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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1015.]

[8 Julie 1960.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

KLERASIENYWERHEID, NATAL.

Namens die Minister van Arbeid verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf 22 Julie 1960 en vir die tydperk wat drie jaar vanaf genoemde datum 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 3 tot en met 18 en 22 tot 27 van genoemde Ooreenkoms, vanaf 22 Julie 1960 en vir die tydperk wat drie jaar vanaf genoemde datum eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Lower Tugela; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 7 (5) (h), 7 (5) (j) tot en met 18, 22, 23 en 25 tot en met 27 van genoemde Ooreenkoms, vanaf 22 Julie 1960 en vir die tydperk wat drie jaar vanaf genoemde datum eindig, in die landdrostdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Lower Tugela *mutatis mutandis* bindend is vir alle Naturelle wat in genoemde Nywerheid in diens is by dié werkgewers vir wie engeen van genoemde bepalings bindend is ten opsigte van werknemers en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1015.]

[8 July 1960.

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

CLOTHING INDUSTRY, NATAL.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding from the 22nd July, 1960, and for the period ending three years from the said date 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 3 to 18 (inclusive) and 22 to 27 (inclusive) of the said Agreement shall be binding from the 22nd July, 1960, and for the period ending three years from the said date, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the magisterial districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela; 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 Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela and from the 22nd July, 1960, and for the period ending three years from the said date, the provisions contained in clauses 3 to 7 (5) (h) (inclusive), 7 (5) (j) to 18 (inclusive), 22, 23 and 25 to 27 (inclusive) 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.

M. VILJOEN,
Deputy-Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, aangegaan deur en tussen die

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Natal).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte Durban, Pinetown, Inanda, Pietermaritzburg en Onder-Tugela nagekom word deur alle werkgewers wat lid van die werkgewersorganisasie is en wat die Klerasienywerheid uitoefen en deur alle werknemers wat lid van die vakvereniging is en in daardie nywerheid in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat deur die Minister van Arbeid ingevolge die bepalings van artikel agt-en-veertig van die Wet bepaal word en bly vir drie jaar of vir sodanige tydperk as wat hy bepaal van krag.

3. WOORDOMSKEYWINGS.

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

- „Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig;
- „assistent-stoorman” 'n werknemer uitgesonderd 'n arbeider wat onder toesig van 'n stoorman help om goedere uit te reik of te ontvang;
- „hoedeperser wat met outomatiese hidrouliese hoedeperser werk” 'n werknemer wat 'n outomatiese hidrouliese hoedepersers gebruik wat uitsluitend vir die fatsoeneer van hoede bedoel is;
- „dryfbandhersteller” 'n werknemer uitgesonderd 'n leerling-werktuigkundige wat dryfbande van masjiene heelmaak, laers olie, oliekanne vul en soortgelyke werk doen en die werktuigkundige van die inrigting bystaan;
- „spoelopdraaier” 'n werknemer wat gare uitreik en/of spoel met 'n spoelopdraaier vol gare draai;
- „keteloppasser” 'n werknemer wat onder toesig van 'n voorman of fabrieksbestuurder verantwoordelik is om die waterstand en stoomdruk van 'n stoomketel in 'n inrigting in stand te hou en wat die vuur in die ketel kan stook, hark, opbreek en trek;
- „kartondoosmaker” 'n werknemer wat 'n kartondoosvervaardigingsmasjiene bedien;
- „afknipper” 'n werknemer wat los draadjies gare wat deur vorige werkers aan die kledingstukke gelaat word, afknip of afwerk;
- „klerasienywerheid” of „nywerheid” sonder om die gewone betekenis van die uitdrukking op enige wyse te beperk, die nywerheid waarin werkgewers en werknemers geassosieer is vir die vervaardiging van alle soorte tweed- en linnehoede, pette, dameshoede, dassie, gordels, kruisbande, kousophouers, buustelyfies, korsette en alle soorte bo- en onderklere, met inbegrip van gebreide kledingstukke, hemde, boordjies, slaappakke en ander nag- en onderklere, en alle werksaamhede wat daarmee saamgaan en daaruit volg wat deur sodanige werkgewers en enige van hulle werknemers uitgevoer word, maar dit sluit nie modemakery of hoedemakery vir die kleinhandel of die vervaardiging van snyersboklere volgens die mate van individuele persone in nie, maar sluit die vervaardiging van snyersboklere in vir die uitvoering van bestellings van handelaars op spesiale mate van hulle klante wie se mate deur of op verantwoordelikheid van die handelaars geneem is, en die vervaardiging van alle klasse kledingstukke, met inbegrip van snyersklere wat in hoeveelhede gemaak word volgens die bestelling van enige Staatsdepartement, Provinsiale Administrasie, die S.A.S. en H. en Lugdiens, of plaaslike besture;
- „baadjieomkeerder” 'n werknemer wat baadjiebelegsels omkeer nadat dit met die masjiene gewerk is;
- „Raad” die Nywerheidsraad vir die Klerasienywerheid (Natal), wat ingevolge die bepalings van die Nijverheid Verzoenings Wet, 1924, geregistreer is, en wat beskou word dat dit ingevolge artikel negentien van die Wet geregistreer is;
- „snyer, eerstegraads,” 'n werknemer wat in beheer is van 'n snyafdeling van 'n inrigting wat patrone ontwerp of dit met krypt op die materiaal afmerk (met uitsondering van dameshoede);

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL).

AGREEMENT

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

Natal Clothing Manufacturers' Association

(hereinafter called “the employers” or “the employers' organization”), on the one part, and the

Garment Workers' Industrial Union (Natal)

(hereinafter called “the employees” or “trade union”), of the other part, being the parties to the Industrial Council for the Clothing Industry (Natal).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Durban, Pinetown, Inanda, Pietermaritzburg and Lower Tugela by all employers who are members of the employers' organization and are engaged in the Clothing Industry and by all employees who are members of the trade union and are employed in that industry, and for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour, in terms of section forty-eight of the Act, and shall remain in force for three years 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. Any reference to an Act includes any amendments 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, as amended;
- “assistant storeman” means an employee other than a labourer, who, under the supervision of a storeman, assists in issuing or receiving goods;
- “automatic hydraulic hat presser” means an employee using an automatic hydraulic hat press used solely for shaping hats;
- “belt boy” means an employee other than a learner mechanic, who is engaged in fixing machine belts, oiling bearings, filling oil cans and similar work and assisting the establishment's mechanic;
- “bobbin winder” means an employee engaged in issuing cottons and/or winding bobbins with a bobbin winder;
- “boiler attendant” means an employee who, under the supervision of a foreman or factory manager, is responsible for maintaining the water level and steam pressure of a boiler in an establishment, and who may stoke, rake, slice and draw the fire in such boiler;
- “cardboard box maker” means an employee engaged in operating a cardboard box making machine;
- “cleaner” means an employee engaged in cutting or trimming off loose ends of cotton left on the garments by previous operators;
- “Clothing Industry” or “Industry”, without in any way limiting the ordinary meaning of the expression, means the Industry in which employers and employees are associated for the making of all classes of tweed and linen hats, caps, millinery, ties, belts, braces, suspenders, brassieres, corsetry, and all classes of outer and under garments, including knitted garments, shirts, collars, pyjamas and other night wear and underclothing, and all operations incidental thereto and consequent thereon carried on by such employers and any of their employees, but does not include retail dress-making, retail millinery or the making of tailored outer garments to the measurement of individual persons, but includes the making of tailored outer garments for the execution of special measure orders from dealers whose customers' measurements are taken by or on the responsibility of such dealers, and the making of all classes of garments, including quantity production tailoring made to the order of any Department of State, Provincial Administration, the S.A.R. & H. and Airways, or local authorities;
- “coat-turner” means an employee engaged on turning coat facings out after machining;
- “Council” means the Industrial Council for the Clothing Industry (Natal), registered in terms of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of section nineteen of the Act;
- “cutter, first grade,” means an employee in charge of a cutting department of an establishment who is engaged on drafting patterns or chalking of patterns on to the cloth (excluding millinery);
- “cutter, second grade,” means an employee other than a “cutter, first grade,” who is employed in cutting out garments (excluding millinery);

„snyer, tweedegraads,” ’n werknemer uitgesonderd ’n „snyer, eerste graads”, wat kledingstukke uitsny (met uitsondering van dameshoeft);

„vervoerder” of „vervoerband” ’n spesiale masjien wat gebruik word om voorwerpe of hemde en/of kledingstukke op ’n outomaties bewegende band van die een werknemer na die ander te vervoer;

„handelaar” ’n persoon in besit van ’n lisensie ingevolge item 11 van die Tweede Bijlage van die Licenties Konsolidatie Wet, 1925;

„versendingsverpakker” ’n werknemer wat onder toesig van ’n voorman, voorvrou of klerklike werknemer uitsluitlik of hoofsaaklik bestellings opmaak en goedere inpak vir vervoer of aflewering in of in verband met die versendingsafdeling van ’n inrigting;

„distrik 1” die landdrosdistrikte Durban, Pinetown en Inanda;

„distrik 2” die landdrosdistrikte Pietermaritzburg en Onder-Tugela;

„verdiens” die totale besoldiging uitgesonderd die lewenskostetoelae, wat aan ’n werknemer toekom vir die tyd wat werklik gewerk is;

„inrigting” ’n plek waarin werk in verband met die klerasienywerheid verrig word;

„ondervinding” die totale dienstydperk van ’n werknemer in die kleremakery-op-maat- en/of in die klerasienywerheid hetsy binne die Unie van Suid-Afrika of elders, in enige hoedanigheid, uitgesonderd as arbeider, dryfbandhersteller, keteloppasser, versendingsverpakker, assistent-stoomman, handelsreisiger se bestuurder, kartondoosmaker, motorvoertuigbestuurder of ’n werktuigkundige, en sluit die volgende in:—

- In die geval van ’n klerklike werknemer, alle tydperke diens wat sodanige werknemer gehad het as ’n klerklike werknemer, ongeag die bedryf, nywerheid of onderneming waarin hierdie ondervinding opgedoen is.
- In die geval van ’n modemaker in die kleinhandel of in ’n private hoedanigheid, wat werk soek in die klerasienywerheid in ’n hoedanigheid uitgesonderd dié van ’n klerk, handelsreisiger, arbeider, werktuigkundige, dryfbandhersteller, keteloppasser of motorvoertuigbestuurder, die helfte van sy totale ondervinding as ’n modemaker in die kleinhandel of in ’n private hoedanigheid.
- In die geval van ’n perser, stryker en/of opvouer wat in die wasserybedryf was, wat in die klerasienywerheid werk soek as ’n perser, stryker en/of opvouer in die klerasienywerheid, die helfte van sy totale ondervinding in die wasserybedryf.
- In die geval van alle ander werknemers, opleiding wat voor of na die datum waarop hierdie Ooreenkoms in werking tree, in enige werk wat soortgelyk is aan dié waarvoor lone in hierdie Ooreenkoms voorgeskryf is in ’n ambagskool of soortgelyke inrigting ontvang is.

„opvouer” ’n werknemer wat kledingstukke opvou;

„voorman” ’n werknemer wat die verantwoordelikheid dra vir die juiste en doeltreffende uitvoering van die werk wat in ’n fabriek of ’n afdeling van ’n fabriek aan sy sorg toevertrou is;

„hoedespuiterverwer” ’n werknemer wat hoede met spuitverf behandel;

„uurloon” in die geval van—

- ’n werknemer wat uitsluitlik of hoofsaaklik goedere versend, aflewer of ontvang, voertuigbestuurders, arbeiders, werktuigkundiges en werknemers wat uitsluitlik of hoofsaaklik toesig hou oor die werk van hierdie werknemers, kantoorwerkers en gesalarieerde werknemers in ’n bestuurshoedanigheid, die weekloon gedeel deur 45; en
- alle ander werknemers, die weekloon gedeel deur 42½;

„arbeider” ’n werknemer wat een of meer van onderstaande werksaamhede verrig—

- persele, voertuie, diere of masjinerie skoonmaak;
- goedere laai of aflaai;
- goedere dra of stapel;
- kartonne toemaak, pakkiste toespyker of bale toewerk, of onder toesig van ’n versendingsverpakker of klerklike werknemer goedere in pakkies opmaak;
- briewe, boodskappe of goedere te voet of met ’n voet-of handaangedrewe voertuig aflewer;
- vure maak of aan die brand hou, of vullis of as verwyder;
- tee maak en/of bedien;
- persele bewaak (nagwag);
- dierevoertuie bestuur;
- rubberoplossing vir rubberbehandelde kledingstukke aanmaak;

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

„leerling” ’n werknemer wat nie geregtig is op die loon vir gekwalifiseerdes wat in klousule 4 (1) voorgeskryf word vir ’n werknemer van sy klas nie, weens die tydperk of tydperke van sy diens;

„gebreide kledingstukke” die vervaardiging van gebreide kledingstukke, of die vervaardiging van kledingstukke van gebreide materiaal;

„afmerker” ’n werknemer wat die plekke van sakke, knope en/of knoopsgate afmerk;

„werktuigkundige” ’n werknemer wat stoomketels installeer, heelmaak en onderhou;

„conveyor” or „conveyor belt” means a special machine used for the purpose of conveying articles, or shirts and/or clothing from one employee to another on an automatic moving belt;

„dealer” means a person holding a licence under item 11 or the second Schedule of the Licences Consolidation Act, 1925;

„despatch packer” means an employee who, under the supervision of a foreman, forewoman or clerical employee, is wholly or mainly engaged in making up orders and in packing goods for transport or delivery in or in connection with the despatch department of an establishment;

„District 1” means the Magisterial Districts of Durban, Pinetown, and Inanda;

„District 2” means the Magisterial Districts of Pietermaritzburg and Lower Tugela;

„Earnings” means the total remuneration excluding cost of living allowance, due to an employee for the time actually worked;

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

„experience” means the total period of employment an employee has had in the Bespoke Tailoring and/or the Clothing Industry, whether within the Union of South Africa or elsewhere, in any capacity other than as a labourer, belt boy, boiler attendant, despatch packer, assistant storeman, traveller’s driver, cardboard box maker, driver of a motor vehicle, or a mechanic, and should include:—

- In the case of a clerical employee, all periods of employment which such employee has had as a clerical employee irrespective of the trade, industry or undertaking in which such experience was gained.
- In the case of a retail or private dressmaker seeking employment in the Clothing Industry in a capacity other than that of a clerk, traveller, labourer, mechanic, belt boy, boiler attendant or driver of a vehicle, one-half of his total experience as a retail or private dressmaker.
- In the case of a presser, ironer, and/or folder who has been in the Laundry Trade, seeking employment as a presser, ironer and/or folder in the Clothing Industry, one-half of his total experience in the Laundry Trade.
- In the case of all other employees training in any work similar to that for which wages are prescribed in this Agreement, obtained in a trade school, or similar institution, before or subsequent to the date of commencement of this Agreement.

„folder” means an employee engaged on folding garments;

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

„hatsprayer” means an employee engaged on spray painting hats;

„hourly wage” means in the case of—

- an employee wholly or mainly engaged in the despatch, delivery or receipt goods, drivers of vehicles, labourers, mechanics and employees wholly or mainly engaged in supervising the work of such employees, office employees and salaried employees engaged in a managerial capacity, the weekly wage divided by 45; and
 - all other employees, the weekly wage divided by 42½;
- „labourer” means an employee who is engaged in one or more of the following occupations:—

- Cleaning premises, vehicles, animals or machinery;
- loading or unloading goods;
- carrying or stacking goods;
- closing cartons, nailing up packing cases or sewing up bales or, under the supervision of a despatch packer or clerical employee, parcelling goods;
- delivering letters, messages or goods on foot or by means of a foot or hand-propelled vehicle;
- making or maintaining fires, or removing refuse or ashes;
- preparing and/or serving tea;
- guarding premises (night watchman);
- driving animal-drawn vehicles;
- mixing rubber solution for rubberized garments;

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

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

„knitted garments” means the making of knitted garments, or the making of garments from knitted materials;

„marker” means an employee engaged in marking the position of pockets, buttons and/or button-holes;

„mechanic” means an employee engaged on installation, repair and maintenance of boilers and machinery;

- „militêre opleiding” ononderbroke opleiding wat ’n werknemer ingevolge artikel *een-en-twintig* (1) gelees tesame met subartikels (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, moet meemaak, maar uitgesonderd opleiding wat hy moontlik ingevolge artikel *drie-en-twintig* van die Wet verkies om mee te maak of enige ander opleiding of diens waarvoor hy hom vrywillig aanmeld of wat hy verkies om mee te maak;
- „maandloon” die weekloon vermenigvuldig met vier en een-derde;
- „motorvoertuigbestuurder” of „bestuurder van ’n motorvoertuig” ’n werknemer wat ’n motorvoertuig bestuur en vir die doel van hierdie woordomskriving word dit beskou dat by „’n motorvoertuig bestuur” inbegrepe is alle tydperke wat daar bestuur word en enige tyd wat die bestuurder aan die voertuig of die vrag bestee en alle tydperke wat hy verplig word om aan diens te bly gereed om te bestuur;
- „nagskof” enige tydperk van werk wat in ’n inrigting deurgebring word, waarin die grootste gedeelte tussen die ure 6 nm. en 6 vm. verrig word;
- „kantoorwerker” ’n werknemer wat uitsluitlik of hoofsaaklik in ’n inrigting as ’n tikster, boekhouer, bestellingnemer of faktuur-, korrespondensie-, loon-, algemene of versendingsklerk werk;
- „kantoorwerker, manlik, gekwalifiseer,” ’n manlike kantoorwerker met minstens ses jaar ondervinding;
- „kantoorwerker, manlik, ongekwalifiseer,” ’n manlike kantoorwerker met minder as ses jaar ondervinding;
- „kantoorwerker, vroulik, gekwalifiseer,” ’n vroulike kantoorwerker met minstens vier jaar ondervinding;
- „kantoorwerker, vroulik, ongekwalifiseer,” ’n vroulike kantoorwerker met minder as vier jaar ondervinding;
- „verpakker” ’n werknemer wat kledingstukke in dose of ander geskikte omhulsels of in bondels verpak voordat hulle na die versendingsafdeling deurgestuurd word;
- „patent-omvouer” ’n werknemer wat die rande van krae, belegsels, bande, mansjette, sakke en/of klappe met die hand of ’n masjien omkeer of omvou;
- „stukwerk” enige stelsel waarvolgens verdienste bereken word volgens die hoeveelheid of omvang van werk wat verrig is;
- „vasspelder” ’n werknemer wat uitsluitlik hemde of ander kledingstukke vasspeld;
- „gewone naaldwerker” ’n werknemer wat uitsluitlik een of meer van die volgende werksaamhede met die hand verrig:—

- Permanente omslae vasryg; lyfbandvoerings vasryg; hakies en ogies, klerekaartjies en/of drukknoopies vaswerk; die hakie in broekbande vasheg; knope aanwerk; hanglissies maak en aanwerk; kruisvoerings in broeke platnaai; voerings van pypente en broekbande en allerlei stukkie naaldwerk platnaai; nekstukke van onderbaadjies platnaai; randverstewigers en allerlei stukkie naaldwerk vaswerk; onderkante of nate van voerings wat reeds in posisie aanmekeer geryg is, platnaai, omboorsels platnaai, belegsels wat binne alreeds in posisie vasgeryg is, vasheg;
- „premie” sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, vergoeding van watter aard ook al wat in ruil vir die opleiding van ’n werknemer gegee word;
- „perser” ’n werknemer wat die afgewerkte kledingstuk met die hand of met ’n masjien pers;
- „gekwalifiseerde werknemer” met betrekking tot ’n werknemer in die nywerheid, ’n werknemer uitgesonderd ’n leerling, arbeider, ’n motorvoertuigbestuurder, dryfbandhersteller, keteloppasser, versendingsverpakker, assistent-stoorman, handelsreisiger se bestuurder en kartondoosmaker;
- „skale” stukwerkskale of skale vir die betaling van oortydwerk;
- „modemakery in die kleinhandel” die vervaardiging van ’n enkele kledingstuk vir meisies en vrouens volgens die mate van die afsonderlike persone, nie die uitvoering van bestellings volgens spesiale mate van handelaars se klante waar die mate deur of op verantwoordelikheid van die handelaars geneem is nie;
- „hoedmakery in die kleinhandel” die vervaardiging van hoede in winkels, wat in die winkels te koop is, en die maak van hoede volgens die mate van individuele persone;
- „fatsoeneerder” ’n manlike of vroulike werknemer wat baadjielapelle en -kroe fatsoeneer voordat hulle onder vasgeryg word;
- „korttyd” die werktijd wat tot minder as die gewone getal werkure van die inrigting ingekort word, as hierdie verminderende veroorsaak word deur slapte in die werk of ’n noodtoestand in die nywerheid;
- „nekuitsnyer” ’n werknemer wat in die hemp-afdeling die fatsoen van nekke afmerk of reg sny voordat die ander werk kan voortgaan;
- „sorteerder” ’n werknemer wat kledingstukke of dele van kledingstukke vir die verskillende werksaamhede uitsorteer;
- „stempelaar” ’n werknemer wat die groottes of identiteitswerknommers op kledingstukke of dele van kledingstukke stempel;
- „taakwerk” ’n bepaalde aantal kledingstukke of dele van kledingstukke wat ’n werknemer in opdrag van sy werkgever of dié se verteenwoordiger binne ’n vasgestelde tyd moet klaarmaak;
- „handelsreisiger” ’n werknemer wat as die reisende verteenwoordiger van ’n inrigting namens die inrigting uitsluitlik of hoofsaaklik in diens is om bestellings van behoorlik gelisensieerde handelaars te werf, te vra of te versoek vir die verkoop en/of verskaffing van goedere aan hulle vir herverkoop;

„military training” means continuous training which an employee is required to undergo in terms of section *twenty-one* (1) read with sub-sections (1) and (2) of section *twenty-two* of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section *twenty-three* of the said Act, nor any other training or service for which he volunteers or which he elects to undergo;

„monthly wage” means the weekly wage multiplied by four and one-third;

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

„night shift” means any period of work performed in an establishment, the major portion of which falls between the hours of 6 p.m. and 6 a.m.;

„office employee” means an employee wholly or mainly employed in an establishment as a typist, bookkeeper, salesman, or invoice, correspondence, wage, general or despatch clerk;

„office employee, male, qualified,” means a male office employee who has had not less than six years’ experience;

„office employee, male, unqualified,” means a male office employee who has had less than six years’ experience;

„office employee, female, qualified,” means a female office employee who has had not less than four years’ experience;

„office employee, female, unqualified,” means a female office employee who has had less than four years’ experience;

„packer” means an employee engaged in packing garments into boxes or other suitable wrappings or tying them into bundles prior to their being sent to the despatch department;

„patent turner” means an employee engaged on turning out or over the edges of collars, facings, bands, cuffs, pockets and/or flaps whether by hand or machine;

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

„pinner” means an employee engaged solely in pinning shirts or other garments;

„plain sewer” means an employee engaged solely in performing by hand one or more of the following operations:—

Tacking permanent turn-ups; tacking waistband linings; sewing on hooks and eyes, tickets and/or press studs; fastening catch in tops of trousers; sewing on buttons; making and sewing on hangers; felling crutch linings in trousers, felling bottoms and waist-band linings, and various odds and ends of sewing; felling necks of vests; fastening edge stays and odds and ends of sewing; felling bottoms of linings or seams of same already basted into position, felling binding, fastening facings inside already basted in position;

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

„presser” means an employee employed in pressing the finished garment by hand or machine;

„qualified employee” means in relation to an employee in the Industry, an employee other than a learner, labourer, driver of motor vehicle, belt boy, boiler attendant, despatch packer, assistant storeman, traveller’s driver and a cardboard box maker;

„rates” means piece work rates or rates of payment for overtime;

„retail dressmaking” means the making of single garments for girls and women to the measurement of individual persons, not as special measure orders from dealers whose customers’ measurements are taken by or on the responsibility of such dealers;

„retail millinery” means the making of hats in shops for sale in such shops and the making of hats to the measurements of individual persons;

„shaper” means a male or female employee engaged in shaping the lapels and collars of coats preparatory to under-basting;

„short-time” means working time that is reduced below the usual number of working hours in the establishment when such reduction is due to slackness of work or the exigencies of the Industry;

„sloper” means an employee engaged on marking or trimming the shape of the necks in the shirt section, preparatory to other operations;

„sorter” means an employee engaged in sorting out garments or parts of garments for the various operations;

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

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

„traveller” means an employee who, as the travelling representative of an establishment, on behalf of such establishment is wholly or mainly engaged in inviting, canvassing or soliciting orders from duly licensed traders for the sale and/or supply to them of goods for resale;

„handelsreisiger se bestuurder” ’n werknemer wat die handelsreisiger op sy reis vergesel en hom help om te bestuur en monsters in en uit te pak en uit te stal;
 „handelsreisiger, gekwalifiseer,” ’n handelsreisiger met minstens vier jaar ondervinding;
 „handelsreisiger, ongekwalifiseer,” ’n handelsreisiger met minder as vier jaar ondervinding;
 „afwerker” ’n werknemer wat voerings en tussenvoerings afwerk en/of sny;
 „onderperser” ’n werknemer behalwe ’n perser wat perswerk verrig;
 „onbelaste gewig” die gewig van ’n motorvoertuig en/of sleepwa soos uitgedruk in ’n lisensie of sertifikaat wat ten opsigte van dié motorvoertuig of sleepwa deur ’n lisensie-owerheid uitgereik is; met dien verstande dat in die geval van ’n twee- of driewielmotorvoertuig (uitgesonderd ’n voorhaker) dit beskou word dat die onbelaste gewig onder 1,000 lb. is;
 „loon” daardie gedeelte van die besoldiging wat in kontant aan ’n werknemer betaal moet word ten opsigte van die gewone werkure soos in klousule 8 (1) voorgeskryf. By die klassifisering van ’n werknemer vir die toepassing van hierdie Ooreenkoms, moet dit beskou word dat hy tot daardie klas hoort waarin hy uitsluitlik of hoofsaaklik werkzaam is;
 „werkwinkel” persele waarin een of meer werknemers werk-saamhede in die klerasienywerheid verrig.

4. LONE.

(1) Behoudens die ander bepalings van hierdie Ooreenkoms, mag geen werkgewer lone betaal en mag geen werknemer lone aanneem wat minder as die volgende voorgeskrewe minimum lone is nie:—

(i) Manlike werknemers, met inbegrip van stoomman, uitgesonderd dié wat deur paragrawe (iii), (iv), (v), (vi), (vii) en (viii) gedek word, en vroulike werknemers wat mans- of seunjasse of oorjasse (behalwe stof- of wasbare jasse) maak, wat met die hand fatsoeneer, vasryg en vaswerk:—

	Distrik 1.			Distrik 2.		
	Weekliks.			Weekliks.		
	£	s.	d.	£	s.	d.
(a) Gekwalifiseer.....	4	0	0	3	12	6
(b) Leerlinge:—						
Eerste ses maande ondervinding....	1	5	0	1	2	6
Tweede ses maande ondervinding....	1	10	0	1	7	6
Derde ses maande ondervinding....	1	15	0	1	12	6
Vierde ses maande ondervinding....	2	0	0	1	17	6
Vyfde ses maande ondervinding....	2	5	0	2	2	6
Sesde ses maande ondervinding....	2	12	6	2	7	6
Sewende ses maande ondervinding....	3	0	0	2	12	6
Agste ses maande ondervinding....	3	7	6	3	0	0
En daarna die loon wat vir ’n gekwalifiseerde werknemer voorgeskryf is.						

(ii) Alle vroulike werknemers, uitgesonderd dié wat deur paragrawe (i), (iii), (v), (vi) en (vii) gedek word:—

(a) Gekwalifiseer.....	3	0	0	2	14	6
(b) Leerlinge:—						
Eerste ses maande ondervinding....	1	5	0	1	2	6
Tweede ses maande ondervinding....	1	10	0	1	7	6
Derde ses maande ondervinding....	1	15	0	1	12	6
Vierde ses maande ondervinding....	2	0	0	1	17	6
Vyfde ses maande ondervinding....	2	5	0	2	2	6
Sesde ses maande ondervinding....	2	10	0	2	7	6
En daarna die lone wat vir ’n gekwalifiseerde werknemer voorgeskryf is.						

(iii) Snyers:—

(a) Eerstegraads, manlik of vroulik.....	6	0	0	5	8	0
(b) Tweedegraads, en afwerker, manlik:—						
(1) Gekwalifiseer.....	4	0	0	3	12	6
(2) Leerlinge, soos in 4 (1) (i) (a).						
(c) Tweedegraads, en afwerker, vroulik:—						
(1) Gekwalifiseer.....	3	5	0	2	17	6
(2) Leerlinge, soos in 4 (1) (i) (b).						

(iv) Bestuurder van motorvoertuig met ’n onbelaste gewig van—

(1) tot en met 1,000 lb.....	3	0	0	2	14	0
(2) Oor 1,000 lb. tot en met 6,000 lb..	3	10	0	3	3	0
(3) Oor 6,000 lb. tot en met 10,000 lb..	4	10	0	4	1	0
(4) Oor 10,000 lb.....	5	10	0	4	19	0
En ’n werknemer wat ’n stoomwa bestuur.....	5	10	0	4	19	0

(v):—

(a) Laemakers, patent-omvouers, sorteerders, baadjieomkeerders, gewone naaldwerkers, nekuitsnyers, verpakkers, opvouers, fatsoeneerders, onderpersers, hoedepersers wat met outomatiese hidrouliese hoedeperser werk, skoonmakers, hoedespuitwerkers, spoel-draaiers, stempelaars, afmerkers, en vas-spelders, manlik of vroulik:—						
(1) Gekwalifiseer.....	2	10	0	2	5	0

„traveller’s driver” means an employee who accompanies the traveller on his journey and assists the traveller in driving and in packing, unpacking and displaying of samples;
 „traveller, qualified,” means a traveller who has had not less than four years’ experience;
 „traveller, unqualified,” means a traveller who has had less than four years’ experience;
 „trimmer” means an employee engaged on marking in and/or cutting linings and interlinings;
 „under-presser” means an employee other than a presser employed in pressing processes;
 „unladen weight” means the weight of any motor vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such motor vehicle or trailer; provided that in the case of a two or three wheeled motor vehicle (other than a mechanical horse), the unladen weight shall be deemed to be under 1,000 lb.;
 „wage” means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 8 (1). In classifying an employee for the purpose of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged;
 „workshop” means any premises in which one or more employees are engaged on operations in the Clothing Industry.

4. WAGES.

(1) Subject to the remaining provisions of this Agreement, no employer shall pay and no employee shall accept wages lower than the minimum wages prescribed hereunder:—

(i) Male employees, including storemen, other than those covered by paragraphs (iii), (iv), (v), (vi), (vii), and (viii); and female employees engaged in the making of men’s or boys’ coats or overcoats (other than dust coats or washing coats) who are employed in shaping, basting by hand and fixing:—

	District 1.			District 2.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
(a) Qualified.....	4	0	0	3	12	6
(b) Learners:—						
First six months of experience.....	1	5	0	1	2	6
Second six months of experience....	1	10	0	1	7	6
Third six months of experience.....	1	15	0	1	12	6
Fourth six months of experience....	2	0	0	1	17	6
Fifth six months of experience.....	2	5	0	2	2	6
Sixth six months of experience.....	2	12	6	2	7	6
Seventh six months of experience...	3	0	0	2	12	6
Eighth six months of experience....	3	7	6	3	0	0
And thereafter the wages prescribed for a qualified employee.						

(ii) All female employees, other than those covered by paragraphs (i), (iii), (v), (vi), and (vii):—

(a) Qualified.....	3	0	0	2	14	6
(b) Learners:—						
First six months of experience.....	1	5	0	1	2	6
Second six months of experience....	1	10	0	1	7	6
Third six months of experience.....	1	15	0	1	12	6
Fourth six months of experience....	2	0	0	1	17	6
Fifth six months of experience.....	2	5	0	2	2	6
Sixth six months of experience.....	2	10	0	2	7	6
And thereafter the wages prescribed for a qualified employee.						

(iii) Cutters:—

(a) First grade, male or female.....	6	0	0	5	8	0
(b) Second grade, and trimmer, male:—						
(1) Qualified.....	4	0	0	3	12	6
(2) Learners as in 4 (1) (i) (a).						
(c) Second grade, and trimmer, female:—						
(1) Qualified.....	3	5	0	2	17	6
(2) Learners as in 4 (1) (i) (b).						

(iv) Driver of a motor vehicle the unladen weight of which—

(a) does not exceed 1,000 lb.....	3	0	0	2	14	0
(b) exceeds 1,000 lb. but does not exceed 6,000 lb.....	3	10	0	3	3	0
(c) exceeds 6,000 lb. but does not exceed 10,000 lb.....	4	10	0	4	1	0
(d) exceeds 10,000 lb.....	5	10	0	4	19	0
And an employee driving a steam wagon.....	5	10	0	4	19	0

(v):—

(a) Layers up, patent turners, sorters, coat turners, plain sewers, slopers, packers, folders, shapers, underpressers, automatic hydraulic hat pressers, cleaners, hatsprayers, stampers, markers, bobbin winders and pinners, male or female:—						
(1) Qualified.....	2	10	0	2	5	0

	Distrik 1.			Distrik 2.		
	Weekliks.			Weekliks.		
	£	s.	d.	£	s.	d.
(2) Leerlinge:—						
Eerste ses maande ondervinding.....	1	5	0	1	2	6
Tweede ses maande ondervinding.....	1	10	0	1	7	0
Derde ses maande ondervinding.....	1	15	0	1	11	6
Vierde ses maande ondervinding.....	2	0	0	1	16	0
Daarna die loon wat vir 'n gekwalifiseerde werknemer voorgeskryf is.						
(b) Keteloppasser, versendingsverpakker, assistent-stoomman, handelsreisiger se bestuurder en kartondoosmaker.....	2	2	6	1	18	3
(c) Dryfbandhersteller.....	2	0	0	1	16	0
(d) Arbeider.....	1	17	6	1	13	3
	Distrikte 1 en 2.					
	Weekliks.			Maandeliks.		
	£	s.	d.	£	s.	d.
(vi) Handelsreisigers:—						
(a) Manlik—						
(1) Gekwalifiseer.....	10	7	8	45	0	0
(2) Leerling:—						
Eerste ses maande ondervinding.....	5	15	5	25	0	0
Tweede ses maande ondervinding.....	6	6	11	27	10	0
Derde ses maande ondervinding.....	6	18	6	30	0	0
Vierde ses maande ondervinding.....	7	10	0	32	10	0
Vyfde ses maande ondervinding.....	8	1	6	35	0	0
Sesde ses maande ondervinding.....	8	13	1	37	10	0
Sewende ses maande ondervinding.....	9	4	7	40	0	0
Agste ses maande ondervinding.....	9	16	2	42	10	0
Daarna die lone wat vir gekwalifiseerde werknemers voorgeskryf is.						
(b) Vroulik—						
(1) Gekwalifiseer.....	8	8	6	36	10	0
(2) Leerlinge:—						
Eerste ses maande ondervinding.....	4	12	4	20	0	0
Tweede ses maande ondervinding.....	5	1	10	22	1	3
Derde ses maande ondervinding.....	5	11	4	24	2	6
Vierde ses maande ondervinding.....	6	0	10	26	3	9
Vyfde ses maande ondervinding.....	6	10	5	28	5	0
Sesde ses maande ondervinding.....	6	19	11	30	6	3
Sewende ses maande ondervinding.....	7	9	5	32	7	6
Agste ses maande ondervinding.....	7	18	11	34	8	9
Daarna die lone wat vir gekwalifiseerde werknemers voorgeskryf is.						
(vii) Kantoorwerkers:—						
(a) Manlik—						
(1) Gekwalifiseer.....	6	2	4	26	10	0
(2) Leerling:—						
Eerste jaar ondervinding.....	1	16	11	8	0	0
Tweede jaar ondervinding.....	2	12	8	11	8	3
Derde jaar ondervinding.....	3	8	5	14	16	6
Vierde jaar ondervinding.....	4	4	1	18	4	4
Vyfde jaar ondervinding.....	4	19	9	21	12	3
Sesde jaar ondervinding.....	5	15	5	25	0	0
Daarna die lone wat vir gekwalifiseerde werknemers voorgeskryf is.						
(b) Vroulik—						
(1) Gekwalifiseer.....	3	9	3	15	0	0
(2) Leerling:—						
Eerste jaar ondervinding.....	1	16	11	8	0	0
Tweede jaar ondervinding.....	2	5	0	9	15	0
Derde jaar ondervinding.....	2	13	1	11	10	0
Vierde jaar ondervinding.....	3	1	2	13	5	0
Daarna die lone wat vir gekwalifiseerde werknemers voorgeskryf is.						
(viii):—						
(a) Werktuigkundige, gekwalifiseer.....	7	9	6	6	9	6
(b) Leerling:—						
Eerste jaar ondervinding.....	1	10	0	1	9	3
Tweede jaar ondervinding.....	1	17	0	1	16	0
Derde jaar ondervinding.....	2	8	6	2	7	3
Vierde jaar ondervinding.....	3	4	6	3	2	9
Vyfde jaar ondervinding.....	4	5	3	4	3	0
Daarna die lone wat vir gekwalifiseerde werknemers voorgeskryf is.						

	District 1.			District 2.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
(2) Learners:—						
First six months of experience..	1	5	0	1	2	6
Second six months of experience	1	10	0	1	7	0
Third six months of experience	1	15	0	1	11	6
Fourth six months of experience.....	2	0	0	1	16	0
Thereafter the wages prescribed for a qualified employee.						
(b) Boiler attendant, despatch packet, assistant storeman, traveller's driver and cardboard box maker.....	2	2	6	1	18	3
(c) Belt boy.....	2	0	0	1	16	0
(d) Labourer.....	1	17	6	1	13	3
	Districts 1 and 2.					
	Per Week.			Per Month.		
	£	s.	d.	£	s.	d.
(vi) Travellers:—						
(a) Male—						
(1) Qualified.....	10	7	8	45	0	0
(2) Learner:—						
First six months of experience..	5	15	5	25	0	0
Second six months of experience.....	6	6	11	27	10	0
Third six months of experience.....	6	18	6	30	0	0
Fourth six months of experience.....	7	10	0	32	10	0
Fifth six months of experience.....	8	1	6	35	0	0
Sixth six months of experience.....	8	13	1	37	10	0
Seventh six months of experience.....	9	4	7	40	0	0
Eighth six months of experience.....	9	16	2	42	10	0
Thereafter the wages prescribed for a qualified employee.						
(a) Female—						
(1) Qualified.....	8	8	6	36	10	0
(2) Learner:—						
First six months of experience.....	4	12	4	20	0	0
Second six months of experience.....	5	1	10	22	1	3
Third six months of experience.....	5	11	4	24	2	6
Fourth six months of experience.....	6	0	10	26	3	9
Fifth six months of experience.....	6	10	5	28	5	0
Sixth six months of experience.....	6	19	11	30	6	3
Seventh six months of experience.....	7	9	5	32	7	6
Eighth six months of experience.....	7	18	11	34	8	9
Thereafter the wages prescribed for a qualified employee.						
(vii) Office employees:—						
(a) Male—						
(1) Qualified.....	6	2	4	26	10	0
(2) Learner:—						
First year of experience.....	1	16	11	8	0	0
Second year of experience.....	2	12	8	11	8	3
Third year of experience.....	3	8	5	14	16	6
Fourth year of experience.....	4	4	1	18	4	4
Fifth year of experience.....	4	19	9	21	12	3
Sixth year of experience.....	5	15	5	25	0	0
Thereafter the wages prescribed for a qualified employee.						
(b) Female—						
(1) Qualified.....	3	9	3	15	0	0
(2) Learner:—						
First year of experience.....	1	16	11	8	0	0
Second year of experience.....	2	5	0	9	15	0
Third year of experience.....	2	13	1	11	10	0
Fourth year of experience.....	3	1	2	13	5	0
Thereafter the wages prescribed for a qualified employee.						
	District 1.			District 2.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
(viii):—						
(1) Mechanic, qualified.....	7	9	6	7	9	6
(2) Learner:—						
First year of experience.....	1	10	0	1	9	3
Second year of experience.....	1	17	0	1	16	0
Third year of experience.....	2	8	6	2	7	3
Fourth year of experience.....	3	4	6	3	2	9
Fifth year of experience.....	4	5	3	4	3	0
Thereafter the wages prescribed for a qualified employee.						

(2) Niks wat in hierdie Ooreenkoms vervat is, het die uitwerking om die loon wat te eniger tyd voor of op die datum van inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer betaal is, te verminder nie.

(3) Werknemers wat met die vervoerband werk, moet die voorgeskrewe lone ontvang plus 10 persent.

(4) Aan 'n handelsreisiger moet die volgende betaal word:—

- (i) 'n Verblyftoelae van minstens twintig sjelings ten opsigte van elke nag wat hy weg van sy hoofkwartier af moet deurbring in die loop van 'n reis wat onderneem word in die uitvoering van sy pligte;
 - (ii) alle vervoerkoste wat redelikerwys deur hom aangegaan word ten opsigte van die uitvoering van sy pligte; of
 - (iii) wanneer sy werkgever van hom vereis of hom toelaat om sy eie motor by die uitvoering van sy pligte te gebruik, 'n toelae van minstens 6d. per myl vir elke myl wat in hierdie motor afgele word in verband met sodanige pligte.
- (5) Enige verhoging van die minimum loon waarop 'n leerling op grond van vorige ondervinding geregtig word, is op die oplooptdatum betaalbaar, tensy die werknemer uit eie beweging van die werk afwesig was vir 'n tydperk, of tydperke altesaam langer as sewe dae in engeen van die kwalifiseertypke van ses maande in hierdie klousule bepaal. Die oplooptdatum, wanneer 'n loonsverhoging aan hom verskuldig is, kan aangeskuiw word met die ekwivalent van die aantal dae bō sewe dae wat hy uit eie beweging in engeen van sy kwalifiseertypke van ses maande van werk afwesig was.

(6) (a) Benewens die loon wat in subklousules (1) en (3) voorgeskryf word, is 'n werknemer behalwe 'n werknemer wat 'n loon ontvang van £50 per maand of £11. 10s. 9d. per week of meer, 'n handelsreisiger, of 'n kantoorwerker, geregtig op en moet 'n lewenskostetoelae aan hom betaal word van minstens 65 persent van dié voorgeskrewe loon; met dien verstande dat as die bedrag aan lewenskostetoelae wat ingevolge hierdie paragraaf betaalbaar is aan 'n werknemer minder is as die bedrag wat ingevolge die bepalings van Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, aan dié werknemer betaalbaar is, hy geregtig is op en sodanige hoër bedrag aan hom betaal moet word.

(b) 'n Werknemer wat 'n loon ontvang van £50 per maand, of £11. 10s. 9d. per week, of meer, 'n handelsreisiger of 'n kantoorwerker is geregtig op en moet 'n lewenskostetoelae betaal word op die basis voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

5. TAAK- EN STUKWERK.

(1) Taakwerk word verbied.

(2) Die werkgever moet die besoldiging waartoe ooreengekom is vir stukwerk wat gedurende 'n week verrig is aan 'n werknemer betaal wat stukwerk in die klerasiensywerheid doen; met dien verstande dat die bedrag minstens die loon moet wees wat die werkgever verplig sou wees om hom ingevolge hierdie Ooreenkoms te betaal as die werkgever hom nie as 'n stukwerker nie maar as 'n tydwerker in diens geneem het om dieselfde klas werk gedurende dieselfde week te verrig.

(3) In 'n inrigting waarin werknemers stukwerk doen, moet die werkgever 'n leesbare afskrif van die stukwerkskale wat van tyd tot tyd van krag is, op 'n plek in sy inrigting opplak wat maklik toeganklik is vir sy werknemers, en hy mag onder geen omstandighede 'n laer skaal betaal as dié wat in die inrigting opgeplak is nie.

(4) Die werkgever moet minstens een week kennis gee van sy voorneme om stukwerkskale te verander.

6. KORTTYD.

(1) Waar korttyd in 'n inrigting ingevoer word of is, moet 'n werknemer vir minstens 'n halfdag in diens geneem word, of in plaas daarvan moet 'n halfdag se loon aan hom betaal word as hy die inrigting op so 'n dag bywoon, tensy hy voor daardie datum kennis gekry het dat sy dienste nie op daardie dag nodig sal wees nie.

(2) As daar weens 'n slapte in die handel gevind word dat dit onmoontlik is om voltyds te werk, moet korttyd gewerk word deur die beskikbare werk; vir sover dit doenlik is, ewerediglik te verdeel in die betrokke seksie of afdeling.

(3) Waar dit nodig is om korttyd in 'n fabriek in te voer, moet die tyd- en loonregister ten opsigte van elke werknemer wat aldus geroek word, behoorlik geëndosseer word.

(4) Die bepalings van hierdie klousule is nie van toepassing op handelsreisigers en nagwagte nie.

(5) As 'n werknemer as gevolg van die feit dat korttyd in 'n inrigting ingevoer is gedurende 'n tydperk van vier opeenvolgende weke minder as vyf volle dae werk of vir minder as vyf volle dae betaal word, word dit beskou dat dié werknemer se dienskontrak ingevolge klousule (15) (2) op die laaste dag van die vier weke deur die werkgever beëindig is en moet die werkgever die werknemer in plaas van diensopsegging die bedrae betaal wat in klousule 15 (2) bepaal is.

7. BETALING VAN LONE EN OORTYDGED.

(1) (a) 'n Werkgever moet lone en ander besoldiging in verskeide koerte betaal, wat die naam van die werknemer, die loonskaal, die totale ure wat gewerk is, die lewenskostetoelae, die bedrag wat betaal word, en tot op watter datum dit betaal word, aantoon. Hierdie betalings moet weekliks op Vrydae gedurende werke by die inrigting van die werkgever tussen die ure 4 nm. en die gewone sluitingsuur van die inrigting betaal word; met dien verstande dat, wanneer 'n werknemer se dienste nie op die gewone betaaldag van die betrokke inrigting eindig nie, die bedrae wat aan hom verskuldig is onmiddellik by die beëindiging betaal moet word.

(2) Nothing in this Agreement shall operate to reduce the wage which was being paid to any employee at any time prior to or at the date of commencement of this Agreement.

(3) An employee employed on a conveyor belt shall receive the wages prescribed for an employee of his class, plus 10%.

(4) A traveller shall be paid—

(i) A subsistence allowance of not less than twenty shillings in respect of each night spent away from his headquarters during a journey undertaken in the performance of his duties;

(ii) all reasonable transport expenses incurred by him in the performance of his duties; or

(iii) when his employer requires or permits him to use his own car in the performance of his duties, an allowance of not less than 6d. per mile for every mile traversed in such car in connection with such duties.

(5) Any increase in the minimum wage to which a learner becomes entitled as a result of previous experience shall become payable on the accruing date unless the employee has been absent from work of his own accord for a longer period, or periods; than seven days in the aggregate in any of the six-monthly qualifying periods provided in this Clause. The accruing date, when an increase of wage falls due to him, may be advanced to the equivalent of the number of days in excess of seven days that he has been absent from work of his own accord in any of his six-monthly qualifying periods.

(6) (a) In addition to the wage prescribed in sub-clauses (1) and (3) an employee other than an employee in receipt of a wage of £50 per month or £11. 10s. 9d. per week or more, a traveller or an office employee shall be entitled to and be paid a cost of living allowance of 65% of the said prescribed wage, provided that if the amount of cost of living allowance payable to an employee in terms of this paragraph is less than the amount payable to such employee in terms of War Measure No. 43 of 1942, as amended from time to time, he shall be entitled to and be paid such higher amount.

(b) An employee in receipt of a wage of £50 per month, or £11. 10s. 9d. per week, or more, a traveller, or an office employee shall be entitled to and be paid a cost of living allowance on the basis prescribed in War Measure No. 43 of 1942, as amended from time to time.

5. TASK-WORK AND PIECE-WORK.

(1) Task-work is prohibited.

(2) The employer shall pay to an employee who is employed on piece-work in the clothing industry the remuneration mutually agreed upon for such piece-work performed during any week, provided that such amount shall not be less than the wage which the employer would be obliged to pay him under this Agreement if the employer had employed him not as a piece-worker, but as a time-worker to perform the same class of work during the same week.

(3) In any establishment in which employees are engaged on piece-work, the employer shall keep a legible copy of the piece-work rates in operation from time to time, exhibited in his establishment in a place readily accessible to his employees, and shall not under any circumstances pay a rate lower than that exhibited in such establishment.

(4) The employer shall give not less than one week's notice of his intention to alter piece-work rates.

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 wages in lieu thereof.

(2) If, owing to slackness of trade, it is found impossible to work full time, short time shall be worked by distributing the work evenly, as far as practicable, in any section or department concerned.

(3) When it is necessary to introduce short time in any factory the time and wage register shall be suitably endorsed in respect of each employee so affected.

(4) The provisions of this clause shall not apply to travellers and night-watchmen.

(5) Whenever an employee in consequence of the introduction of short time in an establishment works for less or is paid for less than five full days during any period of four consecutive weeks, such employee's contract of employment shall be deemed to have been terminated by the employer in terms of Clause 15 (2) upon the last day of such four weeks, and the employer shall pay to the employee, in lieu of notice, the amounts provided for in Clause 15 (2).

7. PAYMENT OF WAGES AND OVERTIME.

(1) (a) An employer shall pay wages and other remuneration in sealed envelopes, showing the name of the employee, rate of pay, total hours worked, cost of living allowance, amount paid, and the date up to which payment is made. Such payments shall be made in cash weekly on Fridays during working hours, at the establishment of the employer between the hours of 4 p.m. and the normal closing time of the establishment, provided that, where an employee's services do not terminate on the ordinary pay day of the establishment concerned, any amounts due to him shall be paid immediately upon such termination.

Hierdie klousule is nie van toepassing op werknemers wat maandeliks betaal word en wat £50 per maand en meer ontvang, en op kantoorwerkers en handelsreisigers nie, vir wie voorsiening in paragraaf (b) hiervan gemaak word.

(b) 'n Werkgewer moet die lone van werknemers wat maandeliks betaal word en £50 en meer 'n maand ontvang, kantoorwerkers en handelsreisigers wat op 'n maandelikse basis in diens is, nie later nie as die laaste dag van elke kalendermaand of by die beëindiging van hul diens betaal indien dit geskied voor die gewone betaaldag van die werknemer.

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

(3) As 'n werknemer gedurende 'n deel van 'n week meer as een klas werk verrig waarvoor verskillende weeklone hierby voorgeskryf word, moet die werkgewer die hoogste van sodanige verskillende weeklone vir die hele week aan hom betaal.

(4) 'n Werknemer, uitgesonderd 'n nagwag, wat 'n nagskof werk, moet minstens die besoldiging wat vir sy klas werk in Klousule 4 van hierdie Ooreenkoms voorgeskryf word, plus 10 persent, betaal word.

(5) Geen werkgewer mag 'n aftrekking van enige aard doen van die bedrae wat aan 'n werknemer verskuldig is ten opsigte van lone of oortydione nie; met dien verstande dat—

- (a) behalwe waar dit in hierdie Ooreenkoms anders bepaal word, as 'n werknemer van sy werk afwesig is uitgesonderd dié kere wanneer hy op las of op versoek van sy werkgewer afwesig is, 'n aftrekking eweredig met die tydperk van sy afwesigheid en bereken volgens die loon wat dié werknemer ten tye daarvan ten opsigte van sy gewone werkure ontvang het, gedoen kan word.
- (b) in 'n inrigting waar die gewone weeklikse werkure minder as 42½ is, die werknemers vir die werklike getal ure wat gewerk is, betaal kan word teen die uurloon; met dien verstande dat, behoudens die bepalings van klousule 7 (5) (j) en 7 (5) (a) van hierdie Ooreenkoms, en uitgesonderd soos in paragraaf (f) van hierdie subklousule bepaal, 'n werknemer 'n bedrag betaal moet word van minstens 40 maal die uurloon ten opsigte van enige week se werk;
- (c) met die skriftelike toestemming van die werknemer, aftrekkings deur die werkgewer gedoen kan word vir versekerings- of pensioenfondse;
- (d) bydraes tot Raadsfondse ingevolge die bepalings van klousule 18 van hierdie Ooreenkoms afgetrek moet word;
- (e) die koste van skêre wat aan werknemers verskaf word, afgetrek kan word;
- (f) as geen werk vir 'n werknemer beskikbaar is nie omdat masjinerie per ongeluk staan, die werkgewer aftrekkings van sodanige werknemer kan doen slegs vir die verlore tyd bô een uur ten opsigte van elke sodanige stilstand;
- (g) 'n bedrag wat deur 'n werkgewer betaal word, wat hy deur 'n wet, ordonnansie of 'n regsgeding gedwing word om namens 'n werknemer te betaal, afgetrek kan word;
- (h) bydraes tot die siektebystandsfonds ingevolge die bepalings van klousule 26 (3) van hierdie Ooreenkoms afgetrek moet word;
- (i) aftrekkings vir bydraes tot die fondse van die vakvereniging ingevolge die bepalings van klousule 19 (3) van hierdie Ooreenkoms gedoen kan word;
- (j) waar korttyd ingevoer is die werknemer behoudens die bepalings van klousule 6 van hierdie Ooreenkoms vir die tyd wat hy werklik gewerk het, betaal moet word.

8. WERK- EN OORTYDURE.

(1) Behoudens ander bepalings in hierdie Ooreenkoms mag geen werkgewer vereis of toelaat dat—

- (a) 'n werknemer wat uitsluitlik of hoofsaaklik besig is met versending, aflewering of ontvangs van goedere, 'n bestuurder van voertuie, arbeiders, werktuigkundiges en werknemers wat uitsluitlik of hoofsaaklik in diens is om toesig te hou oor die werk van hierdie werknemers, kantoorwerkers en werknemers wat in 'n bestuurs-hoedanigheid in diens is—
 - (i) vir langer as 45 uur per week (uitgesonderd etensure) werk nie;
 - (ii) vir langer as 8½ uur per dag op vyf dae in die week (uitgesonderd etensure) en vir langer as vyf uur op 'n Saterdag as daar 'n week van ses dae gewerk word, werk nie;
 - (iii) vir langer as 9½ uur per dag, met uitsondering van etensure, werk nie as daar 'n week van vyf dae gewerk word;
- (b) enige ander werknemers wat nie uitdruklik in klousule 8 (1) (a) genoem word nie—
 - (i) vir langer as 42½ uur, met uitsondering van etensure, in 'n week werk nie;
 - (ii) vir langer as vyf dae in 'n week werk nie;
 - (iii) vir langer as 9½ uur op 'n dag, met uitsondering van etensure, werk nie;
- (c) 'n vroulike werknemer—
 - (i) na 6-uur nm. en voor 6-uur vm. werk nie; of
 - (ii) na 1-uur nm. op meer as vyf dae in 'n week werk nie;
- (d) enige werknemer 'n aaneenlopende tydperk van langer as vyf uur sonder 'n ononderbroke pouse van minstens een uur werk nie;

met dien verstande dat tydperke van werk wat deur 'n pouse van minder as een uur onderbreek word, vir die toepassing van hierdie paragraaf as aaneenlopend beskou word.

This clause shall not apply to monthly paid employees who are in receipt of £50 per month, and over, office employees and travellers, who are provided for in paragraph (b) hereof.

(b) An employer shall pay wages to monthly paid employees who are in receipt of £50 per month and over, office employees and travellers who are engaged on a monthly basis, not later than the last day of each calendar month, or upon termination of their employment, if this should take place before the ordinary pay day of the employee.

(2) 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.

(3) An employer shall pay to an employee who, during any portion of any one week, is employed on more than one class of work for which different weekly wages are hereby prescribed, the highest of such different weekly wages for the whole of such week.

(4) An employee other than a night watchman, engaged on night shift, shall be paid not less than the remuneration prescribed for his class of work in clause 4 of this Agreement plus 10 per cent.

(5) No employer shall make a deduction of any description from amounts due to an employee in respect of wages or overtime, provided that—

- (a) except where otherwise provided in this Agreement, whenever an employee is absent from work otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof, may be made;
- (b) in any establishment where the regular weekly hours of work are less than 42½, the employee may be paid for the actual number of hours worked at the hourly rate, provided that, subject to the provision of clauses 7 (5) (j) and 7 (5) (a) of this Agreement, and except as provided in paragraph (f) of this sub-clause, an employee shall be paid an amount not less than 40 times the hourly wage in respect of any week's work;
- (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 18 of this Agreement;
- (e) the cost of scissors supplied to employees may be deducted;
- (f) if, owing to the accidental stoppage of machinery, no work is available for an employee, deductions may be made by the employer from the wage of such employee only for the time lost which is in excess of one hour in respect of each stoppage;
- (g) any amount paid by an employer, compelled by any law, ordinance or legal process to make payment on behalf of any employee, may be deducted;
- (h) contributions to the sick benefit fund shall be deducted in terms of clause 26 (3) of this Agreement;
- (i) deductions for contributions to the funds of the trade union shall be made in terms of clause 19 (3) of this Agreement;
- (j) where short time has been introduced, the employee shall, subject to the provisions of Clause 6 of this Agreement, be paid for the actual time worked.

8. HOURS OF WORK AND OVERTIME.

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit—

- (a) any employee wholly or mainly engaged in the despatch, delivery or receipt of goods, drivers of vehicles, labourers, mechanics and employees wholly or mainly engaged in supervising the work of such employees, office employees and employees engaged in a managerial capacity, to work—
 - (i) for more than forty-five hours in any one week (excluding meal times);
 - (ii) for more than eight and a half hours per day on five days in the week excluding meal times, and more than five hours on a Saturday, when a six-day week is worked;
 - (iii) for more than nine and a quarter hours on any one day excluding meal times when a five-day week is worked;
- (b) any other employees not specified in clause 8 (1) (a) to work—
 - (i) for more than 42½ hours excluding meal times in any one week;
 - (ii) for more than five days in any one week;
 - (iii) for more than 9½ hours excluding meal times in any one day;
- (c) an employee who is a female to work—
 - (i) after six o'clock p.m. and before six o'clock a.m.; or
 - (ii) after one o'clock p.m. on more than five days in a week;
- (d) any employee to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour;

provided that for the purpose of this paragraph, periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(2) Ondanks die bepalings van paragrawe (a) en (b) van subklousule (1) en behoudens die bepalings van subklousule (4) van hierdie klousule, kan 'n werkgewer 'n werknemer verplig of toelaat om oortyd vir 'n totale tydperk van hoogstens 10 uur in 'n week te werk; met dien verstande dat geen werkgewer 'n vroulike werknemer mag verplig of toelaat om die volgende oortyd te doen nie:—

- (a) Vir langer as twee uur op 'n dag;
- (b) op meer as drie agtereenvolgende dae;
- (c) op meer as 60 dae in 'n jaar;
- (d) na voltooiing van haar gewone werkure vir meer as 'n uur op 'n dag tensy hy—
 - (i) die werknemer voor die middag daarvan in kennis gestel het nie; of
 - (ii) die werknemer van 'n toereikende maaltyd voorsien het voordat sy met die oortydwerk moet begin; of
 - (iii) betyds aan die werknemer 'n toelae van 1s. 6d. betaal om die werknemer in staat te stel om 'n maaltyd te verkry voordat die oortydwerk moet begin.

(3) Daar word beskou dat 'n werknemer aan die werk is bo en behalwe die tydperk wat hy werklik werk—

- (a) gedurende die hele pouse as hy nie vry is om die werkkamer van sy werkgewer vir die hele tydperk van die pouse te verlaat nie;
- (b) gedurende enige ander tydperk waarin hy in die werkkamer van sy werkgewer is; met dien verstande dat as daar bewys word dat sodanige werknemer nie gewerk het nie en vry was om die werkkamer in die loop van enige tydperk wat in subparagraaf (b) genoem word, te verlaat, die veronderstelling waarvoor in hierdie subklousule voorsiening gemaak word nie ten opsigte van sodanige werknemer met verwysing na daardie gedeelte van die tydperk van toepassing is nie.

(4) Alle ure wat meer as die gewone werkure gewerk is wat in paragrawe (a) en (b) van subklousule (1) voorgeskryf word, word as oortydure beskou. 'n Werkgewer moet ten opsigte van oortyd gewerk—

- (a) aan 'n werknemer wat uitsluitlik of hoofsaaklik in diens is vir die versending, aflewering of ontvangs van goedere, bestuurders van voertuie, arbeiders, werktuigkundiges en werknemers wat uitsluitlik of hoofsaaklik toesig hou oor die werk van hierdie werknemers, kantoorwerkers en werknemers wat in 'n bestuurshoedanigheid in diens is, teen minstens anderhalf maal die weeklikse besoldiging wat vir 'n werknemer van sy bepaalde klas voorgeskryf is, gedeel deur 45, betaal;
 - (b) alle ander werknemers teen minstens anderhalf maal sy weekloon, gedeel deur twee-en-veertig-en-'n-half, indien hy 'n tydwerker is, en indien hy 'n stukwerker is, teen minstens anderhalf maal die stukwerkskale of anderhalf maal sy weekloon gedeel deur 42½, na gelang van die grootste, betaal; met dien verstande dat indien oortyd wat op 'n daaglikse basis bereken word verskil van dié wat op 'n weeklikse basis bereken word, die basis wat die voordeligste vir die werknemer is aanvaar moet word.
- (5) As 'n werknemer op Sondag werk, moet sy werkgewer
- (a) die werknemer soos volg betaal—
 - (i) as hy vir 'n tydperk van hoogstens vier uur aldus werk, minstens die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of
 - (ii) as hy vir 'n tydperk van meer as vier uur werk, teen 'n skaal van minstens twee maal sy gewone loon ten opsigte van die totale tydperk wat op dié Sondag gewerk is, of besoldiging van minstens twee maal die gewone loon betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n werkdag werk, na gelang watter die grootste bedrag is; of
 - (b) die werknemer betaal teen minstens een en een-derde maal sy gewone loon ten opsigte van die totale tydperk wat hy dié Sondag gewerk het en hom binne sewe dae na die Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldig teen minstens sy gewone loonskaal as hy op die vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.
 - (c) Wanneer 'n werknemer ook al op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag, Kersdag, Tweede Kersdag of Nuwejaarsdag werk, moet sy werkgewer besoldiging aan hom betaal teen 'n skaal van minstens sy gewone besoldiging ten opsigte van die totale tydperk wat hy op dié dag gewerk het benewens die besoldiging waartoe hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(6) Die werkgewer moet aan elke werknemer 'n rus-pouse van minstens 10 minute so ná moontlik aan die middel van elke werktydperk in die oggend en in die namiddag toestaan, en hierdie rus-pouse moet beskou word as gedeelte van die gewone werkure, maar geen werkgewer mag 'n werknemer verplig om in daardie pouse werk te doen nie.

Vir die doel van hierdie subklousule moet die eerste helfte van 'n werkskof wat langer is as 5 uur beskou word as 'n werktydperk van die oggend, en die tweede helfte van sodanige skof, 'n werktydperk in die namiddag.

(7) 'n Werkgewer mag nie 'n werknemer verplig om sonder sy toestemming oortydwerk te doen nie.

(8) 'n Werkgewer mag nie 'n werknemer ontslaan of in sy diens benadeel nie weens die weiering van sodanige werknemer om oortyd te werk.

(2) Notwithstanding the provisions of paragraphs (a) and (b) of sub-clause (1) and save as is provided for in sub-clause (4) of this clause, an employer may require or permit an employee to work overtime for a total period not exceeding 10 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) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) after completion of her ordinary working hours for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee an allowance of 1s. 6d. in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

- (a) during the whole of any interval in his work if he is not free to leave the workroom of his employer for the whole of such interval;
- (b) during any other period during which he is in the workroom of his employer; provided that if it is proved that any such employee was not working and was free to leave the workroom during any portion of any period referred to in sub-paragraph (b), the presumption provided for in this sub-clause shall not apply in respect of such employee with reference to that portion of such period.

(4) All hours worked in excess of the ordinary hours prescribed in paragraphs (a) and (b) of sub-clause (1) shall be deemed to be overtime. In respect of overtime worked an employer shall pay to—

- (a) an employee wholly or mainly engaged in the despatch, delivery, or receipt of goods, drivers of vehicles, labourers, mechanics, and employees wholly or mainly engaged in supervising the work of such employees, office employees and employees engaged in a managerial capacity, at a rate which is not less than one and a half times the weekly wage prescribed for an employee of his respective class, divided by forty-five;
- (b) all other employees at a rate which is not less than one and a half times the weekly wage divided by forty-two and a half, if a time worker, and if a pieceworker at a rate which is not less than one and a half times the piece-work rates, or one and a half times his weekly wage divided by 42½, whichever is the greater, provided that 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.

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

- (a) pay to the employee—
 - (i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or
 - (ii) if he so works for a period exceeding four hours, remuneration, at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or
- (b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(c) Whenever an employee works on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day or New Year's Day, his employer shall pay him remuneration at a rate not less than his ordinary rate of 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.

(6) The employer shall grant to each employee a rest interval of not less than 10 minutes at as nearly as practicable the middle of each morning and each afternoon work period, and such interval shall be reckoned as portion of the usual working hours, but no employer shall require an employee to perform work during such interval.

For the purpose of this sub-clause the first half of any working shift of more than 5 hours shall be deemed to be a morning work-period, and the second half of any such shift, an afternoon work-period.

(7) An employer shall not require an employee to work overtime without his consent.

(8) An employer shall not dismiss or prejudice in his employment any employee by reason of such employee's refusal to work overtime.

(9) Geen werkgever mag 'n werknemer toelaat om oortydwerk te doen nie tensy toestemming skriftelik van die Nywerheidsraad verkry is voordat die werk gedoen moet word.

In gevalle van dringende werk, kan die Sekretaris voorwaardelike magtiging verleen, wat geldig moet wees tot die volgende vergadering van die Raad.

(10) Geen werkgever mag 'n werknemer toelaat om 'n nagskof te werk nie, tensy skriftelike toestemming van die Nywerheidsraad verkry is voordat die werk gedoen word.

Dit word verbied om vroulike werknemers nagskofwerk te laat doen.

(11) Behoudens die bepalinge van subklousule (1) (d) moet alle werkure op een dag opeenvolgend wees.

(12) Die bepalinge van hierdie klousule is nie van toepassing op handelsreisigers en nagwagte nie.

9. WERK IN DIE KLERASIENYWERHEID.

(1) Geen werkgever mag sy werknemers verplig om in ander persele te werk en geen werknemer mag in ander persele as die volgende werk nie—

(a) 'n inrigting wat deur dié werkgever verskaf, uitgerus, onderhou en beheer word, en wat ingevolge die bepalinge van klousule 13 van hierdie Ooreenkoms by die Raad geregistreer is of

(b) in 'n fabriek wat ingevolge die bepalinge van die Wet op Fabriek, Masjinerie en Bouwerk, No. 22 van 1941, geregistreer is, waarvan hy die okkupeerder is.

(2) 'n Werkgever mag nie toelaat dat werk in die klerasienywerheid in 'n woonhuis verrig word nie.

10. GETALLEVERHOUDING VAN WERKNEMERS.

(1) (i) *Snyers*.—Een snyder, eerstegraads, moet in 'n inrigting in diens wees voordat gekwalifiseerde snyers, tweedegraads, in diens geneem kan word. Vir elke snyder, eerstegraads, of gekwalifiseerde snyder, tweedegraads, kan een leerlingsnyder in diens geneem word. Vir elke snyder, eerstegraads, kan hoogstens 5 ander snyers of leerlinge in diens geneem word.

(ii) *Manlike werknemers*, behalwe dié wat in paragrawe (iii), (iv), (v), (vi), (vii) en (viii) van subklousule 4 (1) genoem word: Een gekwalifiseerde manlike werknemer moet in diens wees voordat 'n manlike leerling in diens geneem kan word, en die getal manlike leerlinge wat in diens geneem kan word, moet hoogstens drie leerlinge vir elke twee gekwalifiseerde manlike werknemers wees.

(iii) *Vroulike werknemers*, behalwe dié wat in paragrawe (iii), (iv), (v), (vi) en (vii) van subklousule 4 (1) genoem word: Een gekwalifiseerde vroulike werknemer moet in diens wees voordat 'n vroulike leerling in diens geneem kan word, en die getal vroulike leerlinge wat in diens geneem kan word, moet hoogstens twee leerlinge vir elke gekwalifiseerde vroulike werknemer wees.

(2) Vir die doel van hierdie klousule, kan 'n leerling, aan wie minstens die loon van 'n gekwalifiseerde werknemer betaal word, as 'n gekwalifiseerde werknemer beskou word, en kan 'n vroulike werknemer wat minstens die loon van 'n gekwalifiseerde manlike werknemer verdien, as 'n gekwalifiseerde manlike werknemer beskou word.

(3) Geen werknemer wat vir 'n aanenlopende tydperk van 4 weke om enige rede, behalwe siekte, van sy werk afwesig is, kan vir berekening van die getalleverhouding in aanmerking geneem word nie.

11. VAKANSIEVERLOF.

(1) Goëe Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag is vakansiedae met betaling, en, behoudens die bepalinge van subklousule (2) hier- van moet betaling vir dié dae nie later as op die eerste betaaldag na sodanige dag geskied nie. Indien 'n openbare vakansiedag, wat in hierdie klousule genoem word, op 'n Saterdag val, moet elke werknemer ten opsigte van elke sodanige vakansiedag die loon ontvang waarop hy geregtig sou gewees het vir 'n gewone werkdag.

(2) 'n Werkgever moet elke jaar waarin hierdie Ooreenkoms van krag is, behoudens die bepalinge van subklousule (9) van hierdie klousule, tussen 15 Desember en die daaropvolgende 15de Januarie aan elkeen van sy werknemers, of hulle stukwerk of tydwerk doen wat minstens twaalf maande ononderbroke in diens was voor die datum waarop die verlof toegestaan word, ten minste drie opeenvolgende weke verlof toestaan, met volle betaling plus lewenskostetoelae, en Kersdag, Tweede Kersdag en Nuwejaarsdag as openbare vakansiedae met betaling: met dien verstande dat—

(i) 'n Werkgever aan 'n werknemer wat op die datum waarop verlof toegestaan word nie twaalf maande aanenlopende diens by hom voltooi het nie verlof moet toestaan vir 'n dergelike tydperk as dié in subklousule (2) genoem, maar hom slegs verlobbesoldiging moet betaal van een-vyfde van sy weekloon vir elke voltooide tydperk van 30 dae diens (plus betaling ten opsigte van Kersdag, Tweede Kersdag en Nuwejaarsdag en betaling ten opsigte van Geloftedag as dit binne die verloftydperk val).

(ii) As Geloftedag binne die verloftydperk val, dit by genoemde tydperk as 'n verdere verloftydperk met volle betaling gevoeg moet word.

(3) 'n Lys van die werknemers wat verlobbetaling moet ontvang, soos voorgeskrywe in subklousules (2) en (3) hiervan, met vermelding van hul name, loonskale, werktydperke waarvoor verlobbetaling verskuldig is en die bedrag van verlobbetaling wat aan elke werknemer verskuldig is, moet voor of op 7 Desember elke jaar tesame met betaling vir die volle verskuldigde bedrag, deur die werkgever aan die Raad gestuur word, en sodanige verlobbetaling moet voor of op die daaropvolgende 24 Desember deur die Raad aan die betrokke werknemers uitgedeel word.

(9) No employer shall allow any employee to work overtime unless permission has been obtained in writing from the Industrial Council prior to the performance of such work.

In cases of urgency, the Secretary may issue provisional authority, which shall be valid until the next meeting of the Council.

(10) No employer shall allow an employee to work a night shift unless permission has been obtained in writing from the Industrial Council, prior to the performance of such work.

The employment of female labour on night shift is prohibited.

(11) Save as provided in sub-clause (1) (d) all hours of work on any day shall be consecutive.

(12) The provisions of this clause shall not apply to travellers and night-watchmen.

9. WORK IN THE CLOTHING INDUSTRY.

(1) No employer shall require his employees to work and no employee shall work in premises other than—

(a) an establishment provided, equipped, maintained and controlled by such employer, and which shall be registered with the Council, in terms of Clause 13 of this Agreement; or

(b) in a factory registered under the Factories, Machinery and Building Work Act, No. 22 of 1941, of which he is the occupier.

(2) An employer shall not allow any work in the Clothing Industry to be performed in a dwelling-house.

10. PROPORTION OR RATIO OF EMPLOYEES.

(1) (i) *Cutters*.—One first-grade cutter shall be employed in an establishment before qualified second-grade cutters may be employed. To each first or qualified second-grade cutter there shall be allowed one learner cutter. Not more than five other cutters or learners shall be allowed to each first-grade cutter.

(ii) *Male employees, excepting those referred to in paragraphs graphjs (iii), (iv), (v), (vi) and (vii) of sub-clause 4 (1)*.—One qualified male employee shall be employed before a male learner may be employed and the number of male learners who may be employed shall not exceed three learners to each two qualified male employees.

(iii) *Female employees, excepting those referred to in paragraphs (iii), (iv), (v), (vi), and (vii) of sub-clause 4 (1)*.—One qualified female employee shall be employed before a female learner may be employed, and the number of female learners who may be employed shall not exceed two learners to each qualified female employee.

(2) For the purpose of this clause, a learner who is being paid not less than the wage of a qualified employee may be deemed to be a qualified employee, and a female employee earning not less than a qualified male employee may be deemed to be a qualified male employee.

(3) No employee who has been absent from work for a continuous period of four weeks for any reason excepting illness, shall be taken into account when calculating ratio.

11. HOLIDAY LEAVE.

(1) Good Friday, Easter Monday, Ascension Day, The Day of the Covenant, Christmas Day, Boxing Day and New Year's Day shall be paid holidays and, subject to sub-clause (2) hereof, payment for such days shall be made not later than the first pay day succeeding such day. Should any of the public holidays referred to in this sub-clause fall on a Saturday each employee shall be paid in respect of each such day the wage he would be entitled to for a normal working day.

(2) Every employer shall, each year during which this Agreement is in operation, subject to the provisions of sub-clause (9) of this clause, between 15th December and the 15th January ensuing, grant to each of his employees, whether employed on piece work or on time work, who has been in his employ for a continuous period of not less than twelve months prior to the date of granting leave, not less than three consecutive weeks' holiday leave at full wages plus cost of living allowance which leave shall include Christmas Day, Boxing Day and New Year's Day as paid public holidays; provided that—

(i) An employer shall grant to an employee who at the date of granting leave has not completed twelve months' continuous employment with him, leave for a similar period to that referred to in sub-clause (2) but shall only pay him leave pay at the rate of one-fifth of a week's pay for each completed period of 30 days' service (plus payment in respect of Christmas Day, Boxing Day and New Year's Day and payment in respect of the Day of the Covenant where it falls within the period of leave).

(ii) When the Day of the Covenant falls within the period of holiday leave, it shall be added to the said period as a further period of holiday on full pay.

(3) A list of the employees who are to be paid leave pay as provided in sub-clauses (2) and (3) hereof, showing name, rate of pay, period of employment for which leave pay is due and amount of leave pay due to each such employee shall be forwarded by each employer, together with a remittance for the total amount due to the Council not later than the 7th December of each year and such leave pay shall be distributed by the Council to the employees concerned not later than the 24th December following.

(4) Indien 'n werknemer se diens beëindig word voor die datum waarop verlof kragtens subklousule (2) en (3) hiervan toegestaan moet word, is verlofbetaling van een-vyfde van sy weekloon vir elke voltooië 30 dae diens verskuldig en moet die werkgever van so 'n werknemer dit op die Vrydag van die week waarin die werknemer se diens beëindig word aan die Sekretaris van die Raad, Posbus 1331, Durban, stuur vir betaling aan die betrokke werknemer.

(5) 'n Werkgever wat sy fabriek in 'n jaar gedurende November en Desember sluit, moet aan die werknemers wat weens sodanige sluiting ontslaan is of korttyd werk, jaarlikse verlofbetaling betaal wat op die basis bereken is asof die werknemers tot die einde van daardie kalenderjaar gewerk het, en moet sodanige werknemers daarbenewens vir Geloofedag, Kersdag, Tweede Kersdag en Nuwejaarsdag betaal.

(6) 'n Werkgever wat sy fabriek vir 'n tydperk tussen 15 Desember en die daaropvolgende 15de Januarie sluit met die doel om sy werknemers hul jaarlikse vakansie plus statutêre vakansiedae toe te staan, kan dit vir 'n tydperk van hoogstens vier weke sluit sonder om vir die betaling van enige lone en/of lewenskostetoelae bo die bedrae wat kragtens die bepalings van subklousules (2) en (3) hiervan ten opsigte van sodanige tydperk aan 'n werknemer verskuldig is, aanspreeklik te wees.

(7) Enige tydperk wanneer 'n werknemer—

(a) ingevolge hierdie klousule met verlof is; of

(b) militêre opleiding meemaak; of

(c) in opdrag of op versoek van die werkgever van sy werk afwesig is; of

(d) weens siekte van sy werk afwesig is;

moet vir die toepassing van subklousules (1), (2) en (3) as 'n tydperk van diens beskou word; met dien verstande dat—

(i) die bepalings van paragraaf (d) nie van toepassing is nie en opsigte van enige afwesigheids tydperk van meer as drie opeenvolgende dae weens siekte, as die werknemer, behalwe 'n werknemer genoem in subparagraaf (ii); in gebreke bly om, nadat die werkgever om 'n sertifikaat gevra het, dit by die werkgever in te dien, d.w.s. 'n sertifikaat van 'n geneesheer van die siektebystandfonds wat aangestel is ingevolge klousule 26, dat hy weens siekte belet is om sy werk te doen, of ten opsigte van daardie gedeelte van enige totale afwesigheids tydperk gedurende twaalf maande diens wat langer as 30 dae is; met dien verstande dat kantoorwerkers, handelsreisigers of werknemers in 'n bestuurshoedanigheid sodanige sertifikaat van enige ander geneesheer kan voorleë;

(ii) 'n werknemer wie se werkgever ingevolge enige Wet van die Parlement verplig is om voorsiening te maak vir die versorging en behandeling van sodanige werknemer as hy siek of beseer is, nie verplig kan word om ten opsigte van enige afwesigheids tydperk genoem in subparagraaf (i) 'n sertifikaat van 'n geneesheer in te dien nie.

(8) 'n Werkgever kan met sy werknemers wat £50 of meer per maand ontvang, kantoorwerkers, handelsreisigers, voertuigbestuurders, voormanne, werktuigkundiges, nagwagte of werknemers wat uitsluitlik persele skoonmaak of goedere of boodskappe aflewer, onderlinge reëlings tref om hul jaarlikse verlof op 'n ander tyd as tussen 15 Desember en die daaropvolgende 15de Januarie te neem; met dien verstande dat sodanige verlof binne twee maande na voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word.

(9) Verlofbetaling kan deur die Raad ten behoeve van werknemers bewaar word vir 'n tydperk van ses maande vanaf die datum waarop dit aan die werknemer verskuldig word of tot aan die end van 'n kalenderjaar—watter een ook al die jongste is, en indien dit onopgeëis is binne genoemde tydperk, word sodanige verlofbetaling aan die algemene fondse van die Raad verbeur; met dien verstande dat 'n werknemer by die Raad aansoek kan doen om teruggawe van sy verlofbetaling na verstryking van so 'n tydperk en sodanige aansoek moet deur die Raad volgens meriete behandel word.

(10) Alle besoldiging vir verlof of openbare vakansiedae waarop 'n werknemer geregtig is kragtens subklousules (1) tot (10) van hierdie klousule, moet geskied teen die loonskaal plus die lewenskostetoelae waarop sodanige werknemer ingevolge klousule 4 van hierdie Ooreenkoms geregtig is.

(11) 'n Werkgever moet minstens 30 dae voorwaardelike en minstens 15 dae uitdruklike kennis gee van die datum waarop jaarlikse verlof sal begin deur dié kennisgewing(s) op 'n opvallende plek in die fabriek wat vir die werknemers maklik toeganklik is, op te plak.

(12) Die voorgeskrewe verloftydperk mag nie saamval met 'n tydperk wanneer 'n werknemer 'n tydperk van diensopsegging uitdien of militêre opleiding moet meemaak nie.

12. PREMIUMS.

Vir opleiding van 'n werknemer mag geen premie deur 'n werkgever gevra of aangeneem word nie.

13. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgever wat dit nie reeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke sodanige persoon wat na daardie datum in die nywerheid kom, moet binne een maand nadat hy met sy werksaamhede begin het die volgende besonderhede op skrif en deur die werkgever onderteken, per aangetekende pos aan die Sekretaris van die Raad, Posbus 1331, Durban, stuur:—

(a) Die handelsnaam en besigheidsadres van die inrigting;

(b) die naam voluit en woonadres van al die vennote en/of direkteure;

(4) Should an employee's services be terminated before the date on which leave is to be granted in terms of sub-clause (2) or (3) hereof, leave pay at the rate of one-fifth of a week's pay for each completed 30 days of service shall become due and shall be forwarded by the employer of such employee on the Friday of the week during which the employee's services are terminated, to the Secretary of the Council, P.O. Box 1331, Durban, for disbursement to the employee concerned.

(5) An employer who closes his factory in any year during November and December shall pay to those employees who have been discharged or put on short-time through such closure, annual holiday pay computed on the basis as though the employee had worked to the end of that calendar year, and, in addition, shall pay such employees for the Day of the Covenant, Christmas Day, Boxing Day and New Year's Day.

(6) An employer who closes his factory for any period between the 15th December and 15th January ensuing in order to grant his employees their annual holidays plus statutory holidays may close for a period not exceeding four weeks without being liable for the payment to any employee of any wages and/or cost of living allowance in excess of the amounts due in terms of sub-clauses (2) and (3) hereof, in respect of such period.

(7) Any period during which an employee—

(a) is on leave in terms of this clause; or

(b) undergoes any military training; 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;

shall be deemed to be a period of employment for the purpose of sub-clauses (1), (2) and (3); provided that—

(i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee, not being an employee referred to in sub-paragraph (ii) fails, after a request for such certificate by the employer to submit to the employer a certificate issued by a sick fund medical officer appointed in terms of clause 26 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' employment which is in excess of 30 days; provided that office employees, travellers or employees engaged in a managerial capacity may produce such certificate from any practitioner;

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

(8) An employer may make mutual arrangements with his employees in receipt of £50 per month or more, office employees, travellers, drivers of vehicles, foremen, mechanics, night-watchmen, or employees solely engaged in cleaning premises or in the delivery of goods or messages, to take their annual holiday at a period other than between the 15th December and the 15th January ensuing; provided that such leave shall be granted within two months of the completion of the year of employment to which it relates.

(9) Leave pay may be held by the Council on behalf of employees for a period of six months from the date on which it became due to such employees or to the end of the calendar year, whichever is the later, and if unclaimed within the said period such leave pay shall be forfeited to the general funds of the Council; provided that an employee may make application to the Council for payment of his leave pay after the expiry of the said period and such application shall be considered by the Council on its merits.

(10) All payments for leave or public holidays to which an employee is entitled under sub-clause (1) to (10) of this clause shall be made at the rate of wage plus cost of living allowance to which such employee is entitled in terms of clause 4 of this Agreement.

(11) An employer shall give not less than 30 days' provisional notice and not less than 15 days' definite notice of the date on which annual leave will commence by exhibiting such notice(s) in a prominent place in the factory readily accessible to the employees.

(12) The period of leave prescribed shall not run concurrently with any period during which an employee is under notice of termination of contract of employment or is required to undergo military training.

12. PREMIUMS.

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

13. REGISTRATION OF EMPLOYERS.

(1) Every employer who has not already done so in pursuance of a previous Agreement shall, within one month from the date on which this Agreement comes into operation, and every such person entering the Industry after that date, shall within one month of commencing operations by him, forward to the Secretary of the Council, P.O. Box 1331, Durban, by registered post, the following particulars which shall be in writing and signed by him:—

(a) The trading name and business address of the establishment.

(b) The full names and residential addresses of all partners and/or directors.

- (c) die naam voluit en woonadres van die verantwoordelike bestuurder;
- (d) afdeling of afdelings van die nywerheid wat die inrigting uitoefen;
- (e) datum waarop die werksaamheid begin.

(2) Skriftelike kennisgewing van enige verandering ten opsigte van enige besonderhede soos ingevolge subklousule (1) van hierdie klousule verskaf, moet deur elke werkgewer per aangeleekende pos aan die Raad gestuur word, en sodanige kennis moet binne 14 dae na sodanige verandering gegee word.

15. INDIENSNEMING EN BEÏNDIGING VAN DIENS.

(1) 'n Werkgewer mag geen persoon toelaat om in sy inrigting met werk te begin nie voordat so 'n persoon 'n dienssertifikaat getoon het wat deur die Raad uitgereik is (in die vorm van Aanhangsel A by hierdie Ooreenkoms) met besonderhede i.v.m. ondervinding, indien enige, waarvoor die persoon beskik, en so 'n dienssertifikaat moet deur die Raad op versoek uitgereik word en deur die betrokke persoon as korrek gesertifiseer word.

(2) Die dienssertifikaat moet deur die werkgewer bewaar word tot die beëindiging van die werknemer se diens by hom en daarna moet hy op die sertifikaat die datum van diensbeëindiging, die beroep en loonskaal by diensbeëindiging daarop aanbring en dit aan die werknemer terugbesorg nadat dit deur die werkgewer onderteken is.

(3) Op die Vrydag van die week waarin 'n werknemer se diens beëindig is, moet die werkgewer aan die Raad 'n verslag stuur i.v.m. die diensbeëindiging (in die vorm van Aanhangsel B van hierdie Ooreenkoms) tesame met alle verlofbetalings aan die werknemer verskuldig kragtens die bepalings van klousule 11 (2) of (3) van hierdie Ooreenkoms. Verlofbetalings is nie verskuldig of betaalbaar aan iemand wat uit sy werk gedros het nie.

(4) Die Raad is gemagtig om 'n dienssertifikaat in te trek as dit na uitreiking blyk dat dit onjuiste inligting bevat. Die Raad moet, nadat die juiste inligting verstrek is, 'n nuwe sertifikaat in plaas daarvan uitreik.

15. DIENSBEÏNDIGING.

(1) 'n Werkgewer of 'n werknemer moet—

(a) in die geval van 'n weekliks betaalde werknemer minstens een week skriftelik kennis gee van sy voorneme om die dienskontrak te beëindig; sodanige kennisgewing moet op die werknemer se gewone betaalag begin;

(b) in die geval van 'n maandeliks betaalde werknemer minstens twee weke skriftelik kennis gee van sy voorneme om die dienskontrak te beëindig; sodanige kennisgewing moet op die eerste of vyftiende dag van 'n kalendermaand begin.

(2) 'n Werkgewer of 'n werknemer kan die dienskontrak sonder kennisgewing beëindig deur in plaas van die kennisgewing minstens ondervormde bedrae aan die werknemer te betaal, of aan die werkgewer te betaal of te verbeur, na gelang van die geval—

(a) in die geval van 'n weekliks betaalde werknemer, een volle week se loon,

(b) in die geval van 'n maandeliks betaalde werknemer, twee weke se loon.

(3) Die bepalings van subklousules (1) en (2) hiervan raak nie die volgende nie—

(a) die reg van 'n werknemer of werkgewer om weens enige gegronde rede wat wetlik as voldoende erken word, die dienskontrak sonder kennisgewing te beëindig;

(b) 'n ooreenkoms tussen 'n werkgewer en werknemer wat voorsiening maak vir 'n tydperk van kennisgewing wat langer is as een week en in hierdie geval moet loon in plaas van kennisgewing diensooreenkomstig verhoog word; met dien verstande egter dat 'n werknemer wat gedurende 'n week op las van die werkgewer korttyd werk, sy dienskontrak te eniger tyd nadat sodanige opdrag gegee is, kan beëindig sonder om kennis te gee; met dien verstande dat in die geval van 'n inrigting waarin korttyd ingevolge die bepalings van klousule 6 gewerk word, 'n werknemer wie se diens ingevolge hierdie klousule deur sy werkgewer opgesê is 'n volle dag se betaling moet ontvang ten opsigte van elke dag gedurende die tydperk van diensopsegging waarop hy by sodanige inrigting aanwesig is en die hele dag vir werk beskikbaar is of ten opsigte waarvan hy deur die werkgewer in kennis gestel is dat sy diens nie nodig is nie.

(c) verbeurings of boetes wat wetlik ten opsigte van 'n werknemer wat van sy werk af wegloop, toegepas kan word.

4. Geen werkgewer kan 'n werknemer ontslaan weens die werknemer se afwesigheid van sy werk as gevolg van siekte nie, as die werkgewer binne drie dae na die aanvang van die siekte daarvan in kennis gestel is en sodanige kennisgewing vergesels is van 'n sertifikaat uitgereik deur 'n geneesheer van die siektebystandfonds wat benoem is kragtens klousule 26; met dien verstande dat as die tydperk van afwesigheid ses weke duur, die werknemer se diens *ipso facto* beëindig word.

(5) Die tydperk van diensopsegging mag nie saamval met en die diens mag ook nie opgesê word tydens 'n werknemer se afwesigheid met verlof wat ingevolge klousule 11 toegestaan is of met 'n tydperk van mitêre opleiding nie.

(6) Hierdie klousules nie op 'n werknemer wat vir 'n proef-tydperk van hoogstens twee weke in diens geneem is, van toepassing nie.

(c) The full name and residential address of the responsible manager.

(d) Section or sections of the Industry in which the establishment is engaged.

(e) Date of commencing operations.

(2) Written notification shall be sent by registered post to the Council by every employer of any alteration in respect of any details supplied in terms of sub-clause (1) of this clause, and such notification shall be given within 14 days of such alteration.

14. ENGAGEMENTS AND TERMINATIONS OF EMPLOYMENT.

(1) An employer shall not allow any person to commence work in his establishment until such person has produced a record of service card issued by the Council (which shall be in the form of Annexure A to this Agreement) specifying the experience, if any, the person has had; and such record of service card, shall be issued by the Council on request and shall be certified as correct by the person concerned.

(2) The record of service card shall be retained by the employer until the employee leaves his employ, whereupon he shall enter on the card the date of termination of employment and the occupation and rate of pay on termination, and return the card to the employee after signing it.

(3) On the Friday of the week during which an employee's services are terminated the employer shall forward to the Council a report of termination of service (which shall be in the form of Annexure B to this Agreement) together with any holiday pay due to the employee in terms of clause 11 (2) or (3) of this Agreement. Holiday pay shall not be due or payable to a person who has deserted from service.

(4) The Council shall have the power to withdraw any record of service card which is subsequently found to contain incorrect information. The Council shall, upon being furnished with the correct information, issue a fresh record card in lieu thereof.

15. TERMINATION OF SERVICE.

(1) An employer or an employee shall give in writing—

(a) in the case of a weekly paid employee, not less than one week's notice of his intention to terminate the contract of employment; such notice to commence on the employee's ordinary pay day;

(b) in the case of a monthly paid employee, not less than two weeks' notice of his intention to terminate the contract of employment; such notice to commence on the first or fifteenth day of a calendar month.

(2) An employer or employee may terminate the contract of employment without notice by paying to the employee, or paying or forfeiting to the employer as the case may be, in lieu of notice, an amount equal to not less than—

(a) in the case of a weekly paid employee, one full week's wages; and

(b) in the case of a monthly paid employee, two weeks' wages.

(3) The provisions of sub-clauses (1) and (2) hereof shall not affect—

(a) the right of an employee or employer to terminate the contract of service without notice for any good cause recognised by law as sufficient;

(b) any agreement between an employer and employee which provides for a period of notice longer than one week, in which event wages in lieu of notice shall be correspondingly increased; provided, however, that an employee who is working short-time in any week on the instruction of the employer may terminate his contract of service at any time after such instruction has been given, without giving notice; provided that, in the case of an establishment in which short-time is being worked in terms of Clause 6, an employee, who has been given notice by his employer in terms of this sub-clause, shall be paid a full day's pay, in respect of every day during the period of such notice, upon which he attends at such establishment and is available for work the whole day, or in respect of which he has been notified by the employer that his services will not be required;

(c) the operation of any forfeitures or penalties which, by law, may be applicable in respect of desertion by an employee.

(4) No employer shall dismiss any employee by reason of such employee's absence from work through illness if, within three days of commencement of such illness, the employer has been notified of such illness, and a certificate issued by a sick fund medical officer appointed in terms of clause 26 has been lodged with the employer; provided that if such absence continues for six weeks, the employee's services shall be *ipso facto* terminated.

(5) The period of notice shall not run concurrently with, nor shall notice be given, during an employee's absence on leave granted in terms of Clause 11 or any period of military training.

(6) This Clause shall not apply to an employee who is engaged on trial for a period not exceeding two weeks.

16. VRYSTELLINGS.

(1) Die Raad kan om 'n goeie en afdoende rede aan 'n persoon of ten opsigte van 'n persoon vrystelling van enige bepaling van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor die vrystelling van krag is; met dien verstande dat die Raad na goeddunke en na een week skriftlike kennisgewing aan die betrokke persoon 'n vrystellingsertifikaat kan herroep of 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 bepalings van hierdie klousule verleen is, 'n lisensie deur hom onderteken, uitreik met vermelding van—

- (a) die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ooreenkomstig die bepalings van subklousule (2) van hierdie klousule vasgestel is, waaraan sodanige vrystelling onderworpe is; en
 - (d) die tydperk waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle lisensies wat uitgereik word in volgorde nommer;
 - (b) 'n afskrif van elke lisensie wat uitgereik word, behou;
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n afskrif van die lisensie aan die betrokke werkgewer stuur; en
 - (d) 'n afskrif van elke lisensie wat uitgereik word aan die Afdelingsinspekteur van Arbeid, Posbus 940, Durban, stuur.
- (5) Elke werkgewer moet die bepalings van enige vrystellingslisensie wat ingevolge hierdie klousule uitgereik is, nakom.

17. PERSONE ONDER DIE OUDERDOM VAN 15 JAAR.

Geen werkgewer mag 'n persoon onder die ouderdom van 15 jaar in diens hê nie.

18. RAADSFONDS.

Die Raadsfonds is onder die kuratorskap en die beheer van die Raad en word op die volgende wyse opgebou:—

Elke werkgewer moet weekliks twee pennies van die verdienste van elkeen van sy werknemers aftrek, behalwe van kantoorwerkers, handelsreisigers en werknemers in 'n bestuurshoedanigheid, vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word. Die totale bedrag wat aldus afgetrek word, moet saam met 'n gelyke bedrag wat deur die werkgewer bygedra moet word en vergesel van 'n lys met gedetailleerde besonderhede van die bydraes opgestuur word sodat dit die Sekretaris van die Raad, Posbus 1331, Durban, uiterlik op die tiende dag na die einde van elke kalendermaand bereik.

19. INDIENSNEMING VAN LEDE VAN VAKVERENIGINGS.

(1) Geen lid van die werkgewersorganisasie mag 'n werknemer wat nie 'n lid van die vakvereniging is nie vir meer as twee weke in diens neem; met dien verstande dat sodanige persoon in aanmerking kan kom vir lidmaatskap en verder met dien verstande dat hierdie subklousule nie van toepassing is nie wanneer lidmaatskap van die vakvereniging na die mening van die Raad sonder 'n goeie en afdoende rede geweier is en die applikant die Raad binne dertig dae van sodanige weiering in kennis gestel het.

(2) Die bewys van lidmaatskap van die vakvereniging is die vertoning van 'n lidmaatskapkaart wat deur en met die magtiging van die vereniging uitgereik is.

(3) Elke werkgewer moet kragtens hierdie Ooreenkoms die bedrag van die weeklikse ledegeld wat deur die werknemers aan die vakvereniging betaalbaar is van die weekloon van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is en wat lid van die vakvereniging is, aftrek, en die bedrag wat aldus afgetrek is maandeliks en voor of op die tiende van elke maand saam met 'n lys van die name van die werknemers en die bedrae aan die Sekretaris van die Raad stuur, wat dit daarna aan die Sekretaris van die vakvereniging moet stuur.

(4) Hierdie klousule is nie op kantoorwerkers, handelsreisigers en werknemers in 'n bestuurshoedanigheid van toepassing nie.

(5) Die bepalings van hierdie klousule is nie vir die eerste jaar na die datum van 'n immigrant se binnekoms in die Unie van Suid-Afrika op hom van toepassing nie; met dien verstande dat wanneer die immigrant te eniger tyd na die eerste drie maande van die begin van sy diens in die nywerheid geweier het om op versoek van die vakvereniging lid daarvan te word, die bepalings van hierdie klousule onmiddellik van toepassing word; voorts met dien verstande dat hierdie klousule nie van toepassing is op 'n werknemer wat, na die mening van die Minister, 'n gegronde rede het waarom hy weier om lid van hierdie vereniging te word of te bly nie.

20. ORGANISASIE VAN WERKNEMERS.

(1) Elke werkgewer moet 'n persoon of persone aan wie magtiging deur die vakvereniging en die Raad skriftelik verleen is, toelaat om van tyd tot tyd sy inrigting gedurende die etenspouse binne te gaan met die doel om—

- (a) aangeleenthede van die vakvereniging met werknemers te bespreek;
- (b) nuwe lede te werf;
- (c) kennisgewings van die vakvereniging op te plak en te versprei.

16. EXEMPTIONS.

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

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

(3) 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 clause 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;
 - (d) a copy of each licence issued shall be forwarded to the Divisional Inspector of Labour, P.O. Box 940, Durban.
- (5) Every employer shall observe the provisions of any licence of exemption issued in terms of this clause.

17. PERSONS UNDER THE AGE OF 15 YEARS.

No employer shall employ any person under the age of 15 years.

18. COUNCIL FUNDS.

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

Each employer shall deduct twopence per week from the earnings of each of his employees (other than office employees, travellers and employees engaged in a managerial capacity), for whom minimum wages are prescribed in this Agreement. The total amount so deducted, together with an equal amount which shall be contributed by the employer, shall be forwarded together with a list detailing particulars of contributions, so as to reach the Secretary of the Council, P.O. Box 1331, Durban, not later than ten days after the end of each calendar month.

19. EMPLOYMENT OF TRADE UNION LABOUR.

(1) No member of the employers' organization shall give employment for a period longer than two weeks to any person who is not a member of the trade union, provided such person is eligible for membership and provided further that this sub-clause shall not apply where, in the opinion of the Council, membership of the union has been refused without good and sufficient cause, and the applicant has reported such refusal to the Council within thirty days.

(2) Proof of membership of the trade union shall be the production of a membership card issued by and on the authority of the union.

(3) Every employer shall, by the authority of this Agreement, deduct from the weekly wages of each of his employees affected by this Agreement, who is a member of the union, the amount of weekly subscription payable by such employees to the trade union, and shall forward the amount thus deducted month by month, and not later than the tenth day of each month, together with a list showing the names of the employees and the amounts to the Secretary of the Council, who shall in turn forward same to the Secretary of the trade union.

(4) This clause shall not apply to office employees, travellers or employees engaged in a managerial capacity.

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

Provided further that this clause shall not apply where an employee, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the trade union.

20. ORGANIZATION OF EMPLOYEES.

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

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

21. AGENTE.

(1) Die Raad moet een of meer bepaalde persone aanstel as agente om met die toepassing van die bepalinge van hierdie Ooreenkoms te help. Die agent het die reg om—

- 'n perseel of plek waar die klerasienuwerheid uitgeoef word binne te gaan, te inspekteer en te ondersoek op enige tyd wanneer hy rede het om te veronderstel dat iemand daarin in diens is;
- elke werknemer wat hy op of by die perseel of plek aantref, na goeëdunke, alleen of in teenwoordigheid van 'n ander persoon mondelings te ondervra met betrekking tot sake aangaande hierdie Ooreenkoms en hom te verplig om die vrae wat gestel word, te beantwoord;
- te eis dat enige kennisgewing, boek, lys of dokument wat ingevolge hierdie Ooreenkoms gehou, vertoon of opgestel moet word, deur 'n werkgewer getoon word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak;
- te eis dat alle aantekeninge van tyd wat gewerk is, betaallstate, boeke of dokumente waarin verslag gehou word van die tyd waarin werk verrig is of van die werklike lone of skale, hetsy vir stukwerk of andersins, betaal aan enige werknemer wie se lone in hierdie Ooreenkoms bepaal is, getoon word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak;

(2) Wanneer die agent sodanige plek binnegaan, inspekteer of ondersoek, kan hy 'n tolk met hom saamneem.

(3) Elke werkgewer en werknemer vir wie die bepalinge van hierdie Ooreenkoms bindend is, moet die agent al bogenoemde fasiliteite verleen.

22. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale op 'n plek in sy inrigting wat vir sy werknemers maklik toeganklik is in die vorm wat in die regulasies ingevolge die Wet voorgeskryf is, vertoon.

23. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing van die Ooreenkoms verantwoordelik is en kan vir die leiding van die werkgewers en werknemers menings uitspreek wat nie met die bepalinge daarvan strydig is nie.

24. VERTEENWOORDIGERS VAN VAKVERENIGINGS OP DIE RAAD.

Elke werkgewer moet aan elkeen van sy werknemers wat 'n verteenwoordiger van die Raad is alle redelike fasiliteite verleen om sy pligte in verband met die werk van die Raad na te kom.

25. WERKENDE EIENAARS EN/OF WERKENDE VENNOTE.

Werkende eienaars en/of werkende vennote wat vervaardigings-werksaamhede in die klerasienuwerheid verrig moet die werkure soos bepaal in klousule 8 van hierdie Ooreenkoms nakom.

26. SIEKTEBYSTANDSFONDS.

(1) Die fonds word in stand gehou uit heffings kragtens die bepalinge van subklousule (3) hiervan.

(2) Binne twee weke na die indiensneming van 'n werknemer by die nywerheid, moet hy hom met die oog op 'n mediese ondersoek by een van die fonds se dokters aanmeld en die vorm invul soos aangetoon in Aanhangsel C hiervan met vermelding van sy gesondheidstoestand in die verlede. Die bestuurskomitee, genoem in subklousule 6 (a), kan daarna weier om aan so 'n werknemer die bystand te verleen vir ongesteldheid wat te wyte is aan 'n chroniese kwaal; met dien verstande dat 'n werknemer by die Raad in hoër beroep kan gaan, wie se uitspraak i.v.m. so 'n uitsluiting beslissend is.

(3) 'n Werkgewer moet weekliks van die loon van elke werknemer vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en wat gedurende 'n week gewerk het, afgesien van die tyd wat gewerk is, die volgende aftrek:—

Weekliks.
s. d.

- | | |
|--|-----|
| (i) In die geval van 'n werknemer wie se basiese loon-skaal hoogstens £1. 10s. per week is. | 0 3 |
| (ii) In die geval van 'n werknemer wie se basiese loon-skaal meer as £1. 10s., maar hoogstens £3. 10s. per week is. | 0 6 |
| (iii) In die geval van 'n werknemer wie se basiese loon-skaal meer as £3. 10s. per week is. | 0 9 |

(4) By die totale bedrag wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maandeliks opstuur sodat dit die Sekretaris van die fonds, Posbus 1331, Durban, voor of op die tiende dag na die einde van elke kalendermaand bereik, saam met 'n lys wat die name van die werknemers en die bedrae bevat.

(5) Die fonds stel hom ten doel om gedurende tydperke van siekte mediese bystand, medisyne en siektebetaling aan werknemers te verskaf.

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

21. AGENTS.

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

- enter, inspect and examine any premises or place in which the Clothing Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
- orally examine either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place, and require such employee to answer the questions put;
- require the production by an employer of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and inspect, examine and copy the same;
- require the production of, inspect, examine and copy all records of time worked; pay-sheets, books or documents wherein an account is kept of time worked or actual wages, or rates whether by piece or not, paid to any employee whose wages are fixed by this Agreement.

(2) Any agent when entering, inspecting or examining any such place, may take with him an interpreter.

(3) Every employer and employee upon whom the provisions of this Agreement are binding shall grant to any agent all the facilities referred to above.

22. EXHIBITION OF AGREEMENT.

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

23. ADMINISTRATION OF AGREEMENT.

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

24. TRADE UNION'S REPRESENTATIVES OF THE COUNCIL.

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

25. WORKING PROPRIETORS AND/OR WORKING PARTNERS.

Working proprietors and/or working partners engaged in manufacturing operations in the Clothing Industry shall observe the working hours laid down in clause 8 of this Agreement.

26. SICK BENEFIT FUND.

(1) The fund shall be maintained from levies in terms of sub-clause (3) hereof.

(2) Within two weeks of an employee entering the Industry he shall present himself to one of the Fund's medical officers for a medical examination and shall complete form shown in Annexure C hereto, giving his past medical history. The Management Committee mentioned in sub-clause (6) (a) may thereafter, exclude such employee from receiving benefits for any illness due to a chronic ailment; provided that an employee may appeal against such exclusion to the Council whose decision shall be final.

(3) An employer shall deduct each week from the wages of each employee for whom minimum wages are prescribed in this Agreement, and who has worked during any week irrespective of the time so worked—

Per Week.
s. d.

- | | |
|---|-----|
| (i) In the case of an employee whose basic wage rates do not exceed £1. 10s. per week. | 0 3 |
| (ii) In the case of an employee whose basic wage rates are over £1. 10s. per week but do not exceed £3. 10s. per week. | 0 6 |
| (iii) In the case of an employee whose basic wage rates exceed £3. 10s. per week. | 0 9 |

(4) To the aggregate amount so deducted, the employer shall add a like amount and forward month by month so as to reach the Secretary of the Fund, P.O. Box 1331, Durban, not later than ten days after the end of each calendar month, the total sum together with a list showing the names of the employees and the amounts.

(5) The fund shall be applied to provide employees with medical treatment, medicine and sick pay in case of illness.

(6) (a) Die fonds moet beheer word deur 'n bestuurskomitee wat bestaan uit een verteenwoordiger elk van die werkgewers en werknemers, deur die Raad benoem, en hulle kan regulasies opstel wat nie met die bepalinge van hierdie klousule strydig is nie.

(b) Alle besluite van die bestuurskomitee is aan die goedkeuring van die Raad onderworpe.

(7) Vir die doel van bystand beteken siekte 'n ongesteldheid, kwaal of siekte met inbegrip van bevalling van vroue wat nie vir die bevallingsstoelae kragtens die Werkloosheidsversekeringswet, 1946, soos gewysig, in aanmerking kom nie, maar nie geslagsiektes en 'n ongesteldheid, kwaal of siekte nie wat—

(i) aan wangedrag of buitensporige gebruik van drank of bedwelmende middels toegeskryf kan word; en

(ii) 'n ongeval, ongesteldheid of siekte waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is.

(8) Betaling van bystand is onderworpe aan die vertoon van 'n mediese sertifikaat wat deur een van die Siektebystandfonds se geneesheer onderteken is, en die bestuurskomitee het die reg om die persoon, wat op bystand aanspraak maak, te verplig om hom deur die fonds se geneesheer te laat ondersoek as die komitee dit gelas.

(9) 'n Werknemer wat vir 13 weke tot die fonds bygedra het, is behoudens die bepalinge van subklousules (7) en (8) hiervan geregtig op die volgende bystand gedurende die geldigheid van hierdie Ooreenkoms; met dien verstande dat die kreditsaldo van die fonds minstens £100 is—

(a) vrye mediese behandeling (behalwe chirurgiese behandeling en bevallingsgevalle, uitgesonderd waar dit geheel of gedeeltelik deur die bestuurskomitee goedgekeur word, en geslagsiektes) deur 'n geneesheer(here) wat deur die bestuurskomitee aangestel is;

(b) vrye medisyne volgens 'n preskripsie van die fonds se geneesheer(here); met dien verstande dat die preskripsie berei word deur 'n apteker (aptekers) wat deur die bestuurskomitee genoem is, of deur die kliniek van die Siektebystandfonds;

(c) siektebetaling na vier agtereenvolgende werkdade afwesigheid van werk weens siekte, op die volgende basis:—

	Weekliks. £ s. d.
(i) Bydraers ingevolge klousule (3) (i) van hierdie klousule.....	0 12 6
(ii) Bydraers ingevolge klousule (3) (ii) van hierdie klousule.....	1 5 0
(iii) Bydraers ingevolge klousule (3) (iii) van hierdie klousule.....	1 17 6

vir die duur van die siekte, maar nie vir meer as agt weeklikse betalings nie; met dien verstande dat as 'n bydraer weens siekte vir langer as agt weke nie in staat is om te werk nie, verdere bystand na die goeddunke van die bestuurskomitee verleen kan word met behoorlike inagneming van die persoonlike omstandighede van die bydraer of sy afhanklikes, en dat sodanige verdere bystand in geen week hoër as die onderskeie weeklikse bedrag vir elke klas is nie;

(d) bystand is nie kumulatief nie en geen bydraer kan in 'n kringloop van een jaar, bereken van die datum af waarop die bydraer sy bydraes aan die fonds begin, vir 'n langer tydperk as wat in hierdie subklousule voorgeskryf word, bystand betaal word nie.

(10) (a) Alle gelde wat deur die fonds ontvang word, moet in 'n spesiale bankrekening gestort word.

(b) Surplusgeld in hierdie fonds kan by 'n goedgekeurde bougenootskap op deposito geplaas of in Unie-leningstifikate belê word op voorwaarde dat genoeg geld in likwiede vorm beskikbaar gehou word dat die bestuurskomitee in staat kan wees om, wanneer dit vereis word, sy aanspreeklikheid onmiddellik na te kom.

(11) Alle betalings uit die fonds moet per tjek gedoen word, wat op die fonds se rekening getrek word. Al die tjeks moet deur 'n gemagtigde lid van die bestuurskomitee geteken en deur die Sekretaris mede-onderteken word.

(12) 'n Openbare rekenmeester wat deur die Raad aangestel moet word en wie se honorarium deur die Raad vasgestel word, moet die rekenings van die fonds jaarliks ouditeer, en nie later nie as 31 Januarie van elke jaar 'n staat opstel wat die volgende aantoon:—

(a) Alle gelde wat ontvang is—

(i) ingevolge subklousule (3) hiervan; en

(ii) uit ander bronne;

(b) uitgawes wat onder alle hoofde aangegaan is gedurende die twaalf maande wat die voorafgaande 31 Desember geëindig het, saam met 'n balansstaat wat die bates en laste van die fonds aantoon.

Die rekenmeester se staat en balansstaat moet daarna ter insae in die Raad se hoofkantoor lê en 'n afskrif daarvan moet binne drie maande na die einde van die tydperk wat dit dek aan die Nywerheidsregistrator gestuur word.

(13) Ingeval hierdie Ooreenkoms deur verloop van tyd of weens 'n ander oorsaak verstryk, moet die bestuurskomitee aanhou om die fonds te beheer totdat dit of gelikwiede of deur die Raad oorgedra is aan 'n ander fonds wat gestig word vir dieselfde doel as dié waarvoor die oorspronklike fonds gestig is.

(6) (a) The fund shall be administered by a Management Committee consisting of one representative each from the employers and employees appointed by the Council, who may make regulations not inconsistent with the provisions of his clause.

(b) All the decisions of the Management Committee shall be subject to ratification by the Council.

(7) For the purpose of benefits, sickness shall mean any illness, affliction or disease including confinement of females who are not eligible for confinement allowance in terms of the Unemployment Insurance Act, 1946, as amended, but excluding venereal disease and illness, affliction or disease which is—

(i) attributable to misconduct or excessive indulgence in intoxicating liquors or drugs; and

(ii) any accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941.

(8) Payment of benefits shall be subject to the production of a medical certificate signed by one of the sick fund's medical officers, the Management Committee to have the right to require the claimant for benefits to submit himself to such of the fund's medical officers as it may direct.

(9) An employee who has contributed to the fund for 13 weeks shall, subject to the provisions of sub-clauses (7) and (8) hereof, be entitled to the following benefits during the currency of this Agreement; provided that the amount standing to the credit of the fund is not less than £100:—

(a) Free medical attention (excluding surgical treatment and maternity cases, save where these are approved in whole or in part by the Management Committee, and venereal diseases) by medical officer(s) appointed by the Management Committee;

(b) free medicine when prescribed by the fund's medical officer(s); provided that such are made up by a chemist(s) specified by the Management Committee, or the Sick Fund Clinic;

“(c) sick pay after four consecutive working days' absence from work through illness, on a basis not less than:—

	Per Week. £ s. d.
(i) Contributors under sub-clause (3) (i) of this clause.....	0 12 6
(ii) Contributors under sub-clause (3) (ii) of this clause.....	1 5 0
(iii) Contributors under sub-clause (3) (iii) of this clause.....	1 17 6

for the period of his illness, but not exceeding eight weekly payments; provided that when a contributor is unable to work on account of illness for a period of more than eight weeks, further benefits may be paid at the discretion of the Management Committee, due regard being given to the individual circumstances of the contributor or his dependants, such additional benefits not to exceed in any one week the respective weekly amounts of each class;”

(d) benefits shall not be cumulative and no contributor shall in any cycle of one year, calculated from the date on which such contributor commenced contributing to the fund, be paid benefits for a longer period than that prescribed in this sub-clause.

(10) (a) All moneys received into the fund shall be deposited in a special banking account.

(b) Surplus money in this fund shall be placed on deposit with an approved building society or may be vested in Union Loan Certificates; provided sufficient money is kept in such liquid form as will enable the Management Committee to meet its liabilities immediately it is called upon to do so.

(11) All payments out of the fund shall be by cheque, drawn on the fund's account. All such cheques shall be signed by an authorised member of the Management Committee and countersigned by the Secretary.

(12) A public accountant, who shall be appointed by the Council, and whose remuneration shall be decided by the Council, shall audit the accounts of the fund annually and, not later than the 31st January in each year, prepare a statement showing—

(a) all moneys received—

(i) in terms of sub-clause (3) hereof; and

(ii) from any other sources;

(b) expenditure incurred under all headings for the twelve months ended 31st December preceding, together with a balance sheet showing the assets and liabilities of the fund.

The accountant's statement and balance sheet shall thereafter lie for inspection at the head office of the Council and a copy thereof be transmitted to the Industrial Registrar within three months after the close of the period covered by it.

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

(14) Ingeval die Raad ontbind of ophou met werk gedurende die tydperk waarin hierdie Ooreenkoms van krag is ingevolge klousule vier-en-dertig (2) van die Wet, moet die bestuurskomitee die fonds verder administreer en die lede van die Komitee wat op die datum dien waarop die Raad ophou met werk of ontbind word, moet vir sodanige doeleindes as lede daarvan beskou word, met dien verstande, egter, dat enige vakature wat op die komitee ontstaan deur die Minister gevul kan word deur werkgewers, of na gelang van die geval deur werknemers in die nywerheid, ten einde van 'n gelyke aantal werkgewers- en werknemersverteenoordigers en van plaasvervangers in die lidmaatskap van die komitee verseker te wees. Ingeval die komitee nie in staat is nie of onwillig is om sy pligte te vervul of wanneer staking van stemme op die komitee ontstaan wat die beheer van die fonds na die mening van die Minister ondoenlik of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die komitee se pligte na te kom, wat vir sodanige doeleindes alle bevoegdhede van die komitee moet besit. By verstryking van hierdie Ooreenkoms moet die fonds deur die komitee of na gelang van die geval, deur die kuratore gelikwiede word op die wyse in subklousule (15) van hierdie klousule uiteengesit, en wanneer die Raad se sake by sodanige verstryking beredder en sy bates verdeel is, moet die balans van hierdie fonds verdeel word soos voorgeskryf in klousule vier-en-dertig (4) van die Wet, asof dit deel van die algemene fonds van die Raad vorm.

(15) By likwidasië van die fonds ooreenkomstig subklousule (13) van hierdie klousule, moet die gelde wat tot krediet van die fonds oorskiet na betaling van alle eise teen die fonds, met inbegrip van administratiewe en likwidasiëkoste, aan die fonds van die Raad betaal word.

(16) Alle administratiewe koste, bank- en ouditeerkoste is 'n las teen die fonds.

(17) Hierdie klousule is nie op kantoorwerkers, handelsreisigers of werknemers in 'n bestuurshoedanigheid van toepassing nie.

(18) Die Bestuurskomitee van die Siektefonds het die reg om enige werknemer wat na sy mening misbruik van die voorregte van die Fonds gemaak het, uit te sluit van al die bepalings van hierdie klousule; met dien verstande dat 'n werknemer teen sodanige uitsluiting kan appelleer na die Raad wie se beslissing finaal is.

27. VERSEKERING VAN LONE IN DIE GEVAL VAN BRAND.

Elke werkgewer moet by 'n geregistreerde versekeringsmaatskappy 'n versekeringspolis uitneem wat daarvoor voorsiening maak om aan alle werknemers wat weens 'n brand in verband met die werkgewer se onderneming nie werk het nie, die bedrag van twee weke se lone te betaal in die geval van werknemers wat anders as by die maand betaal word, en die helfte van die maandloon in die geval van werknemers wat by die maand betaal word. Die opbrengs van sodanige polis gaan oor op die Raad en moet aan die betrokke werknemers uitbetaal word volgens die werklike hoeveelheid tyd wat verloor is, met 'n maksimum van twee weke se lone of die helfte van die maandloon na gelang van die geval.

Namens die partye hede die 6de dag van Mei 1960 onderteken in Durban.

E. R. SAVAGE,
Voorsitter van die Raad.

J. C. BOLTON,
Ondervoorsitter van die Raad.

BRUCE BRINTON,
Sekretaris van die Raad.

(14) 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 (15) 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.

(15) Upon liquidation of the fund in terms of sub-clause (13) 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.

(16) All administrative charges, banking and audit charges, shall be a charge upon the fund.

(17) This clause shall not apply to office employees, travellers or employees engaged in a managerial capacity.

(18) The Sick Fund Management Committee shall have the right to exclude from all the provisions of this clause any employee who, in its opinion, has abused the privileges of the Fund, provided that an employee may appeal against such exclusion to the Council, whose decision shall be final.

27. INSURANCE OF WAGES IN THE CASE OF FIRE.

Every employer shall take out and keep in force a policy of insurance with a registered insurance company, which shall provide for payment to all employees who are deprived of work through fire connected with the employer's undertaking, for the amount of two weeks' wages in the case of employees paid otherwise than by the month and half the monthly wage in the case of employees paid by the month. The proceeds of any such policy shall vest in the Council and shall be paid out to the employees concerned according to the actual amount of time lost with a maximum of two weeks' wages or one-half the monthly wage, as the case may be.

Signed at Durban on behalf of the parties, this 6th day of May, 1960.

E. R. SAVAGE,
Chairman of the Council.

J. C. BOLTON,
Vice-Chairman of the Council.

BRUCE BRINTON,
Secretary of the Council.

Aanhangsel A.

NAAM _____

ADRES _____

No. _____

VERSLAG VAN ONDERVINDING.

Totaal van vorige ondervinding.			As korrek gesertifiseer.	Naam van firma.	Aanvangsdatum.	Beroep.	Loon-skaal.	Aange-teken deur.	Datum van uit-treding uit diens.	Beroep.	Loon-skaal.	Rede vir uit-treding uit diens.	Aangeteiken deur.
Jaar.	Mde.	Dae.											

Opmerkings _____

SIEKTEBYSTANDSFONDS.

No. _____

Betalingsjaar.									Bystand.		
						Datum.	Bedrag.	Handtekening.	Datum.	Bedrag.	Handtekening.
Januarie.....											
Februarie.....											
Maart.....											
April.....											
Mei.....											
Junie.....											
Julie.....											
Augustus.....											
September....											
Oktober.....											
November....											
Desember.....											

NAME _____

Annexure A.

ADDRESS _____

No. _____

RECORD OF EXPERIENCE.

Total Previous Experience.			Certified Correct.	Name of Firm.	Date of Starting.	Occu- pation.	Rate of Pay.	Recor- ded by.	Date of Leaving.	Occu- pation.	Rate of Pay.	Reason Leaving.	Recorded by.
Years.	Mths.	Days.											

Remarks _____

NAME _____

No. _____

SICK BENEFIT FUND.

Payments year.									Benefits.		
						Date.	Amount.	Signature.	Date.	Amount.	Signature.
January.....											
February.....											
March.....											
April.....											
May.....											
June.....											
July.....											
August.....											
September....											
October.....											
November....											
December.....											

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL).

Telefoon 2-0682 en 6-1847.
Posbus 1331.

Albertstraat 77,
Durban.

Datum _____

VERSLAG VAN DIENSBEEINDIGING.

Fabriek _____

Week eindigende _____

Stuur hierdie vorm saam met die vakansiebetaling wat verskuldig is aan die Kantoor van die Raad op die Vrydag van dié week waarin die werknemer se diens beëindig word.

No.	Werknemer se naam.	Datum.		Dienstydperk.			Beroep.	Loon-skaal.	Redes vir uit-treding uit diens.*	Vakansiebeta-ling verskuldig.			Opmerkings.
		Van aan-vang.	Van uit-treding uit diens.	Jaar.	Mde.	Dae.				£	s.	d.	

- * 1. Bedanking.
2. Vermindering van personeel.
3. Sonder kennisgewing weg.
4. Ontslaan.

Handtekening van firma _____

Annexure B.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL).

Phones 2-0682 and 6-1847.
P.O. Box 1331.

77 Albert Street,
Durban.

Date _____

REPORT OF TERMINATIONS OF SERVICE.

Factory _____

Week Ending _____

Forward this Form, together with any Holiday Pay due, to the Office of the Council on the Friday of the week the employees' services are terminated.

No.	Employee's Name.	Date.		Period of Employ-ment.			Occu-pation.	Rate of Pay.	* Reason for Leaving.	Holiday Pay.			Remarks.
		of Starting.	of Leaving.	Yrs.	Mths.	Days.				£	s.	d.	

- * 1. Resignation.
2. Reduction of staff.
3. Left without notice.
4. Discharged.

Signature of Firm _____

Aanhangsel C.

No. _____

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL).

Telefoon: 2-0682/6-1847.
Posbus 1331.

Albertstraat 77,
Durban, Natal.

Naam _____

Geboortedatum _____

Getroud of ongetroud _____

GESONDHEIDSVERSLAG.

(Antwoord: „ja” of „nee”.)

Ly u aan, of het u al gely aan enigeen van die onderstaande kwale:—

1. Asma _____
2. Suikersiekte _____
3. Disenterie _____
4. Stuipe _____
5. Rumatiek _____

6. Huidsiectes _____
7. Tuberkulose _____
8. Bilharzia _____
9. L.M.P. _____
10. Platvoete _____

ONDERSOEK.

Gewig _____ lb.
Lange _____
Hart _____
Beweegbaarheid van litte _____
Besonderhede in verband met—

Niere (1) Suiker _____
(2) Albumien _____
Gesig _____
Gehoer _____

- (1) Vorige beserings of operasies _____
(2) Gebreke of kwale wat applikant vir diens ongeskik maak _____
(3) Enige chroniese kwaal _____
(4) Ander bevindings _____

Datum _____

(Onderteken) _____

Geneesheer.

VERKLARING.

Hiermee verklaar ek dat ek al die vrae wat aan my deur die fonds se geneesheer gestel is, op 'n betroubare wyse beantwoord het, en verklaar voorts dat ek goeie gesondheid geniet en in die verlede nooit weens fisiese of verstandelike ongeskiktheid my werk opgegee het nie.

Datum _____

Onderteken _____

In my teenwoordigheid _____

Opmerkings van Bestuurskomitee _____

Opmerkings van Raad _____

Annexure C.

No. _____

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL).

Telephone 2-0682/6-1847.
P.O. Box 1331.77 Albert Street,
Durban.Name _____
Date of Birth _____ Married or Single _____

MEDICAL HISTORY.

(Answer "Yes" or "No".)

Do you, or have you suffered from any of the following:—

- | | |
|---------------------|-----------------------|
| 1. Asthma _____ | 6. Skin disease _____ |
| 2. Diabetes _____ | 7. Tuberculosis _____ |
| 3. Dysentery _____ | 8. Bilharzia _____ |
| 4. Fits _____ | 9. L.M.P. _____ |
| 5. Rheumatism _____ | 10. Flat feet _____ |

EXAMINATION.

Weight _____ lb.	Kidneys (1) Sugar _____
Lungs _____	(2) Albumen _____
Heart _____	Vision _____
Mobility of joints _____	Hearing _____

Details of:—

- | |
|---|
| (1) Previous injuries or operations _____ |
| (2) Defects or ailments which would render applicant unfit for employment _____ |
| (3) Any Chronic Ailment _____ |
| (4) Other Findings _____ |

Date _____ (Signed) _____ M.O.

DECLARATION.

I hereby declare, that I have truthfully answered all questions put to me by the Fund's Medical Officer, and declare that I am in good health and have not previously relinquished my employment on account of physical or mental disability.

Date _____ Signed _____

Before me _____

Remarks of Management Committee _____

Remarks of Council _____

No. 1016.]

[8 Julie 1960.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

KLERASIENYWERHEID, NATAL.

Namens die Minister van Arbeid verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens sub-artikel (1) van artikel twee-en-twintig van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Klerasienywerheid, Natal, gepubliseer by Goewermentskennisgewing No. 1015 van 8 Julie 1960 oor die algemeen vir persone wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 1016.]

[8 July 1960.]

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941, AS AMENDED.

CLOTHING INDUSTRY, NATAL.

On behalf of the Minister of Labour I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Clothing Industry, Natal, published under Government Notice No. 1015 of the 8th July, 1960, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

DIT BETAAL U OM TE SPAAR!

SPAAR

- ★ VIR U FAMILIE SE TOEKOMS!
- ★ VIR U EIE HUIS!
- ★ VIR U AFTREDE!
- ★ VIR ALLE GEVALLE VAN NOOD!

POSSPAARBANK

Die Posspaarbank verdien 3% rente op die maandelikse balans, waarvan tot £50 per jaar van die rente van *Inkomstebelasting Vrygestel* is.

Die eerste belegging hoef nie meer as 1/- te wees nie. So 'n rekening is baie handig in tye van nood of wanneer met vakansie, omdat stortings en terugvorderings by enige Poskantoor in die Unie gedoen kan word.

Nie meer as £2,000 mag gedurende 'n boekjaar deur een persoon ingelê word nie.

IT PAYS YOU WELL TO SAVE!

SAVE

- ★ FOR YOUR FAMILY'S FUTURE!
- ★ FOR YOUR OWN HOME!
- ★ FOR YOUR RETIREMENT!
- ★ FOR ALL EMERGENCIES!

POST OFFICE SAVINGS BANK

The Post Office Savings Bank earns 3% interest on the monthly balance, of which interest up to £50 per annum is *Free of Income Tax*.

The first deposit need be no more than 1/-. Such an account is very handy in times of emergency or when on holiday, as deposits or withdrawals can be made at any Post Office in the Union.

Not more than £2,000 may be deposited by one person during a financial year.