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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. 429.]

[9 Maart 1956.]

NYWERHEID-VERSOENINGSWET, 1937.

KLERASIENYWERHEID (KAAP).

Ek, JOHANNES DE KLERK, 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 hiertoe verskyn en op die Klerasienywerheid betrekking het, van 12 Maart 1956 af en vir die tydperk wat op 4 Januarie 1958 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousule 3 tot en met 14 (2), 15 tot 22, 25, 26 en 29 van genoemde ooreenkoms vervat van 12 Maart 1956 af en vir die tydperk wat op 4 Januarie 1958 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte die Kaap, Wynberg, Simonstad, Bellville en Worcester;
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousule 3 tot en met 14 (2), 15 tot en met 22, 25, 26 en 29 van genoemde Ooreenkoms vervat, van 12 Maart 1956 af en vir die tydperk wat op 4 Januarie 1958 eindig, in die magistraatsdistrikte die Kaap, Wynberg, Simonstad, Bellville en Worcester *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid, wat nie by die woordomskeywing van die uitdrukking „werknemer”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie;
- (d) kragtens subartikel (7) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in Artikel 28 van genoemde Ooreenkoms van 12 Maart 1956 af en vir die tydperk wat op 4 Januarie 1958 eindig, bindend is vir die prinsipale of aannemers vermeld in genoemde artikel van genoemde Ooreenkoms en vir die persone aan wie werk uitgegee word deur sodanige prinsipale of aannemers in die magistraatsdistrikte die Kaap, Wynberg, Simonstad, Bellville en Worcester.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 429.]

[9 March 1956.]

INDUSTRIAL CONCILIATION ACT, 1937.

CLOTHING INDUSTRY (CAPE).

I, JOHANNES DE KLERK, 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 appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding from the 12th March, 1956, and for the period ending on the 4th January, 1958, 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 organization or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in sections 3 to 14 (2) (inclusive) 15 to 22 (inclusive) 25, 26 and 29 of the said agreement shall be binding as from the 12th March, 1956, and for the period ending on the 4th January, 1958, upon the other employers and employees engaged or employed in the said industry in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, and Worcester;
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville and Worcester and from the 12th March, 1956, and for the period ending on the 4th January, 1958, the provisions contained in sections 3 to 14 (2) (inclusive) 15 to 22 (inclusive) 25, 26 and 29 shall *mutatis mutandis* apply in respect of such persons in the said industry as are not included in the definition of the expression “employee”, contained in section *one* of the said Act;
- (d) in terms of sub-section (7) of section *forty-eight* of the said Act declare that the provisions contained in section 28 of the said agreement shall be binding from the 12th March, 1956, and for the period ending on the 4th January, 1958, upon such principals or contractors as are referred to in the said section of the said agreement and upon persons to whom work is given out by such principals or contractors in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville and Worcester.

J. DE KLERK,
Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID
(KAAP).

OOREENKOMS

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

Cape Clothing Manufacturers' Association
(hieronder „die werkgewers” of „die werkgewersorganisasie” genoem), aan die een kant, en die

Garment Workers' Union of the Cape Peninsula
(hieronder „die werknemers” of „die vakvereniging” genoem), aan die ander kant.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet deur alle werkgewers en werknemers in die Klerasiennywerheid in die magistraatsdistrikte Die Kaap, Wynberg, Simonstad, Bellville en Worcester nagekom word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister ingevolge subartikel (1) van artikel agt-en-veertig van die Wet mag bepaal, en bly van krag tot 4 Januarie 1958 of vir sodanige tydperk as wat hy kan vasstel.

3. WOORDBEPALINGS.

Enige uitdrukking wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet, enige verwysings na 'n Wet sluit ook enige wysiging van dié Wet in en behalwe waar die teendeel blyk, sluit woorde, wat die manlike geslag aandui, ook vrouens in; verder, tensy dit in stryd is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„basiese loon” of „loon”, dié gedeelte van die besoldiging, uitgesonderd lewenskostetoelae, betaalbaar in geld aan 'n werknemer ten opsigte van die gewone werkure in artikel 9 bepaal;

„dryfbandhersteller”, 'n werknemer wat gebreekte masjienbande regmaak en/of die werktuigkundige van die inrigting help;

„assistent-versendingsverpakker”, 'n werknemer wat die versendingsverpakker help by die uitvoering van sy pligte en van wie dié daarbenewens vereis kan word om voertuie te laai of af te laai en/of goedere af te lewer;

„ketelbediener”, 'n werknemer wat vuur in 'n stoomketel maak en die waterstand en stoomdruk op peil hou;

„klerklike werknemer”, 'n werknemer in diens as stoorman, tikker, boekhouer of as faktuur-, korrespondensie-, versendings- of loonklerk in 'n inrigting of in enige ander perseel, wat deel kan uitmaak van, of grens aan, of verbonde is aan die inrigting waarin die bedryf van die werkgewer uitgeoefen word;

„klerasiennywerheid”, of „nywerheid”, wat uit die klerasie- en hemde-afdelings bestaan, ook—

(a) die vervaardiging van alle soorte mans- en seuns- tweed- en linnehoede, pette en alle soorte bo- en onderklere (met inbegrip van gebreide kledingstukke), vir dag- of nagdrag, met inbegrip van hemde, boordjies, dasse, sokkies, pijamas en ander nagklere; en

(b) groothandel-op-maat-klere-makery en die vervaardiging van alle soorte kledingstukke met inbegrip van hoeveelheidsproduksie van klerasie wat op bestelling van enige Staatsdepartement of Provinsiale Administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike besture gemaak word, maar sluit nie hoedemakery of die vervaardiging van dames- of meisiesjasse en -kostuums of enige boklere in nie wat op maat van individuele persone gemaak is, of dié maak van damesrokke wat vir verkoop in kleinhandel deur die vervaardigers vervaardig is;

„klerasie-afdeling”—

(a) daardie afdeling van die klerasiennywerheid waarin alle soorte mans- en seunstweed- en linnehoede, pette en alle soorte bo- en onderklere gemaak word;

(b) groothandel-op-maat-klere-makery en die vervaardiging van alle soorte kledingstukke met inbegrip van hoeveelheidsproduksie van klere wat volgens bestelling van enige Staatsdepartement of Provinsiale Administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike besture gemaak word,

maar sluit nie hemde, boordjies, dasse, pijamas en ander nagklere, hoedemakery en die vervaardiging van dames- en meisiesjasse en -kostuums in nie, of enige ander boklere wat op maat van individuele persone gemaak is, of dié maak van damesrokke wat vir verkoop in kleinhandel deur die vervaardiger vervaardig is;

„groothandel-op-maat-klere-makery”, die vervaardiging, uit materiaal wat deur die vervaardiger verskaf is, van snyers-gemaakte boklere, met inbegrip van snyers-gemaakte dames- en meisiesboklere, volgens die mate van individuele persone ter uitvoering van spesiale maatbestellings van handelaars wie se klante se mate deur, of op verantwoordelikeheid van, sodanige handelaars geneem is, of van mate voorsien deur enige Staatsdepartement, Provinsiale Administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of enige plaaslike bestuur deur 'n klerasiefabriek;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE).

AGREEMENT

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

Cape Clothing Manufacturers' Association

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

Garment Workers' Union of the Cape Peninsula

(hereinafter referred to as “the employees” or “the trade union”), of the other part.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville and Worcester by all employers and employees in the Clothing Industry.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section forty-eight of the Act, and shall remain in force until the 4th January, 1958, or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act, any reference to an Act shall include any amendment of such Act, and unless the contrary intention appears, words importing the masculine gender shall include female; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1937;

“basic-wage” or “wage” means that portion of the remuneration excluding cost of living allowance payable in money to an employee in respect of the ordinary hours of work laid down in section 9;

“belt-boy” means an employee engaged in mending broken machine belts and/or assisting the establishment's mechanic;

“assistant despatch packer” means an employee who assists the despatch packer in the performance of his duties and who may in addition be required to load or unload vehicles and/or deliver goods;

“boiler attendant” means an employee engaged in firing a boiler and maintaining the water level and steam pressure;

“clerical employee” means an employee employed as a storeman, typist, bookkeeper, or invoice-correspondence-despatch or wage clerk in an establishment, or in any other premises which may form a part of, or are adjacent to, or are connected with the establishment in which the activity of the employer is carried on;

“clothing industry” or “industry” which consists of the clothing and shirt sections, shall include—

(a) the making of all classes of men's and boy's tweed and linen hats, caps, and all classes of outer and under garments (including knitted garments) for day or night wear, including shirts, collars, ties, socks, pyjamas and other nightwear; and

(b) wholesale bespoke tailoring and the making of all classes of garments, including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration or Local Authorities but shall not include the making of Millinery or the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurement of individual persons, or the making of ladies' dresses manufactured for sale by retail by the manufacturers;

“clothing section” means—

(a) that section of the clothing industry in which are made all classes of men's and boys' tweed and linen hats, caps and all classes of outer and under garments;

(b) wholesale bespoke tailoring and the making of all classes of garments including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbour Administration, or local authorities;

but shall not include shirts, collars, ties, pyjamas and other nightwear, millinery and the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurement of individual persons or the making of ladies' dresses manufactured for sale by retail by the manufacturer; “wholesale bespoke tailoring” means the making from materials supplied by the maker of tailored outer-garments, including ladies' and girls' tailored outer-garments to the measurement of individual persons for the execution of special measure orders from dealers whose customers' measurements are taken by or on the responsibility of such dealers or from measurements supplied by any Department of State, Provincial Administration, the South African Railways and Harbour Administration, or any local authority by a clothing factory;

„vervoerder”, enige soort bewegende meganiese toestel wat die werk aanvoer na werknemers wat werksaamhede stuksgewys daaraan verrig;

„Raad”, die Nywerheidsraad vir die Klerasierywerheid (Kaap), geregistreerde kragtens artikel twee van die Nijwerheid Verzoenings Wet, 1924, en wat beskou word geregistreer te wees kragtens die Nywerheid-versoeningswet, 1937;

„snyer”, ’n werknemer wat die vorm van kledingstukke of „lae” kledingstukke met behulp van patrone wat deur die werkgever verskaf word, met kryt of andersins afmerk en/of die kledingstukke of „lae” kledingstukke met ’n elektriese, hand- of bandmes of ’n skêr uitsny;

„handelaar”, of „algemene handelaar”, ’n persoon wat ’n lisensie ingevolge item 11 van die Tweede Bylae van die Licenties Konsolidasie Wet hou;

„versendingsverpakker”, ’n werknemer wat pakkette of bale gereed vir vervoer of aflewering opmaak;

„bode”, ’n werknemer onder 21 jaar wat briewe, boodskappe en pakkette buitekant die fabriek te voet of deur middel van ’n trapfiets, driewiel of handvoertuig aflewer;

„inrigting”, enige plek waar die klerasierywerheid uitgeoefen word;

„ondervinding”—

(i) met betrekking tot—

(a) ’n klerklike werknemer, die totale diensyd of -tye wat dié werknemer as ’n klerklike werknemer gehad het, ongeag die bedryf waarin die ondervinding opgedoen is;

(b) ’n reisiger, die diensyd of -tye wat dié werknemer as reisiger in die klerasierywerheid gehad het;

(ii) met betrekking tot werknemers, uitgesonderd klerklike werknemers, reisigers, arbeiders, dryfbandherstellers, werktuigkundiges, ketelbedieners, drywers, wagte, bodes, boodskappers en teemaaksters—

(a) ’n werknemer se totale diensyd of -tye in enige tak van die klerasierywerheid in enige hoedanigheid, uitgesonderd klerk, reisiger, arbeider, werktuigkundige, dryfbandhersteller, bode of boodskapper, ketelbediener, teemaakster, drywer van ’n voertuig, opsigter (of nagwag); en

(iii) met betrekking tot ’n dryfbandhersteller, ’n boodskapper en/of bode en ’n teemaakster—

(a) die totale diensyd of -tye wat dié werknemer in die klerasierywerheid gehad het as ’n dryfbandhersteller, boodskapper en/of bode en teemaakster, al na gelang van die geval;

(iv) dat indien kleinhandel of private kleremakers of kleinhandel of private kostuummakers, in die klerasierywerheid werk soek in enige hoedanigheid, uitgesonderd in dié van klerk, reisiger, arbeider, werktuigkundige, dryfbandhersteller, bode of boodskapper, ketelbediener, teemaakster, drywer van ’n voertuig, opsigter (of wag), huf totale ondervinding moet tel vir die berekening van die minimum loon waarteen hulle diens kan aanvaar;

(v) dat indien strykers en/of opvouers en/of bedieners van ’n Hoffman-pers wat in die wasnywerheid werksaam was, in die klerasierywerheid werk soek as strykers en/of opvouers en/of persers, hulle totale ondervinding moet tel vir die berekening van die minimum loon waarteen hulle diens kan aanvaar;

en, behoudens die bepalings van artikel 4 (4) van hierdie Ooreenkoms, moet elke dienskontrak as ononderbroke beskou word van die tyd af waarop die werknemer by die werkgever in diens getree het, totdat dié diens wettiglik beëindig word; „voorman”, „manlike opsigter”, „voorvrou” of „vroulike opsigter”, ’n werknemer wat verantwoordelik is vir die regte en deeglike uitvoering van die werk wat in ’n fabriek of ’n afdeling van ’n fabriek, aan sy of haar sorg toevertrou is; „graad-I-werknemer, manlik”, „manlike werknemer in diens in een of meer van die ondergenoemde pligte of hoedanighede:—

(1) Masjienbediener, ’n werknemer wat met ’n naaimasjien enige werk in verband met kleremaak verrig;

(2) nasiener in die klerasie-afdeling, ’n werknemer wat die klaargemaakte kledingstukke vir gebreke nagaan;

(3) perser in die klerasie-afdeling, wat met dié hand of met ’n masjien die klaargemaakte kledingstukke pers;

(4) pasmaker in die klerasie-afdeling, ’n werknemer wat die buitekant van kledingstukke tesame met die uitgesnyde voerings (opmaaksel genoem) bymekaar pas, en die binne- en buitekante noukeurig aanmekaar pas, sodat die dele na die masjien kan gaan om reg aanmekaar gewerk te word;

(5) ryger, met inbegrip van opryg, d.w.s. handnaaiwerk by die regst van ’n baadjie of gedeeltes daarvan ter voorbereiding vir ander werksaamhede en/of voerings opryg, d.w.s. voerings van baadjies op hul plekke met dié hand vaswerk ter voorbereiding van die aanmekaarwerk van kantsome;

(6) patrone van lapelle en krae van baadjies fatsoeneer voordat voerings opgerig word;

„conveyor” means any type of moving mechanical apparatus, which feeds work to employees engaged in sectional operations;

„Council” means the Industrial Council for the Clothing Industry (Cape) registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Industrial Conciliation Act, 1937;

„cutter” means an employee engaged in chalking or marking in the outlines of garments or „lays” of garments from patterns provided by the employer and/or in cutting out the garments or lay-ups of garments by electric, hand or band-knife or by shears;

„dealer” or „general dealer” means a person holding a licence under item 11 of the Second Schedule of the Licences Consolidation Act;

„despatch packer” means an employee who is wholly or mainly engaged in making up parcels or bales in readiness for transport or delivery;

„errand boy” means an employee under the age of 21 years who delivers letters, messages and parcels outside the factory on foot or by means of a bicycle, tricycle or hand-propelled vehicle;

„establishment” means any place in which the clothing industry is carried on;

„experience” means—

(i) in relation to—

(a) a clerical employee, the total period or periods of employment which such employee has had as a clerical employee, irrespective of the trade in which such experience was gained;

(b) a traveller, the period or periods of employment which such employee has had as a traveller, in the clothing industry;

(ii) in relation to employees other than clerical, travellers, labourers, belt-boys, mechanics, boiler attendants, drivers, watchmen, messengers, errand boys and tea girls—

(a) the total period or periods of employment of an employee in any branch of the clothing industry, in any capacity other than that of a clerk, traveller, labourer, mechanic, belt-boy, messenger or errand boy, boiler attendant, tea-girl, driver of a vehicle, caretaker (or watchman);

(iii) in relation to a belt-boy, an errand boy and/or messenger and a tea-girl—

(a) the total period or periods of employment which such employee has had as a belt-boy, errand boy and/or messenger and tea-girl, as the case may be, in the clothing industry;

(iv) where retail or private tailors or retail or private dress-makers seek employment in the clothing industry in a capacity other than clerk, traveller, labourer, mechanic, belt-boy, messenger, or errand boy, boiler attendant, tea-girl, driver of a vehicle, caretaker (or watchman), their total experience shall be reckoned for the purpose of calculating the minimum wage at which they may commence service;

(v) where ironers and/or folders and/or operators of a Hoffman Press who have been employed in the laundry trade seek employment as ironers and/or folders, and/or pressers in the clothing industry their total experience shall be reckoned for the purpose of calculating the minimum wage at which they may commence service;

and subject to the provisions of section 4 (4) of this Agreement, each contract of service shall be deemed to have been continuous from the time the employee entered the employer's service until the time such service is legally terminated;

„foreman” or „male supervisor” or „forewoman” or „female supervisor” means an employee who carries the responsibility for the correct and efficient execution of the work entrusted to his or her care in a factory or a department of a factory;

„grade I employee, male”, means a male employee engaged in one or more of the following duties or capacities:—

(1) Machinist, i.e. an employee who performs by sewing machine any operation in the making of clothing;

(2) passer in the clothing section, i.e. an employee who examines the finished-off garment for flaws;

(3) pressing off finished garments in the clothing section by hand or machine;

(4) fitter-up in the clothing section, i.e. an employee who takes the outside of garments together with the cut out linings (called trimmings) and adjusts the outsides and the insides together accurately so that the parts may go forward to the machine to be put together correctly;

(5) baster including outbasting, i.e. hand-sewing in setting a coat or parts of a coat into position preparatory to other operations and/or underbasting, i.e. hand-sewing linings of coats into position preparatory to sewing the edge seams;

(6) shaping designs of lapels and collars of coats preparatory to underbasting;

- (7) kalenderbediener, 'n werknemer wat 'n kalender bedien;
- (8) masjienbreier, 'n werknemer wat 'n breimasjien of 'n stel breimasjiene bedien;
- (9) omsoom, stryk en fatsoeneer in die brei-afdeling;

en dit sluit 'n manlike werknemer in wat nie elders in hierdie Ooreenkoms genoem word nie;

„graad II-werknemer, manlik,” 'n werknemer in diens in enige van die volgende pligte of hoedanighede in die brei-afdeling:—

- (1) Fatsoeneer, d.w.s. kouse vorm of 'n stoompers gee;
- (2) wenster, 'n werknemer wat 'n garingopwenmasjien bedien;
- (3) skakelmasjienbediener, 'n werknemer wat 'n skakelmasjien bedien;
- (4) wasringvervaardiging, oorplaas of sjabloneer, met die hand of masjien; draadtrekbediener, kettinggaringwerker, verpakker of borselaar;
- (5) bediener van 'n krimppers;

„graad I-werknemer, vroulik,” 'n vroulike werknemer in diens in een of meer van die volgende pligte of hoedanighede:—

- (1) Masjinis, 'n werknemer wat enige handeling deur middel van 'n naaimasjien verrig;
- (2) klaargemaakte kledingstukke in die klerasieafdeling met die hand of masjien pers;
- (3) ryg, met inbegrip van opryg, d.w.s. handnaaiwerk by die regstel van 'n baadjie of gedeeltes van 'n baadjie ter voorbereiding van ander werk daaraan en/of voerings opryg, d.w.s. voerings van baadjies met die hand op hul plekke vaswerk ter voorbereiding van die maak van kantsome;
- (4) patrone van lapelle en krae van baadjies fatsoeneer voordat voerings opgeryg word;
- (5) afwerker, 'n werknemer wat een of meer van onderstaande werksaamhede met die hand verrig:—

Stopsel of watte in die skouers van baadjies insit; vaswerk of gelykmaak van die bo-ente van moue; onsigbaar insoom van syvoorkante wat reeds in posisie geryg is; knoopsgate met die hand maak; onsigbaar insoom van die voerings van die bo-ente van moue en dit met die vingers in posisie hou;

- (6) kledingstukke in die hemde-afdeling en in die afdeling vir damesrokke en/of onderklere stryk en vou of stryk, vou en aanmeekaarspeld;
- (7) hand-patentomdraaier, 'n werknemer wat in die hemde-afdeling die rande van boordjies, bande, mansjette, oorklappies of sakke met behulp van 'n handstrykster indraai of omvou;
- (8) kalenderbediener, 'n werknemer wat 'n kalender bedien;
- (9) masjienbreier, 'n werknemer wat 'n breimasjien of 'n stel breimasjiene bedien;
- (10) nasiener in die klerasie-afdeling, 'n werknemer wat afgewerkte klere vir gebreke nasien;
- (11) voerder van vervoermasjien, 'n werknemer verantwoordelik vir die voer van voorbereide onderdele van kledingstukke aan 'n vervoermasjien vir verdere werksaamhede en wat deur een of meer sorteerdere bygestaan kan word;
- (12) skakelmasjienbediener, 'n werknemer wat 'n skakelmasjien bedien;
- (13) heelmakers, die ondersoek van gebreide kledingstukke vir gebreke en die heelmaak van sulke gebreke;
- (14) omsoom, fatsoeneer en stryk in die brei-afdeling; en dit sluit in 'n vroulike werknemer wat nie elders in hierdie Ooreenkoms genoem word nie;

„graad II-werknemer, vroulik,” 'n vroulike werknemer in diens in een of meer van die volgende pligte of hoedanighede:—

- (1) Spoele opwen, spoel met 'n spoelopwentoesel opwen;
- (2) skoon maak, los entjies garing wat deur vorige werknemers daar gelaat is, van kledingstukke afsny of afknip;
- (3) kledingstukke in die hemde- en onderklere-afdeling opvou;
- (4) los boordjies stryk of kledingstukke in die klerasie-afdeling wat reeds opgevou en gestryk is, weereens stryk;
- (5) masjien-patentomdraai, enige soort outomatiese of half-outomatiese masjien bedien wat die rande van die punte van boordjies, bande, mansjette, lissies of sakke omkeer of omvou, insluitende die halfoutomatiese masjienvervaardiging van boordjielissies;
- (6) die plekke vir die sakke, knope of knoopsgate in die hemde-afdeling afmerk;
- (7) hemde vasspeld;
- (8) patrone op onderklere vasspeld;
- (9) afsny, d.w.s. die fatsoen van halse in die hemde-afdeling afmerk ter voorbereiding van ander bewerkings daarvan;
- (10) sorteer, d.w.s. hemde, boordjies, pijamas en ander nagklere vir verskillende werksaamhede sorteer en afvalstukkies kouse losryg om weer opgewen te word;
- (11) verpak in die klerasie-afdeling en/of hemde-afdeling, d.w.s. kledingstukke in dose of ander geskikte houers verpak of kledingstukke in bondels bymeekaarmaak voordat dit na die versendingsafdeling gaan;

- (7) calender, i.e. an employee who operates a calender;
- (8) machine knitter, i.e. an employee who operates a knitting machine or a set of knitting machines;
- (9) welting, ironing and shaping in knitting section; and shall include a male employee not elsewhere specified in this Agreement;

„grade II employee, male,” means a male employee engaged in one or more of the following duties or capacities in the knitting section:—

- (1) Former, i.e. forming hose to size on a steam press;
- (2) winder, i.e. an employee engaged in operating a yarn winding machine;
- (3) linker, i.e. operating a linking machine;
- (4) wax ring making, transferring or stencilling by hand or machine, draw-thread operator, warper, packer or brusher;
- (5) operator of shrinking press;

„grade I employee, female,” means a female employee engaged in one or more of the following duties or capacities:—

- (1) Machinist, i.e. an employee who performs any operations by sewing machine;
- (2) pressing off finished garments in the clothing section by hand or machine;
- (3) baster, including outbasting, i.e. hand-sewing in setting a coat or parts of a coat into position preparatory to other operations and/or underbasting, i.e. hand-sewing linings of coats into position preparatory to sewing the edge seams;
- (4) shaping designs of lapels and collars of coats preparatory to underbasting;
- (5) finisher, i.e. an employee who performs one or more of the following operations by hand:—

Putting pads or wadding into shoulders of coats; fastening or “serging” sleeveheads; wadding sleeveheads; felling silk-facings already basted in position; making buttonholes by hand; felling sleevehead linings, holding such in position with the fingers;

- (6) ironing and folding or ironing, folding and pinning garments in the shirt section and for ladies' dresses and/or underwear;
- (7) hand “patent” turners in the shirt section engaged in turning out or turning over the edges of collars, bands, cuffs, tabs or pockets with the use of a hand-iron;
- (8) calender, i.e. an employee who operates a calender;
- (9) machine knitter, i.e. an employee who operates a knitting machine or a set of knitting machines;
- (10) passer in the clothing section, i.e. an employee who examines parts of or the finished garment for flaws;
- (11) conveyor-feeder, i.e. an employee responsible for feeding prepared parts of garments onto a conveyor for further operations and who may be assisted by one or more sorters;
- (12) linker, i.e. operating a linking machine;
- (13) mending, i.e. the examination of knitted garments for defects and the rectification of such defects;
- (14) welting, shaping and ironing in knitting section; and shall include a female employee not elsewhere specified in this Agreement;

„grade II employee, female,” means a female employee engaged in one or more of the following duties or capacities:—

- (1) Bobbin-winding, i.e. winding bobbins with a bobbin winder;
- (2) cleaning, i.e. cutting or trimming off loose-ends of cotton left on garments by previous operators;
- (3) folding garments in the shirt and underwear sections;
- (4) ironing loose collars or re-ironing in the shirt section garments which have already been folded and ironed;
- (5) machine patent turning, i.e. operating any form of automatic or semi-automatic machine which turns out or turns over the edges of points of collars, bands, cuffs, tabs, pockets, including the semi-automatic machine making collar tabs;
- (6) marking the position of pockets, buttons or buttonholes in the shirt section;
- (7) pinning shirts;
- (8) pinning underwear motifs;
- (9) sloping, i.e. marking or trimming the shape of the necks in the shirt section preparatory to other operations;
- (10) sorting, i.e. sorting out shirts, collars, pyjamas and other nightwear for various operations or sorting out and unravelling waste pieces of hose prior to back-winding;
- (11) packer in the clothing and/or shirt sections, i.e. packing garments into boxes or other suitable wrapping or assembling garments into bundles, prior to their being sent to the despatch department;

- (12) gewone naaiwerk die verrigting met die hand, van een of meer van die volgende werksaamhede:—

Mikvoerings onsigbaar in broeke omsoom; sit-vlakke omsoom; permanente omslae omsoom; lyf-bandvoerings of dele daarvan onsigbaar omsoom; hakies in broekbande vaswerk, en verskillende bykomstige naaiwerkies; halse of mousgate van onderbaadjies onsigbaar omsoom; kraagomslae of lapelle opstop; soomkoords met die hand vaswerk; bevestiging van randverstywers en bykomstige naaiwerkies; knope met die hand aanwerk; onderente van voerings of nate daarvan wat reeds vasgeryg is, onsigbaar omsoom; stooikante onsigbaar vas-soom; hanglissies maak en aanwerk; binne vaswerk van onlegsels wat reeds ingeryg is; seilboekvoerings maak;

- (13) tafelwerker, 'n vroulike werknemer wat werk uitvoer i.v.m. waterdigting-prosesse deur mate en rande met rubberlym toe te smeer en dit dan met 'n klein hout-handrol plat te rol;
- (14) stempel, d.w.s. die groottes en/of uitkenningswerk-nommers op kledingstukke of gedeeltes van kleding-stukke stempel;
- (15) krimper;
- (16) enigeen van die volgende werksaamhede in die brei-afdeling verrig:—

Wasringvervaardiging; draadtrekbedieners; skoon-makers; opvouers; opvouers en omdraaiers; fat-soeneer; sjabloneer of oorplaas, met die hand of masjien; verpakking, uitgesonderd versendingsver-pakking; opwen en kettinggarings insit;

- (17) bediener van halfoutomatiese drukknoopmasjien;
- (18) kragies of mansjette met mes, skêr of kontoermasjien afwerk;
- (19) bedieners van handmasjien om knope oor te trek;

„hoofsnier”, 'n gekwalifiseerde snier soos in die Ooreenkoms omskryf, wat verantwoordelik is vir die snyafdeling van 'n inrigting;

„uurloon” of „uurskaal”, die weeklikse loon by artikel 4 (1) van die Ooreenkoms vir die onderskeie klasse bepaal, gedeel deur 42½;

„binnevoeringsnier”, in die hemde-afdeling, 'n werknemer wat uitsluitlik voerings vir hemde, boordjies, pijamas en ander magklere uitsny;

„laemaker”, 'n werknemer wat die materiaal in lae rangskik om gesny te word;

„leerling”, 'n werknemer wie se dienstyd of -tye hom nie in aanmerking bring vir die betaling aan hom van die loon vir gekwalifiseerdes wat vir 'n werknemer van sy klas voorgeskryf is in artikel 4 (1) nie;

„boodskapper”, 'n vroulike werknemer in diens om boodskappe of kledingstukke of onderdele van kledingstukke van een bewerking na 'n ander in die inrigting te dra;

„maandloon”, die weekloon vermenigvuldig deur 4½;

„motorvoertuigdrywer”, 'n werknemer in diens om 'n motor-voertuig te bestuur en vir die toepassing van hierdie woord-omskrywing sluit „n motorvoertuig bestuur” alle bestuur-tye in asook enige tyd deur die drywer bestee aan werk i.v.m. die voertuig of die vraag en alle tye waarin dit van hom vereis word om op sy pos te wees, gereed om te bestuur;

„deelydse motorvoertuigdrywer”, 'n werknemer in diens om 'n motorvoertuig vir hoogstens 3 uur altesaam op 'n dag te bestuur en vir die toepassing van hierdie woordbepaling sluit „n motorvoertuig bestuur” alle bestuurtye in asook tyd deur die drywer bestee terwyl hy vir die voertuig verantwoordelik is of op werk i.v.m. die voertuig of die vraag is;

„patente masjien”, 'n knoop-, knoopsgat-, opstop- of omsoom-masjien;

„stukwerk”, enige stelsel waarvolgens verdienste op hoeveelheid of omvang van gedane werk bereken word;

„gekwalfiseer”, t.o.v. 'n werknemer in die nywerheid, 'n werknemer, uitgesonderd 'n voorman of manlike toesighouer, 'n voorvrou of vroulike toesighouer, 'n leerling of 'n ongeskoolde arbeider, werktuigkundige, opsigter, assistent-versendingsverpakker, drywer van 'n voertuig of wag;

„spanleier”, 'n werknemer wat verantwoordelik is vir die werk verrig deur die werknemers wat 'n groep of span onder sy toesig uitmaak;

„werkspan” (somsyds ook „span” genoem), 'n span werknemers van 3 of meer in getal wat werksaamhede stuksgewys verrig in verband met die maak van kledingstukke, gewoonlik onder toesig van 'n leier;

„hemde-afdeling”, dié afdeling van die klerasiennywerheid waar hemde, boordjies, dasse, pijamas en ander nagklere gemaak word;

„korttyd”, 'n tydelike vermindering van dié getal gewone weeklikse werke in 'n inrigting as gevolg van werkslapte of ander vereistes van die handel;

„stoorman”, 'n werknemer algemeen verantwoordelik vir goedere en/of afgewerkte produkte en wat verantwoordelik is vir goedere in 'n stoor of pakhuis ontvang, bewaar, verpak en uitpak en/of goedere van 'n stoor of pakhuis aan die verbruiksafdelings van 'n inrigting of vir versending lewer;

„taakwerk”, die opdrag van 'n werkgever (of sy verteenwoordiger) aan 'n werknemer om 'n bepaalde getal kledingstukke of dele van kledingstukke binne 'n gespesifiseerde tyd klaar te maak;

- (12) plain-sewing, i.e. performing by hand one or more of the following operations:—

Felling crutch linings in trousers; felling bottoms; fastening permanent turn-up; felling waistband linings or part thereof; fastening catch in tops of trousers and various odds and ends of sewing; felling necks or armholes of vests; padding collars or lapels; putting on bridles by hand; fastening edge-stays and odds and ends of sewing; sewing on buttons by hand; felling bottoms of linings or seams of same already basted into position; felling bindings; making and sewing on hangers; fastening facings inside already basted into position; making canvasses;

- (13) table-hand, is a female employee engaged in water-proofing processes on the work of smearing rubber solution upon seams or edges and rolling them over with a small wooden hand roller;
- (14) stamper, i.e. stamping sizes and/or identifying work-numbers on garments or parts of garments;
- (15) crimper;
- (16) performing any of the following operations in the knitting section:—
Wax ring makers; draw-thread operators; cleaners; folders; folders and turners; forming; stencilling or transferring by hand or machine; packing, other than despatch packing; winding and warping;
- (17) operator of semi-automatic press-stud machine;
- (18) trimming of collars or cuffs by knife, scissors or contour machine;
- (19) operators of hand-operated button covering machine;

„head-cutter” means a qualified cutter as defined in the Agreement who is in charge of the cutting department of an establishment;

„hourly rate” or „hourly wage” means the weekly wage prescribed in section 4 (1) of this Agreement, for the respective classes, divided by 42½;

„interlining cutter” in the shirt section, means an employee employed solely in cutting linings for shirts, collars, pyjamas and other nightwear;

„layer-up” means an employee engaged in laying up material preparatory to cutting;

„learner” means an employee whose period or periods of employment does not entitle him to be paid the qualified wage prescribed in section 4 (1) for an employee of his class;

„messenger” means a female employee engaged in carrying messages or garments or parts of garments from one operation to another within the establishment;

„monthly wage” means the weekly wage multiplied by 4½;

„motor vehicle driver” means an employee engaged in driving a motor vehicle and for the purpose of this definition „driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

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

„patent machine” means a button, button-hole, padding or felling machine;

„piece-work” means any system by which earnings are calculated upon the quantity or output of work performed;

„qualified” means in relation to an employee in the industry, an employee other than a foreman or male supervisor, a forewoman or female supervisor, a learner or an unskilled labourer, mechanic, caretaker, assistant despatch packer, driver of a vehicle or watchman;

„set-leader” means an employee who is responsible for the work executed by the employees composing a set or team under his charge;

„set of workers” (sometimes referred to as a „set”) means a team of employees numbering three or more, engaged in performing sectional operations in the making up of garments usually under the direction of a leader;

„shirt-section” means that section of the clothing industry in which are made shirts, collars, ties, pyjamas and other nightwear;

„short-time” means a temporary reduction in the number of ordinary weekly hours of work in an establishment due to slackness of work or other exigencies of trade;

„storeman” means an employee in general charge of stores and/or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or a warehouse and/or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

„task-work” means the setting by an employer (or his representative) to an employee of a stated number of garments or portion of garments to be erected by such employee within a specified time;

"teemaakster", 'n werknemer wat tee of dergelike drank maak en wat koppies, pierings en kombuisgerei kan was en wat verantwoordelik kan wees vir die skoonmaak van die kombuis en/of eetkamers en/of ruskamers;

"reisiger", 'n werknemer wat, as die reisende verteenwoordiger van 'n inrigting, namens dié inrigting bestellings van persone inwag, werk of solisiteer vir die verkoop en/of lewering aan hulle van goedere;

"reisiger se drywer", 'n werknemer wat die reisiger op sy reis vergesel en die reisiger help om te dryf en om monsters te verpak, uit te pak en ten toon te stel;

"opmaker", in die klerasie-afdeling, 'n werknemer wat voerings afmerk en/of sny;

"onderperser", in die klerasie-afdeling, 'n werknemer, uitgesonderd 'n perser, wat perswerk verrig;

"ongeskoolde arbeider", 'n werknemer wat een of meer van die volgende pligte of hoedanighede verrig:—

- (i) Skoonmaak en/of was van persele, installasie, masjinerie, voertuie, gereedskap of ander artikels;
- (ii) laai of aflaai;
- (iii) goedere dra, verskuil of opstapel;
- (iv) deure oop- of toemaak; kiste, pakkies, bale of ander houers uitpak, met inbegrip van die bymekaar maak van leë kartonhouers;
- (v) briewe, boodskappe of goedere buite die fabriekspersoneel te voet of deur middel van 'n fiets, driewiel of handvoertuig aflewer;
- (vi) met die hand kiste, bale of ander houers merk, brandmerk, sjabloner of van etikette voorsien;
- (vii) vasbind, met drade vasmaak of vasgord van kiste of bale of ander houers, en dit sluit in 'n werknemer van 21 jaar of ouer wat die pligte van 'n bode verrig;

"wag", 'n werknemer in diens om persele, geboue of ander eiendom te bewaak.

By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms, word dit beskou dat hy in dié klas val waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE EN LEWENSKOSTETOELAES.

(1) Behoudens die bepalings van subartikel (11) moet die ondergenoemde minimum weklone en lewenskostetoelaes aan die ondergenoemde klasse werknemers betaal en deur hulle aangeneem word:—

DEEL A.—SNYAFDELING.

	Basiese loon.			Lewenskostetoelaes.			Totaal.		
	£	s.	d.	£	s.	d.	£	s.	d.
(i) Hoofsnier.....	11	7	6	3	17	6	15	5	0
(ii) Snyer—									
(a) Gekwalifiseer.....	7	12	6	3	15	9	11	8	3
(b) Leerling—									
Eerste jaar—									
Eerste 6 maande...	1	10	0	0	15	9	2	5	9
Tweede 6 maande...	1	12	6	1	0	3	2	12	9
Tweede jaar—									
Eerste 6 maande...	2	0	0	1	1	3	3	1	3
Tweede 6 maande...	2	4	0	1	2	9	3	6	9
Derde jaar—									
Eerste 6 maande...	2	7	0	1	4	3	3	11	3
Tweede 6 maande...	2	12	6	1	9	6	4	2	0
Vierde jaar—									
Eerste 6 maande...	3	15	0	2	4	3	5	19	3
Tweede 6 maande...	4	12	6	2	11	6	7	4	0
Vyfde jaar—									
Eerste 6 maande...	5	10	0	5	2	3	8	12	3
Tweede 6 maande...	6	7	6	3	13	9	10	1	3
Daarna die loon voorgeskryf in (a), nl...	7	12	6	3	15	9	11	8	3
(iii) Binnevoeringsnyer, opmaker—									
(a) Gekwalifiseer.....	4	12	6	2	11	6	7	4	0
(b) Leerling—									
Eerste jaar—									
Eerste 6 maande...	1	10	0	0	15	9	2	5	9
Tweede 6 maande...	1	12	6	1	0	3	2	12	9
Tweede jaar—									
Eerste 6 maande...	2	0	0	1	1	3	3	1	3
Tweede 6 maande...	2	4	0	1	2	9	3	6	9
Derde jaar—									
Eerste 6 maande...	2	7	0	1	4	3	3	11	3
Tweede 6 maande...	2	12	6	1	9	6	4	2	0
Vierde jaar—									
Eerste 6 maande...	3	0	0	1	12	0	4	12	0
Tweede 6 maande...	3	7	3	1	15	9	5	3	0
Vyfde jaar—									
Eerste 6 maande...	3	15	0	2	4	3	5	19	3
Tweede 6 maande...	4	12	6	2	11	6	7	4	0
Daarna die loon voorgeskryf in (a), nl.	4	12	6	2	11	6	7	4	0

"tea-girl" means an employee who makes tea or similar beverages and who may wash cups, saucers and kitchen utensils and who may be responsible for cleaning the kitchen and/or lunch and/or rest rooms;

"traveller" means an employee who, as the travelling representative of an establishment, on behalf of such establishment invites, canvasses or solicits orders from persons for the sale and/or supply to them of goods;

"traveller's driver" means an employee who accompanies the traveller on his journey and assists the traveller in driving and in packing, unpacking and displaying of samples;

"trimmer" in the clothing section means an employee employed in marking in linings and/or cutting linings;

"under-presser" in the clothing section, means an employee other than a presser, employed in pressing processes;

"unskilled labourer" means an employee employed in one or more of the following duties or capacities:—

- (i) Cleaning and/or washing premises, plant, machinery, vehicles, tools or other articles;
- (ii) loading or unloading;
- (iii) carrying, moving or stacking articles;
- (iv) opening or closing doors; unpacking boxes, packages, bales or other containers; including the assembling of empty cardboard containers;
- (v) delivering letters, messages or goods outside the factory premises on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (vi) marking, branding, stencilling or affixing labels on boxes, bales or other containers by hand;
- (vii) binding, wiring or strapping boxes or bales or other containers, and shall include an employee of the age of 21 years or over who performs the duties of an errand boy;

"watchman" means an employee engaged in guarding premises, buildings or other property.

In classifying an employee for the purposes of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged.

4. WAGES AND COST OF LIVING ALLOWANCES.

(1) Subject to the provisions of sub-section (11) the minimum weekly wages and cost of living allowances that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:—

PART A.—CUTTING DEPARTMENT.

	Basic Wage.			Cost of Living Allowance.			Total		
	£	s.	d.	£	s.	d.	£	s.	d.
(i) Head Cutter.....	11	7	6	3	17	6	15	5	0
(ii) Cutter—									
(a) Qualified.....	7	12	6	3	15	9	11	8	3
(b) Learner—									
First year—									
First six months...	1	10	0	0	15	9	2	5	9
Second six months...	1	12	6	1	0	3	2	12	9
Second year—									
First six months...	2	0	0	1	1	3	3	1	3
Second six months...	2	4	0	1	2	9	3	6	9
Third year—									
First six months...	2	7	0	1	4	3	3	11	3
Second six months...	2	12	6	1	9	6	4	2	0
Fourth year—									
First six months...	3	15	0	2	4	3	5	19	3
Second six months...	4	12	6	2	11	6	7	4	0
Fifth year—									
First six months...	5	10	0	3	2	3	8	12	3
Second six months...	6	7	6	3	13	9	10	1	3
Thereafter the wage specified in (a), i.e.	7	12	6	3	15	9	11	8	3
(iii) Interlining cutter, trimmer—									
(a) Qualified.....	4	12	6	2	11	6	7	4	0
(b) Learner—									
First year—									
First six months...	1	10	0	0	15	9	2	5	9
Second six months...	1	12	6	1	0	3	2	12	9
Second year—									
First six months...	2	0	0	1	1	3	3	1	3
Second six months...	2	4	0	1	2	9	3	6	9
Third year—									
First six months...	2	7	0	1	4	3	3	11	3
Second six months...	2	12	6	1	9	6	4	2	0
Fourth year—									
First six months...	3	0	0	1	12	0	4	12	0
Second six months...	3	7	3	1	15	9	5	3	0
Fifth year—									
First six months...	3	15	0	2	4	3	5	19	3
Second six months...	4	12	6	2	11	6	7	4	0
Thereafter the wage specified in (a), i.e.	4	12	6	2	11	6	7	4	0

	Basiese loon.	Lewens-koste-toelae.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
(c) Indien bevorder tot leerlingsnyer—			
Sesde jaar—			
Eerste 6 maande...	5 10 0	3 2 3	8 12 3
Tweede 6 maande...	6 7 6	3 13 9	10 1 3
Daarna die loon voorgeskryf in (ii) (a), nl.....	7 12 6	3 15 9	11 8 3
(iv) Laemaker—			
(a) Gekwalifiseer.....	3 0 0	1 12 0	4 12 0
(b) Leerling—			
Eerste jaar—			
Eerste 6 maande...	1 10 0	0 15 9	2 5 9
Tweede 6 maande...	1 12 6	1 0 3	2 12 9
Tweede jaar—			
Eerste 6 maande...	2 0 0	1 1 3	3 1 3
Tweede 6 maande...	2 4 0	1 2 9	3 6 9
Derde jaar—			
Eerste 6 maande...	2 7 0	1 4 3	3 11 3
Tweede 6 maande...	2 12 6	1 9 6	4 2 0
Daarna die loon voorgeskryf in (a), nl.....	3 0 0	1 12 0	4 12 0
(c) Indien tot leerlingsnyer bevorder—			
Vierde jaar—			
Eerste 6 maande...	3 15 0	2 4 3	5 19 3
Tweede 6 maande...	4 12 6	2 11 6	7 4 0
Vyfde jaar—			
Eerste 6 maande...	5 10 0	3 2 3	8 12 3
Tweede 6 maande...	6 7 6	3 13 9	10 1 3
Daarna die loon voorgeskryf in (ii) (a), nl.....	7 12 6	3 15 9	11 8 3

DEEL B.—FABRIEKSWERKERS.

	Basiese loon.	Lewens-koste-toelae.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Graad I-werknemer, manlik—			
(a) Gekwalifiseer.....	5 10 0	3 2 3	8 12 3
(b) Leerling—			
Eerste jaar—			
Eerste 6 maande....	1 10 0	0 15 9	2 5 9
Tweede 6 maande....	1 12 6	1 0 3	2 12 9
Tweede jaar—			
Eerste 6 maande....	2 0 0	1 1 3	3 1 3
Tweede 6 maande....	2 7 0	1 4 3	3 11 3
Derde jaar—			
Eerste 6 maande....	2 12 6	1 9 6	4 2 0
Tweede 6 maande....	3 0 0	1 12 0	4 12 0
Vierde jaar—			
Eerste 6 maande....	3 7 3	1 15 9	5 3 0
Tweede 6 maande....	3 15 0	2 4 3	5 19 3
Vyfde jaar—			
Eerste 6 maande....	4 3 0	2 7 6	7 4 0
Tweede 6 maande....	4 12 6	2 11 6	7 4 0
Daarna die loon voorgeskryf in (a), nl....	5 10 0	3 2 3	8 12 3
Graad II-werknemer, manlik—			
(a) Gekwalifiseer.....	3 7 6	1 15 9	5 3 3
(b) Leerling—			
Eerste jaar—			
Eerste 6 maande....	1 10 0	0 15 9	2 5 9
Tweede 6 maande....	1 12 6	1 0 3	2 12 9
Tweede jaar—			
Eerste 6 maande....	2 0 0	1 1 3	3 1 3
Tweede 6 maande....	2 7 0	1 4 3	3 11 3
Derde jaar—			
Eerste 6 maande....	2 12 6	1 9 6	4 2 0
Tweede 6 maande....	3 0 0	1 12 0	4 12 0
Daarna die loon in (a), nl.....	3 7 6	1 15 9	5 3 3
Graad I-werknemer, vroulik—			
(a) Gekwalifiseer.....	3 7 6	1 15 9	5 3 3
(b) Leerling, uitgesonderd bediener van vervoertoestel—			
Eerste jaar—			
Eerste 6 maande....	1 10 0	1 5 9	2 5 9
Tweede 6 maande....	1 12 6	1 0 3	2 12 9
Tweede jaar—			
Eerste 6 maande....	2 0 0	1 1 3	3 1 3
Tweede 6 maande....	2 7 0	1 4 3	3 11 3
Derde jaar—			
Eerste 6 maande....	2 12 6	1 9 6	4 2 0
Tweede 6 maande....	3 0 0	1 12 0	4 12 0
Daarna die loon voorgeskryf in (a), nl.....	3 7 6	1 15 9	5 3 3

	Basic Wage.	Cost of Living Allowance.	Total.
	£ s. d.	£ s. d.	£ s. d.
(c) If advanced to learner cutter—			
Sixth year—			
First six months...	5 10 0	3 2 3	8 12 3
Second six months...	6 7 6	3 13 9	10 1 3
Thereafter the wage specified in (ii) (a), i.e.....	7 12 6	3 15 9	11 8 3
(iv) Layer-up—			
(a) Qualified.....	3 0 0	1 12 0	4 12 0
(b) Learner—			
First year—			
First six months...	1 10 0	0 15 9	2 5 9
Second six months...	1 12 6	1 0 3	2 12 9
Second year—			
First six months...	2 0 0	1 1 3	3 1 3
Second six months...	2 4 0	1 2 9	3 6 9
Third year—			
First six months...	2 7 0	1 4 3	3 11 3
Second six months...	2 12 6	1 9 6	4 2 0
Thereafter the wage specified in (a)...	3 0 0	1 12 0	4 12 0
(c) If advanced to learner cutter—			
Fourth year—			
First six months...	3 15 0	2 4 3	5 19 3
Second six months...	4 12 6	2 11 6	7 4 0
Fifth year—			
First six months...	5 10 0	3 2 3	8 12 3
Second six months...	6 7 6	3 13 9	10 1 3
Thereafter the wage specified in (ii) (a) i.e.....	7 12 6	3 15 9	11 8 3

PART B.—FACTORY OPERATIVES.

	Basic Wage.	Cost of Living Allowance.	Total.
	£ s. d.	£ s. d.	£ s. d.
Grade I employee, male—			
(a) Qualified.....	5 10 0	3 2 3	8 12 3
(b) Learner—			
First year—			
First six months....	1 10 0	0 15 9	2 5 9
Second six months...	1 12 6	1 0 3	2 12 9
Second year—			
First six months....	2 0 0	1 1 3	3 1 3
Second six months...	2 7 0	1 4 3	3 11 3
Third year—			
First six months....	2 12 6	1 9 6	4 2 0
Second six months...	3 0 0	1 12 0	4 12 0
Fourth year—			
First six months....	3 7 3	1 15 9	5 3 0
Second six months...	3 15 0	2 4 3	5 19 3
Fifth year—			
First six months....	4 3 0	2 7 6	6 10 6
Second six months...	4 12 6	2 11 6	7 4 0
Thereafter the wage specified in (a), i.e.....	5 10 0	3 2 3	8 12 3
Grade II employee, male—			
(a) Qualified.....	3 7 6	1 15 9	5 3 3
(b) Learner—			
First year—			
First six months....	1 10 0	0 15 9	2 5 9
Second six months...	1 12 6	1 0 3	2 12 9
Second year—			
First six months....	2 0 0	1 1 3	3 1 3
Second six months...	2 7 0	1 4 3	3 11 3
Third year—			
First six months....	2 12 6	1 9 6	4 2 0
Second six months...	3 0 0	1 12 0	4 12 0
Thereafter the wage in (a), i.e.....	3 7 6	1 15 9	5 3 3
Grade I employee, female—			
(a) Qualified.....	3 7 6	1 15 9	5 3 3
(b) Learner, other than those engaged in operating on a conveyor—			
First year—			
First six months....	1 10 0	0 15 9	2 5 9
Second six months...	1 12 6	1 0 3	2 12 9
Second year—			
First six months....	2 0 0	1 1 3	3 1 3
Second six months...	2 7 0	1 4 3	3 11 3
Third year—			
First six months....	2 12 6	1 9 6	4 2 0
Second six months...	3 0 0	1 12 0	4 12 0
Thereafter the wage specified in (a), i.e.....	3 7 6	1 15 9	5 3 3

	Basiese loon.	Lewens-koste-toelae.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
(c) Leerling, bediener van ver-voertoeel—			
Eerste jaar—			
Eerste 6 maande....	1 10 0	0 17 9	2 7 9
Tweede 6 maande....	1 15 0	0 19 3	2 14 3
Tweede jaar—			
Eerste 6 maande....	2 4 0	1 2 9	3 6 9
Tweede 6 maande....	2 8 6	1 7 0	3 15 6
Derde jaar—			
Eerste 6 maande....	2 12 6	1 9 6	4 2 0
Tweede 6 maande....	3 0 0	1 12 0	4 12 0
Daarna die loon voor-ge-skrif in (a), nl....	3 7 6	1 15 9	5 3 3
Graad II-werknemer, vroulik—			
(a) Gekwalifiseer.....	2 12 0	1 7 0	3 19 0
(b) Ongekwalifiseer—			
Eerste jaar—			
Eerste 6 maande....	1 10 0	0 15 9	2 5 9
Tweede 6 maande....	1 12 6	1 0 3	2 12 9
Tweede jaar—			
Eerste 6 maande....	2 0 0	1 1 3	3 1 3
Tweede 6 maande....	2 4 0	1 2 9	3 6 9
Derde jaar—			
Eerste 6 maande....	2 7 0	1 4 3	3 11 3
Tweede 6 maande....	2 8 6	1 7 0	3 15 6
Daarna die loon voor-ge-skrif in (a), nl....	2 12 0	1 7 0	3 19 0
Bode en/of boodskapper—			
(a) Gekwalifiseer.....	2 7 0	1 4 3	3 11 3
(b) Leerling—			
Eerste jaar—			
Eerste 6 maande....	1 10 0	0 15 9	2 5 9
Tweede 6 maande....	1 12 6	1 0 3	2 12 9
Tweede jaar—			
Eerste 6 maande....	2 0 0	1 1 3	3 1 3
Tweede 6 maande....	2 4 0	1 2 9	3 6 9
Daarna die loon voor-ge-skrif in (a), nl....	2 7 0	1 4 3	3 11 3
Onderperser—			
(a) Gekwalifiseer.....	4 12 6	2 11 6	7 4 0
(b) Leerling—			
Eerste jaar—			
Eerste 6 maande....	1 10 0	0 15 9	2 5 9
Tweede 6 maande....	1 12 6	1 0 3	2 12 9
Tweede jaar—			
Eerste 6 maande....	2 0 0	1 1 3	3 1 3
Tweede 6 maande....	2 4 0	1 2 9	3 6 9
Derde jaar—			
Eerste 6 maande....	2 7 0	1 4 3	3 11 3
Tweede 6 maande....	2 12 6	1 9 6	4 2 0
Vierde jaar—			
Eerste 6 maande....	3 0 0	1 12 9	4 12 0
Tweede 6 maande....	3 7 6	1 15 9	5 3 3
Vyfde jaar—			
Eerste 6 maande....	3 15 0	2 4 3	5 19 3
Tweede 6 maande....	4 3 0	2 7 6	6 10 6
Daarna die loon voor-ge-skrif in (a), nl....	4 12 6	2 11 6	7 4 0
(c) Indien tot leerlingperser bevorder—			
Sesde jaar—			
Eerste 6 maande....	4 12 6	2 11 6	7 4 0
Tweede 6 maande....	5 0 0	2 18 9	7 18 9
Daarna die loon voor-ge-skrif vir 'n ge-kwalifiseerde graad I-werknemer (man-lik).....	5 10 0	3 2 3	8 12 3

DEEL C.—KLERKLIK EN REISIGERS.

	Basiese loon.	Lewens-koste-toelae.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Klerklike werknemers (manlik)—			
Eerste jaar ondervinding....	1 17 9	1 0 1	2 17 10
Tweede jaar ondervinding....	2 10 3	1 7 3	3 17 6
Derde jaar ondervinding....	3 12 3	2 0 5	5 12 8
Vierde jaar ondervinding....	4 17 0	2 12 10	7 9 10
Vyfde jaar ondervinding....	6 3 0	3 7 1	9 10 1
Daarna.....	7 0 6	3 14 10	10 15 4
Klerklike werknemers (vroulik)—			
Eerste jaar ondervinding....	1 17 9	1 0 1	2 17 10
Tweede jaar ondervinding....	2 4 6	1 2 10	3 7 4
Derde jaar ondervinding....	2 10 3	1 7 3	3 17 6
Vierde jaar ondervinding....	2 16 9	1 10 3	4 7 0
Daarna.....	3 12 3	2 0 5	5 12 8
Reisiger, manlik, gekwalifiseer..	10 7 8	3 14 10	14 2 6

	Basic Wage.	Cost of Living Allowance.	Total.
	£ s. d.	£ s. d.	£ s. d.
(c) Learner engaged in operating on a conveyor—			
First year—			
First six months....	1 10 0	0 17 9	2 7 9
Second six months...	1 15 0	0 19 3	2 14 3
Second year—			
First six months....	2 4 0	1 2 9	3 6 9
Second six months...	2 8 6	1 7 0	3 15 6
Third year—			
First six months....	2 12 6	1 9 6	4 2 0
Second six months...	3 0 0	1 12 0	4 12 0
Thereafter the wage specified in (a), i.e. Grade II employee, female—	3 7 6	1 15 9	5 3 3
(a) Qualified.....	2 12 0	1 7 0	3 19 0
(b) Unqualified—			
First year—			
First six months....	1 10 0	0 15 9	2 5 9
Second six months...	1 12 6	1 0 3	2 12 9
Second year—			
First six months....	2 0 0	1 1 3	3 1 3
Second six months...	2 4 0	1 2 9	3 6 9
Third year—			
First six months....	2 7 0	1 4 3	3 11 3
Second six months...	2 0 6	1 7 0	3 15 6
Thereafter the wage specified in (a), i.e. Messenger and/or errand boy—	2 12 0	1 7 0	3 19 0
(a) Qualified.....	2 7 0	1 4 3	3 11 3
(b) Learner—			
First year—			
First six months....	1 10 0	0 15 9	2 5 9
Second six months...	1 12 6	1 0 3	2 12 9
Second year—			
First six months....	2 0 0	1 1 3	3 1 3
Second six months...	2 4 0	1 2 9	3 6 9
Thereafter the wage specified in (a), i.e. Under presser—	2 7 0	1 4 3	3 11 3
(a) Qualified.....	4 12 6	2 11 6	7 4 0
(b) Learner—			
First year—			
First six months....	1 10 0	0 15 9	2 5 9
Second six months...	1 12 6	1 0 3	2 12 9
Second year—			
First six months....	2 0 0	1 1 3	3 1 3
Second six months...	2 4 0	1 2 9	3 6 9
Third year—			
First six months....	2 7 0	1 4 3	3 11 3
Second six months...	2 12 6	1 9 6	4 2 0
Fourth year—			
First six months....	3 0 0	1 12 0	4 12 0
Second six months...	3 7 6	1 15 9	5 3 3
Fifth year—			
First six months....	3 15 0	2 4 3	5 19 3
Second six months...	4 3 0	2 7 6	6 10 6
Thereafter the wage specified in (a), i.e. (c) If advanced to learner presser—	4 12 6	2 11 6	7 4 0
Sixth year—			
First six months....	4 12 6	2 11 6	7 4 0
Second six months...	5 0 0	2 18 9	7 18 9
Thereafter the wage specified for a quali-fied Grade I em-ployee (male).....	5 10 0	3 2 3	8 12 3

PART C.—CLERICAL AND TRAVELLERS.

	Basic Wage.	Cost of Living Allowance.	Total.
	£ s. d.	£ s. d.	£ s. d.
Clerical employees (male)—			
First year of experience....	1 17 9	1 0 1	2 17 10
Second year of experience....	2 10 3	1 7 3	3 17 6
Third year of experience....	3 12 3	2 0 5	5 12 8
Fourth year of experience....	4 17 0	2 12 10	7 9 10
Fifth year of experience....	6 3 0	3 7 1	9 10 1
Thereafter.....	7 0 6	3 14 10	10 15 4
Clerical employees (female)—			
First year of experience....	1 17 9	1 0 1	2 17 10
Second year of experience....	2 4 6	1 2 10	3 7 4
Third year of experience....	2 10 3	1 7 3	3 17 6
Fourth year of experience....	2 16 9	1 10 3	4 7 0
Thereafter.....	3 12 3	2 0 5	5 12 8
Traveller, male, qualified.....	10 7 8	3 14 10	14 2 6

	Basiese loon.	Lewens- koste- toelae.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Reisiger, manlik, ongekwalifi- seer—			
Gedurende 1ste 6 maande ondervinding.....	5 15 5	3 2 2	8 17 7
Gedurende 2de 6 maande ondervinding.....	6 6 11	3 7 1	9 14 0
Gedurende 3de 6 maande ondervinding.....	6 18 6	3 14 10	10 13 4
Gedurende 4de 6 maande ondervinding.....	7 10 0	3 14 10	11 4 10
Gedurende 5de 6 maande ondervinding.....	8 1 6	3 14 10	11 16 4
Gedurende 6de 6 maande ondervinding.....	8 13 1	3 14 10	12 7 11
Gedurende 7de 6 maande ondervinding.....	9 4 7	3 14 10	12 19 5
Gedurende 8ste 6 maande ondervinding.....	9 16 2	3 14 10	13 11 0
Reisiger, vroulik gekwalifiseer..	8 8 6	3 14 10	12 3 4
Reisiger, vroulik, ongekwalifi- seer—			
Gedurende 1ste 6 maande ondervinding.....	4 12 4	2 12 10	7 5 2
Gedurende 2de 6 maande ondervinding.....	5 1 10	2 17 3	7 19 1
Gedurende 3de 6 maande ondervinding.....	5 11 4	3 2 2	8 13 6
Gedurende 4de 6 maande ondervinding.....	6 0 10	3 7 1	9 7 11
Gedurende 5de 6 maande ondervinding.....	6 10 5	3 14 10	10 5 3
Gedurende 6de 6 maande ondervinding.....	6 19 11	3 14 10	10 14 9
Gedurende 7de 6 maande ondervinding.....	7 9 5	3 14 10	11 4 3
Gedurende 8ste 6 maande ondervinding.....	7 18 11	3 14 10	11 13 9

DEEL D.—ALGEMEEN.

	Basiese loon.	Lewens- koste- toelae.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Ketelbediener.....	2 17 6	1 14 6	4 12 0
Dryfbandhersteller, gekwalifiseer	2 12 0	1 7 0	3 19 0
Dryfbandhersteller, ongekwalifi- seer—			
Eerste 6 maande ondervinding	1 10 0	15 9	2 5 9
Tweede 6 maande onder- vinding.....	1 12 6	1 0 3	2 12 9
Derde 6 maande ondervinding	2 0 0	1 1 3	3 1 3
Vierde 6 maande ondervinding	2 4 0	1 2 9	3 6 9
Vyfde 6 maande ondervinding	2 7 0	1 4 3	3 11 3
Sesde 6 maande ondervinding	2 8 6	1 7 0	3 15 6
Daarna.....	2 12 0	1 7 0	3 19 0
Versendingsverpakker.....	3 0 0	1 12 0	4 12 0
Assistent-versendingsverpakker.	2 7 0	1 4 3	3 11 3
Voorman of manlike toesighouer	7 0 0	3 13 3	10 13 3
Voorvrou of vroulike toesig- houer.....	4 5 0	2 8 3	6 13 3
Ongeskoolde arbeider.....	2 7 6	1 8 0	3 15 6
Motorvoertuigdrywer.....	5 14 9	3 2 6	8 17 3
Motorvoertuigdrywer (deeltjds).	3 0 0	1 15 9	4 15 9
Reisiger se drywer.....	2 10 0	1 8 0	3 18 0
Wag.....	3 0 0	1 12 0	4 12 0
Teemaakster.....	2 7 0	1 4 3	3 11 3

LEWENSKOSTETOELAE.

L.W.—Die bostaande toelaes is betaalbaar aan alle werknemers wat die minimum voorgeskrewe lone ontvang.

Persone aan wie meer as die voorgeskrewe lone betaal word is, behoudens die volgende voorwaardes, geregtig op onderstaande toelaeskaal:—

- In geen geval kan die totale bedrag aan lone en toelaes wat op die datum van die inwerkingtreding van hierdie Ooreenkoms betaalbaar is, verminder word nie.
- In geen geval kan die totaal wat aan basiese lone en lewenskostetoelaes betaal is, minder wees as die ooreenstemmende totaal wat elders in hierdie artikel aangetoon word vir 'n werknemer van die betrokke klas en ondervinding nie.

	Basic Wage.	Cost of Living Allowance.	Total.
	£ s. d.	£ s. d.	£ s. d.
Traveller, male, unqualified—			
During first six months of experience.....	5 15 5	3 2 2	8 17 7
During second six months of experience.....	6 6 11	3 7 1	9 14 0
During third six months of experience.....	6 18 6	3 14 10	10 13 4
During fourth six months of experience.....	7 10 0	3 14 10	11 4 10
During fifth six months of experience.....	8 1 6	3 14 10	11 16 4
During sixth six months of experience.....	8 13 1	3 14 10	12 7 11
During seventh six months of experience.....	9 4 7	3 14 10	12 19 5
During eighth six months of experience.....	9 16 2	3 14 10	13 11 0
Traveller, female, qualified.....	8 8 6	3 14 10	12 3 4
Traveller, female, unqualified—			
During first six months of experience.....	4 12 4	2 12 10	7 5 2
During second six months of experience.....	5 1 10	2 17 3	7 19 1
During third six months of experience.....	5 11 4	3 2 2	8 13 6
During fourth six months of experience.....	6 0 10	3 7 1	9 7 11
During fifth six months of experience.....	6 10 5	3 14 10	10 5 3
During sixth six months of experience.....	6 19 11	3 14 10	10 14 9
During seventh six months of experience.....	7 9 5	3 14 10	11 4 3
During eighth six months of experience.....	7 18 11	3 14 10	11 13 9

PART D.—GENERAL.

	Basic Wage.	Cost of Living Allowance.	Total.
	£ s. d.	£ s. d.	£ s. d.
Boiler attendant.....	2 17 6	1 14 6	4 12 0
Belt boy, qualified.....	2 12 0	1 7 0	3 19 0
Belt boy, unqualified—			
First six months of experience	1 10 0	0 15 9	2 5 9
Second six months of experience.....	1 12 6	1 0 3	2 12 9
Third six months of experience	2 0 0	1 1 3	3 1 3
Fourth six months of experience.....	2 4 0	1 2 9	3 6 9
Fifth six months of experience	2 7 0	1 4 3	3 11 3
Sixth six months of experience	2 8 6	1 7 0	3 15 6
Thereafter.....	2 12 0	1 7 0	3 19 0
Despatch packers.....	3 0 0	1 12 0	4 12 0
Assistant despatch packers.....	2 7 0	1 4 3	3 11 3
Foreman or male supervisor....	7 0 0	3 13 3	10 13 3
Forewoman or female supervisor	4 5 0	2 8 3	6 13 3
Unskilled labourer.....	2 7 6	1 8 0	3 15 6
Motor vehicle driver.....	5 14 9	3 2 6	8 17 3
Motor vehicle driver (part-time)	3 0 0	1 15 9	4 15 9
Traveller's driver.....	2 10 0	1 8 0	3 18 0
Watchman.....	3 0 0	1 12 0	4 12 0
Tea girl.....	2 7 0	1 4 3	3 11 3

COST OF LIVING ALLOWANCES.

N.B.—The above allowances are payable to all employees in respect of the minimum wages prescribed.

Persons paid wages in excess of those prescribed are entitled to the following scale of allowances subject to the following conditions:—

- In no case can the total amount of wages and allowances paid as at the date of coming into operation of this Agreement be reduced.
- In no case can the total paid in basic wages and cost of living allowances be less than the corresponding total shown elsewhere in this section for an employee of the class and experience concerned.

Basiese loon per week.			Lewens-koste-toelae per week.	Basiese loon per week.			Lewens-koste-toelae per week.
Meer as	Tot			Meer as	Tot		
£ s. d.	£ s. d.	s. d.		£ s. d.	£ s. d.	s. d.	
1 5 0	1 10 0	14 6		3 5 0	3 10 0	33 3	
1 10 0	1 15 0	18 9		3 10 0	3 15 0	41 3	
1 15 0	2 0 0	19 9		3 15 0	4 0 0	41 3	
2 0 0	2 5 0	21 0		4 0 0	4 10 0	44 3	
2 5 0	2 10 0	22 6		4 10 0	5 0 0	48 0	
2 10 0	2 15 0	27 6		5 0 0	5 10 0	58 0	
2 15 0	3 0 0	29 9		5 10 0	6 0 0	58 0	
3 0 0	3 5 0	33 3		6 0 0	6 10 0	66 3	
—	—	—		6 10 0	—	68 0	

(2) *Spanleiers*.—Bo en behalwe die loon plus lewenskostetoelae wat kragtens subartikel (1) van hierdie artikel bereken word, moet 'n werknemer van wie dit vereis word om die werk van 'n spanleier te verrig, 'n ekstra ses shillings en ses pennies per week, sonder ekstra lewenskostetoelae daarop, ontvang en betaal word vir solank hy aldus in diens is.

(3) *Op-maat-werk*.—Bo en behalwe die loon plus lewenskostetoelae wat kragtens subartikel (1) van hierdie artikel aan enige werknemer (uitgesonderd 'n werknemer wat uitsluitlik afgemerkte kledingstukke uitsny) wat in die klerasie-afdeling in diens is vir die produksie van kledingstukke wat op maat van individuele persone gemaak word, betaalbaar is, moet hy vir die tyd wat hy in diens is 'n bedrag betaal word wat 10 persent van die loon is wat in subartikel (1) van hierdie artikel voorgeskryf word vir die klas werk waarvoor hy in diens is.

(4) *Verhogingsdatums*.—Ten einde verhogings te bereken, word dit beskou dat diens alle tydperke van afwesigheid van werk insluit, uitgesonderd afwesighede wat ooreenkomstig die volgende procedure aan die Raad gemeld is:—

Waar 'n werknemer afwesig is van werk *sonder betaling* vir 'n onafgebroke tydperk van meer as 4 agtereenvolgende betaalweke, moet die naam van die werknemer en die tydperk van sodanige afwesigheid aan die Raad meegedeel word binne 14 dae nadat die werknemer sy werk hervat het.

(5) Geen manlike gekwalifiseerde werknemer, wat op die datum van hierdie Ooreenkoms in die bedryf werksaam is, mag, uitgesonderd met voorafgaande toestemming van die Raad, ontslaan word nie, behalwe wanneer sodanige werknemer deur 'n ander gekwalifiseerde manlike werknemer in dieselfde vak vervang word.

(6) Behalwe met die goedkeuring van die Raad, of tensy anders in hierdie Ooreenkoms bepaal, moet aan 'n werknemer wat van een bedryf na 'n ander waarvoor in hierdie Ooreenkoms lone voorgeskryf word, by dieselfde werkgever, of as hy by 'n ander werkgever diens aanvaar, oorgeplaas word, die loon betaal word wat voorgeskryf is ten opsigte van die ondervinding wat dié werknemer in die nywerheid het, afgesien van die vak waarin genoemde ondervinding opgedoen is.

(7) *Differensiële lone*.—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir meer as een uur altesaam op enige dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor of—

(a) 'n hoër loon as dié vir sy eie klas; of

(b) 'n stygende loonskaal wat op 'n hoër loon as dié vir sy eie klas eindig;

in subklousule (1) van hierdie klousule voorgeskryf word, moet sodanige werknemer ten opsigte van daardie dag betaal—

(i) in die geval in paragraaf (a) genoem, minstens een-vyfde van die hoër weekloon, voorgeskryf in subklousule (1); en

(ii) in die geval in paragraaf (b) genoem, minstens een-vyfde van die hoogste weekloon voorgeskryf in subklousule (1) vir die hoër klas;

met dien verstande dat as die verskil tussen klasse kragtens subklousule (1) berus op ondervinding, geslag of ouderdom, hierdie subklousule nie van toepassing is nie.

(8) Aan 'n werknemer wat met 'n patent-masjien werk, mag nie minder betaal word as wat aan haar voorganger betaal is toe laasgenoemde opgehou het om met sodanige masjien te werk nie; met dien verstande dat dié beperking nie in die geval van 'n werknemer wat uit eie beweging uit die diens van die betrokke werkgever tree, van toepassing is nie.

(9) Behoudens die bepalinge van subartikel (4) van artikel 5, subartikels (1), (2) en (3) van artikel 12 en subartikel 4 (b) van artikel 11, moet aan 'n werknemer die volle weekloon betaal word wat voorgeskryf is in subartikel (1) van hierdie artikel vir 'n werknemer van sy klas, of hy die volle tyd gewerk het of minder.

(10) In 'n inrigting waar geen voorman of voorvrou in diens is nie, is enige werknemer (uitgesonderd 'n spanleier) wat vir die werk van ander werknemers verantwoordelik gehou word, geregig tot en moet betaal word teen minstens die opsigter se loonskaal en lewenskostetoelae voorgeskryf in subartikel (1) van hierdie artikel.

Basic Wage per week.			C.O.L.A. per week.	Basic Wage per week.			C.O.L.A. per week.
Over	To			Over	To		
£ s. d.	£ s. d.	s. d.		£ s. d.	£ s. d.	s. d.	
1 5 0	1 10 0	14 6		3 5 0	3 10 0	33 3	
1 10 0	1 15 0	18 9		3 10 0	3 15 0	41 3	
1 15 0	2 0 0	19 9		3 15 0	4 0 0	41 3	
2 0 0	2 5 0	21 0		4 0 0	4 10 0	44 3	
2 5 0	2 10 0	22 6		4 10 0	5 0 0	48 0	
2 10 0	2 15 0	27 6		5 0 0	5 10 0	58 0	
2 15 0	3 0 0	29 9		5 10 0	6 0 0	58 0	
3 0 0	3 5 0	33 3		6 0 0	6 10 0	66 3	
—	—	—		6 10 0	—	68 0	

(2) *Set-leaders*.—In addition to the wage plus cost of living allowance computed in terms of sub-section (1) of this section, any employee when called upon to perform the duties of a set-leaders, shall receive and be paid an additional six shillings and sixpence per week, with no extra cost of living payable thereon whilst so employed.

(3) *Bespoke Work*.—In addition to the wage plus cost of living allowance payable in terms of sub-section (1) of this section, any employee (other than one exclusively employed in cutting out marked-in garments) who is employed in the clothing section upon the production of garments made to the measurement of individual persons, shall for the time he is employed be paid an amount of ten per cent of the wage prescribed in sub-section (1) of this section for the class of work on which he is employed.

(4) *Incremental Dates*.—For the purpose of calculating increments employment shall be deemed to include all periods of absence from work other than absences notified to the Council in accordance with the following procedure:—

Where any employee is absent from work *without pay* for a continuous period of more than 4 consecutive pay weeks the name of the employee and the period of such absence must be notified to the Council within 14 days of the employee resuming work.

(5) Except with the consent of the Council first obtained, no qualified male employee engaged in the industry at the date of coming into operation of this Agreement shall be retrenched unless, when replaced, another qualified male employee is employed in the same occupation.

(6) Except with the approval of the Council, or unless otherwise provided for herein, an employee transferred from one occupation to another for which wages are prescribed in this Agreement, either with the same employer or if commencing service with another employer shall be paid the wages prescribed in respect of the experience such an employee has had in the industry irrespective of the occupation in which such experience has been obtained.

(7) *Differential Rates*.—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class; or

(b) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in sub-clause (1) shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a) not less than one-fifth of the higher weekly wage prescribed in sub-clause (1); and

(ii) in the case referred to in paragraph (b) not less than one-fifth of the highest weekly wage prescribed in sub-clause (1) for the higher class;

provided that where the difference between classes is, in terms of sub-clause (1) based on experience, sex or age, the provisions of this sub-clause shall not apply.

(8) An employee who is engaged to operate a patent machine shall not be paid less than the wage paid to her predecessor at the time the latter ceased to be employed on such a machine; provided that this restriction shall not apply in the case of an employee who leaves the service of the employer concerned of her own accord.

(9) Subject to the provisions of sub-section (4) of section 5, sub-section (1), (2) and (3) of section 12 and sub-section (4) (b) of section 11, an employee shall be paid the full weekly wage and cost of living allowance prescribed in sub-section (1) of this section for an employee of his class whether he has worked full time or less.

(10) In an establishment where a foreman or forewoman is not employed, any employee (other than a set-leader) who is responsible for the work performed by other employees, shall be entitled to and be paid not less than the wage and cost of living allowance prescribed in sub-section (1) of this section for a supervisor.

(11) *Lewenskostoelae*.—Die lewenskostoelae wat betaalbaar is, is soos voorgeskryf in subklousule (1) van hierdie artikel, behoudens die volgende voorwaardes:—

- (a) Indien die toelaes voorgeskryf by Oorlogsmaatreël No. 43 (soos gewysig) of enige maatreël wat dit vervang, te eniger tyd gewysig word gedurende die geldigheidsduur van hierdie Ooreenkoms, moet die toelaes uiteengesit in subartikel (1) ook gewysig word in elke loongroep deur dieselfde bedrag waardeur die toelaes vir die ooreenstemmende loongroep by die Oorlogsmaatreël (of enige maatreël wat dit vervang) gewysig is, plus 10 persent van sodanige wysiging.
- (b) Die toelaes betaalbaar kragtens subartikel (1) moet nooit minder wees as die ooreenstemmende toelae betaalbaar kragtens die Oorlogsmaatreël (of enige maatreël wat dit vervang) nie.
- (c) Van die lewenskostoelae wat ingevolge subartikel (1) betaalbaar is, kan hoegenaamd geen kortings gemaak word nie; met dien verstande dat wanneer dit kragtens hierdie Ooreenkoms toegestaan word om van die loon van 'n werknemer 'n korting te maak ten opsigte van enige versuim van sodanige werknemer om die voorwaardes van sy kontrak na te kom, 'n ooreenkomstige *pro rata* korting van die lewenskostoelae wat ten opsigte van dieselfde tydperk betaalbaar is, gemaak kan word.

BETALING VAN LONE.

(1) Niks in hierdie Ooreenkoms vervat, kan die loon wat aan enige werknemer onmiddellik voor of op die datum waarop hierdie Ooreenkoms van krag geword het, betaal is, of waarop hy geregtig was, verminder terwyl sodanige werknemer by dieselfde werkgever in diens is nie. Die bepaling van hierdie subartikel is ook van toepassing in die geval van enige werknemer wie se dienste beëindig word deur sodanige werkgever na die aanvangsdatum van hierdie Ooreenkoms en wat weer deur sodanige werkgever in diens geneem word.

(2) (a) Verskuldigde besoldiging moet weekliks elke Vrydag in kontant betaal word op die plek en tyd genoem in die kennisgewing wat ooreenkomstig regulasie 7 (5) ingevolge die Wet vertoon word, maar nie later as 5.30 nm. nie en alle tyd wat verloop na die gewone werkeure en die tyd wanneer betaling gedoen word, word as oortyd beskou. As 'n betaaldag op 'n publieke vakansiedag val, moet betaling op die dag voor dié vakansiedag gedoen word.

(b) Werknemers in diens op 'n maandelikse basis moet nie later as die laaste dag van elke kalendermaand, of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer val, betaal word nie.

(c) Met dien verstande dat as die dienskontrak op enige ander werkdag as die gewone betaaldag van die inrigting beëindig word, alle lone, of ander gelde aan die werknemer verskuldig, onmiddellik by diensbeëindiging betaal moet word.

(3) *Loonkoevert*.—Alle lone moet aan werknemers oorhandig word in versleëde koevert waarop die naam van die werknemer, sy fabrieksnummer en die naam van die werkgever aangegee is. Die loonkoevert moet vermeld die getal ure wat deur die werknemer gewerk is, sy voorgeskrewe weekloon of skaal per uur, kortings gemaak ingevolge subartikel (4) van hierdie artikel en subartikels (1), (2) en (3) van artikel 12 (d.w.s. kort tyd), en die datum tot waarop lone of skale wat op die koevert aangegeen is, betaal word.

(4) Geen kortings van watter aard ook al, mag van die bedrag aan 'n werknemer verskuldig, gemaak word nie, uitgesonderd onderstaande:—

- (a) As 'n werknemer van werk afwesig is kan 'n *pro rata* bedrag vir die tyd wat werklik verloor is, afgetrek word;
- (b) met die skriftelike toestemming van die werknemer, kortings vir spaar- en/of verloffonds; met dien verstande dat die stigting of voortsetting van 'n spaar en/of verloffonds onderworpe is aan die goedkeuring van die Nywerheidsraad, nadat die werkgever ooreengekom het om die geld wat van die lone van sy werknemers afgetrek is, in 'n waarborgfonds onder toesig van die Nywerheidsraad te stort, en vir kontant voorgeskiet op lone en/of ledegeld aan die vakverenigingfondse;
- (c) heffings ingevolge artikel 22 en bydraes aan die Siektebystandsfonds ingevolge artikel 26 van die Ooreenkoms en vakverenigingsledegeld ingevolge artikel 27 van die Ooreenkoms;
- (d) enige bedrag deur 'n werkgever ten behoeve van 'n werknemer ingevolge 'n verpligting kragtens enige wet, ordonansie of regsdeding betaal;
- (e) as 'n werkgever 'n werknemer van 'n skêr voorsien, kan hy as betaling daarvoor 'n bedrag van hoogstens 3d. per week aftrek totdat die prys waarteen die werkgever die skêr gekoop het, terugbetaal is; maar ingeval die werknemer die skêr aan die werkgever terugbesorg, is hy geregtig op terugbetaling van die totale bedrag wat hy betaal het;
- (f) geen werknemer is verplig om tee (of ander drank) te neem nie, maar wanneer 'n werknemer ingestem het om tee (of ander drank) aan te neem wat deur die werkgever verskaf word, kan 'n bedrag van hoogstens 'n ½d. per koppie ingevolge artikel 13 van hierdie Ooreenkoms afgetrek word;
- (g) wanneer geen werk vir 'n werknemer beskikbaar is nie weens 'n defek aan masjinerie of ander oorsaak buite beheer van die bestuur, kan die werkgever 'n *pro rata* bedrag aftrek vir alle verlore tyd bo twee uur.

(11) *Cost of Living Allowance*.—The cost of living allowances payable shall be as provided in sub-section (1) of this section subject to the following conditions:—

- (a) If the allowances prescribed by War Measure No. 43 (as amended), or any measure replacing same, are at any time varied during the period of operation of this Agreement then the allowances set forth in sub-section (1) shall also be varied in each wage group by the same amount by which the allowances for the corresponding wage group under the War Measure (or any measure replacing same) has been varied, plus 10 per cent of such variation.
- (b) The allowances payable in terms of sub-section (1) shall at no time be less than the corresponding allowance payable in terms of the War Measure (or any measure replacing same).
- (c) No deduction whatever shall be made from the cost of living allowance payable in terms of sub-section (1); provided that whenever a deduction from the wages of an employee is permitted by this Agreement in respect of any failure of such employee to fulfill the terms of his contract, a corresponding *pro rata* deduction may be made from the cost of living allowance payable in respect of the same period.

5. PAYMENT OF WAGES.

(1) Nothing in this Agreement shall operate to reduce the wage which was being paid immediately prior to, or to which any employee was entitled at the date of the commencement of this Agreement whilst such employee is employed by the same employer. The provisions of this sub-section shall also apply in the case of any employee whose services are terminated by such employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer.

(2) (a) Remuneration due to an employee shall be paid in cash each Friday during working hours at the place and time specified in the notice posted up in accordance with regulation 7 (5) under the Act but not later than 5.30 p.m. Any time which may elapse after the normal hours of work and the time at which payment is made shall be deemed to be overtime. If a pay day falls upon a public holiday, payment shall be made during working hours on the day preceding such holiday.

(b) Employees engaged upon a monthly basis shall be paid not later than the last day in each calendar month, or upon the termination of employment if this should take place before the ordinary pay day of the employee.

(c) Provided that where the contract of employment is terminated on any working day other than the ordinary pay day in the establishment, all wages or other moneys due to the employee shall be paid immediately upon termination of employment.

(3) *Wage Envelopes*.—All wages must be handed to employees in sealed envelopes which shall bear the name of the employee, his factory number and the name of the employer. The envelope shall reflect the number of hours worked by the employee, his prescribed weekly wage rate or rate per hour, deductions made in terms of sub-section (4) of this section and sub-section (1), (2) and (3) of section 12 (i.e. short time), and the date up to which the wages or rates shown on the envelope are paid.

(4) No deductions of any description, other than the following, shall be made from the amount due to an employee:—

- (a) When an employee is absent from work, a *pro rata* amount for actual time lost may be deducted.
- (b) With the written consent of the employee, deductions for savings and/or holiday funds; provided that the commencement or continuance of a savings and/or holiday fund is subject to the approval of the Industrial Council, after the employer has agreed to deposit such moneys deducted from his employee's wages in a trust under the supervision of the Industrial Council; and for cash advance against wages and/or contributions to the funds of the trade union.
- (c) Levies in terms of section 22 and sick benefit fund contributions in terms of section 26 of this Agreement, and trade union subscriptions in terms of section 27 of the Agreement.
- (d) Any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee.
- (e) Where scissors have been provided by an employer to his employee, a weekly instalment not exceeding threepence may be deducted until the cost incurred by the employer has been repaid but in the event of the employee returning the scissors to his employer he shall be entitled to a refund of the total amount he has paid.
- (f) No employee shall be compelled to take tea (or other beverage), but where an employee has agreed to accept tea (or other beverage) provided by the employer, a deduction of not more than one halfpenny per cup may be made in accordance with section 13 of this Agreement.
- (g) Where no work is available to an employee on account of a breakdown of machinery, or other cause beyond the control of the management, the employer may make a *pro rata* deduction for any time lost in excess of two hours.

(5) Werkgevers wat hul werknemers voorsien van goedere van watter aard ook al, mag nie die bedrag daarop verskuldig van die lone van dié werknemers aftrek nie. Lone moet te alle tye ten volle betaal word, uitgesonderd soos bepaal in subartikel (4) hiervan en in subartikels (1), (2) en (3) van artikel 12, en geen korting mag gemaak word ten opsigte van goedere wat per ongeluk gedurende die vervaardigingsproses verknoei is nie.

(6) As werk in 'n inrigting van watter aard ook al verrig word deur werknemers wat in groepe of spanne georganiseer is, moet elke afsonderlike werknemer in genoemde groepe of spanne, sy lone of skale deur die werkgever of sy verteenwoordiger in die inrigting waar die werk verrig word, betaal word.

(7) Geen werkgever mag enige premie, geldelike of ander vergoeding vir die opleiding van 'n werknemer vorder of aanneem nie.

(8) Wanneer werk in 'n hele inrigting of deel daarvan ophou of onderbreek word weens skade deur brand, storm of oorstrooming, moet die werkgever aan alle werknemers wat daardeur geraak word, lone plus lewenskostoelae tot 'n maksimum van 2 weke betaal; met dien verstande dat sodanige betaling t.o.v. diensopsegging insluit wat ingevolge artikel 18 van hierdie Ooreenkoms verskuldig mag wees; met dien verstande dat waar werk in 'n gedeelte of in die hele inrigting hervat word binne 2 weke vanaf die datum waarop die werk so opgehou het of onderbreek was, is die verskuldigde betaling alleen met betrekking tot werklike tyd deur die betrokke werknemer verloor. Die bepaling van hierdie subklousule is van toepassing op enige werknemer wat op die datum van sodanige brand, storm of oorstrooming op proef in diens is kragtens subklousule (8) van artikel 18 van hierdie Ooreenkoms.

6. TYDSTATE.

(1) Elke werkgever moet ter bevrediging van die Raad 'n halfoutomatiese tydregistrasieklok of ander registrasieselsel verskaf en moet bo redelike twyfel die werklike tyd wat elke afsonderlike werknemer in die inrigting gewerk het, vasstel.

(2) Elke werknemer moet, tensy deur siekte of ander onvermydelike oorsaak verhinder, elke dag die werklike tyd wat hy in die inrigting gewerk het, registreer.

(3) Elke werknemer moet persoonlik registreer volgens die metode wat in die inrigting gevolg word en geen werknemer kan vir enige ander werknemer in dié inrigting registreer nie.

(4) Alle tydkaarte of ander soorte aantekeninge moet ooreenkomstig die vereistes van artikel *sewe-en-vyf* (4) van die Nywerheids-versoeningwet, 1937, vir 'n tydperk van 3 jaar na die datum van die aantekening bewaar word en moet op versoek beskikbaar wees vir inspeksie deur die agent van die Raad.

7. LOONAANSPORINGSKALE, STUK- EN TAAKWERK.

(1) Taakwerk is verbode en werknemers van wie vereis word om 'n bepaalde getal produksie-eenhede te lewer, moet onder die stukwerk- of aansporingsstelsel geplaas word, soos bepaal in hierdie artikel.

(2) Geen werkgever mag enige werknemer in diens neem op stukwerk of enige ander vorm van loonaansporingskaal nie, behalwe in ooreenstemming met die volgende voorwaardes:—

- (i) Geen werknemer mag in enige week minder as die minimum loon en lewenskostoelae betaal word waarop hy geregtig sou wees kragtens artikel 4 van hierdie Ooreenkoms indien hy uitsluitlik as 'n tydwerker in diens geneem sou gewees het nie;
- (ii) die Sekretaris van die Raad moet binne 7 dae voor die toepassing van enige stukwerk of ander vorm van loonaansporingskaal in kennis gestel word van die toepassing daarvan;
- (iii) 'n Bylae van stukwerk-loonskale en in die geval van enige ander vorm van loonaanpassingskale, moet 'n staat wat duidelik aantoon hoe bonusbetaling bereken word, onverwyl vertoon en vertoon gehou word op 'n opvallende plek maklik toeganklik vir die werknemers en sodanige bylae en/of staat moet *in situ* onderteken word deur 'n agent van die Raad;
- (iv) die werknemers deur enige loonaansporingskema geraak, uitgesonderd direkte stukwerk, sal die reg hê om 'n Werkekomitee te kies bestaande uit twee lede (of sodanige addisionele aantal as wat deur die werkgever toegestaan mag word) en in die geval waar 'n Werkekomitee aangestel word, moet volledige besonderhede van die werklike werking van die skema beskikbaar gestel word aan die komitee;
- (v) volledige besonderhede van die loonaansporingskema wat die werksaamhede aantoon wat gedek is, werkwaardes en toelaes gemaak in die berekening van werkwaardes, moet deur die werkgever in stand gehou word en waar enige veranderings teweeggebring word, moet die registers van die vorige stelsel behou word vir 'n tydperk van 1 jaar na sodanige verandering;
- (vi) geen besonderhede van die loonaansporingskema mag verander word om die inkomste van die betrokke werknemers te verminder nie sonder die toestemming van die Werkekomitee (as daar een is) en in die geval van enige geskil wat ontstaan, moet die saak na die Raad verwys word; met dien verstande dat dit nie van toepassing mag wees op enige veranderings teweeggebring gedurende die proeftydperk van 3 maande na die inwerkingtreding van die skema nie.

Stukwerk-loonskale mag nie verminder word sonder die toestemming van die Raad nie;

- (vii) geen loonaansporingskema mag voortgesit word vir 'n langer tydperk as een maand na 'n proeftydperk van 3 maande sonder dat 'n sertifikaat van toestemming van die Nywerheidsraad verkry is nie.

(5) Employers who supply their employees with goods of any kind whatsoever, shall not deduct the amounts owing thereon from the remuneration of such employees. Remuneration must at all times be paid in full, except as is provided in sub-section (4) hereof, and sub-sections (1), (2) and (3) of section 12 and no deduction shall be made in respect of goods that may have been accidentally spoilt during the manufacturing process.

(6) Where work of any nature whatsoever is performed in an establishment by employees organised in sets or teams, each individual employee in the said sets or teams shall be paid his remuneration by the employer or his representative in the establishment where the work is performed.

(7) No employer shall charge, nor shall he accept, any premium, monetary or other compensation for the training of an employee.

(8) Whenever work ceases or is interrupted in the whole or part of an establishment owing to damage caused by fire, storm or flooding an employer shall pay to all employees affected thereby, wages plus cost of living allowances up to a maximum of two weeks; provided that such payment shall include any payment in respect of notice of termination of service which may be due in terms of section 18 of this Agreement; provided that where work in a part or the whole of the establishment is resumed within two weeks from the date on which work was so ceased or interrupted the payment due shall be only in respect of actual time lost by the employees affected. The provisions of this sub-section shall also apply to any employee who as at the date of such fire, storm or flood is employed on trial in terms of sub-clause (8) of section 18 of this Agreement.

6. TIME RECORDS.

(1) Every employer shall provide, to the satisfaction of the Council, a semi-automatic time recording clock, or other recording system and shall establish beyond reasonable doubt the actual time each individual employee has attended at the establishment.

(2) Every employee shall, unless prevented by sickness or other unavoidable cause, register day by day the actual periods of his attendance at the establishment.

(3) Every employee shall register in person, in accordance with the method employed in the establishment, and no employee may register for any other employee in such establishment.

(4) All time cards, or other types of records, shall in accordance with the requirements of section *fifty-seven* (4) of the Industrial Conciliation Act, 1937, be kept for a period of three years subsequent to the date of the record and on request shall be available for inspection by the designated agent of the Council.

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

(1) Task work is prohibited and employees who are required to produce a given number of units of production shall be placed under a piece-work or incentive system as provided for in this section.

(2) No employer shall employ any employee on piece-work or any other form of wage incentive except in accordance with the following conditions:—

- (i) No employee shall be paid in any week less than the minimum wage and cost of living allowance to which he would have been entitled in terms of section 4 of this Agreement if he had been employed purely as a time worker;
- (ii) the Secretary of the Council must within 7 days of the introduction of any piece-work or other form of wage incentive be notified of the introduction thereof;
- (iii) a Schedule of the piece-work rates and in the case of any other form of wage incentive a statement clearly illustrating how bonus payments will be calculated, must forthwith be exhibited and kept posted in a conspicuous place readily accessible to the employees and such schedule and/or statement shall be signed *in situ* by an agent of the Council;
- (iv) the employees affected by any wage incentive scheme other than straight piece-work shall have the right to elect a works committee of two (or such additional numbers as may be agreed to by the employer) and in the event of a works committee being appointed full details of the actual operation of the scheme shall be made available to the committee;
- (v) full details of the wage incentive scheme showing the operations covered, work values and allowances made in calculating work values, must be maintained by the employer and where any changes are effected the records of the previous system must be retained for a period of one year after such change;
- (vi) No details of the wage incentive scheme may be changed to reduce the earnings of the employees affected without the consent of the works committee (if any) and in the event of any dispute arising the matter shall be referred to the Council, provided that this shall not apply to any changes effected during a trial period of 3 months after the coming into operation of the scheme.

Piece-work rates shall not be reduced without the consent of the Council;

- (vii) no wage incentive system may be continued for a period exceeding one month after a trial period of three months without a certificate of permission having been obtained from the Industrial Council.

8. GETALLEVERHOUDING VAN WERKNEMERS.

(1) *Snykamer.*—(a) 'n Werkgewer moet een hoofsnier teen 'n loon van minstens die loon voorgeskryf in artikel 4 (1) deel A (i) in diens hê voordat hy enige ander snier teen 'n laer loon in diens kan neem.

(b) Die getal leerlinge werksaam in die snykamer, mag nie meer as dubbel die getal gekwalifiseerde snyers, pasmakers, binnevoeringsnyers en opmakers wees nie.

(2) (a) 'n Werkgewer moet een gekwalifiseerde manlike masjinis of gekwalifiseerde manlike perser of gekwalifiseerde nasiener, voeringopryger, opryger of fatsoenerder in diens hê voordat hy 'n manlike leerling vir enige werk in diens kan hê, uitgesonderd 'n manlike leerling werksaam in die snykamer soos in sub-artikel (1) van hierdie artikel voorgeskryf.

(b) Die getal manlike leerlinge aldus in diens moet nie meer as dubbel die getal gekwalifiseerde manlike masjiniste, persers, nasieners, voeringoprygers, oprygers of fatsoenerders wees nie.

(3) Vir die berekening van die getalleverhouding van werknemers voorgeskryf in subartikel (1) van hierdie artikel, word geen manlike werknemer wat 'n loon ontvang van minder as £5. 10s. as 'n „gekwalifiseerde werknemer” beskou nie.

(4) Wanneer 'n werkgewer 'n beperkte maatskappy of vennootskap is, mag geen direkteur of ander ampsdraer van dié maatskappy of vennootskap vir doeleindes van getalleverhouding as 'n werknemer beskou word nie.

(5) 'n Werkgewer moet aan die vroulike werknemers in sy inrigting, vir wie lone in hierdie Ooreenkoms voorgeskryf word, [uitgesonderd dié in diens in die vakke in subartikel (1) genoem], die volgende lone betaal:—

- (i) Minstens 30 persent van dié werknemers 'n basiese loon van £3. 7s. 6d. of meer per week; en
- (ii) minstens 25 persent van dié werknemers 'n basiese loon van £2. 12s. of meer per week; en
- (iii) hoogstens 45 persent van dié werknemers 'n basiese loon laer as £2. 12s. per week.

(6) Indien in enige inrigting die getalleverhouding te eniger tyd nie ooreenkomstig die voorskrifte van hierdie artikel is nie, moet die werkgewer—

- (a) onmiddellik ander werknemers teen die vereiste voorgeskrewe basiese loon in diens neem, of indien sulke werknemers nie dan beskikbaar is nie;
- (b) die voorgeskrewe lone van 'n toereikende getal laer betaalde werknemers volgens voorrang van ervaring verhoog, om die getalleverhouding van werknemers soos in hierdie artikel voorgeskryf, te verkry en te behou; en
- (c) as alternatief en as 'n tydelike maatregel die lone van 'n toereikende getal laer betaalde werknemers in sy diens volgens voorrang van ervaring verhoog, wat op hierdie hoër lone gehou moet word solank as wat hy dit nodig mag vind om sy voorgeskrewe getalleverhouding van werknemers te verkry en te behou, en dié tydelike verhoging moet aan elke betrokke werknemer verduidelik word.

(7) Enige persoon wat onder verstelling in 'n inrigting in diens is, word vir doeleindes van die getalleverhouding van werknemer as 'n „leerling”-werknemer beskou.

(8) Vir die toepassing van hierdie artikel word dryfbandherstellers, ketelbedieners, opsigters, versendingsverpakkers, assistent-versendingsverpakkers, reisigers, reisigers se bestuurders, klerklike werkers, bestuurders van voertuie, boodskappers, arbeiders, werktuigkundiges, manlike bodes en wagte uitgesluit.

9. GEWONE WERKURE, ETENSONDERBREKINGS EN RUSPOUSES.

(1) *Gewone werkure.*—'n Vyfdaagse week moet van Maandag tot en met Vrydag nagekom word en die gewone werkure van 'n werknemer mag nie meer as onderstaande wees nie:—

- (i) 42½ uur, behalwe etensonderbrekings, maar met inbegrip van ruspouses, in 'n week van Maandag tot en met Vrydag;
- (ii) 8½ uur op 'n dag tussen die ure 7.30 vm. en 6 nm.

(2) *Werkure moet aaneenlopend wees.*—Alle werkure op 'n dag moet aaneenlopend wees, behalwe vir maaltye en ruspouses wat in hierdie artikel bepaal word.

(3) *Ruspouses.*—(i) *Werknemers nie in diens i.v.m. 'n vervoertoestel nie.*—Elke werkgewer moet aan elkeen van sy werknemers, behalwe 'n reisiger, 'n wag, 'n motorvoertuigbestuurder, of 'n werknemer in diens om goedere of boodskappe buitekant die inrigting van sy werkgewer af te lewer, 'n ruspouse van minstens tien minute so na as moontlik aan—

- (a) die middel van elke oggendwerktyd;
- (b) die middel van elke namiddagwerktyd;

toestaan waarin dit nie van die werknemer vereis of hy toegelaat mag word om enige soort werk te doen nie, en so 'n pouse moet as deel van die gewone werkure beskou word.

(ii) *Werknemers in diens, i.v.m. 'n vervoertoestel.*—Werknemers in diens i.v.m. 'n vervoertoestel moet geskikte ruspouses gedurende die werkure toegestaan word wat altesaam minstens 30 minute daaglik moet beloop. Al hierdie ruspouse moet as deel van die werknemer se werkure beskou word, maar geen werk hoegenaamd mag gedurende dié ruspouses deur enige werknemer wat op hierdie soort werk diens doen, verrig word nie.

8. PROPORTION OR RATIO OF EMPLOYEES.

(1) *Cutting Room.*—(a) An employer shall employ one head cutter at a wage of not less than the wage prescribed in section 4 (1), Part A (i), before he may employ any other cutter at a lower wage.

(b) The number of learners employed in cutting room operations shall collectively not exceed twice the number of qualified cutters, fitters-up, interlining cutters and trimmers.

(2) (a) An employer shall employ one qualified male machinist or qualified male presser, or qualified passer, under-baster, out-baster, or shaper, before he may employ in any operation any male learner, other than a male learner employee in cutting room operations as prescribed in sub-section (1) of this section.

(b) The number of male learners so employed shall not exceed twice the number of qualified male machinists, pressers, passers, under-basters, out-basters or shapers.

(3) For the purpose of computing the ratio or proportion of employees prescribed in sub-section (1) of this section, no employee in receipt of a wage of less than £5. 10s. shall be deemed to be a “qualified employee”.

(4) Where an employer is a limited liability company, or is a partnership, no director or other officer of such company or partnership, shall be deemed to be an employee for ratio purposes.

(5) An employer shall pay in respect of the female employees in his establishment for whom wages are prescribed in this Agreement [other than those employed in the occupation referred to in sub-section (1) of this section]—

- (i) not less than 30 per cent of such employees a basic wage of £3. 7s. 6d. per week or more; and
- (ii) not less than 25 per cent of such employees a basic wage of £2. 12s. per week or more; and
- (iii) not more than 45 per cent of such employees a basic wage lower than £2. 12s. per week.

(6) In the event of the prescribed ratio or proportion of employees in terms of this section being defective in any establishment at any time, then the employer shall—

- (a) immediately engage other employees at the necessary prescribed basic wage or if such employees are not then available;
- (b) raise permanently and in priority of experience, the prescribed wages of a sufficient number of his lower-paid employees to establish and maintain the ratio or proportion of employees required in terms of this section; and
- (c) alternately, and as a temporary measure, raise wages of a sufficient number of his lower-paid employees in priority of experience, who shall be retained at such higher wages for so long as he may find it necessary to establish and maintain his prescribed ratio or proportion of employees, and such temporary advancement must be explained to each employee concerned.

(7) Any person employed in an establishment under exemption shall be deemed to rank as a “learner” employee for the purpose of the ratio of employees.

(8) For the purpose of this section, belt-boys, boiler attendants, caretakers, despatch packers, assistant despatch packers, travellers, travellers' drivers, clerical workers, drivers of vehicles, errand boys, labourers, mechanics, messenger boys and watchmen shall be excluded.

9. ORDINARY HOURS OF WORK, MEAL BREAKS AND REST INTERVALS.

(1) *Ordinary Hours of Work.*—A five-day week shall be observed from Monday to Friday inclusive and the ordinary hours of work of an employee shall not exceed—

- (i) 42½ hours, excluding meal times, but including rest intervals, in any week from Monday to Friday inclusive;
- (ii) 8½ hours on any day between the hours of 7.30 a.m. and 6 p.m.

(2) *Hours of Work to be Consecutive.*—All working hours in any day shall, except for meal times and rest intervals as provided for in this section, be consecutive.

(3) *Rest Intervals.*—(i) *Employees not engaged upon a conveyor apparatus.*—Every employer shall grant to each of his employees, other than a traveller, a watchman, a motor vehicle driver, or an employee engaged in delivering goods or messages outside the establishment of his employer, a rest interval of not less than ten minutes as near as practicable to—

- (a) the middle of each morning work period;
- (b) the middle of each afternoon work period;

during which the employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

(ii) *Employees Engaged on a Conveyor Apparatus.*—Employees engaged on work in conjunction with a conveyor apparatus shall be given suitable rest intervals during working hours, amounting in all to not less than thirty minutes daily. All such rest periods shall be reckoned as part of the employee's working hours, but no work whatever shall be performed during such rest intervals by any employee engaged upon this type of operation.

(4) *Eienonderbrekings.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om vir meer as vyf uur ononderbroke sonder 'n pouse van minstens een uur te werk nie; met dien verstande dat—

(i) indien dié pouse langer as 1 uur duur, die tyd óór 'n uur as werkure beskou moet word;

(ii) dit beskou moet word dat 'n werknemer van wie dit vereis word of wat toegelaat word om 2 of meer tye te werk wat deur tussenpose van minder as 1 uur onderbreek word, uitgesonderd die ruspouse wat by subklousule (3) voorgeskryf word; en die betrokke werktye altesaam meer as 5 uur is, vir langer as 5 uur ononderbroke in diens was.

(5) *Voorbehoud.*—Die bepalinge van hierdie klousule is nie van toepassing op reisigers, reisigers se drywers, opsigters of wagte wat die persele en/of ander eiendom oppas nie, uitgesonderd gedurende die gewone werkure genoem in subartikel (1) van hierdie artikel, en werknemers wat £780 of meer per jaar ontvang, lewenskoste toelaat ingesluit; met dien verstande dat in die geval van 'n wag, dit nie van hom vereis of hy nie toegelaat mag word om vir meer as 13 (dertien) agtereenvolgende nagte sonder 'n nag vryaf te werk nie; die bepalinge van subklousules (2), (3) en (4) is nie van toepassing op 'n werknemer wat noodwerk verrig of masjinerie nasien en herstel wat nie gedurende die gewone werkure gedoen kan word nie.

10. OORTYDWERK.

(1) *Oortyd.*—Alle tyd wat oor die gewone daaglikse ure, in artikel 9 voorgeskryf, gewerk word, of voor 7.30 v.m. en na 6 n.m. op Maandag tot Vrydag, moet as oortyd beskou word.

(2) *Beperking van oortyd.*—(i) *Manlike werknemers.*—Geen werkgewer mag van 'n manlike werknemer vereis of hom toelaat om langer as 10 uur in 'n week oortyd te werk nie.

(ii) *Vroulike werknemers.*—(a) *Daaglikse, weeklikse en jaarlikse perke.*—Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat om voor 6 v.m. of later as 6 n.m. op enige dag te werk nie; ook mag hy van geen vroulike werknemer vereis of haar toelaat om langer oortyd as onderstaande te werk nie:—

- (a) 10 uur in 'n week;
- (b) 2 uur op 'n dag;
- (c) 3 agtereenvolgende dae;
- (d) 60 dae in 'n jaar;

(b) *Kennis van oortyd wat gewerk moet word, moet aan werknemers gegee word.*—Van geen werknemer mag dit vereis of mag hy toegelaat word om langer as een uur op 'n dag oortyd te werk nie, tensy die werkgewer—

- (i) dié werknemer voor middag daarvan in kennis gestel het; of
- (ii) aan dié werknemer 'n toereikende ete verskaf het voor sy met oortydwerk moet begin; of
- (iii) aan dié werknemer 'n toelae van 1s. 6d. betaal het om die werknemer in staat te stel om 'n ete te verkry voor die oortydwerk moet begin.

'n Onderbreking vir ete van minstens een uur moet aan vroulike werknemers toegestaan word tussen die sluiting van die gewone werktyd en die begin van oortydwerk as dié oortydwerk langer as een uur is; met dien verstande dat geen tydskof meer as vyf uur sonder 'n onderbreking vir ete mag wees nie.

(3) Dit word beskou dat 'n werknemer, benewens enige tydperk wat hy werklik aldus werk, vir die werkgewer werk—

- (a) gedurende enige tydperk wat hy volgens die vereistes van sy werkgewer op of in enige perseel aanwesig is waarin die nywerheid uitgeoefen word;
- (b) gedurende enige ander tydperk wat hy op of in enige sodanige perseel aanwesig is; en
- (c) gedurende enige tydperk wat hy in beheer is van enige voertuig wat in die nywerheid gebruik word of dit bestuur word of nie;

met dien verstande dat as dit bewys word gedurende watter deel van enige sodanige tydperk as wat in paragraaf (b) of (c) genoem is, enige sodanige werknemer werklik in sy diens werk verrig het, die vooropstelling wat by hierdie subartikel aanvaar word, nie ten opsigte van daardie werknemer met betrekking tot daardie tydperk van toepassing is nie.

(4) Oortyd loop daeliks op en moet daeliks gereken word as tyd gewerk na voltooiing van die gewone daelike werkure van 'n inrigting. Vir alle oortydwerk van 'n korter tydperk as 15 minute wat 'n werknemer verplig kan word om te werk, moet betaal word as 'n kwartier oortyd.

(5) Oortyd is van toepassing op alle werknemers in 'n inrigting uitgesonderd werknemers wat £780 per jaar of meer ontvang, lewenskostetoelae ingeslote, werknemers in diens as reisigers, reisigers se bestuurders en opsigters of wagte wat persele en/of ander eiendom bewaak op ander tye as gedurende die gewone werkure in subartikel (1) van artikel 9 genoem.

11. BETALING VIR OORTYD EN VIR WERK OP SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE.

(1) *Oortyd.*—'n Werkgewer moet aan 'n werknemer t.o.v. alle oortydwerk, minstens soos volg betaal:—

- (a) Indien 'n tydwerker, minstens 1½ maal sy minimum weekloon soos voorgeskryf in artikel 4 (1), gedeel deur 42½ vir elke uur of gedeelte van 'n uur aldus gewerk; en
- (b) indien 'n stukwerker, minstens 1½ maal die stukwerkskale.

(4) *Meal Breaks.*—An employer shall not require or permit an employee to work for more than five hours continuously without an interval of at least one hour, provided that—

(i) if such interval be for longer than one hour, the period in excess of one hour shall be deemed to be hours of work;

(ii) an employee who is required or permitted to work for two or more periods broken by intervals of less than an hour, other than rest intervals prescribed in sub-clause (3), the said periods of work totalling more than five hours, shall be deemed to have been employed for more than five hours continuously.

(5) *Savings.*—The provisions of this clause shall not apply to travellers, travellers' drivers, caretakers or watchmen guarding premises and/or other property at times other than during the ordinary hours of work referred to in sub-section (1) of this section, and employees in receipt of £780 per annum or over, including cost of living allowance; provided that in the case of a watchman he shall not be required or permitted to work for more than 13 (thirteen) nights consecutively without being granted a night off duty; the provisions of sub-clauses (2), (3) and (4) shall not apply to an employee engaged on emergency work or in the overhauling and repair of machinery which cannot be performed during the regular working hours.

10. OVERTIME.

(1) *Overtime.*—All time worked in excess of the ordinary daily hours prescribed in section 9 or before 7.30 a.m. and after 6 p.m. on Monday to Friday, shall be deemed to be overtime.

(2) *Limitation of Overtime.*—(i) *Male Employees.*—No employer shall require or permit a male employee to work more than 10 hours overtime in any week.

(ii) *Female Employees.*—(a) *Daily, Weekly and Annual Limits.*—No employer shall require or permit a female employee to work before 6 a.m. or later than 6 p.m. on any day, nor shall he require or permit such employee to work overtime for more than—

- (a) ten hours in any week;
- (b) two hours on any day;
- (c) three consecutive days;
- (d) sixty days in any year;

(b) *Notice of Working of Overtime to be Given to Employees.*—No overtime in excess of one hour in any day may be required or permitted of an employee unless the employer—

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

A break for a meal of not less than one hour, shall be allowed to female employees between the closing of the ordinary working hours, and the commencement of overtime, when such overtime exceeds one hour; provided that no time shift shall exceed five hours without a break for a meal.

(3) An employee shall be deemed to be working in the employment of an employer in addition to any period during which he is actually working—

- (a) during any period during which, in accordance with the requirements of his employer, he is present upon or in any premises in which the industry is being carried on;
- (b) during any period during which he is present upon or in any such premises; and
- (c) during any period during which he is in charge of any vehicle used in the industry, whether or not it is being driven;

provided that if it is proved during what portion of any such period as is referred to in paragraph (b) or (c) any such employee actually worked in his employment, the presumption established by this sub-section shall not apply in respect of that employee in relation to that period.

(4) Overtime accrues daily and shall be reckoned day by day as time worked after the completion of the ordinary daily working hours of an establishment. All overtime of a lesser period than fifteen minutes, which an employee may be required to work, shall be paid for as one-quarter of any hour overtime.

(5) Overtime shall apply to all employees in an establishment, except employees in receipt of £780 per annum or over, inclusive of cost of living allowance, employees employed as travellers, travellers' drivers, and caretakers or watchmen guarding premises and/or other property at times other than during the ordinary hours of work referred to in sub-section (1) of section 9.

11. PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS.

(1) *Overtime.*—An employer shall pay to his employee in respect of all overtime worked by him, not less than—

- (a) if a time worker, not less than one and one-half times his minimum weekly wage as prescribed in section 4 (1) divided by 42½ for each hour or part of an hour so worked;
- (b) if a piece-worker, not less than one and one-half times his piece-work rates.

(2) *Werk op Saterdag*.—Geen werk mag op 'n Saterdag sonder die toestemming van die Raad gedoen word nie en tyd wat op 'n Saterdag gewerk word, moet as oortyd beskou word en daarvoor moet ooreenkomstig subklousule (1) betaal word.

(3) *Werk op Sondag*.—Geen werk mag op 'n Sondag sonder toestemming van die Raad gedoen word nie, en as dit van 'n werknemer vereis of hy toegelaat word om op 'n Sondag te werk, moet sy werkgever—

(a) aan die werknemer minstens 17 maal sy gewone uurloon betaal; of

(b) aan die werknemer besoldiging betaal teen minstens 1½ maal sy gewone uurskaal van besoldiging ten opsigte van die totale tydperk op die Sondag gewerk en hom binne sewe dae na die Sondag een werkdag, d.w.s. 'n ander dag as 'n Saterdag of 'n Sondag vryaf gee en hom ten opsigte daarvan minstens 8½ uur se besoldiging betaal; met dien verstande dat vir die toepassing van hierdie subartikel, 'n stukwerker minstens die gelykstaande bedrag betaal moet word waartoe hy geregtig sou gewees het as hy as 'n tydwerker in diens was.

(4) *Openbare vakansiedae*.—(a) *Betaalde openbare vakansiedae*.—'n Werknemer is geregtig op verlof met volle besoldiging en lewenskostoelae t.o.v. ondergenoemde publieke vakansiedae en ingeval dit van hom vereis of hy toegelaat word om op enigiens van dié vakansiedae te werk, moet hy, bo en behalwe sy gewone loon en lewenskostoelae t.o.v. dié vakansiedag, slegs lone teen gewone tyd t.o.v. die ure aldus gewerk, betaal word:—

Goeie Vrydag, Paasmaandag, Uniedag, Hemelvaartsdag, Geloftedag, Kersdag, Tweede Kersdag, Nuwejaarsdag, Setlaarsdag en Hieldedag.

(b) *Onbetaalde openbare vakansiedae*.—Ingeval 'n werknemer gelas word om hom nie vir werk op enigiens van die ondergenoemde openbare vakansiedae vir werk aan te meld nie, nl.—

Van Riebeecksdag en Koningsversjaarsdag,

moet die gewone lewenskostoelae vir daardie dag aan die werknemer betaal word t.o.v. dié dag, maar die werkgever mag van die loon van die werknemer 'n bedrag aftrek gelyk aan sy basiese loon t.o.v. die gewone getal ure wat hy op dié dag sou gewerk het.

Ingeval dit van die werknemer vereis of hy toegelaat word om op dié dag te werk, moet hy egter sy gewone lewenskostoelae vir daardie dag betaal word en besoldiging ontvang vir tyd gewerk teen 1½ maal bereken ooreenkomstig subartikel (1) van hierdie artikel.

(5) Besoldiging betaalbaar met betrekking tot enigiens van die bepaling van hierdie artikel, moet aan die betrokke werknemer op of voor die eerste betaaldag betaal word wat volg op die tydperk ten opsigte waarvan die besoldiging betaalbaar is.

(6) *Voorbehoud*.—Die bepaling van hierdie artikel is nie van toepassing op wagte nie.

12. KORTTYD.

(1) 'n Werkgever moet voor die dag waarop en met ingang van welke hy voornemens is om korttyd te werk, alle betrokke werknemers daarvan in kennis stel deur vertoning van 'n kennisgewing of kennisgewings op 'n opvallende, welbekende en vir sy werknemers gemaklik toeganklike plek in enige afdeling of departement van die betrokke inrigting.

(2) Enige werknemer aan wie nie kennis ingevolge subartikel (1) van hierdie artikel gegee is nie, is geregtig om 'n volle dag te werk indien hy vir werk in die inrigting aanwesig is, of om in plaas daarvan volle loon betaal te word.

(3) Indien korttyd in 'n inrigting gewerk word, is 'n werknemer, hetsy op tyd- of stukwerk, wat op enige dag by die inrigting aanwesig is in opdrag van die werkgever of sy verteenwoordiger, geregtig om vir minstens 4 uur op dié dag te werk, of om in plaas daarvan 4 uur se betaling teen die voorgeskrewe loon of skaal te ontvang.

(4) Wanneer korttyd gewerk word, mag geen aftrekking onder hierdie rede van die betaalbare lewenskostoelae gemaak word nie.

13. VERSKAFFING VAN TEE EN ANDER DRANKE.

(1) Waar tee (of ander drank) deur die werkgever verskaf word, mag 'n aftrekking van hoogstens ½d. per koppie van die loon van die werknemer gemaak word wat dié tee (of ander drank) ontvang, op voorwaarde dat geen werknemer verplig mag word om tee (of 'n ander drank) te neem nie en dat die aftrekking slegs toelaatbaar is indien die werknemer ingestem het om die tee (of ander drank) te ontvang.

(2) Waar geen tee (of ander drank) verskaf word nie, moet die werkgever op eie koste by die aanvang van elke ruspouse, asook met etenstyd, 'n voldoende hoeveelheid kookwater en die nodige gerei om tee te maak, verskaf en dit onmiddellik beskikbaar hê.

14. INDIENSNEEMING VAN BEPAALDE PERSONE VERBODE.

(1) *Persone onder die ouderdom van 15 jaar*.—Geen werkgever mag 'n persoon onder die ouderdom van 15 jaar in diens neem nie.

(2) *Vroulike werknemers in bepaalde bedrywe*.—(a) Die indiensneming van vroulike werknemers as persers en onderpersers in die klerasie-afdeling en as versendingsverpakkers en assistentversendingsverpakkers is uitdruklik verbode; met dien verstande dat hierdie bepaling nie van toepassing op ondergenoemdes is nie—

(i) vroulike persers wat op of voor 13 April 1936 in diens geneem is;

(ii) vroulike onderpersers, versendingsverpakkers en assistentversendingsverpakkers wat voor die datum waarop hierdie Ooreenkoms in werking tree, in daardie hoedanighede in diens was.

(2) *Saturday Work*.—No work be performed on any Saturday without the permission of the Council and any time worked on a Saturday shall be deemed to be overtime and paid for in accordance with sub-clause (1).

(3) *Sunday Work*.—No work shall be performed on a Sunday without the permission of the Council and whenever an employee is required or permitted to work on a Sunday, his employer shall either—

(a) pay the employee not less than 17 times his ordinary hourly wage; or

(b) pay the employee not less than one and a half times his ordinary hourly wage in respect of each hour worked on such Sunday and grant him within seven days of such Sunday, one work day, i.e. a day other than a Saturday or Sunday as a holiday, and pay him in respect thereof not less than eight and one-half hours' remuneration; provided that for the purpose of this sub-section, a piece-worker shall be paid not less than the equivalent amount to which he would have been entitled had he been employed as a time-worker.

(4) *Public Holidays*.—(a) *Paid Public Holidays*.—An employee shall be entitled to leave on full wages and cost of living allowance in respect of the following public holidays and where he is required or permitted to work on any such holiday he shall be paid, in addition to his normal wage and cost of living allowance in respect of such holiday, wages only at straight time in respect of the hours so worked:—

Good Friday, Easter Monday, Union Day, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day, New Year's Day, Settler's Day and Kruger Day.

(b) *Unpaid Public Holidays*.—Where an employee is instructed not to report for work on any of the following public holidays:—

Van Riebeeck's Day, Queen's Birthday,

the normal cost of living allowance for that day shall be paid to the employee in respect of such day but the employer may deduct from the wage of the employee an amount equal to his basic wage in respect of the normal number of hours he would have worked on such day.

Where the employee is required or permitted to work on such day, however, he shall be paid his normal cost of living allowance for that day and receive payment for time worked at the rate of time and one-half calculated in accordance with sub-section (1) of this section.

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

(6) *Savings*.—The provisions of this section shall not apply to watchmen.

12. SHORT TIME.

(1) An employer shall, prior to the day on and from which he intends to work short time, notify all employees concerned by posting up a notice, or notices, in a prominent position well known and easily accessible to employees in any section or department of the establishment concerned.

(2) Any employee who has not been given notice in terms of sub-section (1) hereof shall, on attending at the establishment, be entitled to be employed for a full working day, or be paid full wages in lieu thereof.

(3) Where short time is being worked in any establishment, an employee, whether on time or piece-work, who on any day attends at the establishment on the instructions of the employer or his representative, shall be entitled to be employed for at least four hours on such day, or to receive four hours' pay at the prescribed wage or rate in lieu thereof.

(4) When short time is being worked no deduction shall on this account be made from the cost of living allowances payable.

13. PROVISION OF TEA AND OTHER BEVERAGES.

(1) Where tea (or other beverage) is provided by the employer, a deduction of not more than one halfpenny per cup may be made from the wages of the employee receiving such tea (or similar beverage), on condition that no employee may be compelled to take tea (or other beverage) and that the deduction is permissible only where the employee has agreed to accept the tea (or other beverage).

(2) Where tea or other beverage is not provided, the employer shall, at his own expense provide and have immediately available to his employees at the commencement of each rest interval, and also at lunch time, a sufficient supply of boiling water and the necessary utensils for the making of tea.

14. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED.

(1) *Persons under the Age of 15 years*.—No employer shall employ any person under the age of 15 years.

(2) *Females in Certain Occupations*.—(a) The employment of females as pressers, and under-pressers in the clothing section and as despatch packers and assistant despatch packers is expressly prohibited; provided that this provision shall not apply to—

(i) female pressers engaged on or before 13th April, 1936;

(ii) female under-pressers, despatch packers and assistant despatch packers, employed as such prior to the date of coming into force of this Agreement.

(b) 'n Vroulike werknemer kan nie verplig of toegelaat word om 'n strykstert van swaarder as 9 pond te gebruik nie.

(3) *Nie-lede van vakvereniging.*—Geen lid van die werkgewers-organisasie mag vir 'n tydperk van langer as een maand 'n werknemer in diens hê wat nie lid is van die vakvereniging wat vir die klerasienerwerheid geregistreer is vir die magistraatsdistrik waarin hierdie Ooreenkoms van krag is nie; met dien verstande dat die bepalings van hierdie subartikel nie van toepassing is nie op—

(a) klerklike werknemers; of

(b) enige werknemer aan wie, na die mening van die Raad, lidmaatskap van die vakvereniging sonder goeie en voldoende rede geweier is, en die applikant binne 30 dae na die weiering, by die Raad aansoek gedoen het om die vrystelling van die werking van hierdie artikel;

(c) enige werknemer wat, na die mening van die Minister, goeie rede het om beswaar te maak om lid te word of lid te bly van die vereniging;

(d) 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika; met dien verstande dat as enige immigrant te enige tyd na die eerste 3 maande wat hy in die nywerheid begin werk het, weier om op versoek van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie artikel onmiddellik in werking tree.

15. JAARLIKSE VERLOF EN BETAALDE OPENBARE VAKANSIEDAE.

(1) *Jaarlikse verlof.*—(i) Elke werknemer wat op die laaste dag waarop hy sy verlof kan begin, minstens een jaar ononderbroke diens by sy werkgewer voltooi het, moet tussen 15 Desember van elke jaar en 14 Januarie van die volgende jaar, minstens drie agtereenvolgende weke jaarlikse verlof toegestaan word wat bestaan uit die volgende:—

(a) 12 gewone werkdag met volle betaling en lewenskoste-toelae;

(b) Kersdag, Tweede Kersdag en Nuwejaarsdag as openbare vakansiedae met betaling ingevolge artikel 11 (4) van hierdie Ooreenkoms;

(c) as Geloftedag binne die tydperk van jaarlikse verlof val, moet dit ook ingevolge artikel 11 (4) van hierdie Ooreenkoms as 'n openbare vakansiedag met betaling beskou word wat dus die tydperk van jaarlikse verlof met een dag verleng.

(ii) 'n Werknemer wat op 15 Desember van 'n jaar nie 12 maande ononderbroke diens by sy werkgewer voltooi het en wie se diens nie beëindig is nie, moet die volgende betaal word:—

(a) Vir elke volle maand diens in daardie jaar, 'n bedrag wat gelyk is aan een dag se betaling (met inbegrip van lewenskoste-toelae) plus—

(b) vir elkeen van die volgende openbare vakansiedae wat binne die tydperk val waarin die inrigting gesluit is vir die jaarlikse verloftydperk: Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag—'n bedrag gelyk aan een dag se betaling (met inbegrip van lewenskoste-toelae) ten opsigte van elke sodanige dag.

(iii) By beëindiging van diens moet 'n werknemer, in plaas van verlof, betaling wat soos volg bereken word, ontvang:—

Een dag se betaling (met inbegrip van lewenskoste-toelae) ten opsigte van elke volle maand diens gereken vanaf 15 Desember van die voorafgaande jaar, of, na gelang van die kortste tydperk, die datum van indiensneming.

(2) *Openbare vakansiedae met betaling.*—(i) Bo en behalwe die openbare vakansiedae met betaling wat gewoonlik binne die tydperk van jaarlikse verlof val, d.w.s. Kersdag, Tweede Kersdag en Nuwejaarsdag, is elke werknemer geregtig tot verlof met volle betaling en lewenskoste-toelae wat op Geloftedag, Goeie Vrydag, Paasmaandag, Uniedag, Hemelvaartsdag, Setlaarsdag en Helderdag toegestaan moet word.

(ii) As 'n werknemer se diens onmiddellik voor een van die openbare vakansiedae met betaling, waarna in subartikel (2) (i) verwys word, eindig, dan is hy geregtig op betaling vir daardie openbare vakansiedae mits hulle binne 'n verlengde tydperk, wat soos volg bereken word, val:—

Een werkdag ten opsigte van elke volle maand diens gereken van die dag waarop die werknemer laas op verlof geregtig geword het, of, na gelang van die kortste tydperk, van die datum van indiensneming) moet gevoeg word by die datum waarop die werknemer se diens eindig en indien 'n publieke vakansiedag binne sodanige toegevoegde tydperk val, moet daarvoor betaal word; en voorts met dien verstande dat waar die diens van 'n werknemer beëindig word deur 'n werkgewer, weens oorsake anders as ontslag sonder kennisgewing om enige goeie rede wat kragtens wet as voldoende beskou word, in paragraaf (a) van subartikel (1) van artikel 18 genoem, te eniger tyd gedurende Desember van enige jaar, moet sodanige werknemer met betrekking tot elk van die openbare vakansiedae in paragraaf (i) van subartikel (1) van hierdie artikel genoem wat na die datum van diens-beëindiging val, een dag se loon betaal word, lewenskoste-toelae ingeslote.

(b) A female shall not be required or permitted to use an iron of more than nine pounds in weight.

(3) *Non-members of Trade Union.*—No member of the employers' organisation shall give employment for a period of longer than one month to any employee who is not a member of the trade union registered for the closing industry for the Magisterial Districts in which this agreement is operative, provided that the provisions of this sub-section shall not apply to—

(a) clerical employees; or

(b) any employee to whom, in the opinion of the Council, membership of the union has been refused without good and sufficient cause and the applicant has applied to the Council within thirty days of such refusal for exemption from the operation of this section;

(c) any employee who, in the opinion of the Minister has good cause for objecting to becoming or remaining a member of the union;

(d) 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 of commencement of his employment in the industry refused any invitation from the trade union concerned to become a member of it the provisions of this section shall immediately come into operation.

15. ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS.

(1) *Annual Leave.*—(i) Every employee who on the latest day on which he can commence his leave shall have completed at least one year's continuous service with his employer shall between the 15th December of each year and the 14th January of the following year, be granted at least three consecutive week's annual leave made up as follows:—

(a) 12 ordinary working days at full wage and cost of living allowance;

(b) Christmas Day, Boxing Day and New Year's Day as paid public holidays in accordance with section 11 (4) of this Agreement;

(c) when the day of the Covenant falls within the period of annual leave it shall in accordance with section 11 (4) of this Agreement also be observed as a paid public holiday thus extending the annual leave period by one day.

(ii) Any employee who on the 15th December of any year has not completed 12 months' continuous service with his employer and whose employment has not been terminated shall be paid—

(a) for each completed month of service in that year an amount equal to one day's pay (including cost of living allowance) plus—

(b) for any of the following public holidays falling within the period during which the establishment is closed for the annual holiday period—Day of the Covenant, Christmas Day, Boxing Day and New Year's Day—an amount equal to one day's pay (including cost of living allowance) in respect of each such holiday.

(iii) Upon termination of employment an employee shall receive in lieu of leave calculated as follows:—

One day's pay (including cost of living allowance) in respect of each completed month of service calculated from the 15th December of the previous year or from the date of engagement, whichever is the shorter period.

(2) *Paid Public Holidays.*—(i) In addition to the paid public holidays normally falling within the period of annual leave, i.e. Christmas Day, Boxing Day and New Year's Day, each employee shall be entitled to and be granted leave on full pay and cost of living allowance on the Day of the Covenant, Good Friday, Easter Monday, Union Day, Ascension Day, Settler's Day and Kruger Day.

(ii) Where an employee's service terminates immediately before any of the paid public holidays mentioned in sub-section (2) (i), he shall be entitled to payment for such public holidays, provided they fall within an extended period calculated as follows:—

One working day in respect of each completed month of service (calculated from the day on which the employee last became entitled to leave or from date of engagement whichever is the shorter period) shall be added to the date on which the employee's service terminates and if any paid public holiday falls within such added period it shall be paid for, and provided further that where the service of an employee is terminated by his employer, for reasons other than dismissal without notice for any good cause recognised by law as sufficient as referred to in paragraph (a) of sub-section (1) of section 18, at any time during December of any year such employee shall be paid one day's pay, including cost of living allowance, in respect of each of the public holidays referred to in paragraph (i) of sub-section (1) of this section, which falls after the date of termination of service.

(iii) As 'n werknemer op Goeie Vrydag, Paasmaandag, Uniedag, Hemelvaartsdag, Setlaarsdag, Helledag, Geloftedag, Kersdag, Tweede Kersdag of Nuwejaarsdag werk, moet sy werkgewer hom t.o.v. die totale tydperk wat op sodanige dag gewerk word, besoldiging betaal teen 'n skaal van minstens sy gewone skaal van besoldiging bo en behalwe die besoldiging waarop hy reg gehad het as hy nie aldus gewerk het nie.

(iv) As 'n openbare vakansiedag met betaling op 'n Sondag val, moet dit op die daaropvolgende dag toegestaan word.

(v) As enigeen van die openbare vakansiedae in subartikels (1) en (2) van hierdie artikel genoem, op 'n Saterdag val, moet 'n werkgewer sy werknemer wat nie op sodanige dag werk nie, 8½ uur se besoldiging betaal bo en behalwe die besoldiging wat aan hom verskuldig is vir tyd wat van Maandag tot Vrydag wat dié Saterdag onmiddellik voorafgaan, gewerk is.

(vi) As 'n werknemer op 'n betaalde vakansiedag werk wat op 'n Saterdag val, in die besoldiging vir elke sodanige dag dié soos bepaal in subartikel (2) (v), plus, daarbenewens, 1½ maal sy uurloonskaal vir elke uur op dié Saterdag gewerk.

(3) *Betaling vir verlof.*—Die werkgewer moet aan sy werknemer aan wie verlof kragtens subartikel (1) hiervan toegestaan is, sy betalings ten opsigte van verlof op of voor die laaste werkdag voor die aanvang van die genoemde tydperk betaal nie, en enige bedrag wat kragtens subartikel (1) of subartikel (2) aan 'n werknemer betaal word, moet bereken word teen die skaal van besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het, of, na gelang van die geval, sy diens geëindig het, en as 'n werknemer op 'n ander basis as dié ooreenkomstig die tyd wat hy werklik gewerk het, besoldig word, moet sy gewone skaal van besoldiging vir die doeleindes van hierdie artikel bereken word asof hy by die uur betaal is en moet op enige datum bepaal word deur sy totale besoldiging gedurende die drie maande voor daardie datum, of, na gelang van die kortste tydperk, die totale dienstydperk by die betrokke werkgewer, te deel deur die getal ure wat gedurende die tydperk waarvoor dié besoldiging betaal is, gewerk is.

(4) Vir die doeleindes van hierdie artikel word dit beskou dat diens begin—

(a) van die datum waarop die werknemer by die werkgewer in diens getree het; of

(b) van die datum waarop 'n werknemer, wat afwesigheidsverlof ooreenkomstig die vorige Ooreenkoms met volle betaling toegestaan is, op dié verlof kragtens dié Ooreenkoms geregtig geword het.

(5) Geen korttyd moet deur die werkgewer by die berekening van die dienstydperk vir kwalifisering vir jaarlikse verlof kragtens subartikel (1) van hierdie artikel afgetrek word nie.

(6) As 'n werknemer van die werk weggebley het [om enige ander rede as dié in subartikel (9) genoem, om 'n rede wat vir sy werkgewer bevredigend is], moet dié tydperk van afwesigheid nie as diens kragtens subartikel (1) van hierdie artikel beskou word nie.

(7) *Klerklike werknemers en nagwagte.*—'n Werkgewer kan met sy klerklike werknemers en nagwagte onderling ooreenkom om hul jaarlikse verlof op 'n ander tydperk te neem as tussen die 15de Desember en die daaropvolgende 14de Januarie, soos bepaal in subartikel (1) van hierdie artikel en in dié geval is sodanige werknemer op nie minder as drie agtereenvolgende weke verlof geregtig nie.

(8) *Verlof en opsegging mag nie saamval nie.*—Die tydperk van 'n werknemer se jaarlikse verlof mag nie saamval met 'n tydperk van opsegging van 'n werknemer se diens of 'n tydperk waarin hy vreesopleiding kragtens die Zuid Afrika Verdedigings Wet, No. 13 van 1912, meemaak nie.

(9) Elke tydperk waarin 'n werknemer—

(a) met verlof kragtens subartikel (1) afwesig is; of

(b) vreesopleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, ondergaan; of

(c) op las of op versoek van sy werkgewer van sy werk afwesig is; of

(d) van sy werk afwesig is weens siekte of weens die feit dat geen vroulike werknemer in 'n inrigting werksaam mag wees en geen werkgewer van 'n vroulike werknemer kan vereis of haar toelaat om in sy inrigting te werk gedurende die tydperk wat begin vier weke voor die verwagte datum van haar bevalling en wat eindig agt weke na die geboorte nie; as die kindjie doodgebore word, of sterwe voor verloop van agt weke na die geboorte, hou die bepalings van hierdie subartikel op om van krag te wees van die datum af wat deur die Nywerheidsraad vasgestel word;

word vir die doeleindes van subartikels (1) en (2) as diens beskou; met dien verstande dat—

(i) die bepalings van paragraaf (d) nie t.o.v. 'n tydperk van afwesigheid weens siekte vir langer as drie agtereenvolgende dae van toepassing is nie, as die werknemer, wat nie 'n werknemer na wie in subparagraaf (ii) verwys word, is nie, in gebreke bly, nadat sy werkgewer om so 'n sertifikaat gevra het, om aan die werkgewer 'n sertifikaat van 'n geneesheer voor te lê dat hy weens siekte verhinder was om te werk, of t.o.v. daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige 12 maande, van meer as 30 dae;

(ii) van 'n werknemer wie se werkgewer kragtens 'n landswet verplig is om te voorsien in die versorging en behandeling van dié werknemer by siekte of besering, kan nie vereis word om ten opsigte van enige tydperk van afwesigheid waarna in subartikel (i) verwys word, 'n geneesheer se sertifikaat voor te lê nie.

(iii) Whenever an employee works on Good Friday, Easter Monday, Union Day, Ascension Day, Settler's Day, Kruger Day, the Day of the Covenant, Christmas Day, Boxing Day or New Year's Day, his employer shall pay him not less than his ordinary hourly wage in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(iv) In the event of a paid holiday falling upon a Sunday it shall be observed the day following.

(v) In the event of any of the paid holidays referred to in sub-sections (1) and (2) of this section falling on a Saturday, an employer shall pay his employee who does not work on such day eight and one-half hours' wage in addition to the remuneration which is due to him for time worked from the Monday to the Friday, immediately preceding such Saturday.

(vi) Whenever an employee works upon a paid holiday falling upon a Saturday, payment for any such day shall be in terms of sub-section (2) (v), plus, in addition, one and one-half times his hourly rate of wage for each hour worked on such Saturday.

(3) *Payment for Leave.*—The employer shall pay to his employee to whom leave is granted in terms of sub-section (1) hereof, his pay in respect of leave not later than the last working day before the commencement of the said period and any amount paid to an employee in terms of sub-section (1) or sub-section (2) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be, and whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall, for the purpose of this section, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

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

(a) the date on which the employee entered the employer's services; or

(b) the date on which an employee who has, in accordance with the previous Agreement been granted leave of absence on full pay, became entitled to such leave in terms of such Agreement whichever may be the later.

(5) Short time shall not be deducted by an employer, when computing the period of employment qualifying for annual leave, in terms of sub-section (1) of this section.

(6) Where an employee has absented himself from work [for any reason other than that referred to in sub-section (9) for a reason 'satisfactory to his employer'] such period of absence shall not be considered as employment in terms of sub-section (1) of this section.

(7) *Clerical Employees and Night Watchmen.*—An employer may make mutual arrangements with his clerical employees and night watchmen to take their annual holiday at a period other than between the 15th December and the ensuing 14th January, as provided for in sub-section (1) of this section and in that event such employee shall be entitled to not less than three consecutive weeks leave.

(8) *Leave and Notice not to be Concurrent.*—The period of annual leave of an employee shall not be concurrent with any period during which an employee is under notice of termination of employment or is undergoing peace training under the South Africa Defence Act, No. 13 of 1912.

(9) Any period during which an employee—

(a) is on leave in terms of sub-section (1); or

(b) undergoes peace training under the South Africa Defence Act, 1912; or

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

(d) is absent from work owing to illness, or by reason of the fact that no female shall work in an establishment and no employer shall require or permit any female to work in his establishment during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after birth; if the child is stillborn or dies before the expiration of eight weeks after birth, the provisions of this sub-section shall cease to apply as from the date fixed by the Industrial Council;

shall be deemed to be employment for the purpose of sub-sections (1) and (2), provided that—

(i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in sub-paragraph (ii) fails, after a request for such certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment, which is in excess of thirty days;

(ii) an employee whose employer is required in terms of any Act of Parliament to provide for the care and treatment of such employee when sick or injured, shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in sub-paragraph (i).

16. INDIENSNEMING, OORPLASING EN DIENSBEËINDIGING.

(1) *Dienssertifikate moet by indiensneming voorgelê word.*—Voordat 'n werknemer in diens geneem word, moet 'n werkgever van die werknemer vereis om 'n dienssertifikaat, deur die Raad in die vorm in Aanhangsel A van hierdie Ooreenkoms uitgereik, voor te lê.

Onmiddellik by indiensneming moet die werkgever in die ruimte vir „verdere ondervinding” die naam van sy fabriek invul, asook die datum van indiensneming, bedryf, loon by indiensneming, en die kaart bewaar sodat daar ter geleëner tyd by beëindiging van die diens van die werknemer daarvoor kragtens subartikel (2) van hierdie artikel beskik kan word.

(2) *Dienssertifikate moet by diensbeëindiging aan die werknemer terugbesorg word.*—By diensbeëindiging van 'n werknemer moet die werkgever onmiddellik die oorblywende besonderhede op die werknemer se dienssertifikaat invul, n.l. datum van vertrek, loon by vertrek en duur van diens. Die ingevulde kaart moet dan geparafeer en by diensbeëindiging aan die werknemer oorhandig word.

(3) *Handelwyse wanneer werknemer nie dienssertifikaat voorlê nie.*—Die werkgever moet onmiddellik by diensaanvaarding 'n aansoek in die vorm van Aanhangsel B van hierdie Ooreenkoms deur die voornemende werknemer laat invul en moet dit aan die weeklikse opgaawe van diensaanvaardings heg waarna in subartikel (4) hiervan verwys word en 'n afskrif van die aansoek moet ook terselfdertyd deur die werkgever aan die Sekretaris van die Siekefonds gestuur word wat in paragraaf (b) van subartikel (4) van artikel 26 genoem word. Ingeval die voornemende werknemer nie voorheen in die klerasiensywerheid in diens was nie, moet die werkgever of die applikant nie in diens neem totdat 'n doktersertifikaat ooreenkomstig subartikel (7) hieronder voorgelê is nie, of as hy die applikant sonder so 'n sertifikaat in diens neem, dié werknemer se dienste nie langer as vier weke behou nie, tensy 'n doktersertifikaat gedurende hierdie tyd ooreenkomstig subartikel (7) voorgelê is.

(4) *Weeklikse opgaawe van diensaanvaardings en diensbeëindiging.*—Op sy laaste op Vrydag elke week moet die werkgever 'n opgaawe invul en aan die Raad stuur in die vorm van Aanhangsel C van hierdie Ooreenkoms van alle gevalle van diensaanvaarding en diensbeëindiging van werknemers t.o.v. daardie week; met dien verstande dat ingeval daar geen personeelveranderinge in 'n week plaasgevind het nie, geen opgaawe ingestuur hoef te word nie. 'n Afskrif van die opgaawe moet terselfdertyd deur die werkgever aan die Sekretaris van die Siekefonds gestuur word wat in paragraaf (b) van subartikel (4) van artikel 26 genoem word.

(5) *Oorplasinge moet aangemeld word.*—Elke werkgever moet binne vyf dae van die einde van elke kalendermaand die Raad in kennis stel van alle oorplasinge van een bedryf na 'n ander van sy werknemers in die vorm voorgeskryf by Aanhangsel D van hierdie Ooreenkoms.

Eweeens moet die werkgever oorplasinge op die onderskeie kaarte van elke betrokke werknemer aanteken.

(6) *Kennis van diensbeëindiging van werknemers se dienste moet skriftelik gegee word.*—Die werkgever moet, wanneer by kennis gee van sy voorneme om 'n werknemer af te dank, sy werknemer skriftelik kennis gee in die vorm van Aanhangsel E van hierdie Ooreenkoms (sien artikel 18).

(7) *Verpligte X-straalondersoek van nuwelinge in die nywerheid.*—Niemand wat nie vroeër in die nywerheid in diens was, mag deur 'n werkgever na die datum van die inwerkingtreding van hierdie Ooreenkoms in diens geneem word nie, tensy 'n doktersertifikaat van geskiktheid vir diens van die Tuberkuloseklyniek van die Kaapstadse Munisipaliteit verkry is, of voor indiensneming of binne vier weke van die datum van diensaanvaarding.

Die doktersertifikaat moet in die vorm wees wat in Aanhangsel F van hierdie Ooreenkoms voorgeskryf is en moet aan die Sekretaris van die Siekefonds gestuur word as die werknemer deur die werkgever in diens geneem word.

17. REKORDKAARTE, WET EN OOREENKOMS.

(1) *Rekordkaarte.*—Elke werkgever moet 'n rekordkaart t.o.v. elkeen van sy werknemers hou met die volgende besonderhede daarop:—

- (a) Fabrieksnummer van werknemer.
- (b) Naam.
- (c) Geslag.
- (d) Adres.
- (e) Ouderdom.
- (f) Bedryf.
- (g) Aanvangsdatum.
- (h) Vorige ondervinding.
- (i) Nummer van sertifikaat of dienskaart.
- (j) Basiese aanvangsalaris, aanvangslewenskostetoelae.
- (k) Verhogingsdatums.

(2) *Vertoning van Ooreenkoms.*—Elke werkgever moet op 'n opvallende plek in sy inrigting wat maklik bekombaar vir sy werknemers is, 'n leesbare eksemplaar van hierdie Ooreenkoms in albei landstale en in die vorm wat by die Wet voorgeskryf is, opplak en opgeplak hou.

(3) *Toepassing van Ooreenkoms.*—Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en kan meningsuitings ter leiding van werkgevers en werknemers uitvaardig wat nie teenstrydig met die bepalinge daarvan is nie.

16. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT.

(1) *Service Cards to be Produced on Engagement.*—An employer shall, before engaging an applicant for work, require an applicant to produce a service card issued by the Council in the form on Annexure A to this Agreement.

The employer shall forthwith upon engagement enter in the space provided for "subsequent experience" the name of his factory, the date of engagement, occupation wage on engagement and shall retain the card in safe keeping so that it can in due course be dealt with in terms of sub-section (2) of this section upon termination of service of the employee.

(2) *Service Card to be Returned to Employee on Termination of Service.*—Upon termination of service of an employee, the employer shall forthwith complete the remaining details on the employee's service card, i.e. date of leaving, wage at date of leaving and length of employment. The completed card shall thereafter be initialled and handed to the employee on termination of service.

(3) *Procedure when Employee does not Produce a Service Card.*—The employer shall forthwith upon engagement cause an application in the form of Annexure B to this Agreement to be completed by the prospective employee and shall attach same to the weekly return of engagements referred to in sub-section (4) hereunder and a copy of the application shall also at the same time be forwarded by the employer to the Secretary of the Sick Fund referred to in paragraph (b) of sub-section (4) of section 26. Where the prospective employee has not previously been employed in the clothing industry, the employer shall either not engage the applicant until a medical certificate has been produced in accordance with sub-section (7) hereunder, or, if he engages the applicant without such certificate, shall not retain the services of such employee for more than four weeks unless, during this period, a medical certificate in accordance with sub-section (7) has been produced.

(4) *Weekly Return of Engagements and Terminations of Service.*—Not later than on Friday of each week the employer shall complete and transmit to the Council a record in the form of Annexure C to this Agreement of all engagements and terminations of service of employees in respect of that week; provided that where in any week no staff changes have been effected, no return need be submitted. A copy of the record shall also at the same time be forwarded by the employer to the Secretary of the Sick Fund referred to in paragraph (b) of sub-section (4) of section 26.

(5) *Transfers to be Notified.*—Every employer shall within five days of the end of each calendar month, notify the Council of all transfers in occupation of his employees in the form prescribed in Annexure D of this Agreement.

The employer shall likewise record transfers on the respective cards of each employee affected.

(6) *Notice of Termination of an Employee's Services to be Given in Writing.*—The employer shall when giving notice of intention to dismiss an employee, give his employee written notice in the form of Annexure E to this Agreement (vide section 18).

(7) *Compulsory X-Ray Examination of New Entrants into the Industry.*—No person who has not previously been employed in the industry shall be employed by an employer after the date of coming into operation of this Agreement unless a medical certificate of fitness for employment has been obtained from the Tuberculosis Clinic of the Cape Town Municipality either prior to engagement or within four weeks from the date of engagement.

The medical certificate shall be in the form prescribed in Annexure F of this Agreement and shall be transmitted to the Secretary of the Sick Fund in the event of the employee being engaged by the employer.

17. RECORD CARDS, ACT AND AGREEMENT.

(1) *Record Cards.*—Every employer shall maintain a record card in respect of each of his employees showing the following particulars:—

- (a) Factory number of employee.
- (b) Name.
- (c) Sex.
- (d) Address.
- (e) Age.
- (f) Occupation.
- (g) Starting date.
- (h) Previous experience.
- (i) Number of certificate of service or service card.
- (j) Commencing basic wage, commencing cost of living allowance.
- (k) Dates of increments.

(2) *Exhibition of Agreement.*—Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees, in the form prescribed in the regulations under the Act, a legible copy of this Agreement, in both official languages.

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

(4) *Vertoning van Fabriekswet en -regulasies.*—Ooreenkomstig die vereistes van die Wet op Fabriekse is dit noodsaaklik dat elke werkgewer op 'n opvallende plek in sy inrigting wat goed bekend is en maklik vir sy werknemers, wat in sy inrigting werk, bekombaar is, 'n eksemplaar van die Wet en die regulasies daarkragtens gemaak, opplak en opgeplak hou.

18. DIENSBEEÏNDIGING.

(1) *Diensopseggingstyd.*—Behoudens—

- die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak te beëindig sonder kennisgewing om enige goeie rede wat kragtens wet as voldoende beskou word;
 - die bepalinge van enige skriftelike Ooreenkoms tussen 'n werkgewer en sy werknemers wat voorsiening maak vir 'n diensopseggingstyd van gelyke duur aan beide kante en vir langer as een week of een maand na gelang van die geval;
 - die bepalinge van subartikel (8) van hierdie artikel;
- moet 'n werkgewer en sy werknemer in die geval van 'n weekliks-betaalde werknemer kennis van minstens een week, en in die geval van 'n maandeliks-betaalde werknemer kennis van minstens een maand gee van sy voorneme om die dienskontrak te beëindig.

(2) *Betaling of verbeuring in plaas van diensopsegging.*—Ingeval 'n werkgewer of 'n werknemer in gebreke bly om diens op te lê soos bepaal in subklousule (1) hiervan, moet hy onderskeidelik betaal of verbeur—

- in die geval van 'n weekliks-betaalde werknemer, een week se loon;
- in die geval van 'n maandeliks-betaalde werknemer, een maand se loon;

teen die loonskal wat sodanige werknemer ontvang het onmiddellik voor die datum van sodanige beëindiging.

Ten opsigte van bogenoemde maak afwesigheid van werk sonder voorafgaande toestemming vir 'n tydperk van ses opeenvolgende dae 'n beëindiging van dienskontrak uit, tensy die werknemer sy werkgewer binne sodanige ses dae van 'n doktersertifikaat voorsien het waarin sy ongeskiktheid vir die verrigting van sy gewone werk gesertifiseer word, in welke geval die werkgewer binne drie dae van die ontvangs van sodanige sertifikaat die werknemer moet meedeel dat hy sy werk sal oophou totdat die werknemer in staat is om te werk, of 'n skriftelike kennisgewing van diensbeëindiging aan sodanige werknemer gee. Enige werkgewer wat versuim om die werknemer se werk oop te hou of om sodanige drie dae se kennisgewing te gee moet die werknemer betaal in plaas van sodanige kennisgewing te gee.

(3) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, het 'n werkgewer die reg om, indien enige bedrag wat hy 'n werknemer aan loon verskuldig is, onvoldoende is om die verbeurde bedrag te dek wat in subklousule (2) van hierdie artikel genoem word, die tekort aan te suiwer uit enige ander voordele wat op sodanige werknemer se naam ten tyde van die beëindiging van sy dienskontrak aan die ooploop was.

Vir die toepassing van hierdie subartikel word enige bedrag wat kragtens subklousule (1), (2) en (3) van klousule 15 van hierdie Ooreenkoms aan 'n werknemer betaalbaar mag wees, ook beskou as 'n voordeel wat aan die ooploop was.

(4) As daar 'n ooreenkoms kragtens subklousule (1) van hierdie artikel aangegaan is, dan is die betaling of verbeuring in plaas van kennisgewing eweredig aan die opseggingstyd waartoe ooreengekom is.

(5) *Datum waarop kennisgewing van krag word.*—(i) *Weekliks-betaalde werknemers.*—Kennisgewing mag nie later gegee word nie as, en word van krag vanaf, die dag waarop die werkweek van 'n inrigting eindig, al is sodanige dag nie die gewone betaaldag van die inrigting nie.

(ii) *Maandeliks-betaalde werknemers.*—Kennisgewing moet op enige tyd gegee word voor die gewone sluitingstyd van die inrigting op die laaste werkdag van die kalendermaand en tree in werking vanaf die eerste dag van die daaropvolgende maand.

(6) Vir die toepassing van hierdie artikel word met 'n week se kennisgewing bedoel 'n werkweek van 42½ uur, of 'n volle weekloon in plaas daarvan, en dieselfde bepaling is van toepassing op die diensopseggingstermyn voorgeskryf kragtens subartikel (3).

(7) Waar korttyd in 'n inrigting gewerk word, is kennisgewing van diensopsegging kragtens (a) en (b) hiervan soos volg—

- 'n Werknemer mag sy dienskontrak beëindig deur aan sy werkgewer kennis te gee gelykstaande aan die aantal dae in enige week aan korttyd gewerk; en
- 'n werknemer wat korttyd werk, moet soortgelyke kennisgewing aan 'n werkgewer gee om sy dienskontrak te beëindig.

(8) Die bepalinge van hierdie artikel is nie van toepassing t.o.v. die eerste betaalweek na diensaannvaarding nie. Sodanige week moet beskou word as 'n proeftydperk waartydens diens deur die werkgewer of die werknemer sonder kennisgewing beëindig mag word.

19. VRYSTELLINGS.

(1) Behoudens die bepalinge van subartikel (2) van hierdie artikel, kan die Raad vrystelling van enigen van die bepalinge van hierdie Ooreenkoms om enige goeie of voldoende rede verleen aan of toestaan ten opsigte van enige persoon; met dien verstande dat geen vrystelling verleen mag word om toe te laat dat 'n vroulike werknemer tussen die ure 6 nm. en 6 vm. werk nie, tensy dié werk deur 'n noodgeval veroorsaak word.

(4) *Exhibition of Factory Act and Regulations.*—In accordance with the requirements of the Factories Act, it is essential that every employer affix, and keep affixed in his establishment, a copy of the Act and the regulations made thereunder, in a prominent position well known and easily accessible to employees working in his establishment.

18. TERMINATION OF EMPLOYMENT.

(1) *Period of Notice.*—Subject to—

- the right of an employer or an employee to terminate a contract of employment without notice for any good cause recognised by law as sufficient;
 - the provisions of any written Agreement between the employer and his employees which provides for a period of notice of equal duration on both sides and for longer than one week or one month as the case may be;
 - the provisions of sub-section (8) of this section;
- an employer and his employee shall, in the case of a weekly paid employee, give not less than one week's notice and in the case of a monthly paid employee, not less than one month's notice, of his intention to terminate the contract of employment.

(2) *Payment or Forfeiture in lieu of Notice.*—In the event of an employer or an employee failing to give notice as provided in sub-clause (1) hereof, he shall pay or forfeit respectively—

- in the case of a weekly paid employee, one week's pay;
 - in the case of a monthly paid employee, one month's pay;
- at the rate of pay which such employee was receiving immediately before the date of such termination.

In the above regard absence from work without prior permission for a period of six consecutive days shall constitute a termination of contract of service unless within such six days the employee has furnished to his employer a medical certificate certifying his inability to perform his usual work, in which case the employer must, within three days of receipt of such certificate advise the employee that he will keep his employment open until the employee is able to work or tender to such employee written notice of termination of service. Any employer who fails to keep the employee's employment open or to tender notice with such three days shall be required to pay the employee in lieu of such notice.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-clause (2) of this section, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purpose of this sub-section any payment which may be due to an employee in terms of sub-clauses (1), (2) and (3) of clause 15 of this Agreement shall also be regarded as a benefit in the process of accrual.

(4) When an agreement is entered into in terms of sub-clause (1) of this section, the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) *Date of Operation of Notice.*—(i) *Weekly Paid Employees.*—Notice shall be given not later than and shall take effect from the day which concludes the working week of the establishment notwithstanding that such day may not be the regular pay day of the establishment.

(ii) *Monthly Paid Employees.*—Notice shall be given at any time prior to the usual closing time of the establishment on the last working day of the calendar month and shall operate from the first day of the succeeding month.

(6) For the purpose of this section, a week's notice shall mean a working week of 42½ hours, or a full week's pay in lieu thereof, and the same proviso shall apply to the period of notice prescribed or mutually agreed upon, in terms of sub-section (3).

(7) Where short time is worked in an establishment, notice to terminate employment shall be in terms of (a) and (b) hereof:—

- An employee may terminate his contract of employment, by giving his employer notice equivalent to the number of days being worked on short time in any week; and
- an employer working short time, shall give like notice to an employee to terminate his contract of employment.

(8) The provisions of this section shall not apply in respect of the first pay week after commencing employment. Such week shall be deemed to be a period of trial during which the employment may be terminated by the employer or the employee without notice.

19. EXEMPTIONS.

(1) Subject to the provisions of sub-section (2) of this section, the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason; provided that no exemption shall be granted to permit of a female employee being employed between the hours of 6 p.m. to 6 a.m. unless such work is necessitated by an emergency.

(2) Die Raad moet ten opsigte van enige persoon aan wie 'n vrystellingstifikaat verleen word, die voorwaardes vasstel waarop die vrystelling verleen word en die termyn waarvoor die vrystelling van krag bly; met dien verstande dat die Raad na goeddunke, nadat aan die betrokke persoon een week skriftelike kennis gegee is, 'n vrystellingstifikaat kan herroep of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen word 'n stifikaat deur hom onderteken, uitreik waarin vermeld word—

- (a) die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop die vrystelling verleen word; en
- (d) die termyn waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet 'n kopie van elke uitgereikte stifikaat bewaar en waar vrystelling aan 'n werknemer verleen word, 'n kopie van die stifikaat aan die betrokke werkgewer stuur.

(5) 'n Werknemer in diens onder vrystelling van een of meer van die bepalings van artikel 4 (1), word vir die doel van die getalleverhouding van werknemers waarvoor voorsiening in artikel 8 van hierdie Ooreenkoms gemaak word, as 'n „leerling“-werknemer beskou.

20. SITPLEKKE.

Sitplekke met geskikte rugleunings, deur die Raad goedgekeur, moet aan alle vroulike werknemers verskaf word.

21. GEREEDSKAP EN MATERIAAL.

Die werkgewer moet alle gereedskap (uitgesonderd skêre), materiaal en benodigdhede vir die vervaardiging van klerasie kosteloos aan werknemers verskaf.

22. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te dek, moet elke werkgewer wekeliks van die verdienste van elkeen van sy werknemers, behalwe klerklike werknemers, vir wie minimum lone in artikel 4 van hierdie Ooreenkoms voorgeskryf is, 2d. aftrek. By die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maandeliks en uiterlik op die 7de dag van elke maand aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur.

(2) Elke werkgewer moet vir elke week van elke kalendermaand op die vorm deur die Raad in die vorm van Aanhangsel G van hierdie Ooreenkoms verskaf, 'n opgawe by die Raad indien van die getal werknemers in sy diens.

(3) Die bepalings van hierdie klousule is nie van toepassing op werknemers wat £780 per jaar of meer ontvang nie, lewenskoste-toelae ingesluit.

23. VERTEENWOORDIGING VAN VAKVERENIGINGS OP DIE RAAD.

Elke werkgewer moet aan enigeen van sy werknemers wat verteenwoordigers op die Raad is, alle redelike fasiliteite verleen om sy pligte in verband met die werk van die Raad na te kom.

24. AGENTE.

(1) Die Raad moet een of meer aangewese persone aanstel as sy agent of agente om by die toepassing van die bepalings van hierdie Ooreenkoms behulpsaam te wees. 'n Agent het die reg om—

- (a) enige perseel of plek waar die klerasienuwerheid uitgeoefen word, te betree, te ondersoek en te inspekteer, te eniger tyd wat hy rede het om te glo dat 'n persoon daarin werk-saam is;
- (b) elke werkgewer of werknemer wat hy in of by die perseel of plek aantref, na sy goeddunke alleen, of in teenwoordigheid van ander persone, mondelings te ondervra met betrekking tot sake aangaande hierdie Ooreenkoms en hulle moet die vrae wat deur genoemde agent gestel word, beantwoord;
- (c) te eis dat enige kennisgewing, boek, lys of ander stuk wat gehou, vertoon of gemaak moet word om te voldoen aan die bepalings in sake rekords hou wat nodig is vir die nakoming van hierdie Ooreenkoms, vertoon word en om dit te ondersoek, na te gaan en afskrifte daarvan te maak op enige wyse wat hy ter uitvoering van sy pligte nodig mag ag;
- (d) te eis dat alle betaalstate, stukwerkloonsregisters of enige ander boek of boeke waarin aantekening gehou word van die werklike lone wat betaal is aan enige werknemer wie se lone in hierdie Ooreenkoms bepaal word, getoon word om dit te ondersoek, na te gaan en 'n afskrif daarvan te maak.

(2) Wanneer die agent enige plek betree, of boeke ondersoek of nagaan, soos voorheen in hierdie artikel vermeld, kan hy 'n tolk of 'n assistent, aangestel deur die Raad, met hom saamneem.

(3) Elkeen op wie die bepalings van hierdie Ooreenkoms bindend is, moet die agent al die fasiliteite verleen wat in hierdie artikel genoem word.

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

(3) The secretary to the Council shall issue to every person granted exemption; 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; and
- (c) the conditions subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The secretary to the Council shall retain a copy of each licence issued and where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

(5) Any employee working under an exemption from one or more of the provisions of section 4 (1), shall be deemed to be a "learner" employee for the purpose of the ratio of employees provided for under section 8 of this Agreement.

20. SEATING ACCOMMODATION.

Seats with suitable back rests, approved of by the Council, shall be provided for all female employees.

21. TOOLS AND MATERIALS.

The employer shall, free of any charge, supply to the employees all tools (other than scissors), materials and requisites for the manufacture of clothing.

22. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct two pennies per week from the earnings of each of his employees, for whom minimum wages are prescribed in section 4 of this Agreement. To the amount so deducted, the employer shall add a like amount and forward month by month, and not later than the 7th day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town.

(2) Each employer shall make a return to the Council of the number of employees employed by him for each week of each calendar month on the form supplied by the Council in the form of Annexure G to this Agreement.

(3) The provisions of this clause shall not apply to employees in receipt of £780 per annum or more inclusive of cost of living allowance.

23. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

Every employer shall give to any of his employees who are representatives on the Council, every reasonable facility to attend to their duties in connection with the work of the Council.

24. AGENTS.

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

- (a) enter, inspect and examine any premises or place in which the clothing industry is carried on, at any time when he has cause to believe that any person is employed therein;
- (b) orally examine, either alone or in the presence of any other person, as he thinks fit, in respect of matters relating to this Agreement, every employer or employee whom he finds in or about the premises or place, and these persons shall answer the questions put to them by the said agent;
- (c) require the production of any notice, book, list or other documents which is required to be kept, exhibited or made for the purpose of record necessary to the observance of the terms of this Agreement, and inspect, examine and copy it in any way he may deem to be necessary in the discharge of his duties;
- (d) require the production, and inspect, examine and copy all paysheets, piece-work books, or any other book or books wherein is kept an account of the actual wages paid to any employee for whom wages are prescribed in this Agreement.

(2) The agent, when entering, inspecting or examining any such place or books aforementioned in this section, may take with him an interpreter or assistant appointed by the Council.

(3) Every person upon whom the terms of this Agreement are binding shall afford the agent all the facilities prescribed in this section.

25. VERBOD OP BUITEWERK EN OPENBAARMAKING VAN WERKGEWERS SE PATRONE, ENS.

(1) Geen werkgewer in die nywerheid mag werk uitgee om vervaardig te word nie, behalwe in 'n fabriek soos omskryf kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941; ook mag hy van niemand vereis of hom toelaat om werk in die klerasiennywerheid ten behoeve van homself te verrig nie, behalwe of—

(a) as 'n werknemer van daardie werkgewer; in dié geval moet alle werk wat deur dié werknemer verrig word, in die inrigting van die werkgewer uitgevoer word; of

(b) as 'n werknemer van 'n ander werkgewer in die nywerheid aan wie werk ooreenkomstig artikel 28 betreffende sny, maak en opmaak, uitgegee is.

(2) Vir die toepassing van hierdie artikel sluit 'n „werkgewer in die nywerheid” 'n persoon in wat nie self 'n vervaardiger is nie maar wat werk uitgee aan ander wat, as dit uitgevoer word op die persele van die persoon wat die werk uitgee, werk binne die klerasiennywerheid, soos omskryf, sou uitmaak. Vir die toepassing van hierdie subartikel sluit „werk uitgee” die uitreiking van materiaal in vir die doel om dié materiaal in kledingstukke of gedeeltes van kledingstukke te laat opmaak.

(3) Geen werknemer in diens van 'n werkgewer mag snypatrone of leipatrone wat deur sy werkgewer gebruik word, aan 'n ander werkgewer openbaar maak nie.

(4) Geen werkgewer mag 'n werknemer van enige ander werkgewer ooreenkomstig snypatrone of leipatrone wat deur dié werknemer se werkgewer gebruik word, openbaar te maak nie.

26. SIEKTEBYSTANDSFONDS.

(1) Die fonds kragtens Goewermenskennisgewing No. 43 van 9 Januarie 1948 ingestel, en as die „Siektebystandsfonds van die Kaapse Klerasiennywerheid” bekend, word hierby voortgesit.

(2) Die fonds moet volgens en ingevolge die reëls van genoemde fonds, soos deur die Raad goedgekeur, beheer word deur 'n bestuurskomitee wat hierna die „komitee” genoem word en deur die Raad op 'n behoorlik gekonstitueerde raadsvergadering aangestel is en bestaan uit drie elk van die werkgewer- en werknemerverteenwoordigers op die Raad met die voorsitter en onder-voorsitter van die Raad as *ex officio* lede. Vir elke aangestelde verteenwoordiger moet 'n plaasvervanger benoem word op die wyse soos in artikel 10 (1) van die konstitusie van die Raad, soos gewysig, bepaal. 'n Besoldigde sekretaris wat ook die sekretaris van die fonds moet wees, moet ook deur die komitee benoem word.

(3) Een eksemplaar van die reëls van genoemde fonds en wysings daarvan moet deur die Sekretaris van die Raad gehou word, en een eksemplaar van genoemde reëls en wysings daarvan moet deur die Sekretaris van die Raad by die Sekretaris van Arbeid ingedien word.

(4) (a) Vir die doeleindes van dié fonds, moet elke werkgewer elke week van die lone van elkeen van sy werknemers, hierna „bydraer” genoem, vir wie minimum lone in hierdie Ooreenkoms voorgeskryf is en wat gedurende enige week gewerk het, afgesien van die tyd, aldus gewerk, 'n bedrag aftrek van—

- (i) in die geval van 'n werknemer wat minder as £2. 0s. 6d. per week verdien, 3d.;
- (ii) in die geval van 'n werknemer wat £2. 0s. 6d. en meer per week verdien, maar minder as £4 per week, 5d.;
- (iii) in die geval van 'n werknemer wat £4 en meer per week verdien, maar minder as £6 per week, 7d.;
- (iv) in die geval van 'n werknemer wat £6 en meer per week verdien, 1s. 1d.;

(b) By die bedrag aldus in elke geval afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maandeliks maar uiterlik die sewende dag van elke maand aan die sekretaris van die fonds stuur na die adres waaroor die bestuurskomitee van tyd tot tyd mag besluit.

(c) Die totale bedrag wat maandeliks deur die werkgewer aangestuur word en wat sy betalings en die kortings van die lone van bydraers in sy diens aftrek, verteenwoordig, moet in die geval van die eerste betaling deur die nuwe werknemers vergesel wees van die spesiale vorm wat kosteloos deur die fonds verskaf word en onderstaande aantoon:—

- (i) Die naam van die werkgewer voluit;
- (ii) die naam van elke bydraer voluit van wie se lone kortings gemaak is;
- (iii) die fabrieksnommer en die fondsnommer [soos in subartikel (d) van hierdie artikel bepaal] van elke bydraer;
- (iv) die bedryf van elke bydraer;
- (v) die getal ure deur elke bydraer elke week gewerk;
- (vi) die totale loon aan elke bydraer elke week betaal.

In alle ander gevalle is dit alleenlik nodig dat die bedrag vergesel word van die opsomming wat die naam van die werkgewer voluit aantoon, die totale aantal bydraers onder elke-groep en die betrokke tydperk, en die verskuldigde bedrag.

(d) (i) By ontvangs van die eerste 24 betalings aan die fonds t.o.v. elke bydraer, moet die Sekretaris van die fonds aan elke bydraer 'n fondsnommer gee en 'n bydraesboekie voorberei wat op die omslag daarvan vermeld—

- (a) die naam van die werkgewer voluit;
- (b) die naam van die bydraer voluit;
- (c) die fabrieksnommer van die bydraer;
- (d) die fondsnommer van die bydraer.

25. PROHIBITION OF OUTWORK AND DISCLOSURE OF EMPLOYERS' PATTERNS, ETC.

(1) No employer in the industry shall give out any work to be manufactured except in a factory as defined in terms of the Factories, Machinery and Building Works Act, 1941, and nor shall he require or permit any person to perform any work in the clothing industry on his behalf other than either—

(a) as an employee of that employer, in which event all work to be performed by such employee shall be performed in the establishment of the employer; or

(b) as an employee of another employer in the industry to whom work has been given out in accordance with section 28 of this Agreement relating to cut, make and trim.

(2) For the purpose of this section an „employer in the industry” shall include a person who is not himself a manufacturer, but who gives out work to others which, if performed on the premises of the person giving out the work, would constitute work within the clothing industry as defined. For the purposes of this sub-section „giving out work” shall include the issue of materials for the purpose of having such materials made up into garments or portions of garments.

(3) No employee in the employ of an employer shall disclose to any other employer or person any cutting patterns or templates used by his employer.

(4) No employer shall induce any employee of another employer to disclose any cutting-patterns or templates used by such employee's employer.

26. SICK BENEFIT FUND.

(1) The fund established under Government Notice No. 43 of 9th January, 1948, and known as the „Cape Clothing Industry Sick Benefit Fund”, is hereby continued.

(2) The fund shall be administered according to and in terms of the rules of the said fund as approved by the Council, by a management committee, hereinafter referred to as the committee, appointed by the Council at a duly constituted meeting of the Council and consisting of three each of the employers' and employees' representatives on the Council, with the chairman and the vice-chairman of the Council as *ex officio* members. For every representative appointed an alternate shall be appointed in the manner provided for in section 10 (1) of the constitution of the Council as amended. A paid secretary, who shall also be the secretary of the fund shall also be appointed by the committee.

(3) One copy of the rules of the said fund and any amendments thereof shall be kept by the secretary of the Council, and one copy of the said rules and any amendment thereof shall be lodged by the secretary of the Council with the Secretary for Labour.

(4) (a) For the purpose of such fund, each employer shall each week deduct from the wages of each of his employees, hereinafter referred to as „contributor” for whom minimum wages are prescribed in this Agreement, and who has worked during any week, irrespective of the time so worked—

- (i) in the case of an employee earning less than £2. 0s. 6d. per week, the sum of threepence;
- (ii) in the case of an employee earning £2. 0s. 6d. per week and more, but less than £4 per week, the sum of five-pence;
- (iii) in the case of an employee earning £4 per week and more, but less than £6 per week, the sum of sevenpence;
- (iv) in the case of an employee earning £6 per week and more, the sum of 1s. 1d.

(b) To the amount so deducted in each case, the employer shall add a like amount and forward month by month, but not later than the seventh day of each month the total sum to the secretary of the fund at such address as the management committee of the fund may decide on from time to time.

(c) The total sum forwarded monthly by the employer representing his payments and the deductions from the wages of contributors in his employ shall in the case of the first payment by new employees be accompanied by a special form provided free by the fund reflecting—

- (i) the full name of the employer;
- (ii) the full name of each contributor from whose wages deductions have been made;
- (iii) the works number and the fund number [provided for in sub-section (d) of this section] of each such contributor;
- (iv) the occupation of each such contributor;
- (v) the number of hours worked by each such contributor each week;
- (vi) the total wages paid to each contributor each week.

In all other cases the sum need be accompanied only by a summary showing the full name of the employer, the total number of contributions under each group and the period concerned, and the amount due.

(d) (i) Upon receipt of the first 24 payments to the fund in respect of each contributor, the secretary of the fund shall allocate a fund number to each contributor and prepare a contribution book reflecting on the cover thereof—

- (a) the full name of the employer;
- (b) the full name of the contributor;
- (c) the works number of the contributor;
- (d) the fund number of the contributor.

Daarna moet die Sekretaris die bydraer in kennis stel om homself aan te meld, en die boek moet aan die bydraer oorhandig word nadat die bydraer die boek in die teenwoordigheid van 'n amptenaar van die fonds geteken het.

(e) Alle geld deur die fonds ontvang, moet gestorf word in 'n bankrekening vir die fonds wat deur die Nywerheidsraad vir die Klerasiennywerheid (Kaap) geopen word; met dien verstande dat die bestuurskomitee van tyd tot tyd belegging van fondse in 'n geregistreerde bouvereniging of 'n ander erkende finansiële inrigting kan magtig.

(f) Die komitee moet 'n ouditeur, wat 'n geregistreerde geoktrooierde rekenmeester moet wees, vir die fonds aanstel en moet sy besoldiging vasstel wat uit die fonds betaal moet word. Die rekenings van die fonds moet geouditeer word vir die tydperke eindigende 30 Junie en 31 Desember elke jaar, en die ouditeursverslag moet nie later as onderskeidelik 30 September en 31 Maart beskikbaar wees nie. 'n Kopie van die rekeningstaat tesame met die ouditeursverslag moet aan die Sekretaris van Arbeid gestuur word, en 'n kopie moet vir inspeksie in die kantoor van die Raad-ter insae gelê word.

(g) Uitbetalings uit die fonds moet gestaak word as die bedrag in die krediet van die fonds onderkant £50 daal.

(5) Gedurende afwesigheids tydperke van werk weens siekte, moet onderstaande bystand aan bydraers tot die fonds betaal word; met dien verstande dat aansoeke om bystand aan die reëls moet voldoen:—

- (i) 17s. 6d. per week in die geval van 'n werknemer wat minder as £2. 0s. 6d. per week verdien;
- (ii) £1. 12s. 6d. per week in die geval van 'n werknemer wat £2. 0s. 6d. en meer per week, maar minder as £4 per week verdien;
- (iii) £2. 7s. 6d. per week in die geval van 'n werknemer wat £4 en meer per week, maar minder as £6 per week verdien;
- (iv) £3. 12s. 6d. per week in die geval van 'n werknemer wat £6 en meer per week verdien;

met dien verstande dat hierdie bystand vir 'n tydperk van hoogstens 6 weke teen bovermelde skale betaal moet word en daarna vir 'n tydperk van hoogstens 3 weke teen die helfte van bovermelde skale.

Vir die doeleindes van betaling van dié bystand beteken „siekte”, enige siekte, gebrekkigheid of kwaal wat (i) nie aan wangedrag of oormatige gebruik van sterk drank of bedwelmende middels toe te skrywe en (ii) nie 'n ongeluk, siekte of kwaal is ten opsigte waarvan skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is nie; met dien verstande dat—

- (i) geen bystand t.o.v. enige afwesigheid van twee dae of minder betaal sal word nie, maar dat as dié afwesigheid vir meer as twee opeenvolgende dae duur, bystand by vertoning van 'n doktersertifikaat, vir die volle tydperk van die afwesigheid betaal moet word;
- (ii) elke applikant om bystand moet vir 'n tydperk van minstens vier-en-twintig weke aan die fonds bygedra het;
- (iii) bystand is nie-ophopend en geen bydraer kan in enige kringloop van een-jaar, gereken vanaf 1 Januarie, bystand betaal word vir 'n langer tydperk as wat in hierdie subklousule voorgeskryf is nie (t.w. ses weke teen die volle voorgeskrewe skaal en drie weke teen die helfte van die voorgeskrewe skaal);
- (iv) as 'n bydraer sy diens in die nywerheid verlaat ten einde werk buite die nywerheid aan te neem, hy alle eise op die fonds verbeur. As dié bydraer weer in die nywerheid kom, moet hy weer vir 'n tydperk van vier-en-twintig weke aan die fonds bydra alvorens aanspraak op bystand gemaak kan word;
- (v) swangerskap en/of siekte wat daaruit voortspuit is nie 'n „siekte” waarvoor voordele bedoel is nie en net een besoek aan die dokter sal toegestaan word op koste van die fonds.

(6) Die koste van geneeskundige behandeling of artsenykundige voorrade wat deur geneeskundige beampptes gemagtig word, moet deur die beheerraad betaal word by voorlegging aan daardie komitee van bevredigende verslae van geneeskundige beampptes en farmaseute deur die Raad aangestel.

Dié koste moet t.o.v. 'n tydperk van hoogstens drie weke in 'n kringloop van een-jaar wees, bereken op die wyse wat in voorbehoudsbepaling (iii) van subartikel (5) van hierdie artikel verduidelik is, en is onderworpe aan dié verdere voorwaardes wat van tyd tot tyd deur die bestuurskomitee vasgestel word.

(7) Ingeval hierdie Ooreenkomst deur verloop van tyd of beëindiging om enige ander rede verval, moet die fonds steeds deur die bestuurskomitee beheer word totdat dit of gelikwider is of deur die Raad oorgeplaas word na enige ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike fonds ingestel is.

(7) bis. Die Raad kan te eniger tyd voor ontbinding 'n pensioen-fonds en/of voorsienings- of welsynsfonds stig. Ingeval sodanige fonds gestig word kan die Raad te eniger tyd voor ontbinding en na die publikasie van 'n pensioen-fonds- en/of voorsienings- of welsynsfonds-ooreenkomst en die uitbreiding daarvan ingevolge artikel agt-en-veertig (2) van die Nywerheidsversoeningwet, 1937, tot nie-partye en ingevolge artikel agt-en-veertig (4) tot persone nie ingesluit in die woordomskrif van die uitdrukking „werknemer” in artikel een van die genoemde Wet nie, enige bedrag van hoogstens £24,000 van die geld en bate van die Cape Clothing Industry Sick Benefit Fund na sodanige pensioen- en/of voorsienings- of welsynsfonds oordra.

The Secretary shall thereafter notify the contributor to call and the book shall be handed to the contributor after the contributor has signed the book in the presence of an official of the fund.

(e) All moneys received by the fund shall be deposited to a banking account for the fund which shall be opened by the Industrial Council for the Clothing Industry (Cape); provided that the management committee may from time to time authorise investment of funds in a registered building society or other recognised financial institution.

(f) The committee shall appoint an auditor for the fund, who shall be a registered chartered accountant and determine his remuneration, which shall be paid out of the fund. The accounts of the fund shall be audited for the periods ending 30th June and 31st December of each year, and the auditor's report shall be made available not later than the 30th September and the 31st March respectively. A copy of the statement of accounts, together with the auditor's report, shall be transmitted to the Secretary for Labour, and a copy shall also lie for inspection at the office of the Council.

(g) Disbursements from the fund shall cease whenever the amount to the credit of the fund falls below £50.

(5) During periods of absence from work owing to sickness, the following benefits shall be paid to contributors to the fund; provided that applications for benefits shall comply with the rules:—

- (i) In the case of an employee earning less than £2. 0s. 6d. per week, 17s. 6d. per week;
- (ii) in the case of an employee earning £2. 0s. 6d. per week and more but less than £4 per week, £1. 12s. 6d. per week;
- (iii) in the case of an employee earning £4 per week and more, but less than £6 per week, £2. 7s. 6d. per week;
- (iv) in the case of an employee earning £6 per week and more, £3. 12s. 6d. per week;

provided that these benefits shall be paid for a period not exceeding six weeks at the above rates, and thereafter for a period not exceeding three weeks at half the above rates.

For the purpose of payment of such benefits, “sickness” shall mean any illness, affliction or disease which is (i) not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs and (ii) is not an accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941; provided that—

- (i) no benefits will be paid in respect of any absence of two days or less, but that if such absence continue for more than two consecutive days, benefits will be paid for the full period of such absence upon production of a medical certificate;
- (ii) each applicant for benefit shall have contributed to the fund for a period of not less than twenty-four weeks;
- (iii) benefits shall not be accumulative and no contributor shall in any cycle of one calendar year, calculated from the 1st January, be paid benefits for a longer period than that prescribed in this sub-clause (i.e. six weeks at the full prescribed rate and three weeks at half the prescribed rate);
- (iv) if a contributor leaves his employment in the industry for the purpose of taking employment outside the industry, he shall forfeit all claim to the fund. Should such contributor re-enter the industry he must again contribute to the fund for a period of twenty-four weeks before any benefits can be claimed;
- (v) pregnancy and/or any sickness arising therefrom is not an “illness” for the purpose of benefits and only one visit to the doctor shall be allowed at the expense of the fund.

(6) The cost of medical attention or pharmaceutical supplies authorised by medical officers shall be paid by the management committee on presentation to that committee of satisfactory accounts by medical officers and pharmacists appointed by the management committee.

Such costs shall be in respect of a period not exceeding three weeks in any cycle of one year calculated in the manner as set out in proviso (iii) to sub-section (5) of this section and shall be subject to such further conditions as may from time to time be decided by the management committee.

(7) 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 constituted for the same purpose as that for which the original fund was created.

(7) bis. The Council may at any time prior to dissolution establish a pension fund and/or provident or welfare fund. In the event of such fund being established the Council may at any time prior to dissolution and after publication of a pension fund and/or provident or welfare fund agreement and the extension thereof in terms of section forty-eight (2) of the Industrial Conciliation Act, 1937, to non-parties and in terms of section forty-eight (4) to persons not included in the definition of the expression “employee” contained in section one of the said Act, transfer an amount not exceeding £24,000 of the moneys and assets of the Cape Clothing Industry Sick Benefit Fund to such pension fund and/or provident or welfare fund.

(8) Ingeval die Raad ontbind word, of ingeval dit ophou om te fungeer gedurende enige tyd waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, moet die bestuurskomitee steeds die fonds beheer en die lede van die komitee wat bestaan op die datum wanneer die Raad ophou om te fungeer of ontbind word, moet as lede daarvan vir hierdie doeleindes beskou word; met dien verstande egter dat enige vakature wat in die komitee ontstaan, deur die Minister uit lede van werkgewer of werknemers, al na die geval, gevul mag word, ten einde gelykheid van werkgewer- en werknemerverteenwoordigers en van plaasvervangers in die ledetal van die komitee te verseker. Ingeval dié komitee nie in staat is of onwillig is om sy pligte na te kom of 'n doelpunt daarin ontstaan wat die beheer oor die fonds na die mening van die Minister onprakties of onwenslik maak, mag hy 'n kurator of kuratore aanstel om die pligte van die komitee uit te voer en wat vir dié doel al die magte van die komitee moet besit. By verval van hierdie Ooreenkoms moet die fonds gelikwider word op die wyse in artikel 9 van hierdie Ooreenkoms genoem, en indien die sake van die Raad by verval van die Ooreenkoms reeds beredder en sy bates uitgedeel is, moet die balans van hierdie fonds uitgedeel word op die wyse wat in artikel vier-en-dertig (4) van die Wet verduidelik word asof dit deel van die algemene fonds van die Raad uitgemaak het.

(9) By likwidering van die fonds ingevolge subartikel (7) van artikel 26 van die Ooreenkoms moet die geld wat in die krediet van die fonds oorbly na betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasiestekste, in die Raad se fondse inbetaal word.

(10) Die bepaling van hierdie artikel is nie van toepassing op maandeliks betaalde klerklike werknemers nie, maar sodanige uitgesluit werknemers is geregtig op betaalde siekteverlof van minstens twee weke (10 werkdag) by voorlegging van 'n dokterseertifikaat, in enige enkele jaar diens, bereken van die datum van indiensneming of die datum van die inwerkingtrekking van hierdie Ooreenkoms, na gelang van die jongste.

27. LEDEGELD VAN VAKVERENIGING.

'n Werkgewer moet op skriftelike versoek van sy werknemer weekliks aftrekkings maak van die werknemer se besoldiging van enige bedrag of bedrae aan ledegeld wat in die genoemde skriftelike versoek genoem word, aan die fonds van die vakvereniging en moet die bedrag of bedrae aldus afgetrek op of voor die vyftiende van elke maand onmiddellik na die maand waarin dié aftrekkings gemaak is, aan die sekretaris van die genoemde vakvereniging stuur.

28. SNY, MAAK EN OPMAAK.

Die skale waarteen en die grondslag of die beginsels waarop betaling moet geskied vir werk op kontrak uitgegee.

(1) As materiaal uitgegee word om deur enige persoon werksaam in die gebied wat deur die Hoof-ooreenkoms gedek word, tot kledingstukke vervaardig te word, dan is die minimum skale en voorwaardes voorgeskryf in hierdie artikel bindend vir die prinsipaal of aannemer.

(2) Vir die toepassing van hierdie artikel beteken—

- (a) „prinsipaal” of „aannemer”, 'n persoon, firma, maatskappy of vereniging van persone wat werk in die klerasienywerheid, soos bepaal in die Hoof-ooreenkoms, werk op kontrak uitgee, of dié persoon, firma, maatskappy, of vereniging van persone 'n werkgewer is of nie; die verkorte uitdrukking „prinsipaal” moet in onderstaande subartikels beskou word dat dit „prinsipaal” of „aannemer” aandui;
- (b) „opmaker”, 'n persoon, firma, maatskappy of vereniging van persone wat onderneem om materiaal wat aan hom of hulle uitgegee is deur 'n prinsipaal of aannemer, soos omskryf in hierdie artikel, tot kledingstukke te vervaardig.

(3) Betaling vir die vervaardiging van materiaal tot kledingstukke teen die voorgeskrye minimum skale is verskuldig en moet by voltooiing van elke bestelling geskied.

(4) By die uitdrukking „vervaardig” is vir die toepassing van hierdie Ooreenkoms inbegrepe: „sny, maak en die verskaffing van versiersels”, „slegs sny en opmaak”, „slegs maak en die verskaffing van versiersels”.

(5) Die skale hierin voorgeskryf, is vir die vervaardiging, uit materiaal op kontrak uitgegee, van kledingstukke van voorraad-groottes deur enige persoon werksaam in die gebied deur die Hoof-ooreenkoms gedek.

(6) Die uitwerking van hierdie artikels is nie van toepassing op die vervaardiging van kledingstukke onder kontrak vir enige Staatsdepartement, of Provinsiale Administrasie, die Suid-Afrikaanse Spoorweë en Hawensadministrasie of plaaslike owerhede nie.

(7) Elke prinsipaal of aannemer en elke persoon aan wie werk op kontrak uitgegee word, moet die state hou soos voorgeskryf in artikel sewe-en-vyftig van die Nywerheid-versoeningswet, 1937, en in regulasie 7 by daardie Wet.

(8) Die minimum skale wat deur die prinsipaal vir opmaakwerk betaal moet word, sonder enige vermindering hoegenaamd, is soos in Aanhangsel I van hierdie Ooreenkoms aangetoon.

29. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet binne een maand na die datum waarop die Ooreenkoms vir hom van krag word, die Sekretaris van die Raad voorsien van die besonderhede wat in Aanhangsel H van die Ooreenkoms uiteengesit word.

(8) In the event of 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 purpose; provided, however, that any vacancy occurring on the committee may be filled by the Minister from employers or employees in the industry as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated in the manner set forth in section 9 of this Agreement and if upon the expiration of the Agreement 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.

(9) Upon liquidation of the fund in terms of sub-section (7) of section 26 of this Agreement, 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.

(10) The provisions of this section shall not apply to monthly paid clerical employees, but such excluded employees shall be entitled to paid sick leave of not less than two weeks (10 working days) upon production of a medical certificate, in any one year of employment calculated from the date of engagement or date of coming into operation of this Agreement, whichever is the later.

27. TRADE UNION SUBSCRIPTIONS.

An employer shall, at the written request of his employee, make deductions weekly from the employee's remuneration of any amount or amounts of subscription, specified in the said written request, to the funds of the trade union, and shall forward the amount or amounts so deducted to the secretary of the said trade union not later than the fifteenth of each month immediately succeeding the month during which such deductions were made.

28. CUT, MAKE AND TRIM.

The rates at which the basis of, or the principles upon which, payment shall be made for work given out on contract.

(1) Where any material is given out to be made up into garments by any person operating in the area covered by the Main Agreement, then the minimum rates and conditions prescribed in this section shall be binding upon the principal or contractor.

(2) For the purpose of this section—

- (a) “principal” or “contractor” shall mean any person, firm, company or association of individuals who gives out work on contract in the clothing industry as defined in the Main Agreement whether or not such person, firm, company or association of individuals is an employer; the short term “principal” in the following sub-sections shall be deemed to imply “principal” or “contractor”;
- (b) “maker-up” shall mean any person, firm, company or association of individuals who undertake to make up into garments, material issued to him or them, by a principal or contractor as defined in this section.

(3) Payment for the making up of material into garments at the minimum rates prescribed shall be due and shall be made upon the completion of each order.

(4) The term “making up” shall, for the purpose of this Agreement, include “cutting, making and the supply of trimmings”, “cutting and making up only”, “making, and supply of trimmings only”.

(5) Rates herein prescribed are for material given out on contract to be made up into stock sizes of garments by any person operating in the area covered by the Main Agreement.

(6) The operation of this section shall not apply to the making up of garments under contract for any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities.

(7) Every principal or contractor and every person to whom work is given out on contract shall keep the records prescribed in section fifty-seven of the Industrial Conciliation Act, 1937, and in regulation 7 under that Act.

(8) The minimum rates which shall be paid for making up by the principal to the maker-up without abatement whatsoever shall be as shown in Annexure I to this Agreement.

29. REGISTRATION OF EMPLOYERS.

(1) Every employer on whom this Agreement is binding shall within one month of the date on which this Agreement becomes binding on him furnish to the Secretary of the Council, the particulars set out in Annexure H to this Agreement.

(2) Ingeval van enige verandering in die naam waaronder of die adres of adresse waar sake gedoen word, of onder die vennote, of, as die werkgewer 'n maatskappy is, in die naam van die sekretaris of onder die direkteure of bestuurders daarvan, of ingeval van sekwestrasie van die werkgewer se boedel, of, as die werkgewer 'n maatskappy is, van likwidasie van die maatskappy, of in die geval van die oordrag of afstanddoening van die besigheid wat gedryf word, of die verkryging of aanvang van enige ander besigheid wat aan hierdie Ooreenkoms onderworpe is, moet elke werkgewer die Sekretaris van die Raad binne 14 dae in kennis stel van die verandering, sekwestrasie, likwidasie, oordrag, afstanddoening, verkryging of aanvang, deur middel van 'n skriftelike verklaring wat volledige besonderhede gee van die verandering, sekwestrasie, likwidasie, oordrag, afstanddoening, verkryging of aanvang, na gelang van die geval.

Namens die partye op hede die 28ste dag van November 1955 in Kaapstad onderteken.

SIMON ROY,
Voorsitter van die Raad.

R. CRAWFORD,
Ondervoorsitter van die Raad.

F. K. LIGHTON,
Sekretaris van die Raad.

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

Signed at Cape Town on behalf of the Parties on this 28th day of November, 1955.

SIMON ROY,
Chairman of the Council.

R. CRAWFORD,
Vice-Chairman of the Council.

F. K. LIGHTON,
Secretary.

AANHANGSEL A.

Reg. No. _____

L.W.—Hierdie kaart moet op 'n veilige plek gehou word daar dit 'n noodsaaklike register vir Raad- en Voorsieningsfondsdoeleindes is.

Familiernaam _____ Voorname _____
Adres _____ Nuwe adres _____
Nuwe adres _____ Nuwe adres _____

REKORD VAN ONDERVINDING OP (datum) _____
jaar _____ maande _____ dae.
Basiese loon _____ p.w. Lkt. _____ p.w. indien in diens as _____

Handtekening van werknemer _____ Datum _____
Datum _____ vir Sekretaris.

VERDERE ONDERVINDING.

Fabriek.	Datum van indiens-neming.	Loon.	Datum van vertrek.	Loon.	Werk.	Duur van diens.			Paraaf van werknemer.
						Jare.	Maande.	Dae.	

OPMERKING.—By diensaanvaarding moet hierdie kaart aan die werkgewer oorhandig word wat die eerste drie kolomme moet invul en die kaart bewaar. By vertrek moet die werkgewer die oorblywende kolomme invul en die kaart aan die werknemer teruggee.

ANNEXURE A.

N.B.—This card should be kept in a safe place as it is an essential record for Council and Provident Fund purposes.

Reg. No. _____

Surname _____ First Names _____
Address _____ New Address _____
New Address _____ New Address _____

RECORD OF EXPERIENCE AS AT _____ years _____ months _____ days.

Basic Wage _____ p.w. C.O.L.A. _____ p.w. if employed as _____
for Secretary.

Signature of Employee _____ Date _____

SUBSEQUENT EXPERIENCE.

Factory.	Date of Engagement.	Wage.	Date of Leaving.	Wage.	Occupation.	Length of Employment.			Initials of Employer.
						Years.	Months.	Days.	

NOTE.—On engagement this card must be handed to the employer, who must fill in the first three columns and retain the card. On date of leaving, the employer must fill in the last columns and return the card to the employee.

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

Hysers by Trafalgar Place-ingang is naaste aan
die Raad se kantoor (Kamer 635).

GRAND PARADE-SENTRUM,
(SESDE VLOER), KAMER 635,
ADDERLEYSTRAAT,
KAAPSTAD.
TELEFOON: 3-6626.

AANSOEK OM WERKNEMER SE DIENSREKORDKAART.

Naam van firma _____

LET WEL.—Hierdie vorm moet in drievoud deur alle nuwelinge in die nywerheid, asook deur alle ander persone wat nie 'n gesertifiseerde diensrekordkaart van die Raad kan voorlê nie, ingevul word.

Naam van applikant _____

Voorheen bekend as _____

Woonadres _____

Ek, mnr./mev./mej. _____, verklaar hiermee dat ek _____ jaar
oud is en dat die volgende my totale ondervinding in die klerasiebedryf is:—

Naam van fabriek,	Werk,	Van.	Tydperk.	Tot.	Totaal.
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Ek het ook ondergenoemde bykomende ondervinding gehad:—

(a) _____ jaar _____ maande _____ dae	as 'n kleinhandel- of private kleremaker.
(b) _____ jaar _____ maande _____ dae	as 'n kleinhandel- of private kostuummaker.
(c) _____ jaar _____ maande _____ dae	as 'n stryker en/of opvouer in die wassery- bedryf.
(d) _____ jaar _____ maande _____ dae	as 'n klerk buite die Klerasiebedryf.

Hiermee verklaar ek dat, tot die beste van my wete, bostaande verklaring waar en reg is.

Getuie. _____

Datum. _____

Handtekening van applikant. _____

(SLEGS VIR KANTOORGEBRUIK.)

Berekening van totale ondervinding _____ jaar _____ maande _____ dae.

Nagegaan deur _____

No. van diensrekordkaart uitgereik _____ Datum _____

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

GRAND PARADE CENTRE,
(SIXTH FLOOR), ROOM 635,
ADDERLEY STREET,
CAPE TOWN,
TELEPHONE 3-6626.

APPLICATION FOR EMPLOYEE'S SERVICE RECORD CARD.

Name of Firm _____

N.B.—This form must be completed in triplicate by all new entrants to the industry and by all other persons who are unable to produce a certified Service Record Card from the Council.

Name of Applicant _____

Formerly known as _____

Residential Address _____

I, Mr./Mrs./Miss _____, hereby state that I am _____ years
of age and hereby declare that the following is my total experience in the clothing industry:—

Name of Factory.	Occupation.	From.	Period.	To.	Total.
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

I have also had the following additional experience:—

(a) _____ years _____ months _____ days	as a retail or private tailor;
(b) _____ years _____ months _____ days	as a retail or private dressmaker;
(c) _____ years _____ months _____ days	as an Ironer and/or Folder in the Laundry Trade;
(d) _____ years _____ months _____ days	as a Clerk outside the Clothing Industry.

I hereby declare that, to the best of my knowledge, the above statement is true and correct.

Witness. _____

Date. _____

Signature of Applicant. _____

(FOR USE OF COUNCIL OFFICE ONLY.)

Total Assessment of Experience _____ years _____ months _____ days.

Checked by _____

No. of Service Record Card issued _____

Date _____

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

WEEKLIKSE OPGAWE VAN INDIENSNEMING EN DIENSBEËINDIGING.

Week geëindig _____

DIE SEKRETARIS,
NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP),
POSBUS 1536,
KAAPSTAD.

Werkgewer _____

Adres _____

DEEL I.—INDIENSNEMING.

Familienaam (nooiensvan moet in hakies kom).	Voornaam (voluit).	Adres.	* Ras.	† Geslag	‡ Volwas- sene of jeugdige.	Datum van indiens- neming.	Bedryf of werk.	Besoldiging.		Diens- rekord- kaart- no.	Naam van vorige werkgewer (as daar een was).	Siek- fondsno. (as daar een is).	Op- merkings.
								Loon.	Lkt.				

DEEL II.—DIENSBEËINDIGING.

Familienaam (nooiensvan moet in hakies kom).	Voornaam (voluit).	Adres.	* Ras.	† Geslag	‡ Volwas- sene of jeugdige.	Datum van beëin- diging.	Bedryf of vak.	Besoldiging.		Diens- rekord- kaartno. (as daar een is).	Naam van vorige werkgewer (as daar een was).	Siekfons no.
								Loon.	Lewens- kostetoe- lae.			

* B = Blanke. K = Kleurling. A = Asiaat. N = Naturel. † M = Manlik. V = Vroulik. ‡ Vol. = Volwassene. J = Jeugdige.
L.W.—'n Afskrif van hierdie staat moet ook gestuur word aan Die Sekretaris, Siekefonds van die Klerasiëbedryf, Victoriaweg 350, Soutrivier.

Indien 'n werknemer nie 'n Blou Registerdienskaart, deur die Raad uitgereik, kan toon nie, moet 'n aansoekvorm vir die uitreiking daarvan aangeheg word.

Hiermee sertifiseer ek dat bogenoemde persone op die genoemde datums in diens geneem is.

Handtekening van werkgewer of gemagtigde
vertegenwoordiger.

* Indien 'n werknemer nie 'n Blou Registerdienskaart, deur die Raad uitgereik, kan toon nie, moet 'n aansoekvorm vir die uitreiking daarvan aangeheg word.

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

WEEKLY RETURN OF ENGAGEMENTS AND TERMINATIONS OF SERVICE.

Week ended _____

THE SECRETARY,
INDUSTRIAL COUNCIL OF THE CLOTHING INDUSTRY (CAPE),
P.O. BOX 1536,
CAPE TOWN

Employer _____

Address _____

PART I.—ENGAGEMENTS.

Surname (Maiden Name to be given in brackets).	First Names (in full).	Address.	* Race.	† Sex.	‡ Adult or Juvenile.	Date Engaged.	Trade or Occu- pation.	Remuneration.		Record Service Card No.†	Name of Previous Employer (if any).	Sick Fund No. (if any).	Remarks.
								Wages.	C. of L.				

PART II.—TERMINATION OF SERVICE.

Surname (Maiden Name to be given in brackets).	First Names (in full).	Address.	* Race.	† Sex.	‡ Adult or Juvenile.	Date Termi- nated.	Trade or Occu- pation.	Remuneration.		Record Service Card No.†	Name of Previous Employer (if any).	Sick Fund No. (if any).	Remarks.
								Wages.	C. of L.				

*E=European. †M=Male. ‡A=Adult. C=Coloured. F=Female. J=Juvenile. A=Asiatic. N=Native.

N.B.—A copy of this return must also be posted to The Secretary, Clothing Industry Sick Fund, 350, Victoria Road, Salt River.
If employee is not able to produce a Blue Record Service Card issued by the Council, an Application Form for issue thereof should be attached.

I hereby certify that the above persons have been engaged and/or discharged as from the dates specified.

Signature of Employer or Authorised Agent.

AANHANGSEL D.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

Naam van fabriek _____

DIE SEKRETARIS,
NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP),
POSBUS 1536,
KAAPSTAD.

MAANDELIKSE OPGAWE VAN OORPLASINGS IN WERK.

Hieronder volg besonderhede van werknemers wat gedurende die maande _____ 19____ van een werk na 'n ander oorgeplaas is:—

Diens- re- kard- kaart- no.	Familienaam (in blokletters).	Voorname (eerste voluit).	Geslag.	Nooiensvan.	Vorige werk.	Loon.	Datum van oorplasing.	Nuwe werk.	Loon.	Opmerkings.

Datum _____ 19____

Handtekening van firma _____

ANNEXURE D.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

Name of Factory _____

THE SECRETARY,
INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE),
P.O. Box 1536,
CAPE TOWN.

MONTHLY RETURN OF TRANSFERS IN OCCUPATION.

The following are particulars of employees who have been transferred in occupation during the month of _____ 19____

Service Record Card No.	Surname (in Block Letters).	Christian Names (first in full).	Sex.	Maiden Names.	Old Occu- pation.	Wage.	Date of Transfer.	New Oc- cupation.	Wage.	Remarks.

Date _____ 19____

Signature of Firm _____

AANHANGSEL E.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

POSBUS 1536,
KAAPSTAD.

KENNISGEWING OM DIENS TE BEËINDIG.

Werknemer se naam voluit _____

Fabrieksnummer _____

U word hiermee in kennis gestel dat _____ kennis aan u gegee word om u diens te beëindig, met
(Tydperk van kennisgewing.)
ingang van _____ (Datum.)

Werkgewer se naam en adres. _____

Werkgewer se handtekening. _____

L.W.—Sien artikel 18. Kennis moet van krag wees van die dag af waarop die werksweek van 'n inrigting afsluit.
Werknemer se kopie.

ANNEXURE E.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

P.O. Box 1536,
CAPE TOWN.

NOTICE TO TERMINATE EMPLOYMENT.

Employee's Name in full _____
 Factory No. _____
 You are hereby notified that _____ notice is given you to terminate your employment,
 (Period of Notice)
 taking effect from _____
 (Date)

Employer's Name and Address. _____

Signature of Employer. _____

N.B.—Vide Section 18. Notice must take effect from the day which concludes the working week in an establishment.
 Employee's Copy.

AANHANGSEL F.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

RADIOGRAFIESE ONDERSOEK VAN ALLE NUWELINGE IN DIE NYWERHEID.

AAN:— _____

Reëlings is getref dat u medies op _____ deur die Massa-radiografiediens ondersoek word.

U moet u presies om 8.30 vm. op bogenoemde datum by die Massa-radiografiediens, naby die Tolhek, Kapelstraat, Kaapstad, aanmeld, en hierdie brief saamneem. As u laat is, sal u die afspraak misloop en dit sal dan nodig wees om 'n nuwe te maak.

Hierdie brief sal in die kantoor van die Massa-radiografiediens gestempel word en u moet dit na die ondersoek terugkry en dit so gou moontlik aan hierdie firma besorg.

Handtekening _____
 Naam van firma _____
 Datum _____

STEMPEL VAN MASSA-RADIOGRAFIEDIENS.

OPMERKINGS.

(a) Die boonste gedeelte van hierdie vorm moet deur die werkgewer ingevul en aan die voornemende werknemer oorhandig word.
 (b) Die werkgewer moet ook die naam van die firma en dié van die voornemende werknemer op die onderste gedeelte van hierdie vorm invul.

(c) By ontvangs van die ingevulde mediese sertifikaat hieronder, moet dit deur die werkgewer aan die Nywerheidsraad gestuur word, tesame met die werknemer se vorm van aansoek om 'n diensrekordkaart.

(Moet deur Massa-radiografiediens afgeskeur word.)

VERTROULIK.

MASSA-RADIOGRAFIEDIENS,
KAAPSTAD.

Reeksnommer _____
 Menere _____

Naam van werknemer _____

Die uitslag van die groot film is bevredigend wat tuberkulose van die longe betref, en ons sal bogenoemde werknemer nie vir verdere ondersoek nodig hê nie.

Mediese Direkteur. _____

ANNEXURE F.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

RADIOGRAPHIC EXAMINATION OF ALL NEW ENTRANTS INTO THE INDUSTRY.

To:— _____

Arrangements have been made for you to be medically examined by the Mass Radiography Service on _____
 You must report to the Mass Radiography Service near the Toll Gate, Chapel Street, Cape Town, at 8.30 a.m. sharp on the above date, taking this letter with you. If you are late, you will miss the appointment and it will be necessary to make a fresh one.

This letter will be stamped in the office of the Mass Radiography service and you must collect it after examination and return it to this firm as soon as possible.

Signature _____
 Name of Firm _____
 Date _____

STAMP OF MASS RADIOGRAPHY SERVICE.

NOTE.

(a) The upper portion of this form is to be completed by the employer and handed to the prospective employee.
 (b) The employer should also insert on the lower portion of this form the name of the firm and name of the prospective employee.
 (c) On receipt of the completed medical certificate below, it is to be forwarded by the employer to the Industrial Council together with the employee's application form for a service record card.

(To be detached by Mass Radiography Service.)

MASS RADIOGRAPHY SERVICE,
CAPE TOWN.

CONFIDENTIAL.

Serial No. _____
 Messrs. _____

Name of Employee _____

The result of the large film is satisfactory as regards tuberculosis of the lungs and we shall not require the above-named employee for further examination.

Medical Officer. _____

AANHANGSEL G.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

DIE SEKRETARIS,
POSBUS 1536, of
GRAND PARADE-SENTRUM,
ADDERLEYSTRAAT,
KAAPSTAD.

19

Telefoon: 2-9931 (3 lyne).

MENEER,

Ingeslote vind u die bedrag van £ : : wat die bydraes ingevolge klousule 22 van die Klerasic-ooreenkoms
verteenwoordig en waarvan besonderhede hieronder verstrek word vir die tydperk geëindig 19
Naam van firma Adres

OPGAWE VAN WERKNEMERS.

Getal.

Datum.

_____	vir week geëindig.....	_____
_____	" "	_____
_____	" "	_____
_____	" "	_____
_____	" "	_____

Totale getal _____ Werknemers teen 1d. per week vir _____ weke £ _____

Voeg werkgever se bydrae van 1d. per week per werknemer by.. £ _____

£ _____

Moet tesame met u tjek uiterlik op die 7de van elke maand aan die kantoor van die Raad aangestuur word.

ANNEXURE G.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

THE SECRETARY,
P.O. BOX 1536, of
GRAND PARADE CENTRE,
ADDERLEY STREET,
CAPE TOWN.

19

Telephone: 2-9931 (3 lines).

DEAR SIR,

Enclosed please find the sum of £ : : representing contributions in terms of clause 22 of the Clothing Agree-
ment, as detailed below for the period ending 19

Name of Firm _____ Address _____

RETURN OF EMPLOYERS.

Number.

Date.

_____	for week ending _____	_____
_____	" "	_____
_____	" "	_____

Total Number _____ employees at 1d. per week for _____ weeks £ _____

Add employer's contribution of 1d. per week £ _____

£ _____

To be forwarded with your cheque to the office of the Council not later than the 7th of each month.

AANHANGSEL H.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

REGISTRASIE VAN BESIGHEID.

DIE SEKRETARIS,
NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP),
POSBUS 1536,
KAAPSTAD.

MENEER,

Ooreenkomstig artikel 27 (*bis*) van die Nywerheidsraadooreenkoms voorsien ek u hierby van onderstaande besonderhede in verband met hierdie besigheid:—

- (1) Naam waaronder besigheid gedryf word _____
- (2) Adres waar besigheid gedryf word _____
- (3) Aard van besigheid (kort beskrywing, bv. „manskler” is voldoende) _____
- (4) Omskrywing, name en adresse van bestuurslede:—

Naam.

Adres.

*Sê: Eienaar, Direkteur,
Bestuurder of Sekretaris.*

_____	_____	_____
_____	_____	_____

Handtekening van Werkgewer.

ANNEXURE H.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

REGISTRATION OF BUSINESS.

THE SECRETARY,
INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE),
P.O. BOX 1536,
CAPE TOWN.

DEAR SIR,

In accordance with Section 29 (*bis*) of the Industrial Council agreement, I hereby furnish you with the following particulars in connection with this business:—

- (1) Name under which business is carried on _____
- (2) Address at which business is carried on _____
- (3) Nature of business (short description, e.g. “men’s clothing” will suffice) _____
- (4) Description, names and addresses of management:—

Name.

Address.

*State whether Proprietor,
Director, Manager or Secretary.*

_____	_____	_____
_____	_____	_____

Signature of Employer.

AANHANGSEL I.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP).

LYS VAN SNY-, MAAK- EN OPMAAKPRYSE.

(1) *Hemde, Hoë Graad.*

Woordomskriving.—„Hoë graad” beteken ’n kledingstuk van die styl beskryf in hierdie afdeling en wat volgens standaardafmetings volgens die regte verhoudings gesny is, ten volle gevoer is en op die beste manier deur daardie besondere fabrikant gemaak is.

	Per Dosyn.	Van sy. s. d.
* Tuniek, omslaanmou, onsigbare halsknoop-sakke, dubbele mousboordjie, dubbele skouerstuk, twee boordjies.....	66 0	70 0
* Tuniek, mou met insetel, onsigbare halsknoop-sakke, dubbele mousboordjies, dubbele skouerstuk, twee boordjies.....	62 0	66 0
* Tuniek, mou met insetel, sigbare halsknoop-gat, dubbele mousboordjies, dubbele skouerstuk, twee boordjies.....	58 0	61 0
* Tuniek, mou met insetel, sigbare halsknoop-gat, enkele mousboordjies, dubbele skouerstuk, twee boordjies.....	56 0	59 0
Oopnek, dubbele skouerstuk, enkel mousboordjies.....	55 0	58 0
Boordjie en sak, dubbele skouerstuk, dubbele mousboordjies.....	57 6	60 6
Boordjie en sak, dubbele skouerstuk, enkel mousboordjies.....	55 0	58 0
* Wanneer boordjies Laminex of Trubenised is, dan 6s. per dosyn ekstra.		

Bogenoemdes met enkele karton, 1s. per dosyn ekstra.

Bogenoemdes met enkele sellofaan, 1s. 6d. per dosyn ekstra.

(2) *Hemde—Middelslag en lae graad.*

Woordomskriving.—„Middelslag en lae graad” beteken ’n ander kledingstuk as „hoë graad” en „kaffir truck” en moet herken word van die beskrywing in hierdie afdeling vervat.

	Per dosyn.
* Tuniek, mou met insetel, sigbare halsknoopsgat, enkele mousboordjies, enkele skouerstuk, twee boordjies, ten volle gevoer.....	50 0
* Wanneer boordjies Laminex of Trubenised is, dan 6s. per dosyn ekstra.	

Bogenoemde met slegs die boordjies met tussenvoering, min 4s per dosyn.

Bogenoemde met geen tussenvoering in boordjies, voorpante of mousboordjies, min 5s. per dosyn.

Bogenoemde met enkele karton, 1s. per dosyn ekstra.

Bogenoemde met enkele sellofaan, 1s. 6d. per dosyn ekstra.

Hemde met insetels, reguit of gefatsoeneerde moue, enkele steek en dwarsdeur sonder voering en met geen skouerstuk, met nekband en geen sak of met boordjie en sak met geen steekbeperking.....

Ekstras:—

	Per dosyn.
Etiketke rondom vasgewerk.....	1 3
Rugstuk.....	1 3
Enkele opgelegde skouerstuk.....	2 6
„Posted”-mousgate.....	1 3
Bandboordjies.....	2 6
Ronde mousboordjies.....	1 9
Dubbelgestikte synate.....	1 9
Knoophaak.....	1 9
Been- of kunsharsknope.....	1 0
Dubbele skouerstuk of tweestuk hemde.....	5 0
Een ekstra eenvoudige sak.....	1 3
Twee eenvoudige sakke met flappies.....	5 0
Twee plooisakke met flappies.....	6 3
Oop nek.....	2 6
Dubbele mousboordjies.....	5 0
Epaulette, sonder voering.....	5 0
Epaulette, met tussenvoering.....	6 3
In dose verpak, halfdosyne.....	2 0
Met sellofaan.....	1 6
Karton, enkele stuk.....	1 0
Gevoerde voorpante, mousboordjies en vaste boordjies.....	4 0
Los boordjies, per dosyn boordjies.....	8 0

OPMERKING.—Alle hemde van sy gemaak, moet as „hoë graad” beskou word.

(3) *Hemde—„Kaffir Truck”.*

Woordomskriving.—„Kaffir truck” beteken ’n hemp met enkele steek dwarsdeur, met reguit mousgate, eenvoudige boordjie, een opgestikte sak en lang moue, met insetel en geen rugstuk, 27s. 6d. per dosyn.

ANNEXURE I.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE).

SCHEDULE OF CUT, MAKE AND TRIM PRICES.

(1) *Shirts—High Grade.*

Definition.—“High Grade” shall mean a garment of style described in this section and which is cut on standard measurements in proportionate sizes, fully interlined, and made in the best make possible by that particular manufacturer.

	Per Dozen.	In Silk. s. d.
* Tunic, gauntlet sleeve, concealed stud pockets, double cuffs, double yoke, two collars.....	66 0	70 0
* Tunic, gusseted sleeve, concealed stud pockets, double cuffs, double yoke, two collars.....	62 0	66 0
* Tunic, gusseted sleeve, visible studhole double cuffs, double yoke, two collars.....	58 0	61 0
* Tunic, gusseted sleeve, visible studhole single cuffs, double yoke, two collars.....	56 0	59 0
Gladneck, double yoke, single cuffs.....	55 0	58 0
Collar and pocket, double yoke, double cuffs....	57 6	60 6
Collar and pocket, double yoke, single cuffs....	55 0	58 0
* When Laminex or Trubenised collars, 6s. per dozen extra.		
The above boarded singly, 1s. per dozen extra.		
The above cellophaned singly, 1s. per dozen extra.		

(2) *Shirts—Medium and Low Grade.*

Definition.—“Medium and low grade” shall mean a garment other than high grade or “kaffir truck”, and shall be recognised by the description as contained in this section.

	Per Dozen. s. d.
* Tunic, gusseted sleeve, visible stud-hole single cuffs, single yoke, two collars, fully lined.....	50 0
* When Laminex or Trubenised collars, 6s. per dozen extra.	
Above with collar only interlined, less 4s. per dozen.	
Above with no interlining in collars, fronts or cuffs, less 5s. per dozen.	
The above boarded singly, 1s. per dozen extra.	
The above cellophaned singly, 1s. 6d. per dozen extra.	
Shirts with gussets, straight or shaped sleeves single stitched and unlined throughout, and with no yoke, having neck band and not pocket or having collar and one pocket with no stitch limitation.....	30 0

Extras:—

Labels stitched all round.....	1 3
Saddle.....	1 3
Single laid-on yoke.....	2 6
Posted armholes.....	1 3
Band collars.....	2 6
Round cuffs.....	1 9
Double stitched side seams.....	1 9
Button catch.....	1 9
Bone or plastic buttons.....	1 0
Double yoke on two-piece shirts.....	5 0
One extra plain pocket.....	1 3
Two plain pockets with flaps.....	5 0
Two pleated pockets with flaps.....	6 3
Gladneck.....	2 6
Double cuffs.....	5 0
Epaulettes, unlined.....	5 0
Epaulettes, interlined.....	6 3
Boxing, half-dozens.....	2 0
Cellophaned.....	1 6
Boarding, singly.....	1 0
Lined fronts, cuffs and attached collars.....	4 0
Loose collars per dozen collars.....	8 0

NOTE.—All shirts made from silk shall be classed as “High Grade”.

(3) *Shirts—Kaffir Truck.*

Definition.—“Kaffir Truck” shall mean a shirt which is single stitched throughout, with straight armholes, plain collar, one patch pocket and long sleeves, gusseted with no saddle. 27s. 6d. per dozen.

(4) <i>Sporthemde.</i>	Per dosyn.
Mansporthemde, sonder voering, kort moue, inslaan- omslag, geen skouerstuk, skouers verbind, enkelsteek dwarsdeur.....	s. d. 30 0
<i>Ekstras:—</i>	
Etiket rondom vasgewerk.....	1 3
Enkele opgelegde skouerstuk.....	2 6
Dubbele skouerstuk.....	5 0
„Posted“-mougate.....	1 3
Bandboordjie.....	2 6
Lang moue met insetsel.....	6 6
Lang moue met omslaanboordjie.....	9 0
Een ingeslaande sak.....	1 3
Twee ingeslaande sakke.....	2 6
Twee flappies.....	3 0
Knooplussie by nek.....	2 0
Gevoerde boordjie.....	2 6
Gevoerde flappies.....	1 0
Gevoerde mousboordjies.....	2 0
„Posted“-synate.....	1 9
Enkele karton.....	1 0
Enkele sellofaan.....	1 6
In dose, per dosyn.....	1 0

(5) *Pijamas.*

Polo of oop nek met „buff“-rande, boordjie en voor-
pante en geen knoopsgat vir gordel in broek nie....

48 0

Ekstras aan alle pijamas:—

Van sy.....	12 0
Rugstuk.....	1 9
Etiket.....	1 3
Boordjie oorhands gewerk.....	2 0
Omslag oorhands gewerk.....	6 0
Gevoerde boordjie.....	2 0
Gevoerde omslag.....	4 0
Kontrasterende kleure.....	10 0
Ornamentele belegsels.....	15 0
Knoopsgat in broek.....	1 0
Enkele karton.....	1 0
Enkele sellofaan.....	1 6
In dose, per halfdosyn.....	2 0
In dose, per dosyn.....	1 6

KLERE.

(1) *Broeke.*

„Broeke, graad A,” beteken broeke gemaak van enige ander
materiaal as dié wat 50 persent of meer katoen bevat, en met uit-
sondering van „kaffir truck”.

Met twee reguit sak sysakke en een heupsak met aan- gesnyde gulp en knoophaak, gebleikte of ongebleikte katoensakke (sonder versterkband) en lyfbandvoering.....	Per dosyn. s. d. 50 0
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Ekstras:—

Gordellussies.....	3 0
Gespebande.....	6 0
Lyfbandvoering van katoenskuinsrepe (insluitende tussenvoering).....	6 0
Roomkleurige of wit materiaal.....	6 0
Kruis- of dwarsakke.....	6 0
Afgesnyde gulp en knoophaak.....	6 0
Aangesnyde gulp en knoophaak gevoer.....	3 0
Rek in middel.....	6 0
Verlengband met knoop.....	6 0
Verlengband met hakie en stafie.....	12 0
Een ekstra sak.....	6 0
Plooi.....	3 0
Sakke (middelslag graad).....	6 0
Sakke (beste gehalte).....	9 0
Permanente omslag met blinde soomsteek of sigsag.....	4 0
Lyfband voering met rayon-skuinsrepe.....	9 0
Lyfband voering met rayon-skuinsrepe (volle rubber).....	18 0
Hempgrypstukke in lyfband.....	5 0
Handelsnaametikette.....	Per stuk 0 6
Oorhandsgewerkte en agternate.....	9 0
Handgewerkte mikstukke.....	3 0
Rugstukke ten volle versterk.....	9 0
Oopgestrykte nate.....	6 0
Seuns- en jongmansbroeke, 10 persent van bogenoemde pryse af.	
Op-maat-kleremakery, 20 persent op bogenoemde pryse.	

(4) <i>Sports Shirts.</i>	Per dozen.
Men's sports shirts, unlined, short sleeves turned in facing, no yoke, shoulders joined, single stitched throughout.....	s. d. 30 0
<i>Extras:—</i>	
Labels stitched all round.....	1 3
Single laid-on yoke.....	2 6
Double yoke.....	5 0
Posted armhole.....	1 3
Banded collar.....	2 6
Long sleeve, gusseted.....	6 6
Long sleeve, gauntlet.....	9 0
One turned in pocket.....	1 3
Two turned in pockets.....	2 6
Two flaps.....	3 0
Button loop at neck.....	2 0
Lined collar.....	2 6
Lined flaps.....	1 0
Lined cuffs.....	2 0
Posted side seams.....	1 9
Boarded singly.....	1 0
Cellophaned singly.....	1 6
Boxed one dozen.....	1 0

(5) *Pyjamas.*

Polo or open neck with buff edges, collar and fronts and
no girdle button hole in trousers.....

48 0

Extras on all pyjamas:—

In silk.....	12 0
Saddle.....	1 9
Label.....	1 3
Collar top stitched.....	2 0
Facing top stitched.....	6 0
Lined collar.....	2 0
Lined facing.....	4 0
Contrasting colours.....	10 0
Frogs.....	15 0
Button hole in trousers.....	1 0
Boarded singly.....	1 0
Cellophaned singly.....	1 6
Boxed half-dozen.....	2 0
Boxed one dozen.....	1 6

CLOTHING.

(1) *Trousers.*

“Trousers, Grade A” shall mean trousers made of any materials
other than materials containing 50 per cent or more of cotton, and
excluding Kaffir Truck.

With two straight side pockets and one hip pocket with cut on fly and button catch; bleached or unbleached calico pockets (not stayed) and waist band lining.....	Per Dozen. s. d. 50 0
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Extras:—

Belt loops.....	3 0
Buckle straps.....	6 0
Cotton bias waistband lining (including interlining).....	6 0
Cream or white material.....	6 0
Cross or slant pockets.....	6 0
Cut off fly and button catch.....	6 0
Cut on fly and button catch lined.....	3 0
Elastic in waist.....	6 0
Extension belt with button.....	6 0
Extension belt with hook and bar.....	12 0
One extra pocket.....	6 0
Pleats.....	3 0
Pocketing (medium grade).....	6 0
Pocketing (best grade).....	9 0
P.T.U. blind stitch or zigzag.....	4 0
Rayon bias waistband lining.....	9 0
Rayon bias waistband lining (fully rubberised).....	18 0
Shirt grips in waistband.....	5 0
Trade name labels.....	Each 0 6
Whipped log and back seams.....	9 0
Hand sewn crutch.....	3 0
Fully stayed backs.....	9 0
Pressed open seams.....	6 0

Boys' and youths' trousers 10 per cent off above
prices.

Bespoke 20 per cent on above prices.

„Broeke, graad B,” beteken slegs broeke gemaak van materiaal wat 50 persent of meer katoen bevat, en met inbegrip van „kaffir truck”.

Met twee reguit sysakke, met katoen lyfbandvoering (nie tussenvoering nie), gebleikte of ongebleikte katoensakke, drie gordellussies as daarom gevra word, permanente omslag plat gestuk, „posted”- of enkelgestikte agternaat, aangesnyde gulp en knoophaak (albei ongevoer), enkelgestikte nate, maar met geen gespebande of sakomslag nie. 40 0

Ekstras:—

Gordellussies (meer as drie per paar).....	0 6
Gespebande gevoer of nie gevoer en in synaet ingestik	3 0
Gespebande gevoer of nie gevoer en aan band gestik..	4 0
Kruis- of dwarssakke.....	6 0
Afgesnyde gulp en knoophaak gevoer.....	6 0
Aangesnyde gulp met knoophaak gevoer.....	4 0
Dubbele of driedubbele naaldgestikte synate alleen..	2 0
Dubbele of driedubbele naaldgestikte binnebeennate	2 0
alleen.....	2 0
Rek in middel.....	6 0
Verlengband met hakie en stafie.....	12 0
Verlengband met knoop.....	6 0
Een sak.....	6 0
Plooie.....	3 0
Sakke behalwe gebleikte of ongebleikte linne (middel-	
slag graad).....	4 0
Sakke behalwe van gebleikte of ongebleikte linne (beste	
graad).....	6 0
Oopgestrykte nate.....	6 0
Permanente omslag blinde stikwerk of sigsag.....	4 0
Opgehewe buitenate.....	1 0
Klinknaelknope.....	9 0
Lyfband met tussenvoering.....	4 0
Lyfbandvoerings (rayon, met inbegrip van tussen-	
voerings).....	0 9
Handelsnaametikette.....	0 6

Afslag:—

As dieselfde materiaal gebruik word vir—

Sakke..... 3s. per dosyn sakke.
Lyfbandvoerings..... 3s. per dosyn broeke.
Seuns- en jongmansbroeke, 10 persent van bogenoemde pryse af.

Broeke wat nie heeltemal by hierdie woordskrywing ingedeel kan word nie, moet onder graad A ressorteer.

„Broeke, graad C, „Kaffir Truck,” beteken slegs broeke gemaak van die goedkoopste materiaal en het ’n eenvoudige voorpant (geen boband nie) en opgestikte sak, drie gordellussies (as dit verlang word), twee reguit sysakke van gebleikte of ongebleikte linne of sakke van dieselfde materiaal, dieselfde vir die lyfband, permanente omslag plat gestik, sy- en binnenate met enkelstikwerk, „posted”- of enkelgestikte agternaat, knope van kunshars of saamgeperste vesels, aangesnyde gulp en knoophaak, albei sonder voering, geen plooi, geen bande (aan sy en agter), geen sakomslag.

Broeke wat nie heeltemal onder hierdie woordbepaling ressorteer nie, moet as graad B-broeke ingedeel word.

Broeke met sakke van dieselfde materiaal.....	36 0
Broeke met katoensakke.....	40 0

(2) Manskortbroeke en kniebroeke.

Eenvoudige voorpant (geen boband), drie gordellussies as dit verlang word, twee reguit sysakke, met gebleikte of ongebleikte katoensakke en lyfbandvoering, sy- en binnebeennate enkele stikwerk, „posted”- of enkelgestikte agternate, aangesnyde gulp en knoophaak, albei sonder voering, geen plooi of gespebande, geen sakomslag. 36 0

Ekstras:—

Bandtop.....	3 0
Gordellussies (meer as drie per paar).....	0 6
Gespebande, een voor.....	3 0
Gespebande, twee voor of aan sye.....	6 0
Afgesnyde gulp en knoophaak.....	3 0
Aangesnyde gulp met knoophaak gevoer.....	2 0
Dubbele of driedubbele naaldgestikte binnebeennate	2 0
Dubbele of driedubbele naaldgestikte buitenate.....	2 0
Verlengband met knoop.....	6 0
Verlengband met hakie en stafie.....	12 0
Plooie.....	3 0
Opgestikte heupsak.....	1 0
Een sak sonder of met flappie.....	6 0
Skuins- of kruissysak.....	6 0
Sakke van ander stof as gebleikte of ongebleikte linne	3 0
Opgehewe nate.....	1 0
Lyfband met tussenvoering.....	4 0
Handelsnaametikette.....	0 6

“Trousers, Grade B” shall mean only trousers made of materials containing 50 per cent or more of cotton, and excluding Kaffir Truck.

Per
Dozen.
s. d.

With two straight side pockets, with cotton waistband lining (not interlined), bleached or unbleached calico pockets, three belt loops if required, P.T.U. flat stitched, posted or single stitched back seam; cut on fly and button catch (both unlined), single stitched seams, but with no buckle straps or pocket facings. 40 0

Extras—

Belt loops (more than three per pair).....	0 6
Buckle straps lined or unlined and stitched into side seam.....	3 0
Buckle straps lined or unlined stitched on band.....	4 0
Cross or slant pockets.....	6 0
Cut off fly and button catch lined.....	6 0
Cut on fly with button catch lined.....	4 0
Double or treble needle stitched side seams only.....	2 0
Double or treble needle stitched inside leg seam only.	2 0
Elastic in waist.....	6 0
Extension band with hook and bar.....	12 0
Extension band with button.....	6 0
One pocket.....	6 0
Pleats.....	3 0
Pocketing other than bleached or unbleached calico (medium grade).....	4 0
Pocketing other than bleached or unbleached calico (best grade).....	6 0
Pressed open seams.....	6 0
P.T.U. blind stitched or zig-zagged.....	4 0
Raised outside seams.....	1 0
Rivet buttons.....	9 0
Waistband interlined.....	4 0
Waistband linings (rayon, including interlining).....	0 9
Trade name labels.....	0 6

Rebates—

If self material used for—

Pockets..... 3s. per dozen pockets.
Waistband lining..... 3s. per dozen trousers.
Boys' and youths' trousers, 10 per cent of above prices.

Trousers which do not fall entirely within this definition shall be classed as Grade A trousers.

“Trousers, Grade C, Kaffir Truck” shall mean only trousers made in the cheapest make and shall have plain front (no top band) and patch back, three belt loops if desired, two straight side bleached or unbleached calico or self pockets, self waistband, P.T.U. flat stitched, side and inside seams single stitched, posted or single stitched back seam, plastic or compressed fibre buttons, cut on fly and button catch, both unlined, no pleats, no straps (side and back), no pocket facings.

Trousers which do not fall entirely within this definition shall be classed as Grade B trousers.

Trousers with self pockets.....	36 0
Trousers with calico pockets.....	40 0

(2) Men's Shorts and Knickers—

Plain front (no top band), three belt loops if desired, two straight side pockets, with bleached or unbleached calico pockets and waistband lining, side and inside leg seams single stitched, posted or single stitched back seams, cut on fly and button catch, both unlined, no pleats or buckle straps, no pocket facings. 36 0

Extras—

Band top.....	3 0
Belt loops (more than three per pair).....	0 6
Buckle straps, one in front.....	3 0
Buckle straps, two in front or at sides.....	6 0
Cut off fly and button catch.....	3 0
Cut on fly with button catch lined.....	2 0
Double or treble needle stitched inside leg seams.....	2 0
Double or treble needle stitched outside seams.....	2 0
Extension band with button.....	6 0
Extension band with hook and bar.....	12 0
Pleats.....	3 0
Pocket—patch hip.....	1 0
One pocket—jotted or with flap.....	6 0
Slant or cross side pockets.....	6 0
Pocketing other than bleached or unbleached calico..	3 0
Raised seams.....	1 0
Waistband interlining.....	4 0
Trade name labels.....	0 6

Afslag:—

As dieselfde materiaal gebruik word vir—

Sakke.....	3s. per dosyn.
Lyfbande.....	3s. per dosyn kortbroeke.
Seuns- en jongmansgroottes min 10 persent van bogenoemde pryse af.	s. d.

Seuns- en jongmanskniebroeke ten volle gevoer, beteken kniebroeke dwarsdeur met katoen gevoer, met aangesnyde gulp en knoophak, twee reguit sysakke, geen boband.....	Per dosyn. 56 0
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Ekstras:—

Afgesnyde gulp en knoophakie.....	3 0
Aangesnyde gulp met knoophak gevoer.....	2 0
Verlengband met knoop.....	6 0
Verlengband met hakie en stafie.....	12 0
Ekstra sak.....	6 0
Ander voering as katoen.....	6 0
Plooie.....	2 0
Skuinssakke.....	5 0
Boband.....	3 0
Handelsnaametikette.....	0 6
Leeds-groottes van grootte 10 af, 10 persent ekstra op bogenoemde pryse.	
Londen-groottes van grootte 13 af, 10 persent ekstra op bogenoemde pryse.	

(3) Baadjies.

Kleurbaadjies:—	Per dosyn. s. d.
Nie gevoer, drie sakke.....	192 0
Met gevoerde moue.....	222 0

Mansportbaadjies:—

Met drie sakke, gevoerde moue, geen rugstuk, geen plooi en geen rugbaad.....	Elk. s. d. 17 6
Met vier sakke, gevoerde moue, rugstuk, bandjiesnate, geen pylate of plooi, gordel opsoneel.....	22 6
Met vyf sakke, gevoerde moue, rugstuk, bandjiesnate, sakke met bandjies en plooi, pylate en gordel opsoneel, geen plooi.....	25 0

Mansbaadjies, anders as bogenoemdes:—

Katoen, nie gevoer, enkelstikwerk dwarsdeur, drie opgestikte sakke.....	Per dosyn. s. d. 210 0
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(4) Voorskote.

Geen sakke.....	10 0
Met sakke.....	12 0

(5) Ketelpakke.

Eerste graad.....	94 0
Tweede graad.....	81 0
Derde graad.....	70 0

(6) Stoffasse, ens.

Stoffasse, fabrieksjas, laboratoriumbaadjies van wit of roomkleurige drill of dergelike stof vir mans en vroue-oorknoopbors-tipe.....	Elk. s. d. 10 0
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(7) Buisbaadjies, ens.

Gholfbuisbaadjies of bosbaadjies.....	10 0
Seuns se gholfbuisbaadjies of bosbaadjies.....	8 0

(8) Springjurke.

Springjurke vir meisies, met drie plooi.....	6 6
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(9) Bloeses.

Gimnastiekbloeses vir meisies of seuns, tuniekstyl....	Per dosyn. s. d. 36 0
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Rebates—

If self materials used for—

Pockets.....	3s. per dozen pockets.
Waistbands.....	3s. per dozen shorts.
Boys' and youths' sizes less 20 per cent off above prices.	

Youths' and boys' fully lined knickers shall mean knickers calico lined throughout, with cut on fly and button catch, two straight side pockets, no top band..	Per Dozen. s. d. 56 0
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Extras—

Cut off fly and button catch.....	3 0
Cut on fly with button catch lined.....	2 0
Extension band with button.....	6 0
Extension band with hook and bar.....	12 0
Extra pocket.....	6 0
Lining other than calico.....	6 0
Pleats.....	2 0
Slant pockets.....	5 0
Trade name labels.....	0 6
Top band.....	3 0
Leeds, sizes from size 10, 10 per cent extra on above prices.	
London sizes from size 13, 10 per cent extra on above prices.	

(3) Jackets.

Blazers—	Per Dozen. s. d.
Unlined, three pockets.....	192 0
With lined sleeves.....	222 0

Men's Sports Jackets—	Each. s. d.
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With three pockets, lined sleeves, no buggy, no pleats, and no back belt.....	17 6
With four pockets, lined sleeves, buggy, taped seams, no darts or pleats, belt optional.....	22 6
With five pockets, lined sleeves, buggy, taped seams, taped and pleated pockets, darts and belt optional, but not pleats.....	25 0

Jackets, men's, other than above—

Cotton, unlined single stitched throughout, three patch pockets.....	Per Dozen. 210 0
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(4) Aprons.

No pockets.....	10 0
With pockets.....	12 0

(5) Boiler suits.

First grade.....	94 0
Second grade.....	81 0
Third grade.....	70 0

(6) Dust coats, etc.

Dust coats, factory coats, laboratory jackets of white or cream drills or similar materials for men and women, double breasted.....	Each. s. d. 10 0
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(7) Jerkins, etc.

Golf jerkins or lumber jackets.....	10 0
Boys' golf jerkins or lumber jackets.....	8 0

(8) Gym dresses.

Gym dresses for girls with three pleats.....	6 6
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(9) Blouses.

Gym blouses for girls or boys, tunic cut.....	Per Dozen. s. d. 36 0
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* No. 430.]

[9 Maart 1956.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

KLERASIENYWERHEID (KAAP).

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Klerasienywerheid, Kaap, gepubliseer by Goewermentskennisgewing No. 429 van 9 Maart 1956, nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

* No. 430.]

[9 March 1956.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

CLOTHING INDUSTRY (CAPE).

I, JOHANNES DE KLERK, Minister of Labour, hereby in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice, relating to the Clothing Industry, Cape, published under Government Notice No. 429 of the 9th March, 1956, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.