

"arbeider", 'n werknemer wat een of meer van onderstaande werksaamhede verrig:—

Werkwinkels skoonmaak;
goedere of materiaal dra of opstapel;
goedere aflewer;
maar wat nie eenige van die werksaamhede verrig waarna verwys word in die woordbepaling van enige ander werknemers nie;

"leerling", 'n werknemer, behalwe 'n arbeider, met in die geval van 'n man, minder as drie en 'n half jaar ervaring, en in die geval van 'n vrou, minder as drie jaar ervaring;

"masjienwerker", 'n werknemer wat met die masjien werksaamhede verrig by die maak van baadjies en/of onderbaadjies;

"maak en tooi", die maak van kledingstukke op maat, met inbegrip van tooi, maar met uitsondering van sny, aanpas en afmerk;

"handelaarkleremaker", 'n werkgewer wat 'n bestelling of bestellings vir die maak van kleren op maat aanneem of laat aanneem;

"middelman", 'n persoon aan wie kleremaakwerk-op-maat op kontrak vir sodanige werk deur 'n prinsipaal of aan-nemer uitgegee word;

"oortyd", tyd gewerk buite die ure bepaal in artikel 7 van hierdie Ooreenkoms;

"stukwerk", 'n stelsel behalwe taakwerk, waarvolgens verdienste volgens hoeveelheid of omvang van verrigte werk bereken word;

"gewone masjienwerker", 'n werknemer wat uitsluitlik vir een of meer van onderstaande werksaamhede in diens is:—

- (a) Moue met masjien stik;
- (b) seilboekvoerings met masjien stik;
- (c) binnesakke met masjien stik;
- (d) voerings van baadjies en onderbaadjies met masjien stik;

"perser", 'n werknemer wat al die werksaamhede of eenige daarvan in verband met die pers van kledingstukke verrig;

"prinsipaal of aanneemer", enige persoon wat kleremaakwerk-op-maat op kontrak uitgee;

"manlike werknemer, gekwalifiseer", 'n manlike werknemer met minstens drie en 'n half jaar ervaring;

"vroulike werknemer, gekwalifiseer", 'n vroulike werknemer met minstens drie jaar ervaring;

"taakwerk", 'n werksstelsel waarvolgens 'n minimum hoeveelheid of omvang van werk in 'n bepaalde tyd gedoen moet word as voorwaarde vir die betaling van lone wat in klousule 4 van hierdie Ooreenkoms voorgeskryf word;

"tydloonwerker", 'n werknemer wie se loon op 'n weeklikse basis vasgestel word;

"broekmasjienwerker", 'n manlike werknemer in diens vir masjienwerk alleen in verband met die maak van broeke;

"broekmasjienwerkster", 'n vroulike werknemer in diens vir masjienwerk alleen in verband met die maak van broeke;

"broekperser", 'n werknemer in diens alleen vir die pers van broeke;

"broekkleremaker", 'n werknemer in diens vir die klaarmaak van broeke;

"broekkleremaakster", 'n vroulike werknemer in diens vir enige werksaamhede in verband met die maak van broeke (behalwe met die masjien werk of pers);

"werkende werkgewer of vennoot", enige werkgewer of vennoot in 'n vennootskap wat self kleremakery-op-maat verrig.

an employee in any industrial school, shall be regarded as being equivalent to experience in the bespoke tailoring and/or clothing industry amounting to one-third of the said period of training;

"cutter" means an employee who is employed on drafting of patterns to the measurements of individual persons;

"tailor" means an employee who is employed on one or more of the following operations in the making of coats and vests:—

- (a) Fixing;
- (b) shaping;
- (c) basting under;
- (d) basting in sleeves;
- (e) canvassing coats;
- (f) preparing coats for padding;
- (g) basting on bridles;
- (h) basting undervests;
- (i) basting out edges of coats;
- (j) basting wadding in armholes;

"tailoress" means a female employee who is employed on one or more of the following operations, in the making of coats and/or vests:—

- (a) Felling;
- (b) padding;
- (c) rough (skeleton) basting;
- (d) hand stitching;
- (e) any handwork in the making of vests;
- (f) making buttonholes;
- (g) lining in sleeves;

"retail price index" means the index relating to food, fuel, light, rent and sundries for Pretoria, compared with itself on the 1938 basis as assessed and published from time to time, by the Director of Census and Statistics;

"hourly rate" means the weekly wage divided by forty-five;

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

- Cleaning workshops;
- carrying or stacking goods or materials;
- delivering goods;

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

"learner" means an employee, other than a labourer, who, in the case of a male, has had less than three and a half years' experience and in the case of a female, has had less than three years' experience;

"machiner" means an employee who performs by machine any operations in the making of coats and/or vests;

"make and trim" means the making of bespoke tailored garments including trimming, but not including cutting, fitting on and marking up;

"merchant tailor" means an employer who takes or causes to be taken an order or orders for bespoke tailoring;

"middleman" means a person to whom bespoke tailoring work is given out on contract for such work by a principal or contractor;

"overtime" means time worked outside the hours specified in section 7 of this Agreement;

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

"plain machiner" means an employee who is employed exclusively on one or more of the following operations:—

- (a) Machining sleeves;
- (b) machining canvasses;
- (c) machining inside pockets;
- (d) machining linings of coats and vests;

"presser" means an employee who is employed on all or any of the operations involved in pressing of garments;

"principal or contractor" shall mean any person who gives out bespoke tailoring work on contract;

"qualified male employee" means a male employee who has had not less than three and a half years' experience;

"qualified female employee" means a female employee who has had not less than three years' experience;

"task-work" means any system of work under which a minimum quantity or output of work to be done in a specified time, is fixed as a condition for the payment of wages prescribed in clause 4 of this agreement;

"time-worker" means an employee whose rates of pay is determined on a weekly basis;

"trousers machiner" means a male employee who is employed on machining in the making of trousers only;

"trousers machinist" means a female employee who is employed on machining in the making of trousers only;

"trousers presser" means an employee who is employed on the pressing of trousers only;

"trousers tailor" means an employee engaged in the complete making of trousers;

"trousers tailoress" means a female employee who is employed on any operations (other than machining or pressing) in the making of trousers;

"working employer or partner" means any employer or partner in a partnership who himself performs bespoke tailoring.

4. LONE, STUKWERKLONE EN TYDLONE VIR DIE KLAARMAAK VAN KLERE.

(1) (a) Behoudens die bepalinge van artikel 26 moet 'n werkgewer 'n tydloonwerker in enigeen van onderstaande kategorieë 'n loon betaal teen 'n skaal wat nie laer as die onderstaande is nie, en 'n werknemer mag geen loon teen 'n laer skaal aanneem nie:—

(i) Gekwalifiseerde werknemers.

	Per week.		
	£	s.	d.
Kleremaker	8	1	0
Masjienwerker	8	1	0
Perser	8	1	0
Gewone masjienwerker (manlik)	5	16	3
Klerevermaker	8	1	0
Gewone masjienwerker (vroulik)	3	13	6
Snyer	12	1	6
Broekmasjienwerker (manlik)	6	18	9
Broekmasjienwerkster (vroulik)	4	19	6
Kleremaakster	3	15	0
Broekperser	6	18	9
Broekkleremaker	7	9	6
Broekkleremaakster	3	13	6

(ii) Manlike leerlinge.

Gedurende die eerste ses maande ervaring ...	1	8	9
Gedurende die tweede ses maande ervaring ...	1	11	8
Gedurende die derde ses maande ervaring ...	2	4	3
Gedurende die vierde ses maande ervaring ...	2	17	0
Gedurende die vyfde ses maande ervaring ...	3	16	0
Gedurende die sesde ses maande ervaring ...	5	1	3
Gedurende die sewende ses maande ervaring ...	6	6	6
En daarna minstens die loon voorgeskryf vir die bepaalde klas werk waarvoor hy in diens is.			

(iii) Vroulike leerlinge.

Gedurende die eerste ses maande ervaring ...	1	8	9
Gedurende die tweede ses maande ervaring ...	1	11	8
Gedurende die derde ses maande ervaring ...	1	18	0
Gedurende die vierde ses maande ervaring ...	2	4	3
Gedurende die vyfde ses maande ervaring ...	2	10	6
Gedurende die sesde ses maande ervaring ...	2	17	0
En daarna minstens die loon voorgeskryf vir die bepaalde klas werk waarvoor sy in diens is.			

(iv) Arbeider.

	Per week.			Per maand.		
	£	s.	d.	£	s.	d.
Agtien jaar oud of ouer	1	12	6	7	0	10
Onder 18 jaar oud	1	1	8	4	13	11

(b) 'n Arbeider onder 18 jaar wat op die datum van inwerkingtrekking van hierdie Ooreenkoms 'n hoër loon ontvang as wat in die Ooreenkoms voorgeskryf word, moet hierdie hoër loon ontvang solank hy by dieselfde werkgewer in diens bly.

(c) 'n Werknemer wat op 'n gegewe dag in diens is vir twee of meer soorte werk waarvoor in hierdie artikel verskillende lone voorgeskryf word, moet vir alle ure gewerk gedurende so 'n dag teen die hoogste van dié lone betaal word.

(2) 'n Werkgewer moet 'n stukwerker in enigeen van onderstaande klasse nie minder as onderstaande stuklone betaal nie en die werknemer mag ook geen laer stuklone aanneem nie.

(a) Sny, pas en oorsny.

	£	s.	d.
Draagbaadjie	0	13	1
Pantbaadjie, manel of aandbaadjie	0	16	4
Alle soorte onderbaadjies	0	4	1
Broeke	0	4	11
Alle soorte rybroeke	0	12	3
Kuitbroek	0	7	4
Jas	0	16	4
Kleurbaadjie	0	11	5

(b) Masjienwerk.

Baadjie, met nie meer as vyf sakke nie, „sak”-baadjie, met die masjien	0	9	0
Kleurbaadjie	0	7	4
Uniformbaadjie, met nie meer as vyf sakke nie	0	10	8
Jas sonder voering, met nie meer as vyf sakke	0	12	3
Jas met voering, en nie meer as vyf sakke	0	12	3
Pantbaadjie	0	12	3
Aandbaadjie	0	12	3
Manel	0	12	3
Dineebaadjie	0	10	8
Onderbaadjie	0	3	3
Raglanbaadjie	0	13	1

Ekstras.

Dubbel gestik	0	1	8
Nate bo-op gestik	0	1	8
Ekstra sakke	0	0	9
Jas sonder voering, bandsome	0	2	6
Spleetsakke en flappe in baadjie	0	0	9

4. WAGES, PIECE-WORK RATES AND RATES FOR COMPLETE MAKING.

(1) (a) Subject to the provisions of section 26, an employer shall pay to any time-worker in any of the undermentioned classes, wages at rates not lower, and an employee shall not accept wages at rates lower than the following:—

	Per Week.		
	£	s.	d.
Tailor	8	1	0
Machiner	8	1	0
Presser	8	1	0
Plain machiner (male)	5	16	3
Alteration tailor	8	1	0
Plain machiner (female)	3	13	6
Cutter	12	1	6
Trousers machiner (male)	6	18	9
Trousers machinist (female)	4	19	6
Tailoress	3	15	0
Trousers presser	6	18	9
Trousers tailor	7	9	6
Trousers tailoress	3	13	6

(ii) Male Learners.

During first six months of experience	1	8	9
During second six months of experience	1	11	8
During third six months of experience	2	4	3
During fourth six months of experience	2	17	0
During fifth six months of experience	3	16	0
During sixth six months of experience	5	1	3
During seventh six months of experience	6	6	6
And thereafter not less than the wage prescribed for the particular class in which he is employed.			

(iii) Female Learners.

During first six months of experience	1	8	9
During second six months of experience	1	11	8
During third six months of experience	1	18	0
During fourth six months of experience	2	4	3
During fifth six months of experience	2	10	6
During sixth six months of experience	2	17	0
And thereafter not less than the wage prescribed for the particular class of work in which she is employed.			

(iv) Labourer.

	Per Week.			Per Month.		
	£	s.	d.	£	s.	d.
Of the age of 18 years or over	1	12	6	7	0	10
Under the age of 18 years	1	1	8	4	13	11

(b) Any labourer under the age of 18 years who at the date of coming into operation of this Agreement is in receipt of a wage in excess of the rate laid down in the Agreement shall continue to receive such higher rate while in the employ of the same employer.

(c) An employee who in any day is employed on two or more classes of work for which different wages are prescribed in this section, shall for all the hours worked on such day be paid at the higher or the highest of such wages.

(2) An employer shall pay to any piece-worker in any of the undermentioned classes, not less than, and such employee shall not accept less than, the following piece-work rates:—

(a) Cutting, fitting and recut.

Lounge coat	0	13	1
Morning coat, frock coat or dress coat	0	16	4
Vests of all descriptions	0	4	1
Trousers	0	4	11
Breeches of all descriptions	0	12	3
Plus-fours	0	7	4
Overcoat	0	16	4
Blazer	0	11	5

(b) Machining.

Coat with not more than five pockets, „bagged” coat, by machine	0	9	0
Blazer	0	7	4
Tunic with not more than five pockets	0	10	8
Unlined overcoat, with not more than five pockets	0	12	3
Lined overcoat, with not more than five pockets	0	12	3
Morning coat	0	12	3
Dress coat	0	12	3
Frock coat	0	12	3
Dinner coat	0	10	8
Vest	0	3	3
Raglan	0	13	1

Extras.

Double-stitched	0	1	8
Raised seams	0	1	8
Extra pockets	0	0	9
Unlined overcoat, tape seams	0	2	6
Jetted pockets and flaps in coat	0	0	9

(c) *Perswerk.*

	£.	s.	d.
Baadjie, klaargemaak	0	9	0
Kleurbaadjie	0	6	7
Onderbaadjie	0	2	6
Aandbaadjie	0	12	3
Manel	0	12	3
Dineebaadjie	0	10	8
Pantbaadjie	0	12	3
Jas	0	13	1
Uniformbaadjie	0	9	0
Raglanbaadjie	0	13	1

(d) *Klaarmaak.*

Draagbaadjie, nie meer as vyf sakke nie, te begin	2	4	11
Sportbaadjie, nie meer as vyf sakke nie, te begin	2	4	11
Norfolk-baadjie, nie meer as vier bande en gordel nie, te begin	2	17	2
Pantbaadjie, nie meer as vyf sakke nie, te begin	3	14	4
Aandbaadjie, nie meer as vier sakke nie, te begin	4	14	11
Manel, nie meer as vyf sakke nie, te begin	4	18	0
Dineebaadjie, nie meer as vyf sakke nie, te begin	3	5	4
Enkelborsjas, nie meer as vyf sakke nie, te begin	3	6	7
Dubbelsborsjas, nie meer as vyf sakke nie, te begin	3	14	4
Raglan, nie meer as vyf sakke nie, te begin	3	14	4
Ulster, nie meer as vyf sakke nie, te begin	3	14	4
Kleurbaadjie, ongevoer, nie meer as vyf sakke nie, te begin	1	18	4
Kleurbaadjie, klub of skool	1	14	3
Onderbaadjie, nie meer as vier sakke nie, te begin	0	13	1
Aandonderbaadjie, nie meer as twee sakke nie, te begin	0	17	2

Baadjies en/of onderbaadjies—Ekstras.

Ballonsakke of militêre sakke	0	4	1
Platkraag vir onderbaadjies	0	2	6
Ekstra sakke, per stuk	0	1	3
Ruwe rygwerk, baadjie	0	2	6
Ruwe rygwerk, onderbaadjie	0	0	9
Ryg, pantbaadjie	0	4	11
Ryg, aandbaadjie	0	4	11
Voering onsigbaar ingesoom	0	2	6
Binnekraag, met die hand	0	1	3
Buitekraag, met die hand	0	2	6
Seildoek met die hand ingewerk	0	1	3
Mansjet met drie knoopsgate	0	2	6
Ryg, manel	0	4	11
Enkel gestik, met die hand, baadjie	0	3	3
Enkel gestik, met die hand, onderbaadjie	0	0	9
Dubbel gestik, met masjien	0	1	8
Omslaan-mansjette	0	1	8
Dubbelsbors-draagbaadjie	0	3	3
Dubbelsbors-onderbaadjie	0	1	8
Baadjie sonder voering	0	4	1
Buitengewone grootte, vanaf 44 duim-middel	0	2	6
Ongeslane kante	0	4	1
Mansjette, meer as drie gate en knope, per gat	0	0	5

Militêre kledingstukke en kledingstukke vir geestelikes.

Gewone uniformbaadjie, gepunte mansjette	3	5	4
Gewone uniformbaadjie, mansjette omgeboor met koord	3	9	5
Skotse uniformbaadjie, bandolier oor sak	3	9	5
Offisiërsdineebaadjie, opgestopte voering, gewone gepunte mansjette, en dinee-onderbaadjie	3	5	4
Livrei	4	18	0
Top-livrei	6	5	9
Baadjie vir geestelikes	4	18	0
Priesteronderbaadjie	2	0	10

Offisiërsdineebaadjie—Ekstras.

Belegstukke van sy	0	8	2
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Broeke.

Broeke, twee sysakke, een heupsak en een horlosiesakkie, bo-ente omgeslaan, te begin	0	14	9
Rybroeke, twee sakke met belegstukke, te begin	2	4	11
Jodhpore-rybroeke, twee sakke, te begin	1	8	7
Kniebroeke, riempie en gespe by knie, te begin	0	17	2
Kuitbroeke, twee sysakke en een heupsak, te begin	1	0	5
Kamaste, met of sonder tong, te begin	0	18	9

Broeke—Ekstras.

Ekstra horlosiesakkie	0	0	9
Ekstra heupsak	0	1	8
Lissies vir gordel, behalwe vir flenniebroeke	0	1	8
Skede	0	2	6
Franse band, enkel knoop	0	0	9
Franse band, twee knope	0	1	8
Oorflap aan Amerikaanse sakke	0	0	9
Leer oor die hak	0	1	3

(c) *Pressing.*

	£.	s.	d.
Coat, complete	0	9	0
Blazer	0	6	7
Vest	0	2	6
Dress coat	0	12	3
Frock coat	0	12	3
Dinner coat	0	10	8
Morning coat	0	12	3
Overcoat	0	13	1
Tunic	0	9	0
Raglan coat	0	13	1

(d) *Complete making.*

Lounge coat, with not more than five pockets, to start	2	4	11
Sporting coat, with not more than five pockets, to start	2	4	11
Norfolk coat, with not more than four straps and belt, to start	2	17	2
Morning coat, with not more than five pockets, to start	3	14	4
Dress coat, with not more than four pockets, to start	4	14	11
Frock coat, with not more than five pockets, to start	4	18	0
Dinner coat, with not more than five pockets, to start	3	5	4
Single-breasted overcoat, with not more than five pockets, to start	3	6	7
Double-breasted overcoat, with not more than five pockets, to start	3	14	4
Raglan, with not more than five pockets, to start	3	14	4
Ulster, with not more than five pockets, to start	3	14	4
Blazer, unlined with not more than five pockets, to start	1	18	4
Blazer, club or school	1	14	3
Vest, with not more than four pockets, to start	0	13	1
Dress vest, with not more than two pockets, to start	0	17	2

Coat and/or Vest—Ekstras.

Balloon pockets or military pockets	0	4	1
Step collar for vest	0	2	6
Extra pockets, each	0	1	3
Skeleton baste, coat	0	2	6
Skeleton baste, vest	0	0	9
Baste, morning coat	0	4	11
Baste, dress coat	0	4	11
Lining felled	0	2	6
Under collar, by hand	0	1	3
Top collar, by hand	0	2	6
Canvas, by hand	0	1	3
Three buttonhole cuff	0	2	6
Baste, frock coat	0	4	11
Single-stitched by hand, coat	0	3	3
Single-stitched by hand, vest	0	0	9
Double-stitched by machine	0	1	8
Gauntlet cuffs	0	1	8
Double-breasted lounge	0	3	3
Double-breasted vest	0	1	8
Unlined coat	0	4	1
Outsize, from forty-four inch waist	0	2	6
Bluffed edges	0	4	1
After three hole and button cuff, per hole	0	0	5

Military and Clerical Garments.

Ordinary tunic, pointed cuffs	3	5	4
Ordinary tunic, braided cuffs	3	9	5
Scottish tunic, bandolier on top of pocket	3	9	5
Officer's mess coat, quilted lining, plain pointed cuffs and mess vest	3	5	4
Livery	4	18	0
Top livery	6	5	9
Clerical frock	4	18	0
Cassock vest	2	0	10

Officer's Mess Coat—Ekstras.

Silk facing	0	8	2
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Trousers.

Trousers, two side, one hip and fob pocket, turned in tops, to start	0	14	9
Breeches, two pockets with strappings, to start	2	4	11
Jodhpore breeches, two pockets, to start	1	8	7
Knickers, strap and buckle at knee, to start	0	17	2
Plus-fours, two side and one hip pocket, to start	1	0	5
Leggings, with or without tongue, to start	0	18	9

Trousers—Ekstras.

Extra fob pocket	0	0	9
Extra hip pocket	0	1	8
Loops for belt, other than flannels	0	1	8
Tube	0	2	6
French bearer, single button	0	0	9
French bearer, two buttons	0	1	8
Tab to American pockets	0	0	9
Leather on heel	0	1	3

f. s. d.

Buitengewone grootte met middel van 44 duim en meer	0	0	9
Verlengingband	0	0	9
Geheel met leer omgeboor	0	2	6
Seemsleersakke, per stuk	0	1	3
Dubbele sakke, onder	0	0	9
Dubbele sitvlak, buite of binne	0	1	8
Synaat met koord afgewerk, met die hand	0	4	1
Dubbele koord op synaat, met die hand	0	8	2
Aanpas	0	1	8
Agterlisies of sylissies	0	0	9
Bokvelbelegstukke met die hand	0	9	9
Rybroeke, paddabek-sakke	0	2	6
Rybroeke, gesplete beenstukke	0	4	11
Jodhpore-rybroeke, ekstras (dieselfde as vir rybroeke)	0	4	11
Dubbel koord op synaat, met masjien	0	2	6
Koord op synaat, met masjien	0	2	6
Sakke met die hand	0	1	8
Sitvlaknaat, met die hand	0	1	8

Dameskledingstukke.

Gewone baadjie, van	2	9	0
Gewone romp, van	0	13	10
Rybroek, met masjien gemaak, van	2	4	11
Rybroek, met hand gemaak	4	1	8
Langbroek vir dames	0	14	9

5. BESOLDIGING.

(1) Lone en loonskale en ander besoldiging moet weekliks of by diensbeëindiging, indien dit voor die gewone betaaldag van die werknemer val, kontant betaal word.

(2) 'n Werkgewer mag vir die opleiding van 'n werknemer geen onderriggeld vra of aanneem nie.

(3) Geen kortings behalwe onderstaande, van watter aard ook, mag van die loon en stukloon aan 'n werknemer verskuldig, gemaak word nie—

(a) met skriftelike toestemming van die werknemer, kortings vir vakansie, siekte-, versekerings- of pensioenfondse of vir bydraes tot die fondse van die vakvereniging;

(b) heffings ingevolge artikel 18 van hierdie Ooreenkoms;

(c) enige bedrag wat deur 'n werkgewer ingevolge enige wet, ordonnansie of regsdeding ten behoeve van 'n werknemer betaal moet word.

(4) Geen werkgewer mag 'n werknemer op 'n ander basis van besoldiging in diens neem as wat in artikel 4 van hierdie Ooreenkoms uiteengesit is nie.

6. GETALLEVERHOUDING.

Vir elke drie of minder, maar minstens een, manlike werknemers, gekwalifiseer, in diens, kan een manlike leerling in diens geneem word en daarna kan vir elke drie werknemers, gekwalifiseer, hoogstens een werknemer, ongekwalifiseer, in diens geneem word.

Vir elke drie of minder, maar minstens een, vroulike werknemers, gekwalifiseer, in diens, kan een vroulike leerling in diens geneem word en daarna kan vir elke drie werknemers, gekwalifiseer, hoogstens een werknemer, ongekwalifiseer, in diens geneem word.

7. WERKURE.

(1) Geen werkgewer mag enige werknemer te werk stel en geen werknemer mag werk verrig buite onderstaande ure nie:—

Maandae tot en met Vrydae: 8 vm. tot 1 nm. en 2 nm. tot 5.30 nm.

Saterdag: 8 vm. tot 10.30 vm.

(2) Geen werkende werkgewer en/of vennoot mag werk buite ondervermelde ure verrig nie:—

Maandae tot en met Donderdae: 7.30 vm. tot 1 nm. en 2 nm. tot 6 nm.

Vrydae: 7 vm. tot 1 nm. en 2 nm. tot 6 nm.

Saterdag: 7 vm. tot 1 nm.

(3) Rustydperke van minstens tien minute, wanneer geen werk verrig mag word nie, moet toegestaan word aan en deur elke werknemer so na moontlik aan die middel van elke more- en namiddagwerktydperk geneem word en die rustydperk moet, in die geval van 'n tydwerker, beskou word as tyd wat gewerk is.

(4) Behoudens die bepalings van artikels 8 en 10 mag geen werknemer, behalwe met skriftelike toestemming van die Raad, verpigi of toegelaat word om op Sondag of buite die ure bepaal in subartikel (1) van hierdie artikel, in enige inrigting te wees nie.

8. OORTYD.

Sonder skriftelike toestemming van die Raad mag geen oortyd gewerk word nie.

Aan 'n tydwerker wat oortyd werk, moet minstens 1½ maal die uurloon op hom van toepassing vir elke uur of deel van 'n uur aldus gewerk, betaal word. Aan 'n stukwerker moet minstens 1½ maal die uurloon wat op hom van toepassing sou wees indien hy op 'n tydwerkskaal in diens was, betaal word.

Oortyd plus gewone werkure mag in geen geval 56 per week te bowe gaan nie.

Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat, om oortyd soos volg te werk nie—

(a) vir meer as twee uur op 'n dag;

(b) op meer as drie opeenvolgende dae;

f. s. d.

Outsize from 44-inch waist	0	0	9
Extension band	0	0	9
Leather all round	0	2	6
Chamois pockets, each	0	1	3
Double pockets at bottom	0	0	9
Double seat, out or inside	0	1	8
Braid on side seam, by hand	0	4	1
Double braid on side seam, by hand	0	8	2
Try-on	0	1	8
Back straps or side- straps	0	0	9
Buckskin strappings, by hand	0	9	9
Breeches, frog mouth pockets	0	2	6
Breeches, split falls	0	4	11
Jhodpore breeches, extras (same as breeches).			
Double braid on side seam, machine	0	4	11
Braid on side seam, by machine	0	2	6
Pockets, by hand	0	1	8
Seat seam, by hand	0	1	8

Ladies' Garments.

Plain coat, from	2	9	0
Plain skirt, from	0	13	10
Breeches, made by machine, from	2	4	11
Breeches, made by hand	4	1	8
Ladies' slacks	0	14	9

5. REMUNERATION.

(1) Wages and rates and other remuneration shall be paid in cash weekly or on termination of employment if this takes place before the ordinary pay day of the employee.

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

(3) No deductions of any kind other than the following may be made from the wages and rates due to an employee:—

(a) With the written consent of the employee, deductions for holiday, sick, insurance or pension funds or for contributions to the funds of the trade union.

(b) Levies in terms of section 18 of this Agreement.

(c) Any amount paid by an employer, compelled by any law, ordinance or legal process, to make payment on behalf of an employee.

(4) No employer shall employ any employee on a basis of remuneration other than that set out in section 4 of this Agreement.

6. RATIO.

For every three or less, but not less than one, qualified male employees employed one male learner may be employed and thereafter for every completed three qualified employees not more than one unqualified employee may be employed.

For every three or less, but not less than one, qualified female employees employed, one female learner may be employed, and thereafter for every completed three qualified employees not more than one unqualified employee may be employed.

7. HOURS OF WORK.

(1) No employer shall employ any employee and no employee shall work outside the following hours:—

Mondays to Fridays (inclusive): 8 a.m. to 1 p.m. and 2 p.m. to 5.30 p.m.

Saturdays: 8 a.m. to 10.30 a.m.

(2) No working employer and/or partner shall work outside the following hours:—

Mondays to Thursdays (inclusive): 7.30 a.m. to 1 p.m. and 2 p.m. to 6 p.m.

Fridays: 7 a.m. to 1 p.m. and 2 p.m. to 6 p.m.

Saturdays: 7 a.m. to 1 p.m.

(3) Rest intervals of not less than ten minutes during which no work shall be performed, shall be allowed to, and taken by each employee at as nearly as practicable in the middle of each morning and afternoon work period, and such interval shall be reckoned as time worked in the case of a time-worker.

(4) Subject to the provisions of sections 8 and 10, no employee shall, except with the written permission of the Council be, required to be, or allowed in any establishment on Sundays or outside the hours specified in sub-section (1) of this section.

8. OVERTIME.

No overtime shall be worked without the written permission of the Council.

A time-worker who works overtime shall be paid not less than one and one-third times the hourly rate applicable to him for each hour or part of an hour so worked. A piece-worker shall be paid one and one-third times the hourly rate which would be applicable to him if he were employed on a time work basis.

Overtime plus ordinary hours of work shall in no case exceed fifty-six per week.

No employer shall require or permit a female employee to work overtime—

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

(b) on more than three consecutive days;

(c) op meer as sesstig dae in 'n jaar; of

(d) na beëindiging van haar gewone werkure vir meer as een uur op 'n gegewe dag nie, tensy hy—

- (i) die werknemer voor 12 vm. daarvan in kennis gestel het,
- (ii) haar van 'n toereikende ete voorsien het voordat sy met oortyd moet begin, of
- (iii) haar 'n toelae van 1s. 6d. betaal het betyds om haar in staat te stel om 'n ete te nuttig voordat sy met oortyd moet begin.

9. KORTTYD.

Waar korttyd in 'n inrigting gewerk word en 'n werknemer hom op 'n dag by die inrigting aanmeld, tensy hy voor daardie dag kennis ontvang het dat sy dienste nie op dié dag nodig sou wees nie, moet aan hom toegestaan word om minstens twee uur van die gewone aanvangsuur van die inrigting af te werk of moet hy in plaas daarvan die minimum vir twee uur werk betaal word.

10. BETALING VIR SONDAE.

(1) As 'n werknemer op 'n Sondag werk, moet sy werkgewer—

- (a) die werknemer minstens tweemaal die besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of
- (b) die werknemer betaal teen minstens 1½ maal sy gewone loonskaal ten opsigte van die totale tydperk wat hy op so 'n Sondag gewerk het en hom binne sewe dae na die Sondag een dag verlof toestaan ten opsigte waarvan hy teen minstens sy gewone loonskaal betaal moet word, asof hy op die vakansiedag sy gewone werkure vir daardie dag van die week gewerk het.

(2) Besoldiging betaalbaar ingevolge 'n bepaling van hierdie artikel moet aan die betrokke werknemer betaal word op of voor die betaaldag wat volg op die tydperk ten opsigte waarvan die besoldiging betaalbaar is.

(3) As 'n werknemer besoldig word op 'n ander basis as dié van die tyd werklik deur hom gewerk, moet sy gewone loonskaal vir die toepassing van hierdie artikel bereken word asof hy per uur betaal word. Dit moet op enige datum vasgestel word deur sy totale besoldiging gedurende die drie maande onmiddellik vóór daardie datum, of gedurende die totale dienstydperk by die betrokke werkgewer, na gelang van watter die kortste is, deur die getal ure te deel wat gewerk is gedurende die tydperk ten opsigte waarvan sulke besoldiging betaal is.

11. OPENBARE VAKANSIEDAE, JAARLIKSE VERLOF EN GESLOTE TYDPERK.

(1) Geen werkgewer mag van 'n werknemer vereis om gedurende ondervermelde tydperk te werk nie en geen werknemer of werkende werkgewer of vennoot mag op enige dag gedurende die tydperk vanaf 25 Desember van elke jaar tot en met 14 Januarie van die daaropvolgende jaar werk nie en hierdie tydperk word in hierdie Ooreenkoms die „geslote tydperk” genoem.

(2) Buitendien mag geen werkgewer van 'n werknemer vereis om te werk en geen werknemer of werkende werkgewer of vennoot mag op onderstaande dae werk nie:— Goeie-Vrydag, Paasmaandag, Meidag (1 Mei), Koninginsverjaarsdag (tweede Maandag in Julie), Krugerdag (10 Oktober), Geloftedag (Dingaansdag). Hierdie dae is betaalde vakansiedae.

(3) Ten opsigte van die geslote tydperk en uiterlik op 23 Desember elke jaar, moet elke werkgewer die bedrae wat bereken is ooreenkomstig klousule 28 van hierdie Ooreenkoms aan sy werknemers betaal.

12. DIENSBEÏNDIGING.

Gedurende die eerste diensweek moet 'n werknemer of sy werkgewer die diens met minstens 24 uur opse en daarna skriftelik met minstens 'n week (nie later as die Saterdag voor die laaste diensweek nie), om die dienskontrak te beëindig; met dien verstande dat dit onderstaande nie raak nie:—

- (a) Die reg van 'n werkgewer of werknemer om die dienskontrak sonder diensopsegging te beëindig om enige goeie rede wat by wet as voldoende erken word;
- (b) enige skriftelike ooreenkoms tussen werkgewer en werknemer waarby vir 'n langer diensopseggingstermyn as een week voorsiening gemaak word;
- (c) enige diensopseggingstermyn wat in 'n vrystellingsertifikaat ingevolge artikel 16 deur die Raad uitgereik, as 'n voorwaarde vasgestel is;

en verder met dien verstande dat 'n werkgewer aan 'n tydwerker in plaas van die hele voorgeskrewe termyn of termyn waartoe ooreengekom is ingevolge subartikel (b) hiervan, 'n bedrag gelykstaande met die lone betaalbaar vir die hele termyn moet betaal, afgesien daarvan of hy weens slapte van werk nie die volle getal ure, voorgeskryf in artikel 7 van hierdie Ooreenkoms, gewerk het nie, en in die geval van 'n stukwerker vir die omvang van werk gedurende hierdie termyn.

(2) Ingeval 'n werknemer aan sy werkgewer die diens opse, moet sodanige werknemer betaal word met 'n minimum van twee-derdes van die loon betaalbaar ingevolge hierdie Ooreenkoms vir die hele diensopseggingstermyn, en as 'n stukwerker sy werkgewer die diens opse, moet hy betaal word vir die omvang van werk gedurende sodanige termyn.

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

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

- (i) given notice thereof to such employee before midday; or
- (ii) provided such employee with an adequate meal before she has to commence overtime; or
- (iii) paid such employee an allowance of 1s. 6d. in sufficient time to enable the employee to obtain a meal before overtime is due to commence.

- 9. SHORT TIME.

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

10. PAYMENT FOR SUNDAYS.

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

- (a) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a weekday; or
- (b) pay the employee remuneration at a rate not less than one and one-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 holiday, and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(2) Remuneration payable in terms of any provision of this section shall be paid to the employee concerned not later than the pay day next succeeding the period in respect of which such remuneration became payable.

(3) Whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall, for the purpose of this section, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

11. PUBLIC HOLIDAYS, ANNUAL LEAVE AND CLOSED PERIOD.

(1) No employer shall require an employee to work and no employee or working employer or partner shall work on any day during the period commencing on the 25th December of each year and ending on the 14th January of the following year; both inclusive, which period shall be referred to in this Agreement as the "closed period".

(2) In addition, no employer shall require an employee to work and no employee or working employer or partner shall work on the following days: Good Friday, Easter Monday, May Day (1st May), Queen's Birthday (second Monday in July), Kruger Day (10th October), Day of the Covenant (Dingaans Day), which days shall be paid holidays.

(3) In respect of the closed period and not later than the 23rd December in each year, each employer shall pay to his employees amounts calculated in terms of clause 28 of this Agreement.

12. TERMINATION OF EMPLOYMENT.

(1) An employee or his employer shall give not less than 24 hours notice during the first week of employment and thereafter not less than one week's notice in writing (not later than Saturday prior to the last week of employment) to terminate the contract of employment; provided that this shall not affect—

- (a) the rights of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- (b) any written agreement between the employer and employee providing for a period of notice longer than one week;
- (c) any period of notice fixed as a condition in any licence of exemption issued in terms of section 16 by the Council; and provided further that an employer may pay to a time-worker a sum in lieu of the whole of the prescribed period or period agreed upon in terms of sub-section (b) hereof, equal to the wages payable for the whole of such period, irrespective of whether he has, owing to slackness of work, not been employed for the full number of hours prescribed in section 7 of this Agreement; and in the case of a piece-worker for the output of work during such period.

(2) Where an employee gives his employer notice of termination of his service, such employee shall be paid for actual time worked with a minimum of two-thirds of the wages payable under this Agreement for the whole of the period of notice and when a piece-worker gives his employer notice he shall be paid for the output of work during such period.

(3) Geen werknemer mag deur 'n werkgever uit sy diens ontslaan word weens die werknemer se afwesigheid van werk—

- (a) deur siekte, gestaaf deur 'n doktersertifikaat; met dien verstande dat sodanige afwesigheid nie een maand te bowe gaan nie;
- (b) met verlof, waarvoor die skriftelike toestemming van die werkgever verkry is; met dien verstande dat die verlof-tydperk soos deur werkgever en werknemer ooreengekom, nie deur die werknemer oorskry mag word nie.

13. STUKWERK, TAAKWERK EN AANSPORINGSLONE.

(1) Geen werkgever mag iemand vir taakwerk in diens neem nie, en geen werknemer mag diens volgens 'n taakwerkstelsel aanvaar nie.

(2) Waar daar in hierdie ooreenkoms vir enige soort werk in die nywerheid geen stukwerk lone voorgeskryf word nie, of in gevalle waar ander werk in die nywerheid teen aansporings-betaling gedoen word, kan die werkgever en sy werknemers, met die Raad se goedkeuring, ooreenkom op stukwerk- of aansporingslone; met dien verstande dat die werkgever, ongeag die hoeveelheid of omvang werk wat gedaan is, 'n werknemer minstens die weeklikse loon wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf word, betaal ten opsigte van elke week waarin daar stukwerk of ander werk teen aansporingsbetaling gedoen word.

14. BEHEER OOR BUITEWERK.

(1) Geen werkgever mag 'n stukwerker op 'n ander plek as op sy perseel te werk stel nie.

(2) Geen werknemer mag werksaamhede in verband met die vervaardiging of herstel van kledingstukke wat op maat gemaak is, in 'n woonhuis of woning verrig nie en geen werkgever mag kledingstukke in 'n woonhuis of woning op maat laat maak nie.

(3) 'n Woonhuis of woning beteken 'n perseel bewoon as 'n woonplek in teenstelling met 'n besigheidsplek, kantoor of ander gebou.

15. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgever wat dit nie reeds ooreenkomstig 'n vorige ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke persoon wat na daardie datum 'n werkgever word, moet binne een maand na die datum waarop sy werksaamhede 'n aanvang neem, aan die Sekretaris van die Raad 'n behoorlik getekende opgawe stuur waarop onderstaande besonderhede vermeld word:—

- (a) Sy volle naam en die naam van die besigheid.
- (b) Besigheidsadres.
- (c) Die bedryf of bedrywe wat hy beoefen.
- (d) Volle naam van elke werknemer wat hy in diens het tesame met sy volle woonadres.
- (e) Beroep van elke werknemer.
- (f) Volle tydperk van ervaring van elke werknemer.

(2) Elke werkgever moet binne sewe dae na indienneming van 'n nuwe werknemer 'n behoorlik getekende opgawe met onderstaande besonderhede aan die Sekretaris van die Raad stuur:—

- (a) Die volle naam en huisadres van elke sodanige werknemer.
- (b) Sy beroep en volle tydperk van ervaring.

(3) Elke werkgever moet die Sekretaris van die Raad binne sewe dae van veranderings in die besonderhede in subartikels (1) en (2) van hierdie artikel genoem, soos hulle voorkom, in kennis stel.

(4) Indien die werkgever 'n vennootskap is, moet die inligting ooreenkomstig subartikel (1) van hierdie artikel ten opsigte van elke vennoot, sowel as die naam waaronder die vennootskap besigheid dryf, verstrek word.

(5) Die Sekretaris van die Raad moet 'n register van werkgevers (met inbegrip van vennootskappe) en hul werknemers byhou.

16. VRYSTELLINGS.

(1) Die Raad kan aan of ten opsigte van enige persoon om goeie of voldoende rede vrystelling verleen van enigeen van die bepalings van hierdie ooreenkoms.

(2) Die Raad moet, ten opsigte van persone aan wie vrystelling verleen word, die voorwaardes waarop en die tydperk waarvoor vrystelling verleen word, vasstel; met dien verstande dat die Raad na goeddunke en nadat aan die betrokke persoon een week vooraf skriftelik kennis gegee is, 'n vrystellingsertifikaat kan intrek al het die tydperk waarvoor vrystelling verleen was, nog nie verstryk nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n vrystellingsertifikaat uitreik wat deur hom onderteken is en waarin vermeld word—

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop die vrystellingsertifikaat verleen word; en
- (d) die tydperk waarvoor die vrystellingsertifikaat geldig is.

(3) No employee shall be dismissed from work by an employer by reason of such employee's absence from work—

- (a) through illness, supported by a medical certificate; provided that such absence does not exceed one month;
- (b) on leave, the permission of the employer having been obtained in writing; provided that the period of leave as arranged between the employer and employee is not exceeded by the employee.

13. PIECE-WORK, TASK-WORK AND WAGE INCENTIVES.

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

(2) Where no piece-work rates are prescribed in this Agreement for any operation in the Industry or in all cases where other incentive work is to be performed in the Industry, the employer and his employees may, subject to the approval of the Council, agree to piece-work or incentive rates: Provided that irrespective of the quantity or output of work done, the employer shall pay to such employee not less than the weekly wage prescribed in clause 4 (1) for an employee of his class in respect of each week in which piece-work or other incentive rates work is done.

14. CONTROL OF OUTWORK.

(1) No employer shall employ any piece-worker elsewhere than on his premises.

(2) No employee shall perform any operations in connection with the making or altering of bespoke tailored garments in a dwelling-house, or dwelling, and no employer shall have any of his bespoke tailored garments made in a dwelling-house or dwelling.

(3) A dwelling-house or dwelling means premises to be occupied as a residence in contradistinction to a place of business, office or other building.

15. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) Every employer who has not already done so in pursuance of a previous Agreement shall, within one month from the date on which this Agreement comes into operation, and every person who becomes an employer after that date, shall, within one month from the date of commencement of operation by him, forward to the Secretary of the Council a signed statement containing the following particulars:—

- (a) His full name and title of business.
- (b) Business address.
- (c) The trade or trades carried on by him.
- (d) Full name of each employee whom he employs, together with his full residential address.
- (e) Occupation of each employee.
- (f) Full period of experience of each employee.

(2) Every employer shall, within seven days of the engagement of a new employee by him, forward to the Secretary of the Council a signed statement containing the following particulars:—

- (a) The full name and residential address of every such employee.
- (b) His occupation and full period of experience.

(3) Every employer shall within seven days, notify the Secretary of the Council of any changes in the particulars mentioned in sub-sections (1) and (2) of this section as they occur.

(4) Where the employer is a partnership, information in accordance with sub-section (1) of this section shall be furnished in regard to each partner, as well as the title under which the partnership operates.

(5) The Secretary of the Council shall maintain a register of employers (including partnerships) and of their employees.

16. EXEMPTIONS.

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

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

(3) The Secretary of the Council shall issue to every person granted exemption a licence of exemption signed by him, setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which such licence of exemption is granted; and
- (d) the period during which the licence of exemption shall operate.

(4) Die Sekretaris van die Raad moet—

- (a) alle vrystellingsertifikate wat uitgereik word, in volgorde nommer;
 - (b) van elke vrystellingsertifikaat uitgereik 'n afskrif hou;
 - (c) indien aan 'n werknemer vrystelling verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgever stuur; en
 - (d) 'n afskrif van elke sertifikaat uitgereik aan die Afdelingsinspekteur, Departement van Arbeid, Pretoria, stuur.
- (5) Die voorwaardes van 'n vrystellingsertifikaat ooreenkomstig die bepalings van hierdie artikel uitgereik, moet deur elke werkgever en werknemer nagekom word.

17. DIENSSERTIFIKAAT.

(1) Ten einde die loon wat aan 'n werknemer betaal moet word, te kan vasstel, moet elke werkgever kosteloos 'n dienssertifikaat in die vorm van Aanhangsel A van hierdie Ooreenkoms uitreik aan elkeen van sy werknemers wat sy diens verlaat. Alle dienssertifikate deur elke werkgever uitgereik, moet in volgorde genummer word en die werkgever moet een afskrif van elke dienssertifikaat uitgereik, behou en een afskrif nie later as een week na die beëindiging van die werknemer se diens nie, aan die Sekretaris van die Raad stuur.

(2) 'n Werkgever moet, voordat hy 'n werknemer in diens neem, van sodanige werknemer 'n dienssertifikaat eis wat die besonderhede in die Aanhangsel van hierdie Ooreenkoms bepaal, bevat of anders 'n sertifikaat onderteken deur die Sekretaris van die Raad waarop die duur van die vorige ervaring, indien daar is, van die werknemer vermeld word.

18. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te kan dek, moet elke werkgever weekliks 1s. 6d. per week van die loon van elkeen van sy manlike werknemers, gekwalifiseer, wat op 'n tyd- of stukloonbasis betaal word, en 1s. per week van die loon van elkeen van sy vroulike werknemers, vakleerlinge en leerlinge wat op 'n tyd- of stukloonbasis in diens is en vir wie in hierdie Ooreenkoms lone en loonskale bo £1. 10s. per week voorgeskryf word, aftrek. Die werkgever moet by die bedrag aldus afgetrek 'n gelyke bedrag voeg en die totale bedrag maandeliks nie later as die sewende dag van die maand nie aan die Sekretaris van die Raad, Posbus 357, Pretoria, stuur. Bowendien moet elke werkgever maandeliks op of voor die sewende dag van die maand 5s. aan die Raad betaal by bostaande adres.

19. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan vir die leiding van werkgewers en werknemers opinies uitvaardig wat nie met die bepalings daarvan in stryd is nie.

20. VAKVERENIGINGSVERTEENWOORDIGERS OP DIE RAAD.

Elke werkgever moet aan elkeen van sy werknemers wat 'n verteenwoordiger op die Raad is, alle redelike fasiliteite verleen om sy pligte in verband met die werk van die Raad waar te neem.

21. INDIENSNEMING VAN MIDDELJARIGES.

Niemand onder die ouderdom van vyftien jaar mag in verband met kleremakery-op-maat, in diens geneem word nie.

22. BESTAANDE KONTRAKTE.

Elke dienskontrak wat bestaan op die datum waarop hierdie Ooreenkoms van krag word of wat na hierdie datum aangegaan word, is onderworpe aan die bepalings van die Ooreenkoms; met dien verstande dat enige persoon wat op die datum van publikasie van hierdie Ooreenkoms 'n hoër loon ontvang as wat in artikels 4 en 26 van die Ooreenkoms voorgeskryf word, sodanige loon betaal moet word solank as hy by dieselfde werkgever in diens bly of werk van dieselfde prinsipaal aanneem.

23. VERTONING VAN OOREENKOMS.

Elke werkgever moet op 'n opvallende plek in sy inrigting waar dit maklik toeganklik is vir sy werknemers, 'n leesbare eksemplaar van hierdie Ooreenkoms, in die vorm voorgeskryf in die regulasies kragtens die Wet en in albei amptelike tale, opplak en opgeplak hou.

24. AGENTE.

(1) Die Raad moet een of meer bepaalde persone as agente aanstel om met die toepassing van die bepalings van hierdie Ooreenkoms behulpsaam te wees.

'n Agent het die reg, en elke werkgever en werknemer op wie die bepalings van hierdie Ooreenkoms van krag is, moet die agent toelaat om—

- (a) enige perseel of plek waar kleremakery-op-maat verrig word te enige tyd te betree as hy redelikerwys kan aanneem dat 'n werkgever of werknemer daarin is;
- (b) in verband met sake wat op hierdie Ooreenkoms betrekking het, elke werknemer wat hy op of in die omtrek van die perseel of plek aantref na goeddunke of alleen of in die teenwoordigheid van ander persone mondelings te ondervra, en elke werknemer moet die vrae wat gestel word, beantwoord en 'n verklaring aangaande die waarheid daarvan teken;
- (c) te eis dat enige kennisgewing, boek, lys of stuk wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, vir insae en inspeksie voorgelê word, en om daarvan 'n afskrif te maak;

(4) The Secretary of the Council shall—

- (a) number consecutively all licences of exemption issued;
 - (b) retain a copy of each licence of exemption issued;
 - (c) where exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned; and
 - (d) forward a copy of each licence issued to the Divisional Inspector, Department of Labour, Pretoria.
- (5) Every employer and employee shall observe the provisions of any licence of exemption issued in terms of this section.

17. CERTIFICATE OF SERVICE.

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

(2) An employer shall, before engaging an employee, require such employee to produce a certificate of service containing the particulars specified in the Annexure to this Agreement, or a certificate signed by the Secretary of the Council, specifying the length of previous experience, if any, of the employee.

18. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct 1s. 6d. per week from the earnings of each of his qualified male employees, employed on a time or piecework basis, and 1s. per week from the earnings of each of his female employees, apprentices and learners, employed on a time or piece-work basis, for whom minimum wages and rates in excess of £1. 10s. per week, are prescribed in this Agreement. To this amount so deducted the employer shall add a like amount, and forward month by month, but not later than the seventh day of each month, the total sum to the Secretary of the Council, P.O. Box 357, Pretoria. In addition, each employer shall pay 5s. per month to the Council at the above address on or before the seventh day of each month.

19. ADMINISTRATION OF AGREEMENT.

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

20. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

21. EMPLOYMENT OF MINORS.

No person under the age of fifteen shall be employed on Bespoke Tailoring.

22. EXISTING CONTRACTS.

Any contract of service in operation at the date of the commencement of this Agreement or concluded subsequent to such date shall be subject to the provisions of this Agreement; provided that any person who at the date of publication of this Agreement is in receipt of remuneration in excess of that prescribed in sections 4 and 26 of this Agreement shall continue to receive such remuneration whilst he remains in the service of the same employer or takes work from the same principal.

23. EXHIBITION OF AGREEMENT.

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

24. AGENTS.

(1) The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

An agent shall have the right to, and every employer and employee upon whom the provisions of this Agreement are binding shall permit the agent to—

- (a) enter any premises or place in which bespoke tailoring is carried on at any time when he has reasonable cause to believe that any employer or employee is therein;
- (b) orally examine either alone, or in the presence of any other persons, as he thinks fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place, and every employee shall answer the questions put and sign a declaration of the truth of these answers;
- (c) require the production of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same;

- (d) te eis dat loonstate of boeke waarin aantekening gehou word van werklike lone, hetsy per stuk of andersins, wat aan enige werknemer wie se lone ingevolge hierdie Ooreenkoms vasgestel is, betaal word, vir inspeksie en insae voorgelê word, en om daarvan afskrifte te maak;
- (e) 'n werkgewer te verplig om enige kennisgewing, boek, lys of stuk wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, vir insae voor te lê, asook alle loonstate of boeke waarin aantekening gehou word van werklike lone, hetsy per stuk of andersins, wat aan 'n werknemer wie se lone ingevolge hierdie Ooreenkoms vasgestel is, betaal word.

(2) Die agent mag, wanneer hy 'n perseel betree, werknemers ondervra of enige kennisgewing, boek, lys of stuk wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, of loonstate of boeke waarin aantekening gehou word van weeklikse lone, hetsy per stuk of andersins, wat betaal word aan 'n werknemer wie se lone ingevolge hierdie Ooreenkoms voorgeskryf is, inspekteer en ondersoek, 'n tolk met hom saamneem.

(3) Elke werkgewer of werknemer vir wie die bepaling van hierdie Ooreenkoms bindend is, moet aan 'n agent alle fasiliteite verleen wat nodig is om vas te stel of die bepaling van die Ooreenkoms nagekom word.

25. INDIENSNEEMING VAN LEDE VAN VAKVERENIGING.

(1) Geen werkgewer mag 'n werknemer in diens neem wat nie lid van die vakvereniging is nie en geen lid van die vakvereniging mag by 'n werkgewer, behalwe 'n middelman, wat nie lid van die werkgewersorganisasie is, in diens gaan of bly nie.

Die bepaling van hierdie artikel is nie van toepassing op 'n immigrant gedurende die eerste jaar na sy aankoms in die Unie van Suid-Afrika nie; met dien verstande dat indien 'n immigrant te eniger tyd na die eerste drie maande van die aanvang van sy diens in die nywerheid 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, van die hand wys die bepaling van hierdie artikel onmiddellik van krag word.

Lidmaatskap van die vakvereniging word bewys deur die vertoon van 'n sertifikaat van lidmaatskap.

(2) Elke werkgewer moet enige persoon of persone skriftelik deur die vakvereniging aangestel, toelaat, om sy inrigting gedurende die middagmaalrustyd, of te enige ander tyd met toestemming van die werkgewer, te betree met die doel om—

- (a) werknemers aangaande vakverenigingsake te spreek;
- (b) nuwe lede aan te werf;
- (c) kennisgewings op te plak en uit te deel;
- (d) hydraes in te samel en enige ander vakverenigingswerk te doen.

26. KONTRAKLOONSKALE.

(1) Waar die woord „persoon” in hierdie verband gebruik word, moet dit geag word die firma, maatskappy of vereniging van individue wat as „middelman” optree, in te sluit.

(2) Indien 'n prinsipaal of aannemer kleremaakwerk-op-maat op kontrak aan 'n persoon uitgee, of die prinsipaal of aannemer 'n werkgewer is of nie, moet hy die persoon minstens die volgende lone betaal en mag die persoon nie minder as dié lone aanneem nie:—

(a) *Sny, pas en oorsny.*

	£.	s.	d.
Draagbaadjie	0	14	0
Pantbaadjie, manel of aandbaadjie	0	17	6
Alle soorte onderbaadjies	0	4	5
Broeke	0	5	4
Alle soorte rybroeke	0	13	2
Kuitbroeke	0	7	11
Jasse	0	17	6
Kleurbaadjies	0	12	4

(b) *Vir klaarmaak.*

Draagbaadjie, nie meer as vyf sakke nie, te begin	2	8	4
Sportbaadjie, nie meer as vyf sakke nie, te begin	2	8	4
Norfolk-baadjie, nie meer as vier bande en gordel nie, te begin	3	1	5
Pantbaadjie, nie meer as vyf sakke nie, te begin	4	0	2
Aandbaadjie, nie meer as vier sakke nie, te begin	5	2	1
Manel, nie meer as vyf sakke nie, te begin	5	5	4
Dinee-baadjie, nie meer as vyf sakke nie, te begin	3	10	3
Enkelbors-jas, nie meer as vyf sakke nie, te begin	3	11	7
Dubbelbors-jas, nie meer as vyf sakke nie, te begin	4	0	2
Raglan, nie meer as vyf sakke nie, te begin	4	0	2
Ulster, nie meer as vyf sakke nie, te begin	4	0	2
Kleurbaadjie, ongevoerd, nie meer as vyf sakke nie, te begin	2	1	2
Kleurbaadjie, Klub- of Skool-	1	16	10
Onderbaadjie, nie meer as vier sakke nie, te begin	0	14	1

(d) require the production and inspect, examine and copy all paysheets or books wherein an account is kept of actual wages, whether by piece or not, paid to any employee whose wages are fixed by this Agreement.

(e) every employer shall produce any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, also all pay-sheets, or books wherein an account is kept of actual wages, whether by piece or not, paid to an employee whose wages are fixed by this Agreement, to an agent when requested to do so by him.

(2) An agent when entering any such premises, examining employees or inspecting and examining any notice, book, list or document which is by this Agreement required to be kept, exhibited or made or any paysheets or books wherein account is kept of actual wages, whether by piece or not, paid to an employee whose wages are fixed by this Agreement, may take with him an interpreter.

(3) Every employer or employee upon whom the provisions of this Agreement are binding shall grant an agent every facility for the purpose of ascertaining whether the terms of this Agreement are being observed.

25. EMPLOYMENT OF TRADE UNION LABOUR.

(1) No employer shall employ any employee who is not a member of the trade union, and no member of the trade union shall enter or continue in the service of an employer other than a middleman, who is not a member of the employers' organisation.

The provisions of this section shall not apply in respect of an immigrant during his first year after the date of his entry into the Union of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry, refused any invitation from the trade union concerned to become a member of it, the provisions of this section shall immediately come into operation. Proof of membership of the trade union shall be the production of a certificate of membership.

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

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

26. CONTRACT RATES.

(1) Where the word "person" is used in this context it shall be deemed to include firm, company or association of individuals operating as a "Middleman".

(2) Where bespoke tailoring work is given out on contract to any person by a principal or contractor whether or not such principal or contractor is an employer, such principal or contractor shall pay that person for such work at not less, and that person shall not accept less, than the following rates:—

	£	s.	d.
(a) <i>Cutting, Fitting and Recut.</i>			
Lounge coat	0	14	0
Morning coat, frock coat or dress coat	0	17	6
Vests of all descriptions	0	4	5
Trousers	0	5	4
Breeches of all descriptions	0	13	2
Plus-fours	0	7	11
Overcoat	0	17	6
Blazer	0	12	4
(b) <i>For Complete Making.</i>			
Lounge coat, with not more than five pockets, to start	2	8	4
Sporting coat, with not more than five pockets, to start	2	8	4
Norfolk coat, with not more than four straps and belt, to start	3	1	5
Morning coat, with not more than five pockets, to start	4	0	2
Dress coat, with not more than four pockets, to start	5	2	1
Frock coat, with not more than five pockets, to start	5	5	4
Dinner coat, with not more than five pockets, to start	3	10	3
Single-breasted overcoat, with not more than five pockets, to start	3	11	7
Double-breasted overcoat, with not more than five pockets, to start	4	0	2
Raglan, with not more than five pockets, to start	4	0	2
Ulster, with not more than five pockets, to start	4	0	2
Blazer, unlined, with not more than five pockets, to start	2	1	2
Blazer, club or school	1	16	10
Vest, with not more than four pockets, to start	0	14	1

Baadjie en/of onderbaadjie—Ekstras.

	£	s.	d.
Ballonsakke of militêre sakke	0	4	5
Platkraag, vir onderbaadjies	0	2	8
Ekstra sakke, per stuk	0	1	4
Ruwe rygwerk, baadjie	0	2	8
Ruwe rygwerk, onderbaadjie	0	0	10
Ryg, pantbaadjie	0	5	4
Ryg, aandbaadjie	0	5	4
Ryg, manel	0	5	4
Enkel gewerk met die hand, baadjie	0	3	6
Enkel gewerk met die hand, onderbaadjie	0	0	10
Dubbel met masjien gestik	0	1	10
Omslaanmansjette	0	1	10
Draagbaadjie, dubbelbors	0	3	6
Onderbaadjie, dubbelbors	0	1	10
Baadjie of kleurbaadjie sonder voering	0	4	5
Buitengewone grootte met middel vanaf 44 duim	0	2	8
Omgeslane kante	0	4	5
Mansjette, meer as 3 knoopsgate en knope, per gat	0	0	6
Voering onsigbaar ingesoom	0	2	8
Binnekraag, met die hand vasgewerk	0	1	4
Buitenkraag, met die hand vasgewerk	0	2	8
Seildoek, met die hand ingewerk	0	1	4
Mansjet met drie knoopsgate	0	2	8

Militêre kledingstukke en kledingstukke vir geestelikes.

Gewone uniformbaadjie, gepunte mansjette	3	9	5
Gewone uniformbaadjie, mansjette met koord omgewerk	3	14	8
Skotse uniformbaadjie, bandolier oor boonste sak	3	14	8
Offisiërsdineebaadjie, opgestopte voering, gewone gepunte mansjette en offisiërsdineebaadjie	3	9	5
Livrei	5	5	4
Top-livrei	6	15	2
Baadjie vir geestelikes	5	5	4
Priestersonderbaadjie	2	3	11

Offisiërsdineebaadjies—Ekstras.

Belegsels, van sy	0	9	10
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Broeke.

Broeke, twee sysakke, een heupsak en een horlosiesakke met bo-ente omgeslaan, te begin	0	15	10
Rybroeke, twee sakke, met belegstukke, te begin	2	8	4
Jodhpore-rybroeke, twee sakke, te begin	1	10	8
Kniebroeke, riempie en gespe by knie, te begin	0	18	4
Kuitbroeke, twee sysakke en heupsak, te begin	1	2	0
Kamaste, met of sonder tong, te begin	1	0	2

Broeke—Ekstras.

Ekstra horlosiesakke	0	0	10
Ekstra heupsak	0	1	10
Lissies vir gordel, behalwe vir flenniebroeke	0	1	10
Skede	0	2	8
Franse band, enkel knoop	0	0	10
Franse band, twee knope	0	1	10
Oorflap aan Amerikaanse sakke	0	0	10
Leer oor hak	0	1	4
Buitengewone grootte met middel vanaf 44 duim	0	0	10
Verlengband	0	0	10
Geheel met leer omgeboor	0	2	8
Seemsleersakke, per stuk	0	1	4
Dubbel sakke, onder	0	0	10
Dubbel sitvlak, buite of binne	0	1	10
Synaat met koord afgewerk, met die hand	0	4	5
Dubbele koord op synaat, met die hand	0	8	10
Aanpas	0	1	10
Bokvel-belegstukke met die hand	0	10	6
Rybroeke, paddabek-sakke	0	2	8
Rybroeke, gesplete beenstukke	0	5	4
Jodhpore-rybroeke, ekstras (dieselfde as vir rybroeke)	0	2	8
Koord op synaat, met masjien	0	5	4
Dubbele koord op synaat, met masjien	0	1	10
Sakke, met die hand	0	1	10
Sitvlaknaat, met die hand	0	1	10
Bo-ente omgeboor	0	0	10
Agterlissies en sylissies	0	0	10

Dameskledingstukke.

Gewone baadjie, van	2	12	8
Gewone romp, van	0	14	11
Rybroek, met masjien gemaak, vanaf	2	8	4
Rybroek, met die hand gemaak, vanaf	4	7	10
Langbroeke vir dames	0	15	10

27. EKSTRA BESOLDIGING.

(1) (a) Elke werkgewer wat 'n handelaar-kleremaker is, moet elke maand bo en behalwe die besoldiging en stukkone genoem in artikels 4 en 26 van die Ooreenkoms, onderstaande ekstra besoldiging ingevolge hierdie artikel aan sy werknemers, stukwerkers en middelmannen betaal:—

(i) Een-sesde van die weeklikse besoldiging plus die helfte van die bedrag aan elk van sy werknemers op tydwerk betaal of aan hulle betaalbaar ingevolge artikel 4, watter ook al die meeste is.

Coat and/or Vest—Extras.

	£	s.	d.
Balloon pockets or military pockets	0	4	5
Step collar for vest	0	2	8
Extra pockets, each	0	1	4
Skeleton baste, coat	0	2	8
Skeleton baste, vest	0	0	10
Baste, morning coat	0	5	4
Baste, dress coat	0	5	4
Baste, frock coat	0	5	4
Single-stitched, by hand, coat	0	3	6
Single-stitched, by hand, vest	0	0	10
Double-stitched, by machine	0	1	10
Gauntlet cuffs	0	1	10
Double-breasted lounge	0	3	6
Double-breasted vest	0	1	10
Unlined coat or blazer	0	4	5
Outsize from 44-inch waist	0	2	8
Bluffed edges	0	4	5
After three hole and button cuff, per hole	0	0	6
Lining felled	0	2	8
Under collar, by hand	0	1	4
Top collar, by hand	0	2	8
Canvas, by hand	0	1	4
Three buttonhole cuff	0	2	8

Military and Clerical Garments.

Ordinary tunic, pointed cuffs	3	9	5
Ordinary tunic, braided cuffs	3	14	8
Scottish tunic, bandolier on top pocket	3	14	8
Officer's mess coat, quilted lining, plain pointed cuffs and mess vest	3	9	5
Livery	5	5	4
Top livery	6	15	2
Clerical frock	5	5	4
Cassock vest	2	3	11

Officer's Mess Coats—Extras.

Silk facings	0	8	10
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Trousers.

Trousers, two sides, one hip and fob pockets, turned in tops, to start	0	15	10
Breeches, two pockets, with strappings, to start	2	8	4
Jhodpore breeches, two pockets, to start	1	10	8
Knickers, strap and buckle at knee, to start	0	18	4
Plus-fours, two side and one hip pocket, to start	1	2	0
Leggings, with or without tongue, to start	1	0	2

Trousers—Extras.

Extra fob pocket	0	0	10
Extra hip pocket	0	1	10
Loops for belt, other than flannels	0	1	10
Tube	0	2	8
French bearer, single button	0	0	10
French bearer, two buttons	0	1	10
Tab to American pocket	0	0	10
Leather on heel	0	1	4
Outsize from 44-inch waist	0	0	10
Extension band	0	0	10
Leather all round	0	2	8
Chamois pockets, each	0	1	4
Double pockets at bottom	0	0	10
Double seat, out or inside	0	1	10
Braid on side seam, by hand	0	4	5
Double braid on side seam, by hand	0	8	10
Try-one	0	1	10
Ruckskin strappings, by hand	0	10	6
Breeches, frog-mouth pockets	0	2	8
Breeches, split falls	0	5	4
Jhodpore breeches, extras (same as breeches)	0	2	8
Braid on side seam, by machine	0	5	4
Double braid on side seam, by machine	0	1	10
Pockets, by hand	0	1	10
Seat seam, by hand	0	1	10
Bound tops	0	0	10
Back straps or side straps	0	0	10

Ladies' Garments.

Plain coat, from	2	12	8
Plain skirt, from	0	14	11
Breeches, made by machine, from	2	8	4
Breeches, made by hand	4	7	10
Ladies' slacks	0	15	10

27. EXTRA REMUNERATION.

(1) (a) Every employer who is a merchant tailor shall in addition to the remuneration and rates referred to in sections 4 and 26 of the Agreement pay the following additional remuneration to his employees, piece-workers and middlemen in respect of each month in accordance with this section:—

(i) One-sixth of the weekly remuneration plus a half of that amount paid to each of his employees employed on time-work or payable to them in terms of section 4, whichever is the greater.

- (ii) Een sjieling en nege pennies in die pond van die totale bedrag gedurende die voorafgaande kalendermaand deur hom aan sy stukwerkers betaal of aan hulle betaalbaar ingevolge artikel 4, watter ook al die meeste is.
- (iii) Een sjieling en nege pennies in die pond van die totale bedrag gedurende die voorafgaande kalendermaand deur hom aan sy middelmanne betaal of ingevolge artikel 26 betaalbaar, watter ook al die meeste is.
- (b) Elke werkgewer wat 'n middelman is, moet elke maand bo en behalwe die besoldiging waarna in artikel 4 verwys word, onderstaande ekstra vergoeding aan sy werknemers betaal:—
- (i) Een sesde van die weeklikse besoldiging plus die helfte van die bedrag aan elk van sy werknemers op tydwerk betaal of ingevolge artikel 4 aan hulle betaalbaar, watter ook al die meeste is.
- (ii) Een sjieling en nege pennies in die pond van die totale bedrag deur hom aan sy stukwerkers gedurende die voorafgaande kalendermaand betaal of ingevolge artikel 4 aan hulle betaalbaar, watter ook al die meeste is.

(2) (a) Betalings wat ingevolge subartikel (1) (a) gemaak is, moet voor of op die sewende dag van elke maand aan die Raad betaal word om deur die Raad in trust gehou te word vir persone wat daartoe geregtig is.

(b) Betalings deur 'n middelman ingevolge subartikel (1) (b) aan sy werknemers verskuldig, moet deur die Nywerheidsraad van die bedrae ingevolge subartikel (1) (a) (iii) aan die betrokke middelman verskuldig, afgetrek word.

(3) (a) Elke handelaar-kleremaker moet as hy betalings ingevolge hierdie artikel doen, 'n staat verstrek in die vorm voorgeskryf in Aanhangsel B, wat ten opsigte van elke kalendermaand waarna dit verwys die naam van elke werknemer en middelman, die besoldiging betaalbaar en die bedrae waarop sodanige besoldiging gebaseer is, moet aantoon.

(b) Elke middelman moet ten opsigte van elke kalendermaand 'n opgawe verstrek in die vorm van Aanhangsel B wat ten opsigte van elke tydwerker en stukwerker die totale bedrae aan lone en besoldiging vir stukwerk, met uitsondering van oortyd, wat gedurende daardie maand aan sodanige werknemers betaal is, moet aantoon.

(4) (a) Middelmanne, tydwerkers en stukwerkers wat dwarsdeur die jaar in die nywerheid in diens was, moet onderstaande bedrae ontvang:—

- (i) In die geval van die middelman self, 'n bedrag gelyk aan die betaling van 'n kleremaker vir 18 dae-teen volle tyd.
- (ii) In die geval van 'n tydwerker, 'n bedrag gelyk aan die loon voorgeskryf vir 'n werknemer in sy kategorie vir 18 dae-teen volle tyd.
- (iii) In die geval van 'n stukwerker, 'n bedrag gelyk aan die lone wat aan 'n werknemer in sy kategorie betaal sou gewees het as hy voltyds as 'n tydwerker in diens was vir 18 dae.

(b) Middelmanne, tydwerkers en stukwerkers wat nie dwarsdeur die jaar onafgebroke in die nywerheid in diens of werksaam was nie, moet dele van die bedrag genoem in artikel 28 (4) (a) ontvang wat in verhouding is met die deel van die jaar waarvoor hulle in die nywerheid in diens of werksaam was.

(c) As die bedrag wat ingevolge die bepaling van hierdie artikel vir 'n middelman gekrediteer is, op 20 Desember vir die Raad onvoldoende lyk om die middelman en sy werknemers die bedrag te betaal wat in artikels 28 (4) (a) of 28 (4) (b) genoem word, moet die tekort deur al die handelaar-kleremakers wat aan die betrokke middelman werk gegee het om gedurende die jaar geëindig 20 Desember gedoen te word, gesamentlik aan die Raad betaal word in verhouding tot die totale bedrae wat gedurende die betrokke jaar deur elkeen van die handelaar-kleremakers as kontraktone ten opsigte van dié middelman betaal is.

(5) Alle gelde wat ingevolge hierdie artikel ontvang is, moet in 'n spesiale bankrekening gestort word en betalings aan persone wat ingevolge hierdie artikel daartoe geregtig is, moet gedurende die week eindigende 23 Desember van elke jaar per tjek gemaak word.

28. LEWENSKOSTETOELAE.

1 (a) Aan werknemers wie se lone in artikel 4 (1) van hierdie Ooreenkoms voorgeskryf word, moet onderstaande basiese lewenskostetoelae betaal word:—

Loon per week.	Lewenskostetoelae per week.
	£ s. d.
Tot en met inbegrip van £3. 6s. 5d. ...	0 10 0
Bo £3. 6s. 5d. tot en met inbegrip van £6	0 15 0
Bo £6 ...	1 0 0

(b) Benewens die basiese lewenskostetoelae wat in subartikel (a) hierbo vermeld is, moet elke werknemer wie se loon in artikel 4 (1) van hierdie Ooreenkoms voorgeskryf word, 'n lewenskostetoelae gelyk aan 40 persent van die loon wat in artikel 4 (1) vir sy klas voorgeskryf word, ontvang solank die kleinhandelprysindeksyfer 172.3 bly (d.w.s. die kleinhandelprysindeksyfer vir September 1951).

(ii) One shilling and ninepence in the pound of the total amount paid by him to his piece-workers or payable to them in terms of section 4, during the preceding calendar month, whichever is the greater.

(iii) One shilling and ninepence in the pound of the total amount paid or payable by him to his middleman in terms of section 26 during the preceding calendar month, whichever is the greater.

(b) Every employer who is a middleman shall in addition to the remuneration referred to in section 4 pay the following additional remuneration to his employees during each month:—

(i) One-sixth of the weekly remuneration plus a half of that amount paid to each of his employees, employed on time-work or payable to them in terms of section 4, whichever is the greater.

(ii) One shilling and ninepence in the pound of the total amount paid by him to his piece-workers or payable to them in terms of section 4, during the preceding calendar month, whichever is the greater.

(2) (a) Payments made in terms of sub-section (1) (a) shall be paid to the Council not later than the seventh day of each and every month, to be held by the Council in trust for the persons entitled thereto.

(b) Payments due by a middleman to his employees in terms of sub-section (1) (b) shall be deducted by the Industrial Council from the amounts due to the middleman concerned in terms of sub-section (1) (a) (iii).

(3) (a) Every merchant tailor shall, when making payments in terms of this section, furnish a statement in the form prescribed in Annexure B setting out in respect of the calendar month to which it refers, the name of each employee and middleman, and the remuneration payable and the amounts on which such remuneration is based.

(b) Each middleman shall in respect of each calendar month submit a return in the form of Annexure B showing in respect of each time-worker and each piece-worker the total amounts in wages and piece-work remuneration excluding overtime paid during that month to such employees.

(4) (a) Middleman, time-workers and piece-workers who have been engaged throughout the year in the Industry shall receive the following amounts:—

- (i) In the case of the middleman himself, the sum equivalent to the pay of a tailor for 18 days on full time.
- (ii) In the case of a time-worker, a sum equivalent to the wage prescribed for an employee of his class for 18 days on full time.
- (iii) In the case of a piece-worker, a sum equivalent to the wages which would have been paid to an employee of his class had he been employed on full time as a time-worker for 18 days.

(b) Middlemen, time-workers and piece-workers who have not been continuously engaged or employed in the industry during the year shall receive such portions of the amount referred to in section 28 (4) (a) as is *pro rata* to the length of time during which they were engaged or employed in the industry during the year.

(c) Whenever the amount standing to the credit of any middleman in terms of this section appears to the Council to be insufficient as at the 20th December to enable the middleman and his employees to receive the amount referred to in section 28 (4) (a) or section 28 (4) (b), then such shortfall shall be paid jointly to the Council by all the merchant tailors who gave out work to be made up by that middleman during the year ended 20th December, *pro rata* according to the total amounts paid as contract rates by each of those merchant tailors during the said year in respect of that middleman.

(5) All moneys received in terms of this section shall be paid into a special banking account and payments to persons entitled thereto in terms of this section shall be made during the week ending the 23rd December of each year, by cheque.

28. COST OF LIVING ALLOWANCE.

(1) (a) Employees for whom wages are prescribed in section 4 (1) of this Agreement shall be paid a basic cost of living allowance as follows:—

Wage per Week.	Cost of Living Allowance Per Week.
	£ s. d.
Up to and including £3. 6s. 5d. ...	0 10 0
Over £3. 6s. 5d. and up to and including £6	0 15 0
Over £6 ...	1 0 0

(b) In addition to the basic cost of living allowance prescribed in paragraph (a) above, every employee for whom wages are prescribed in section 4 (1) of this Agreement, shall be paid a cost of living allowance equal to 40 per cent. of the wage prescribed for his class in clause 4 (1) while the retail price index number remains at 172.3 (i.e., the September, 1951, retail price index number).

(c) Nieteenstaande enigiets wat in subartikel 1 (b) voorkom—

- (i) vir elke volle styging van 7.5 punte bo 172.3 in die kleinhandelprysindekssyfer moet 'n werknemer se lewenskostoelae met 2½ persent van die loon wat in artikel 4 (1) vir sy klas voorgeskryf word, verhoog word. Indien die kleinhandelprysindekssyfer daal benede 'n syfer waar 'n hoër lewenskostoelae ingevolge hierdie subartikel betaalbaar word, kan die toelae *mutatis mutandis* verlaag word op dieselfde wyse en met dieselfde bedrag as die verhoging wat daarin bepaal word;
- (ii) vir elke volle daling van 7.5 punte benede 172.3 in die kleinhandelprysindekssyfer kan 'n werknemer se lewenskostoelae met 2½ persent van die 40 persent van die loon wat in artikel 4 (1) vir sy klas voorgeskryf word, verlaag word. Indien die kleinhandelprysindekssyfer styg bokant 'n syfer waar 'n laer lewenskostoelae ingevolge hierdie subartikel betaalbaar word, moet die toelae *mutatis mutandis* verhoog word op dieselfde wyse en met dieselfde bedrag as die verlaging wat hierin bepaal word.

2. (a) Aan 'n werknemer wat stukwerk doen, moet 'n basiese lewenskostoelae gelyk aan 7½ persent van sy weeklikse loon betaal word.

(b) Benewens die basiese lewenskostoelae wat in subparagraaf 2 (a) voorgeskryf is, moet 'n werknemer wat stukwerk doen, 'n lewenskostoelae gelyk aan 40 persent van die loon wat in artikel 4 (1) vir sy klas voorgeskryf word, ontvang solank die kleinhandelprysindekssyfer 172.3 bly (d.w.s. die kleinhandelprysindekssyfer vir September 1951).

(c) Nieteenstaande enigiets wat in subartikel 2 (b) voorkom—

- (i) vir elke volle styging van 7.5 punte bo 172.3 in die kleinhandelprysindekssyfer moet die lewenskostoelae van 'n werknemer wat stukwerk doen, met 2½ persent van die loon wat in artikel 4 (1) vir sy klas voorgeskryf word, verhoog word. Indien die kleinhandelprysindekssyfer daal benede 'n syfer waar 'n hoër lewenskostoelae ingevolge hierdie subartikel betaalbaar word, kan die toelae *mutatis mutandis* verlaag word op dieselfde wyse en met dieselfde bedrag as die verhoging wat daarin bepaal word;
- (ii) vir elke volle daling van 7.5 punte benede 172.3 in die kleinhandelprysindekssyfer kan 'n werknemer se lewenskostoelae met 2½ persent van die 40 persent van die loon wat in artikel 4 (2) vir sy klas voorgeskryf word, verlaag word. Indien die kleinhandelprysindekssyfer styg bokant 'n syfer waar 'n laer lewenskostoelae ingevolge hierdie subartikel betaalbaar word, moet die toelae *mutatis mutandis* verhoog word op dieselfde wyse en met dieselfde bedrag as die verlaging wat hierin bepaal word.

3. Die verhoging of verlaging van die lewenskostoelae wat in hierdie artikel voorgeskryf word, word op die datum van die persverklaring van krag, en loonaanpassings moet nie later as die eerste betaaldag ná die persverklaring plaasvind nie.

4. Vir die toepassing van hierdie artikel beteken „kleinhandelprysindekssyfer” die beswaarde gemiddelde indeks ten opsigte van kos, brandstof, lig, huur, en diverse uitgawes in die nege vernaamste gebiede van die Unie van Suid-Afrika, soos deur die Direkteur van Sensus en Statistiek beraam en in sy persverklaring gepubliseer.

5. Die lewenskostoelae wat in hierdie artikel voorgeskryf word, sluit alle lewenskostoelae in wat betaalbaar is ingevolge Oorlogsmaatreël No. 42 van 1943, soos gewysig of soos dit in die vervolg gewysig mag word; met dien verstande dat, as die lewenskostoelae wat in hierdie artikel voorgeskryf word, minder as dié wat ingevolge die genoemde oorlogsmaatreël betaalbaar is, laasgenoemde toelae betaal moet word.

29. SIEKTEBYSTANDFONDS.

(1) Hierby word 'n fonds ingestel wat as die „Siektebystandfonds” vir die Kleremakery-op-maatnywerheid, hierna die „fonds” genoem, bekend staan.

(2) Die fonds word aangewend om gedurende tye van siekte geneeskundige bystand te verleen aan werknemers op wie hierdie Ooreenkoms van toepassing is.

(3) (a) Die fonds word gefinansier deur bydraes ingevolge paragrafe (b), (c) en (d) van hierdie subartikel.

(b) Vir die doel van die fonds moet elke werkgewer elke week die volgende bedrae van die lone van elkeen van sy werknemers wat weekliks betaal word, aftrek:—

(i) 1s. per week vir alle werknemers vir wie die voorgeskrewe lone meer as £3 per week is.

(ii) 6d. per week vir alle werknemers vir wie die voorgeskrewe lone minder as £3 per week is.

(c) Elke middelman moet 2s. per week namens homself betaal.

(d) By die totaal wat ingevolge subartikel (3) (b) van hierdie artikel ingevorder is, moet die werkgewers 'n gelyke bedrag voeg en dit maand na maand „vry van bankkommissie”, nie later as die 7de dag van elke maand nie en in die vorm wat in Bylae C van hierdie Ooreenkoms voorgeskryf word, opstuur aan die Sekretaris van die Raad, Posbus 357, Pretoria.

(c) Notwithstanding anything contained in sub-section (1) (b)—

- (i) For every complete 7.5 points increase in the retail price index number above 172.3 the cost of living allowance paid to an employee shall be increased by 2½ per cent. of the wage prescribed for his class in clause 4 (1). In the event of a decline in the retail price index number below any number at which an increase in the cost of living allowance becomes payable in terms of this sub-section, the cost of living allowance may be reduced *mutatis mutandis* in the same manner and by the same amounts as the increases provided for herein;
- (ii) for every complete 7.5 points decrease in the retail price index number below 172.3, the cost of living allowance paid to an employee may be reduced by 2½ per cent. of the 40 per cent. of the wage prescribed for his class in clause 4 (1). In the event of a rise in the retail price index number above any figure at which a reduced cost of living allowance became payable in terms of this sub-section, the allowance shall be increased *mutatis mutandis* in the same manner and by the same amounts as the decrease provided for herein.

(2) (a) An employee on piece-work shall be paid a basic cost of living allowance equal to 7½ per cent. of the weekly wage received by him.

(b) In addition to the basic cost of living allowance prescribed in sub-section (2) (a), an employee on piece-work shall be paid a cost of living allowance equal to 40 per cent. of the wage prescribed for his class in clause 4 (1) while the retail price index number remains at 172.3 (i.e., the September, 1951, retail price index number).

(c) Notwithstanding anything contained in sub-section (2) (b)—

- (i) for every complete 7.5 points increase in the retail price index number above 172.3, the cost of living allowance paid to an employee on piece-work shall be increased by 2½ per cent. of the wage prescribed for his class in clause 4 (2). In the event of a decline in the retail price index number below any number at which an increase in the cost of living allowance becomes payable in terms of this sub-section, the cost of living allowance may be reduced *mutatis mutandis* in the same manner and by the same amounts as the increase provided for herein;
- (ii) For every complete 7.5 points decrease in the retail price index number below 172.3, the cost of living allowance paid to an employee on piece-work, may be reduced by 2½ per cent. of the 40 per cent. of the wage prescribed for his class in clause 4 (2). In the event of a rise in the retail price index number above any figure at which a reduced cost of living allowance became payable in terms of this sub-section, the allowance shall be increased *mutatis mutandis* in the same manner and by the same amounts as the decrease provided for herein.

3. The increase or decrease in the cost of living allowance provided for in this section, shall become operative as from the date of the Press Release and payment adjustments shall be effected not later than the first pay day following the date of the Press Release.

4. For purposes of this section, “Retail Price Index Number” shall mean the weighted average index relating to food, fuel, light, rent and sundries for the nine principal areas in the Union of South Africa, as assessed by the Director of Census and Statistics and published in his Press Release.

5. The cost of living allowance prescribed in this section includes any cost of living allowance payable under W.M. 42 of 1943, as amended, or as may be amended from time to time provided that where the cost of living allowance prescribed in this section is less than the cost of living allowance payable in terms of the said War Measure, the cost of living allowance prescribed in the said War Measure shall become due and payable.

29. SICK BENEFIT FUND.

(1) There is hereby established a Fund which shall be known as the “Bespoke Tailoring Industry Sick Benefit Fund”, hereinafter referred to as the “Fund.”

(2) The Fund shall be used for the purpose of providing medical benefits to employees to whom this agreement applies, during periods of sickness.

(3) (a) The Fund shall be financed by contributions in terms of paragraphs (b), (c) and (d) of this sub-section.

(b) For the purpose of the Fund, every employer shall each week deduct the following amounts from the wages of each of his weekly paid employees:—

(i) 1s. per week for all employees for whom the prescribed wages are more than £3 per week.

(ii) 6d. per week for all employees for whom the prescribed wages are £3 or less per week.

(c) Every middleman shall pay 2s. per week on his own behalf.

(d) To the total so collected under sub-section 3 (b) of this section, the employers shall add a like amount and remit month by month “free of exchange” to the Secretary of the Council, P.O. Box 357, Pretoria, not later than the 7th day of each and every month in the Form prescribed in Annexure C to this Agreement.

(4) Behoudens die bepalings van subartikel (5) en die reëls wat die administrasie van die fonds beheer, is 'n lid wat 'n loon van £3 of meer per week verdien en wat siek word tot siektebetaling geregtig:—

(a) Nadat hy vir 'n tydperk van minstens dertien (13) weke tot die fonds bygedra het, tot £3 per week vir vier weke gedurende enige kalenderjaar; met dien verstande dat afwesigheid van werk weens siekte vir minstens een week duur en dat die siekte deur 'n geneesheer-gesertifiseer word.

(b) 'n Lid wat minder as £3 per week verdien en wat siek word nadat hy vir 'n tydperk van minstens dertien (13) weke tot die fonds bygedra het, is daartoe geregtig om weeklikse siektebetaling te ontvang wat gelykstaan met 75 persent van sy loon vir vier weke gedurende enige kalenderjaar; met dien verstande dat afwesigheid van werk weens siekte vir 'n tydperk van minstens een week duur en dat die siekte deur 'n geneesheer-gesertifiseer word.

(5) Uitbetalings uit die fonds word gestaak sodra die bedrag op krediet van die fonds onderkant £50 daal, en die betaling van verdere bystand word nie hervat voor en aler die bedrag op krediet van die fonds die £100-syfer bereik het nie.

(6) Die fonds word geadmistreer deur 'n Beheerraad wat bestaan uit twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers, deur die Raad aangestel. Die administrasie geskied ooreenkomstig die reëls wat deur die Beheerraad opgestel en deur die Raad goedgekeur word. Die reëls moet nie met die bepalings van hierdie artikel strydig wees nie en kan, met die goedkeuring van die Raad, deur die Beheerraad gewysig word. Alle besluite deur die Beheerraad is onderworpe aan bekragtiging deur die Raad.

(7) (a) Alle gelde wat in die fonds inbetaal word, moet in 'n spesiale bankrekening gestort word wat by 'n bank en/of inrigting wat deur die Raad goedgekeur word, geopen word.

(b) Alle tjeks wat op die fonds se rekening getrek word, moet deur die voorsitter, of ondervoorsitter en die sekretaris van die Beheerraad onderteken word.

(c) Surplusgeld in die fonds kan by 'n goedgekeurde bougenootskap op deposito geplaas word, of dit kan in Uniënieningsertifikaat belê word; met dien verstande dat voldoende geld in vloeibare vorm gehou word om die Beheerraad in staat te stel om onmiddellik aan enige vorderings teen die fonds te voldoen.

(d) Alle onkoste wat in verband met die administrasie van die fonds aangegaan word, kom ten laste van die fonds.

(8) 'n Gekwalifiseerde ouditeur of ouditeurs moet jaarliks deur die Nywerheidsraad aangestel word teen die besoldiging waaroor die Raad besluit. Die ouditeur of ouditeurs moet nadat die fonds begin het om bystand te betaal, die rekenings van die fonds minstens eenkeer per jaar, ouditeer en 'n staat opstel wat die volgende aantoon:—

(a) Alle gelde ontvang—

- (i) ingevolge subartikel (3) hiervan;
- (ii) uit ander bronne; en

(b) uitgawes aangegaan onder alle hofies, tesame met 'n staat wat die bate en laste van die fonds aangee. Ware afskrifte van hierdie state moet deur die voorsitter van die Beheerraad medeonderteken word en die ouditeurs se verslae daaroor moet op die Raad se kantoor ter insae lê van persone wat in die Kleremakery-op-maatnywerheid in diens of werksaam is en hulle sal daartoe geregtig wees om afskrifte daarvan of uittreksels daaruit te maak. Gewaarmerkte afskrifte van beide state en die ouditeur se verslag daaroor moet onverwyld na die Sekretaris van Arbeid deurgestuur word.

(9) Wanneer hierdie Ooreenkoms deur tydsverloop of 'n ander oorsaak verstryk, moet die Beheerraad voortgaan om die fonds te administreer totdat dit of gelikwider of na 'n ander fonds, wat vir dieselfde doel ingestel word as dié waarvoor die oorspronklike fonds in die lewe geroep is, oorgeplaas word.

(10) Indien die Raad ontbind word, of as dit gedurende enige tydperk wanneer hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, nie in werking is nie, moet die Beheerraad voortgaan om die fonds te administreer; persone wat lede van die Beheerraad is op die tydstip wanneer die Raad ontbind word of buite werking tree, word vir die toepassing hiervan geag lede daarvan te wees; met dien verstande dat die Minister 'n vakature op die Beheerraad kan vul deur of 'n werkgewer of 'n werknemer in die nywerheid te benoem, na gelang van die geval, om gelyke verteenwoordiging van werkgewers en werknemers as lede en as plaasvervangers op die Beheerraad te verseker. Indien die Beheerraad sy pligte nie kan of wil nakom nie, of as 'n dooiepunt bereik word wat sy administrasie van die fonds na die mening van die Minister ondoenlik of onwenslik maak, kan laasgenoemde 'n kurator of kurators benoem om die Beheerraad se pligte waar te neem wat vir dié doel al die bevoegdhede van die raad besit. Wanneer die Ooreenkoms verstryk, moet die fonds gelikwider word soos in subklousule (11) van hierdie artikel voorgeskryf. As die Raad so sake by verstryking van die Ooreenkoms reeds finaal afgehan-

(4) Subject to the provisions of sub-section (5) and to the rules governing the administration of the Fund, a member earning a wage of £3 or more per week, who becomes ill, shall be entitled to sick pay:—

(a) After he has contributed towards the Fund for a period of not less than thirteen (13) weeks to £3 per week for four weeks during any calendar year, provided that absence from work on account of illness is for not less than one week and that such illness is certified by a Medical Practitioner.

(b) A member earning less than £3 per week who becomes ill after he has contributed towards the Fund for a period of not less than thirteen (13) weeks, shall be entitled to receive weekly sick pay equivalent to 75 per cent. of his wage for four weeks during any calendar year provided that absence from work on account of illness is for a period of not less than one week and that such illness is certified by a Medical Practitioner.

(5) Disbursements from the Fund in respect of Sick Pay shall cease whenever the amount standing to the credit of the Fund falls below £50 and the payment of further benefits shall not commence until the amount standing to the credit of the Fund reaches the figure of £100.

(6) The Fund shall be administered by a Management Board consisting of two representatives of the employers and two representatives of the employees, appointed by the Council. The administration shall be in accordance with the rules drawn up by the Board and approved by the Council. The rules shall not be inconsistent with the provisions of this section and may, with the approval of the Council, be amended by the Board. All decisions by the Management Board shall be subject to ratification by the Council.

(7) (a) All moneys paid into the Fund shall be deposited in a special Banking Account to be opened at a bank and/or institution approved by the Council.

(b) All cheques drawn on the Fund's account shall be signed by the Chairman, or Vice-Chairman, and Secretary of the Fund.

(c) Surplus money in the Fund may be placed on deposit with an approved building society, or may be invested in Union Loan Certificates; provided that sufficient money is kept in such liquid form as will enable the Management Board to meet any claims on the fund immediately it is called upon to do so.

(d) All expenses incurred in connection with the administration of the Fund, shall form a charge upon the Fund.

(8) A qualified auditor or auditors shall be appointed annually by the Industrial Council at such remuneration as the Council may decide. The auditor or auditors shall, after the Fund has commenced to pay benefits, audit the accounts of the Fund at least annually, and prepare a statement showing:—

(a) All moneys received—

- (i) in terms of sub-section (3) hereof;
- (ii) from any other sources; and

(b) Expenditure incurred under all headings, together with a statement showing the assets and liabilities of the Fund. True copies of these statements shall be countersigned by the Chairman of the Management Board, and the Auditor's Reports thereon shall be available for inspection at the Council's office to persons engaged or employed in the Bespoke Tailoring Industry, who shall be entitled to make copies thereof, or to take extracts therefrom. Certified copies of both Statements and the Auditor's Report thereon shall forthwith be transmitted to the Secretary for Labour.

(9) In the event of the expiry of this Agreement by effluxion of time or any other cause, the Fund shall continue to be administered by the Management Board, until it be either liquidated or transferred to any other Fund constituted for the same purpose as that for which the original Fund was created.

(10) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the management board shall continue to administer the fund and the members of the board 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 board may be filled by the Minister 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 alternatives in the membership of the board. In the event of such board being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the board and who shall possess all the powers of the board for such purpose. Upon the expiration of this Agreement the fund shall be liquidated in the manner set forth in sub-clause (11) of this section and if upon the expiration of the

del en sy bates uitbetaal is, moet die res van die fonds uitbetaal word soos in artikel vier-en-dertig (4) van die Wet bepaal asof dit deel uitgemaak het van die Raad se algemene fonds.

(11) Wanneer die fonds ingevolge subklousule (9) van hierdie klousule gelikwidier word, moet die geld wat oorbly nadat alle skulde, met inbegrip van administrasie- en likwidasiestekste, vereffen is, in die Raad se algemene fonds inbetaal word.

Namens die Partye in Pretoria onderteken op hede die 12de dag van Mei 1952.

H. SHAMES,
Voorsitter van die Raad.
J. DU PLESSIS,
Ondervoorsitter van die Raad.
CLAUDE E. ACTON,
Sekretaris van die Raad.

AANHANGSEL A.

No. van sertifikaat _____

DIENSSERTIFIKAAT.

(Uitgereik ingevolge artikel sewentien van die Nywerheidsraad-ooreenkoms wat by Goewermmentskennisgewing bekendgemaak is.)

KLEREMAKERY-OP-MAATNYWERHEID.

Naam en adres van firma _____

Hierby sertifiseer ek dat ondervermelde persoon by my in diens was en dat onderstaande besonderhede juis is:—

1. Volle naam van werknemer _____
2. Adres _____
3. Geslag _____
4. Ouderdom _____
5. Bedryf _____
6. Loon op datum van uitdienstreding _____
7. Datum van indienstreding by my _____
8. Datum van uitdienstreding by my _____
9. Nommer van dienssertifikaat deur vorige werkgever _____

(vul naam in) uitgereik, was _____

Gedateer hede die _____ dag van _____

19 _____

Handtekening van werkgever. _____

AANHANGSEL B.

WERKGEWER SE OPGAWE VIR DIE MAAND _____

WERKGEWER _____

Werknemers.	Besoldiging waarop bydrae verskuldig is.	Bydrae verskuldig.
(a) Tydwerkers.....	_____	_____
(b) Stukwerkers.....	_____	_____
Middelmannen.....	_____	_____
TOTAAL AAN LONE.....	_____	_____
TOTAAL AAN BYDRAES VERSKULDIG	_____	_____

Datum _____ Handtekening. _____

AANHANGSEL C.

SIEKTEBYSTANDFONDS.

WERKGEWER SE OPGAAF VIR DIE MAAND _____

Naam en adres van werkgever _____

Werknemers—	Bydrae.
(a) Getal wat meer as £3 per week verdien.....	_____
(b) Getal wat £3 per week of minder verdien.....	_____
(c) Middelmannen.....	_____
Werkgever.	_____
TOTAAL BYDRAE.....	£ _____

Datum _____ Handtekening. _____

Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(11) Upon liquidation of the fund in terms of sub-clause (9) of this clause, the moneys remaining to the credit of the fund after the payment of all claims against the fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

Signed at Pretoria on behalf of the parties on this 12th day of May, 1952.

H. SHAMES,
Chairman of the Council.
J. DU PLESSIS,
Vice-Chairman of the Council.
CLAUDE E. ACTON,
Secretary of the Council.

ANNEXURE A.

No. of Certificate _____

CERTIFICATE OF SERVICE.

(Issued in terms of section seventeen of Industrial Council Agreement, published under Government Notice.)

BESPOKE TAILORING INDUSTRY.

Name and address of firm _____

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

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

Dated at _____ this _____ day of _____ 19 _____

Signature of Employer. _____

ANNEXURE B.

EMPLOYER'S RETURN FOR THE MONTH OF _____ EMPLOYER _____

Employees.	Remuneration on which Contributions Due.	Contributions Due.
(a) Time workers.....	_____	_____
(b) Piece-workers.....	_____	_____
Middlemen.....	_____	_____
TOTAL WAGES.....	_____	_____
TOTAL CONTRIBUTIONS DUE.....	_____	_____

Date _____ Signature. _____

ANNEXURE C.

SICK BENEFIT FUND.

EMPLOYER'S RETURN FOR THE MONTH OF _____

Name and address of employer _____

Employees.	Contribution.
(a) Number earning more than £3 per week.....	£ _____
(b) Number earning £3 per week or less.....	_____
(c) Middlemen.....	_____
TOTAL CONTRIBUTION.....	£ _____

Date _____ Signature. _____

* No. 1924.] [22 Augustus 1952.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

**KLEREMAKERY-OP-MAATNYWERHEID,
PRETORIA.**

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Kleremakery-op-Maatnywerheid, bekendgemaak by Goe-wermentskennisgewing No. 1923 van 22 Augustus 1952, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van die genoemde Wet is nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

* No. 1924.] [22 August 1952.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

BESPOKE TAILORING INDUSTRY, PRETORIA.

I, PAUL OLIVER SAUER, Acting Minister of Labour, hereby, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Bespoke Tailoring Industry, published under Government Notice No. 1923 of the 22nd August, 1952, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

P. O. SAUER,
Acting Minister of Labour.

Wette van die Unie van Suid-Afrika, 1951

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