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UNION OF SOUTH AFRICA

Dr. J. H. G. van Blommestein

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Alle Proklamasies, Goewermements- 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.

GOEWERMENTSKENNISGEWINGS

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 605.] [20 Maart 1953.
NYWERHEID-VERSOENINGSWET, 1937.

KLERASIENYWERHEID, OOSTELIKE PROVINSIE.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- kragtens subartikel (1) van artikel *ag-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Klerasienywerheid, Oostelike Provinsie, vanaf die tweede Maandag na datum van bekendmaking van hierdie kennisgewing, en vir die tydperk wat eindig 29 April 1953 bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms, aangegaan het en op die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- kragtens subartikel (2) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 23, 27 en 28 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing, en vir die tydperk wat eindig 29 April 1953 bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte Port Elizabeth, King William's Town en Oos-Londen; en
- kragtens subartikel (4) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 23, 27 en 28 van genoemde Ooreenkoms, vanaf die tweede Maandag na datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig 29 April 1953, in die magistraatsdistrikte Port Elizabeth, King William's Town en Oos-Londen *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordoms krywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, OOSTELIKE PROVINSIE.

• OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, aangegaan tussen die

Eastern Province Clothing Manufacturers' Association (hierna „die werkgewers” of „die werkgewersorganisasie” genoem), aan die een kant, en die

Garment Workers' Union

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

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

A—12796

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 605.] [20 March 1953.

INDUSTRIAL CONCILIATION ACT, 1937.

CLOTHING INDUSTRY, EASTERN PROVINCE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- 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 Clothing Industry, Eastern Province, shall be binding from the second Monday after date of publication of this notice and for the period ending the 29th April, 1953, upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 23 (inclusive), 27 and 28 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 29th April, 1953, upon the other employers and employees engaged or employed in the said industry, in the Magisterial Districts of Port Elizabeth, King William's Town and East London; and
- in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Port Elizabeth, King Williams Town and East London and from the second Monday after date of publication of the notice and for the period ending the 29th April, 1953, the provisions contained in clauses 1, 3 to 23 (inclusive), 27 and 28 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.

B. J. SCHOEMAN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, EASTERN PROVINCE.

AGREEMENT

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

Eastern Province Clothing Manufacturers' Association (hereinafter called “the employers” or “employers' organization”), of the one part, and the

Garment Workers' Union

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

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

1. BESTEK VAN OOREENKOMS.

(1) Behoudens die bepalinge van subartikel (2) hiervan moet die bepalinge van hierdie Ooreenkoms nagekom word in die magistraatsdistrikte Port Elizabeth, King William's Town en Oos-Londen deur al die werkgewers wat lede van die werkgewersorganisasie is en die klerasienuwerheid uitoefen en deur alle werknemers wat lede van die vakvereniging is en in diens is in daardie nywerheid, en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(2) Die bepalinge van hierdie Ooreenkoms is nie van toepassing nie op enige klerklike werknemer wat maandeliks besoldig word teen minstens die totale besoldiging voorgeskryf in hierdie Ooreenkoms vermenigvuldig met vier en een-derde en by wie se diensvoorwaardes onderstaande bepalinge inbegrepe is wat skriftelik deur die werkgewer aan die werknemer gegee word:—

- (a) Dat sy dienskontrak nie sonder 'n maand diensopsegging beëindig mag word nie.
- (b) Dat sy maandelikse besoldiging nie as gevolg van korttyd, onbetaalde publieke vakansiedae of afwesigheidstydperke weens siekte, verminder sal word nie.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid ingevolge die Nywerheids-verseeningswet, 1937, bepaal word, en bly van krag vir 'n tydperk wat op of voor 29 April 1953 verstryk of vir die tydperk wat hy vasstel.

3. WOORDBEPALING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word, en in die Wet bepaal is, het dieselfde betekenis as in dié Wet. Verwysing na 'n Wet sluit enige wysiging van dié Wet in; en tensy 'n ander bedoeling blyk, sluit die woorde wat die manlike geslag aandui vrouens in; verder, tensy strydig met die samehang, beteken—

- „Wet”, die Nywerheids-verseeningswet, 1937;
- „skoonmaker”, 'n vroulike werknemer wat los garedrade afсны of afwerk wat deur vorige werknemers aan die kledingstukke gelaat is;
- „klerasienuwerheid”, of „nywerheid”, sonder om die gewone betekenis van die uitdrukking op enige wyse te beperk, modemakery, die maak van alle soorte bo- en onderkledingstukke waarby inbegrepe is nagklere en alle soorte tweeden- en linnehoede, pette en dasse en die maak van alle soorte kledingstukke volgens bestelling van enige Staatsdepartement of Provinsiale Administrasie, of Suid-Afrikaanse Spoorweë en Hawens-administrasie, of plaaslike owerhede, maar nie kleremakery-op-maat nie;
- „Raad”, die Nywerheidsraad vir die Klerasienuwerheid, Oostelike Provinsie, ingevolge die Wet geregistreer;
- „inrigting”, enige plek waar enige werksaamheid in verband met die klerasienuwerheid verrig word;
- „ervaring”, die totale duur van alle dienstdydperke in die nywerheid van 'n werknemer ten opsigte van wie in hierdie Ooreenkoms lone voorgeskryf word en word as ononderbroke beskou vanaf die tyd wat die werknemer by sy werkgewer in diens tree totdat sodanige diens eindig; met dien verstande dat 'n werknemer wie se diens aan die einde van sy werkjaar se werkjaar eindig, en wat binne 14 dae na die heropening van die werkgewer se fabriek, werk by sy vorige werkgewer hervat, gereken word dat hy aaneenlopend gewerk het;
- „opvouer”, 'n vroulike werknemer wat in die hemp-afdeling kledingstukke opvou;
- „uurloon”, die totale weekloon gedeel deur 42;
- „arbeider”, 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van onderstaande werksaamhede verrig:—
 - (a) Persele, voertuie, diere, of masjiene skoonmaak of diervoertuie bestuur;
 - (b) goedere laai of aflaai;
 - (c) goedere dra of opstapel;
 - (d) goedere vir versending of aflewering verpak, verpakingskiste toespyker, of bale toewerk;
 - (e) briewe, boodskappe, of goedere te voet of deur middel van 'n voet- of handvoertuig aflewer;
 - (f) vuurmaak, of vure aan die brand hou, of vuilgoed of as verwyder;
 - (g) rubberlym aanmaak vir kledingstukke met rubbervoerings;
 - (h) masjienbande verstel;
- „leerling”, 'n manlike werknemer, behalwe 'n klerklike werknemer of arbeider met minder as vyf jaar ervaring, of 'n vroulike werknemer, behalwe 'n klerklike werknemer met minder as drie jaar ervaring;
- „losboordjistryker”, 'n vroulike werknemer wat uitsluitlik losboordjies stryk;
- „masjienbediener”, 'n werknemer wat masjiene stel, olie en/of in goeie werkende orde hou;
- „merker”, 'n vroulike werknemer in die hemp-afdeling wat die posisie van sakke, knope of knoopsgate afmerk;

1. SCOPE OF APPLICATION OF AGREEMENT.

(1) Subject to the provisions of sub-section (2) hereof, the terms of this Agreement shall be observed in the Magisterial Districts of Port Elizabeth, King William's Town and East London by all employers who are members of the employers' organization and are engaged in the Clothing Industry, and by all employees who are members of the trade union and are employed in that industry and for whom wages are prescribed in this Agreement.

(2) The terms of this Agreement shall not apply to any clerical employee who is remunerated monthly at not less than the total remuneration prescribed in this Agreement multiplied by four and one-third and whose conditions of employment include the following provisions given in writing by the employer to the employee:—

- (a) That his contract of service may not be terminated without a month's notice;
- (b) that his monthly remuneration will not be reduced as a result of short-time working, unpaid public holidays or periods of absence through illness.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of the Industrial Conciliation Act, 1937, and shall remain in force for a period expiring not later than 29th April, 1953, or for such period as may be determined by him.

3. DEFINITIONS.

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

- „Act” means the Industrial Conciliation Act, 1937;
- „cleaner” means a female employee engaged in cutting or trimming off loose ends of cotton left on the garments by previous operators;
- „Clothing Industry” or „Industry” without in any way limiting the ordinary meaning of the expression means dressmaking, the making of all classes of outer and under garments, including nightwear and all classes of tweed and linen hats, caps and ties, and the making of all classes of garments to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities, but excludes bespoke tailoring;
- „Council” means the Industrial Council for the Clothing Industry, Eastern Province, registered in terms of the Act;
- „establishment” means any place in which any operation in connection with the Clothing Industry is carried on;
- „experience” means the total length of all periods of employment in the Industry of an employee in respect of whom wages are prescribed in this Agreement, and shall be deemed to be continuous from the time the employee enters his employer's service until the time such service is terminated; provided that an employee whose services are terminated at the end of his employer's working year and who resumes work with his former employer within 14 days of the reopening of the employer's factory shall be deemed to have worked continuously;
- „folder” means a female employee in the shirt section engaged in folding garments;
- „hourly wage” means the total weekly wage divided by 42;
- „labourer” means an employee engaged wholly or mainly in one or more of the following occupations:—
 - (a) Cleaning premises, vehicles, animals or machines or driving animal-drawn vehicles;
 - (b) loading or unloading goods;
 - (c) carrying goods or stacking;
 - (d) packing goods for despatch or delivery, nailing up packing cases or sewing up bales;
 - (e) delivering letters, messages or goods on foot or by means of a foot or hand propelled vehicle;
 - (f) making or maintaining fires or removing refuse or ashes;
 - (g) mixing rubber solutions for rubberized garments;
 - (h) fixing machine belts;
- „learner” means a male employee other than a clerical employee or labourer who has had less than five years or a female employee other than a clerical employee who has had less than three years' experience;
- „loose-collar-ironer” means a female employee exclusively engaged in ironing loose collars;
- „machine serviceman” means an employee engaged in adjusting, lubricating and/or maintaining machines in good repair;
- „marker” means a female employee in the shirt section engaged in marking the position of pockets, buttons or button-holes;

„okkupeerder”, die persoon wat die algemene bestuur en beheer van die werkplek waarneem en as daar twee of meer sulke persone is, is almal sulke persone inbegrepe;

„stukwerk”, enige stelsel waarvolgens besoldiging bereken word volgens hoeveelheid of omvang van verrigte werk;

„premies”, sonder om enigins die gewone betekenis van die uitdrukking te beperk, enige vergoeding hoegenaamd, gegee vir die opleiding van ’n werknemer;

„snyer, gekwalifiseer”, ’n werknemer wat die buitelyne van kledingstukke of „lae” van kledingstukke afkryt, of afmerk, volgens patrone deur die werkgever verskaf en/of kledingstukke, of lae van kledingstukke uitsny met elektriese hand- of bandmes, of met ’n skêr, en met minstens vyf jaar ervaring in die geval van ’n man en drie jaar ervaring in die geval van ’n vrou;

„vroulike werknemer, gekwalifiseer”, ’n vroulike werknemer, behalwe ’n skoonmaker, opvouer, losboordjiesstryker, merker, sorteerder, klerklike werknemer, of snyer, met minstens drie jaar ervaring;

„manlike werknemer, gekwalifiseer”, ’n manlike werknemer, behalwe ’n klerklike werknemer, snyer, masjienbediener, ’n arbeider, of teebediende, met minstens vyf jaar ervaring;

„sorteerder”, in die hemp-afdeling, ’n vroulike werknemer wat hemde, boordjies, pijamas en ander nagklere vir verskillende prosesse sorteer;

„sjabloneerder”, ’n vroulike werknemer wat die mate of herkenningswerknommers of kledingstukke of dele van kledingstukke sjabloneer;

„teebediende, vroulik of manlik”, ’n werknemer wat uitsluitlik of hoofsaaklik, tee of dergelike drankke maak;

„werkplek”, enige perseel waarin een of meer werknemers werksaamhede in die nywerheid verrig.

4. LONE EN LEWENSKOSTETOELAES.

(1) Geen besoldiging teen laer skale per week as onderstaande toelae van basiese lone en lewenskostetoelae, mag deur ’n werkgever betaal of deur ’n werknemer aangeneem word nie:—

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

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

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

„qualified cutter” means an employee engaged in chalking or marking in the outlines of garments or „lays” off garments from patterns provided by the employer, and/or in cutting out the garments or lay-ups of garments by electric, hand or bandknife, or by shears, who has had not less than five years’ experience in the case of a male;

„qualified female employee” means a female employee other than a cleaner, tea girl, folder, loose-collar-ironer, marker, sorter, stamper, clerical employee or cutter who has had not less than three years’ experience;

„qualified male employee” means a male employee, other than a clerical employee, a cutter, a machine serviceman, a labourer or tea boy, who has had not less than five years’ experience;

„sorter” in the shirt section means a female employee employed in sorting out shirts, collars, pyjamas and other nightwear, for various operations;

„stamper” means a female employee engaged in stamping the sizes or identity work-numbers on garments or parts of garments;

„tea-girl” or „tea-boy” means an employee engaged wholly or mainly on making tea or similar beverages;

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

4. WAGES AND COST OF LIVING ALLOWANCES.

(1) No employer shall pay and no employee shall accept remuneration at rates per week less than the following totals of basic wages and cost of living allowances:—

Werknemers.	MAGISTRAATSDISTRIKTE PORT ELIZABETH EN OOS-LONDEN.			MAGISTRAATSDISTRIK KING WILLIAM’S TOWN.		
	Basiese loon.	Lewens- kostetoelae.	Totale besoldiging per week.	Basiese loon.	Lewens- kostetoelae.	Totale besoldiging per week.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(a) Gekwalifiseerde snyers—						
Manlik.....	7 6 8	4 8 0	11 14 8	6 19 4	4 3 7	11 2 11
Vroulik.....	4 13 4	2 16 0	7 9 4	4 8 8	2 13 2	7 1 10
(b) Gekwalifiseerde manlike werknemers en masjien- bedieners.....	4 9 1	2 13 5	7 2 6	4 4 8	2 10 10	6 15 6
(c) Gekwalifiseerde vroulike werknemers.....	3 0 5	1 16 3	4 16 8	2 17 6	1 14 6	4 12 0
(d) Leerlinge volgens ervaring—						
Manlik—						
Eerste ses-en-twintig weke.....	1 6 8	0 16 0	2 2 8	1 5 3	0 15 2	2 0 5
Tweede ses-en-twintig weke.....	1 9 3	0 17 6	2 6 9	1 7 9	0 16 8	2 4 5
Derde ses-en-twintig weke.....	1 11 10	0 19 1	2 10 11	1 10 3	0 18 2	2 8 5
Vierde ses-en-twintig weke.....	1 18 2	1 2 11	3 1 1	1 16 4	1 1 9	2 18 1
Vyfde ses-en-twintig weke.....	2 4 6	1 6 8	3 11 2	2 2 4	1 5 5	3 7 9
Sesde ses-en-twintig weke.....	2 11 0	1 10 7	4 1 7	2 8 4	1 9 0	3 17 4
Sewende ses-en-twintig weke.....	2 17 4	1 14 5	4 11 9	2 15 2	1 13 1	4 8 3
Agste ses-en-twintig weke.....	3 3 8	1 18 2	5 1 10	3 0 5	1 16 3	4 16 8
Negende ses-en-twintig weke.....	3 9 11	2 1 11	5 11 10	3 6 8	2 0 0	5 6 8
Tiende ses-en-twintig weke.....	3 16 4	2 5 10	6 2 2	3 12 6	2 3 6	5 16 0
Vroulik—						
Eerste ses-en-twintig weke.....	1 6 8	0 16 0	2 2 8	1 5 3	0 15 2	2 0 5
Tweede ses-en-twintig weke.....	1 9 3	0 17 6	2 6 9	1 7 9	0 16 8	2 4 5
Derde ses-en-twintig weke.....	1 11 10	0 19 1	2 10 11	1 10 3	0 18 2	2 8 5
Vierde ses-en-twintig weke.....	1 18 2	1 2 11	3 1 1	1 16 4	1 1 9	2 18 1
Vyfde ses-en-twintig weke.....	2 4 6	1 6 8	3 11 2	2 2 4	1 5 5	3 7 9
Sesde ses-en-twintig weke.....	2 11 0	1 10 7	4 1 7	2 8 4	1 9 0	3 17 4
(e) Skoonmakers, opvouers, sjabloneerders, merkers, losboordjiesstrykers en sorteerders—						
Eerste ses-en-twintig weke.....	1 6 8	0 16 0	2 2 8	1 5 3	0 15 2	2 0 5
Tweede ses-en-twintig weke.....	1 9 3	0 17 6	2 6 9	1 7 9	0 16 8	2 4 5
Derde ses-en-twintig weke.....	1 11 10	0 19 1	2 10 11	1 10 3	0 18 2	2 8 5
Vierde ses-en-twintig weke.....	1 18 2	1 2 11	3 1 1	1 16 4	1 1 9	2 18 1
Daarna.....	2 5 10	1 7 6	3 13 4	2 3 7	1 6 2	3 9 9
(f) Arbeiders.....	1 15 3	1 1 2	2 16 5	1 13 7	1 0 2	2 13 9
(g) Klerklike werknemers volgens ervaring—						
Manlik—						
Eerste jaar.....	1 10 8	0 18 5	2 9 1	1 9 2	0 17 6	2 6 8
Tweede jaar.....	2 2 3	1 5 4	3 7 7	2 0 2	1 4 1	3 4 3
Derde jaar.....	3 0 10	1 16 6	4 17 4	2 17 8	1 14 7	4 12 3
Vierde jaar.....	3 17 6	2 6 6	6 4 0	3 13 8	2 4 2	5 17 10
Vyfde jaar.....	4 15 6	2 17 3	7 12 9	4 10 8	2 14 5	7 5 1
Daarna.....	5 7 0	3 4 2	8 11 2	5 1 8	3 1 0	8 2 8
Vroulik—						
Eerste jaar.....	1 10 8	0 18 5	2 9 1	1 9 2	0 17 6	2 6 8
Tweede jaar.....	1 16 6	1 1 1	2 18 5	1 14 7	1 0 9	2 15 4
Derde jaar.....	2 2 3	1 5 4	3 7 7	2 0 2	1 4 1	3 4 3
Vierde jaar.....	2 8 0	1 8 9	3 16 9	2 5 7	1 7 4	3 12 11
Daarna.....	3 0 10	1 16 6	4 17 4	2 17 8	1 14 7	4 12 3
(h) Teebediendes, manlik en vroulik.....	1 10 10	0 18 6	2 9 4	1 9 4	0 17 7	2 6 11

Employees.	MAGISTERIAL DISTRICTS OF PORT ELIZABETH AND EAST LONDON.			MAGISTERIAL DISTRICT OF KING WILLIAM'S TOWN.		
	Basic Wage.	Cost of Living Allowance.	Total Remunera- tion per Week.	Basic Wage.	Cost of Living Allowance.	Total Remunera- tion per Week.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(a) Qualified cutters—						
Males.....	7 6 8	4 8 0	11 14 8	6 19 4	4 3 7	11 2 11
Females.....	4 13 4	2 16 0	7 9 4	4 8 8	2 13 2	7 1 10
(b) Qualified male employees and machine servicemen..	4 9 1	2 13 5	7 2 6	4 4 8	2 10 10	6 15 6
(c) Qualified female employees.....	3 0 5	1 16 3	4 16 8	2 17 6	1 14 6	4 12 0
(d) Learners according to experience—						
Males—						
First twenty-six weeks.....	1 6 8	0 16 0	2 2 8	1 5 3	0 15 2	2 0 5
Second twenty-six weeks.....	1 9 3	0 17 6	2 6 9	1 7 9	0 16 8	2 4 5
Third twenty-six weeks.....	1 11 10	0 19 1	2 10 11	1 10 3	0 18 2	2 8 5
Fourth twenty-six weeks.....	1 18 2	1 2 11	3 1 1	1 16 4	1 1 9	2 18 1
Fifth twenty-six weeks.....	2 4 6	1 6 8	3 11 2	2 2 4	1 5 5	3 7 9
Sixth twenty-six weeks.....	2 11 0	1 10 7	4 1 7	2 8 4	1 9 0	3 17 4
Seventh twenty-six weeks.....	2 17 4	1 14 5	4 11 9	2 15 2	1 13 1	4 8 3
Eighth twenty-six weeks.....	3 3 8	1 18 2	5 1 10	3 0 5	1 16 3	4 16 8
Ninth twenty-six weeks.....	3 9 11	2 1 11	5 11 10	3 6 8	2 0 0	5 6 8
Tenth twenty-six weeks.....	3 16 4	2 5 10	6 2 2	3 12 6	2 3 6	5 16 0
Females—						
First twenty-six weeks.....	1 6 8	0 16 0	2 2 8	1 5 3	0 15 2	2 0 5
Second twenty-six weeks.....	1 9 3	0 17 6	2 6 9	1 7 9	0 16 8	2 4 5
Third twenty-six weeks.....	1 11 10	0 19 1	2 10 11	1 10 3	0 18 2	2 8 5
Fourth twenty-six weeks.....	1 18 2	1 2 11	3 1 1	1 16 4	1 1 9	2 18 1
Fifth twenty-six weeks.....	2 4 6	1 6 8	3 11 2	2 2 4	1 5 5	3 7 9
Sixth twenty-six weeks.....	2 11 0	1 10 7	4 1 7	2 8 4	1 9 0	3 17 4
(e) Cleaners, folders, stampers, markers, loose-collar-ironers, sorters—						
First twenty-six weeks.....	1 6 8	0 16 0	2 2 8	1 5 3	0 15 2	2 0 5
Second twenty-six weeks.....	1 9 3	0 17 6	2 6 9	1 7 9	0 16 8	2 4 5
Third twenty-six weeks.....	1 11 10	0 19 1	2 10 11	1 10 3	0 18 2	2 8 5
Fourth twenty-six weeks.....	1 18 2	1 2 11	3 1 1	1 16 4	1 1 9	2 18 1
Thereafter.....	2 5 10	1 7 6	3 13 4	2 3 7	1 6 2	3 9 9
(f) Labourers.....	1 15 3	1 1 2	2 16 5	1 13 7	1 0 2	2 13 9
(g) Clerical employees according to experience—						
Males—						
First year.....	1 10 8	0 18 5	2 9 1	1 9 2	0 17 6	2 6 8
Second year.....	2 2 3	1 5 4	3 7 7	2 0 2	1 4 1	3 4 3
Third year.....	3 0 10	1 16 6	4 17 4	2 17 8	1 14 7	4 12 3
Fourth year.....	3 17 6	2 6 6	6 4 0	3 13 8	2 4 2	5 17 10
Fifth year.....	4 15 6	2 17 3	7 12 9	4 10 8	2 14 5	7 5 1
Thereafter.....	5 7 0	3 4 2	8 11 2	5 1 8	3 1 0	8 2 8
Females—						
First year.....	1 10 8	0 18 5	2 9 1	1 9 2	0 17 6	2 6 8
Second year.....	1 16 6	1 1 1	2 18 5	1 14 7	1 0 9	2 15 4
Third year.....	2 2 3	1 5 4	3 7 7	2 0 2	1 4 1	3 4 3
Fourth year.....	2 8 0	1 8 9	3 16 9	2 5 7	1 7 4	3 12 11
Thereafter.....	3 0 10	1 16 6	4 17 4	2 17 8	1 14 7	4 12 3
(h) Tea-girls and tea-boys.....	1 10 10	0 18 6	2 9 4	1 9 4	0 17 7	2 6 11

(2) Enige werknemer wat op die datum van hierdie Ooreenkoms 'n totale besoldiging ontvang wat hoër is as dié wat vir hom in hierdie Ooreenkoms voorgeskryf word, moet 'n verhoging gegee word wat gelyk is aan die verskil tussen die totale besoldiging voorgeskryf in hierdie Ooreenkoms en dié wat vir hom voorgeskryf is in die Ooreenkoms wat by Goewermentskennisgewing No. 785 van 6 April 1950 bekendgemaak is.

(3) Die lewenskostoelae betaalbaar ingevolge hierdie artikel moet 60 persent wees van die voorgeskrewe basiese loon en moet die toelae insluit wat betaalbaar is ooreenkomstig Oorlogsmaat-reël No. 43 van 1942, soos gewysig, met dien verstande dat as die toelae wat hierin voorgeskryf word, minder is as die toelae kragtens genoemde Oorlogsmaat-reël, laasgenoemde toelae betaalbaar is.

(4) Niks in hierdie Ooreenkoms kan die loon verminder wat aan 'n werknemer betaal is te eniger tyd voor of op die datum van die inwerkingtreding van hierdie Ooreenkoms nie.

(5) Ondanks die feit dat die gewone werkure in enige inrigting minder as 42 is, moet die volle minimum weekloon behalwe vir enige korting wat ingevolge subklousule (1) van artikel 6 en subklousule (3) van klousule 7 van hierdie Ooreenkoms toegelaat is, aan elke werknemer betaal word.

(6) Alle werknemers wat verplig is om hul gewone skof tussen 10 nm. en 6 vm. op enige dag te werk, moet beskou word as werknemers op nagwerk, en moet elke week, benewens hul gewone besoldiging, 'n bedrag betaal word van minstens 10 persent van die totale besoldiging voorgeskryf in klousules (i) (i) en (ii) van hierdie klousule.

5. STUKWERK EN/OF VERVOERBAND.

(1) Behoudens die bepaling van klousules 6 (1) en 7 (3), moet werknemers werksaam by stukwerk of by 'n vervoerband minstens 'n ekstra 10 persent op die basiese loon voorgeskryf ingevolge klousule 4 (1) (d) betaal word, plus 'n lewenskostoelae van 60 persent wat bereken moet word en betaalbaar is op die totaal van die basiese loon wat voorgeskryf word plus die stukwerkloonskaal van minstens 10 persent.

(2) Any employee who at the date of this Agreement is receiving a total remuneration exceeding that prescribed for him in this Agreement shall be given an increase equal to the difference between the total remuneration prescribed for him in this Agreement and that which was prescribed in the Agreement published under Government Notice No. 3140, dated 15th December, 1950.

(3) The cost of living allowance payable in terms of this clause shall be 60 per cent of the prescribed basic wage and shall include the allowance payable in terms of War Measure No. 43 of 1942 as amended provided that if at any time the allowance prescribed herein is less than the allowance under the said War Measure, the latter allowance shall be payable.

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

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

(6) All employees who are required to work their normal shift between the hours of 10 p.m. and 6 a.m. on any day shall be deemed to be on night work, and shall be paid each week in addition to their normal remuneration, an amount of not less than 100 per cent of the total remuneration prescribed in sub-clause (i) (i) and (ii) of this clause.

5. PIECE-WORK AND/OR CONVEYOR BELT.

(1) Subject to the provisions of sub-clauses 6 (1) and 7 (3) employees engaged on piece-work or on a conveyor belt shall be paid not less than an additional 10 per cent on the basic wage prescribed in terms of sub-clause 4 (1) (d), plus a cost of living allowance of 60 per cent which shall be calculated and payable upon the total of the basic wage prescribed plus the piece-work rate of not less than 10 per cent.

(2) In enige inrigting waar werknemers in diens is op stukwerk, moet die werkgewer op 'n opvallende plek, maklik toeganklik vir sy werknemers, 'n staat vertoon en vertoon hou wat die stukwerkklone van tyd tot tyd van krag, uiteensit. Sodanige staat moet *in situ* deur die agent van die Raad onderteken word en die lone wat daarop bepaal is, mag nie sonder toestemming van die Raad verminder word nie.

(3) As 'n werknemer op 'n stukwerkbasis besoldig word, moet sy gewone loonskaal vir die toepassing van klousules 10 en 13 bereken word asof hy per uur betaal word en word op enige datum vasgestel deur sy totale verdienste met uitsondering van lewenskostoelae gedurende die drie maande onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens as stukwerker by die betrokke werkgewer, na gelang van watter die kortste is, te deel deur die getal ure gewerk gedurende die tydperk ten opsigte waarvan sodanige verdienste betaal is.

6. KORTTYD.

(1) As korttyd in enige inrigting ingevoer word of ingevoer is, is 'n werknemer wat op enige dag in die inrigting aanwesig is, tensy hom voor dié datum kennis gegee is dat sy diens nie op sodanige dag vereis sal word nie, in diens vir minstens 'n halwe dag of moet hom in plaas daarvan 'n halwe dag se besoldiging betaal word. Vir die toepassing van hierdie subklousule beteken 'n „dag se besoldiging” die besoldiging wat gewoonlik betaal word vir die ure wat 'n volle dag se werk uitmaak (nl. dié behalwe die gewone kortdag in die inrigting).

(2) Waar korttyd in 'n inrigting gewerk word, moet die werk gelykop/verdeel word onder die werknemers in elk van die betrokke afdelings, of departemente.

7. BETALING VAN LONE EN OORTYD.

(1) Lone en alle ander bedrae verskuldig aan 'n werknemer moet weekliks in kontant op Vrydae betaal word: Met dien verstande dat waar 'n werknemer se diens nie eindig op die gewone betaalag van die betrokke inrigting nie, alle bedrae aan hom verskuldig onmiddellik by beëindiging betaal moet word.

(2) Lone en alle ander bedrae verskuldig moet bevat wees in 'n geslote koevert waarop aan die buitekant die naam, of nommer, van die werknemer, die datum van betaling, totale kortings afgetrek en die netto bedrag van verdienste wat daarin bevat is, met inktpotlood of inkskryf is.

(3) Geen korting hoegenaamd mag van bedrae wat aan 'n werknemer verskuldig is, gemaak word nie; met dien verstande dat—

- (a) as 'n werknemer van sy werk afwesig is, 'n *pro rata* bedrag vir die tyd werklik verloor, afgetrek mag word;
- (b) as die werkgewer aan die werknemers tee verskaf, hy die koste van die tee van die lone van sy werknemers mag aftrek;
- (c) met skriftelike toestemming van die werknemer kortings deur 'n werkgewer gemaak kan word vir assuransië of pensioenfondse, of vir bydraes tot die fonds van die vakverenigings;
- (d) bydraes tot die Raadsfonds afgetrek mag word ingevolge artikel 20 van hierdie Ooreenkoms;
- (e) bydraes tot die Siektebystandfonds en Tuberkulosefonds afgetrek mag word ingevolge klousules 21 en 22 van hierdie Ooreenkoms;
- (f) die koste van skêre wat aan werknemers verskaf word afgetrek mag word ooreenkomstig klousule 16 (2) van hierdie Ooreenkoms;
- (g) as geen werk vir 'n werknemer beskikbaar is nie weens die stilstand van masjinerie, 'n *pro rata* korting deur die werkgewer van die loon van die werknemer afgetrek mag word slegs vir verlore tyd van langer as twee uur;
- (h) enige bedrag deur 'n werkgewer kragtens enige Wet, Ordonnansië, of regsgeeding namens 'n werknemer betaal, afgetrek mag word.

(4) Waar werk in 'n inrigting verrig word deur werknemers wat in ploë of spanne georganiseer is, moet elke werknemer se verdienste aan hom betaal word deur die werkgewer in wie se inrigting die werk verrig word of deur sy verteenwoordiger.

8. GETALLEVERHOUDING VAN WERKNEMERS.

(1) Een manlike gekwalifiseerde werknemer moet by 'n werkgewer in diens wees voordat hy 'n manlike leerling in diens kan neem en die getal manlike leerlinge deur hom in diens geneem, mag nie meer wees as dubbel die getal manlike gekwalifiseerde werknemers deur hom in diens geneem nie.

Vir die toepassing van hierdie subklousule mag 'n manlike leerling wat minstens die besoldiging van 'n vroulike gekwalifiseerde werknemer ontvang, as 'n manlike gekwalifiseerde werknemer beskou word.

(2) Een vroulike gekwalifiseerde werknemer moet by 'n werkgewer in diens wees voordat hy 'n vroulike leerling in diens kan neem en die getal vroulike leerlinge deur hom in diens geneem mag nie meer as driemaal die getal vroulike gekwalifiseerde werknemers by hom in diens wees nie.

Vir die toepassing van hierdie subklousule mag 'n vroulike leerling wat minstens die besoldiging van 'n vroulike gekwalifiseerde werknemer ontvang, as 'n vroulike gekwalifiseerde werknemer beskou word.

(2) In any establishment in which employees are engaged on piece-work the employer shall post up and keep posted up in a conspicuous place readily accessible to his employees, a statement setting out the piece-work rates in operation from time to time. Such statement shall be signed *in situ* by the agent for the Council and the rates specified therein shall not be reduced without the consent of the Council.

(3) When an employee is remunerated on a piece-work basis his ordinary rate of remuneration shall for the purpose of clauses 10 and 13 be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total earnings excluding cost of living allowance during the three months immediately preceding that date or during the total period of his employment as a piece-worker by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such earnings were paid.

6. SHORT-TIME.

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

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

7. PAYMENT OF WAGES AND OVERTIME RATES.

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

(2) Wages and all other amounts due shall be placed in a sealed envelope on the outside of which the name or number of the employee, the date of payment, total deductions made and the net amount of earnings contained shall be written in indelible pencil or ink.

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

- (a) where an employee is absent from work, a *pro rata* amount for the actual time lost may be deducted;
- (b) where the employer supplies the employees with tea, he may deduct from the wages of his employees the cost of such tea;
- (c) with the written consent of the employee, deductions may be made by an employer for insurance or pension funds or for contributions to the funds of the trade unions;
- (d) contributions to Council funds shall be deducted in terms of clause 20 of this Agreement;
- (e) contributions for the Sick Benefit and Tuberculosis Fund shall be deducted in terms of clauses 21 and 22 of this Agreement;
- (f) the cost of scissors supplied to employees may be deducted in terms of clause 16 (2) of this Agreement;
- (g) if, owing to the stoppage of machinery, no work is available for an employee a *pro rata* deduction may be made by the employer from the remuneration of such employee only for the time lost which is in excess of two hours;
- (h) any amount paid by an employer, compelled by any law, ordinance, or legal process to make payment on behalf of an employee, may be deducted.

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

8. PROPORTION OR RATIO OF EMPLOYEES.

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

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

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

For the purposes of this sub-clause a female learner receiving not less than the remuneration of a female qualified employee may be deemed to be a female qualified employee.

9. WERKURE.

(1) Geen werkgewer kan van 'n werknemer vereis, of hom toelaat, om—

- (a) meer as twee-en-veertig uur, met uitsondering van etensure, in enige week te werk nie, wat ewenwel oor 'n vyfdaagse, of 'n sesdaagse, werkweek verdeel mag wees; of
- (b) op 'n Saterdag te werk nie, tensy die inrigting 'n sesdaagse week werk; of
- (c) inrigtings wat 'n sesdaagse week werk later as 12.30 namiddag op Saterdag te werk nie; met dien verstande dat die ure wat van Maandag tot en met 12.30 nm. op Saterdag gewerk word, nie meer as altesaam 42 is nie; of
- (d) om sonder toestemming van die Raad op Sondag te werk nie; of
- (e) om in 'n vyfdaagse week meer as 8½ uur op 'n dag te werk nie; met dien verstande dat die tyd wat van Maandag tot en met Vrydag gewerk word nie meer as altesaam 42 uur mag wees nie; of
- (f) in 'n sesdaagse week meer as—
 - (i) 8 uur op enige dag van Maandag tot en met Vrydag te werk nie; of
 - (ii) 2½ uur of na die uur van 12.30 nm. op Saterdag te werk nie; of
- (g) gedurende die tydperk Maandag tot en met Vrydag voor 7.45 vm. of na 6 nm. of voor 7.45 vm. op Saterdag te laat werk nie; of
- (h) vir 'n aaneenlopende tydperk van meer as vyf uur te werk nie sonder 'n onderbroke ruspouse van—
 - (i) in die magistraatsdistrik Port Elizabeth, 45 minute;
 - (ii) in die magistraatsdistrikte King William's Town en Oos-Londen, een uur;
 vir die toepassing van hierdie paragraaf word werktydperke onderbreek deur korter ruspouses as dié soos in subparagrafe (i) en (ii) voorgeskryf, gereken aaneenlopend te wees.

(2) 'n Ruspouse van minstens vyftien minute waarin geen werk gedoen mag word nie, moet so na aan die middel van elke oggendwerktyd as wat prakties doenlik is, aan elke werknemer toegestaan word, en 'n ruspouse van tien minute moet so na aan die middel van elke middagwerktyd as wat prakties moontlik is, aan elke werknemer toegestaan word. Dié pouses moet beskou word as tyd gewerk. Gerei en kookwater om tee te maak moet deur die werkgewer verskaf word en dit moet vir die werknemers by die begin van elke rus- en middagteppouse beskikbaar wees.

(3) Vir die toepassing van paragraaf (a) van subklousule (1) word dit beskou dat 'n werknemer wat nie op enige vakansiedag genoem in subklousule (7) van klousule 13 werk nie, of op sodanige vakansiedag minder werk as sy gemiddelde gewone werkure vir daardie dag van die week waarin sodanige vakansiedag val, sy gemiddelde gewone werkure op daardie dag gewerk het.

10. OORTYD.

(1) Ondanks die.bepalings van paragrafe (a), (b) en (c) van subklousule (1) van klousule 9 van hierdie Ooreenkoms, kan 'n werkgewer vereis, of toelaat, dat 'n werknemer oortyd werk vir hoogstens—

- (a) twee uur op enige dag van Maandag tot en met Vrydag;
 - (b) vier uur op Saterdag;
 - (c) ses uur in 'n week;
- met dien verstande dat geen werkgewer mag vereis of toelaat dat 'n vroulike werknemer oortyd werk—
- (a) vir meer as twee uur op enige dag nie;
 - (b) op meer as drie opeenvolgende dae nie;
 - (c) op meer as sestig dae in enige jaar nie;
 - (d) na voltooiing van haar gewone werkure vir meer as een uur op enige dag nie tensy hy—
 - (i) voor 12-uur middag haar daarvan kennis gestel het; of
 - (ii) haar van 'n toereikende ete voorsien het voor sy met oortyd moet begin; of
 - (iii) haar betyds 'n toelae betaal het van 1s. 6d. om haar in staat te stel om 'n ete te verkry voor die oortyd moet begin;
- en voorts met dien verstande dat 'n werknemer nie verplig kan word om sonder sy toestemming oortyd te werk nie; ook mag hy nie ontslaan of in sy diens benadeel word weens sy weiering om oortyd te werk nie.

(2) Betaling vir oortyd moet teen onderstaande minimum skale gedoen word:—

- (a) Teen een en 'n derdemaal die uurloon vir elke uur, of gedeelte van 'n uur, aldus gewerk op weekdae of in die geval van stukwerk minstens een en 'n derdemaal die gewone loon vir alle werk gedurende elke uur verrig;
- (b) teen anderhalfmaal die uurloon vir elke uur, of gedeelte van 'n uur, op Saterdae gewerk na die gewone sluitingstyd of in die geval van stukwerk minstens anderhalfmaal die gewone uurloon.

9. HOURS OF WORK.

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

- (a) to work for more than 42 hours, excluding meal times, in any one week, which may, however, be comprised of either a five- or six-day working week; or
- (b) to work upon a Saturday, unless his establishment is working a six-day week;
- (c) in establishments working a six-day week, to work later than 12.30 p.m. on Saturday, provided that the working hours performed from Monday to 12.30 p.m. Saturday (inclusive) do not exceed 42 in all; or
- (d) to work upon a Sunday without permission of the Council;
- (e) to work in a five-day week for more than 8½ hours on any one day, provided that the working hours performed from Monday to Friday inclusive do not exceed 42 in all; or
- (f) to work in a six-day week for more than—
 - (i) 8 hours on any one day during the period Monday to Friday, inclusive;
 - (ii) 2½ hours or beyond the hour of 12.30 p.m. on a Saturday; or
- (g) to work before 7.45 a.m. or after 6 p.m. during the period Monday to Friday, inclusive, or before 7.45 a.m. on Saturdays; or
- (h) to work for a continuous period of more than five hours without an uninterrupted interval of—
 - (i) in the Magisterial District of Port Elizabeth, 45 minutes;
 - (ii) in the Magisterial Districts of King William's Town and East London, one hour;
 for the purpose of this paragraph periods of work interrupted by shorter intervals than those prescribed in sub-paragraphs (i) and (ii) shall be deemed to be continuous.

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

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

10. OVERTIME.

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

- (a) two hours on any one day from Monday to Friday, inclusive;
- (b) four hours on a Saturday;
- (c) six hours in any one week;

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

- (a) for more than two hours on any day;
- (b) for more than three consecutive days;
- (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 the overtime is due to commence; and provided further that an employee shall not be required to work overtime without his consent nor shall he be dismissed or adversely affected in his employment by reason of his refusal to work overtime.

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

- (a) at the rate of one and one-third times the hourly wage; for each hour or part of an hour so worked on weekdays, or in the case of piece-work not less than one and one-third times the ordinary rate of remuneration for all work done during each hour;
- (b) at one and one-half times the hourly wage for each hour or part of an hour worked on Saturdays after the usual closing time, or in the case of piece-work not less than one and one-half times the ordinary rate of remuneration.

- (3) As 'n werknemer op 'n Sondag werk, moet sy werkgever—
- die werknemer betaal teen minstens dubbel die besoldiging betaalbaar ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk; of
 - die werknemer ten opsigte van die totale tydperk gewerk op sodanige Sondag betaal teen minstens een en 'n derde-maal sy gewone besoldiging en die werkgever moet die werknemer buitendien binne sewe dae na sodanige Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldiging betaal teen minstens sy gewone besoldiging asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.
- (4) As oortyd bereken op 'n daaglikse basis verskil van dié wat op 'n weeklikse basis bereken is, moet die gunstigste basis vir die werknemer aangeneem word.

11. BUITEWERK.

Geen werkgever mag werk uitgee om gedoen te word nie, behalwe in 'n fabriek soos bepaal in artikel drie van Hoofstuk I van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of in 'n werkwinkel geregistreer ingevolge artikel 12 van hierdie Ooreenkoms; ook mag hy nie vereis of toelaat dat enige werknemer werk verrig in die nywerheid elders as in 'n inrigting wat verskaf, toegerus, in stand gehou en beheer word deur die werkgever nie.

12. REGISTRASIE VAN WERKPLEKKE.

Elke okkupeerder van 'n werkplek wat nie ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is nie moet binne een maand vanaf die datum waarop hierdie Ooreenkoms van krag word, en elke persoon wat 'n werkgever word na daardie datum moet binne een maand na die datum waarop hy werksaamhede begin, die sekretaris van die Raad skriftelik in kennis stel van die adres van die perseel waarin sodanige werkplek geleë is, die name van die venote van die besigheid, of indien 'n maatskappy met beperkte aanspreeklikheid, die name van die sekretaris en direkteure. Die sekretaris van die Raad moet daarna aan die okkupeerder van die werkwinkel 'n registrasiesertifikaat uitreik wat deur hom onderteken is. Geen vervaar-diging van klerasie mag elders verrig word as in 'n werkwinkel geregistreer ingevolge hierdie artikel of ooreenkomstig die Wet op Fabriek, Masjinerie en Bouwerk, 1941, nie.

13. JAARLIKSE VERLOF MET BETALING EN VAKANSIEDAE MET BETALING.

(1) Elke werkgever moet aan sy werknemers minstens twee agtereenvolgende weke verlof toestaan wat gedurende Desember in elke jaar 'n aanvang moet neem. Nie later as die laaste werkdag voor die aanvang van die verlof nie, moet aan elke werknemer as 'n verloftoelae 'n bedrag gelyk aan eensdesde van een normale week se besoldiging vir elke volle maand diens by die werkgever betaal word; met dien verstande dat—

- die vakansietydperk nie mag saamval met 'n tydperk wat die werknemer onder kennis van diensbeëindiging is, of vredesopleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912 (Wet No. 13 van 1912), ondergaan nie; en
- as 'n publieke vakansiedag genoem in subklousule (7) van hierdie artikel binne die tydperk van die vakansie val, sodanige publieke vakansiedag aan genoemde tydperk toegevoeg moet word as 'n verdere tydperk van vakansie en aan die werknemer ten opsigte van so 'n publieke vakansiedag voor of op die eerste betaaldag wat volg op die hervatting van werk of, na gelang van die jongste datum, op die datum van diensbeëindiging, 'n bedrag betaal moet word gelyk aan die loon wat hy sou verdien het as hy op so 'n publieke vakansiedag sy daaglikse gewone gemiddelde werkure gewerk het.

(2) By diensbeëindiging moet die werkgever aan die werknemer die bedrag van die vakansietoelae verskuldig op die datum van sodanige diensbeëindiging en bereken soos bepaal in sub-artikel (1), betaal.

(3) Vir doeleindes van berekening van die vakansietoelae betaalbaar ingevolge subklousule (1) en (2), word diens van 'n halwe maand of meer, beskou as diens vir 'n volle maand. „'n Halwe maand” beteken enige tydperk van 15 agtereenvolgende kalenderdae (afgesien van werkdag).

(4) Die bedrag van die vakansietoelae betaalbaar ingevolge subklousule (1) en (2) moet bereken word teen die skaal van besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop sy verlof begin of, na gelang van die geval, die datum waarop sy diens beëindig is; en die bepaling van subklousule (3) van klousule 5 is *mutatis mutandis* van toepassing waar werk op 'n stukwerk-basis van besoldiging verrig word.

- Enige tydperk wat 'n werknemer—
- (a) met verlof is ingevolge subartikel (1); of
- (b) vredesopleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, ondergaan; of
- (c) van werk afwesig is op las, of op versoek, van die werkgever; of

(3) If an employee works on a Sunday his employer shall either—

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

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

11. OUTWORK.

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

12. REGISTRATION OF WORKSHOP.

Every occupier of a workshop which is not registered in terms of the Factories, Machinery and Building Work Act, 1941, shall within one month from the date on which this Agreement comes into operation and every person who becomes an employer after that date shall, within one month of the date of commencement of operations by him, notify in writing to the Secretary of the Council the address of the premises in which such workshop is located, the names of the partners of the concern, or if a limited liability company, the names of the secretary and directors. The Secretary of the Council shall thereupon issue to the occupier of the workshop a registration certificate signed by him. No manufacture of clothing shall be performed elsewhere than in a workshop registered in terms of this section or in accordance with the Factories, Machinery and Building Work Act, 1941.

13. ANNUAL PAID LEAVE AND PAID HOLIDAYS.

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

- the period of such holiday shall not be concurrent with any period during which the employee is under notice of termination of employment, or is undergoing peace training under the South Africa Defence Act, 1912 (Act No. 13 of 1912);
- if any public holiday referred to in sub-clause (7) of this clause falls within the period of such holiday, such public holiday shall be added to the said period as a further period of holiday and the employee shall be paid in respect of such public holiday not later than the first pay day following resumption of work or on the date of termination of services; whichever is the earlier, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

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

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

(4) The amount of the holiday allowance payable in terms of sub-clauses (1) and (2) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date from which his holiday is granted or on which his employment is terminated, as the case may be; and the provisions of sub-clause (3) of clause 5 shall *mutatis mutandis* apply where work is being done on a piecework basis of remuneration.

- Any period during which an employee—
- (a) is on leave in terms of sub-clause (1); or
- (b) undergoes peace training under the South Africa Defence Act, 1912; or
- (c) is absent from work on the instructions or at the request of the employer; or

(d) weens siekte, of bevalling, van werk afwesig is; word beskou as diens vir die toepassing van subklousule (1) en (2): Met dien verstande dat die bepalings van paragraaf (d) nie van toepassing is nie ten opsigte van enige tydperk van afwesigheid weens siekte van meer as drie agtereenvolgende dae as die werknemer in gebreke bly om, na die werkgewer om so 'n sertifikaat gevra het, 'n sertifikaat van 'n dokter dat hy weens siekte verhinder is om sy werk te doen aan die werkgewer voor te lê, of ten opsigte van dié gedeelte van enige totale tydperk van afwesigheid wat dertig dae oorskry gedurende enige twaalf maande diens.

(6) In hierdie klousule sluit die uitdrukking „werkgewer” in—

- (a) in die geval van die dood van 'n werkgewer, die eksekuteur van sy boedel, of sy erfgenaam, of legataris; en
- (b) in die geval van bankrotskap van 'n werkgewer of die likwidasië van sy boedel, of die oordrag, of verkoop van sy besigheid, die kurator, of likwideerder, of die nuwe eienaar van die besigheid;

as sodanige eksekuteur, erfgenaam, legaatris, kurator, likwideerder, of nuwe eienaar voortgaan om daardie werknemer in diens te hou.

(7) Goeie-Vrydag, Paasmaandag, Uniedag, Krugerdag, Gelofte-dag, Kersdag en Nuwejaarsdag is vakansiedae met volle betaling; met dien verstande dat wanneer ook al 'n werknemer op eenige van daardie dae werk, sy werkgewer hom ten opsigte van die hele tydperk wat op so 'n dag gewerk is, besoldiging moet betaal teen 'n skaal wat nie minder mag wees as sy gewone skaal van besoldiging nie benewens die besoldiging waartoe hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(8) 'n Werkgewer wat van plan is om sy inrigting te sluit om enige ander rede as korttyd, moet minstens drie werkdade voor die datum van sodanige sluiting op 'n plek wat maklik toeganklik vir sy werknemers is, 'n kennisgewing vertoon waarin die tydperk wat werknemers nie hoef te werk nie, vermeld word.

(9) Vir die toepassing van hierdie artikel word dit beskou dat diens begin van—

- (a) die datum waarop die werknemer in die werkgewer se diens getree het; of
- (b) die datum waarop die werknemer laas tot jaarlikse verlof geregtig geword het;

watter ookal die jongste datum mag wees.

14. DIENSBEÏNDIGING.

(1) Onderworpe aan die bepalings van subartikel (1) (d) van hierdie artikel, word dit van elke werknemer vereis om een week skriftelik kennis te gee om sy diens te beëindig, en van elke werkgewer word dit vereis om kennis insgelyks te gee om die diens van 'n werknemer te beëindig; dié week kennisgewing word van krag van die eerste dag van die gewone werkweek van die werknemer af. 'n Week kennisgewing beteken 'n volle week se werk of 'n volle week se betaling in plaas van kennisgewing. Met dien verstande dat dit nie die onderstaande raak nie:—

- (a) Die reg van 'n werkgewer, of werknemer, om die dienskontrak te beëindig sonder diensopsegging om enige goeie rede wat by wet as voldoende erken word;
- (b) enige ooreenkoms tussen die werkgewer en werknemer wat 'n langer tydperk van diensopsegging as een week bepaal; en voorts met dien verstande dat—
- (c) 'n werkgewer 'n werknemer besoldiging mag betaal vir en in plaas van die tydperk van diensopsegging voorgeskryf, of waartoe ooreengekom is ingevolge subklousule (1) (b);
- (d) 'n werknemer wat korttyd werk sy diens mag beëindig sonder diensopsegging.

(2) 'n Werknemer wat afgedank is gedurende die loop van enige tydperk van diensopsegging gegee ingevolge subklousule (1) van hierdie artikel, moet volle betaling vir sodanige week ontvang.

(3) Geen werkgewer mag enige werknemer ontslaan weens sodanige werknemer se afwesigheid van werk nie—

- (a) weens siekte, wanneer die werknemer binne ses agtereenvolgende werkdade na hy van sy werk afwesig gebly het aan die werkgewer 'n mediese sertifikaat voorlê, of laat voorlê, dat sodanige werknemer weens siekte nie kan werk nie; met dien verstande dat as 'n werknemer nie in staat was om binne die voornoemde tydperk van ses dae 'n mediese sertifikaat aan sy werkgewer voor te lê nie, omdat hy weens siekte totaal onbekwaam was en 'n mediese sertifikaat te dien effekte voorlê binne 20 dae na hy van sy werk afwesig gebly het, die werknemer, indien hy ontslaan word, geregtig sal wees om weer aangestel te word, of, as hy nie ontslaan is nie, nie weens afwesigheid van werk ontslaan kan word nie;
- (b) met verlof, nadat die skriftelike toestemming van die werkgewer verkry is.

(4) 'n Werkgewer wat minder as 50 werknemers in sy diens het, kan, na 'n tydperk van vier weke, die diens van 'n werknemer wat kragtens subklousule (3) (a) of (b) van hierdie klousule afwesig is, tydelik vervang. Met dien verstande dat die werknemer weer in diens geneem word na 'n maksimum tydperk van een week nadat hy sy werkgewer kennis gegee het van sy voorneme om sy diens te hervat.

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

(6) In this clause the expression “employer” includes—

- (a) in the case of the death of an employer, the executor of his estate or his heir or legatee; and
- (b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

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

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

(8) An employer who proposes to close his establishment for any reason other than short time shall, at least three working days prior to the date of such closing, post in a place readily accessible to his employees a notice stating the period during which employees will not be required to work.

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

- (a) the date on which the employee entered the employer's service; or
- (b) the date on which the employee last became entitled to annual leave of absence;

whichever may be the later.

14. TERMINATION OF EMPLOYMENT.

(1) Subject to the provisions of sub-clause (1) (d) of this clause, every employee shall be required to give one week's notice in writing to terminate his employment and every employer shall be required to give like notice to terminate the service of an employee; such week's notice shall take effect from the first day of the usual working week of the employee. A week's notice shall mean a full week's work or a full week's pay in lieu of notice. Provided that this shall not affect—

- (a) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- (b) any agreement between the employer and employee providing for a longer period of notice than one week; and provided further that—
- (c) an employer may pay an employee remuneration for and in lieu of the period of notice prescribed or agreed upon in terms of sub-clause (1) (b);
- (d) an employee who is working short time may terminate his employment without notice.

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

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

- (a) through illness, if the employee has furnished or caused to be furnished to the employer within six consecutive working days after absents himself from work a medical certificate certifying that such employee is unable to work due to illness; provided that if any employee has been unable to furnish his employer with a medical certificate within the period of six days aforesaid by reason of the fact that he has been totally incapacitated due to illness and furnishes a medical certificate to that effect within 20 days after absents himself from work, such employee shall, if he has been dismissed be entitled to reinstatement in his employment or, if he has not been dismissed shall not be liable to be dismissed by reason of such absence from work;
- (b) On leave, the permission of the employer having been obtained.

(4) An employer employing less than 50 employees may after a period of four weeks temporarily replace the services of an employee who is absent from work in terms of sub-clause (3) (a) or (b) of this section provided that the employee on notifying his employer of his intention to resume work is re-engaged after a maximum period of one week from the date of such notification.

(5) Behoudens soos bepaal in paragraaf (a) van subklousule (3) van hierdie artikel, kan die diens van 'n werknemer wat vir 'n tydperk van ses dae van sy werk afwesig bly sonder om aan sy werkgever skriftelik kennis te gee van die rede, deur die werkgever sonder opsegging soos vereis kragtens subartikel (1), beëindig word.

(6) Wanneer ook al 'n werkgever die diens van 'n werknemer ingevolge subklousule (4) beëindig, mag opsegging van diens geskied deur die sekretaris van die Raad skriftelik in kennis te stel. So 'n kennisgewing aan die Raad moet vergesel gaan van die dienssertifikaat wat die werkgever ingevolge artikel 18 aan die werknemer moet uitreik en van enige loon of ander bedrae wat by diensbeëindiging aan die werknemer verskuldig is, om op aansoek van die werknemer oorhandig te word. Die bepaling van hierdie subartikel is *mutatis mutandis* van toepassing op enige diensbeëindiging ingevolge subklousule (1) (a).

(7) 'n Werknemer wat sonder diensopsegging ingevolge subklousule (1) die diens van sy werkgever verlaat, verbeur enige loon wat verskuldig geword het, maar nog nie betaal is ten opsigte van die week waarin die werknemer aldus uit die diens van sy werkgever tree nie.

15. PREMIES.

'n Werkgever mag geen premie vir die opleiding van 'n werknemer vorder of aanneem nie.

16. GEREEDSKAP.

(1) 'n Werkgever kan skêre aan sy werknemers verskaf teen die prys wat hy daarvoor betaal het.

(2) Die werkgever kan die koste van skêre van die loon van 'n werknemer aan wie sodanige skêre verskaf is in weeklikse paalemente van hoogstens 1s. aftrek. Die skêre moet vir die werknemer kosteloos skerp en andersins in goeie orde deur die werkgever gehou word.

17. BESTAANDE KONTRAKTE.

Enige dienskontrak van krag op die datum van die aanvang van hierdie Ooreenkoms, of gesluit sedert sodanige datum, is onderworpe aan die bepalinge van hierdie Ooreenkoms.

18. DIENSSERTIFIKAAT.

(1) 'n Werkgever moet kosteloos aan elk van sy werknemers 'n dienssertifikaat uitreik wanneer hy by die werkgever uit diens tree. Op die sertifikaat moet die werknemer se volle naam, adres, ouderdom, bedryf, geslag, loon per week by indiensneming, loon per week by uitdienstreding, datum van indienstreding, datum van uitdienstreding, datum van jongste verhoging en nommer van die sertifikaat wat die werknemer getoon het ingevolge subklousule (3) van hierdie artikel toe hy by hom in diens getree het, aangegee word. Alle sertifikate uitgereik deur elke werkgever moet in volgorde genummer word, deur die werkgever of sy verteenwoordiger onderteken word, en 'n duplikaat van elke sertifikaat moet deur hom gehou word.

(2) 'n Duplikaat van elke sertifikaat uitgereik ingevolge hierdie artikel, moet aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, gestuur word.

(3) 'n Werkgever moet voordat hy enige applikant vir werk in diens neem, van die applikant vereis om 'n dienssertifikaat te toon uitgereik ooreenkomstig die bepalinge van subklousule (1) van hierdie artikel, of 'n sertifikaat uitgereik deur die Sekretaris van die Raad waarin die ervaring van die applikant aangegee word, en hierdie sertifikaat moet deur die sekretaris van die Raad op versoek uitgereik word, die werkgever moet sodanige sertifikaat aan die Sekretaris van die Raad stuur tesame met die voorgeskrewe indiensnemingsvorm waarin onderstaande besonderhede aangegee is, nie later as een week nadat die applikant begin werk het nie, op die indiensnemingsvorm moet die volle naam van die werknemer, naam van fabriek, adres van werknemer, beroep, ouderdom, geslag en loon per week aangegee word, en dit moet deur die werkgever onderteken word.

19. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen aan of ten opsigte van enige persoon om enige goeie of voldoende rede. Met dien verstande dat geen vrystelling van die bepalinge van klousule 9 of klousule 10 van die Ooreenkoms verleen mag word nie, waarvan die uitwerking sou wees om magtiging te verleen vir die in diens hou van 'n vrou of—

(a) tussen 6 vm. en 6 nm.; of
(b) na 1 nm. op meer as vyf dae in 'n week; behalwe vir die doel om werk te verrig—

(i) wat deur 'n noodgeval noodsaaklik gemaak word; of
(ii) wat nodig is om die verlies van grondstowwe te voorkom wat aan vinnige agteruitgang onderworpe is, terwyl hulle behandel word.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling verleen word ingevolge die bepalinge in subklousule (1) van hierdie artikel die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor sodanige vrystelling van krag is; met dien verstande dat die Raad enige vrystellingsertifikaat, na goeie dunks, kan intrek nadat een week skriftelik kennis gegee is aan die betrokke persoon, of die tydperk waarvoor vrystelling verleen is, verstryk net of nie.

(5) Subject to paragraph (a) of sub-clause (3) of this clause the employment of any employee who absents himself from work for a period of six consecutive working days without notifying his employer in writing of the reason may be terminated by the employer without notice as required in sub-clause (1).

(6) Whenever an employer terminates the services of an employee in terms of sub-clause (4), notice of such termination may be given by notifying the Secretary of the Council in writing. Any such notification to the Council shall be accompanied by the certificate of service which the employer is required to issue to the employee in terms of clause 18 and any wages or other amounts due to the employee on such termination, for transmission to the employee on application. The provisions of this sub-clause shall *mutatis mutandis*, apply to any termination of employment in terms of sub-clause (1) (a).

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

15. PREMIUMS.

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

16. TOOLS.

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

(2) The employer may deduct from the wages of an employee to whom scissors have been supplied, in weekly instalments of not more than 1s., the cost of such scissors. The scissors shall be kept sharpened and otherwise in good order by the employer without cost to the employee.

17. EXISTING CONTRACTS.

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

18. CERTIFICATE OF SERVICE.

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

(2) A duplicate copy of each certificate issued in terms of this section shall be forwarded to the Secretary of the Council, P.O. Box 3051, Port Elizabeth.

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

19. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason: Provided that no exemption from the provisions of clause 9 or clause 10 of the Agreement shall be granted, the effect of which would be to authorise the employment of any female either—

(a) between 6 o'clock p.m. and 6 o'clock a.m.; or
(b) after 1 o'clock p.m. on more than 5 days in any week; except for the purpose of performing work—

(i) which is necessitated by an emergency; or
(ii) which is necessary to prevent the loss of raw materials in the course of treatment which are subject to rapid deterioration.

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

(3) Die sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word ingevolge die bepalings van hierdie artikel, 'n sertifikaat uitreik deur hom onderteken, waarin uiteengesit word—

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

(4) Die sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word in volgorde nommer; en
- (b) 'n kopie hou van elke sertifikaat uitgereik; en
- (c) wanneer vrystelling aan 'n werknemer verleen word 'n kopie van die sertifikaat aan die betrokke werkgever stuur.

(5) Alle werkgevers en werknemers moet die bepalings van enige vrystellingsertifikaat, ingevolge hierdie artikel uitgereik, nakom.

20. RAADSFONDSE.

Die fondse van die Raad wat by die Raad berus en deur hom geadministreer word, word op onderstaande wyse verskaf:—

Twee pennies moet elke week deur elke werkgever van die loon van elk van sy werknemers afgetrek word vir wie 'n basiese loon van minstens £1 per week in hierdie Ooreenkoms voorgeskryf is. Die totale bedrag aldus afgetrek, tesame met 'n gelyke bedrag wat die werkgever moet bydra, moet deur laasgenoemde aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, gestuur word op of voor die sewende dag van die maand na dié een waarop dit betrekking het, tesame met 'n staat ooreenkomstig die aanhangsel hierby.

21. SIEKTEBYSTANDSFONDSE.

(1) Die werkgever moet 'n bedrag ooreenkomstig onderstaande tabel aftrek van elkeen van sy werknemers en daartoe dienoreenkomstig bydra:—

	<i>Werknemer se bydrae.</i>	<i>Werkgever se bydrae.</i>
(a) Arbeiders, teebediendes.....	4d.	5d.
(b) Alle ander werknemers.....	6d.	8d.

en die totale bedrag op of voor die sewende dag van die maand na dié een waarop dit betrekking het, aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, stuur, tesame met 'n staat ooreenkomstig die aanhangsel hierby.

(2) Die geld moet gestort word in 'n fonds tot hulp van werknemers deur middel van mediese bystand in geval van siekte, en moet geadministreer word deur 'n Beheer-komitee, wat bestaan uit drie verteenwoordigers aangestel deur die werkgeversorganisasie en drie deur die vakverenigings ooreenkomstig reëls wat te eniger tyd deur die Komitee opgestel of gewysig kan word. 'n Kopie van reëls en wysigings daarvan moet aan die Sekretaris van Arbeid, Pretoria, voorgelê word.

(3) Behoudens voormelde reëls is 'n werknemer wat vir minstens 13 weke voor sy siekte bydraes betaal het, geregtig tot—

- (a) alle mediese behandeling, behalwe bevallings, verdowningsmiddels, tandheelkundige, oog-, neus-, oor-, en ander operasies behalwe sodanige kleiner operasies as wat die geneesheer kan instem om te doen binne die bestek van die fonds;
- (b) verskaffing van medisyne, verdowningsmiddels, salwe, verbande en wasmiddels op magtiging van 'n voorskrif onderteken deur 'n mediese beampite;
- (c) bydrae tot die koste van brille na goeddunke van die Beheerkomitee;
- (d) siektebetaling teen onderstaande skale beginnende op die sewende dag tot en met 48 dae aaneenlopende afwesigheid:—

Arbeiders, teebediendes, manlik en vroulik: 2s. 6d. per dag.

Werknemer, behalwe arbeiders, met nie meer as twee jaar ervaring nie: 4s. 6d. per dag.

Werknemers, behalwe arbeiders, met minstens twee jaar ervaring: 6s. per dag.

Ingeval die volle tydperk van bystand kragtens hierdie subartikel deur 'n werknemer uitgeput word, moet 'n verdere bydrae-tydperk van 13 weke verloop voordat die werknemer tot verdere siektebystandsbetalings geregtig is. Vir onderbroke siektetydperke binne die maksimum bystand van agt-en-veertig dae, moet 'n tydperk van ses dae tussen die einde van een siektetydperk en die begin van die volgende siektetydperk verloop voordat siektebystand ten opsigte daarvoor betaal kan word.

Elke sertifikaat wat deur 'n geneesheer uitgereik word, is vir slegs vyf dae na die datum van uitreiking geldig; met dien verstande dat die Raad na goeddunke 'n geneesheer se sertifikaat vir 'n langer tydperk kan aanvaar.

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

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

(4) The Secretary of the Council shall—

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

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

20. COUNCIL FUNDS.

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

Twopence shall be deducted every week by each employer from the wages of each of his employees for whom basic wages of not less than £1 per week have been prescribed in this Agreement. The total amount so deducted, together with an equal amount which shall be contributed by the employer shall be forwarded by the latter to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, not later than the seventh day of the month following that to which it refers together with a statement in accordance with the annexure hereto.

21. SICK BENEFIT FUND.

(1) The employer shall deduct from the wages of each employee, and shall contribute in respect of each employee, an amount per week in accordance with the following table:—

	<i>Employee's Contribution.</i>	<i>Employer's Contribution.</i>
(a) Labourers, tea boys and tea girls	4d.	5d.
(b) All other employees.....	6d.	8d.

and shall forward the aggregate of the amount so calculated to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, not later than the seventh day of the month following that to which it refers, together with a statement in accordance with the annexure hereto.

(2) Such moneys shall be applied to a fund for the assistance of employees with medical benefits in the case of illness, and shall be administered by the management committee, consisting of three representatives appointed by the employer's organisation and three by the trade union in accordance with rules which may be prepared or amended at any time by the committee. A copy of the rules and any amendment thereof shall be lodged with the Secretary for Labour, Pretoria.

(3) An employee who has paid contributions for at least 13 weeks shall, subject to the aforementioned rules, be entitled to—

- (a) all medical attention except confinements, anaesthetics, dental, optical, nose, ear and throat and other operations, save such minor operations as the fund's medical officer may consent to perform within the scope of the fund;
- (b) supplies on the authority of a prescription signed by the fund's medical officer of medicines, drugs, ointments, bandages and lotions;
- (c) subsidy in the discretion of the management committee towards the cost of glasses;
- (d) sick pay at the following rates commencing on the fourth day of illness up to and including 48 days continuous absence:—

Labourers, tea-boys and tea-girls: 2s. 6d. per day.

Employees other than labourers, having not more than two years' experience: 4s. 6d. per day.

Employees other than labourers, having not less than two years' experience: 6s. per day.

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

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

Vir die toepassing van hierdie klousule beteken—

„siekte”, ’n ongesteldheid, kwaal, of siekte wat—

- (i) nie aan wangedrag of buitensporige gebruik van drank of bedwelkende middels te wyte is nie; en
- (ii) nie ’n ongeval, ongesteldheid of siekte is nie waarvoor kragtens die Ongevallewet, 1941, skadeloosstelling betaalbaar is, en ongesteldheid van vroue wat moet beval en wat nie vir ’n bevallingstoelae kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, in aanmerking kom nie;

„dag”, ook Saterdag, maar nie Sondag of ’n publieke vakansiedag in die geval van inrigtings wat ’n week van ses dae werk nie, en nie Saterdag, Sondag of ’n publieke vakansiedag in die geval van inrigtings wat ’n week van vyf dae werk nie.

(4) Voordat hy by die nywerheid in diens gaan, is elke werknemer verplig om doktersertifikate voor te lê wat getuig dat hy vry van tuberkulose is. Van elke werknemer in die nywerheid kan vereis word om eenkeer per jaar X-straalplate van hom of haar te laat neem by die miniatuur-X-straluitrusting aan die Noordeind-kliniek, Port Elizabeth. Die koste hieraan verbonde moet gelykop gedeel word deur die tuberkulosefonds en die siektebystandsfonds van die Raad.

(5) ’n Ouditeur of ouditeurs moet deur die Raad aangestel word om die rekenings van die fonds jaarliks te ouditeer en voor of op 31 Julie van elke jaar ’n staat op te stel wat onderstaande aantoon:—

(a) Alle gelde wat ontvang is—

- (i) ingevolge subklousule (1) hiervan;
- (ii) uit ander bronne; en

(b) alle uitgawes aangegaan onder alle hoofde gedurende die twaalf maande geëindig op die vorige 30ste Julie, tesaam met ’n staat van die bate en laste van die fonds.

Die geouditeerde state moet daarna ter insae lê op die kantoor van die Raad en afskrifte daarvan moet aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(6) Alle betalings wat ingevolge hierdie artikel betaalbaar of gemagtig is, moet gestaak word as die beskikbare gelde onder £200 val en kan nie hervat word voordat die beskikbare gelde weer bo £200 is nie.

(7) As daar te eniger tyd ’n geskil ontstaan betreffende die bepaling van die konstitusie of die administrasie van die fonds ten opsigte waarvan daar in die genoemde komitee staking van stemme bestaan, en geen ooreenstemming bereik kan word nie, dan moet die geskil verwys word na die Raad wat die saak ooreenkomstig sy konstitusie moet behandel.

(8) Ingeval hierdie Ooreenkoms verval deur verloop van tyd, of deur ander oorsaak, dan moet die Beheerkomitee voortgaan met die fonds te beheer totdat die fonds uitgeput is, of totdat die fonds oorgedra is aan ’n fonds wat behoorlik gekonstitueer is vir dieselfde doel waarvoor die oorspronklike fonds gestig was.

(9) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende ’n tydperk waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, moet die Beheerkomitee voortgaan met die fonds te beheer en die lede van die Komitee soos dit bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, moet beskou word lede daarvan te wees vir sodanige doeleindes; met dien verstande dat enige vakature wat op die Komitee ontstaan egter deur die Minister uit werkgewers of werknemers in die nywerheid, na die geval mag wees, gevul mag word, sodat gelyke verteenwoordiging van werkgewers en werknemers en van plaasvervangers in die lidmaatskap van die komitee verseker kan word. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom of ’n dooie punt daaruit ontstaan wat die beheer van die fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, mag hy ’n trustee of trustees aanstel wat al die magte van die komitee vir dié doel sal hê, om die pligte van die komitee uit te voer. By verstryking van hierdie Ooreenkoms moet die fonds op die wyse wat in subklousule (9) van hierdie artikel uiteengesit word, gelikwider word en indien die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwider en sy bates uitgedeel is, moet die res van die fonds uitgedeel word soos in artikel vier-en-dertig (4) van die Wet bepaal, eenvoudig asof dit deel uitgemaak het van die Raad se algemene fondse.

(10) Wanneer die fonds kragtens subartikel (7) van hierdie artikel gelikwider word, moet die gelde wat op krediet van die fonds oorbly nadat alle vorderings teen die fonds, met inbegrip van die beheer- en likwidasielaste, betaal is, in die Raad se fondse inbetaal word.

(11) Alle administrasie- en likwidasielaste van die fonds kom ten laste van die fonds.

22. TUBERKULOSEFONDS.

(1) Die werknemer moet 3d. elke week aftrek van die loon van elkeen van sy werknemers, en by die totale bedrag aldus ingevorder, moet hy ’n bedrag van 2d. per week ten opsigte van elke werknemer byvoeg, en die totale bedrag op of voor die sewende dag van elke maand na dié een waarop dit betrekking het, aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, stuur, tesame met ’n staat ooreenkomstig die aanhangsel hierby.

For the purpose of this clause—

“illness” means any illness, affliction or disease, which is—

- (i) not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs; and
- (ii) is not an accident, illness or disease in respect of which compensation is payable in terms of the Workmen’s Compensation Act, 1941, and indisposition of females who are to be confined and who are not eligible for a confinement grant under the Factories, Machinery and Building Work Act, 1941;

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

(4) Prior to being employed in the Industry, every employee shall be required to produce medical certificates certifying that they are free from Tuberculosis. Every employee employed in the Industry may at the discretion of the Council be required to be X-rayed at the miniature X-ray plant at the North End Clinic, Port Elizabeth, once annually; the cost of such examination to be borne in equal shares by the Tuberculosis Fund and the Sick Benefit Fund of the Council.

(5) An auditor or auditors shall be appointed by the Council to audit the accounts of the fund annually and not later than the 31st July in each year, prepare a statement showing—

(a) all moneys received—

- (i) in terms of sub-clause (1) hereof;
- (ii) from any other source; and

(b) expenditure incurred under all headings during the twelve months ended 30th June preceding, together with a statement showing the assets and liabilities of the fund.

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

(6) All payments payable or authorized in terms of this clause shall cease whenever the available funds fall below £200 and shall not recommence until the available funds are in excess of £200.

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

(8) In the event of expiry of this Agreement through effluxion of time or cessation through any other cause, the fund shall continue to be administered by the management committee until such fund shall be liquidated, or until transferred to a fund duly constituted for the same purpose for which the original fund was created.

(9) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the management committee shall continue to administer the fund and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided, however, that any vacancy occurring on the committee may be filled by the 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 alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees, to carry out the duties of the Committee and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the committee or the trustees, as the case may be, in the manner set forth in sub-clause (9) of this clause and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(10) Upon liquidation of the fund in terms of sub-clause (7) of this clause the moneys remaining to the credit of the fund after the payment of all claims against the fund including administration and liquidation expenses, shall be paid into the funds of the Council.

(11) All costs of administration and liquidation of the fund shall be a charge upon the fund.

22. TUBERCULOSIS FUND.

(1) The employer shall deduct threepence each week from the wages of each of his employees, and to the aggregate amount so collected, the employer shall add the sum of 2d. per week in respect of each employee, and shall forward the total amount to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, not later than the seventh day of the month following that to which it refers, together with a statement in accordance with the annexure hereto.

(2) Die geld moet aangewend word vir verlening van geldelike bystand aan werknemers van wie deur 'n geneesheer gesertifiseer is dat hulle aan tuberkulose ly en moet beheer word deur 'n beheerkomitee wat bestaan uit twee verteenwoordigers van die werkgewersorganisasie en twee verteenwoordigers van die vakvereniging wat deur die Raad aangestel word ingevolge sy konstitusie en ooreenkomstig die reglement wat deur die Raad opgestel en te eniger tyd gewysig kan word op aanbeveling van die Beheerkomitee. 'n Afskrif van die reglement en alle wysigings daarvan moet by die Sekretaris van Arbeid, Pretoria ingedien word.

(3) 'n Werknemer wat vir 'n tydperk van 36 weke bydraes betaal het, is, behoudens die voornoemde reglement en na uitputting van die bystand wat ingevolge klousule 21 (3) (d) verkry kan word, geregtig tot tuberkulosebetaling teen die skaal van minstens £1 per kalenderweek vir 'n ononderbroke tydperk van agt weke wat ingaan op die dag waarop die werknemer wat deur 'n geneesheer gesertifiseer is dat hy aan tuberkulose ly, sy werk staak op las van sulke geneesheer, of vir sulke korter tydperk wat die geneesheer nodig ag dat die werknemer van sy werkplek wegbly weens die opdoen van tuberkulose; met dien verstande dat—

- (a) 'n werknemer wat op enige dag gedurende 'n kalenderweek vir bystand kwalifiseer, vir elke dag van die week waarin hy vir bystand kwalifiseer een-sewende van die weeklikse bystand betaal moet word;
- (b) die beheerkomitee na goedgekeurde magtiging kan gee vir die betaling van meer as £1 per week, maar hoogstens £2 per week, en na goedgekeurde en nadat hy hom na behoorlike ondersoek oortuig het dat die staking van die betalings ingevolge subklousule (3) hiervan vir die betrokke werknemer en/of sy afhanklikes buitensporige ontbering sal veroorsaak, daarbenewens magtiging kan verleen om kragtens die bepalinge van hierdie artikel finansiële bystand te betaal vir 'n tydperk van langer as die bepaalde tydperk van 8 weke;
- (c) 'n werknemer wat siektebetaling ingevolge subklousule (3) (d) van klousule 21 van hierdie Ooreenkoms ontvang, is nie gedurende die tydperk wat hy siektebetaling ontvang, tot betaling van tuberkulosebystand geregtig nie; en voorts met dien verstande dat dit beskou moet word dat die dag waarop 'n werknemer wat siektebetaling ontvang beskou word vir tuberkulosebetaling te kwalifiseer, die dag is wat volg op dié waarop die laaste betaling ooreenkomstig klousule 21 (3) (d) betaalbaar is;
- (d) alle betalings kragtens hierdie artikel betaalbaar of gemagtig moet gestaak word as die beskikbare gelde onder £250 val en moenie hervat word voordat die beskikbare gelde bo £500 is nie. Die bepalinge van klousule 21 (4) is *mutatis mutandis* op die rekeninge van hierdie fonds van toepassing.

(4) As daar te enige tyd geskil ontstaan betreffende die bepalinge van die konstitusie of die administrasie van die fonds ten opsigte waarvan daar in die genoemde komitee staking van stemme is, en geen ooreenstemming bereik kan word nie, dan moet die geskil verwys word na die Raad wat die saak ooreenkomstig sy konstitusie moet behandel.

(5) Ingeval hierdie Ooreenkoms vervel deur verloop van tyd of deur 'n ander oorsaak, moet die beheerkomitee voortgaan met die fonds te beheer totdat die fonds uitgeput is, of totdat die fonds oorgedra is aan 'n fonds wat behoorlik gekonstitueer is vir dieselfde doel waarvoor die oorspronklike fonds gestig was.

(6) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, moet die beheerkomitee voortgaan met die fonds se beheer en die lede van die komitee soos dit bestaan op die datum waarop die Raad ophou te funksioneer of ontbind word, moet beskou word lede daarvan te wees vir sodanige doeleindes; met dien verstande dat enige vakature wat op die komitee ontstaan egter deur die Minister uit werkgewers of werknemers in die nywerheid, na die geval mag wees, gevul mag word, sodat gelyke verteenwoordiging van werkgewers en werknemers en van plaasvervangers in die lidmaatskap van die komitee verseker kan word. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooiepunt daaruit ontstaan wat die beheer van die fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, mag hy 'n trustee of trustees aanstel wat al die magte van die komitee vir dié doel sal hê, om die pligte van die komitee uit te voer. By verstryking van hierdie Ooreenkoms moet die fonds op die wyse wat in subklousule (7) van hierdie artikel uiteengesit word, gelikwied word en indien die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwied en sy bates uitgedeel is, moet die res van die fonds uitgedeel word soos in artikel vier-en-dertig (4) van die Wet bepaal, eenvoudig asof dit deel uitgemaak het van die Raad se algemene fondse.

(7) Wanneer die fonds kragtens subartikel (5) van hierdie klousule gelikwied word, moet die geld wat op krediet van die fonds oorbly nadat alle vorderings teen die fonds, met inbegrip van beheer- en likwidasielaste, betaal is, in die Raad se fondse inbetaal word.

(2) Such moneys shall be applied to a fund for the financial assistance of employees certified by a medical practitioner to be suffering from tuberculosis, and shall be administered by a management committee, consisting of two representatives of the employers' organisation and two of the trade union appointed by the Council in terms of its constitution, and in accordance with the rules which may be prepared or amended at any time by the Council on the recommendation of the management committee. A copy of the rules and any amendments thereto shall be lodged with the Secretary for Labour, Pretoria.

(3) An employee who has paid contributions for a period of 36 weeks shall, subject to the aforementioned rules, and having exhausted benefits obtainable in terms of clause 21 (3) (d), be entitled to financial assistance by way of tuberculosis pay at the rate of not less than £1 per calendar week, for a consecutive period of eight weeks commencing on the day the employee, certified to be suffering from tuberculosis by a medical practitioner ceased work on the instruction of such medical practitioner, or for such lesser period as the medical practitioner may deem it necessary for the employee to remain absent from his place of work due to his contraction of tuberculosis; provided that—

- (a) an employee qualifying for benefit on any day during a calendar week shall be paid one-seventh of the weekly benefit in respect of each day of such week for which he qualifies for benefit;
- (b) the management committee may at its discretion authorize the payment of an amount in excess of £1 per week but not exceeding £2 per week, and in addition thereto may at its discretion, and after having satisfied itself on due investigation, that the cessation of the payments referred to in sub-clause (3) hereof would cause undue hardship to the employee concerned and/or to his or her dependants, authorise the payment of financial assistance in terms of this section for a period in excess of the period of 8 weeks specified;
- (c) an employee who is in receipt of sick pay as provided in sub-clause (3) (d) of clause 21 of this Agreement, shall not be entitled to receive tuberculosis pay during such period as he is in receipt of sick pay; and provided further that the day upon which an employee, who is in receipt of sick pay is deemed to qualify for payment of tuberculosis pay shall be the day following that upon which the last payment in terms of sub-clauses 21 (3) (d) is payable;
- (d) all payments payable or authorized in terms of this clause shall cease whenever the available funds fall below £250 and shall not recommence until the available funds are in excess of £500. The provisions of clause 21 (4) shall *mutatis mutandis* apply in respect of the accounts of this fund.

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

(5) In the event of the expiry of this Agreement through effluxion of time or cessation through any other cause, the fund shall continue to be administered by the management committee until such fund shall be liquidated, or until transferred to a fund duly constituted for the same purpose for which the original fund was created.

(6) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the management committee shall continue to administer the fund and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes; provided however, that any vacancy occurring on the committee may be filled by the 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 alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees, to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the committee or the trustees, as the case may be, in the manner set forth in sub-clause (7) of this section, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(7) Upon liquidation of the fund in terms of sub-clause (5) of this section the moneys remaining to the credit of the fund after the payment of all claims against the fund including administration and liquidation expenses, shall be paid into the funds of the Council.

(8) Alle administrasie- en likwidasielaste van die fonds kom ten laste van die fonds.

23. VERTOON VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek in sy inrigting, maklik toeganklik vir al sy werknemers en die vorm soos voorgeskryf in die regulasies kragtens die Wet, 'n leesbare afskrif van hierdie Ooreenkoms in altwee offisiële tale vertoon hou.

24. ORGANISASIE VAN WERKNEMERS.

Elke werkgewer moet enige persoon of persone wat deur die vakvereniging en deur die Raad gemagtig is, toelaat om sy inrigting gedurende etensyd binne te kom; met dien verstande dat die werkgewer of sy verteenwoordiger 24 uur tevore skriftelik in kennis gestel is, met die doel om—

- (a) onderhoude te hê met die werknemers in sake vakverenigingsaangeleenthede;
- (b) nuwe lede in te skryf;
- (c) kennisgewings uitgereik deur die vakvereniging op te plak en te versprei;
- (d) lede se bydraes tot die vakverenigings in te vorder.

25. LIDMAATSKAP VAN VAKVERENIGING EN WERKGEWERS-ORGANISASIE.

Geen lid van die vakvereniging mag diens aanvaar by enige werkgewer wat nie lid van die werkersorganisasie is nie en geen lid van die werkgewersorganisasie mag enige werknemer, wat nie lid van die vakvereniging is, in diens neem nie; met dien verstande dat dit nie van toepassing is nie op—

- (a) bestuurders, voormanne, voorvroue, of opsigters;
- (b) arbeiders of klerklike werknemers of werknemers vir wie daar nie lone in hierdie Ooreenkoms voorgeskryf word nie; of
- (c) werkgewers of werknemers aan wie, na die mening van die Raad, lidmaatskap sonder redelike oorsaak geweier is.

Voorts met dien verstande dat hierdie klousule nie van toepassing is op die in diens wees, in die nywerheid van enige werknemer, wat na die Minister se mening, goeie rede het om beswaar daarteen te maak dat hy 'n lid van die unie word of bly nie.

Voorts met dien verstande dat hierdie klousule nie van toepassing is op 'n werknemer wat weens verskil van die optrede van die vakvereniging met betrekking tot die gebruik van sy fondse vir 'n politieke doel, uit die vakvereniging bedank het of daaruit uitgesit is nie. Voorts met dien verstande dat dit nie van toepassing is op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika nie; met dien verstande dat indien 'n immigrant te enige tyd na die eerste drie maande dat hy met sy diens in die nywerheid begin het 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word van die hand gewys het, die bepalings van hierdie artikel onmiddellik van krag word.

26. AGENTE.

Die Raad moet een of meer bepaalde persone as agente aanstel om behulpzaam te wees by die toepassing van die bepalings van hierdie Ooreenkoms. Elke werkgewer en elke werknemer is verplig om die agente toe te laat om ondersoek in te stel en boeke en/of dokumente te ondersoek en om persone te ondervra wat vir hierdie doel nodig mag wees.

27. INDIENSNEMING VAN JEUGDIGES.

Niemand onder 15 jaar mag in die nywerheid in diens geneem word nie.

28. VERSEKERING VAN LONE IN GEVAL VAN BRAND.

Elke werkgewer moet binne vier weke na die bekendmakingsdatum van hierdie Ooreenkoms 'n versekeringspolis by 'n geregiastreede versekeringsmaatskappy uitneem wat voorsiening daarvoor maak dat alle werknemers van die werkgewer wat deur brand werkloos word betaal moet word, en wel die bedrag van twee weke se loon; met dien verstande dat as die werkonderbreking vir minder as twee weke is 'n *pro rata* betaling gedoen kan word. As dit nie vir die werkgewer moontlik is om sodanige versekeringspolis uit te neem nie, moet hy by die Raad 'n bedrag deponeer gelyk aan twee weke se loon van alle werknemers in die inrigting op die datum waarop hierdie Ooreenkoms in werking tree, wat die Raad in 'n spesiale trustbeleggingsrekening moet hou totdat dit vir 'n gelyke betaling aan werknemers nodig is. Enige wysiging aan die bedrag deur die Raad gehou, moet binne twee weke aangebring word vanaf die datum van 'n vermeerdering of vermindering na gelang van die geval, in die totale getal werknemers wat by die werkgewer in diens is.

Namens die partye te Port Elizabeth onderteken, hede die 27ste dag van November 1952.

H. MORGAN SMITH,
Voorsitter van die Raad.

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

I. D. HAY,
Sekretaris van die Raad.

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

23. EXHIBITION OF AGREEMENT.

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

24. ORGANIZATION OF EMPLOYEES.

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

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

25. TRADE UNION AND EMPLOYERS' ORGANIZATION MEMBERSHIP.

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

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

provided further that this clause shall not apply to the employment in the industry of any employee who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the union.

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

26. AGENTS.

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

27. EMPLOYMENT OF JUVENILES.

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

28. INSURANCE OF WAGES IN CASE OF FIRE.

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

Signed at Port Elizabeth on behalf of the parties, this 27th day of November 1952.

H. MORGAN SMITH,
Chairman of the Council.

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

I. D. HAY,
Secretary of the Council.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (OOSTELIKE PROVINSIE).

Posbus 3051. Commercialgebou,
Telefoon: 8121/5. Adderleystraat,
Telegramme: „Midfacts”. Port Elizabeth.

GELDELIKE STAAT VIR DIE WEEK GEËINDIG

	£	s.	d.	£	s.	d.
Raadsheffings—						
Werknemers se bydraes teen 2d. per week						
Werkgewers se bydraes teen 2d. per week						
Siektefonds—						
Werknemers se bydraes teen 4d. per week						
Werkgewers se bydraes teen 5d. per week						
Werknemers se bydraes teen 6d. per week						
Werkgewers se bydraes teen 8d. per week						
Tuberkulosefonds—						
Werknemers se bydraes teen 3d. per week						
Werkgewers se bydraes teen 2d. per week						

TOTALE BEDRAG VERSKULDIG.....

Maandelikse opsomming: Ondergenoemde geldelike state gaan hierby:—

	£	s.	d.
Weke geëindig			

Naam van werkgever: _____
Adres: _____

LET WEL.—Alle bydraes moet op of voor die sewende dag van die maand na dié maand waarin dit ingevorder is, aan die Raad gestuur word.

* No. 606.] [20 Maart 1953.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

KLERASIENYWERHEID, OOSTELIKE PROVINSIE.

Ek, BAREND JACOBUS SCHOEMAN, 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 Klerasienywerheid, bekendgemaak by Goewermentskennisgewing No. 605 van 20 Maart 1953 nie vir die persone wie se werksure daarby gereël word minder gunstig as die ooreenstemmende bepalings van genoemde wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (EASTERN PROVINCE).

P.O. Box 3051. Commercial Building,
Telephones: 8121/5. Adderley Street,
Telegrams: “Midfacts”. Port Elizabeth.

FINANCIAL RETURN FOR WEEK ENDING

	£	s.	d.	£	s.	d.
Council Levies—						
Employees' Contributions at 2d. per week						
Employers' Contributions at 2d. per week						
Sick Fund—						
Employees' Contributions at 4d. per week						
Employers' Contributions at 5d. per week						
Employees' Contributions at 6d. per week						
Employers' Contributions at 8d. per week						
Tuberculosis Fund—						
Employees' Contributions at 3d. per week						
Employers' Contributions at 2d. per week						

TOTAL AMOUNT DUE.....

Monthly Summary: The following financial returns are attached:—

	£	s.	d.
Weeks ended			

Name of Employer _____
Address _____

NOTE.—All contributions must be forwarded to the Council not later than the seventh day of the month following the month during which deductions are made.

* No. 606.] [20 March 1953.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

CLOTHING INDUSTRY, EASTERN PROVINCE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Clothing Industry, published under Government Notice No. 605 of the 20th March, 1953, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

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