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## GOVERNMENT NOTICES.

### DEPARTMENT OF LABOUR.

No. 987.]

[26 June 1959.]

#### INDUSTRIAL CONCILIATION ACT, 1956.

#### CLOTHING INDUSTRY, EASTERN PROVINCE.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, 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 1st July, 1959, and for the period ending on the 31st May, 1961, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 (2), 3 to 23 (inclusive), 27 and 28 of the said Agreement shall be binding from the 1st July, 1959, and for the period ending on the 31st May, 1961, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Magisterial Districts of Port Elizabeth, King William's Town and East London; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Port Elizabeth, King William's Town and East London and from the 1st July, 1959, and for the period ending on the 31st May, 1961, the provisions contained in clauses 1 (2), 3 to 7 (3) (e) (inclusive), 7 (3) (g) to 23 (inclusive), 27 and 28 of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

J. DE KLERK,  
Minister of Labour.

## GOEWERMENTSKENNISGEWINGS.

### DEPARTEMENT VAN ARBEID.

No. 987.]

[26 Junie 1959.]

#### WET OF NYWERHEIDSVERSOENING, 1956.

#### KLERASIENYWERHEID, OOSTELIKE PROVINSIE.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf 1 Julie 1959 en vir die tydperk wat op 31 Mei 1961 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1 (2), 3 tot en met 23, 27 en 28 van genoemde Ooreenkoms vanaf 1 Julie 1959 en vir die tydperk wat op 31 Mei 1961 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Nywerheid in die landdrostdistrikte Port Elizabeth, King William's Town en Oos-Londen; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1 (2), 3 tot en met 7 (3) (e), 7 (3) (g) tot en met 23, 27 en 28 van genoemde Ooreenkoms vanaf 1 Julie 1959 en vir die tydperk wat op 31 Mei 1961 eindig, in die landdrostdistrikte Port Elizabeth, King William's Town en Oos-Londen *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,  
Minister van Arbeid.

## SCHEDULE.

## INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, EASTERN PROVINCE.

## AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Eastern Province Clothing Manufacturers' Association

(hereinafter called "the employers" or "employers' organisation"), of the one part, and the

Garment Workers' Union

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

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

## 1. SCOPE OF APPLICATION OF AGREEMENT.

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

(2) The terms of this Agreement shall not apply to a manager, forewoman, foreman, supervisor, designer or clerical employee, who is remunerated monthly at not less than the total remuneration prescribed in this Agreement multiplied by four and one-third and whose conditions of employment include the following provisions:—

- That his contract of service may not be terminated without a month's notice;
- that his monthly remuneration will not be reduced as a result of short-time working, unpaid public holidays, or periods of absence through illness not exceeding ten working days in any one year of employment and subject to the production of a medical certificate if required by the employer.

## 2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of the Industrial Conciliation Act, 1956, and shall remain in force for a period expiring not later than 31st May, 1961, or for such period as may be determined by him.

## 3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956;

"cleaning" means the removal of spots, marks or foreign matter from materials or garments and/or the removal of threads;

"clerical employee" means an employee who is engaged in writing, typing filing, or any other form of clerical work and includes a cashier and a telephone operator;

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

"clerical employee, female, unqualified," means a female clerical employee who has had less than four years' experience;

"clerical employee, male, qualified," means a male qualified employee who has had not less than five years' experience;

"clerical employee, male, unqualified," means a male clerical employee who has had less than five years' experience;

"Clothing Industry" or "Industry" without in any way limiting the ordinary meaning of the expression means dress-making, the making of all classes of outer and under garments, including nightwear and all classes of tweed and linen hats, caps and ties, and the making of all classes of garments to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities, but excludes bespoke tailoring;

"Council" means the Industrial Council for the Clothing Industry, Eastern Province, registered in terms of the Industrial Conciliation Act, 1937, and deemed to have been registered in terms of the Industrial Conciliation Act, 1956;

"cutter-out" means an employee engaged in cutting out garments or portions of garments from a "lay" or "layers" of materials by electric, hand or band-knife, or by shears;

"designer" means an employee engaged in designing and/or making patterns;

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

"experience" means the total length of all periods of employment in the Industry of an employee in respect of whom wages are prescribed in this Agreement, and shall be deemed to be continuous from the time the employee enters his employer's service until the time such service is terminated;

## BYLAE.

## NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, OOSTELIKE PROVINSIE.

## OOREENKOMS.

ingevoelge die bepalings van die Wet op Nywerheidsversoenig, 1956, gesluit en aangeneem tussen die

Eastern Province Clothing Manufacturers' Association

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

Garment Workers' Union

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

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

## 1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

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

(2) Die bepalings van hierdie Ooreenkoms is nie van toepassing nie op 'n bestuurder, vrou, voorman, toesighouer, ontwerper of klerklike werknemer wat maandeliks besoldig word teen minstens die totale besoldiging voorgeskryf in hierdie Ooreenkoms vermenigvuldig met vier en een-derde en by wie se diensvoorwaardes onderstaande bepalings inbegrepe is:—

- Dat sy dienskontrak nie sonder 'n maand diensopsegging beëindig mag word nie;
- dat sy maandelikse besoldiging nie verminder sal word nie as gevolg van korttyd, onbetaalde openbare vakansiedae of afwesigheidsydperke weens siekte van hoogstens tien werkdade in enige enkele jaar diens en behoudens die voorlegging van 'n doktersertifikaat, indien die werkgewer dit vereis.

## 2. GELDIGHEDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens die Wet op Nywerheidsversoenig, 1956, mag bepaal en blyk, van krag vir 'n tydperk wat voor of op 31 Mei 1961 verstryk, of vir die tydperk wat hy mag vasstel.

## 3. WOORDOMSKRYWINGS.

Enige uitdrukking wat in hierdie Ooreenkoms gebesig word en in die Wet bepaal is, het dieselfde betekenis as in die Wet. Verwysing na 'n wet omvat enige wysiging van die wet, en tensy 'n ander bedoeling bly, sluit woorde wat die manlike geslag aandui, ook vrouens in; woorts, tensy strydig met die samhang, beteken—

„Wet” die Wet op Nywerheidsversoenig, 1956;

„skoonmaak” koele, merke of vreemde stof op materiaal of kledingstukke verwyder en/of garingrade afknip;

„klerklike werknemer” 'n werknemer wat skryf-, tik-, lasser- of enige ander vorm van klerklike werk doen, en sluit 'n kassier en telefonis in;

„klerklike werknemer, vroulik, gekwalifiseer” 'n klerklike werknemer, vroulik, met minstens vier jaar ondervinding;

„klerklike werknemer, vroulik, ongekwalifiseer” 'n klerklike werknemer, vroulik, met minder as vier jaar ondervinding;

„klerklike werknemer, manlik, gekwalifiseer” 'n klerklike werknemer, manlik, met minstens vyf jaar ondervinding;

„klerklike werknemer, manlik, ongekwalifiseer” 'n klerklike werknemer, manlik, met minder as vyf jaar ondervinding;

„klerasienywerheid” of „Nywerheid” sonder om die gewone betekenis van die uitdrukking op enige wyse te beperk, modemakery, die maak van alle soorte bo- en onderkledingstukke waarby inbegrepe is nagklere en alle soorte tweed- en linae- en pette en dasse, en die maak van alle soorte kledingstukke volgens bestelling van enige Staatsdepartement of Provinsiale Administrasie, of die Suid-Afrikaanse Spoorweg- en Hawensadministrasie, of plaaslike besture maar nie kleremakery-op-maat nie;

„Raad” die Nywerheidsraad vir die klerasienywerheid, Oostelike Provinsie, wat ingevolge die Nywerheidsversoenigswet, 1937, geregistreer is en beskou word dat dit ingevolge die Wet op Nywerheidsversoenig, 1956, geregistreer is;

„uitsnyer” 'n werknemer wat kledingstukke of gedeeltes van kledingstukke uit 'n laag of lae materiaal uitsny met 'n elektriese, hand- of bandmes of met 'n skêr;

„ontwerper” 'n werknemer wat patrone ontwerp en/of maak;

„inrigting” enige plek waar enige werksaamheid in verband met die Klerasienywerheid verrig word;

„ondervinding” die totale duur van alle dienstydsperke in die Nywerheid van 'n werknemer ten opsigte van wie lone in hierdie Ooreenkoms voorgeskryf word, en dit word as ononderbroke beskou vanaf die tyd wat die werknemer by sy werkgewer in diens tree totdat sodanige diens eindig; met

provided that an employee whose service are terminated at the end of his employer's working year and who resumes work with his former employer within 14 days of the reopening of the employer's factory shall be deemed to have worked continuously;

"fitter and/or trimmer" means an employee engaged on fitting and/or trimming a portion or portions of garments after they have been marked in the marker-in, according to the pattern provided by the employer, and cut to shape by the cutter-out;

"general worker" means an employee engaged on one or more of the following operations:—

- (1) Applying adhesive solutions on seams, edges and other portions of clothing and rolling them over with a roller (female employee only);
- (2) attaching of ornamental trimmings or fasteners by hand or press;
- (3) cutting of aprons;
- (4) fastening permanent turn-ups;
- (5) fastening catch in top of trousers and various odds and ends of sewing by hand;
- (6) fastening edge-stays;
- (7) fastening facings inside already basted into position;
- (8) feeding into and taking out of automatic roller or form presses;
- (9) felling bindings;
- (10) felling crutch linings in trousers;
- (11) hemming bottoms whether by hand, sewing machine or any other machine but excluding the hemming of shirt bottoms;
- (12) folding of garments;
- (13) ironing open of seams during the course of production and ironing loose collars;
- (14) making and sewing on hangers whether by hand or machine;
- (15) making covered buttons and/or buckles;
- (16) marking of the following positions: pockets, buttons, loops, fasteners, darts, turn-ups, button-holes, hems and the like preparatory to further operations;
- (17) marking and/or trimming of the shapes of the necks of shirts and underwear;
- (18) marking off and/or cutting by hand of any trimming (not being piece goods) to a given length or shape;
- (19) marking by template and cutting to shape of materials previously cut out;
- (20) nipping by machine or hand;
- (21) pinning of finished garments;
- (22) putting on bridles by hand;
- (23) pulling out bastings;
- (24) sewing buttons by hand;
- (25) soaping;
- (26) sorting out of garments or parts of garments as required for various operations;
- (27) stamping of sizes, identity or mark numbers or other details on garments or parts of garments and/or labels;
- (28) tacking;
- (29) the removal of spots, marks or foreign matter from materials or garments and/or removal of threads;
- (30) touching up of completed garments with a hand iron after they have been pressed by a presser in the infants' and children's section;
- (31) turning bonnet brims and pressing same;
- (32) turning out or over of the edges of collar facings, belts, cuffs, tabs, pockets and/or flaps by hand or machine, and the turning of garments or parts thereof inside out;
- (33) turning sleeves or trousers inside out;
- (34) under pressing;
- (35) welding plastic clothing;

and includes any employee not elsewhere specified;

"hourly wage" means the total weekly wage divided by 42;

"labourer" means an employee engaged wholly or mainly in one or more of the following occupations:—

- (a) Cleaning premises, vehicles, animals or machines or driving animal-drawn vehicles;
- (b) loading or unloading goods;
- (c) carrying goods or stacking;
- (d) packing goods for despatch or delivery, nailing up packing cases or sewing up bales;
- (e) delivering letters, messages or goods on foot or by means of a foot or hand propelled vehicle;
- (f) making or maintaining fires or removing refuse or ashes;
- (g) mixing rubber solutions for rubberized garments;
- (h) fixing machine belts;
- (i) lubricating machines;

"layer-up" means an employee engaged in laying-up material preparatory to cutting and/or dusting with powder through perforated patterns and/or bundling portions of garments;

"learner" means [in the case of an employee referred to in clause 4 (1) (a), (b) and (g)], an employee who has had less than five years' experience; in the case of an employee referred to in clause 4 (1) (c), (d), (e), (h) and (j), an employee who has had less than three years' experience; in the case of a layer-up, an employee who has had two and a half years' experience and in the case of a general worker, an employee who has had less than two years' experience;

dien verstande dat 'n werknemer wie se diens aan die einde van sy werkjaar eindig, en wat binne 14 dae na die heropening van die werkgever se fabriek, werk by sy vorige werkgever hervat, gereken word as een wat ononderbroke gewerk het;

"inpasser en/of afwerker" 'n werknemer wat 'n gedeelte of gedeeltes van 'n kledingstuk inpas en/of afwerk nadat hulle deur 'n merker afgemerk is volgens die patroon wat deur die werkgever verskaf is en deur die uitsnyer in die regte fatsoen-uitgesny is;

"algemene werker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (1) Kleefmiddels aan nate, rande en ander dele van klerasie smeer en die plekke met 'n roller platrol (slegs 'n vroulike werknemer);
- (2) sieroplegels of drukknope met die hand of met 'n perser vasheg;
- (3) voorskote uitsny;
- (4) permanente omslae omsoom;
- (5) hakies in broekbande vaswerk, en verskillende bykomstige naaldwerkies met die hand doen;
- (6) randverstywers vasheg;
- (7) belegsels vasheg wat binne reeds op hul plek ingeryg is;
- (8) outomatiese rol- of vormperse voer of daaruit neem;
- (9) omboorsels onsigbaar omsoom;
- (10) mikvoerings onsigbaar in broeke omsoom;
- (11) onderente (uitgesonderd hemponderente) omsoom met die hand, naaimasjien of enige ander masjien;
- (12) kledingstukke vou;
- (13) some oopstryk gedurende die vervaardigingsproses en los boordjies stryk;
- (14) hanglissies maak en vasheg met die hand of met 'n masjien;
- (15) oorgetrekte knope en/of gespes maak;
- (16) die plekke vir sakke, knope, drukknope, pylmate, omslae knoopsgate, some en soortgelyke plekke merk ter voorbereiding vir verdere werksaamhede;
- (17) fatsoene van die halse van hemde en onderklere merk en/of afwerk;
- (18) enige oplegsel (wat nie stukgoedere is nie) afmerk en/of volgens 'n gegewe lengte of fatsoen met die hand sny;
- (19) reeds uitgesnyde materiaal met 'n patroon afmerk en volgens fatsoen sny;
- (20) garingdrade met masjien afsny of met die hand afknip;
- (21) voltooid kledingstukke vasspeid;
- (22) agterlissies met die hand vaswerk;
- (23) rygdrade uittrek;
- (24) knope met die hand aanwerk;
- (25) seep aansmeer;
- (26) kledingstukke of gedeeltes van kledingstukke sorteer soos vir verskillende werksaamhede vereis;
- (27) groottes, identiteits- of merknommers of ander besonderhede op kledingstukke of gedeeltes van kledingstukke en/of etikette stempel;
- (28) rygwerk verrig;
- (29) kolle, merke of vreemde stof en/of garingdrade van materiaal of kledingstukke verwyder;
- (30) oorgaan van voltooid kledingstukke met 'n handstrykyster nadat hulle deur 'n perser in die kleinkinder- en kinderafdeling gepers is;
- (31) kapperande omkeer en pers;
- (32) rande van kraagbelegsels, gordels, mansjette, oorklappe, sakke en/of klappe met die hand of met 'n masjien uit- of omdraai en kledingstukke of gedeeltes van kledingstukke met die binnekant na buite omkeer;
- (33) moue of broeke omkeer met die binnekant na buite;
- (34) onderperswerk verrig;
- (35) plastiese klerasie aanmekaar heg;

en sluit alle werknemers in wat nie elders vermeld is nie;

"uurloon" die totale weekloon gedeel deur 42;

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

- (a) Persele, voertuie, diere of masjiene skoonmaak of diere voertuie dryf;
- (b) goedere laai of aflaai;
- (c) goedere dra of opstapel;
- (d) goedere vir versending of aflewering verpak, pakkiste toespyker, of bale toewerk;
- (e) briewe, boodskappe of goedere te voet of deur middel van 'n voet- of handvoertuig aflewer;
- (f) vuurmaak, of vure aan die brand hou, of vuilgoed of as verwyder;
- (g) rubberlym vir gerubberiseerde kledingstukke aanmaak;
- (h) masjienbande verstel;
- (i) masjiene smeer;

"laemaker" 'n werknemer wat die materiaal in lae rangskik om gesny en/of met poeier bestrooi te word deur geperforeerde patrone, en/of dele van kledingstukke opmekaar pak;

"leerling" in die geval van 'n werknemer vermeld in klousule 4 (1) (a), (b) en (g), 'n werknemer met minder as vyf jaar ondervinding; in die geval van 'n werknemer vermeld in klousule 4 (1) (c), (d), (e), (h) en (j), 'n werknemer met minder as drie jaar ondervinding; in die geval van 'n laemaker, 'n werknemer met twee en 'n half jaar ondervinding en in die geval van 'n algemene werker, 'n werknemer met minder as twee jaar ondervinding;

"machine serviceman" means an employee engaged in adjusting and/or maintaining machines and boilers in good repair;  
 "machinist" means an employee who performs any operation by sewing machine except such operations as may be included under any other definition in this clause and includes a tailor;

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

"marker-in" means an employee engaged in marking in or chalking around outlines of garments or "lays" of garments from patterns provided by the employer and who may cut out garments or "lay-ups" of garments by electric, hand or bandknife or by shears, and includes an employee grading patterns from a master pattern;

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

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

"plain-sewer" means an employee engaged on performing one or more of the following operations:—

- (a) felling linings or seams already basted into position;
- (b) felling necks, shoulders or arm-holes;
- (c) felling waistband linings or parts thereof;

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

"presser" means an employee engaged in pressing completed garments by hand or machine;

"qualified" means in the case of an employee referred to in clause 4 (1) (a), (b) and (g), an employee who has had not less than five years' experience; in the case of an employee referred to in clause 4 (1) (c), (d), (e), (h) and (j), an employee who has had not less than three years' experience; in the case of a layer-up, an employee who has had not less than two and a half years' experience and in the case of a general worker, an employee who has had not less than two years' experience;

"tailor" means an employee engaged in all hand or machine operations relating to the production of men's outerwear;

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

"under-presser" means an employee, other than a presser, engaged in pressing processes during the course of manufacture;

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

#### 4. WAGES AND COST OF LIVING ALLOWANCES.

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

"masjiendiensman" 'n werknemer wat masjiene en ketels stel en/of in goeie werkende orde hou;

"masjienwerker" 'n werknemer wat enige werksaamhede met 'n naaimasjien verrig, met uitsondering van sodanige werksaamhede wat by enige ander woordskrywing in hierdie klousule ingesluit kan word en sluit 'n kleremaker in;

"merk" piekete vir sakke, knope, knoopsgate, lissies, drukknoppe, pylinate, some, omslae en soortgelyke plekke merker ter voorbereiding vir verdere werksaamhede;

"merker" 'n werknemer wat kledingstukke afmerk of met kryt langs die buitelyne van kledingstukke of lae kledingstukke afmerk van patrone af wat deur die werkgewer verskaf word, en wat kledingstukke of lae kledingstukke met 'n elektriese, hand- of bandmes of met 'n skêr kan uitsny, en sluit 'n werknemer in wat patrone van 'n meesterpatroon af graadeer;

"houer" die persoon wat die algemene bestuur en beheer van die werkplek waarneem en as daar twee of meer sulke persone is, is alle sodanige persone inbegrepe;

"stukwerk" enige stelsel waarvolgens besoldiging bereken word volgens hoeveelheid of omvang van gedane werk;

"gewone naaldwerker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (a) voerings of some wat reeds op hul plek vasgeryg is, onsigbaar omsoom;
- (b) hals-, skouer- of armholtestukke onsigbaar omsoom;
- (c) lyfbandvoerings of dele daarvan onsigbaar omsoom;

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

"perser" 'n werknemer wat voltooide kledingstukke met die hand of met 'n masjien pers;

"gekwalifiseer" in die geval van 'n werknemer vermeld in klousule 4 (1) (a), (b) en (g), 'n werknemer met minstens vyf jaar ondervinding; in die geval van 'n werknemer vermeld in klousule 4 (1) (c), (d), (e), (h) en (j) 'n werknemer met minstens drie jaar ondervinding; in die geval van 'n laemaker, 'n werknemer met minstens twee en 'n half jaar ondervinding en in die geval van 'n algemene werker, 'n werknemer met minstens twee jaar ondervinding;

"kleremaker" 'n werknemer wat alle hand- of masjienwerksaamhede in die vervaardiging van bokiere vir mans verrig;

"teebediener, vroulik of manlik" 'n werknemer wat uitsluitlik of hoofsaaklik tee of dergelyke drank maak;

"onderperser" 'n werknemer, uitgesonderd 'n perser, wat perswerk tydens die vervaardigingsproses verrig;

"werkplek" enige perseel waarin een of meer werknemers in die Nywerheid werk.

#### 4. LONE EN LEWENSKOSTETOELAES.

(1) Geen besoldiging teen laer skale per week as onderstaande basiese lone en lewenskostetoelaes mag deur 'n werkgewer betaal of deur 'n werknemer aangeneem word nie:—

| Employees.             | MAGISTERIAL DISTRICTS OF PORT ELIZABETH AND EAST LONDON. |                           |                              | MAGISTERIAL DISTRICT OF KING WILLIAM'S TOWN. |                           |                              |
|------------------------|----------------------------------------------------------|---------------------------|------------------------------|----------------------------------------------|---------------------------|------------------------------|
|                        | Basic Wage.                                              | Cost of Living Allowance. | Total Remuneration per Week. | Basic Wage.                                  | Cost of Living Allowance. | Total Remuneration per Week. |
| (a) Designer—          |                                                          |                           |                              |                                              |                           |                              |
| Qualified.....         | £ s. d.<br>10 16 10                                      | £ s. d.<br>7 3 2          | £ s. d.<br>18 0 0            | £ s. d.<br>10 6 0                            | £ s. d.<br>6 16 0         | £ s. d.<br>17 2 0            |
| Learners—              |                                                          |                           |                              |                                              |                           |                              |
| First 26 weeks.....    | 2 0 0                                                    | 1 6 5                     | 3 6 5                        | 1 18 0                                       | 1 5 1                     | 3 3 0                        |
| Second 26 weeks.....   | 2 10 0                                                   | 1 13 0                    | 4 3 0                        | 2 7 6                                        | 1 10 8                    | 3 18 2                       |
| Third 26 weeks.....    | 3 5 0                                                    | 2 2 11                    | 5 7 11                       | 3 1 9                                        | 2 0 9                     | 5 2 6                        |
| Fourth 26 weeks.....   | 4 0 0                                                    | 2 12 10                   | 6 12 10                      | 3 16 0                                       | 2 10 2                    | 6 6 2                        |
| Fifth 26 weeks.....    | 5 0 0                                                    | 3 6 0                     | 8 6 0                        | 4 15 0                                       | 3 2 9                     | 7 17 9                       |
| Sixth 26 weeks.....    | 6 0 0                                                    | 3 19 3                    | 9 19 3                       | 5 14 0                                       | 3 15 3                    | 9 9 3                        |
| Seventh 26 weeks.....  | 7 0 0                                                    | 4 12 5                    | 11 12 5                      | 6 13 0                                       | 4 7 9                     | 11 0 9                       |
| Eighth 26 weeks.....   | 8 0 0                                                    | 5 5 8                     | 13 5 8                       | 7 12 0                                       | 5 0 4                     | 12 12 4                      |
| Ninth 26 weeks.....    | 9 0 0                                                    | 5 18 10                   | 14 18 10                     | 8 11 0                                       | 5 12 10                   | 14 3 10                      |
| Tenth 26 weeks.....    | 10 0 0                                                   | 6 12 0                    | 16 12 0                      | 9 10 0                                       | 6 5 5                     | 15 15 5                      |
| (b) Marker-in, male—   |                                                          |                           |                              |                                              |                           |                              |
| Qualified.....         | 7 14 1                                                   | 5 1 8                     | 12 15 9                      | 7 6 4                                        | 4 16 7                    | 12 2 11                      |
| Learners—              |                                                          |                           |                              |                                              |                           |                              |
| First 26 weeks.....    | 1 8 3                                                    | 0 18 7                    | 2 6 10                       | 1 6 9                                        | 0 17 7                    | 2 4 4                        |
| Second 26 weeks.....   | 1 10 9                                                   | 1 0 4                     | 2 11 1                       | 1 9 2                                        | 0 19 3                    | 2 8 5                        |
| Third 26 weeks.....    | 1 13 6                                                   | 1 2 1                     | 2 15 7                       | 1 11 10                                      | 1 1 0                     | 2 12 10                      |
| Fourth 26 weeks.....   | 2 3 6                                                    | 1 8 9                     | 3 12 3                       | 2 1 4                                        | 1 7 3                     | 3 8 7                        |
| Fifth 26 weeks.....    | 2 15 0                                                   | 1 16 3                    | 4 11 2                       | 2 12 3                                       | 1 14 6                    | 4 6 9                        |
| Sixth 26 weeks.....    | 3 10 0                                                   | 2 6 3                     | 5 16 3                       | 3 6 6                                        | 2 3 11                    | 5 10 5                       |
| Seventh 26 weeks.....  | 5 2 4                                                    | 3 7 8                     | 8 10 0                       | 4 17 3                                       | 3 4 2                     | 8 1 5                        |
| Eighth 26 weeks.....   | 5 14 0                                                   | 3 15 3                    | 9 9 3                        | 5 8 4                                        | 3 11 6                    | 8 19 10                      |
| Ninth 26 weeks.....    | 6 7 6                                                    | 4 4 2                     | 10 11 8                      | 6 1 1                                        | 3 19 10                   | 10 0 11                      |
| Tenth 26 weeks.....    | 7 2 6                                                    | 4 14 1                    | 11 16 7                      | 6 15 4                                       | 4 9 4                     | 11 4 8                       |
| (c) Marker-in, female— |                                                          |                           |                              |                                              |                           |                              |
| Qualified.....         | 5 1 11                                                   | 3 7 3                     | 8 9 2                        | 4 16 10                                      | 3 3 4                     | 8 0 2                        |
| Learners—              |                                                          |                           |                              |                                              |                           |                              |
| First 26 weeks.....    | 1 8 3                                                    | 0 18 7                    | 2 6 10                       | 1 6 9                                        | 0 17 7                    | 2 4 4                        |
| Second 26 weeks.....   | 1 10 9                                                   | 1 0 4                     | 2 11 1                       | 1 9 2                                        | 0 19 3                    | 2 8 5                        |
| Third 26 weeks.....    | 1 13 6                                                   | 1 2 1                     | 2 15 7                       | 1 11 10                                      | 1 1 0                     | 2 12 10                      |
| Fourth 26 weeks.....   | 2 3 6                                                    | 1 8 9                     | 3 12 3                       | 2 1 4                                        | 1 7 3                     | 3 8 7                        |
| Fifth 26 weeks.....    | 2 15 0                                                   | 1 16 3                    | 4 11 3                       | 2 12 3                                       | 1 14 6                    | 4 6 9                        |
| Sixth 26 weeks.....    | 3 10 0                                                   | 2 6 3                     | 5 16 3                       | 3 6 6                                        | 2 3 11                    | 5 10 5                       |

| Employees.                                                                                         | MAGISTERIAL DISTRICTS OF PORT ELIZABETH<br>AND EAST LONDON. |                                 |                                    | MAGISTERIAL DISTRICT OF KING<br>WILLIAM'S TOWN. |                                 |                                    |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------|------------------------------------|-------------------------------------------------|---------------------------------|------------------------------------|
|                                                                                                    | Basic Wage.                                                 | Cost of<br>Living<br>Allowance. | Total<br>Remuneration<br>per Week. | Basic Wage.                                     | Cost of<br>Living<br>Allowance. | Total<br>Remuneration<br>per Week. |
| (d) Cutter-out, male—                                                                              | £ s. d.                                                     | £ s. d.                         | £ s. d.                            | £ s. d.                                         | £ s. d.                         | £ s. d.                            |
| Qualified.....                                                                                     | 5 2 4                                                       | 3 7 8                           | 8 10 0                             | 4 17 3                                          | 3 4 3                           | 8 1 6                              |
| Learners—                                                                                          |                                                             |                                 |                                    |                                                 |                                 |                                    |
| First 26 weeks.....                                                                                | 1 8 3                                                       | 0 18 7                          | 2 6 10                             | 1 6 9                                           | 0 17 7                          | 2 4 4                              |
| Second 26 weeks.....                                                                               | 1 10 9                                                      | 1 0 4                           | 2 11 1                             | 1 9 2                                           | 0 19 3                          | 2 8 5                              |
| Third 26 weeks.....                                                                                | 1 13 6                                                      | 1 2 1                           | 2 15 7                             | 1 11 10                                         | 1 1 0                           | 2 12 10                            |
| Fourth 26 weeks.....                                                                               | 2 3 6                                                       | 1 8 9                           | 3 12 3                             | 2 1 4                                           | 1 7 3                           | 3 8 7                              |
| Fifth 26 weeks.....                                                                                | 2 15 0                                                      | 1 16 3                          | 4 11 3                             | 2 12 3                                          | 1 14 6                          | 4 6 9                              |
| Sixth 26 weeks.....                                                                                | 3 10 0                                                      | 2 6 3                           | 5 16 3                             | 3 6 6                                           | 2 3 11                          | 5 10 5                             |
| (e) Cutter-out, female—                                                                            |                                                             |                                 |                                    |                                                 |                                 |                                    |
| Qualified.....                                                                                     | 3 19 10                                                     | 2 12 8                          | 6 12 6                             | 3 15 10                                         | 2 10 1                          | 6 5 11                             |
| Learners—                                                                                          |                                                             |                                 |                                    |                                                 |                                 |                                    |
| First 26 weeks.....                                                                                | 1 8 3                                                       | 0 18 7                          | 2 6 10                             | 1 6 9                                           | 0 17 7                          | 2 4 4                              |
| Second 26 weeks.....                                                                               | 1 10 9                                                      | 1 0 4                           | 2 11 1                             | 1 9 2                                           | 0 19 3                          | 2 8 5                              |
| Third 26 weeks.....                                                                                | 1 13 6                                                      | 1 2 1                           | 2 15 7                             | 1 11 10                                         | 1 1 0                           | 2 12 10                            |
| Fourth 26 weeks.....                                                                               | 2 2 0                                                       | 1 7 9                           | 3 9 9                              | 2 1 4                                           | 1 7 3                           | 3 8 7                              |
| Fifth 26 weeks.....                                                                                | 2 10 0                                                      | 1 13 0                          | 4 3 0                              | 2 7 6                                           | 1 11 1                          | 3 8 7                              |
| Sixth 26 weeks.....                                                                                | 3 0 0                                                       | 1 19 8                          | 4 19 8                             | 2 17 0                                          | 1 17 7                          | 4 14 7                             |
| (f) Layer—                                                                                         |                                                             |                                 |                                    |                                                 |                                 |                                    |
| Qualified.....                                                                                     | 2 14 1                                                      | 1 15 8                          | 4 9 9                              | 2 11 5                                          | 1 13 11                         | 4 5 6                              |
| Learners—                                                                                          |                                                             |                                 |                                    |                                                 |                                 |                                    |
| First 26 weeks.....                                                                                | 1 8 3                                                       | 0 18 7                          | 2 6 10                             | 1 6 9                                           | 0 17 7                          | 2 4 4                              |
| Second 26 weeks.....                                                                               | 1 10 9                                                      | 1 0 4                           | 2 11 1                             | 1 9 2                                           | 0 19 3                          | 2 8 5                              |
| Third 26 weeks.....                                                                                | 1 13 6                                                      | 1 2 1                           | 2 15 7                             | 1 11 10                                         | 1 1 0                           | 2 12 10                            |
| Fourth 26 weeks.....                                                                               | 2 0 1                                                       | 1 6 5                           | 3 6 6                              | 1 18 2                                          | 1 5 2                           | 3 3 4                              |
| Fifth 26 weeks.....                                                                                | 2 6 9                                                       | 1 10 10                         | 3 17 7                             | 2 4 6                                           | 1 9 4                           | 3 13 10                            |
| (g) Machinists, male; Pressers, male;<br>Fitters and/or Trimmers, male; and<br>Machine Servicemen— |                                                             |                                 |                                    |                                                 |                                 |                                    |
| Qualified.....                                                                                     | 4 13 8                                                      | 3 1 10                          | 7 15 6                             | 4 8 11                                          | 2 18 8                          | 7 7 7                              |
| Learners—                                                                                          |                                                             |                                 |                                    |                                                 |                                 |                                    |
| First 26 weeks.....                                                                                | 1 8 3                                                       | 0 18 7                          | 2 6 10                             | 1 6 9                                           | 0 17 7                          | 2 4 4                              |
| Second 26 weeks.....                                                                               | 1 10 9                                                      | 1 0 4                           | 2 11 1                             | 1 9 2                                           | 0 19 3                          | 2 8 5                              |
| Third 26 weeks.....                                                                                | 1 13 6                                                      | 1 2 1                           | 2 15 7                             | 1 11 10                                         | 1 1 0                           | 2 12 10                            |
| Fourth 26 weeks.....                                                                               | 2 0 1                                                       | 1 6 5                           | 3 6 6                              | 1 18 2                                          | 1 5 2                           | 3 3 4                              |
| Fifth 26 weeks.....                                                                                | 2 6 9                                                       | 1 10 10                         | 3 17 7                             | 2 4 6                                           | 1 9 4                           | 3 13 10                            |
| Sixth 26 weeks.....                                                                                | 2 13 7                                                      | 1 15 4                          | 4 8 11                             | 2 10 10                                         | 1 13 7                          | 4 4 7                              |
| Seventh 26 weeks.....                                                                              | 3 0 3                                                       | 1 19 9                          | 5 0 0                              | 2 18 0                                          | 1 18 3                          | 4 16 3                             |
| Eighth 26 weeks.....                                                                               | 3 6 11                                                      | 2 4 2                           | 5 11 1                             | 3 3 5                                           | 2 1 10                          | 5 5 3                              |
| Ninth 26 weeks.....                                                                                | 3 13 5                                                      | 2 8 5                           | 6 1 10                             | 3 10 1                                          | 2 6 3                           | 5 16 4                             |
| Tenth 26 weeks.....                                                                                | 4 0 3                                                       | 2 13 0                          | 6 13 3                             | 3 16 3                                          | 2 10 4                          | 6 6 7                              |
| (h) Machinists, female; Pressers, female;<br>Fitters and/or Trimmers, female—                      |                                                             |                                 |                                    |                                                 |                                 |                                    |
| Qualified.....                                                                                     | 3 3 6                                                       | 2 1 11                          | 5 5 5                              | 3 0 5                                           | 1 19 11                         | 5 0 4                              |
| Learners—                                                                                          |                                                             |                                 |                                    |                                                 |                                 |                                    |
| First 26 weeks.....                                                                                | 1 8 3                                                       | 0 18 7                          | 2 6 10                             | 1 6 9                                           | 0 17 7                          | 2 4 4                              |
| Second 26 weeks.....                                                                               | 1 10 9                                                      | 1 0 4                           | 2 11 1                             | 1 9 2                                           | 0 19 3                          | 2 8 5                              |
| Third 26 weeks.....                                                                                | 1 13 6                                                      | 1 2 1                           | 2 15 7                             | 1 11 10                                         | 1 1 0                           | 2 12 10                            |
| Fourth 26 weeks.....                                                                               | 2 0 1                                                       | 1 6 5                           | 3 6 6                              | 1 18 2                                          | 1 5 2                           | 3 3 4                              |
| Fifth 26 weeks.....                                                                                | 2 6 9                                                       | 1 10 10                         | 3 17 7                             | 2 4 6                                           | 1 9 4                           | 3 13 10                            |
| Sixth 26 weeks.....                                                                                | 2 13 7                                                      | 1 15 4                          | 4 8 11                             | 2 10 10                                         | 1 13 7                          | 4 4 7                              |
| (i) General Workers—                                                                               |                                                             |                                 |                                    |                                                 |                                 |                                    |
| Qualified.....                                                                                     | 2 8 2                                                       | 1 11 9                          | 3 19 11                            | 2 5 10                                          | 1 10 3                          | 3 16 1                             |
| Learners—                                                                                          |                                                             |                                 |                                    |                                                 |                                 |                                    |
| First 26 weeks.....                                                                                | 1 8 3                                                       | 0 18 7                          | 2 6 10                             | 1 6 9                                           | 0 17 7                          | 2 4 4                              |
| Second 26 weeks.....                                                                               | 1 10 9                                                      | 1 0 4                           | 2 11 1                             | 1 9 2                                           | 0 19 3                          | 2 8 5                              |
| Third 26 weeks.....                                                                                | 1 13 6                                                      | 1 2 1                           | 2 15 7                             | 1 11 10                                         | 1 1 0                           | 2 12 10                            |
| Fourth 26 weeks.....                                                                               | 2 0 1                                                       | 1 6 5                           | 3 6 6                              | 1 18 2                                          | 1 5 2                           | 3 3 4                              |
| (j) Plain Sewer—                                                                                   |                                                             |                                 |                                    |                                                 |                                 |                                    |
| Qualified.....                                                                                     | 2 12 10                                                     | 1 14 8                          | 4 7 6                              | 2 10 2                                          | 1 13 2                          | 4 3 2                              |
| Learners—                                                                                          |                                                             |                                 |                                    |                                                 |                                 |                                    |
| First 26 weeks.....                                                                                | 1 6 4                                                       | 0 17 5                          | 2 3 9                              | 1 5 0                                           | 0 16 6                          | 2 1 6                              |
| Second 26 weeks.....                                                                               | 1 11 2                                                      | 1 0 7                           | 2 11 9                             | 1 9 7                                           | 0 19 6                          | 2 9 1                              |
| Third 26 weeks.....                                                                                | 1 15 0                                                      | 1 3 3                           | 2 18 3                             | 1 13 3                                          | 1 1 11                          | 2 15 2                             |
| Fourth 26 weeks.....                                                                               | 1 19 7                                                      | 1 6 2                           | 3 5 9                              | 1 17 8                                          | 1 4 11                          | 3 2 7                              |
| Fifth 26 weeks.....                                                                                | 2 3 6                                                       | 1 8 9                           | 3 12 3                             | 2 1 4                                           | 1 7 4                           | 3 8 8                              |
| Sixth 26 weeks.....                                                                                | 2 8 1                                                       | 1 11 8                          | 3 19 9                             | 2 5 8                                           | 2 10 2                          | 3 15 10                            |
| (k) Labourer—                                                                                      | 1 17 1                                                      | 1 4 6                           | 3 1 7                              | 1 15 3                                          | 1 3 3                           | 2 18 6                             |
| (l) Teagirl and teaboy—                                                                            | 1 12 5                                                      | 1 1 5                           | 2 13 10                            | 1 10 10                                         | 1 0 4                           | 2 11 2                             |
| (m) Motor Vehicle Driver—                                                                          |                                                             |                                 |                                    |                                                 |                                 |                                    |
| (i) Driver of a motor vehicle the un-<br>laden weight of which—                                    |                                                             |                                 |                                    |                                                 |                                 |                                    |
| (a) does not exceed 1,000 lb....                                                                   | 2 8 2                                                       | 1 11 10                         | 4 0 0                              | 2 4 7                                           | 1 9 5                           | 3 14 0                             |
| (b) exceeds 1,000 lb., but does<br>not exceed 6,000 lb.....                                        | 3 17 9                                                      | 2 11 3                          | 6 9 0                              | 3 11 11                                         | 2 7 6                           | 5 19 5                             |
| (c) exceeds 6,000 lb., but does<br>not exceed 10,000 lb.....                                       | 4 14 8                                                      | 3 2 4                           | 7 17 0                             | 4 7 7                                           | 2 17 9                          | 7 5 4                              |
| (d) exceeds 10,000 lb.....                                                                         | 6 5 4                                                       | 4 2 8                           | 10 8 0                             | 5 15 11                                         | 3 16 6                          | 9 12 5                             |
| (ii) Part-time motor vehicle driver..                                                              | 2 8 2                                                       | 1 11 10                         | 4 0 0                              | 2 4 7                                           | 1 9 5                           | 3 14 0                             |
| (n) Clerical Employees according to experi-<br>ence—                                               |                                                             |                                 |                                    |                                                 |                                 |                                    |
| Males—                                                                                             |                                                             |                                 |                                    |                                                 |                                 |                                    |
| First year.....                                                                                    | 1 12 3                                                      | 1 1 4                           | 2 13 7                             | 1 10 8                                          | 1 0 3                           | 2 10 11                            |
| Second year.....                                                                                   | 2 4 5                                                       | 1 9 4                           | 3 13 9                             | 2 2 2                                           | 1 7 10                          | 3 10 0                             |
| Third year.....                                                                                    | 3 3 11                                                      | 2 2 2                           | 5 6 1                              | 3 0 7                                           | 2 0 0                           | 5 0 7                              |
| Fourth year.....                                                                                   | 4 0 5                                                       | 2 13 1                          | 6 13 6                             | 3 17 5                                          | 2 11 1                          | 6 8 6                              |
| Fifth year.....                                                                                    | 5 0 4                                                       | 3 6 3                           | 8 6 7                              | 4 15 3                                          | 3 2 11                          | 7 18 2                             |
| Thereafter.....                                                                                    | 5 12 5                                                      | 3 14 2                          | 9 6 7                              | 5 6 10                                          | 3 10 6                          | 8 17 4                             |
| Females—                                                                                           |                                                             |                                 |                                    |                                                 |                                 |                                    |
| First year.....                                                                                    | 1 12 3                                                      | 1 1 4                           | 2 13 7                             | 1 10 8                                          | 1 0 3                           | 2 10 11                            |
| Second year.....                                                                                   | 1 18 4                                                      | 1 5 4                           | 3 3 8                              | 1 16 3                                          | 1 3 11                          | 3 0 2                              |
| Third year.....                                                                                    | 2 4 5                                                       | 1 9 4                           | 3 13 9                             | 2 2 2                                           | 1 7 10                          | 3 10 0                             |
| Fourth year.....                                                                                   | 2 10 8                                                      | 1 13 5                          | 4 4 1                              | 2 8 0                                           | 1 11 8                          | 3 19 8                             |
| Thereafter.....                                                                                    | 3 3 11                                                      | 2 2 2                           | 5 6 1                              | 3 0 7                                           | 2 0 0                           | 5 0 7                              |

(o) Notwithstanding the definition of "experience" in clause 3—

(i) an employer engaged in one of the following sections of the industry—

Rainwear section; men's outerwear section; women's outerwear section; men's or women's underwear section; infants' and children's clothing section; workwear section;

may, when engaging a qualified machinist whose previous experience was gained in one or more of the other sections specified, pay to such machinist a commencing wage two notches below that to which he is entitled and thereafter to progress him according to the learnership scale applicable to machinists; provided such machinist shall be paid the wage for a qualified machinist as soon as such machinist is again engaged in the section in which the previous experience was gained.

For the purpose of this paragraph "Workwear Section" means that section of the industry in which boilersuits, overalls, dust-coats, waiters' jackets and office jackets are manufactured.

(ii) Where an employer transfers an employee who is receiving or entitled to receive the wage for a qualified employee in any category to another category he shall pay such employee for the first 26 weeks not less than the wage he was receiving or entitled to receive in such first-named category and shall thereafter pay him in accordance with the scale of wages of employees in the category to which such employee was transferred; provided that if such employee had received the wage of a qualified employee for not less than one year he shall on transfer to another category be placed on the next higher notch to his existing wage and thereafter advanced as aforesaid.

| Werknemers.                   | LANDDROSDISTRIKTE PORT ELIZABETH<br>EN OOS-LONDEN. |                         |                                    | LANDDROSDISTRIK KING WILLIAM'S TOWN. |                         |                                    |
|-------------------------------|----------------------------------------------------|-------------------------|------------------------------------|--------------------------------------|-------------------------|------------------------------------|
|                               | Basiese loon.                                      | Lewenskoste-<br>toelae. | Totale<br>besoldiging<br>per week. | Basiese loon.                        | Lewenskoste-<br>toelae. | Totale<br>besoldiging<br>per week. |
| (a) <i>Ontwerper—</i>         |                                                    |                         |                                    |                                      |                         |                                    |
| Gekwalifiseer.....            | £ s. d.<br>10 16 10                                | £ s. d.<br>7 3 2        | £ s. d.<br>18 0 0                  | £ s. d.<br>10 6 0                    | £ s. d.<br>6 16 0       | £ s. d.<br>17 2 0                  |
| Leerlinge—                    |                                                    |                         |                                    |                                      |                         |                                    |
| Eerste 26 weke.....           | 2 0 0                                              | 1 6 5                   | 3 6 5                              | 1 18 0                               | 1 5 1                   | 3 3 1                              |
| Tweede 26 weke.....           | 2 10 0                                             | 1 13 0                  | 4 3 0                              | 2 7 6                                | 1 10 8                  | 3 18 2                             |
| Derde 26 weke.....            | 3 5 0                                              | 2 2 11                  | 5 7 11                             | 3 1 9                                | 2 0 9                   | 5 2 6                              |
| Vierde 26 weke.....           | 4 0 0                                              | 2 12 10                 | 6 12 10                            | 3 16 0                               | 2 10 2                  | 6 6 2                              |
| Vyfde 26 weke.....            | 5 0 0                                              | 3 6 0                   | 8 6 0                              | 4 15 0                               | 3 2 9                   | 7 17 9                             |
| Sesde 26 weke.....            | 6 0 0                                              | 3 19 3                  | 9 19 3                             | 5 14 0                               | 3 15 3                  | 9 9 3                              |
| Sewende 26 weke.....          | 7 0 0                                              | 4 12 5                  | 11 12 5                            | 6 13 0                               | 4 7 9                   | 11 0 9                             |
| Agste 26 weke.....            | 8 0 0                                              | 5 5 8                   | 13 5 8                             | 7 12 0                               | 5 0 4                   | 12 12 4                            |
| Negende 26 weke.....          | 9 0 0                                              | 5 18 10                 | 14 18 10                           | 8 11 0                               | 5 12 10                 | 14 3 10                            |
| Tiende 26 weke.....           | 10 0 0                                             | 6 12 0                  | 16 12 0                            | 9 10 0                               | 6 5 5                   | 15 15 5                            |
| (b) <i>Merker, manlik—</i>    |                                                    |                         |                                    |                                      |                         |                                    |
| Gekwalifiseer.....            | 7 14 1                                             | 5 1 8                   | 12 15 9                            | 7 6 4                                | 4 16 7                  | 12 2 11                            |
| Leerlinge—                    |                                                    |                         |                                    |                                      |                         |                                    |
| Eerste 26 weke.....           | 1 8 3                                              | 0 18 7                  | 2 6 10                             | 1 6 9                                | 0 17 7                  | 2 4 4                              |
| Tweede 26 weke.....           | 1 10 9                                             | 1 0 4                   | 2 11 1                             | 1 9 2                                | 0 19 3                  | 2 8 5                              |
| Derde 26 weke.....            | 1 13 6                                             | 1 2 1                   | 2 15 7                             | 1 11 10                              | 1 1 0                   | 2 12 10                            |
| Vierde 26 weke.....           | 2 3 6                                              | 1 8 9                   | 3 12 3                             | 2 1 4                                | 1 7 3                   | 3 8 7                              |
| Vyfde 26 weke.....            | 2 15 0                                             | 1 16 3                  | 4 11 3                             | 2 12 3                               | 1 14 6                  | 4 6 9                              |
| Sesde 26 weke.....            | 3 10 0                                             | 2 6 3                   | 5 16 3                             | 3 6 6                                | 2 3 11                  | 5 10 5                             |
| Sewende 26 weke.....          | 5 2 4                                              | 3 7 8                   | 8 10 0                             | 4 17 3                               | 3 4 2                   | 8 1 5                              |
| Agste 26 weke.....            | 5 14 0                                             | 3 15 3                  | 9 9 3                              | 5 8 4                                | 3 11 6                  | 8 19 10                            |
| Negende 26 weke.....          | 6 7 6                                              | 4 4 2                   | 10 11 8                            | 6 1 1                                | 3 19 10                 | 10 0 11                            |
| Tiende 26 weke.....           | 7 2 6                                              | 4 14 1                  | 11 16 7                            | 6 15 4                               | 4 9 4                   | 11 4 8                             |
| (c) <i>Merker, vroulik—</i>   |                                                    |                         |                                    |                                      |                         |                                    |
| Gekwalifiseer.....            | 5 1 11                                             | 3 7 3                   | 8 9 2                              | 4 16 10                              | 3 3 4                   | 8 0 2                              |
| Leerlinge—                    |                                                    |                         |                                    |                                      |                         |                                    |
| Eerste 26 weke.....           | 1 8 3                                              | 0 18 7                  | 2 6 10                             | 1 6 9                                | 0 17 7                  | 2 4 4                              |
| Tweede 26 weke.....           | 1 10 9                                             | 1 0 4                   | 2 11 1                             | 1 9 2                                | 0 19 3                  | 2 8 5                              |
| Derde 26 weke.....            | 1 13 6                                             | 1 2 1                   | 2 15 7                             | 1 11 10                              | 1 1 0                   | 2 12 10                            |
| Vierde 26 weke.....           | 2 3 6                                              | 1 8 9                   | 3 12 3                             | 2 1 4                                | 1 7 3                   | 3 8 7                              |
| Vyfde 26 weke.....            | 2 15 0                                             | 1 16 3                  | 4 11 3                             | 2 12 3                               | 1 14 6                  | 4 6 9                              |
| Sesde 26 weke.....            | 3 10 0                                             | 2 6 3                   | 5 16 3                             | 3 6 6                                | 2 3 11                  | 5 10 5                             |
| (d) <i>Uitsnyer, manlik—</i>  |                                                    |                         |                                    |                                      |                         |                                    |
| Gekwalifiseer.....            | 5 2 4                                              | 3 7 8                   | 8 10 0                             | 4 17 3                               | 3 4 3                   | 8 1 6                              |
| Leerlinge—                    |                                                    |                         |                                    |                                      |                         |                                    |
| Eerste 26 weke.....           | 1 8 3                                              | 0 18 7                  | 2 6 10                             | 1 6 9                                | 0 17 7                  | 2 4 4                              |
| Tweede 26 weke.....           | 1 10 9                                             | 1 0 4                   | 2 11 1                             | 1 9 2                                | 0 19 3                  | 2 8 5                              |
| Derde 26 weke.....            | 1 13 6                                             | 1 2 1                   | 2 15 7                             | 1 11 10                              | 1 1 0                   | 2 12 10                            |
| Vierde 26 weke.....           | 2 3 6                                              | 1 8 9                   | 3 12 3                             | 2 1 4                                | 1 7 3                   | 3 8 7                              |
| Vyfde 26 weke.....            | 2 15 0                                             | 1 16 3                  | 4 11 3                             | 2 12 3                               | 1 14 6                  | 4 6 9                              |
| Sesde 26 weke.....            | 3 10 0                                             | 2 6 3                   | 5 16 3                             | 3 6 6                                | 2 3 11                  | 5 10 5                             |
| (e) <i>Uitsnyer, vroulik—</i> |                                                    |                         |                                    |                                      |                         |                                    |
| Gekwalifiseer.....            | 3 19 10                                            | 2 12 8                  | 6 12 6                             | 3 15 10                              | 2 10 1                  | 6 5 11                             |
| Leerlinge—                    |                                                    |                         |                                    |                                      |                         |                                    |
| Eerste 26 weke.....           | 1 8 3                                              | 0 18 7                  | 2 6 10                             | 1 6 9                                | 0 17 7                  | 2 4 4                              |
| Tweede 26 weke.....           | 1 10 9                                             | 1 0 4                   | 2 11 1                             | 1 9 2                                | 0 19 3                  | 2 8 5                              |
| Derde 26 weke.....            | 1 13 6                                             | 1 2 1                   | 2 15 7                             | 1 11 10                              | 1 1 0                   | 2 12 10                            |
| Vierde 26 weke.....           | 2 2 0                                              | 1 7 9                   | 3 9 9                              | 2 1 4                                | 1 7 3                   | 3 8 7                              |
| Vyfde 26 weke.....            | 2 10 0                                             | 1 13 0                  | 4 3 0                              | 2 7 6                                | 1 11 1                  | 3 18 7                             |
| Sesde 26 weke.....            | 3 0 0                                              | 1 19 8                  | 4 19 8                             | 2 17 0                               | 1 17 7                  | 4 14 7                             |
| (f) <i>Laemaker—</i>          |                                                    |                         |                                    |                                      |                         |                                    |
| Gekwalifiseer.....            | 2 14 1                                             | 1 15 8                  | 4 9 9                              | 2 11 5                               | 1 13 11                 | 4 5 6                              |
| Leerlinge—                    |                                                    |                         |                                    |                                      |                         |                                    |
| Eerste 26 weke.....           | 1 8 3                                              | 0 18 7                  | 2 6 10                             | 1 6 9                                | 0 17 7                  | 2 4 4                              |
| Tweede 26 weke.....           | 1 10 9                                             | 1 0 4                   | 2 11 1                             | 1 9 2                                | 0 19 3                  | 2 8 5                              |
| Derde 26 weke.....            | 1 13 6                                             | 1 2 1                   | 2 15 7                             | 1 11 10                              | 1 1 0                   | 2 12 10                            |
| Vierde 26 weke.....           | 2 0 1                                              | 1 6 5                   | 3 6 6                              | 1 18 2                               | 1 5 2                   | 3 3 4                              |
| Vyfde 26 weke.....            | 2 6 9                                              | 1 10 10                 | 3 17 7                             | 2 4 6                                | 1 9 4                   | 3 13 10                            |

| Werknemers.                                                                                        | LANDDROSDISTRIKTE PORT ELIZABETH<br>EN OOS-LONDEN. |                         |                                    | LANDDROSDISTRIK KING-WILLIAM'S TOWN. |                         |                                    |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------|------------------------------------|--------------------------------------|-------------------------|------------------------------------|
|                                                                                                    | Basiese loon.                                      | Lewenskoste-<br>toelae. | Totale<br>besoldiging<br>per week. | Basiese loon.                        | Lewenskoste-<br>toelae. | Totale<br>besoldiging<br>per week. |
| (g) Masjienwerkers, manlik; Persers, manlik; Inpassers en/of afwerkers, manlik, masjiendiensmanne— |                                                    |                         |                                    |                                      |                         |                                    |
| Gekwalifiseer.....                                                                                 | £ s. d.<br>4 13 8                                  | £ s. d.<br>3 1 10       | £ s. d.<br>7 15 6                  | £ s. d.<br>4 8 11                    | £ s. d.<br>2 18 8       | £ s. d.<br>7 7 7                   |
| Leerlinge—                                                                                         |                                                    |                         |                                    |                                      |                         |                                    |
| Eerste 26 weke.....                                                                                | 1 8 3                                              | 0 18 7                  | 2 6 10                             | 1 6 9                                | 0 17 7                  | 2 4 4                              |
| Tweede 26 weke.....                                                                                | 1 10 9                                             | 1 0 4                   | 2 11 1                             | 1 9 2                                | 0 19 3                  | 2 8 5                              |
| Derde 26 weke.....                                                                                 | 1 13 6                                             | 1 2 1                   | 2 15 7                             | 1 11 10                              | 1 1 0                   | 2 12 10                            |
| Vierde 26 weke.....                                                                                | 2 0 1                                              | 1 6 5                   | 3 6 6                              | 1 18 2                               | 1 5 2                   | 3 3 4                              |
| Vyfde 26 weke.....                                                                                 | 2 6 9                                              | 1 10 10                 | 3 17 7                             | 2 4 6                                | 1 9 4                   | 3 13 10                            |
| Sesde 26 weke.....                                                                                 | 2 13 7                                             | 1 15 4                  | 4 8 11                             | 2 10 10                              | 1 13 7                  | 4 4 7                              |
| Sewende 26 weke.....                                                                               | 3 0 3                                              | 1 19 9                  | 5 0 0                              | 2 18 0                               | 1 18 3                  | 4 16 3                             |
| Agste 26 weke.....                                                                                 | 3 6 11                                             | 2 4 2                   | 5 11 1                             | 3 3 5                                | 2 1 10                  | 5 5 3                              |
| Negende 26 weke.....                                                                               | 3 13 5                                             | 2 8 5                   | 6 1 10                             | 3 10 1                               | 2 6 3                   | 5 16 4                             |
| Tiende 26 weke.....                                                                                | 4 0 3                                              | 2 13 0                  | 6 13 3                             | 3 16 3                               | 2 10 4                  | 6 6 7                              |
| (h) Masjienwerkers, vroulik; Persers, vroulik; Inpassers en/of afwerkers, vroulik—                 |                                                    |                         |                                    |                                      |                         |                                    |
| Gekwalifiseer.....                                                                                 | 3 3 6                                              | 2 1 11                  | 5 5 5                              | 3 0 5                                | 1 19 11                 | 5 0 4                              |
| Leerlinge—                                                                                         |                                                    |                         |                                    |                                      |                         |                                    |
| Eerste 26 weke.....                                                                                | 1 8 3                                              | 0 18 7                  | 2 6 10                             | 1 6 9                                | 0 17 7                  | 2 4 4                              |
| Tweede 26 weke.....                                                                                | 1 10 9                                             | 1 0 4                   | 2 11 1                             | 1 9 2                                | 0 19 3                  | 2 8 5                              |
| Derde 26 weke.....                                                                                 | 1 13 6                                             | 1 2 1                   | 2 15 7                             | 1 11 10                              | 1 1 0                   | 2 12 10                            |
| Vierde 26 weke.....                                                                                | 2 0 1                                              | 1 6 5                   | 3 6 6                              | 1 18 2                               | 1 5 2                   | 3 3 4                              |
| Vyfde 26 weke.....                                                                                 | 2 6 9                                              | 1 10 10                 | 3 17 7                             | 2 4 6                                | 1 9 4                   | 3 13 10                            |
| Sesde 26 weke.....                                                                                 | 2 13 7                                             | 1 15 4                  | 4 8 11                             | 2 10 10                              | 1 13 7                  | 4 4 7                              |
| (i) Algemene werkers—                                                                              |                                                    |                         |                                    |                                      |                         |                                    |
| Gekwalifiseer.....                                                                                 | 2 8 2                                              | 1 11 9                  | 3 19 11                            | 2 5 10                               | 1 10 3                  | 3 16 1                             |
| Leerlinge—                                                                                         |                                                    |                         |                                    |                                      |                         |                                    |
| Eerste 26 weke.....                                                                                | 1 8 3                                              | 0 18 7                  | 2 6 10                             | 1 6 9                                | 0 17 7                  | 2 4 4                              |
| Tweede 26 weke.....                                                                                | 1 10 9                                             | 1 0 4                   | 2 11 1                             | 1 9 2                                | 0 19 3                  | 2 8 5                              |
| Derde 26 weke.....                                                                                 | 1 13 6                                             | 1 2 1                   | 2 15 7                             | 1 11 10                              | 1 1 0                   | 2 12 10                            |
| Vierde 26 weke.....                                                                                | 2 0 1                                              | 1 6 5                   | 3 6 6                              | 1 18 2                               | 1 5 2                   | 3 3 4                              |
| (j) Gewone naaldwerker—                                                                            |                                                    |                         |                                    |                                      |                         |                                    |
| Gekwalifiseer.....                                                                                 | 2 12 10                                            | 1 14 8                  | 4 7 6                              | 2 10 2                               | 1 13 2                  | 4 3 2                              |
| Leerlinge—                                                                                         |                                                    |                         |                                    |                                      |                         |                                    |
| Eerste 26 weke.....                                                                                | 1 6 4                                              | 0 17 5                  | 2 3 9                              | 1 5 0                                | 0 16 6                  | 2 1 6                              |
| Tweede 26 weke.....                                                                                | 1 11 2                                             | 1 0 7                   | 2 11 9                             | 1 9 7                                | 0 19 6                  | 2 9 1                              |
| Derde 26 weke.....                                                                                 | 1 15 0                                             | 1 3 3                   | 2 18 3                             | 1 13 3                               | 1 1 11                  | 2 15 2                             |
| Vierde 26 weke.....                                                                                | 1 19 7                                             | 1 6 2                   | 3 5 9                              | 1 17 8                               | 1 4 11                  | 3 2 7                              |
| Vyfde 26 weke.....                                                                                 | 2 3 6                                              | 1 8 9                   | 3 12 3                             | 2 1 4                                | 1 7 4                   | 3 8 8                              |
| Sesde 26 weke.....                                                                                 | 2 8 1                                              | 1 11 8                  | 3 19 9                             | 2 5 8                                | 2 10 2                  | 3 15 10                            |
| (k) Arbeider.....                                                                                  | 1 17 1                                             | 1 4 6                   | 3 1 7                              | 1 15 3                               | 1 3 3                   | 2 18 6                             |
| (l) Teebediener, vroulik of manlik.....                                                            | 1 12 5                                             | 1 1 5                   | 2 13 10                            | 1 10 10                              | 1 0 4                   | 2 11 2                             |
| (m) Motorvoertuigbestuurder—                                                                       |                                                    |                         |                                    |                                      |                         |                                    |
| (i) Bestuurder van 'n motor waarvan die leëgewig—                                                  |                                                    |                         |                                    |                                      |                         |                                    |
| (a) hoogstens 1,000 lb. is.....                                                                    | 2 8 2                                              | 1 11 10                 | 4 0 0                              | 2 4 7                                | 1 9 5                   | 3 14 0                             |
| (b) hoër as 1,000 lb., maar hoogstens 6,000 lb. is.....                                            | 3 17 9                                             | 2 11 3                  | 6 9 0                              | 3 11 11                              | 2 7 6                   | 5 19 5                             |
| (c) hoër as 6,000 lb., maar hoogstens 10,000 lb. is.....                                           | 4 14 8                                             | 3 2 4                   | 7 17 0                             | 4 7 7                                | 2 17 9                  | 7 5 4                              |
| (d) hoër as 10,000 lb. is.....                                                                     | 6 5 4                                              | 4 2 8                   | 10 8 0                             | 5 15 11                              | 3 16 6                  | 9 12 5                             |
| (ii) Deeltydse motorvoertuigbestuurder.....                                                        | 2 8 2                                              | 1 11 10                 | 4 0 0                              | 2 4 7                                | 1 9 5                   | 3 14 0                             |
| (n) Klerklike werknemers volgens ondervinding—                                                     |                                                    |                         |                                    |                                      |                         |                                    |
| Mans—                                                                                              |                                                    |                         |                                    |                                      |                         |                                    |
| Eerste jaar.....                                                                                   | 1 12 3                                             | 1 1 4                   | 2 13 7                             | 1 10 8                               | 1 0 3                   | 2 10 11                            |
| Tweede jaar.....                                                                                   | 2 4 5                                              | 1 9 4                   | 3 13 9                             | 2 2 2                                | 1 7 10                  | 3 10 0                             |
| Derde jaar.....                                                                                    | 3 3 11                                             | 2 2 2                   | 5 6 1                              | 3 0 7                                | 2 0 0                   | 5 0 7                              |
| Vierde jaar.....                                                                                   | 4 0 5                                              | 2 13 1                  | 6 13 6                             | 3 17 5                               | 2 11 1                  | 6 8 6                              |
| Vyfde jaar.....                                                                                    | 5 0 4                                              | 3 6 3                   | 8 6 7                              | 4 15 3                               | 3 2 11                  | 7 18 2                             |
| Daarna.....                                                                                        | 5 12 5                                             | 3 14 2                  | 9 6 7                              | 5 6 10                               | 3 10 6                  | 8 17 4                             |
| Vroue—                                                                                             |                                                    |                         |                                    |                                      |                         |                                    |
| Eerste jaar.....                                                                                   | 1 12 3                                             | 1 1 4                   | 2 13 7                             | 1 10 8                               | 1 0 3                   | 2 10 11                            |
| Tweede jaar.....                                                                                   | 1 18 4                                             | 1 5 4                   | 3 3 8                              | 1 16 3                               | 1 3 11                  | 3 0 2                              |
| Derde jaar.....                                                                                    | 2 4 5                                              | 1 9 4                   | 3 13 9                             | 2 2 2                                | 1 7 10                  | 3 10 0                             |
| Vierde jaar.....                                                                                   | 2 10 8                                             | 1 13 5                  | 4 4 1                              | 2 8 0                                | 1 11 8                  | 3 19 8                             |
| Daarna.....                                                                                        | 3 3 11                                             | 2 2 2                   | 5 6 1                              | 3 0 7                                | 2 0 0                   | 5 0 7                              |

(o) Ondanks die woordomskeywing van „ondervinding” in klousule 3—

(i) kan 'n werkgewer in een van die volgende afdelings van die Nywerheid—

reëndrag; mansboklere; vroueboklere; mans- of vroue-onderklere; kleinkinder- en kinderklere; werkgewer;

by die indiensneming van 'n gekwalifiseerde masjienwerker wie se vorige ondervinding in een of meer van die ander vermelde afdelings opgedoen is, aan sodanige masjienwerker 'n aanvangsloon betaal van twee kerwe laer as dié waarop hy geregtig is en hom daarna laat vorder volgens die leerlingloonskaal wat op masjienwerkers van toepassing is; met dien verstande dat die masjienis die loon van 'n gekwalifiseerde masjienis moet ontvang sodra hy weer in die afdeling werksaam is waar die vorige ondervinding opgedoen is.

Vir die toepassing van hierdie paragraaf beteken „Werkdragafdeling” daardie afdeling van die Nywerheid waar ketelpakke, oorpakke, stofjasse, kelnorbaadjies en kantoorbaadjies vervaardig word.

(ii) Waar 'n werkgewer 'n werknemer wat die loon van 'n gekwalifiseerde werknemer ontvang of daarop geregtig is uit een groep na 'n ander groep oorplaas, moet hy sodanige werknemer vir die eerste 26 weke 'n loon betaal van minstens die loon wat hy ontvang het of geregtig was om te ontvang in sodanige eersgenoemde groep, en daarna moet hy hom betaal volgens die loonskaal van toepassing op werknemers in die groep waarheen die werknemer oorgeplaas is; met dien verstande dat indien sodanige werknemer die loon van 'n gekwalifiseerde werknemer vir minstens een jaar ontvang het, hy by oorpasing in die ander groep op die eersvolgende hoër kerf bo sy bestaande loon geplaas moet word en daarna soos hierbo genoem, moet vorder.

(2) The cost of living allowance payable in terms of this clause shall be 66 per cent of the prescribed basic wage and shall include the allowance payable in terms of War Measure No. 43 of 1942, as amended, provided that if at any time the allowance prescribed herein is less than the allowance under the said War Measure, the latter allowance shall be payable.

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

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

(5) All employees who are required to work their normal shift between the hours of 10 p.m. and 6 a.m. on any day shall be deemed to be on night work, and shall be paid each week in addition to their normal remuneration, an amount of not less than 10 per cent of the total remuneration prescribed in sub-clause (1) of this clause.

#### 5. INCENTIVE BONUS AND/OR CONVEYOR BELT.

(1) A wage incentive scheme and/or conveyor belt may be worked in any establishment by mutual agreement between the management, representatives of the trade union and the employees concerned and may be altered only by mutual agreement between these parties. Such schemes may be terminated by either the employer or the trade union giving not less than one week's notice.

(2) An incentive bonus scheme may be introduced in respect of some of the employees employed in a particular section of an establishment; provided that it shall be applied within a reasonable period after its commencement to all employees engaged in the production of the particular garment in respect of which the scheme has been introduced.

(3) Subject to the provisions of sub-clauses 6 (1) and 7 (3) such incentive wage scheme and/or conveyor belt shall enable an employee to earn at least ten per cent in excess of the prescribed wage.

(4) Notwithstanding the provisions of sub-clause (2) of clause 4 an employee engaged on an incentive wage scheme and/or conveyor belt shall be paid a cost of living allowance of 66 per cent which shall be calculated and payable upon the total of the basic wage prescribed in terms of sub-clause 4 (1) plus incentive and/or conveyor belt earnings.

(5) A copy of the incentive bonus rates and subsequent alterations thereto, agreed upon and duly signed by the employer and the Secretary of the trade union, shall be filed with the Secretary of the Council and the employer shall keep a copy thereof posted in a conspicuous place readily accessible to his employees.

(6) When an employee is remunerated on an incentive bonus and/or conveyor belt basis, his ordinary rate of remuneration shall for the purpose of overtime, in terms of clause 10 and annual leave and paid holidays, in terms of clause 13 be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total earnings including cost of living allowance but excluding overtime during the three months immediately preceding that date or during the total period of his employment on an incentive bonus basis by the employer concerned whichever is the shorter, by the number of hours worked, excluding overtime, during the period in respect of which such earnings were paid.

#### 6. SHORT-TIME.

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

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

#### 7. PAYMENT OF WAGES AND OVERTIME RATES.

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

(2) Wages and all other amounts due shall be placed in a sealed envelope on which shall be reflected, or which shall be accompanied by a slip or statement showing the name or number of the employee, the date of payment, total deductions made and the net amount of earnings contained therein. Entries on the said envelope or slip shall be made in ink or indelible pencil, or shall be a clear carbon copy.

(2) Die lewenskostetoelae betaalbaar ingevolge hierdie klousule moet 66 persent wees van die voorgeskryde basiese loon en moet die totale insluit wat betaalbaar is ooreenkomstig Oorlogsmaatreël No. 43 van 1942, soos gewysig; met dien verstande dat as die toelae wat hierin voorgeskryf word, minder is as die toelae kragtens genoemde Oorlogsmaatreël, laasgenoemde toelae betaalbaar is.

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

(4) Ondanks die feit dat die gewone werkeure in enige inrigting minder as 42 in enige week is, moet die volle minimum weekloon uitgesoek word vir enige korting wat ingevolge subklousule 6 (1) en 7 (3) van hierdie Ooreenkoms toegelaat is, aan elke werknemer betaalbaar word.

(5) Alle werknemers wat verplig is om hul gewone skof tussen 10 nm. en 6 vm op enige dag te werk, moet beskou word as werknemers op nagwerk, en moet elke week, benewens hul gewone besoldiging, 'n bedrag betaal word van minstens 10 persent van die totale besoldiging voorgeskryf in subklousule (1) van hierdie klousule.

#### 5. AANSPOURINGSBONUS EN/OF VERVOERBAND.

(1) 'n Aansporingsloonskema en/of vervoerband kan in enige inrigting in werking gestel word by onderlinge ooreenkoms tussen die bestuur, verteenwoordigers van die vakvereniging en die betrokke werknemers en dit kan slegs gewysig word by onderlinge ooreenkoms tussen genoemde partye. Sodanige skema kan of deur die werkgewer of die vakvereniging op minstens 'n week kennisgewing beëindig word.

(2) 'n Aansporingsbonusskema kan ingestel word ten opsigte van sommige van die werknemers wat in diens in 'n besondere afdeling van 'n inrigting is; met dien verstande dat dit binne 'n redelike tydperk na sy instelling van toepassing gemaak word op alle werknemers betrokke by die vervaardiging van dié besondere kledingstuk ten opsigte waarvan die skema ingestel is.

(3) Behoudens die bepalings van subklousules 6 (1) en 7 (3) moet sodanige aansporingsloonskema en/of vervoerband 'n werknemer in staat stel om minstens 10 persent meer as die voorgeskryde loon te verdien.

(4) Ondanks die bepalings van subklousule (2) van klousule 4 moet 'n werknemer wat volgens 'n aansporingsloonskema en/of op 'n vervoerband werk, 'n lewenskostetoelae van 66 persent betaal word wat bereken moet word op en betaal moet word volgens die totaal van die basiese loon voorgeskryf ingevolge subklousule 4 (1) plus aansporings- en/of vervoerbandverdiensie.

(5) 'n Afskrif van die aansporingsbonustarieë en daaropvolgende wysigings daarvan waarvoor die werkgewer en die sekretaris van die vakvereniging ooreengekom het en wat hulle onderteken het, moet deur die Sekretaris van die Raad bewaar word en die werkgewer moet 'n afskrif daarvan opplaak op 'n opvallende plek wat maklik toeganklik vir sy werknemers is.

(6) As 'n werknemer op 'n aansporingsbonus- en/of vervoerbandbasis besoldig word, moet sy gewone besoldigingstarief ten opsigte van oortyd ooreenkomstig klousule 10 en jaarlikse verlof en betaalde vakansiedae ooreenkomstig klousule 13 bereken word as sou hy per uur betaal word en dit moet op enige datum vasgestel word deur sy totale verdienste, met inbegrip van lewenskostetoelae, maar met uitsondering van oortyd gedurende die drie maande wat dié datum onmiddellik voorafgegaan het of gedurende die totale tydperk van sy diens op 'n aansporingsbonusgrondslag by die betrokke werkgewer, na gelang van die koste, te deel deur die getal ure gewerk met uitsondering van oortyd in dié tydperk ten opsigte waarvan sodanige verdienste betaal is.

#### 6. KORTTYD.

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

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

#### 7. BETALING VAN LONE EN OORTYDSKALE.

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

(2) Lone en alle ander bedrae verskuldig, moet geplaas word in 'n verseëde koevert waarop moet verskyn, of wat vergesel moet word van 'n strokie of staat met die volgende gegewens: die naam en nommer van die werknemer, die datum van betaling, totale kortings gedoen en die netto bedrag van verdienste wat daarin bevat is. Gegewens op die genoemde koevert of strokie moet met ink of inktlood geskryf of 'n duidelike deurslagkopie wees.

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

- (a) where an employee is absent from work, a pro rata amount for the actual time lost may be deducted;
- (b) where the employer supplies the employees with tea, he may deduct from the wages of his employees the cost of such tea;
- (c) with the written consent of the employee, deductions may be made by an employer for insurance or pension funds;
- (d) contributions to Council funds shall be deducted in terms of clause 20 of this Agreement;
- (e) contributions to the Sick Benefit Fund and Welfare Fund shall be deducted in terms of clauses 21 and 22 of this Agreement;
- (f) with the written consent of the employee, deductions may be made by an employer for contributions to the funds of the trade union;
- (g) the cost of scissors supplied to employees may be deducted in terms of clause 16 (2) of this Agreement;
- (h) if, owing to the stoppage of machinery, no work is available for an employee a pro rata deduction may be made by the employer from the remuneration of such employee only for the time lost which is in excess of two hours;
- (i) any amount paid by an employer, compelled by any law, ordinance, or legal process to make payment on behalf of an employee, may be deducted;
- (j) subject to the provisions of clause 6 (1), a deduction proportionate to the amount of short-time worked may be made.

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

#### 8. PROPORTION OR RATIO OF EMPLOYEES.

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

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

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

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

(3) One qualified marker-in shall be employed by an employer before a layer-up may be employed. Whenever any vacancy for a marker-in occurs in any establishment, the employer shall fill the vacancy from among the cutters-out in his employ provided such employee is suitable.

(4) One qualified presser shall be employed by an employer before an employee may be employed on—

- (i) the touching up of completed garments with a hand iron;
- (ii) underpressing.

#### 9. HOURS OF WORK.

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

- (a) to work for more than 42 hours, excluding meal times, in any one week, which may, however, be comprised of either a five or six-day working week; or
- (b) to work upon a Saturday, unless his establishment is working a six-day week;
- (c) in establishments working a six-day week, to work later than 12.30 p.m. on Saturday; provided that the working hours performed from Monday to 12.30 p.m. Saturday (inclusive) do not exceed 42 in all; or
- (d) to work upon a Sunday without permission of the Council;
- (e) to work in a five-day week for more than 8½ hours on any one day; provided that the working hours performed from Monday to Friday, inclusive, do not exceed 42 in all; or
- (f) to work in a six-day week for more than—
  - (i) eight hours on any one day during the period Monday to Friday, inclusive;
  - (ii) two and a half hours or beyond the hours of 12.30 p.m. on a Saturday; or
- (g) to work before 7.45 a.m. or after 6 p.m. during the period Monday to Friday, inclusive, or before 7.45 a.m. on Saturdays; or

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

- (a) as 'n werknemer van sy werk afwesig is, 'n eweredige bedrag vir die tyd werklik verloor, afgetrek mag word;
- (b) as die werkgewer tee aan die werknemers verskaf, hy die koste van die tee van die loon van sy werknemers mag aftrek;
- (c) met die skriftelike toestemming van die werknemer, aftrekkings deur 'n werkgewer gedoen kan word vir versekering of pensioenfondse;
- (d) bydraes tot die Raadsfonds afgetrek mag word ingevolge klousule 20 van hierdie Ooreenkoms;
- (e) bydraes tot die Siektebystandfonds en Bystandfonds afgetrek mag word ingevolge klousules 21 en 22 van hierdie Ooreenkoms;
- (f) met die skriftelike toestemming van die werknemer, aftrekkings deur die werkgewer gemaak kan word vir bydraes tot die fonds van die vakvereniging;
- (g) die koste van skêre wat aan werknemers verskaf word, afgetrek mag word ooreenkomstig klousule 16 (2) van hierdie Ooreenkoms;
- (h) as geen werk vir 'n werknemer beskikbaar is nie omdat masjinerie stilstaan, 'n eweredige aftrekking deur die werkgewer van die loon van die werknemer gedoen mag word maar slegs vir verlore tyd van langer as twee uur;
- (i) enige bedrag deur 'n werkgewer kragtens enige wet, ordonansie of regsgeeding namens 'n werknemer betaal, afgetrek mag word;
- (j) behoudens die bepalinge van klousule 6 (1), 'n aftrekking in verhouding tot die korttyd wat gewerk word is, gedoen kan word.

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

#### 8. GETALLEVERHOUDING VAN WERKNEMERS.

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

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

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

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

(3) Gekwalifiseerde merker moet deur 'n werkgewer in diens geneem word voordat 'n laemaker in diens geneem kan word. Wanneer 'n vakature vir 'n merker in 'n inrigting ontstaan, moet die werkgewer die vakature vul uit die geledere van die uitsnyers in sy diens, mits sodanige werknemer geskik is.

(4) Een gekwalifiseerde perser moet deur 'n werkgewer in diens geneem word voordat 'n werknemer in diens geneem kan word vir:—

- (i) Die afronding van voltooide kledingstukke met 'n handstrykyster;
- (ii) onderpersing.

#### 9. WERKEUR.

(1) Geen werkgewer kan van 'n werknemer vereis of hom toelaat om soos volg te werk nie:—

- (a) Langer as 42 uur, met uitsondering van etensure, in enige week, wat egter uit 'n vyfdaagse of 'n sesdaagse werkweek mag bestaan; of
- (b) op 'n Saterdag, tensy die inrigting 'n sesdaagse week werk; of
- (c) in inrigtings wat 'n sesdaagse week werk, later as 12.30 namiddag op Saterdag; met dien verstande dat die ure wat van Maandag tot en met 12.30 namiddag op Saterdag gewerk word, nie meer as altesaam 42 is nie; of
- (d) sonder toestemming van die Raad op 'n Sondag; of
- (e) in 'n vyfdaagse week, langer as 8½ uur op 'n dag; met dien verstande dat dit tyd wat van Maandag tot en met Vrydag gewerk word, hoogstens 42 uur mag wees; of
- (f) in 'n sesdaagse week langer as—
  - (i) 8 uur op enige dag van Maandag tot en met Vrydag; of
  - (ii) 2½ uur of na 12.30 nm. op Saterdag; of
- (g) gedurende die tydperk Maandag tot en met Vrydag voor 7.45 vm. of na 6 nm. of voor 7.45 vm. op Saterdag te laat werk nie; of

(h) to work for a continuous period of more than five hours without an uninterrupted interval of—

- (i) in the Magisterial District of Port Elizabeth, 45 minutes;
- (ii) in the Magisterial Districts of King William's Town and East London, one hour;

for the purpose of this paragraph periods of work interrupted by shorter intervals than those prescribed in subparagraphs (i) and (ii) shall be deemed to be continuous.

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

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

#### 10. OVERTIME.

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

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

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

- (a) for more than two hours on any day;
- (b) for more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) after completion of her ordinary working hours for more than one hour on any day unless he has—

(i) given notice thereof to such employee before midday, or

(ii) provide such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee an allowance of 1s. 6d. in sufficient time to enable the employee to obtain a meal before the overtime is due to commence,

and provided further that an employee shall not be required to work overtime without his consent nor shall he be dismissed or adversely affected in his employment by reason of his refusal to work overtime.

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

- (a) At the rate of one and one-third times the hourly wage for each hour or part of an hour so worked on weekdays, or in the case of piece-work not less than one and one-third times the ordinary rate of remuneration for all work done during each hour;
- (b) at one and one-half times the hourly wage for each hour or part of an hour worked on Saturdays after the usual closing time, or in the case of piece-work not less than one and one-half times the ordinary rate of remuneration, provided that for the purpose of calculating overtime the hourly wage shall mean the weekly wage inclusive of cost of living allowance divided by 42.

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

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

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

#### 11. OUTWORK.

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

(h) vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke ruspouse van—

- (i) in die landdrosdistrik Port Elizabeth, 45 minute;
- (ii) in die landdrosdistrikte King Williams Town en Oos-Londen, een uur.

Vir die toepassing van hierdie paragraaf, word werksydperk, onderbreek deur korter ruspouses as dié soos in subparagrafe (i) en (ii) voorgeskryf, as aaneenlopend gereken.

(2) 'n Ruspouse van minstens 15 minute, waarin geen werk gedoen mag word nie, moet so na aan die middel van elke oggendwerksydperk as wat prakties doenlik is, aan elke werknemer toegestaan word, en 'n ruspouse van tien minute moet so na aan die middel van elke middagwerksydperk as wat prakties moontlik is, aan elke werknemer toegestaan word. Dié pouses moet beskou word as tyd gewerk. Gerei en kookwater om tee te maak moet deur die werkgever verskaf word en dit moet vir die werknemers by die begin van elke rus- en middagteppouse beskikbaar wees.

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

#### 10. CORTYD.

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

- (a) twee uur op enige dag van Maandag tot en met Vrydag;
- (b) vier uur op Saterdag;
- (c) ses uur in 'n week;

met dien verstande dat geen werkgever mag vereis of toelaat dat 'n vroulike werknemer oortyd soos volg werk nie:—

- (a) Langer as twee op enige dag;
- (b) op meer as drie opeenvolgende dae;
- (c) op meer as 60 dae in enige jaar;
- (d) na voltooiing van haar gewone werkure, langer as een uur op enige dag, tensy hy—

(i) haar voor 12-uur middag daarvan in kennis gestel het; of

(ii) haar van 'n toereikende ete voorsien het voor sy met oortyd moet begin; of

(iii) haar betyds 'n toelae van 1s. 6d. betaal het om haar in staat te stel om 'n ete te verkry voor die oortyd moet begin;

en voorts mt dien verstande dat 'n werknemer nie verplig kan word om oortyd sonder sy toestemming te werk nie; ook mag hy nie ontslaan of in sy diens benadeel word weens sy weiering om oortyd te werk nie.

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

- (a) Teen  $1\frac{1}{2}$  maal die uurloon vir elke uur of gedeelte van 'n uur aldus gewerk op weekdae, of in die geval van stukwerk minstens  $1\frac{1}{2}$  maal die gewone loon vir alle werk gedurende elke uur verrig;
- (b) teen  $1\frac{1}{2}$  maal die uurloon vir elke uur of gedeelte van 'n uur op Saterdag gewerk na die gewone sluitingstyd of in die geval van stukwerk, minstens  $1\frac{1}{2}$  maal die gewone uurloon; met dien verstande dat, vir die berekening van oortyd, die uurloon die weekloon moet beteken, met inbegrip van lewenskostetoelae, gedeel deur 42.

(3) As 'n werknemer op 'n Sondag werk, moet sy werkgever of—

- (a) die werknemer betaal teen minstens dubbel die besoldiging betaalbaar ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk; of
- (b) die werknemer ten opsigte van die totale tydperk gewerk op sodanige Sondag, betaal teen minstens  $1\frac{1}{2}$  maal sy gewone besoldiging en die werkgever moet die werknemer uitkies binne sewe dae na sodanige Sondag een dag vakansie toestaan en om ten opsigte daarvan besoldiging betaal teen minstens sy gewone besoldiging asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(4) As oortyd, bereken op 'n daaglikse basis, verskil van dié wat op 'n weeklikse basis bereken is, moet die gunstigste basis vir die werknemer aangeneem word.

#### 11. BUITEWERK.

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

12. REGISTRATION OF WORKSHOP.

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

13. ANNUAL PAID LEAVE AND PAID HOLIDAYS.

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

(a) the period of such holiday shall not be concurrent with any period during which the employee is under notice of termination of employment, or is undergoing peace training under the Defence Act, 1957;

(b) if any public holiday referred to in sub-clause (7) of this clause falls within the period of such holiday, such public holiday shall be added to the said period as a further period of holiday and the employee shall be paid in respect of such public holiday not later than the first pay day following resumption of work or on the date of termination of services, whichever is the earlier, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

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

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

(4) The amount of the holiday allowance payable in terms of sub-clauses (1) and (2) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date from which his holiday is granted or on which his employment is terminated, as the case may be; and the provisions of sub-clause (6) of clause 5 shall *mutatis mutandis* apply where work is being done on a piece-work basis of remuneration.

(5) Any period during which an employee—

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

(b) undergoes peace training under the Defence Act, 1957; 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 confinement;

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

(6) In this clause the expression "employer" includes—

(a) in the case of the death of an employer, the executor of his estate or his heir or legatee; and

(b) in the case of insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

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

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

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

12. REGISTRASIE VAN WERKPLEKKE.

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

13. JAARLIKSE VERLOF MET BESOLDIGING EN VAKANSIEDAE MET BESOLDIGING.

(1) Elke werkplek moet aan sy werknemer minstens twee agtereenvolgende weke en twee dae betaalde verlof toestaan wat elke jaar in Desember 'n aanvang moet neem. Op of voor die laaste werkdag voor die aanvang van die verlof moet elke werknemer een twaalfde van sy totale besoldiging vir twee weke en twee dae vir elke voltooide maand diens by dieselfde werkplek betaal word; met dien verstande dat—

(a) sodanige verlof nie mag saamval met 'n tydperk wat die werknemer onder kennis van diensbeëindiging is, of vredesopleiding ingevolge die Verdedigingswet, 1957, meemaak nie; en

(b) as 'n openbare vakansiedag genoem in subklousule (7) van hierdie klousule, binne die tydperk van die verlof val, sodanige openbare vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof en die werknemer ten opsigte van so 'n openbare vakansiedag voor of op die eerste betaaldag wat volg op die hervatting van werk of, na gelang van die jongste datum, op die datum van diensbeëindiging, 'n bedrag betaal moet word gelyk aan die loon wat hy sou verdien het as hy op so 'n openbare vakansiedag sy daaglikse gewone gemiddelde werkure gewerk het.

(2) By diensbeëindiging moet die werkplek die werknemer die bedrag van die verloftoelae, verskuldig op die datum van sodanige diensbeëindiging en bereken soos bepaal in subklousule (1), betaal.

(3) Ten einde die verloftoelae te bereken wat betaalbaar is ingevolge subklousules (1) en (2), word diens van 'n halfmaand of meer beskou as diens vir 'n volle maand: „'n halfmaand” beteken enige tydperk van 15 agtereenvolgende kalenderdae (afgesien van werkdag).

(4) Die bedrag van die verloftoelae betaalbaar ingevolge subklousules (1) en (2) moet bereken word teen die skaal van besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop sy verlof begin of, na gelang van die geval die datum waarop sy diens beëindig is; en die bepaling van subklousule (6) van klousule 5 is *mutatis mutandis* van toepassing waar werk op 'n stukwerkbasis van besoldiging verrig word.

(5) Enige tydperk wat 'n werknemer—

(a) met verlof is ingevolge subklousule (1); of

(b) vredesopleiding ingevolge die Verdedigingswet, 1957, meemaak; of

(c) van werk afwesig is op las of op versoek van die werkplek; of

(d) weens siekte of bevalling van werk afwesig is;

word beskou as diens vir die toepassing van subklousule (1) en (2) met dien verstande dat die bepaling van paragraaf (d) nie van toepassing is ten opsigte van enige tydperk van afwesigheid weens siekte van meer as drie agtereenvolgende dae nie as die werknemer in gebreke bly om, na die werkplek om so 'n sertifikaat gevra het, 'n sertifikaat van 'n dokter dat hy weens siekte verhinder is om sy werk te doen, aan die werkplek voor te lê, of ten opsigte van dié gedeelte van enige totale tydperk van afwesigheid wat 30 dae oorskry gedurende enige 12 maande diens.

(6) In hierdie klousule omvat die uitdrukking „werkplek”—

(a) in die geval van die dood van 'n werkplek, die eksekuteur van sy boedel of sy erfgenaam of legataris; en

(b) in die geval van bankrotskap van 'n werkplek of die likwidasië van sy boedel, of die oordrag of verkoop van sy besigheid, die kurator of likvideerder of die nuwe eienaar van die besigheid;

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

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

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

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

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

whichever may be the later.

#### 14. TERMINATION OF EMPLOYMENT.

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

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

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

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

- (a) through illness for a period of not more than sixty consecutive days, if the employee has furnished or caused to be furnished to the employer within six consecutive working days after absents himself from work a medical certificate certifying that such employee is unable to work due to illness;
- (b) on leave, the permission of the employer having been obtained.

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

(5) The employment of any employee who absents himself from work for a period of six consecutive working days without notifying his employer in writing, of the reason may be terminated by the employer without notice.

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

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

#### 15. PREMIUMS.

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

#### 16. TOOLS.

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

(2) Where the cost of scissors supplied to an employee does not exceed 10s., the employer may deduct the cost thereof from the wages of the employee in instalments of not more than 1s. per week. Where the cost of scissors exceed 10s., the deductions shall be at a rate mutually agreed upon between the employer and his employee. The scissors shall be kept sharpened and otherwise in good order by the employer without cost to the employee.

#### 17. EXISTING CONTRACTS.

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

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

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

na gelang van die jongste datum.

#### 14. DIENSBEÏNDIGING.

(1) Behoudens die bepalings van subklousule (1) (d) van hierdie klousule word dit van elke werknemer vereis om een week skriftelik kennis te gee om sy diens te beëindig, en van elke werkgewer word dit vereis om desgeelyks kennis te gee om die diens van 'n werknemer te beëindig; dié week kennisgewing word van krag van die eerste dag van die gewone werkweek van die werknemer af; met dien verstande dat hierdie klousule nie van toepassing is in die geval van 'n werknemer wat op proef aangestel is vir 'n tydperk van minstens en hoogstens drie agtereenvolgende werkdae nie. 'n Week kennisgewing beteken 'n volle week se werk of 'n volle week se betaling in plaas van kennisgewing; met dien verstande dat dit nie die onderstaande raak nie:—

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

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

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

- (a) weens siekte vir 'n tydperk van hoogstens 60 opeenvolgende dae, as die werknemer binne ses agtereenvolgende werkdae nadat hy van sy werk weggebly het, aan die werkgewer 'n doktersertifikaat voorlê of laat voorlê, dat sodanige werknemer weens siekte nie kan werk nie;
- (b) met verlof, nadat die skriftelike toestemming van die werkgewer verkry is.

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

(5) Die diens van 'n werknemer wat vir 'n tydperk van ses dae van sy werk afwesig bly sonder om aan sy werkgewer skriftelik kennis te gee van die rede, kan deur die werkgewer sonder opsegging beëindig word.

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

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

#### 15. PREMIES.

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

#### 16. GEREEDSKAP.

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

(2) As die koste van skêre aan 'n werknemer verskaf nie meer as 10s. is nie, kan die werkgewer die koste daarvan van die loon van die werknemer aftrek in paaiemente van hoogstens 1s. per week. As die koste van skêre meer as 10s. is, moet die aftrekkings gedoen word teen 'n skaal waarop onderling ooreengekom is deur die werkgewer en sy werknemer. Die werkgewer moet die skêre vir die werknemer kosteloos skerp en andersins in goeie orde hou.

#### 17. BESTAANDE KONTRAKTE.

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

### 18. CERTIFICATE OF SERVICE.

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

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

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

### 19. EXEMPTIONS.

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

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

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

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

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

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

(4) The Secretary of the Council shall—

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

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

### 20. COUNCIL FUNDS.

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

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

### 21. SICK BENEFIT FUND.

(1) There is hereby established a fund known as the Clothing Industry Sick Benefit Fund (hereinafter referred to as "the fund" in this clause) in which is incorporated the fund established in terms of clause 21 of the Agreement published in the schedule to Government Notice No. 477 dated 28th March, 1958.

### 18. DIENSSERTIFIKAAT.

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

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

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

### 19. VRYSTELLINGS.

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

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

- (i) wat deur 'n noodgeval genoodsaak word; of
- (ii) wat nodig is om die verlies van grondstowwe te voorkom wat aan 'ninnige ontbinding onderworpe is, terwyl hulle behandel word.

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

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

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

(4) Die Sekretaris van die Raad moet—

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

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

### 20. RAADSFONDSE.

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

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

### 21. SIEKTEBYSTANDSFONDS.

(1) Hierby word 'n fonds gestig bekend as die „Siektebystandsfonds vir die Klerasienuwerheid" (hieronder in hierdie klousule die „Fonds" genoem) waarby die fonds, ingestel ingevolge klousule 21 van die Ooreenkoms, gepubliseer in die bylae van Goewermentskennisgewing No. 477, gedateer 28 Maart 1958, ingelyf is.

(2) The object of the fund shall be the provision of medical, pharmaceutical and sick pay benefits to employees suffering from ill-health and special financial benefits to employees suffering from tuberculosis.

(3) The fund shall be under the control of a management committee consisting of three representatives of the employers and three representatives of the employees appointed by the Council from amongst its members. An alternate may be appointed in respect of each representative.

(4) The management committee shall have the power to make, amend and alter rules governing the administration of the fund. Copies of the rules and any amendments shall be lodged with the Secretary for Labour.

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

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

and shall forward the aggregate of the amount so calculated to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, not later than the seventh day of the month following that to which it refers, together with a statement in such form as the management committee may from time to time prescribe.

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

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

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

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

Employees other than labourers, tea-boys and tea-girls having not less than two years' experience: 6s. per day.

In the event of an employee exhausting the full period of benefit under this sub-clause a further period of contributions of 13 weeks shall elapse before such employee becomes entitled to any further sick benefits. For broken periods of illness within the maximum benefit of forty-eight days, a period of six days shall elapse between the completion of one illness before sick pay benefits shall be payable in respect of another period of illness.

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

For the purposes of this clause—

"illness" means any illness, affliction of disease, which is—

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

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

(7) An employee who has paid contributions for a period of 36 weeks and who has exhausted the benefits obtainable in terms of paragraph (d) of sub-clause (6) shall be entitled to financial assistance by way of tuberculosis pay at the rate of not less than £1 per calendar week for a consecutive period of eight weeks commencing on the day the employee, certified to be suffering from tuberculosis by a medical practitioner ceased work on the instruction of such medical practitioner, or for such lesser period as the medical practitioner may deem it necessary for the employee to remain absent from his place of work due to his contraction of tuberculosis; provided that—

- an employee qualifying for benefit on any day during a calendar week shall be paid one-seventh of the weekly benefit in respect of each day of such week for which he qualifies for benefit;

(2) Die doel van die Fonds is die verskaffing van mediese, farmaseutiese en siektebystand aan werknemers wat aan swak gesondheid ly en spesiale geldelike hulp aan werknemers wat aan tuberkulose ly.

(3) Die Fonds staan onder 'n bestuurskomitee bestaande uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers wat deur die Raad uit sy geledere benoem word. 'n Plaasvervanger kan vir elke verteenwoordiger benoem word.

(4) Die bestuurskomitee het die bevoegdheid om reëls, wat die administrasie van die Fonds beheer, op te stel en te wysig. Eksemplare van die reëls en enige wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(5) Van die loon van elke werknemer moet die werkgewer elke week 'n bedrag ooreenkomstig die volgende tabel aftrek en 'n bedrag ten opsigte van elke werknemer ooreenkomstig dié tabel byvoeg:—

*Werknemer se bydrae.      Werkgewer se bydrae.*

- |                                                       |     |     |
|-------------------------------------------------------|-----|-----|
| (a) Arbeiders, teebediendes, manlik en vroulik ... .. | 4d. | 5d. |
| (b) Alle ander werknemers ... ..                      | 6d. | 8d. |

en moet die totale bedrag aldus bereken, op of voor die sewende van die maand ná die maand waarop dit betrekking het, aan die Sekretaris van die Raad stuur, tesame met 'n staat in sodanige vorm as wat die bestuurskomitee van tyd tot tyd kan voorskryf.

(6) 'n Werknemer wat bydraes minstens 13 weke lank betaal het is, behoudens bogenoemde reëls geregtig op—

- alle mediese behandeling, uitgesonderd kraamgevalle, narkose, tandheelkundige, oog-, neus-, oor- en keel- en ander operasies, uitgesonderd sulke kleiner operasies as wat die Fonds se mediese beampte gewillig is om binne die bestek van die Fonds uit te voer;
- voorrade medisyne, op magtiging van 'n preskripsie geteken deur die Fonds se mediese beampte, asook verdowingsmiddels, salwe, verbande en wasmiddels;
- bystand, na goeddunke van die bestuurskomitee, tot die koste van brille;
- siektebetaling teen die volgende skale, wat 'n aanvang neem op die vierde dag van die siekte tot en met 48 dae ononderbroke afwesigheid:—

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

Ander werknemers as arbeiders, teebediendes manlik en vroulik, met hoogstens twee jaar ondervinding; 4s. 6d. per dag.

Ander werknemers as arbeiders, teebediendes, manlik en vroulik, met minstens twee jaar ondervinding: 6s. per dag.

Ingeval die volle tydperk van bystand kragtens hierdie subklousule deur 'n werknemer uitgeput word, moet 'n verdere bydraetydperk van 13 weke verloop voordat die werknemer op verdere siektebystand geregtig is. Vir onderbroke siekteperke binne die maksimum bystand van 48 dae, moet 'n tydperk van ses dae tussen die einde van een siektetyd en die begin van die volgende siektetyd verloop voordat siektebystand ten opsigte daarvoor betaal kan word.

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

Vir die toepassing van hierdie klousule beteken—

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

- niet aan wangedrag of buitensporige gebruik van bedwelmende drank of middels te wyte is nie; en
- niet 'n ongeval, ongesteldheid of siekte is nie waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, betaalbaar is, en ongesteldheid van vroue wat in die kraam moet kom en wat nie vir 'n bevallingsstoelae kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, in aanmerking kom nie;

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

(7) 'n Werknemer wat bydraes 36 weke lank betaal het, is, na uitputting van die bystand wat ingevolge paragraaf (d) van subklousule (6) verkry kan word, geregtig op tuberkulosebetaling teen die skaal van minstens £1 per kalenderweek vir 'n ononderbroke tydperk van agt weke wat ingaan op die dag waarop die werknemer wat deur 'n geneesheer gesertifiseer is dat hy aan tuberkulose ly, sy werk staak op las van sodanige geneesheer, of vir sodanige korter tydperk as wat die geneesheer nodig ag dat die werknemer van sy werkplek wegby weens die opdoen van tuberkulose; met dien verstande dat—

- 'n werknemer wat op enige dag gedurende 'n kalenderweek vir bystand kwalifiseer, vir elke dag van die week waarin hy vir bystand kwalifiseer, een sewende van die weeklikse bystand betaal moet word;

- (b) an employee is deemed to qualify for benefits on the day following that upon which the last payment in terms of paragraph (d) of sub-clause (6) is payable;
- (c) the management committee may at its discretion authorise the payment of an amount in excess of £1 per week but not exceeding £2 per week, and in addition thereto may at its discretion, and after having satisfied itself on due investigation, that the cessation of the payment referred to in sub-clause (7) hereof would cause undue hardship to the employee concerned and/or his or her dependants authorise the payment of financial assistance in terms of this section for a period in excess of the period of eight weeks specified.
- (8) (a) Within four weeks of being employed in the Industry every employee shall be required to produce a medical certificate certifying that he is free from tuberculosis.
- (b) Every employee employed in the Industry in the Magisterial District of Port Elizabeth, may be required either by the employer or the Council to be X-Rayed at the Miniature X-Ray Plant at the North End Clinic, Port Elizabeth once annually; the cost of such examination to be borne by the Fund.
- (c) Every employee employed in the Industry in other areas may, with the prior approval of the Council, be required to be X-Rayed and the cost of such examination shall be borne by the Fund.
- (9) An auditor or auditors shall be appointed by the Council to audit the accounts of the Fund annually and not later than the 31st July, in each year, prepare a statement showing—
- (a) all moneys received—
- in terms of sub-clause (5) hereof;
  - from any other source; and
- (b) expenditure incurred under all headings during the twelve months ended 30th June, preceding, together with a statement showing the assets and liabilities of the Fund.
- The audited statements shall thereafter lie for inspection at the office of the Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria.
- (10) All payments payable or authorized in terms of this clause shall cease whenever the available funds fall below £200 and shall not recommence until the available funds are in excess of £200.
- (11) Should at any time a dispute as to the provisions of the constitution or of the administration of the fund arise in regard to which members of the said committee are equally divided, and no agreement is arrived at, such dispute shall be referred to the Council which shall deal with the matter in terms of its constitution.
- (12) In the event of expiry of this Agreement through effluxion of time or cessation through any other cause, the fund shall continue to be administered by the management committee until such fund shall be liquidated or until transferred to a fund duly constituted for the same purpose for which the original fund was created.
- (13) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the management committee shall continue to administer the fund and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided, however, that any vacancy occurring on the committee may be filled by the Minister from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives, and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees, to carry out the duties of the Committee and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the Committee or the trustees, as the case may be in the manner set forth in sub-clause (12) of this clause and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.
- (14) Upon liquidation of the fund in terms of sub-clause (12) of this clause the moneys remaining to the credit of the fund after the payment of all claims against the fund including administration and liquidation expenses, shall be paid into the funds of the Council.
- (15) All costs of administration and liquidation of the fund shall be a charge upon the fund.

## 22. WELFARE FUND.

(1) There is hereby established a fund known as the Clothing Industry Welfare Fund (hereinafter referred to as "the fund" in this clause), in which is incorporated the fund established in terms of clause 22 of the Agreement published in the Schedule to Government Notice No. 477, dated 28th March, 1958.

- (b) dit beskou word dat 'n werknemer vir bystand kwalifiseer op die dag wat volg op die een waarop die vorige betaling ingevolge paragraaf (d) van subklousule (6) betaalbaar is;
- (c) die bestuurskomitee na goeëdunke magtiging kan verleen vir die betaling van meer as £1 per week, maar hoogstens £2 per week, na goeëdunke, en nadat hy hom na behoorlike ondersoek oortuig het dat die staking van die betalings ingevolge subklousule (7) hiervan vir die betrokke werknemer en/of sy of haar afhanklikes buitensporige ontbering sal meebring, daarbenewens magtiging kan verleen om, kragtens die bepalinge van hierdie klousule, geldelike bystand te betaal vir 'n tydperk van langer as die bepaalde tydperk van agt weke.
- (8) (a) Binne vier weke na indiensneming in die Nywerheid, is elke werknemer verplig om 'n doktersertifikaat voor te lê wat getuig dat hy vry van tuberkulose is;
- (b) Van elke werknemer in die Nywerheid in die landdrosdistrikt Port Elizabeth, kan of deur die werkgewer of deur die Raad vereis word om eenkeer per jaar X-straalplaat te laat neem by die miniatuur-X-straaluitrusting aan die Noordeind-kliniek, Port Elizabeth. Die koste hieraan verbonde moet deur die Fonds gedra word.
- (c) Van elke werknemer in die Nywerheid in ander gebiede kan, met voorafgaande goedkeuring van die Raad, vereis word om X-straalplaat te laat neem, en die koste hieraan verbonde moet deur die Fonds gedra word.
- (9) 'n Ouditeur of ouditeurs moet deur die Raad aangestel word om die rekeninge van die Fonds jaarliks te ouditeer en voor of op 31 Julie van elke jaar 'n staat op te stel wat onderstaande aantoon—
- (a) alle geld wat ontvang is—
- ingevolge subklousule (5) hiervan;
  - uit alle ander bronne; en
- (b) uitgawes aangegaan onder alle hoofde gedurende die 12 maande geëindig die vorige 30ste Junie, saam met 'n staat van die bate en laste van die Fonds.
- Die geouditeerde state moet daarna ter insae lê op die kantoor van die Raad, en afskrifte daarvan moet aan die Sekretaris van Arbeid, Pretoria, gestuur word.
- (10) Alle betalings wat ingevolge hierdie artikel betaalbaar of gemagtig is, moet gestaak word as die beskikbare geld benede £200 daal en kan nie hervat word voordat die beskikbare geld weer bo £200 is nie.
- (11) As daar te eniger tyd 'n geskil ontstaan betreffende die bepalinge van die konstitusie of die administrasie van die Fonds ten opsigte waarvan daar in die genoemde komitee 'n staking van stemme is, en geen ooreenstemming bereik kan word nie, dan moet die geskil verwys word na die Raad, wat die saak ooreenkomstig sy konstitusie moet behandel.
- (12) Ingeval hierdie Ooreenkoms verval deur verloop van tyd of deur 'n ander oorsaak, moet die bestuurskomitee voortgaan om die Fonds te beheer totdat die Fonds uitgeput is; of totdat die Fonds oorgedra is na 'n fonds wat behoorlik gekonstitueer is vir dieselfde doel waarvoor die oorspronklike Fonds gestig was.
- (13) In geval die Raad ontbind of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, moet die bestuurskomitee voortgaan om die Fonds te beheer en die lede van die komitee soos dit bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, moet beskou word as lede daarvan vir sodanige doeleindes, met dien verstande eger, dat enige vakature wat op die komitee ontstaan, deur die Minister uit werkgewers of werknemers in die Nywerheid, na gelang van die geval, gevul mag word, sodat gelyke verteenwoordiging van werkgewers en werknemers en van plaasvervangers in die lidmaatskap van die komitee verseker kan word. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooiepunt daaruit ontstaan wat die beheer van die Fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, kan hy 'n kurator of kurators aanstel wat al die magte van die komitee vir dié doel sal hê, om die pligte van die komitee uit te voer. By verstryking van hierdie Ooreenkoms moet die Fonds op die wyse wat in subklousule (12) van hierdie klousule uiteengesit word, gelikwider word, en indien die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwider en sy bates uitgedeel is, moet die res van die Fonds uitgedeel word soos in artikel vier-en-dertig (4) van die Wet bepaal, asof dit deel uitgemaak het van die Raad se algemene fondse.
- (14) Wanneer die Fonds kragtens subklousule (12) van hierdie klousule gelikwider word, moet die geld wat in die krediet van die Fonds oorbly nadat alle vorderings teen die Fonds, met inbegrip van beheer- en likwidasielaste, betaal is, in die Raad se fondse inbetaal word.
- (15) Alle administrasie- en likwidasielaste van die Fonds kom ten laste van die Fonds.

## 22. BYSTANDFONDS.

(1) Hierby word daar 'n fonds gestig bekend as die Bystandfonds van die Klerasiennywerheid (hieronder in hierdie klousule die „Fonds” genoem) waarby die Fonds, ingestel kragtens klousule 22 van die Ooreenkoms gepubliseer in die Bylae van Goewermenskennisgewing No. 447 van 28 Maart 1958, ingelyf is.

(2) The object of the fund shall be the provision of financial benefits to employees who lose earnings as a result of being on short-time in terms of clause 6 of this Agreement.

(3) The fund shall be under the control of a management committee consisting of three representatives of the employers and three representatives of the employees appointed by the Council from amongst its members. An alternate may be appointed in respect of each representative.

(4) The management committee shall be empowered to make, amend and alter rules governing the administration of the fund, the rate at which benefits shall be paid and the conditions under which benefits shall be paid. Copies of the rules and any amendments shall be lodged with the Secretary for Labour.

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

Group 1.—Employees in receipt of an inclusive wage not exceeding £2. 15s. 7d. per week, 3d. per week.

Group 2.—Employees in receipt of an inclusive wage of more than £2. 15s. 7d. per week, but not exceeding £5. 16s. 3d. per week, 6d. per week.

Group 3.—Employees in receipt of an inclusive wage of more than £5. 16s. 3d. per week, 9d. per week;

and shall forward the aggregate of the amount so calculated to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, not later than the seventh day of the month following that to which it refers, together with a statement in such form as the management committee may from time to time prescribe.

(b) Notwithstanding the provisions of paragraph (a) of this sub-clause, the contributions to the fund shall be suspended in the event of the reserves of the fund exceeding £4,000, provided that in the event of the reserves falling below £2,000, the contributions shall be resumed, and every employer shall be given seven days' notice in writing of the date from which such contributions are to be resumed.

(6) All moneys paid into the fund shall be deposited in a special account to be opened in the name of the fund at a bank and/or institution approved by the Council. All payments from the fund shall be by cheque on the fund's account and such cheques shall be signed by two persons duly authorised thereto by the management committee.

(7) Any moneys regarded by the management committee as being surplus to its requirements may be placed on deposit with a bank or registered building society provided that sufficient money is kept in such liquid form as will enable the committee to meet its liabilities immediately it is called upon to do so.

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

(a) all moneys received—

(i) in terms of sub-clause (5) (a) hereof;

(ii) from any other source; and

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

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

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

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

(11) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the management committee shall continue to administer the fund and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided, however, that any vacancy occurring on the committee may be filled by the Minister from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives, and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees, to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the committee or the trustees, as the case may be, in the manner set forth in sub-clause (10) of this clause and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(2) Die doel van die Fonds is om geldelike bystand te verleen aan werknemers wat verdienste verloor as gevolg van korttyd gewerk ingevolge klousule 6 van hierdie Ooreenkoms.

(3) Die Fonds staan onder beheer van 'n bestuurskomitee bestaande uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers wat deur die Raad uit sy eie geledere benoem word. 'n Plaasvervanger kan vir elke verteenwoordiger benoem word.

(4) Die bestuurskomitee het die bevoegdheid om reëls, wat die administrasie van die Fonds beheer, op te stel en te wysig. Eksemplare van die reëls en enige wysigings moet by die Sekretaris van Arbeid ingedien word.

(5) (a) Van die loon van elke werknemer moet die werkgewer elke week 'n bedrag ooreenkomstig die volgende tabel aftrek en 'n bedrag ten opsigte van elke werknemer ooreenkomstig die tabel byvoeg:—

Groep 1.—Werknemers wat 'n insluitende loon van hoogstens £2. 15s. 7d. per week ontvang, 3d. per week.

Groep 2.—Werknemers wat 'n insluitende loon van meer as £2. 15s. 7d. maar hoogstens £5. 16s. 3d. per week ontvang, 6d. per week.

Groep 3.—Werknemers wat 'n insluitende loon van meer as £5. 16s. 3d. per week ontvang, 9d. per week.

en moet die totale bedrag aldus bereken, op of voor die 7de dag van die maand waarop dit betrekking het, aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, stuur, tesame met 'n staat in sodanige vorm as wat die bestuurskomitee van tyd tot tyd kan voorskryf.

(b) Ondanks die bepalinge van paragraaf (a) van hierdie subklousule, moet die bydraes tot die Fonds gestaak word ingeval die reserwes van die Fonds £4,000 oorskry, met dien verstande dat ingeval die reserwes tot minder as £2,000 daal, die bydraes hervat moet word, en elke werkgewer sewe dae skriftelike kennisgewing moet kry van die datum waarop sodanige bydraes hervat moet word.

(6) Alle geld wat in die Fonds inbetaal word, moet in 'n spesiale rekening gestort word wat op die naam van die Fonds by 'n bank en/of inrigting, deur die Raad goedgekeur, geopen word. Alle uitbetalings uit die Fonds moet per tjek op die Fonds se rekening betaal word en sodanige tjeks moet gereken word deur twee persone wat behoorlik daartoe deur die bestuurskomitee gemagtig is.

(7) Alle geld wat deur die bestuurskomitee beskou word as meer as wat hy nodig het, kan op deposito by 'n bank of geregistreerde bouvereniging geplaas word; met dien verstande dat genoeg geld in sodanige likwiede vorm gehou word as wat die komitee in staat sal stel om sy verpligtinge na te kom sodra dit van hom vereis word.

(8) 'n Ouditeur of ouditeurs moet deur die Raad aangestel word om die rekeninge van die Fonds jaarliks te ouditeer en voor of op 31 Julie van elke jaar 'n staat op te stel wat onderstaande aantoon:—

(a) Alle geld wat ontvang is—

(i) ingevolge subklousule (5) (a) hiervan;

(ii) uit ander bronne; en

(b) alle uitgawes aangegaan onder alle hoofde gedurende die 12 maande geëindig die vorige 30ste Junie, saam met 'n staat van die bate en laste van die Fonds.

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

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

(10) Ingeval hierdie Ooreenkoms verval deur verloop van tyd, of deur ander oorsake, moet die bestuurskomitee voortgaan om die Fonds te beheer totdat die Fonds uitgeput is, of totdat die Fonds oorgedra is na 'n fonds wat behoorlik gekonstitueer is vir dieselfde doel waarvoor die oorspronklike Fonds gestig was.

(11) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, moet die bestuurskomitee voortgaan om die Fonds te beheer en die lede van die komitee soos dit bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, moet beskou word as lede daarvan vir sodanige doeleindes; met dien verstande egter, dat enige vakature wat op die komitee ontstaan deur die Minister uit werkgewers of werknemers in die nywerheid, na gelang van die geval, gevul mag word, sodat gelyke verteenwoordiging van werkgewers en werknemers en van plaasvervangers in die lidmaatskap van die komitee verseker kan word. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooiepunt daaruit ontstaan wat die beheer van die Fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, kan hy 'n kurator of kurators aanstel wat al die magte van die komitee vir dié doel sal hê, om die pligte van die komitee uit te voer. By verstryking van hierdie Ooreenkoms moet die Fonds op die wyse wat in subklousule (10) van hierdie klousule uiteengesit word, gelikwied word en indien die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwied en sy bate uitgedeel is, moet die res van die Fonds uitgedeel word soos in artikel vier-en-dertig (4) van die Wet bepaal, asof dit deel uitgemaak het van die Raad se algemene fondse.

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

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

### 23. EXHIBITION OF AGREEMENT.

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

### 24. ORGANIZATION OF EMPLOYEES.

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

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

### 25. TRADE UNION AND EMPLOYERS' ORGANIZATION MEMBERSHIP.

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

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

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

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

### 26. AGENTS.

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

### 27. EMPLOYMENT OF JUVENILES.

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

### 28. INSURANCE OF WAGES IN CASE OF FIRE.

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

Signed at Port Elizabeth on behalf of the Parties this 20th day of April, 1959.

H. S. ABRAMOWITZ,  
Chairman of the Council.  
C. M. S. GELVAN,  
Vice-Chairman of the Council.  
A. S. YOUNG,  
Secretary of the Council.

(12) Wanneer die Fonds kragtens subklousule (10) van hierdie klousule gelikwedeer word, moet die gelde wat in die krediet van die Fonds oorbly nadat alle vorderings teen die Fonds, met inbegrip van die beheer- en likwidasiëkoste, betaal is, in die Raad se fondse inbetaal word.

(13) Alle administrasie- en likwidasiëkoste van die Fonds kom ten laste van die Fonds.

### 23. VERTONING VAN OOREENKOMS.

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

### 24. ORGANISASIE VAN WERKNEMERS.

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

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

### 25. LIDMAATSKAP VAN VAKVERENIGING EN WERKGEWERSORGANISASIE.

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

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

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

Voorts met dien verstande dat dit nie van toepassing is op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika nie; met dien verstande dat indien 'n immigrant te eniger tyd na die eerste drie maande dat hy met sy diens in die Nywerheid begin het 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word van die hand gewys het, die bepalings van hierdie artikel onmiddellik van krag word.

### 26. AGENTE.

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

### 27. INDIENSNEEMING VAN JEUGDIGES.

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

### 28. VERSEKERING VAN LONE IN GEVAL VAN BRAND.

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

Namens die partye op hede die 20ste dag van April 1959 in Port Elizabeth onderteken.

H. S. ABRAMOWITZ,  
Voorsitter van die Raad.  
C. M. S. GELVAN,  
Ondervoorsitter van die Raad.  
A. S. YOUNG,  
Sekretaris van die Raad.

No. 988.]

[26 June 1959.

**FACTORIES, MACHINERY AND BUILDING  
WORK ACT, 1941.**

**CLOTHING INDUSTRY, EASTERN PROVINCE.**

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Clothing Industry, Eastern Province, published under Government Notice No. 987 of 26th June, 1959, 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.

No. 988.]

[26 Junie 1959.

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941.**

**KLERASIENYWERHEID, OOSTELIKE PROVINSIE.**

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, Oostelike Provinsie, gepubliseer by Goewermentskennisgewing No. 987 van 26 Junie 1959 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.



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