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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.*

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1991.] [11 September 1953.
NYWERHEID-VERSOENINGSWET, 1937.

KLERASIENYWERHEID, TRANSVAAL.

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

(a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Klerasiennywerheid, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig op die 31ste dag van Maart 1954 bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging; en

(b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 22, 26 en 27 van genoemde Ooreenkoms vanaf die tweede Maandag van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig op die 31ste dag van Maart 1954 bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die Provinsie Transvaal.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL).

OOREENKOMS

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

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union

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

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Provinsie Transvaal nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die klerasiennywerheid uitoefen, en deur alle werknemers wat lede van die vakvereniging is en in daardie nywerheid werksaam is en vir wie minimum lone in

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1991.] [11 September 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

CLOTHING INDUSTRY, TRANSVAAL.

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

(a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appear in the Schedule hereto and which relate to the Clothing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st day of March, 1954, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union; and

(b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 22 (inclusive), 26 and 27 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 31st day of March, 1954, upon the other employers and employees engaged or employed in the said Industry in the Province of Transvaal.

B. J. SCHOEMAN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL).

AGREEMENT

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

Transvaal Clothing Manufacturers' Association

(hereinafter called “the employers” or “employers' organisation”), on 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 (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Province of the Transvaal by all employers who are members of the employers' organisation and 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 minimum wages are

hierdie Ooreenkoms voorgeskryf word; met dien verstande dat die bepalinge van artikel 21 slegs van toepassing is op werkgewers en werknemers in die magistraatsdistrikte Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Pretoria.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid bepaal word, en bly van krag tot 31 Maart 1954 of vir 'n tydperk wat hy vasstel.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf is, het dieselfde betekenis as in daardie Wet. 'n Verwysing na 'n wet omvat ook alle wysigings van dié wet, en tensy die teenoorgestelde blykbaar bedoel word, sluit woorde wat die manlike geslag aandui ook vrouens in; voorts, tensy dit strydig is met die samehang, beteken—

„Wet”, die Nywerheids-versoeningswet, 1937;

„basiese loon”, daardie deel van die besoldiging, uitgesonderd lewenskostetoelae of bonus, wat kragtens artikel 5 van hierdie Ooreenkoms verdien word en in kontant aan 'n werknemer betaal moet word ten opsigte van die gewone werkure, soos in artikel 9 van hierdie Ooreenkoms vasgestel;

„skoonmaak”, kolle of merke op materiaal of kledingstukke verwyder en/of garedrade afknip;

„klerasiyenwerheid” of „nywerheid”, kleremakery, die maak van alle klasse bo- en onderklere, met inbegrip van nagklere en alle klasse mans- en seunshoede en pette van tweed en linne, dasse, en die maak van alle klasse kledingstukke op bestelling deur enige Staatsdepartement, Provinsiale Administrasie, die Suid-Afrikaanse Spoorweë en Hawens of plaaslike owerhede, maar sluit nie kleremakery-op-maat in nie;

„Raad”, die Nywerheidsraad vir die Klerasiyenwerheid (Transvaal), wat ingevolge die bepalinge van die Nywerheids-Verzoenings Wet, 1924, geregistreer is, en wat as geregistreer beskou word ingevolge die bepalinge van die Nywerheids-versoeningswet, 1937;

„uitkapper”, 'n werknemer wat kledingstukke of dele van kledingstukke uit een of meer lae materiaal met die hand of met 'n masjien sny;

„inrigting”, 'n plek waarin werksaamhede in verband met die klerasiyenwerheid verrig word;

„ondervinding”, met uitsondering van die toepassing van artikel 21, die totale diens tydperk of -tydperke van 'n werknemer in die klerasiyenwerheid en/of kleremakery-op-maat-nywerheid en/of private modemakery in enige hoedanigheid, uitgesonderd dié van werktuigkundige, bestuurder van 'n voertuig, 'n wag of opsigter, 'n stoomketel- of hyserbediende, 'n klerklike werknemer, versendingsklerk, verpakker, voertuigsmeeerder, dryfbandhersteller of 'n werknemer wat een of meer van die werksaamhede verrig wat in klousule 3 (1) (A) (XVIII) van Loonvaststelling No. 120 genoem word, en dit word in elke dienskontrak as aaneenlopend beskou van die datum af waarop 'n werknemer in die werkgewer se diens tree tot op die datum waarop die diens beëindig word; met dien verstande dat, vir die doel om 'n werknemer se ondervinding te bereken, diens vir agt weke in 'n kwartaal as diens vir die volle kwartaal beskou moet word; diens vir minder as agt weke mag nie as diens in daardie kwartaal beskou word nie;

„fabriek”, persele wat kragtens Wet No. 22 van 1941 geregistreer moet word, waarin werknemers in diens is in die klerasiyenwerheid;

„uurloon”, die weeklikse basiese loon plus lewenskostetoelae gedeel deur die getal ure wat gewoonlik in 'n week in die betrokke inrigting gewerk word;

„lae rangskik”, materiaal in een of meer lae op die snytafel rangskik, en dit kan ook ente oopsny omvat;

„leerling”, in die geval van werknemers wat in diens is om patrone te maak en/of te graadeer, en in die geval van manlike werknemers [met uitsondering van strykers, uitkappers en dié uitdruklik in subartikel (1) (f) van artikel 4 genoem], 'n werknemer met minder as vyf jaar ondervinding; in die geval van vroulike werknemers in diens om patrone uit te lê en/of af te merk, manlike strykers en manlike sowel as vroulike uitkappers, 'n werknemer met minder as drie jaar ondervinding; in die geval van ander vroulike werknemers (uitgesonderd dié uitdruklik in subartikel (1) (f) van artikel 4 genoem), 'n werknemer met minder as twee en 'n half jaar ondervinding; en in die geval van alle ander werknemers, 'n werknemer met minder as anderhalfjaar ondervinding.

„merk”, plekke vir sakke, knope, knoopsgate, lissies, drukknoppe, pylstate, some, omslae en soortgelyke plekke merk ter voorbereiding van verdere werksaamhede;

„houer”, met betrekking tot persele, die persoon wat 'n besigheid wat op die persele gedryf word, bestuur of beheer, en as daar twee of meer van hierdie persone is, omvat dit al sodanige persone;

„patente-omdraai”, die rande van krae, belegsele, gordels, bande, mansjette, lussies, sakke en/of klappe met die hand of masjien uit- of oordraai, en kledingstukke of gedeeltes daarvan met die binnekant na buite draai;

„stukwerk”, 'n stelsel, met uitsondering van taakwerk, waarvoor besoldiging bereken word volgens die hoeveelheid of omvang van werk wat verrig word;

„premie”, sonder dat dit in enige opsig die gewone betekenis van die uitdrukking beperk, vergoeding van watter aard ook al wat vir die opleiding van 'n werknemer gegee word;

prescribed in this Agreement; provided that the terms of section 21 shall apply only to employers and employees in the Magisterial Districts of Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Pretoria.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour, and shall remain in force until the 31st March, 1954, or for such period as may be determined by him.

3. DEFINITIONS.

Any terms 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;

“basic wage” means that portion of the remuneration excluding cost of living allowance or bonus earned in terms of section 5 of this Agreement, payable in money to an employee in respect of the ordinary hours of work as laid down in section 9 of this Agreement;

“cleaning” means the removing of spots or marks from materials or garments and/or the snipping off of threads;

“Clothing Industry” or “Industry” means dressmaking, the making of all classes of outer and under garments, including nightwear and all classes of men's and boys' tweed and linen hats and caps, ties, and the making of all classes of garments to the order of any 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 (Transvaal), registered in terms of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of the Industrial Conciliation Act, 1937;

“chopper out” means an employee engaged in cutting out garments or portions of garments by hand or machine from one or more layers of material;

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

“experience” save for the purpose of section 21 means the total period or periods of employment of an employee in the Clothing Industry and/or bespoke tailoring industry and/or private dressmaking in any capacity other than a mechanic, driver of a vehicle, watchman or caretaker, boiler or lift attendant, clerical employee, despatch clerk, packer, vehicle greaser, belt repairer, or employee engaged in one or more of the operations enumerated under clause 3 (1) (A) (xviii) of Wage Determination No. 120, and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time such service is terminated; provided that, for the purpose of computing an employee's experience, employment for eight weeks in any quarter shall be deemed to have been employment for the whole of the quarter; employment for less than eight weeks in any quarter shall be deemed not to have been employment in that quarter.

“factory” means any premises registrable in terms of Act No. 22 of 1941 in which employees are engaged in the Clothing Industry;

“hourly wage” means the weekly basic wage plus cost of living allowance divided by the number of hours ordinarily worked during a week by the establishment concerned.

“laying up” means the laying of material in one or more thicknesses on the cutting table and may include slitting the ends;

“learner” means, in the case of employees engaged on making and/or grading patterns, and of male employees (other than pressers, choppers-out, and those specified in sub-section (1) (f) of section 4, an employee who has had less than five years' experience; in the case of female employees engaged on laying out and/or marking-in of patterns, male pressers and both male and female choppers-out, an employee who has had less than three years' experience; in the case of other female employees [excluding those specified in sub-section (1) (f) of section 4], an employee who has had less than two and a half years' experience; and in the case of all other employees, an employee who has had less than one and a half years' experience;

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

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

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

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

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

- „stryker”, 'n werknemer wat kledingstukke se some platstryk en/of die afgewerkte of gedeeltelik afgewerkte kledingstukke met die hand of 'n masjien finaal stryk;
- „gekwalifiseerde werknemer”, in die geval van werknemers wat patrone maak en/of gradeer en in die geval van manlike werknemers [met uitsondering van strykers, uitkappers en dié wat uitdruklik in subartikel (1) (f) van artikel 4 genoem word], 'n werknemer met minstens vyf jaar ondervinding; in die geval van vroulike werknemers wat patrone uittê en/of afmerk, manlike strykers en manlike sowel as vroulike uitkappers, 'n werknemer met minstens drie jaar ondervinding; in die geval van ander vroulike werknemers [met uitsondering van dié wat uitdruklik in subartikel (1) (f) van artikel 4 genoem word], 'n werknemer met minstens twee en 'n half jaar ondervinding; en in die geval van alle ander werknemers, 'n werknemer met minstens anderhalfjaar ondervinding;
- „kwartaal”, die tydperke van drie maande elk wat op die eerste dag van Julie, Oktober, Januarie en April begin;
- „korttyd” 'n tydelike vermindering van die getal werkure van 'n werknemer tot minder as 40 uur in 'n week; of die tydelike onderbreking van die werk weens die vereistes van die besigheid, bv. 'n tekort aan materiaal of bestellings of die noodsaaklikheid van voorraadopname;
- „nekke uitsny”, die vorm van nekke van hemde en onderklere merk en/of regnsy;
- „sorteer”, kledingstukke of gedeeltes van kledingstukke, soos hulle vir die verskillende werksaamhede nodig is, uitsorteer;
- „stempel”, groottes, identiteits- of werknommers of ander besonderhede op kledingstukke of gedeeltes van kledingstukke en/of etikette stempel;
- „taakwerk”, die opdrag van die werkgewer of sy verteenwoordiger aan 'n werknemer om 'n bepaalde getal kledingstukke of gedeeltes van kledingstukke binne 'n vasgestelde tydperk te vervaardig;
- „week”, 'n tydperk van vyf werkdag;
- „werkdag”, 'n dag waarop werk gewoonlik in die nywerheid gedoen word.

4. LONE.

(1) Onderworpe aan die bepalinge van subartikels (2), (4) en (6) van hierdie artikel en van artikels 6 en 7 moet onderstaande minimum basiese lone en lewenskostoelae weekliks aan die volgende klasse werknemers betaal word:—

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

	Basiese loon. £ s. d.	Lewens- kostoelae. £ s. d.	Totaal. £ s. d.
Gekwalifiseerde werknemers.....	10 0 0	8 10 0	18 10 0
Leerlinge:—			
Eerste jaar—			
Eerste kwartaal.....	2 0 0	1 14 0	3 14 0
Tweede kwartaal.....	2 10 0	2 2 6	4 12 6
Derde kwartaal.....	3 0 0	2 11 0	5 11 0
Vierde kwartaal.....	3 10 0	2 19 6	6 9 6
Tweede jaar—			
Eerste kwartaal.....	4 0 0	3 8 0	7 8 0
Tweede kwartaal.....	4 10 0	3 16 6	8 6 6
Derde kwartaal.....	5 0 0	4 5 0	9 5 0
Vierde kwartaal.....	5 10 0	4 13 6	10 3 6
Derde jaar—			
Eerste kwartaal.....	6 0 0	5 2 0	11 2 0
Tweede kwartaal.....	6 10 0	5 10 6	12 0 6
Derde kwartaal.....	7 0 0	5 19 0	12 19 0
Vierde kwartaal.....	7 10 0	6 7 6	13 17 6
Vierde jaar—			
Eerste kwartaal.....	8 0 0	6 16 0	14 16 0
Tweede kwartaal.....	8 5 0	7 0 3	15 5 3
Derde kwartaal.....	8 10 0	7 4 6	15 14 6
Vierde kwartaal.....	8 15 0	7 8 9	16 3 9
Vyfde jaar—			
Eerste kwartaal.....	9 0 0	7 13 0	16 13 0
Tweede kwartaal.....	9 5 0	7 17 3	17 2 3
Derde kwartaal.....	9 10 0	8 1 6	17 11 6
Vierde kwartaal.....	9 15 0	8 5 9	18 0 9
en daarna.....	10 0 0	8 10 0	18 10 0

(b) Manlike werknemers [uitgesonderd patroonmakers en/of gradeerders, strykers, uitkappers en dié vir wie voorsiening in subartikel (1) (f) van hierdie artikel gemaak word]:—

	Basiese loon. £ s. d.	Lewens- kostoelae. £ s. d.	Totaal. £ s. d.
Gekwalifiseerde werknemers.....	8 10 0	7 4 6	15 14 6
Leerlinge:—			
Eerste jaar—			
Eerste kwartaal.....	2 0 0	1 14 0	3 14 0
Tweede kwartaal.....	2 5 0	1 18 3	4 3 3
Derde kwartaal.....	2 10 0	2 2 6	4 12 6
Vierde kwartaal.....	2 15 0	2 6 9	5 1 9

„presser” means an employee engaged in the under-pressing of garments and/or pressing off the finished and/or partly finished garments by hand or machine;

„qualified employee” means, in the case of employees engaged on making and/or grading patterns, and of male employees (other than pressers, choppers-out and those specified in sub-section (1) (f) of section 4) an employee who has had not less than five years' experience; in the case of female employees engaged on laying out and/or marking of patterns, male pressers and both male and female choppers-out, an employee who has had not less than three years' experience; in the case of other female employees [excluding those specified in sub-section (1) (f) of section 4], an employee who has had not less than two and a half years' experience; and in the case of all other employees, an employee who has had not less than one and a half years' experience;

„quarter” means the three-monthly periods commencing on the first day of July, October, January and April;

„short-time” means a temporary reduction of the number of working hours of any employee in any one week below 40 hours; or temporary cessation of work, by reason of the exigencies of the business, e.g., shortage of material or orders or the necessities of stocktaking;

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

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

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

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

„week” means a period of five working days;

„working day” means any day on which work is usually performed in the industry.

4. WAGES.

(1) Subject to the provisions of sub-sections (2), (4) and (6) of this section and of sections 6 and 7 the following minimum basic wages and cost of living allowances shall be paid per week to the undermentioned classes of employees:—

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

	Basic. £ s. d.	C.O.L.A. £ s. d.	Total. £ s. d.
Qualified employees.....	10 0 0	8 10 0	18 10 0
Learners:—			
First year—			
First quarter.....	2 0 0	1 14 0	3 14 0
Second quarter.....	2 10 0	2 2 6	4 12 6
Third quarter.....	3 0 0	2 11 0	5 11 0
Fourth quarter.....	3 10 0	2 19 6	6 9 6
Second year—			
First quarter.....	4 0 0	3 8 0	7 8 0
Second quarter.....	4 10 0	3 16 6	8 6 6
Third quarter.....	5 0 0	4 5 0	9 5 0
Fourth quarter.....	5 10 0	4 13 6	10 3 6
Third year—			
First quarter.....	6 0 0	5 2 0	11 2 0
Second quarter.....	6 10 0	5 10 6	12 0 6
Third quarter.....	7 0 0	5 19 0	12 19 0
Fourth quarter.....	7 10 0	6 7 6	13 17 6
Fourth year—			
First quarter.....	8 0 0	6 16 0	14 16 0
Second quarter.....	8 5 0	7 0 3	15 5 3
Third quarter.....	8 10 0	7 4 6	15 14 6
Fourth quarter.....	8 15 0	7 8 9	16 3 9
Fifth year—			
First quarter.....	9 0 0	7 13 0	16 13 0
Second quarter.....	9 5 0	7 17 3	17 2 3
Third Quarter.....	9 10 0	8 1 6	17 11 6
Fourth quarter.....	9 15 0	8 5 9	18 0 9
and thereafter.....	10 0 0	8 10 0	18 10 0

(b) Male employees [excluding pattern makers and/or graders, pressers, choppers-out and those provided for in sub-section (1) (f) of this section]:—

	Basic. £ s. d.	C.O.L.A. £ s. d.	Total. £ s. d.
Qualified employees.....	8 10 0	7 4 6	15 14 6
Learners:—			
First year—			
First quarter.....	2 0 0	1 14 0	3 14 0
Second quarter.....	2 5 0	1 18 3	4 3 3
Third quarter.....	2 10 0	2 2 6	4 12 6
Fourth quarter.....	2 15 0	2 6 9	5 1 9

	Basiese loon. £ s. d.	Lewens- kostetoelae. £ s. d.	Totaal. £ s. d.
Tweede jaar—			
Eerste kwartaal.....	3 0 0	2 11 0	5 11 0
Tweede kwartaal.....	3 5 0	2 15 3	6 0 3
Derde kwartaal.....	3 10 0	2 19 6	6 9 6
Vierde kwartaal.....	3 15 0	3 3 9	6 18 9
Derde jaar—			
Eerste kwartaal.....	4 5 0	3 12 3	7 17 3
Tweede kwartaal.....	4 10 0	3 16 6	8 6 6
Derde kwartaal.....	4 15 0	4 0 9	8 15 9
Vierde kwartaal.....	5 0 0	4 5 0	9 5 0
Vierde jaar—			
Eerste kwartaal.....	5 10 0	4 13 6	10 3 6
Tweede kwartaal.....	5 15 0	4 17 9	10 12 9
Derde kwartaal.....	6 0 0	5 2 0	11 2 0
Vierde kwartaal.....	6 5 0	5 6 3	11 11 3
Vyfde jaar—			
Eerste kwartaal.....	6 15 0	5 14 9	12 9 9
Tweede kwartaal.....	7 5 0	6 3 3	13 8 3
Derde kwartaal.....	7 15 0	6 11 9	14 6 9
Vierde kwartaal.....	8 5 0	7 0 3	15 5 3
en daarna.....	8 10 0	7 4 6	15 14 6

(c) Vroulike werknemers wat patrone uitlê en/of afmerk:—

	Basiese loon. £ s. d.	Lewens- kostetoelae. £ s. d.	Totaal. £ s. d.
Gekwalifiseerde werk- nemers.....	5 0 0	4 5 0	9 5 0
Leerlinge:—			
Eerste jaar—			
Eerste kwartaal.....	1 10 0	1 5 6	2 15 6
Tweede kwartaal.....	1 15 0	1 9 9	3 4 9
Derde kwartaal.....	2 0 0	1 14 0	3 14 0
Vierde kwartaal.....	2 5 0	1 18 3	4 3 3
Tweede jaar—			
Eerste kwartaal.....	2 10 0	2 2 6	4 12 6
Tweede kwartaal.....	2 15 0	2 6 9	5 1 9
Derde kwartaal.....	3 0 0	2 11 0	5 11 0
Vierde kwartaal.....	3 5 0	2 15 3	6 0 3
Derde jaar—			
Eerste kwartaal.....	3 10 0	2 19 6	6 9 6
Tweede kwartaal.....	3 15 0	3 3 9	6 18 9
Derde kwartaal.....	4 0 0	3 8 0	7 8 0
Vierde kwartaal.....	4 10 0	3 16 6	8 6 6
en daarna.....	5 0 0	4 5 0	9 5 0

(d) Strykers (mans) en uitkappers (mans en vrouens):—

	Basiese loon. £ s. d.	Lewens- kostetoelae. £ s. d.	Totaal. £ s. d.
Gekwalifiseerde werk- nemers.....	4 15 0	4 0 9	8 15 9
Leerlinge:—			
Eerste jaar—			
Eerste kwartaal.....	2 0 0	1 14 0	3 14 0
Tweede kwartaal.....	2 2 6	1 16 2	3 18 8
Derde kwartaal.....	2 5 0	1 18 3	4 3 3
Vierde kwartaal.....	2 10 0	2 2 6	4 12 6
Tweede jaar—			
Eerste kwartaal.....	2 15 0	2 6 9	5 1 9
Tweede kwartaal.....	3 0 0	2 11 0	5 11 0
Derde kwartaal.....	3 5 0	2 15 3	6 0 3
Vierde kwartaal.....	3 10 0	2 19 6	6 9 6
Derde jaar—			
Eerste kwartaal.....	3 15 0	3 3 9	6 18 9
Tweede kwartaal.....	4 0 0	3 8 0	7 8 0
Derde kwartaal.....	4 5 0	3 12 3	7 17 3
Vierde kwartaal.....	4 10 0	3 16 6	8 6 6
en daarna.....	4 15 0	4 0 9	8 15 9

(e) (i) Vroulike werknemers [met uitsondering van patroon-
makers en/of -gradeerders, uitkappers en uitlêers en
afmerkers van patrone en dié vir wie voorsiening in
subartikel (1) (f) van hierdie artikel gemaak word]:—

	Basiese loon. £ s. d.	Lewens- kostetoelae. £ s. d.	Totaal. £ s. d.
Gekwalifiseerde werk- nemers.....	3 12 6	3 11 0	6 14 2
Leerlinge:—			
Eerste jaar—			
Eerste kwartaal.....	1 10 0	1 5 6	2 15 6
Tweede kwartaal.....	1 15 0	1 9 9	3 4 9
Derde kwartaal.....	1 17 6	1 11 11	3 9 5
Vierde kwartaal.....	2 0 0	1 14 0	3 14 0
Tweede jaar—			
Eerste kwartaal.....	2 5 0	1 18 3	4 3 3
Tweede kwartaal.....	2 7 6	2 0 5	4 7 11
Derde kwartaal.....	2 10 0	2 2 6	4 12 6
Vierde kwartaal.....	2 15 0	2 6 9	5 1 9
Derde jaar—			
Eerste kwartaal.....	3 0 0	2 11 0	5 11 0
Tweede kwartaal.....	3 5 0	2 15 3	6 0 3
en daarna.....	3 12 6	3 1 8	6 14 2

	Basic. £ s. d.	C.O.L.A. £ s. d.	Total. £ s. d.
Second year—			
First quarter.....	3 0 0	2 11 0	5 11 0
Second quarter.....	3 5 0	2 15 3	6 0 3
Third quarter.....	3 10 0	2 19 6	6 9 6
Fourth quarter.....	3 15 0	3 3 9	6 18 9
Third year—			
First quarter.....	4 5 0	3 12 3	7 17 3
Second quarter.....	4 10 0	3 16 6	8 6 6
Third quarter.....	4 15 0	4 0 9	8 15 9
Fourth quarter.....	5 0 0	4 5 0	9 5 0
Fourth year—			
First quarter.....	5 10 0	4 13 6	10 3 6
Second quarter.....	5 15 0	4 17 9	10 12 9
Third quarter.....	6 0 0	5 2 0	11 2 0
Fourth quarter.....	6 5 0	5 6 3	11 11 3
Fifth year—			
First quarter.....	6 15 0	5 14 9	12 9 9
Second quarter.....	7 5 0	6 3 3	13 8 3
Third quarter.....	7 15 0	6 11 9	14 6 9
Fourth quarter.....	8 5 0	7 0 3	15 5 3
and thereafter.....	8 10 0	7 4 6	15 14 6

(c) Female employees engaged on laying-out and/or marking-
in of patterns:—

	Basic. £ s. d.	C.O.L.A. £ s. d.	Total. £ s. d.
Qualified employees.....	5 0 0	4 5 0	9 5 0
Learners:—			
First year—			
First quarter.....	1 10 0	1 5 6	2 15 6
Second quarter.....	1 15 0	1 9 9	3 4 9
Third quarter.....	2 0 0	1 14 0	3 14 0
Fourth quarter.....	2 5 0	1 18 3	4 3 3
Second year—			
First quarter.....	2 10 0	2 2 6	4 12 6
Second quarter.....	2 15 0	2 6 9	5 1 9
Third quarter.....	3 0 0	2 11 0	5 11 0
Fourth quarter.....	3 5 0	2 15 3	6 0 3
Third year—			
First quarter.....	3 10 0	2 19 6	6 9 6
Second quarter.....	3 15 0	3 3 9	6 18 9
Third quarter.....	4 0 0	3 8 0	7 8 0
Fourth quarter.....	4 10 0	3 16 6	8 6 6
and thereafter.....	5 0 0	4 5 0	9 5 0

(d) Pressers (males and choppers-out) males and females:—

	Basic. £ s. d.	C.O.L.A. £ s. d.	Total. £ s. d.
Qualified employees.....	4 15 0	4 0 9	8 15 9
Learners:—			
First year—			
First quarter.....	2 0 0	1 14 0	3 14 0
Second quarter.....	2 2 6	1 16 2	3 18 8
Third quarter.....	2 5 0	1 18 3	4 3 3
Fourth quarter.....	2 10 0	2 2 6	4 12 6
Second year—			
First quarter.....	2 15 0	2 6 9	5 1 9
Second quarter.....	3 0 0	2 11 0	5 11 0
Third quarter.....	3 5 0	2 15 3	6 0 3
Fourth quarter.....	3 10 0	2 19 6	6 9 6
Third year—			
First quarter.....	3 15 0	3 3 9	6 18 9
Second quarter.....	4 0 0	3 8 0	7 8 0
Third quarter.....	4 5 0	3 12 3	7 17 3
Fourth quarter.....	4 10 0	3 16 6	8 6 6
and thereafter.....	4 15 0	4 0 9	8 15 9

(e) (i) Female employees [excluding pattern makers and/or
graders, choppers-out and layers-out and markers-in of
patterns and those provided for in sub-section (1) (f) of
this section]:—

	Basic. £ s. d.	C.O.L.A. £ s. d.	Total. £ s. d.
Qualified employees.....	3 12 6	3 11 0	6 14 2
Learners:—			
First year—			
First quarter.....	1 10 0	1 5 6	2 15 6
Second quarter.....	1 15 0	1 9 9	3 4 9
Third quarter.....	1 17 6	1 11 11	3 9 5
Fourth quarter.....	2 0 0	1 14 0	3 14 0
Second year—			
First quarter.....	2 5 0	1 18 3	4 3 3
Second quarter.....	2 7 6	2 0 5	4 7 11
Third quarter.....	2 10 0	2 2 6	4 12 6
Fourth quarter.....	2 15 0	2 6 9	5 1 9
Third year—			
First quarter.....	3 0 0	2 11 0	5 11 0
Second quarter.....	3 5 0	2 15 3	6 0 3
and thereafter.....	3 12 6	3 1 8	6 14 2

(ii) Alle vroulike werknemers wat in subklousule (e) (i) van hierdie klousule genoem word wat in diens is om baadjies met die hand onder vas te ryg of te fatsoeneer, en wat minstens drie jaar en drie maande ondervinding het, moet minstens £3. 17s. 6d. weekliks ontvang plus 'n lewenskostetoelae van £3. 5s. 11d. weekliks.

(f) Werknemers wat een of meer van die volgende werksaamhede verrig: Voltooide kledingstukke skoonmaak, opvou, vasspelde, of wat stempel, afmerk, sorteer, fatsoeneer, lae rangskik, patente-omdraai, 'n versiering (wat nie stuk-goedere is nie) met die hand volgens 'n gegewe lengte of fatsoen sny, outomatiese rolstryktoestelle voer of goed daaruit neem:—

	Basiese loon.	Lewens-kostetoelae.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Manlike werknemers:—			
Gekwalifiseerde werknemers.....	3 5 0	2 15 3	6 0 3
Leerlinge:—			
Eerste jaar—			
Eerste kwartaal.....	2 0 0	1 14 0	3 14 0
Tweede kwartaal.....	2 2 6	1 16 2	3 18 8
Derde kwartaal.....	2 5 0	1 18 3	4 3 3
Vierde kwartaal.....	2 10 0	2 2 6	4 12 6
Tweede jaar—			
Eerste kwartaal.....	2 15 0	2 6 9	5 1 9
Tweede kwartaal.....	3 0 0	2 11 0	5 11 0
en daarna.....	3 5 0	2 15 3	6 0 3

(ii) Vroulike werknemers:—

	Basiese loon.	Lewens-kostetoelae.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Gekwalifiseerde werknemers.....	2 10 0	2 2 6	4 12 6
Leerlinge:—			
Eerste jaar—			
Eerste kwartaal.....	1 10 0	1 5 6	2 15 6
Tweede kwartaal.....	1 15 0	1 9 9	3 4 9
Derde kwartaal.....	1 17 6	1 11 11	3 9 5
Vierde kwartaal.....	2 0 0	1 14 0	3 14 0
Tweede jaar—			
Eerste kwartaal.....	2 5 0	1 18 3	4 3 3
Tweede kwartaal.....	2 7 6	2 0 5	4 7 11
en daarna.....	2 10 0	2 2 6	4 12 6

(2) Die lewenskostetoelae wat in subartikel (1) van hierdie artikel voorgeskryf word, moet enige lewenskostetoelae insluit wat ingevolge 'n Oorlogsmaatreël betaalbaar is, en dit moet verminder word met dieselfde bedrag as wat die lewenskostetoelae verminder word ten opsigte van die betrokke loongroep ingevolge die bepaling van Oorlogsmaatreël No. 43 of enige maatreël waardeur dit vervang kan word.

(3) Behoudens die bepaling van subartikel (4) van hierdie artikel, kan niks in hierdie Ooreenkoms as gevolg hê dat die basiese loon van 'n werknemer in die nywerheid verminder word nie, en daar moet voortgegaan word om aan sodanige werknemer sy basiese loon te betaal, en hy is geregtig om dit te ontvang asof die basiese loon die minimum basiese loon ten opsigte van daardie werknemer is.

(4) Ondanks andersluidende bepalinge wat in hierdie Ooreenkoms vervat is, moet daar voortgegaan word om 'n werknemer die volgende te betaal, en is hy daartoe geregtig: Indien hy oorgeplaas word na 'n beroep in die nywerheid waarin hy nie voorheen gewerk het nie, minstens die totale besoldiging wat aan hom betaalbaar was onmiddellik voordat hy oorgeplaas is, tot die einde van die kwartaal waarin hy oorgeplaas is. Op elke betaaldag in die volgende kwartaal moet hy die totale besoldiging ontvang van minstens die bedrag wat net hoër is as die totale besoldiging wat hy ontvang het wat in die derde kolom van die tabelle in subartikel (1) voorkom met betrekking tot sy nuwe werk; op die eerste betaaldag van daardie kwartaal moet die werknemer bloot vir die doel om sy besoldiging te bereken, beskou word as 'n leerling wat begin werk met slegs daardie tydperk van ondervinding wat hom in staat sal stel om dieselfde totale besoldiging te verdien. Indien hierdie werknemer na sy vorige werk teruggaan, moet sy totale werklike ondervinding weer as sy ondervinding gereken word, en sy totale besoldiging mag nie minder wees as dié wat hy in daardie beroep ontvang het nie, min enige aftrekkings in lewenskostetoelae wat ingevolge die bepaling van subartikel (2) van hierdie artikel voorgekom het.

(5) Ondanks andersluidende bepalinge wat in hierdie Ooreenkoms vervat is, moet die verhogings waartoe 'n leerling geregtig word ingevolge die bepaling van subartikel (1) van hierdie artikel, op die eerste betaaldag van elke kwartaal betaal word op die basis van die leerling se ondervinding op die laaste werkdag van die vorige kwartaal.

(6) Ondanks andersluidende bepalinge wat in hierdie Ooreenkoms vervat is, moet die beginsalaris van 'n werknemer wat slegs in die kleremakery-op-maat vir dames en/of in die klerasie-nywerheid of kleremakery-op-maat vir mans ondervinding slegs buite die Unie van Suid-Afrika het, vasgestel word na 'n proeftyd van hoogstens twee weke deur die betrokke werkgever en werk-

(ii) All females mentioned in sub-clause (e) (i) of this clause who are employed on the under-basting of coats by hand, or shaping coats, and who have not had less than three years' and three months' experience, must receive not less than £3. 17s. 6d. per week plus a cost of living allowance of £3 5s. 11d. per week.

(f) Employees engaged on one or more of the following operations: Cleaning, folding, pinning of finished garments, stamping, marking, sorting, sloping, laying-up, patent turning, cutting by hand of any trimming (not being piece goods) to a given length or shape, feeding in to automatic roller presses or taking out of automatic roller presses:—

(i) Male employees:—

	Basic.	C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
Qualified employees.....	3 5 0	2 15 3	6 0 3
Learners:—			
First year—			
First quarter.....	2 0 0	1 14 0	3 14 0
Second quarter.....	2 2 6	1 16 2	3 18 8
Third quarter.....	2 5 0	1 18 3	4 3 3
Fourth quarter.....	2 10 0	2 2 6	4 12 6
Second year—			
First quarter.....	2 15 0	2 6 9	5 1 9
Second quarter.....	3 0 0	2 11 0	5 11 0
and thereafter.....	3 5 0	2 15 3	6 0 3

(ii) Female employees:—

	Basic.	C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
Qualified employees.....	2 10 0	2 2 6	4 12 6
Learners:—			
First year—			
First quarter.....	1 10 0	1 5 6	2 15 6
Second quarter.....	1 15 0	1 9 9	3 4 9
Third quarter.....	1 17 6	1 11 11	3 9 5
Fourth quarter.....	2 0 0	1 14 0	3 14 0
Second year—			
First quarter.....	2 5 0	1 18 3	4 3 3
Second quarter.....	2 7 6	2 0 5	4 7 11
and thereafter.....	2 10 0	2 2 6	4 12 6

(2) The cost of living allowance prescribed in sub-section (1) of this section shall include any cost of living allowance payable under any War Measure and shall be reduced by an amount equal to that of any reduction in the cost of living allowances payable in respect of the relevant wage group in terms of War Measure No. 43 or any measure by which it may be replaced.

(3) Save as provided in sub-section (4) of this section, nothing in this Agreement shall operate to reduce the basic wage of an employee in the industry, and such employee shall continue to be paid and be entitled to receive his basic wage as if such basic wage were the minimum basic wage in respect of that employee.

(4) Notwithstanding anything to the contrary contained in this Agreement, an employee who is transferred to an occupation in the industry in which he has not previously been engaged, shall, until the end of the quarter in which he was transferred, continue to be paid and be entitled to receive not less than the total remuneration he was being paid immediately prior to the transfer. On each pay day in the next quarter he shall receive a total remuneration of not less than the sum next higher than the total remuneration he was receiving appearing in the third column of the tables in sub-section (1) relating to his new occupation; on the first pay day of that quarter such employee shall solely for the purpose of calculating his remuneration, be deemed to be a learner starting with only that period of experience which would enable him to earn the same total remuneration. Should such an employee revert to his previous occupation his total actual experience shall again be regarded as his experience, and his total remuneration shall not be less than that which he received in that occupation, less any reductions in cost of living allowance that may have occurred in terms of sub-section (2) of this section.

(5) Notwithstanding anything to the contrary contained in this Agreement, the increases to which a learner may become entitled in terms of sub-section (1) of this section shall be paid on the first pay day of each quarter, on the basis of the learner's experience on the last working day of the previous quarter.

(6) Notwithstanding anything to the contrary contained in this Agreement, the commencing wage of an employee who has had only bespoke dressmaking experience and/or experience in the clothing industry or bespoke tailoring industry only outside the Union of South Africa, shall be determined, after a trial period

nemer in samewerking met die Raad. Daardie werknemer moet dan beskou word as 'n leerling wat begin werk met slegs daardie tydperk van ondervinding wat hom in staat sal stel om die totale besoldiging te verdien waartoe die werkgewer, werknemer en die Raad ooreengekom het.

5. TAAK- EN STUKWERK.

(1) Geen werknemer mag taak- of stukwerk in 'n inrigting verrig nie; met dien verstande dat 'n werkgewer met een of meer van sy werknemers kan ooreenkom om bonusse te betaal vir werk wat deur sodanige werknemer of werknemers bo die normale dag of week se werk verrig is en, onderworpe aan artikel 9, moet die werkgewer en die werknemer of werknemers eers onderling ooreenkom oor die normale dag of week se loon.

(2) Elke werkgewer wat verlang om 'n bonussstelsel in sy inrigting in te voer of om veranderinge in 'n stelsel wat alreeds in werking is, aan te bring, moet, voordat sodanige invoering of verandering in werking tree, die volgende inligting aan die Sekretaris van die Raad verstrek en die Raad se toestemming tot so 'n stelsel of verandering verkry; en geen bonussstelsel mag ingevoer of verander word nie tensy die Raad se toestemming eers verkry is:—

- (a) Die bonusskaal en die wyse van berekening van die bedrag wat as bonus betaalbaar is;
- (b) die tydperk ten opsigte waarvan sodanige bonus van tyd tot tyd bereken word;
- (c) die dag waarop die bedrag van die bonus wat deur 'n werknemer gedurende elke tydperk verdien is, betaalbaar is.

(3) Die bepalings van subartikel (2) hiervan mag nie as gevolg hê dat dit vir 'n werkgewer onwettig is om 'n bonussstelsel, waarvan hy die Raad kragtens enige vorige ooreenkomste van die nywerheid verwittig het, in werking te hou nie.

6. KORTTYD.

(1) As korttyd in 'n inrigting in werking is of ingevoer word, moet 'n werknemer wat nie verplig word om op 'n dag te werk nie, kennis daarvan ontvang nie later as sluitingstyd op die werkdag voor die dag waarop sy dienste nie vereis word nie.

(2) 'n Werknemer wat op 'n dag in die inrigting aanwesig is, moet minstens vier uur werk verrig of in plaas daarvan besoldig word, tensy hy kragtens subartikel (1) van hierdie artikel in kennis gestel is dat sy dienste nie op daardie dag vereis word nie.

(3) Die werk moet gelykop tussen die werknemers in elkeen van die betrokke onderafdelings of afdelings verdeel word, indien daar nie voltyds in 'n inrigting gewerk word nie.

7. BETALING VAN BEDRAE WAT AAN WERKNEMERS VERSKULDIG IS.

(1) Onderworpe aan die bepalings van subartikel (5) van artikel 14 van hierdie Ooreenkomste, moet lone en ander bedrae wat aan werknemers verskuldig is, weekliks gedurende werke op Vrydag in kontant betaal word; met dien verstande dat as 'n werknemer se dienste op 'n dag, uitgesonderd 'n Vrydag, eindig, alle bedrae wat aan hom verskuldig is onmiddellik by sodanige beëindiging betaal moet word; en voorts met dien verstande dat as die werknemer korttyd werk, of die gewone betaaldag op 'n vakansiedag val, besoldiging kragtens hierdie subartikel moet geskied voordat die werknemer sy werk vir die week beëindig.

(2) Geen bedrag van watter aard ook al, mag van bedrae wat aan 'n werknemer verskuldig is, afgetrek word nie; met dien verstande dat—

- (a) indien 'n werknemer van die werk afwesig is, 'n bedrag *pro rata* vir die tyd waarin geen werk verrig is nie, afgetrek kan word;
- (b) waar korttyd, onderworpe aan die bepalings van artikel 6 (1) van hierdie Ooreenkomste, ingevoer is, werknemers vir die tyd wat hulle werklik gewerk het, besoldig kan word;
- (c) as 'n werkgewer, onderworpe aan die bepalings van artikel 13 van hierdie Ooreenkomste, sy inrigting gedurende die maand Desember en/of Januarie vir 'n tydperk van hoogstens vier weke weens die vakansietyd sluit, die werkgewer nie verplig is om lone te betaal vir die tyd waarin geen werk verrig is nie;
- (d) as 'n werkgewer die werknemer van tee voorsien, hy nege pennies per week van sy loon kan aftrek;
- (e) die werkgewer met die toestemming van die werknemer bedrae vir versekerings of pensioenfondse of vir bydraes tot die fondse van die vakvereniging, of vir kunstande en ander tandheelkundige werk waarvoor andersins geen voorsiening gemaak is nie, kan aftrek;
- (f) bydraes tot die fondse van die Raad wat kragtens artikel 20 van hierdie Ooreenkomste afgetrek moet word;
- (g) bydraes tot die siektgebystandsvereniging wat kragtens die bepalings van artikel 21 van hierdie Ooreenkomste afgetrek moet word;
- (h) die koste van skêre wat aan werknemers ingevolge die bepalings van artikel 16 van hierdie Ooreenkomste verskaf word, afgetrek kan word;
- (i) indien daar geen werk vir die werknemer te verrig is nie weens stilstand van masjinerie, die werkgewer bedrae van die loon van die werknemer slegs vir verlore tyd bo twee uur kan aftrek;
- (j) enige bedrag afgetrek kan word wat 'n werkgewer ten behoeve van 'n werknemer betaal ter nakoming van 'n wet of 'n bevel van die Hof;
- (k) met die skriftelike toestemming van die werknemer, bedrae van lone, lewenskostoelae en/of verlofbesoldiging afgetrek kan word vir bedrae wat aan die werkgewer verskuldig is ten opsigte van geld wat deur die werknemer geleen of goedere wat deur hom gekoop is.

not exceeding two weeks, by the employer and employee concerned in conjunction with the Council. That employee shall then be deemed to be a learner starting with only that period of experience which would enable him to earn the total remuneration agreed by the employer, employee and the Council.

5. TASK-WORK AND PIECE-WORK.

(1) No employee shall be employed on task-work or piece-work in any establishment, provided that an employer may agree with any one or more of his employees for the payment of bonuses for any work performed by such employee or employees in excess of the normal day's or week's work, the normal day's or week's work subject to section 9 having been mutually agreed upon between the employer and the employee or employees.

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

- (a) the rate of the bonus and the method of calculating the amount payable as a bonus;
- (b) the period in respect of which the bonus is calculated from time to time;
- (c) the day upon which the amount of the bonus earned by an employee during each such period is payable.

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

6. SHORT-TIME.

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

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

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

7. PAYMENTS OF AMOUNTS DUE TO EMPLOYEES.

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

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

- (a) where an employee is absent from work a *pro rata* amount for the actual time lost may be deducted from his total remuneration;
- (b) subject to the provisions of section 6 (1) of this Agreement, where short time has been introduced, the employee may be paid for the actual time worked;
- (c) subject to the provisions of section 13 of this Agreement where an employer closes an establishment during the months of December and/or January, due to holiday recess, for a period not exceeding four weeks, the employer shall not be obliged to pay wages for the time lost;
- (d) where an employer supplies an employee with tea he may deduct ninepence per week from his wages;
- (e) with the consent of the employee, deductions may be made by an employer for insurance or pension funds, or for contributions to the funds of the trade union or for dental plates and other dental work not otherwise provided for;
- (f) contributions to Council funds shall be deducted in terms of section 20 of this Agreement;
- (g) contributions to the Medical Aid Society shall be deducted in terms of section 21 of this Agreement;
- (h) the cost of scissors supplied to employees may be deducted in terms of section 16 of this Agreement;
- (i) if, owing to the stoppage of machinery, no work is available for an employee, deductions may be made by the employer from the wage of such employee only for the time lost in excess of two hours;
- (j) any amount paid by an employer on behalf of an employee in order to comply with any law or order of Court, may be deducted;
- (k) with the written consent of an employee deductions may be made from wages, cost of living allowance and/or holiday pay for amounts owing to the employer in respect of money borrowed or goods purchased by the employee from the employer.

(3) Alle besoldiging moet aan die werknemers in verseëde koeferte betaal word, wat deur die werkgewers bewaar moet word en waarop onderstaande besonderhede moet voorkom:—

Naam en fabrieksnommer van werknemer, basiese loon, lewenskostetoelae, getal ure waarin werk verrig is, bedrag verdien vir die tyd waarin werk verrig is, bedrag aan bonusse verdien, bedrag van verlofbesoldiging wat verskuldig is, besonderhede in verband met alle aftrekkings van die bedrae, die bedrag wat in die koefert verskyn en die week waarvoor lone betaal word.

(4) Besonderhede met betrekking tot alle aftrekkings wat geskied, moet in die loonregister verskyn.

8. GETALLEVERHOUDING VAN WERKNEMERS.

In elke inrigting moet 'n gekwalifiseerde werknemer in diens wees voordat 'n ongekwalifiseerde werknemer in diens geneem word en vir elke gekwalifiseerde werknemer mag hoogstens twee ongekwalifiseerde werknemers in diens wees; met dien verstande dat die getalleverhouding van werknemers wat kragtens die bepalings van artikel 4 (1) (f) betaal word, vir die toepassing van hierdie artikel afsonderlik van ander werknemers bereken moet word.

9. WERKURE.

(1) Geen werkgewer mag sy werknemer verplig of toelaat om—

- (a) meer as 40 uur, met uitsondering van etensure te werk nie; of
- (b) meer as vyf dae in 'n week te werk nie;
- (c) op Saterdag of Sondag te werk nie;
- (d) meer as agt uur, uitgesonderd etensure, op een dag te werk nie;
- (e) voor 7.30 v.m. of na 4.45 n.m. of gedurende die rustye soos in hierdie artikel bepaal of tussen 12.30 n.m. en 1.30 n.m. op enige dag van Maandag tot en met Vrydag te werk nie;
- (f) sonder 'n eetpouse van minstens een uur vir langer as vyf uur te werk nie;

uitgesonderd kragtens die bepalings van artikel 10 van hierdie Ooreenkoms.

(2) Ondanks die bepalings van subartikel (1) van hierdie artikel, kan 'n werkgewer sy werknemer verplig of toelaat om oortydwerk te verrig, onderworpe aan die bepalings van artikel 10; met dien verstande dat geen werkgewer 'n vroulike werknemer mag verplig of toelaat om die volgende oortydwerk te doen nie:—

- (a) Meer as twee uur op een werkdag;
- (b) op meer as drie agtereenvolgende dae;
- (c) meer as tien uur in 'n kalenderweek;
- (d) op meer as sestig dae in 'n jaar;
- (e) na voltooiing van haar gewone werkure, meer as een uur op 'n dag, tensy hy—
 - (i) die werknemer voor twaalfuur in die dag daarvan in kennis gestel het; of
 - (ii) die werknemer van 'n behoorlike ete voorsien het voor sy met oortydwerk moet begin; of
 - (iii) die werknemer betyds 'n toelae van een sjieling en ses pennies betaal het om die werknemer in staat te stel om 'n ete te verkry voordat die oortydwerk gaan begin.

(3) Rustye van minstens tien minute waarin geen werk verrig mag word nie, moet aan elke werknemer toegestaan word nie later as twee uur na die aanvang van die oggendwerktydperk nie, en so na as moontlik aan die middel van die namiddagwerktydperk en sodanige rustyd word as tyd beskou waarin werk verrig is. Eetgerei en kookwater om tee te maak, moet deur die werkgewer verskaf en tot beskikking van die werknemers aan die begin van elke rustydperk gestel word, asook om 12.30 n.m. op elke dag van Maandag af tot en met Vrydag.

(4) Bo en behalwe die rustye wat in subartikel (3) van hierdie artikel vasgestel is, moet 'n rustyd van vyf minute wat as werktid beskou word, na voltooiing van elke uur se werk aan werknemers toegestaan word wat by 'n bandvervoerstelsel in diens is.

10. OORTYD- EN SONDAGWERK.

(1) Oortydwerk, d.w.s. tyd waarin werk buite die gewone werkure van 'n inrigting verrig word, mag nie sonder die skriftelike toestemming van die Raad verrig word nie.

(a) Besoldiging vir oortydwerk moet teen onderstaande minimum loonskaal geskied: Teen anderhalfmaal die uurloon vir elke uur of gedeelte van 'n uur waarin werk aldus op werkdag verrig word, met inbegrip van Saterdag.

(b) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer; of—

- (i) die werknemer minstens dubbel die loon betaal wat betaalbaar is t.o.v. die tydperk waarin hy op 'n weekdag gewoonlik werk; of
- (ii) die werknemer besoldig teen 'n loonskaal van een en een-derde maal die gewone besoldiging t.o.v. die algehele tydperk waarin werk op 'n Sondag verrig is, en binne sewe dae van sodanige Sondag af een verlofdag met volle besoldiging aan hom toegestaan.

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

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

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

8. PROPORTION OR RATIO OF EMPLOYEES.

In any establishment a qualified employee shall be employed before an unqualified employee is employed and for each qualified employee not more than two unqualified employees shall be employed, provided that for the purposes of this section, the ratio of employees paid in terms of section 4 (1) (f) shall be calculated separately from that of other employees.

9. HOURS OF WORK.

(1) No employer shall require or permit an employee—

- (a) to work for more than 40 hours, excluding meal times, in any one week; or
- (b) to work for more than five days in any one week;
- (c) to work on Saturdays or Sundays;
- (d) to work for more than 8 hours, excluding meal times, on any one day;
- (e) to work before 7.30 a.m. or later than 4.45 p.m. or during the rest intervals provided in this section or between 12.30 p.m. and 1.30 p.m. on any day from Monday to Friday inclusive;
- (f) to work for longer than five hours without a meal time of at least one hour;

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

(2) Notwithstanding the provisions of sub-section (1) of this section, an employer may require or permit an employee to work overtime, subject to the provisions of section 10, provided that no employer shall require or permit a female employee to work overtime—

- (a) for more than two hours on any working day;
- (b) on more than three consecutive days;
- (c) for more than ten hours in any calendar week;
- (d) on more than sixty days in any year;
- (e) 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 one shilling and sixpence in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) Rest intervals of not less than ten minutes, during which no work shall be performed, shall be allowed to each employee not later than two hours after the commencement of the morning work period and as nearly as practicable in the middle of the afternoon work period, and such intervals shall be regarded as time worked. Utensils and boiling water for making tea shall be provided by the employer and be made available for the employees at the commencement of each rest interval and also at 12.30 p.m. every day from Monday to Friday inclusive.

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

10. OVERTIME AND SUNDAY WORK.

(1) Overtime, that is time worked outside the usual working hours of the establishment, may not be worked except with the written permission of the Council.

(a) Payment for overtime worked shall be made at the following minimum rate: At the rate of one and one-half times the hourly wage for each hour or part of an hour so worked on weekdays, including Saturdays.

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

- (i) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a week day; or
- (ii) pay the employee remuneration at the rate of one and one-third times his ordinary remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday on full pay.

(2) Geen werknemer mag verplig word om sonder sy toestemming oortyd te werk nie.

(3) Geen werknemer mag ontslaan of in sy werk benadeel word omdat hy geweier het om oortydwerk te doen nie.

(4) Geen vroulike werknemer mag oortydwerk tussen 6-uur nm. en 6-uur vm. verrig nie.

(5) Ondanks die bepalings van hierdie artikel, kan 'n werk-gewer, ten einde tyd in te haal wat verloor is omdat geen werk op 'n openbare vakansiedag (uitgesonderd dié genoem in artikel 13 van hierdie Ooreenkoms) verrig is nie, sy werknemers toelaat om op enige dag, uitgesonderd 'n Sondag, voor of na die openbare vakansiedag oortydwerk teen gewone loonskale te verrig; met dien verstande dat die goedkeuring van die Raad vooraf verkry word.

11. BUITEWERK.

Geen werk-gewer in die nywerheid mag werk vir vervaardigings-doeleindes uitgee nie, uitgesonderd in 'n fabriek wat geregistreer is kragtens artikel 12 van hierdie Ooreenkoms; ewemin mag hy 'n werknemer verplig of hom toelaat om enige werk in die klerasiennywerheid te verrig, uitgesonderd in 'n inrigting wat deur die werk-gewer voorsien, toegerus, onderhou en beheer word.

12. REGISTRASIE VAN FABRIEK.

Elke houer van 'n fabriek waarin werk i.v.m. die klerasiennywerheid verrig word, moet binne een maand van die datum af waarop hierdie Ooreenkoms in werking tree, as hy dit nie reeds ingevolge 'n vorige Ooreenkoms gedoen het nie, en elke persoon wat na dié datum 'n werk-gewer word, moet binne een maand van die datum af waarop sy werksaamhede 'n aanvang neem, die Sekretaris van die Raad skriftelik in kennis stel van die adres waar dié fabriek geleë is, die naam of name van die houer en/of vennote van die betrokke besigheid, of indien dit 'n maatskappy met beperkte aanspreeklikheid is, die name van die sekretaris en direkteure. Daarna moet die Sekretaris van die Raad 'n registrasiesertifikaat, deur hom onderteken, aan die houer uitreik. Vervaardiging van klerasie mag alleen geskied in 'n fabriek wat ingevolge hierdie artikel geregistreer is. In die geval van 'n verandering in die personeel van die vennootskap of firma, of verandering van adres van die fabriek of die oordrag of ontbinding daarvan, moet dié verandering of veranderings binne twee weke by die Sekretaris van die Raad aangemeld word.

13. VAKANSIEVERLOF.

(1) Onderworpe aan die bepalings van subartikel (2) van hierdie artikel, moet elke werk-gewer elke jaar gedurende die maand Desember en op of voor die 24ste aan elkeen van sy werknemers wat van 'n datum af voor die eerste dag van Februarie van dieselfde jaar in sy diens was en wie se diens nie voor 1 Desember beëindig is nie, drie weke vakansieverlof met volle besoldiging toestaan; met dien verstande dat verlofbesoldiging kragtens subartikel (2) van hierdie artikel aan 'n werknemer betaal moet word wat gedurende 'n jaar vir 'n aaneenlopende tydperk van twaalf weke of meer van sy werk afwesig was. Die vakansiebesoldiging wat ingevolge hierdie subartikel verskuldig is, moet voor of op die werknemer se laaste werkdag voor die aanvang van die tydperk van verlof deur die werk-gewer betaal word.

(2) 'n Werknemer—

(a) wat op of na die eerste dag van Februarie in enige jaar vir 'n werk-gewer begin werk het; of

(b) wat voor die eerste dag van Februarie in enige jaar vir 'n werk-gewer begin werk het en wie se diens voor die eerste dag van Desember van dieselfde jaar geëindig het;

moet, indien sy dienskontrak met dieselfde werk-gewer vir 'n tydperk van minstens vier weke in dié jaar geduur het 'n bedrag betaal word gelyk aan 6 persent van die gesamentlike bedrag wat hy ontvang het ten opsigte van dié diens in plaas van verlof vir daardie jaar, met uitsondering van bedrae wat hy ontvang het as bonus ingevolge artikel 5, of as oortydbesoldiging ingevolge artikel 10 van hierdie Ooreenkoms. Die werk-gewer moet die verlofbesoldiging wat ingevolge hierdie subartikel verskuldig is op of voor die laaste werkdag van daardie jaar betaal of, indien die werknemer sy diens voor daardie dag beëindig, op die dag waarop hy die werk-gewer se diens verlaat.

(3) By berekening van die bedrag waarvolgens die verlofbesoldiging van 6 persent ingevolge subartikel (2) van hierdie artikel bereken moet word, moet tydperke van afwesigheid van minder as een week beskou word as tyd waarin werk verrig is, ingeval die afwesigheid veroorsaak is deur—

(a) korttyd; of

(b) siekte (en 'n doktersertifikaat verskaf is);

en dié bedrae wat aan 'n werknemer betaal sou word as hy nie gedurende daardie tydperk afwesig was nie, moet, ten einde sy verlofbesoldiging te bereken, beskou word as bedrae wat werklik deur hom ontvang is.

(4) Elke werk-gewer moet Nuwejaarsdag, Goeie-Vrydag, Paas-maandag, Meidag (1 Mei), Gelofte-dag (16 Desember) en Kersdag as vakansiedae met besoldiging aan elkeen van sy werknemers toestaan en op daardie ses dae mag geen werk-gewer of werknemer onderskeidelik werk laat verrig of werk verrig nie.

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

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

(4) No female employee may work overtime between the hours of 6 p.m. and 6 a.m.

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

11. OUTWORK.

No employer in the industry shall give out work to be manufactured except in a factory registered in terms of section 12 of this Agreement, nor shall he require or permit any employee to perform any work in the Clothing Industry other than in an establishment provided, equipped, maintained and controlled by the employer.

12. REGISTRATION OF FACTORY.

Every occupier of a factory in which any operations in the Clothing Industry are carried on shall, within one month from the date on which this Agreement comes into operation, if he has not already done so pursuant to any previous agreement, and every person who becomes an employer after that date, shall within one month from the date of commencement of operations by him, notify the Secretary of the Council in writing of the address of the premises in which such factory is located, the name/s of the occupier and/or 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 a registration certificate signed by him. No manufacture of clothing shall be performed elsewhere than in a factory registered in terms of this section. In the event of a change in the personnel of the partnership or firm or the change of address of the factory or its transfer or abandonment, the Secretary of the Council shall be notified in writing of such change or changes within two weeks from the date of the change.

13. HOLIDAY LEAVE.

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

(2) An employee—

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

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

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

(3) In computing the amount upon which the six per cent holiday pay is to be calculated in terms of sub-section (2) of this section, periods of absence of less than one week shall be considered as time worked where such absence is caused by—

(a) short-time; or

(b) illness in respect of which a doctor's certificate is produced;

and such amounts as would have been payable to an employee had he not been absent during such period shall be deemed to be amounts actually received by him for the purpose of calculating his holiday pay.

(4) Every employer shall grant to each of his employees New Year's Day, Good Friday, Easter Monday, May Day (1st May), the Day of the Covenant (16th December), and Christmas Day as paid holidays, and no employer shall employ an employee and no employee shall work on these six days.

(5) Indien 'n werkgewer sy fabriek kragtens subartikel (1) van hierdie artikel sluit vir 'n tydperk wat Gelofte-dag, Kersdag of Nuwejaarsdag insluit, moet dié werkgewer ten opsigte van elke dag 'n volle dag se loon betaal aan elkeen van sy werknemers in sy diens op die dag wat hy sy fabriek aldus sluit en daarbenewens aan elke werknemer wie se dienskontrak op of na die eerste dag van Desember eindig, maar voor die datum waarop hy sy fabriek sluit; met dien verstande dat die betrokke werknemer onmiddellik voor die eerste dag van Desember vir 'n tydperk van minstens ses maande ononderbroke in sy werkgewer se diens was; voorts met dien verstande dat die kontrak nie deur die betrokke werknemer beëindig word of dat hy nie om enige goeie rede wat by wet as voldoende erken word, op staande voet ontslaan word nie.

Met dien verstande dat die bepalinge van hierdie subartikel nie van toepassing is ingeval die werkgewer sy fabriek sluit met die doel om werk in die nywerheid onmiddellik te staak nie.

(6) Ingeval Meidag op 'n Sondag val, moet die werkgewer aan elkeen van sy werknemers 'n ekstra dag se loon op die eerste betaaldag na 1 Mei betaal of aan elkeen van sy werknemers Maandag, 2 Mei, as 'n verlofdag met besoldiging toestaan.

(7) Vir die toepassing van hierdie artikel beteken „dag se loon” die „uurloon” vermenigvuldig met agt.

(8) Ondanks die bepalinge van subartikel (2) van artikel 7, kan 'n werkgewer sy inrigting op enige wetlike vakansiedag wat nie in subartikel (4) van hierdie artikel genoem word nie, sluit en in dié geval is hy nie verplig om ten opsigte van so 'n dag lone te betaal nie, mits hy sy werknemers deur middel van 'n kennisgewing wat op 'n opvallende plek in sy inrigting vertoon word, minstens 24 uur voor die gewone begintyd kennis geege het van sy voorneme om die inrigting op daardie dag te sluit.

14. DIENSBEÏNDIGING.

(1) Onderworpe aan die bepalinge van subartikel (1) (d), (e) en (f) van hierdie artikel, moet 'n werkgewer of werknemer vir die beëindiging van die dienskontrak skriftelike kennis van minstens vyf werkdag gee wat vir die toepassing van hierdie artikel verlofdag met besoldiging insluit en in werking tree op die werkdag wat op die dag volg waarop dit bekendgemaak is; met dien verstande dat dit nie inbreuk op onderstaande maak nie:—

- (a) Die werkgewer of werknemer se reg om die dienskontrak sonder kennisgewing te beëindig weens 'n oorsaak wat wetlik as voldoende beskou word;
- (b) 'n ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n langer tydperk van kennisgewing as een week; voorts met dien verstande dat—
- (c) 'n werkgewer 'n werknemer 'n loon kan betaal in plaas van die tydperk van kennisgewing soos voorgeskryf, of waarvoor kragtens subartikel (1) (b) ooreengekom is;
- (d) 'n werknemer wat korttyd werk, sy diens sonder voorafgaande kennisgewing kan beëindig;
- (e) die eerste vyf werkdag van die diens tyd van 'n werknemer (tensy andersins in 'n skriftelike ooreenkoms aangedui) as 'n proeftyd beskou moet word en so 'n diens of deur die werkgewer of deur die werknemer op enige tyd binne die proeftyd sonder kennisgewing beëindig kan word;
- (f) werknemers wat maandeliks betaal word, minstens een maand skriftelike kennis moet gee of gegee moet word wat in werking tree op die eerste dag van die maand wat volg op dié waarin kennis gegee word.

(2) 'n Werknemer wat afgedank word in die loop van 'n tydperk van kennis wat gegee word kragtens die bepalinge van subartikel (1) van hierdie artikel, moet volle besoldiging vir so 'n week ontvang.

(3) Geen werkgewer mag 'n werknemer ontslaan weens die werknemer se afwesigheid van werk as gevolg van—

- (a) siekte nie; met dien verstande dat—
 - (i) die werkgewer binne drie dae na die aanvang van die siekte daarvan in kennis gestel is;
 - (ii) by die werknemer se terugkeer na werk 'n geneesheer se sertifikaat vir die tydperk van afwesigheid ingedien word;
 - (iii) die tydperk van afwesigheid hoogstens 30 dae of in dié geval van 'n bevalling, twaalf weke is;
- (b) indien hy met verlof afwesig is, met die skriftelike toestemming van sy werkgewer.

(4) Onderworpe aan die bepalinge van subartikel (3) van hierdie artikel, kan die diens van 'n werknemer wat vir 'n tydperk van vyf agtereenvolgende werkdag van die werk afwesig is sonder om sy werkgewer daarvan skriftelik in kennis te stel, deur die werkgewer sonder kennisgewing soos by subartikel (1) vereis, beëindig word.

(5) In the event of an employer closing his factory, in terms of sub-section (1) of this section, for a period which includes the Day of Covenant, Christmas Day, or New Year's Day, such employer shall pay a full day's pay in respect of each such day to each of his employees in his employ on the date he so closes his factory and in addition to each employee whose contract of service is terminated on or after the first day of December, but before the date he closes his factory, provided that the employee concerned has been in the continuous employment of his employer for a period of not less than six months immediately prior to the first day of December, and provided further that the contract is not terminated by the employee concerned or that he is not summarily dismissed for any good cause recognised by law as sufficient.

Provided that the provisions of this sub-section shall not apply to cases where the reason for the employer closing his factory is his intention forthwith to discontinue business in the industry.

(6) In the event of May Day falling on a Sunday the employer shall pay to each of his employees an extra day's pay on the first pay day after the 1st May or grant to each of his employees Monday, 2nd May as a paid holiday.

(7) For the purpose of this section “day's pay” means the “hourly wage” multiplied by eight.

(8) Notwithstanding the provisions of sub-section (2) of section 7 an employer may close his establishment on any statutory public holiday not mentioned in sub-section (4) of this section and in that event shall not be obliged to pay wages in respect of any such day; provided that he has notified his employees of his intention to close the establishment on such day, by a notice which shall be posted in a prominent place in his establishment at least 24 hours before the usual starting time.

14. TERMINATION OF EMPLOYMENT.

(1) Subject to the provisions of sub-sections (1) (d), (e) and (f) of this section, written notice of not less than five working days which for the purposes of this section shall include paid holidays, to take effect from the working day following that on which it is given, shall be given by an employer or an employee to terminate a contract of service; provided 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 wages for and in lieu of the period of notice prescribed or agreed upon in terms of sub-section (1) (b);
- (d) an employee who is working short-time may terminate his employment without giving notice;
- (e) the first five working days of the period of employment of an employee by an employer shall (unless otherwise stated in a written agreement) be deemed to be a trial period and such employment may be terminated either by the employer or the employee at any time within such trial period without notice
- (f) monthly paid employees shall give or be given not less than one calendar month's notice, in writing, to take effect from the first day of the month following that in which notice is given.

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

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

- (a) through illness, provided that—
 - (i) the employer is notified within three working days of the commencement of such illness;
 - (ii) a medical certificate for the period of absence is produced on the employee's return to work;
 - (iii) the period of absence from work does not exceed 30 days, or in the case of confinement, twelve weeks;
- (b) on leave, the permission of the employer having been obtained in writing.

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

(5) Wanneer 'n werkgewer 'n werknemer ingevolge subartikel (4) ontslaan, moet skriftelike kennis van sodanige beëindiging aan die Sekretaris van die Raad gegee word. So 'n kennisgewing aan die Raad moet vergesel wees van die dienskaart, asook enige lone of ander bedrae wat by beëindiging aan die werknemer verskuldig is om op aanvraag aan die werknemer te oorhandig.

Die bepaling van hierdie subartikel is *mutatis mutandis* van toepassing op diensbeëindiging ingevolge subartikel (1) (a).

(6) As 'n werknemer sonder kennisgewing vertrek of sonder opgawe van redes afwesig is, moet die werkgewer sy dienskaart nie voor die sesde en nie later as die elfde dag van afwesigheid aan die Nywerheidsraad stuur nie.

15. PREMIES.

'n Werkgewer mag geen premies vir die opleiding van 'n werknemer vorder of aanneem nie.

16. GEREEDSKAP.

(1) Elke werkgewer moet skêre aan sy werknemers wat dit vir hul werk nodig het, verskaf teen die prys wat die werkgewer daarvoor betaal het.

(2) Die prys van die skêre kan van die loon van 'n werknemer in weeklikse paaielemente van hoogstens 1s. afgetrek word. Die skêr moet deur die werkgewer kosteloos geslyp en in goeie toestand gehou word.

17. BESTAANDE KONTRAKTE.

Elke dienskontrak wat op die datum van inwerkingtreding van hierdie Ooreenkoms van krag is of na sodanige datum aangegaan word, is onderworpe aan die bepalinge van hierdie Ooreenkoms.

18. INDIENSNEMING EN DIENSBEËINDIGING.

(1) Voordat die werkgewer 'n applikant wat werk soek, in diens neem, moet hy die applikant verplig om 'n dienskaart aan hom voor te lê wat deur die Raad uitgereik is en wat in die vorm van Aanhangsel A van hierdie Ooreenkoms moet wees; met dien verstande dat 'n tydperk van sewe dae kan verloop in die geval van persone wat nog nie van tevore in die nywerheid in Transvaal in diens was nie, voordat die indiening van die dienskaart verpligtend is.

Onmiddellik na ontvangs van die kaart moet die werkgewer op die dienskaart die naam van die fabriek, asook die bedryf van die werknemer, die datum van indienseeming en loon tydens indienseeming inskryf, en die kaart daarna aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur, soos in subartikel (3) van hierdie artikel bepaal.

(2) 'n Afskrif van alle inligting wat die Raad verlang, moet so spoedig moontlik uit die dienskaart verkry word, en daarna moet die kaart aan die werkgewer terugbesorg en deur hom bewaar word, totdat die werknemer sy diens verlaat, waarna die werkgewer die datum van diensbeëindiging, die loon by dié beëindiging, en die totale tydperk waarin die werknemer in sy diens was, op die kaart aanbring en dit aan die werknemer oorhandig. Daarop moet die werknemer sy dokterskaart vir sy dienskaart inruil; met dien verstande dat, indien die werknemer nie by magte is om sy dokterskaart in te lewer nie, die werkgewer onmiddellik die dienskaart na die Raad se kantoor moet stuur waar die werknemer aansoek om die dienskaart kan doen.

(3) Op die eerste dag van elke week moet die werkgewer 'n verslag van indienseeming en diensbeëindiging vir die vorige sewe dae inlewer, wat in die vorm van Aanhangsel D moet wees. Die werkgewer moet die naam en nommer van elke werknemer wat in daardie tydperk in diens geneem is, in die twee linkerhandse kolomme en die naam en nommer van elke werknemer wie se diens tydperk beëindig is asook die datum van diensbeëindiging in die drie regterhandse kolomme invul en die vorm voor of op die tweede dag van elke week, tesame met die dienskaarte van die werknemers wat in diens geneem is en die dokterskaarte van die werknemers wie se diens beëindig is, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur.

19. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms aan of ten opsigte van 'n persoon verleen weens hoë ouderdom of gebrek of om enige ander goeie of voldoende rede; met dien verstande dat geen vrystelling van die bepalinge van subartikel 10 (4) verleen word nie tensy die werk deur 'n noodtoestand vereis word.

(2) Die Raad moet die voorwaardes vasstel waarvolgens sodanige vrystelling verleen word en die tydperk waarvoor die vrystelling van krag bly en kan na goeie dunde, en nadat een week skriftelike kennis aan die betrokke persone gegee is, die vrystelling herroep, of die tydperk waarvoor vrystelling verleen is, verloop het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig die bepalinge van hierdie artikel verleen word, 'n sertifikaat deur hom onderteken, uitreik, waarin vermeld word—

(a) die naam van die betrokke persoon voluit;

(b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;

(5) Whenever an employer terminates the services of an employee in terms of sub-section (4) notice of such termination shall be given by notifying the Secretary of the Council, in writing. Any such notification to the Council shall be accompanied by the employee's service card and 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-section (1) (a).

(6) If an employee leaves without notice or is unaccountably absent, the employer shall send his service card to the Industrial Council not earlier than the sixth nor later than the 11th day of such absence.

15. PREMIUMS.

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

16. TOOLS.

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

(2) The cost of such scissors may be deducted from the employee's wages in weekly instalments of not more than 1s.

The employer shall keep the scissors sharpened and in good order, free of charge.

17. EXISTING CONTRACTS.

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

18. ENGAGEMENTS AND TERMINATIONS OF EMPLOYMENT.

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

The employer shall, immediately on receipt of such card, enter in the service card the name of his factory, occupation of employee, date of engagement and wage on engagement and forward the card to the Secretary of the Council, P.O. Box 5101, Johannesburg, as provided in sub-section (3) of this section.

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

(3) On the first day of every week the employer shall render a report of engagements and terminations during the previous seven days, which shall be in the form of Annexure D. The employer shall enter the name and number of each employee engaged during that period in the two left-hand columns and the name and number of each employee whose services have terminated and the date of such termination in the three right-hand columns and post the form not later than the second day of each week, together with the service cards of the employees engaged and the doctors' cards of the employees whose services have terminated, to the Secretary of the Council, P.O. Box 5101, Johannesburg.

19. EXEMPTIONS.

(1) The Council may on account of old age or infirmity or for any other good or sufficient reason, grant to or in respect of any person, exemption from any of the provisions of this Agreement, provided that no exemption shall be granted from the provisions of sub-section 10 (4), unless such work is necessitated by an emergency.

(2) The Council shall fix the conditions subject to which such exemption is granted, and the period during which it shall operate, and may after one week's notice, in writing, to the persons concerned, withdraw such exemption, whether or not the period for which it was granted has expired.

(3) The Secretary of the Council shall issue to every person exempted in accordance with the provisions of this section, 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) die voorwaardes wat ooreenkomstig die bepalings van sub-artikel (2) van hierdie artikel vasgestel is waarvolgens 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;
 - (b) van elke sertifikaat wat uitgereik word 'n afskrif hou; en
- (c) indien vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.
- (5) Die bepalings van 'n vrystellingsertifikaat wat kragtens hierdie artikel uitgereik is, moet deur elke werkgewer nagekom word.

20. RAADSFONDSE.

Die fondse van die Raad wat berus by en beheer word deur die Raad word soos volg voorsien:—

Elke werkgewer moet op elke betaaldag van elke week en van die eerste betaaldag af nadat hierdie Ooreenkoms in werking tree, 3d. aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word; met dien verstande dat niks afgetrek mag word van die loon van 'n werknemer wat in die week waarvoor die aftrekkings verskuldig is, minder as twee dae gewerk het nie; en voorts met dien verstande dat bedrae van die verlofbetaling wat aan elke werknemer betaal word as die inrigting ooreenkomstig die bepalings van artikel 13 (1) van hierdie Ooreenkoms sluit, afgetrek moet word vir die aantal weke waarvoor bedrae afgetrek moes gewees het as die fabriek nie aldus gesluit het nie en die werknemer gedurende daardie tydperk gewerk het.

Die totale bedrag wat aldus afgetrek word, tesame met 'n gelyke bedrag wat deur die werkgewer bygedra word asook 'n staat in die vorm van Aanhangsel B moet deur laasgenoemde binne twee weke na die end van die maand waarin die aftrekkings verskuldig is aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, gestuur word.

21. MEDIESE HULPVERENIGING.

(1) Hierby word die werksaamhede van die mediese hulpvereniging voortgesit wat ingevolge die bepalings van die Raad se vorige ooreenkomste ingestel is, en bekend is as die Mediese Hulpvereniging vir die Klerasiywerheid, Transvaal, wat in hierdie artikel die „vereniging” genoem word.

(2) Elke werkgewer moet op die betaaldag van elke week en met ingang van die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, die bedrae van elkeen van sy werknemers aftrek vir wie minimum lone in hierdie Ooreenkoms voorgeskryf is, en die bedrag vir sodanige werknemers soos hieronder uiteengesit, bydra; met dien verstande dat niks van die loon van 'n werknemer wat in die week waarvoor die aftrekkings verskuldig is, minder as twee dae gewerk het, afgetrek mag word nie; en voorts met dien verstande dat bedrae van die verlofbesoldiging wat aan elke werknemer betaal word as die inrigting ooreenkomstig die bepalings van artikel 13 (1) van hierdie Ooreenkoms sluit, afgetrek moet word vir die aantal weke waarvoor bedrae afgetrek moes gewees het as die fabriek nie aldus gewerk het nie, en die werknemer gedurende daardie tydperk gewerk het.

- (a) Een sjieling en ses pennies van die loon van elke werknemer vir wie minimum lone in hierdie Ooreenkoms voorgeskryf is, moet op elke betaaldag afgetrek word.
- (b) Elke werkgewer moet een sjieling vir elke werknemer by die totale bedrag voeg wat kragtens subartikel (a), van hierdie artikel ingevorder is.
- (c) Benewens die bedrag wat ingevolge die bepalings van sub-artikel (a) van hierdie artikel vasgestel is, moet 'n verdere bedrag van ses pennies van die loon van elke werknemer wie se loon £3. 10s. (uitgesonderd lewenskostoelae) per week of meer is, afgetrek word, of, in die geval van manlike werknemers wie se lone sonder die lewenskostoelae £6 weekliks of meer is, 'n verdere bedrag van een sjieling en ses pennies wat in 'n spesiale siekefonds gestort moet word.
- (d) Die werkgewer moet die totale bedrag wat ingevolge die bepalings van subartikels (a), (b) en (c) van hierdie artikel ingevorder is, binne twee weke na die einde van die maand waarin die aftrekkings gemaak moet word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur, tesame met 'n staat in die vorm van Aanhangsel B van die Ooreenkoms.

(3) Onderworpe aan die bepalings van hierdie artikel, moet die fondse van die vereniging aangewend word om lede van die vereniging van geneeskundige behandeling, medisyne en siektebetaling ingeval van siekte te voorsien, en dit moet deur 'n bestuurskomitee geadmineistreer word wat deur die Raad aangestel is, en uit vyf verteenwoordigers van die werkgewersorganisasie en vyf verteenwoordigers van die vakvereniging ooreenkomstig die konstitusie bestaan.

- (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

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

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

Each employer shall on the pay day of each week and from the first pay day after this Agreement comes into operation deduct 3d. from the wages of each of his employees for whom minimum wages are prescribed in this Agreement; provided that no deduction shall be made from the wages of an employee who has worked for less than two days in the week in which the deductions fall due, and provided further that deductions shall be made from the holiday pay paid to each employee when the establishment closes in terms of section 13 (1) of this Agreement for the number of weeks for which deductions would have been made had the factory not so closed and had the employee been employed during that period.

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

21. MEDICAL AID SOCIETY.

(1) There is hereby continued a medical aid society established under the Council's previous agreements and known as the Transvaal Clothing Industry Medical Aid Society, in this section referred to as "the Society".

(2) Each employer shall on the pay day of each week, as and from the first pay day after this Agreement comes into operation, deduct the amounts from the wages of each of his employees for whom minimum wages are prescribed in this Agreement and contribute the amounts in respect of such employees as are set out hereunder; provided that no deduction shall be made from the wages of an employee who has worked for less than two days in the week in which the deductions fall due and provided further that deductions shall be made from the holiday pay paid to each employee when the establishment closes in terms of section 13 (1) of this Agreement for the number of weeks for which deductions would have been made had the factory not so closed and had the employee been employed during that period:—

- (a) Each employee for whom minimum wages are prescribed in this Agreement, shall on each pay day, have one shilling and sixpence deducted from his wages.
- (b) To the aggregate amount deducted under sub-section (a) of this section, each employer shall add an amount of one shilling per employee.
- (c) Each employee whose wages, excluding cost of living allowance, are £3. 10s. per week or more shall on each pay day in addition to the amount stipulated under sub-section (a) of this section have deducted from his wage a further amount of sixpence or, in the case of male employees whose wage, excluding cost of living allowance, is £6 per week or more, a further amount of one shilling and sixpence which shall be paid into a "Special Sick Pay Fund".
- (d) The total amounts under sub-sections (a), (b) and (c) of this section shall, within two weeks from the end of the month in which the deductions fall due, be forwarded by the employer to the Secretary of the Council, P.O. Box 5101, Johannesburg, together with a statement in the form of Annexure B to this Agreement.

(3) The funds of the Society shall, subject to the provisions of this section, be applied to provide members of the Society with medical treatment, medicine and sick pay in case of illness and shall be administered by a management committee appointed by the Council and consisting of five representatives of the employer's organisation and five representatives of the trade union in accordance with the Constitution.

(4) Die konstitusie van die vereniging kan te eniger tyd deur die bestuurskomitee gewysig word, onderworpe aan die goedkeuring van die Raad. Indien 'n geskil met betrekking tot die bepaling van die konstitusie of die administrasie van die vereniging of enige ander saak te eniger tyd kan ontstaan ten opsigte waarvan die lede van die bestuurskomitee gelykop verdeel is en geen ooreenkoms bereik kan word nie, moet die geskil na 'n arbiter verwys word oor wie hulle ooreenstem, of by ontstaan van so 'n ooreenkoms, wat deur die Minister van Arbeid benoem word. Die beslissing van die arbiter, is finaal.

(5) 'n Afskrif van die konstitusie, reëls en lys van bystand-verlening en wysigings daarvan moet by die Sekretaris vir Arbeid, Pretoria, ingedien word.

(6) 'n Geregistreerde werkgewer of werknemer in die nywerheid moet 'n eksemplaar van die konstitusie, reëls en lys van bystand-verlening en wysigings daarvan in die kantoor van die vereniging gedurende gewone kantoorure ter insae beskikbaar hou.

(7) 'n Ouditeur of ouditeure, deur die nywerheidsraad benoem, moet jaarliks die rekenings van die vereniging nie later as Julie van elke jaar ouditeer nie. Die geouditeerde staat en die balans staat moet daarna ter insae by die kantoor van die Nywerheidsraad lê en afskrifte daarvan moet aan die Sekretaris van Arbeid, Pretoria, die Transvaal Clothing Manufacturers' Association en die Garment Workers' Union gestuur word.

(8) (a) Alle werknemers wat deur hierdie Ooreenkoms gedek word, kan lede van die vereniging word.

(b) Onderworpe aan die bepaling van die konstitusie van die vereniging word 'n persoon beskou as 'n lid van die vereniging by betaling van die bydrae vir een week soos voorsiening in hierdie Ooreenkoms gemaak is, en 'n geneeskundige bystandskart in die vorm van Aanhangsel E moet aan hom uitgereik word.

(c) By die betaling van £1. 1s. (een pond een shilling) jaarliks, kan werkgewers van die klerasierywerheid (Transvaal) lede van die vereniging word, maar hulle is nie tot siektebetaling geregtig nie.

(d) Lidmaatskap van die vereniging word beëindig—

(i) wanneer 'n lid die nywerheid verlaat. 'n Lid wat werkloos raak en nie vir diens registreer nie, word beskou as iemand wat die nywerheid verlaat het. Registrasie vir diens beteken registrasie vir diens by die Garment Workers' Union, die Nywerheidsraad vir die Klerasierywerheid (Transvaal) of die Departement van Arbeid;

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

(iii) na 'n tydperk van 26 weke aanhoudende siekte wat deur een van die vereniging se geneeskundige beamptes gesertifiseer is.

(e) 'n Werker wie se lidmaatskap ingevolge die bepaling van (d) beëindig word en wat na die nywerheid terugkeer, moet na betaling van dertien (13) agtereenvolgende weeklikse bydraes beskou word dat hy 'n lid van die vereniging vir die volle tydperk van sy diens in die nywerheid was.

(9) Alle lede van wie se lone minstens 13 agtereenvolgende weeklikse bedrae nie afgetrek is nie, is geregtig tot die volgende bystand:—

(a) Die dienste van 'n geneesheer wat deur die bestuurskomitee benoem is.

(b) Medisyne wat deur so 'n geneesheer voorgeskryf word.

(10) Alle lede van wie se lone 13 agtereenvolgende weeklikse bedrae ingevolge die bepaling van subartikel (2) van hierdie artikel afgetrek is, is geregtig tot die volgende bystand:—

(a) Die dienste van 'n geneesheer en tandarts (hieronder „geneeskundige beamptes” genoem) wat deur die bestuurskomitee benoem word.

(b) Konsultasies met die spesialiste wat deur die bestuurskomitee benoem word.

(c) Medisyne wat deur die geneeskundige beamptes of spesialiste van die vereniging voorgeskryf word.

(d) Betaling van gelde vir ambulans wat deur die geneeskundige beamptes of spesialiste van die vereniging bestel word.

(e) Siektebetaling op die volgende voorwaardes:—

(i) Een week siektebetaling vir elke volle week afwesigheid weens siekte, met dien verstande dat 'n sertifikaat ingedien word wat die tydperk dek van 'n geneeskundige beampte of spesialis van die vereniging.

(ii) As 'n lid van die werk weens siekte vir een of meer volle weke afwesig is en hy nog steeds afwesig is, moet die helfte van 'n week se siektebetaling betaal word slegs as die afwesigheid vir minstens 3 werkdade aanhou, maar minder as een week.

(iii) Lede is geregtig tot siektebetaling vir hoogstens 10 weke in 'n tydperk van twaalf maande, maar die bestuurskomitee kan, na goedgekeurde, die besoldiging van nog 'n paar weke goedkeur wat hoogstens ses in 'n tydperk beloop.

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

(5) A copy of the constitution, rules and lists of benefits and amendments thereof shall be lodged with the Secretary for Labour, Pretoria.

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

(7) An auditor or auditors appointed by the Industrial Council shall audit the accounts of the Society annually, not later than July of each year. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Transvaal Clothing Manufacturers' Association and the Garment Workers' Union.

(8) (a) All employees covered by this Agreement are eligible for membership of the Society.

(b) Subject to the provisions of the Constitution of the Society, a person shall be deemed to be a member of the Society on payment of one week's contribution as provided in this Agreement and shall be issued with a Medical Aid Card in the form of Annexure E.

(c) On payment of £1. 1s. (one pound one shilling) per annum employers in the Clothing Industry, Transvaal, may become members of the Society, but shall not be entitled to receive sick pay.

(d) Membership of the Society shall cease—

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

(ii) after a period of 13 weeks continued unemployment;

(iii) after a period of 26 weeks of continuous illness certified by one of the Society's medical officers.

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

(9) All members from whose wages, at least 13 consecutive weekly deductions have not been made shall be entitled to the following benefits:—

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

(b) Medicines prescribed by such general practitioner.

(10) All members from whose wages 13 consecutive weekly deductions have been made in terms of sub-section (2) of this section shall be entitled to the following benefits:—

(a) The services of a general practitioner and dentist (hereinafter referred to as “medical officers”) appointed by the Management Committee.

(b) Consultations with such specialists as are appointed by the Management Committee.

(c) Medicines prescribed by the medical officers or specialists of the Society.

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

(e) Sick pay under the following conditions:—

(i) One week's sick pay for each complete week of absence from work due to illness, provided that a certificate covering such period is produced from a medical officer or specialist of the Society.

(ii) If having been absent from work due to illness for one or more complete weeks, a member continues so to be absent he shall be paid half a week's sick pay only if such absence continues for not less than 3 working days but less than one week.

(iii) Members shall be entitled to sick pay for not more than 10 weeks in any one period of twelve months but the Management Committee may in its discretion authorise payment for an additional number of weeks not exceeding six in any one period.

(iv) Siektebetaling moet betaal word teen die skaal van helfte van die minimum basiese loon van die lid wat die maksimum besoldiging van 36s. weekliks ontvang. Vir die toepassing van hierdie artikel, word dit beskou dat alle lede, manlik of vroulik, in ontvangs is van die minimum basiese loon wat in subartikel 4 (1) (e) (i) van hierdie Ooreenkoms voorgeskryf word, en onder-vinding beteken die totale tydperk of tydperke diens van die lid in die klerasierywerheid in Transvaal.

(11) (a) Lede van wie se lone die bykomende 6d. weekliks inge-volge die bepaling van subartikel (2) (c) van hierdie artikel vir 'n tydperk van minstens 26 weke afgetrek word, is geregtig tot die volgende addisionele bystand uit die Spesiale Siekefonds:—

(i) Vir aanhoudende tydperke van afwesigheid weens siekte 2s. 6d. (twee shillings en ses pennies) vir elke volle dag, of 14s. (veertien shillings) vir elke volle week; met dien verstande dat geen bedrag betaal mag word as die tydperk van afwesigheid minder as 3 volle werkdade is nie, en voorts met dien verstande dat die betaling wat in hierdie paragraaf genoem word, beperk is tot die tydperke wat in subartikel (10) (e) (iii) van hierdie artikel uiteengesit word.

(ii) £1 (een pond) weekliks vir die elfde en twaalfde volle weke van afwesigheid weens siekte in 'n tydperk van twaalf maande.

(iii) 'n Addisionele bedrag van hoogstens £5 (vyf pond) in 'n tydperk van twaalf maande, na goeddunke van die bestuurskomitee.

(b) Wanneer siektebetaling ingevolge die bepaling van sub-artikels (10) en (11) (a) van hierdie artikel aan manlike lede betaalbaar is, van wie se lone die addisionele bedrag van 1s. 6d. weekliks ingevolge die bepaling van subartikel (2) (c) van hierdie artikel vir 'n tydperk van minstens 26 weke afgetrek word, is hierdie lede geregtig tot addisionele siektebetaling uit die Spesiale Siekefonds van £1 (een pond) vir elke volle week, of 4s. (vier shillings) daagliks vir tydperke van minder as 'n week.

(c) Alle bystand wat ingevolge die bepaling van hierdie sub-artikel verleen word, moet slegs betaal word as daar 'n bedrag van minstens £1,000 (eenduisend pond) beskikbaar is in die Spesiale Siekefonds.

(12) Lede van die vereniging van wie se lone bedrae gereeld afgetrek is vir 'n tydperk van drie jaar (156 aftrekkings), is benewens die bystand wat in subartikels (10) en (11) van hierdie artikel voorgeskryf word, tot die volgende geregtig:—

(a) Kostelose operasies en behandeling deur spesialiste wat deur die bestuurskomitee benoem is.

(b) Vrye hospitalisasie vir die operasies en behandeling in verpleeginrigtings of hospitale wat deur die bestuurskomitee goedgekeur is.

(13) (a) Vir die doel om die siektebetaling te bereken, beteken een volle week vyf agtereenvolgende werkdade.

(b) Vir die toepassing van subartikels (10) en (11) van hierdie artikel, moet 'n tydperk van 12 maande bereken word van die eerste dag van die siekte af waarvoor siektebetaling betaalbaar is; verdere tydperke van 12 maande word bereken van die eerste dag van die siekte af waarvoor siektebetaling betaalbaar is na afloop van die vorige tydperk van 12 maande.

(c) Geen siektebetaling mag ingevolge die bepaling van sub-artikels (10) en (11) van hierdie artikel vir 'n tydperk waarvoor vakansiebesoldiging betaalbaar is, gedoen word nie.

(14) Ingeval hierdie Ooreenkoms deur verloop van tyd verval of om enige ander rede nie langer in werking is nie moet die bestuurskomitee aanhou om die fonds te administreer totdat dit of gelikwider is of deur die Raad na 'n ander fonds of fondse oorgedra is, waarvan die doeleindes slegs is om die werknemers van die Klerasierywerheid (Transvaal) te bevoordeel.

(15) Ingeval die Raad ontbind of hy sy werksaamhede staak gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge die bepaling van artikel vier-en-dertig (2) van die Wet bindend is, moet die bestuurskomitee voortgaan om die fonds te admini-streer, en die lede van die komitee wat op daardie datum bestaan waarop die Raad sy werksaamhede staak of wanneer dit ontbind word, moet vir sodanige doeleindes beskou word as lede daar-van; met dien verstande, egter, dat 'n vakature wat in die komitee bestaan, deur die Minister gevul kan word uit werkgewers of werknemers in die nywerheid, al na die geval, om aldus verseker te wees van 'n gelyke aantal werkgewer- en werknemerverteen-woordigers en van plaasvervangers in die samestelling van die komitee. Ingeval die komitee nie in staat is nie of onwillig is om sy pligte te vervul, of 'n staking van stemme daarin ontstaan wat, na die Minister se mening, die administrasie van die fonds ondoenlik of onwenslik maak, kan hy 'n kurator of kuratore benoem om die pligte van die komitee uit te voer, en wat al die bevoegdhede van die komitee vir hierdie doel besit. By die verstryking van hierdie Ooreenkoms moet die fonds deur die komitee of die kuratore, na gelang van die geval, gelikwider word op die wyse wat in subartikel (16) van hierdie artikel uiteengesit is, met dien verstande dat, as die sake van die Raad by die verstryking reeds beredder en sy bates verdeel is, die balans van hierdie fonds verdeel word soos voorsiening daarvoor gemaak is in artikel vier-en-dertig (4) van die Wet, asof dit deel van die algemene fondse van die Raad is.

(iv) Sick pay shall be paid at the rate of one-half of the minimum basic wage of the member with a maximum payment of 36s. per week. For the purpose of this section all members, male or female, shall be deemed to be in receipt of the minimum basic wage provided in sub-section 4 (1) (e) (i) of this Agreement and experience shall mean the total period or periods of employment of the member in the Clothing Industry in the Transvaal.

(11) (a) Members from whose wages the additional 6d. per week has been deducted in terms of sub-section (2) (c) of this section for a period of not less than 26 weeks, shall be entitled to the following additional benefits from the Special Sick Pay Fund:—

(i) For continuous periods of absence from work due to ill-ness, 2s. 6d. (two shillings and sixpence) for each complete day or 14s. (fourteen shillings) for each complete week, provided that no payment shall be made if such absence is for less than 3 complete working days and provided further that the payments referred to in this paragraph shall be limited to the periods set out in sub-section (10) (e) (iii) of this section.

(ii) £1 (one pound) per week for the eleventh and twelfth complete weeks of absence due to illness in any one period of twelve months.

(iii) In the discretion of the Management Committee an addi-tional amount not exceeding £5 (five pounds) in any one period of twelve months.

(b) Whenever in terms of sub-sections (10) and (11) (a) of this section sick pay is payable to male members from whose wages the additional 1s. 6d. per week has been deducted in terms of sub-section 2 (c) of this section for a period of not less than 26 weeks, such members shall be entitled to additional sick pay from the Special Sick Pay Fund of £1 (one pound) for each complete week or 4s. (four shillings) per day for periods of less than one week.

(c) All benefits under this sub-section shall be paid only if there is an amount of not less than £1,000 (one thousand pounds) available in the Special Sick Pay Fund.

(12) Members of the Society from whose wages deductions have been made regularly for a period of three years (156 deduc-tions) shall, in addition to the benefits mentioned in sub-sections (10) and (11) of this section, be entitled to the following:—

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

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

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

(b) For the purpose of sub-sections (10) and (11) of this section, a period of 12 months shall be reckoned from the first day of illness for which sick pay is payable; further periods of 12 months shall be reckoned from the first day of illness for which sick pay is payable after the expiration of the previous period of 12 months.

(c) No sick pay shall be paid in terms of sub-sections (10) and (11) of this section for any period for which holiday pay is pay-able.

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

(15) 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, how-ever, 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-section (16) of this section. Provided that if upon such expiration the affairs of the council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the council.

(16) By die likwidasië van die fonds ingevolge die bepalings van subartikel (14) van hierdie artikel, moet die geld wat tot krediet van die fonds oorbly nadat al die eise teen die fonds, met inbegrip van administrasie- en likwidasiëkoste betaal is, aan die Raad se fonds uitbetaal word.

(17) Alle administrasie- en likwidasiëkoste is 'n las teen die fonds van die vereniging.

22. UITTREKSELS UIT LOONREGISTERS.

Elke werkgever moet drie kopieë van sy loonregister aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, in die vorm van Aanhangsel C vir die eerste betaaldag in Februarie, Mei, Augustus en November stuur, wat kloknommer (as daar een is), nywerheidsraadnommer, naam voluit, beroep, ras, ouderdom, geslag, basiese loonskaal, totale getal gewone ure gewerk, bedrag wat vir gewone tyd verskuldig is, totaal oortyd wat gewerk is, bedrag wat vir oortydwerk verskuldig is, bonusverdienste en totale bruto verdienste vir elke werknemer aantoon. Hierdie uittreksels moet binne een week na die betaaldag waarop hulle betrekking het, deurgestuur word.

23. INDIENSNEMING VAN LEDE VAN DIE VAKVERENIGING.

(a) Geen werkgever mag 'n persoon in diens neem wat nie lid van die vakvereniging is nie, en geen lid van die vakvereniging mag vir 'n werknemer werk wat nie lid van die werkgewersorganisasie is nie; met dien verstande dat 'n persoon wat deur 'n weiering om lidmaatskap te verkry, benadeel is of sal word, sy saak voor die Raad kan lê wat kan verklaar, dat die bepalings van hierdie klousule, nieteenstaande die weiering, hom nie mag verbied om lede van die vakvereniging in diens te neem of om deur lede van die werkgewersorganisasie, na gelang van die geval, in diens geneem te word nie.

(b) Die bepalings van hierdie artikel is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Unie van Suid-Afrika nie; met dien verstande dat, wanneer die immigrant te eniger tyd na die eerste drie maande wanneer hy in die nywerheid begin werk het, weier om, op 'n uitnodiging van die betrokke vakvereniging, lid van die vereniging te word, die bepalings van hierdie artikel onmiddellik van toepassing word.

Voorts met dien verstande dat hierdie klousule nie van toepassing is op die indiensneming in die nywerheid van 'n werknemer wat as lid van die vakvereniging geskors of verban is nie, of wat, na die mening van die Minister, goeie rede het om beswaar daarteen te lê om lid van die vakvereniging te word of te bly.

24. ORGANISASIE VAN WERKNEMERS.

(1) Elke werkgever moet enige persoon of persone wat skriftelik deur die vakvereniging en die Raad daartoe gemagtig is, toelaat om van tyd tot tyd sy inrigting gedurende die etensuur te betree met die doel om—

- (a) met werknemers oor die aangeleenthede van die vakvereniging te praat;
- (b) nuwe lede te werf;
- (c) kennisgewings van die vakvereniging op te plak en uit te deel;
- (d) lede se bydraes tot die vakvereniging in te vorder.

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

25. AGENTE.

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

26. INDIENSNEMING VAN MINDERJARIGES.

Niemand onder die ouderdom van 15 jaar mag in die klerasie-nywerheid in diens geneem word nie.

27. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n leesbare afkryf van hierdie Ooreenkoms in albei amptelike tale in die vorm voorgeskryf in die regulasies kragtens die Wet, op 'n plek wat maklik vir sy werknemers toeganklik is, in sy inrigting aanplak en aangeplak hou.

Op hede die 15de dag van Mei 1953, namens die partye in Johannesburg onderteken.

MELVILLE FESTENSTEIN, *Voorsitter.*

L. E. HERMAN, *Onder-voorsitter.*

G. G. C. ROUTH, *Sekretaris.*

(16) Upon liquidation of the fund in terms of sub-section (14) of this section the moneys remaining to the credit of the fund after payment of all claims against the fund including administration and liquidation expenses, shall be paid into the funds of the council.

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

22. EXTRACTS FROM WAGE REGISTERS.

Each employer shall forward to the Secretary of the Council, P.O. Box 5101, Johannesburg, three copies of his wage register, in the form of Annexure C, for the first pay day in February, May, August and November, showing, for each employee, clock number if any, Industrial Council number, full name, occupation, race, age, sex, basic wage rate, total ordinary hours worked, amount due for ordinary time, total overtime worked, amount due for overtime, bonus earnings and total gross earnings. Such extracts shall be forwarded within one week of the pay day to which they refer.

23. EMPLOYMENT OF TRADE UNION LABOUR.

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

(b) The provisions of this section 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 the first three months from the commencement of his employment in the industry, refused an invitation from the trade union concerned to apply for membership of it, the provisions of this section shall immediately come into operation.

Provided further that this clause shall not apply to the employment in the industry of any employee who has been suspended or expelled from membership of the Trade Union, or who, in the opinion of the Minister has good cause for objecting to becoming or remaining a member of the Union.

24. ORGANIZATION OF EMPLOYEES.

(1) Every employer shall permit any person or persons authorised in writing by the trade union and by the Council to enter his establishment from time to time during the lunch hour 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.

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

25. AGENTS.

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

26. EMPLOYMENT OF MINORS.

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

27. EXHIBITION OF AGREEMENT.

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

Signed, at Johannesburg, on behalf of the parties, this Fifteenth day of May, One thousand Nine hundred and Fifty-three.

MELVILLE FESTENSTEIN, *Chairman.*

L. E. HERMAN, *Vice-Chairman.*

G. G. C. ROUTH, *Secretary.*

AANHANGSEL A.

Van	Voornaam	Registrasienommer
Adres	Nuwe adres	
Nuwe adres	Nuwe adres	

VERSLAG VAN ONDERVINDING.

Op 195 : jaar maande. Minimum loon Basies + Lewenskostetoelae.

Naam van fabriek.	Datum van indiens- neming.	Beroep.	Loon.	N.R.K.N. Kontrole.	Datum van diens- beëin- diging.	Loon.	Klok- nommer.
1							
2							
3							
4							
5							
6							
7							
8							

Hierdie kaart moet by indienseneming oorhandig word aan die werkgewer wat die eerste vier kolomme moet invul, en hy moet dit tesame met die daaropvolgende weeklikse verslag van indienseneming en diensbeëindiging aan die Raad stuur. By die Raad sal die loonskaal nagegaan en die kaart aan die werkgewer teruggestuur word. By diensbeëindiging moet die werkgewer die laaste drie kolomme invul en die kaart aan die werknemer terugbesorg in ruil vir die werknemer se dokterskaart.

Handtekening van werknemer

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL).

Telefoon: 23-8321/2/3/4.
Posbus 5101,
Johannesburg.

Avon-gebou,
Goldstraat 87,
Johannesburg.

Hierdie vorm moet ingevul en aan die Raad gestuur word binne twee weke na die laaste dag van die maand waarin die verskuldigde bedrae afgetrek moet word.

Naam van fabriek

Adres

Bydraes vir die maand 19

SIEKTEBYSTANDSVERENIGING VIR DIE KLERASIENYWERHEID, TRANSVAAL.

Werkgewers word versoek om bedrae van die werknemers se lone af te trek volgens die skale wat in die linkerhandse kolom hieronder uiteengesit is, en om die aantal werknemers in elk van genoemde groepe te noem.

Die werkgewer moet 1s. per werknemer weekliks bydra.

	Week geëindig.	Week geëindig.	Week geëindig.	Week geëindig.	Week geëindig.	Totaal vir maand.	£ s. d.
Aantal manlike werknemers wat 'n basiese loon van £6 of meer ontvang							(@ 3s. elk)
Aantal werknemers, uitgesonderd bogenoemde (manlik sowel as vroulik), wat 'n basiese loon van £3. 10s. of meer ontvang							(@ 2s. elk)
Aantal werknemers (manlik sowel as vroulik) wat 'n basiese loon van minder as £3. 10s. ontvang							(@ 1s. 6d. elk)
Werkgewer se bydrae. Groot totaal van die werknemers vir die maand*							(@ 1s. elk)

Subtotaal: £

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID.

Werkgewers trek 3d. weekliks van die loon van elke werknemer af.

Werkgewers dra weekliks 3d. per werknemer by.

Werknemers se bydrae: Groot totaal vir werknemers vir die maand (soos met * hierbo gemerk) @ 3d. elk

Werkgewer se bydrae: Groot totaal vir werknemers vir die maand (soos met * hierbo gemerk) @ 3d. elk

TOTAAL: Tjek/Posorder/Kontant ingesluit vir.....

Tjeks, posorder of -wissel moet gekruis word en aan die Nywerheidsraad vir die Klerasienywerheid uitgeskryf word.
Noem hierdie aantal werknemers van elke rassegroep wat daar op die derde betaaldag van die maand is.

Blankes.		Kleurlinge of Asiate.		Naturelle.	Subtotaal.	Naturelle.	GROOTTOTAAL.
Manlik.	Vroulik.	Manlik.	Vroulik.	Vroulik.		Manlik.	

ANNEXURE A.

Surname	First Name	Reg. No.
Address	New Address	
New Address	New Address	

RECORD OF EXPERIENCE.

As at 195 : years months. Minimum wage Basic + C.O.L.A

Name of Factory.	Date of Engagement.	Occupation.	Wage.	Icci. Check.	Date of Leaving.	Wage.	Clock No.
1							
2							
3							
4							
5							
6							
7							
8							

On engagement, this card must be handed to the employer, who must fill in the first four columns and forward it to the Council with the next Weekly Report of Engagements and Terminations. At the Council the wage rate will be checked and the card returned to the employer. When employment is terminated, the employer must fill in the last three columns and return the card to the employee, in exchange for the employee's Doctor's card.

Signature of employee

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANVAAL).

Telephones: 23-8321/2/3/4.
P.O. Box 5101,
Johannesburg.

Avon House,
87 Gold Street,
Johannesburg.

This form must be completed and forwarded to the Council within two weeks of the last day of the month in which the deductions fell due.

Name of factory
Address
Contributions for month of 19

TRANVAAL CLOTHING INDUSTRY MEDICAL AID SOCIETY.

Employers are required to make deductions from employees' wages according to the rates set out in the left hand column below, and to state the number of employees in each of the groups indicated.

The employer's contribution is 1s. per employee per week.

	Week Ending.	Week Ending.	Week Ending.	Week Ending.	Week Ending.	Total for Month.	£ s. d.
Number of male employees who receive basic wage of £6 or more							(@ 3s. each)
Number of employees excluding the above (both male and female) receiving basic wage of £3 10s. or more							(@ 2s. each)
Number of employees (both male and female) receiving basic wage of less than £3. 10s.							(@ 1s. 6d. each)
Employer's contribution. Grand total of employees for month*							(@ 1s. each)
Sub-Total: £							

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY.

Employers deduct 3d. per week from the wages of each employee.

Employers contribute 3d. per employee per week.

Employees' contribution: Grand total of employees for month (as marked with * above) @ 3d. each

Employer's contribution: Grand total of employees for month (as marked with * above) @ 3d. each

TOTAL: Cheque/Postal Order/Cash enclosed for.....

Cheques, Postal or Money Orders should be crossed and made out to the Industrial Council for the Clothing Industry. State here the number of employees in each racial group as at the third pay day of the month.

Europeans.		Coloured and Asiatics.		Africans.	Sub-Total.	Africans.	GRAND TOTAL.
Males.	Females.	Males.	Females.	Females.		Males.	

AANHANGSEL C.

LOONREGISTER.

Week eindigende _____ 19____ Naam van firma _____

Gewone werkure begin om _____ vm. en eindig op _____ nm.

Skofte gewerk (vul slegs in indien van toepassing): Skof (a) van _____ tot _____ Skof (b) van _____ tot _____ Skof (c) van _____ tot _____

Klok-nom-mer.	No. van Nyw. Raad.	Werknemer se naam.	Bedryf	Leontiat.	Ras.	Onderdom.	Gesinde.	Basiese loon-skaal.	Skaal van Lewens-kosteloele.	Totale week-likse skaal.	Gewone tyd gewerk.					Totale ure gewerk.	Bedrag verskul-dig vir gewone tyd.	Oortydure gewerk.					Totale ure oortydwerk.	Bedrag verskul-dig vir oortyd-werk.	Bonus-ver-dienste.	Totale bruto ver-dienste.	Aftrekkings.						Netto besol-diging.	Opmerkings.	
											M	D	W	D	V	S		M	D	W	D	V	S				NR	MHV	GW	WBF	VF	Ander.		Deur werkgever.*	Deur inspekteur.

Die name van alle werknemers in die boeke van die firma en die besonderhede in die eerste agt kolomme moet iedere week ingeskryf word, selfs in gevalle waarin hulle nie by die werk was nie.

* by. Redes vir korttyd wanneer gewone ure nie deur werknemer gewerk is nie.

ANNEXURE C.

WAGE REGISTER.

Week ending _____ 19____ Name of firm _____

Ordinary hours of work commenced at _____ a.m. and cease at _____ p.m.

Shifts worked (fill in only where applicable): Shifts (a) from _____ to _____ Shift (b) from _____ to _____ Shift (c) from _____ to _____

Clock No.	Ind. Coun-cil No.	Employee's Name.	Occu-pation	Wgc. Category	Race.	Age.	Sex.	Basic Wage Rate.	C.O. L.A. Rate.	Total Weekly Rate.	Ordinary Time Worked.					Total Hours Worked.	Amount Due for Ord. Time.	Overtime Worked.					Total Over-time Hours.	Amount Due for Over-time.	Bonus Earnings	Total Gross Earnings	Deductions.						Net Pay.	REMARKS.	
											M	T	W	T	F	S		M	T	W	T	F	S				IC	MA	GW	UBF	PF	Other.		By Employer.*	By Inspector.

The names of all employees on the books of the firm and the particulars in the first eight columns must be entered each week, even in cases where they have not been at work.

* e.g. Reasons for short-time when normal hours are not worked by employee.

AANHANGSEL D.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL).

VERSLAG VAN INDIENSNEMING EN DIENSBEËINDIGING.

Fabriek _____ Week eindigende _____
 Stuur weekliks aan Nywerheidsraad vir die Klerasienywerheid (Transvaal), Posbus 5101, Johannesburg.
 As daar geen werknemer in diens geneem of ontslaan is nie, moet 'n afskrif van hierdie vorm in elk geval op die eerste dag van die volgende week gestuur word, met die woord NUL teenoor elke kolom aangeteken.
 Heg die onderskeie dienskaarte aan van alle persone in diens geneem en dokterskaarte van alle persone wat ontslaan is.

Indiensneming.		Diensbeëindiging.		
Naam.	Nywerheidsraad-nommer.	Naam.	Nywerheidsraad-nommer.	Datum van ontslag.

ANNEXURE D.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL).

REPORT OF ENGAGEMENTS AND DISCHARGES.

Factory _____ Week ending _____
 Post weekly to Industrial Council for the Clothing Industry (Transvaal), P.O. Box 5101 Johannesburg.
 When there are no engagements or discharges a copy of this form must still be sent in on the first day of the following week with the word nil written across each column.
 Attach respective service cards for all persons engaged and the doctor's cards of all who have left or been discharged.

Engagements.		Terminations.		
Name.	Council No.	Name.	Council No.	Date of Discharge.

AANHANGSEL E.

SIEKTEBYSTANDSVERENIGING VIR DIE KLERASIE-NYWERHEID, TVL.

POSBUS 3079,
JOHANNESBURG.

1. As u hierdie kaart verloor, bring 'n sertifikaat van u diens, van die fabriek af; dan reik ons 'n nuwe kaart aan u uit teen 1s.
2. As u 'n fabriek verlaat, gee dan hierdie kaart aan die werkgever.
3. As u werkloos is, kom na die M.H.V.-kantoor vir 'n brief dat u reg het op siektebystand tydens drie maande werkloosheid.
4. Sodra u weer werk het, moet u na die M.H.V.-kantoor kom met 'n sertifikaat van die fabriek, dan word 'n nuwe dokterskaart uitgereik.
5. As u die dokter telefoneer, meld u naam, adres, kartnommer en fabriek en probeer asb. voor 9 vm. skakel.
6. As u in 'n noodgeval nie met u M.H.V.-dokter in aanraking kan kom nie, roep 'n private dokter in, alleen vir een besoek, en bring die rekening na die M.H.V.
7. Indien u buite die M.H.V.-dokter se gebied woon, sal die Vereniging 'n maksimum van twee noodbesoeke en medisyne betaal, mits u die doktersrekening bring.

Toon hierdie kaart as u die dokter spreek of na die M.H.V.-kantoor kom.

Name voluit _____

Adres _____

Fabriek _____

Die M.H.V. moet van alle veranderinge van adres in kennis gestel word.

Handtekening _____

Datum uitgereik _____ No. _____

Geboortedatum _____ Geslag _____

Ras _____

Jare in nywerheid _____

Tydperk uit die bedryf:

Van _____ tot _____

Dr. _____

Telefoon _____

Uitgereik deur _____

ANNEXURE E.

TRANSVAAL CLOTHING INDUSTRY MEDICAL AID SOCIETY.

P.O. Box 3079,
JOHANNESBURG.

1. If you lose this card, bring a certificate from the factory and a new card will be issued to you on payment of 1s.
2. Whenever you leave a factory, you must hand this card to the employer.
3. If you are unemployed, come to the M.A.S. office for a letter showing you are entitled to medical benefits for three months of unemployment.
4. As soon as you are re-employed you must come to the M.A.S. office with a certificate from the factory and a new doctor's card will be issued.
5. When telephoning for the doctor, give your name, address, card number and factory and please try to phone before 9 a.m.
6. If you cannot contact your M.A.S. doctor in an emergency then call a private doctor for one visit only and bring the account to the M.A.S.
7. If you live outside the M.A.S. doctors' areas, the Society will pay for a maximum of two emergency visits and medicines if you bring the doctor's account.

Show the card when you see the doctor or come to the M.A.S. offices.

Full names _____

Address _____

Factory _____

The M.A.S. must be notified of all changes of address.

Signature _____

Date issued _____ No. _____

Year of birth _____ Sex _____

Race _____

Years in industry _____

Period out of industry:

From _____ to _____

Dr. _____

Telephone _____

Issued by _____

★ No. 1992.] [11 September 1953.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

KLERASIENYWERHEID, TRANSVAAL.

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 bepalinge van die Ooreenkoms en kennisgewing in verband met die Klerasienywerheid bekendgemaak by Goewermentskennisgewing No. 1991 van 11 September 1953, nie vir die persone wie se werkure daarop gereël word minder gunstig is as die betrokke bepalinge van genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

★ No. 1992.] [11 September 1953.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

CLOTHING INDUSTRY, TRANSVAAL.

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. 1991 of the 11th September, 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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