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11 OKTOBER

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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1581.] [11 October 1963.
INDUSTRIAL CONCILIATION ACT, 1956.

CLOTHING INDUSTRY, EASTERN PROVINCE.

MAIN AGREEMENT.

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 all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th June, 1965, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of paragraph (b) of the sub-section (1) of section forty-eight of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 7 (3) (f), 23, 24 and 25, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th June, 1965, 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 Port Elizabeth, King William's Town and East London; and
- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Magisterial Districts of Port Elizabeth, King William's Town and East London, and from the second Monday after the date of publication of this notice and for the period ending the 30th June, 1965, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 7 (3) (f), 23, 24 and 25, 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.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1581.] [11 Oktober 1963.
WET OP NYWERHEIDSVERSOENING, 1956.

KLERASHENYWERHEID, OOSTELIKE PROVINSIE.

HOOFOOREENKOMS.

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 al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1965 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 7 (3) (f), 23, 24 en 25, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1965 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of indiens is in genoemde Nywerheid in die landdrosdistrikte Port Elizabeth, King William's Town en Oos-Londen; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 7 (3) (f), 23, 24 en 25, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1965 eindig, in die landdrosdistrikte Port Elizabeth, King William's Town en Oos-Londen *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, EASTERN PROVINCE.

AGREEMENT

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

Eastern Province Clothing Manufacturers' Association

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

Garment Workers' Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of the Industrial Conciliation Act, 1956, and shall remain in force for a period expiring not later than 30th June, 1965, or such period as may be determined by him.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956;

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

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

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

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

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

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

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

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

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, OOSTELIKE PROVINSIE.

OOREENKOMS

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

Eastern Province Clothing Manufacturers' Association

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

Garment Workers' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Behoudens die bepalings van subklousule (2) hiervan, moet die bepalings van hierdie Ooreenkoms in die landdrosdistrikte Port Elizabeth, King William's Town en Oos-Londen nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat in die Klerasienywerheid betrokke is en deur al'e werknemers wat lede van die Vakvereniging is, wat in daardie Nywerheid werksaam is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(2) Die bepalings van hierdie Ooreenkoms is nie van toepassing nie op 'n bestuurder, voorvrou, voorman, toesghouer, ontwerper of klerk wat maandeliks besoldig word teen minstens die totale besoldiging wat in hierdie Ooreenkoms voorgeskryf word, vermenigvuldig deur vier en een derde, en wie se diensvoorwaardes onderstaande bepalings insluit:—

- Dat sy dienskontrak nie sonder 'n maand kennisgewing beëindig mag word nie;
- dat sy maandelike besoldiging nie as gevolg van korttydwerk, openbare vakansiedae sonder bepaling of tydperke van afwesigheid weens siekte van hoogstens 10 werkdade in 'n bepaalde jaar diens, behoudens die indiening van 'n geneeskundige sertifikaat indien die werkgewer dit vereis, verminder mag word nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens die bepalings van die Wet op Nywerheidsversoening, 1956, mag vasstel en bly van krag vir 'n tydperk wat voor of op 30 Junie 1965 verstryk, of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet. Waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"skoonmaak" die verwydering van vlekke, merke of vreemde voorwerpe van materiaal of kledingstukke en/of die verwydering van garingdrade;

"klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander vorm van klerklike werk verrig en ook 'n kassier en 'n telefonis;

"klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens vier jaar ondervinding;

"klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as vier jaar ondervinding;

"klerk, man, gekwalifiseer," 'n manlike klerk met minstens vyf jaar ondervinding;

"klerk, man, ongekwalifiseer," 'n manlike klerk met minder as vyf jaar ondervinding;

"Klerasienywerheid" of "Nywerheid" sonder om die gewone betekenis van die woord enigerwyse te beperk, kleremakery, die vervaardiging van alle soorte bo- en onderklere, met inbegrip van slaapklere, en alle soorte hoede, pette en dasse van tweed en linne, en die vervaardiging van alle soorte kledingstukke soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of plaaslike besture, uitgesonderd kleremakery-op-maat;

"Raad" die Nywerheidsraad vir die Klerasienywerheid, Oostelike Provinsie, wat ingevolge die Nywerheidsversoeningwet 1937, geregistreer is en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956;

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

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

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

"experience" means the total length of all periods of employment in the Industry of an employee in respect of whom wages are prescribed in this Agreement, and shall be deemed to be continuous from the time the employee enters his employer's service until the time such service is terminated; provided that an employee whose services are terminated at the end of his employer's working year and who resumes work with his former employer within fourteen days of the re-opening of the employer's factory shall be deemed to have worked continuously;

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

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

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

"hourly wage" means the total weekly wage divided by 42;
 "labourer" means an employee engaged wholly or mainly in one or more of the following occupations:—

- (a) Cleaning premises, vehicles, animals or machines or driving animal-drawn vehicles;
- (b) loading or unloading goods;
- (c) carrying goods or stacking;
- (d) packing goods for despatch or delivery, nailing up packing cases or sewing up bales;

"snyer" 'n werknemer wat kledingstukke of dele van kledingstukke uit 'n laag of lae materiaal uitsny deur middel van 'n elektriese, hand- of bandmes of 'n skêr;

"ontwerper" 'n werknemer wat ontwerpe en/of patrone maak;
 "bedryfsinrigting" 'n plek waarin 'n werksaamheid in verband met die Klerasienuwerheid verrig word;

"ondervinding" die totale lengte van alle dienstydsperke wat 'n werknemer ten opsigte van wie lone in hierdie Ooreenkoms voorgeskryf word, in die Nywerheid gehad het en wat geag word aaneenlopend te wees vanaf die tyd waarop die werknemer by sy werkgever in diens getree het tot die tyd waarop sodanige diens beëindig word; met dien verstande dat 'n werknemer wie se dienste beëindig word aan die einde van sy werkgever se werkjaar en wat binne veertien dae na die heropening van die werkgever se fabriek weer by sy vorige werkgever diens aanvaar, geag moet word vir 'n aaneenlopende tydperk te gewerk het;

"passer en/of afwerker" 'n werknemer wat 'n deel of dele van kledingstukke pasmaak en/of afwerk nadat dit deur die afwerker afgemerk is volgens die patroon wat die werkgever verskaf het en deur die snyer volgens fatsoen gesny is;

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

- (1) Kleefstof aan some, kante en ander dele van klerasie aanbring en 'n roller daarvoor rol (slegs vroulike werknemer);
- (2) versiersels of hegstukke met die hand of 'n pers aanbring;
- (3) voorskote sny;
- (4) permanente omslae vasstik;
- (5) knip in band van broeke aanheg en verskillende stukkes en brokkies met die hand vasnaai;
- (6) randverstywers aanheg;
- (7) belegsels aanheg wat reeds binne op hul plek vasgeryg is;
- (8) artikels in outomatiese rol- of vormperse voer of daaruit verwyder;
- (9) omboorsels plat stik;
- (10) mikvoerings in broeke plat stik;
- (11) onderkante met die hand omsoom;
- (12) kledingstukke opvou;
- (13) some in die produksieproses oopstryk en los boordjies stryk;
- (14) hanglissies met die hand maak en vasnaai;
- (15) oorgetrekte knope en/of gespes maak;
- (16) die plekke vir sakke, knope, lissies, hegstukke, pylmate, omslae, knoopsgate, some merk en dergelike voorbereidingswerk verrig vir verdere werksaamhede;
- (17) die halse van heme en onderklere volgens fatsoen afwerk en/of afwerk;
- (18) versiering (uitgesonderd stukgoedere) afmerk en/of met die hand sny volgens 'n bepaalde lengte of fatsoen;
- (19) materiaal wat voorheen uitgesny is, met 'n patroon merk en volgens fatsoen sny;
- (20) garingdrade met 'n masjien of met die hand afsny;
- (21) voltooide kledingstukke vasspeld;
- (22) agterlissies met die hand vasnaai;
- (23) rygdrade uittrek;
- (24) knope met die hand aanwerk;
- (25) seep aansmeer;
- (26) kledingstukke of dele van kledingstukke sorteer volgens die vereistes van die verskillende werksaamhede;
- (27) grootte, identiteits- of merknommers of ander besonderhede op kledingstukke of dele van kledingstukke en/of etikette stempel;
- (28) rygwerk verrig;
- (29) vlekke, merke of vreemde stof van materiaal en/of garingdrade verwyder;
- (30) voltooide kledingstukke met 'n handstrykyster oorstryk nadat dit deur 'n perser in die kleinkinder- en kinder-afdeling gepers is;
- (31) kappierende omkeer en pers;
- (32) die rande van kraagbelegsels, gordels, mansjette, klappe, sakke en/of oorklappe met die hand of 'n masjien omdraai of omkeer en kledingstukke of dele daarvan omkeer;
- (33) moue of broeke omkeer;
- (34) onderperswerk verrig;
- (35) plastiekklerasie aanmekaarsmelt;

"uurloon" die totale weekloon gedeel deur 42;

"arbeider" 'n werknemer wat geheel en al of hoofsaaklik een of meer van die volgende beroepe beoefen:—

- (a) Persle, voertuie, diere of masjiene of diervoertuie skoonmaak;
- (b) goedere op- of aflaai;
- (c) goedere dra of opstapel;
- (d) goedere vir versending of aflewering verpak, pakkiste toespyker of bale toewerk;

- (e) delivering letters, messages or goods on foot or by means of a foot or hand propelled vehicle;
- (f) making or maintaining fires or removing refuse or ashes;
- (g) mixing rubber solutions for rubberized garments;
- (h) fixing machine belts;
- (i) lubricating machines;

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

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

"machine serviceman" means an employee engaged in adjusting and/or maintaining machines and boilers in good repair;

"machinist" means an employee who performs any operation by sewing machine, and includes a tailor;

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

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

"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;

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

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

"part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver while in charge of the vehicle or on work connected with the vehicle or the load;

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

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

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

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

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

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

"tailor" means an employee engaged in all hand or machine operations relating to the production of men's outerwear, excluding the operations referred to in the definition of "plain-sewer";

- (e) briewe, boodskappe of goedere te voet of met 'n voet- of handaangedrewe voertuig aflewer;
- (f) vure maak en in stand hou of afval of as verwyder;
- (g) rubberoplossings meng vir kledingstukke met rubber-afwerking;
- (h) masjiendryfbande herstel;
- (i) masjiene smeer;

"laagmaker" 'n werknemer wat materiaal in lae rangskik voordat dit gesny en/of met poeier bestuif word deur middel van gepervoreerde patrone en/of dele van kledingstukke opmekaar pak;

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

"masjiendiensman" 'n werknemer wat masjiene en ketels in 'n werkende toestand hou en verstel;

"masjienwerker" 'n werknemer wat 'n werksaamheid deur middel van 'n naaimasjien verrig, en ook 'n kleremaker;

"merk" die afmerk van die posisie van sakke, knope, knoopsgate, lissies, hegstukke, pylnate, some, omslae en dergelike voorbereidingswerk vir verdere werksaamhede;

"merker" 'n werknemer wat die buitelyne van kledingstukke of lae kledingstukke afmerk deur middel van patrone wat deur die werkgever verskaf word en wat ook kledingstukke of lae kledingstukke met 'n elektriese, hand- of bandmes of 'n skêr mag uitsny en ook 'n werknemer wat patrone volgens 'n moederpatroon gradeer;

"militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge die bepaling van artikel *een-en-twintig* (1), gelees met subartikel (1) en (2) van artikel *twee-en-twintig*, van die Verdedigingswet, 1957, moet ondergaan maar uitgesonderd enige opleiding wat hy verkies om ingevolge artikel *drie-en-twintig* van genoemde Wet te ondergaan of enige ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan;

"motorvoertuigbestuurder" of "bestuurder van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie omskrywing beteken "n motorvoertuig bestuur" ook alle tydperke waarin daar bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die motorvoertuig of die vrag en alle tydperke waarin hy op sy pos moet bly, gereed om te bestuur;

"okkupeerder" die persoon wat belas is met die algemene bestuur van en beheer oor die werkwinkel, en as daar twee of meer sodanige persone is, word al sodanige persone bedoel;

"deeltydse bestuurder van 'n motorvoertuig" 'n werknemer wat gewoonlik ander werksaamhede verrig as om 'n motorvoertuig te bestuur maar wat op meer as twee dae in 'n week wel 'n motorvoertuig bestuur vir altesaam hoogstens drie uur op sodanige dag, en vir die toepassing van hierdie omskrywing beteken "n motorvoertuig bestuur" ook alle tydperke waarin daar bestuur word en alle tyd deur die bestuurder bestee terwyl hy vir die voertuig verantwoordelik is of bestee aan werk in verband met die voertuig of die vrag;

"stukwerk" 'n stelsel waarvolgens die besoldiging bereken word volgens die hoeveelheid of omvang van die werk wat verrig is;

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

- (a) Voerings of some wat alreeds op hul plek vasgeryg is, plat stik;
- (b) krae, skouers of armholtes plat stik;
- (c) lyfbandvoerings of dele daarvan plat stik;

"premies", sonder om die gewone betekenis van die woord enigerwyse te beperk, enige teenprestasie, van watter aard ook al, wat vir die opleiding van 'n werknemer gelewer word;

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

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

"kleremaker" 'n werknemer wat alle hand- of masjienwerk verrig in verband met die vervaardiging van boklere vir mans, uitgesonderd die werksaamhede genoem in die omskrywing van "gewone naaldwerker";

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

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

"unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor cycle, motor scooter or autocycle fitted with an auxiliary engine with an engine capacity exceeding 50 c.c. the unladen weight shall be deemed not to exceed 1,000 lb.;

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

(2) For the purpose of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

4. WAGES AND COST OF LIVING ALLOWANCES.

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

"teemaakster" of "teemaker" 'n werknemer wat geheel en al of hoofsaaklik gebruik word om tee of dergelike drankte te berei;

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

"onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos aangeteken in 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat regtens daartoe gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik; met dien verstande dat in die geval van 'n twee- of driewielige motorfiets, bromponie of outofiets of fiets met 'n hulpmotor van meer as 50 cc, die onbelaste gewig geag word nie meer as 1,000 lb. te wees nie;

"werkwinkel" 'n perseel waarin een of meer werknemers werksaamhede in die Nywerheid verrig.

(2) Vir die toepassing van hierdie Ooreenkoms, word 'n werknemer geag in daardie klas te wees waarin hy geheel en al of hoofsaaklik werksaam is.

4. LONE EN LEWENSKOSTETOELAES.

(1) Geen weekloon wat laer as die volgende totale basiese loon en lewenskostetoelae is, mag deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:—

Occupation.	Magisterial Districts of Port Elizabeth and East London.			Magisterial District of King William's Town.		
	Basic Wage.	Cost of Living.	Total per Week.	Basic Wage.	Cost of Living.	Total per Week.
	R	R	R	R	R	R
(a) Designer:—						
Qualified.....	22.22	14.67	36.89	21.11	13.93	35.04
Learners:—						
First 26 weeks.....	4.10	2.71	6.81	3.90	2.57	6.47
Second 26 weeks.....	5.13	3.39	8.52	4.87	3.21	8.08
Third 26 weeks.....	6.66	4.40	11.06	6.33	4.18	10.51
Fourth 26 weeks.....	8.20	5.41	13.61	7.79	5.14	12.93
Fifth 26 weeks.....	10.25	6.76	17.01	9.74	6.43	16.17
Sixth 26 weeks.....	12.30	8.12	20.42	11.68	7.71	19.39
Seventh 26 weeks.....	14.35	9.47	23.82	13.63	9.00	22.63
Eighth 26 weeks.....	16.40	10.82	27.22	15.58	10.28	25.86
Ninth 26 weeks.....	18.45	12.18	30.63	17.53	11.57	29.10
Tenth 26 weeks.....	20.50	13.53	34.03	19.47	12.85	32.32
(b) Marker-in, male:—						
Qualified.....	15.80	10.43	26.23	15.00	9.90	24.90
Learners:—						
First 26 weeks.....	2.90	1.91	4.81	2.75	1.81	4.56
Second 26 weeks.....	3.16	2.09	5.25	2.99	1.97	4.96
Third 26 weeks.....	3.43	2.26	5.69	3.26	2.15	5.41
Fourth 26 weeks.....	4.46	2.94	7.40	4.23	2.79	7.02
Fifth 26 weeks.....	5.64	3.72	9.36	5.36	3.54	8.90
Sixth 26 weeks.....	7.18	4.74	11.92	6.82	4.50	11.32
Seventh 26 weeks.....	10.49	6.92	17.41	9.97	6.58	16.55
Eighth 26 weeks.....	11.69	7.72	19.41	11.10	7.33	18.43
Ninth 26 weeks.....	13.07	8.63	21.70	12.41	8.19	20.60
Tenth 26 weeks.....	14.61	9.64	24.25	13.87	9.15	23.02
(c) Marker-in, female:—						
Qualified.....	10.44	6.89	17.33	9.92	6.55	16.47
Learners:—						
First 26 weeks.....	2.90	1.91	4.81	2.75	1.81	4.56
Second 26 weeks.....	3.16	2.09	5.25	2.99	1.97	4.96
Third 26 weeks.....	3.43	2.26	5.69	3.26	2.15	5.41
Fourth 26 weeks.....	4.46	2.94	7.40	4.23	2.79	7.02
Fifth 26 weeks.....	5.64	3.72	9.36	5.36	3.54	8.90
Sixth 26 weeks.....	7.18	4.74	11.92	6.82	4.50	11.32
(d) Cutter-out, male:—						
Qualified.....	10.49	6.92	17.41	9.97	6.58	16.55
Learners:—						
First 26 weeks.....	2.90	1.91	4.81	2.75	1.81	4.56
Second 26 weeks.....	3.16	2.09	5.25	2.99	1.97	4.96
Third 26 weeks.....	3.43	2.26	5.69	3.26	2.15	5.41
Fourth 26 weeks.....	4.46	2.94	7.40	4.23	2.79	7.02
Fifth 26 weeks.....	5.64	3.72	9.36	5.36	3.54	8.90
Sixth 26 weeks.....	7.18	4.74	11.92	6.82	4.50	11.32
(e) Cutter-out, female:—						
Qualified.....	8.18	5.40	13.58	7.77	5.13	12.90
Learners:—						
First 26 weeks.....	2.90	1.91	4.81	2.75	1.81	4.56
Second 26 weeks.....	3.16	2.09	5.25	2.99	1.97	4.96
Third 26 weeks.....	3.43	2.26	5.69	3.26	2.15	5.41
Fourth 26 weeks.....	4.31	2.84	7.15	4.23	2.79	7.02
Fifth 26 weeks.....	5.13	3.39	8.52	4.87	3.21	8.08
Sixth 26 weeks.....	6.15	4.06	10.21	5.84	3.85	9.69
(f) Layer-up:—						
Qualified.....	5.55	3.66	9.21	5.27	3.48	8.75
Learners:—						
First 26 weeks.....	2.90	1.91	4.81	2.75	1.81	4.56
Second 26 weeks.....	3.16	2.09	5.25	2.99	1.97	4.96
Third 26 weeks.....	3.43	2.26	5.69	3.26	2.15	5.41
Fourth 26 weeks.....	4.11	2.71	6.82	3.92	2.59	6.51
Fifth 26 weeks.....	4.80	3.17	7.97	4.56	3.01	7.57

Occupation.	Magisterial Districts of Port Elizabeth and East London.			Magisterial District of King William's Town.		
	Basic Wage.	Cost of Living.	Total per Week.	Basic Wage.	Cost of Living.	Total per Week.
	R	R	R	R	R	R
(g) Machinists, male: Pressers, male: Fitters and/or Trimmers, male: and Machine Serviceman:—						
Qualified.....	9.60	6.33	15.93	9.11	6.01	15.12
Learners—						
First 26 weeks.....	2.90	1.91	4.81	2.75	1.81	4.56
Second 26 weeks.....	3.16	2.09	5.25	2.99	1.97	4.96
Third 26 weeks.....	3.43	2.26	5.69	3.26	2.15	5.41
Fourth 26 weeks.....	4.11	2.71	6.82	3.92	2.59	6.51
Fifth 26 weeks.....	4.80	3.17	7.97	4.56	3.01	7.57
Sixth 26 weeks.....	5.49	3.62	9.11	5.21	3.44	8.65
Seventh 26 weeks.....	6.18	4.08	10.26	5.95	3.93	9.88
Eighth 26 weeks.....	6.86	4.53	11.39	6.50	4.29	10.79
Ninth 26 weeks.....	7.52	4.96	12.48	7.19	4.75	11.94
Tenth 26 weeks.....	8.23	5.43	13.66	7.82	5.16	12.98
(h) Machinists, female: Pressers, female: Fitters and/or Trimmers, female:—						
Qualified.....	6.51	4.30	10.81	6.19	4.09	10.28
Learners—						
First 26 weeks.....	2.90	1.91	4.81	2.75	1.81	4.56
Second 26 weeks.....	3.16	2.09	5.25	2.99	1.97	4.96
Third 26 weeks.....	3.43	2.26	5.69	3.26	2.15	5.41
Fourth 26 weeks.....	4.11	2.71	6.82	3.92	2.59	6.51
Fifth 26 weeks.....	4.80	3.17	7.97	4.56	3.01	7.57
Sixth 26 weeks.....	5.49	3.62	9.11	5.21	3.44	8.65
(i) General workers:—						
Qualified.....	4.94	3.26	8.20	4.69	3.10	7.79
Learners—						
First 26 weeks.....	2.90	1.91	4.81	2.75	1.81	4.56
Second 26 weeks.....	3.16	2.09	5.25	2.99	1.97	4.96
Third 26 weeks.....	3.43	2.26	5.69	3.26	2.15	5.41
Fourth 26 weeks.....	4.11	2.71	6.82	3.92	2.59	6.51
(j) Plain sewer:—						
Qualified.....	5.43	3.58	9.01	5.15	3.40	8.55
Learners—						
First 26 weeks.....	2.70	1.78	4.48	2.56	1.69	4.25
Second 26 weeks.....	3.20	2.11	5.31	3.03	2.00	5.03
Third 26 weeks.....	3.59	2.37	5.96	3.41	2.25	5.66
Fourth 26 weeks.....	4.06	2.68	6.74	3.86	2.55	6.41
Fifth 26 weeks.....	4.46	2.94	7.40	4.23	2.79	7.02
Sixth 26 weeks.....	4.93	3.25	8.18	4.68	3.09	7.77
(k) Labourer.....	4.22	2.78	7.00	4.01	2.64	6.65
(l) Teagirl and teaboy.....	3.32	2.19	5.51	3.15	2.08	5.23
(m) Motor vehicle driver:—						
(i) Driver of a motor vehicle, the unladen weight of which—						
(a) does not exceed 1,000 lb.....	4.94	3.26	8.20	4.57	3.02	7.59
(b) exceeds 1,000 lb., but does not exceed 6,000 lb....	7.96	5.25	13.21	7.37	4.86	12.23
(c) exceeds 6,000 lb., but does not exceed 10,000 lb....	9.71	6.41	16.12	8.98	5.93	14.91
(d) exceeds 10,000 lb.....	12.84	8.47	21.31	11.88	7.84	19.72
(ii) Part-time motor vehicle driver.....	4.94	3.26	8.20	4.57	3.02	7.59
(n) Clerical employees, according to experience, males:—						
First year.....	3.31	2.18	5.49	3.15	2.08	5.23
Second year.....	4.55	3.00	7.55	4.33	2.86	7.19
Third year.....	6.55	4.32	10.87	6.21	4.10	10.31
Fourth year.....	8.24	5.44	13.68	7.93	5.23	13.16
Fifth year.....	10.28	6.78	17.06	9.77	6.44	16.21
Thereafter.....	11.52	7.60	19.12	10.95	7.22	18.17
Females—						
First year.....	3.31	2.18	5.49	3.15	2.08	5.23
Second year.....	3.93	2.59	6.52	3.72	2.46	6.18
Third year.....	4.55	3.00	7.55	4.33	2.86	7.19
Fourth year.....	5.20	3.43	8.63	4.92	3.25	8.17
Thereafter.....	6.55	4.32	10.87	6.21	4.10	10.31

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

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

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

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

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

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

Beroep.	Landdrosdistrikte Port Elizabeth en Oos-Londen.			Landdrosdistrik King William's Town.		
	Basiese loon.	Lewens-koste-toelae.	Totaal per week.	Basiese loon.	Lewens-koste-toelae.	Totaal per week.
	R	R	R	R	R	R
(a) Ontwerper:—						
Gekwalifiseer.....	22.22	14.67	36.89	21.11	13.93	35.04
Leerlinge—						
Eerste 26 weke.....	4.10	2.71	6.81	3.90	2.57	6.47
Tweede 26 weke.....	5.13	3.39	8.52	4.87	3.21	8.08
Derde 26 weke.....	6.66	4.40	11.06	6.33	4.18	10.51
Vierde 26 weke.....	8.20	5.41	13.61	7.79	5.14	12.93
Vyfde 26 weke.....	10.25	6.76	17.01	9.74	6.43	16.17
Sesde 26 weke.....	12.30	8.12	20.42	11.68	7.71	19.39
Sewende 26 weke.....	14.35	9.47	23.82	13.63	9.00	22.63
Agtste 26 weke.....	16.40	10.82	27.22	15.58	10.28	25.86
Negende 26 weke.....	18.45	12.18	30.63	17.53	11.57	29.10
Tiende 26 weke.....	20.50	13.53	34.03	19.47	12.85	32.32
(b) Merker, man:—						
Gekwalifiseer.....	15.80	10.43	26.23	15.00	9.90	24.90
Leerlinge—						
Eerste 26 weke.....	2.90	1.91	4.81	2.75	1.81	4.56
Tweede 26 weke.....	3.16	2.09	5.25	2.99	1.97	4.96
Derde 26 weke.....	3.43	2.26	5.60	3.26	2.15	5.41
Vierde 26 weke.....	4.46	2.94	7.40	4.23	2.79	7.02
Vyfde 26 weke.....	5.64	3.72	9.36	5.36	3.54	8.90
Sesde 26 weke.....	7.18	4.74	11.92	6.82	4.50	11.32
Sewende 26 weke.....	10.49	6.92	17.41	9.97	6.58	16.55
Agtste 26 weke.....	11.69	7.72	19.41	11.10	7.33	18.43
Negende 26 weke.....	13.07	8.63	21.70	12.41	8.19	20.60
Tiende 26 weke.....	14.61	9.64	24.25	13.87	9.15	23.02
(c) Merker, vrou:—						
Gekwalifiseer.....	10.44	6.89	17.33	9.92	6.55	16.47
Leerlinge—						
Eerste 26 weke.....	2.90	1.91	4.81	2.75	1.81	4.56
Tweede 26 weke.....	3.16	2.09	5.25	2.99	1.97	4.96
Derde 26 weke.....	3.43	2.26	5.69	3.26	2.15	5.41
Vierde 26 weke.....	4.46	2.94	7.40	4.23	2.79	7.02
Vyfde 26 weke.....	5.64	3.72	9.36	5.36	3.54	8.90
Sesde 26 weke.....	7.18	4.74	11.92	6.82	4.50	11.32
(d) Snyer, man:—						
Gekwalifiseer.....	10.49	6.92	17.41	9.97	6.58	16.55
Leerlinge—						
Eerste 26 weke.....	2.90	1.91	4.81	2.75	1.81	4.56
Tweede 26 weke.....	3.16	2.09	5.25	2.99	1.97	4.96
Derde 26 weke.....	3.43	2.26	5.69	3.26	2.15	5.41
Vierde 26 weke.....	4.46	2.94	7.40	4.23	2.79	7.02
Vyfde 26 weke.....	5.64	3.72	9.36	5.36	3.54	8.90
Sesde 26 weke.....	7.18	4.74	11.92	6.82	4.50	11.32
(e) Snyer, vrou:—						
Gekwalifiseer.....	8.18	5.40	13.58	7.77	5.13	12.90
Leerlinge—						
Eerste 26 weke.....	2.90	1.91	4.81	2.75	1.81	4.56
Tweede 26 weke.....	3.16	2.09	5.25	2.99	1.97	4.96
Derde 26 weke.....	3.43	2.26	5.69	3.26	2.15	5.41
Vierde 26 weke.....	4.31	2.84	7.15	4.23	2.79	7.02
Vyfde 26 weke.....	5.13	3.39	8.52	4.87	3.21	8.08
Sesde 26 weke.....	6.15	4.06	10.21	5.84	3.85	9.69
(f) Laagmaker:—						
Gekwalifiseer.....	5.55	3.66	9.21	5.27	3.48	8.75
Leerlinge—						
Eerste 26 weke.....	2.90	1.91	4.81	2.75	1.81	4.56
Tweede 26 weke.....	3.16	2.09	5.25	2.99	1.97	4.96
Derde 26 weke.....	3.43	2.26	5.69	3.26	2.15	5.41
Vierde 26 weke.....	4.11	2.71	6.82	3.92	2.59	6.51
Vyfde 26 weke.....	4.80	3.17	7.97	4.56	3.01	7.57
(g) Masjienwerker, man: Perser, man: Passer en/of afwerker, man; en masjiendiensman:—						
Gekwalifiseer.....	9.60	6.33	15.93	9.11	6.01	15.12
Leerlinge—						
Eerste 26 weke.....	2.90	1.91	4.81	2.75	1.81	4.56
Tweede 26 weke.....	3.16	2.09	5.25	2.99	1.97	4.96
Derde 26 weke.....	3.43	2.26	5.69	3.26	2.15	5.41
Vierde 26 weke.....	4.11	2.71	6.82	3.92	2.59	6.51
Vyfde 26 weke.....	4.80	3.17	7.97	4.56	3.01	7.57
Sesde 26 weke.....	5.49	3.62	9.11	5.21	3.44	8.65
Sewende 26 weke.....	6.18	4.08	10.26	5.95	3.93	9.88
Agtste 26 weke.....	6.86	4.53	11.39	6.50	4.29	10.79
Negende 26 weke.....	7.52	4.96	12.48	7.19	4.75	11.94
Tiende 26 weke.....	8.23	5.43	13.66	7.82	5.16	12.98
(h) Masjienwerker, vrou: Perser, vrou: Passer en/of afwerker, vrou:—						
Gekwalifiseer.....	6.51	4.30	10.81	6.19	4.09	10.28
Leerlinge—						
Eerste 26 weke.....	2.90	1.91	4.81	2.75	1.81	4.56
Tweede 26 weke.....	3.16	2.09	5.25	2.99	1.97	4.96
Derde 26 weke.....	3.43	2.26	5.69	3.26	2.15	5.41
Vierde 26 weke.....	4.11	2.71	6.82	3.92	2.59	6.51
Vyfde 26 weke.....	4.80	3.17	7.97	4.56	3.01	7.57
Sesde 26 weke.....	5.49	3.62	9.11	5.21	3.44	8.65

Beroep.	Landdrostdistrikte Port Elizabeth en Oos-Londen.			Landdrostdistrik King William's Town.		
	Basiese loon.	Lewens-koste-toelae.	Totaal per week.	Basiese loon.	Lewens-koste-toelae.	Totaal per week.
	R	R	R	R	R	R
(i) Algemene werker:—						
Gekwalifiseer.....	4.94	3.26	8.20	4.69	3.10	7.79
Leerlinge—						
Eerste 26 weke.....	2.90	1.91	4.81	2.75	1.81	4.56
Tweede 26 weke.....	3.16	2.09	5.25	2.99	1.97	4.96
Derde 26 weke.....	3.43	2.26	5.69	3.26	2.15	5.41
Vierde 26 weke.....	4.11	2.71	6.82	3.92	2.59	6.51
(j) Gewone naaldwerke:—						
Gekwalifiseer.....	5.43	3.58	9.01	5.15	3.40	8.55
Leerlinge—						
Eerste 26 weke.....	2.70	1.78	4.48	2.56	1.69	4.25
Tweede 26 weke.....	3.20	2.11	5.31	3.03	2.00	5.03
Derde 26 weke.....	3.59	2.37	5.96	3.41	2.25	5.66
Vierde 26 weke.....	4.06	2.68	6.74	3.86	2.55	6.41
Vyfde 26 weke.....	4.46	2.94	7.40	4.23	2.79	7.02
Sesde 26 weke.....	4.93	3.25	8.18	4.68	3.09	7.77
(k) Arbeider.....	4.22	2.78	7.00	4.01	2.64	6.65
(l) Teemaakster en teemaker.....	3.32	2.19	5.51	3.15	2.08	5.23
(m) Motorvoertuigbestuurder:—						
(i) Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig—						
(a) hoogstens 1,000 lb. is.....	4.94	3.26	8.20	4.57	3.02	7.59
(b) meer as 1,000 lb. maar hoogstens 6,000 lb. is.....	7.96	5.25	13.21	7.37	4.86	12.23
(c) meer as 6,000 lb. maar hoogstens 10,000 lb. is.....	9.71	6.41	16.12	8.98	5.93	14.91
(d) meer as 10,000 lb. is.....	12.84	8.47	21.31	11.88	7.84	19.72
(ii) Deeltydse motorbestuurder.....	4.94	3.26	8.20	4.57	3.02	7.59
(n) Klerke, volgens ondervinding, mans:—						
Eerste jaar.....	3.31	2.18	5.49	3.15	2.08	5.23
Tweede jaar.....	4.55	3.00	7.55	4.33	2.86	7.19
Derde jaar.....	6.55	4.32	10.87	6.21	4.10	10.31
Vierde jaar.....	8.24	5.44	13.68	7.93	5.23	13.16
Vyfde jaar.....	10.28	6.78	17.06	9.77	6.44	16.21
Daarna.....	11.52	7.60	19.12	10.95	7.22	18.17
Vrou:—						
Eerste jaar.....	3.31	2.18	5.49	3.15	2.08	5.23
Tweede jaar.....	3.93	2.59	6.52	3.72	2.46	6.18
Derde jaar.....	4.55	3.00	7.55	4.33	2.86	7.19
Vierde jaar.....	5.20	3.43	8.63	4.92	3.25	8.17
Daarna.....	6.55	4.32	10.87	6.21	4.10	10.31

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

(i) mag 'n werkgewer wat in een van die volgende afdelings in die Nywerheid betrokke is—

Reëndrag; boklere vir mans; boklere vir vrouens; onderklere vir mans en vrouens; kleinkinder- en kinderklere; en werklere; wanner hy 'n gekwalifiseerde masjienwerker wie se vorige ondervinding opgedoen is in een of meer van die ander afdelings hierbo genoem, in diens neem, sodanige masjienwerker 'n beginloon betaal wat twee kerwe laer is as dié waarop hy geregtig is en hom daarna 'n loonsverhoging toestaan volgens die leerlingskaal wat op masjienwerkers van toepassing is; met dien verstande dat sodanige masjienwerker die loon van 'n gekwalifiseerde masjienwerker betaal moet word sodra sodanige masjienwerker weer werksaam is in die afdeling waarin die vorige ondervinding opgedoen is.

Vir die toepassing van hierdie paragraaf beteken „afdeling werklere” daardie afdeling van die nywerheid waarin ketelpakke, oorpakke, stofjasse, kelniersbaadjies en kantoorbaadjies vervaardig word;

(ii) moet 'n werkgewer wat 'n werknemer wat die loon van 'n gekwalifiseerde werknemer in enige kategorie ontvang of daarop geregtig is, verplaas na 'n ander kategorie, aan sodanige werknemer vir die eerste 26 weke minstens die loon betaal wat hy ontvang het of waarop hy geregtig was in sodanige eersgenoemde kategorie en hom daarna ooreenkomstig die loonskaal van werknemers in die kategorie waarheen sodanige werknemers oorgeplaas is, betaal; met dien verstande dat, indien sodanige werknemer vir minstens een jaar die loon van 'n gekwalifiseerde werknemer ontvang het, hy by oorplasing na 'n ander kategorie op die eersvolgende hoër kerf as sy bestaande loon geplaas moet word en daarna loonsverhogings moet ontvang soos voornoem.

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

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

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

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

5. INCENTIVE BONUS AND/OR CONVEYOR BELT.

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

(2) Die lewenskostetoelae wat ingevolge hierdie klousule betaalbaar is, is 66 persent van die voorgeskrewe basiese loon en sluit die toelae in wat ooreenkomstig Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is; met dien verstande dat, indien die toelae wat hierin voorgeskryf word, te eniger tyd minder is as die toelae wat ingevolge genoemde Oorlogsmaatreël betaalbaar is, laasgenoemde toelae betaalbaar is.

(3) Geen bepaling in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon wat te eniger tyd voor of op die datum van inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer betaal is, verlaag nie.

(4) Ondanks die feit dat die gewone werkure in 'n bedryfsinrigting minder as 42 in 'n week is, moet die volle minimum weekloon, uitgesonderd die aftrekkings wat ooreenkomstig subklousule 6 (1) en 7 (3) van hierdie Ooreenkoms toegelaat word, aan elke werknemer betaal word.

(5) Alle werknemers van wie vereis word om hul gewone skof tussen die ure 10 n.m. en 6 v.m. op 'n dag te werk, word geag nagwerk te verrig en moet benewens hul gewone besoldiging elke week 'n bedrag betaal word van minstens 10 persent van die totale besoldiging wat in subklousule (1) van hierdie klousule voorgeskryf word.

5. AANSPORINGSBONUS EN/OF VERVOERBANDSTELSEL.

(1) 'n Aansporingsloonskema en/of vervoerbandstelsel mag in enige bedryfsinrigting ingevoer word by wyse van onderlinge ooreenkoms tussen die bestuur, verteenwoordigers van die vakvereniging en die betrokke werknemers en mag by wyse van onderlinge ooreenkoms tussen hierdie partye verander word. Sodanige skemas mag of deur die werkgewer of deur die vakvereniging beëindig word deur minstens een week vooraf kennis te gee.

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

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

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

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

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

6. SHORT-TIME.

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

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

7. PAYMENT OF WAGES AND OVERTIME RATES.

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

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

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

- 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.
- where the employer supplies the employees with tea, he may deduct from the wages of his employees the cost of such tea;
- with the written consent of the employee, deductions may be made by an employer for insurance or pension funds;
- contributions to Council funds shall be deducted in terms of clause 20 of this Agreement;
- contributions to the Council's Sick Benefit Fund, Welfare Fund and Provident Fund may be deducted;
- with the written consent of the employee, deductions may be made by an employer for contributions to the funds of the trade union;
- the cost of scissors supplied to employees may be deducted in terms of clause 16 (2) of this Agreement;
- if, owing to the stoppage of machinery, no work is available for an employee a pro rata deduction may be made by the employer from the remuneration of such employee only for the time lost which is in excess of two hours;

(2) 'n Aansporingsbonusskema mag ingevoer word ten opsigte van paarty van die werknemers wat in 'n bepaalde afdeling van 'n bedryfsinrigting werksaam is; met dien verstande dat dit binne 'n redelike tydperk nadat dit ingevoer is, toegepas moet word op alle werknemers wat in diens geneem is vir die vervaardiging van die besondere kledingstuk ten opsigte waarvan die skema ingevoer is.

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

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

(5) 'n Kopie van die aansporingsbonusskema en latere wysigings daarvan, waaroor daar ooreengekom is en wat behoorlik onderteken is deur die werkgewer en die Sekretaris van die Vakvereniging, moet by die Sekretaris van die Raad ingedien word, en die werkgewer moet 'n kopie daarvan opplaak in 'n opvallende plek wat gereedlik toeganklik vir sy werknemers is.

(6) Wanneer 'n werknemer op 'n aansporingsbonus- en/of vervoerbandgrondslag besoldig word, moet sy gewone loon vir die doel van oortydbesoldiging ooreenkomstig die bepalings van klousule 10, en vir die doel van sy jaarlikse verlof en vakansiedae met besoldiging ooreenkomstig klousule 13, bereken word asof hy per uur betaal word, en sodanige uurloon word op enige datum bepaal deur sy totale verdienste, met inbegrip van lewenskostetoelae maar uitgesonderd oortydverdiensle, gedurende die tydperk onmiddellik voor daardie datum of gedurende die totale tydperk van sy indiensneming op 'n aansporingsbonusgrondslag deur die betrokke werkgewer, naamlik die tydperk wat die kortste is, te deel deur die getal ure gewerk, uitgesonderd oortydwerk, gedurende die tydperk ten opsigte waarvan sodanige verdienste betaal is.

6. KORTTYD.

(1) Waar daar korttyd gewerk word of ingevoer is in 'n bedryfsinrigting, moet 'n werknemer wat hom op enige dag by die bedryfsinrigting aanmeld, vir minstens 'n half dag in diens geneem of 'n half dag te besoldiging in plaas daarvan betaal word tensy hy voor sodanige datum in kennis gestel is dat sy dienste nie op sodanige dag vereis sal word nie. Vir die toepassing van hierdie subklousule, beteken "dag se besoldiging" die besoldiging wat gewoonlik betaal word ten opsigte van die ure wat 'n volle werkdag uitmaak (d.w.s. nie die gewone kortdag in die bedryfsinrigting nie).

(2) Waar daar korttyd in 'n bedryfsinrigting gewerk word, moet die werk so eweredig moontlik onder die werknemers in elkeen van die betrokke afdelings of departemente verdeel word.

7. BETALING VAN LONE EN OORTYDVERDIENSTE.

(1) Lone en alle ander bedrae wat aan 'n werknemer verskuldig is, moet wekeliks, en wel op Vrydag, in kontant betaal word; met dien verstande dat waar 'n werknemer se diens nie op die gewone betaaldag van die betrokke bedryfsinrigting beëindig word nie, die bedrae wat aan hom verskuldig is, onmiddellik by sodanige beëindiging betaal moet word.

(2) Die loneien alle ander bedrae wat verskuldig is, moet geplaas word in 'n verseelde kovert waarop, of wat vergesel gaan van 'n strook of staat waarop die naam of nommer van die werknemer, die datum van betaling, die totale bedrae wat afgetrek is en die netto bedrag van die verdienste in die kovert gemeld word. Die inskrywings op genoemde kovert of strook moet met ink of met 'n inktlood gemaak word of moet in die vorm van 'n duidelike deurslagkopie wees.

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

- behoudens andersluidende bepalings in hierdie Ooreenkoms, waar 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op die versoek van sy werkgewer, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde daarvan ontvang het, afgetrek mag word;
- waar die werkgewer die werknemer voorsien van tee, hy die koste van sodanige tee van die loon van sy werknemers mag afrek;
- met die skriftelike toestemming van die werknemer, 'n werkgewer bedrae vir versekerings- of pensioenfondse mag afrek;
- bydraes tot die fondse van die Raad ooreenkomstig klousule 20 van hierdie Ooreenkoms afgetrek moet word;
- bydraes tot die Raad se Siektebystandsfonds, Welsynsfonds en Voorsorgsfonds afgetrek mag word;
- met die skriftelike toestemming van die werknemer, 'n werkgewer bydraes tot die fondse van die vakvereniging mag afrek;
- die koste van skêre wat aan werknemers verskaf is, ooreenkomstig die bepalings van klousule 16 (2) van hierdie Ooreenkoms afgetrek mag word;
- indien daar, weens die stopsetting van masjinerie, geen werk vir 'n werknemer is nie, 'n pro rata bedrag deur die werkgewer van die besoldiging van sodanige werknemer afgetrek mag word slegs vir die verlore wat langer as twee uur is;

- (i) any amount paid by an employer, compelled by any statutory law, ordinance, or legal process to make payment on behalf of an employee, may be deducted;
- (j) subject to the provisions of clause 6 (1), a deduction proportionate to the amount of short-time worked may be made;
- (k) deductions in terms of clause 13 (8) (b) may be made.

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

8. PROPORTION OR RATIO OF EMPLOYEES.

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

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

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

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

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

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

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

9. HOURS OF WORK.

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

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

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

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

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

- (i) enige bedrag wat 'n werkgever ingevolge 'n wetteregtelike bepaling, ordonnansie of regsproes namens 'n werknemer moet betaal, afgetrek mag word;
- (j) behoudens die bepalings van klousule 6 (1), 'n bedrag wat eweredig is aan die hoeveelheid korttyd gewerk, afgetrek mag word;
- (k) bedrae ooreenkomstig die bepalings van klousule 13 (8) (b) afgetrek mag word.

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

8. GETALVERHOUDING VAN WERKNEMERS.

(1) 'n Werkgever moet een gekwalifiseerde manlike werknemer in sy diens hê voordat hy 'n manlike leerling in diens mag neem, en die getal manlike leerlinge wat hy in diens neem, mag nie meer wees nie as twee maal die getal manlike gekwalifiseerde werknemers wat in sy diens is.

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

(2) 'n Werkgever moet een vroulike gekwalifiseerde werknemer in sy diens hê voordat hy 'n vroulike leerling in diens mag neem, en die getal vroulike leerlinge wat in sy diens is, mag nie meer wees nie as drie maal die getal vroulike gekwalifiseerde werknemers wat in sy diens is.

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

(3) 'n Werkgever moet een gekwalifiseerde merker in sy diens hê voordat hy 'n laagmaker in diens mag neem. Wanneer daar 'n vakature vir 'n merker in 'n bedryfsinrigting ontstaan, moet die werkgever die vakature vul uit die geleedere van die snyers wat in sy diens is, mits sodanige werknemer geskik is.

(4) 'n Werkgever moet een gekwalifiseerde perser in diens hê voordat hy 'n werknemer in diens mag neem vir—

- (i) die afwerking van voltooide kledingstukke met 'n handstrykyster;
- (ii) onderperswerk.

9. WERKURE.

(1) Geen werkgever mag van 'n werknemer vereis of hom toelaat—

- (a) om vir meer as 42 uur, uitgesonderd etenstye, in 'n bepaalde week te werk nie, maar sodanige week mag uit 'n werkweek van vyf of ses dae bestaan; of
- (b) op 'n Saterdag te werk nie tensy sy bedryfsinrigting ses dae per week werk;
- (c) om in bedryfsinrigtings wat ses dae per week werk, later as 12.30 nm. op Saterdag te werk nie; met dien verstande dat die werkure van Maandag tot en met 12.30 nm. op Saterdag nie meer as altesaam 42 mag wees nie; of
- (d) om sonder die toestemming van die Raad op 'n Sondag te werk nie;
- (e) om in 'n werkweek van vyf dae vir meer as 8½ uur op 'n bepaalde dag te werk nie; met dien verstande dat die werkure van Maandag tot en met Vrydag nie meer as altesaam 42 mag wees nie; of
- (f) om in 'n week van ses dae meer as—
 - (i) agt uur op 'n bepaalde dag gedurende die tydperk Maandag tot en met Vrydag te werk nie;
 - (ii) twee en 'n half uur of na 12.30 nm. op 'n Saterdag te werk nie; of
- (g) om voor 7.45 vm. of na 6 nm. gedurende die tydperk Maandag tot en met Vrydag of voor 7.45 vm. op Saterdag te werk nie; of
- (h) om vir 'n aaneenlopende tydperk van meer as 5 uur sonder 'n ononderbroke pouse van—
 - (i) 45 minute in die landdrostdistrik Port Elizabeth;
 - (ii) een uur in die landdrostdistrikte King William's Town en Oos-Londen;

te werk nie; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat onderbreek word deur korter pouses as dié voorgeskryf in subparagraaf (i) en (ii), geag word aaneenlopend te wees.

(2) 'n Ruspouse van minstens 15 minute, waarin geen werk verrig mag word nie, moet aan elke werknemer toegestaan word so na as moontlik aan die middel van elke werktydperk in die oggend, en 'n ruspouse van tien minute moet so na as moontlik aan die middel van elke werktydperk in die namiddag aan elke werknemer toegestaan word. Sodanige ruspouses word geag tye te wees waarin daar gewerk is. Gerei en kookwater om tee te maak, moet deur die werkgever verskaf word en moet aan die begin van elke ruspouse en elke etenspouse vir die werknemers beskikbaar wees.

(3) Vir die toepassing van paragraaf (a) van subklousule (1), word 'n werknemer wat nie op 'n vakansiedag soos bedoel in subklousule (7) van klousule 13, werk nie of wat op sodanige vakansiedag vir 'n korter tydperk werk as sy gemiddelde gewone werkure vir daardie dag van die week waarop sodanige vakansiedag val, geag sy gemiddelde gewone werkure op daardie dag te gewerk het.

10. OVERTIME.

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

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

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

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

- (i) given notice thereof to such employee before midday; or
- (ii) provided such employee with an adequate meal before she has to commence overtime; or
- (iii) paid such employee an allowance of 15c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence;

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

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

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

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

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

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

11. OUTWORK.

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

12. REGISTRATION OF WORKSHOP.

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

10. OORTYDBESOLDIGING.

(1) Ondanks die bepalings van paragraaf (a), (b) en (c) van subklousule (1) van klousule 9 van hierdie Ooreenkoms, mag daar van 'n werknemer vereis word of mag hy toegelaat word om oortyd te werk vir hoogstens—

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

met dien verstande dat 'n werkgewer nie van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd—

- (a) vir meer as twee uur op 'n dag te werk nie;
- (b) vir meer as drie agtereenvolgende dae te werk nie;
- (c) op meer as sestig dae in 'n jaar te werk nie;
- (d) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag te werk nie tensy hy—

- (i) kennis daarvan aan sodanige werknemer voor die middag gegee het; of
- (ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of
- (iii) sodanige werknemer 'n toelae van 15 sent betyds genoeg betaal het om die werknemer in staat te stel om 'n ete te bekom voordat sy met die oortyd moet begin;

en voorts met dien verstande dat daar nie van 'n werknemer vereis mag word om oortyd sonder sy toestemming te werk nie en dat hy ook nie ontslaan of in sy diens benadeel mag word omdat hy geweier het om oortyd te werk nie.

(2) Die minimum wat vir oortydwerk betaal moet word, is soos volg:—

- (a) Teen een en een derde maal die uurloon vir elke uur of gedeelte van 'n uur aldus gewerk op weekdae of, in die geval van stukwerk, minstens een en een derde maal die gewone besoldiging vir alle werk gedurende elke uur gedoen;
- (b) een en 'n half maal die uurloon vir elke uur of gedeelte van 'n uur gewerk na die gewone sluitingstyd op Saterdag of, in die geval van stukwerk, minstens een en 'n half maal die gewone besoldiging; met dien verstande dat, vir die berekening van oortydverdienste, "uurloon" die weekloon met inbegrip van lewenskostetoeleae, gedeel deur 42, beteken.

(3) As 'n werknemer op 'n Sondag werk, moet sy werkgewer hom—

- (a) (i) of minstens die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaal as hy aldus vir 'n tydperk van hoogstens 4 uur werk; of
- (ii) besoldig teen minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk of hom besoldig teen minstens dubbel sy gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag, as hy aldus vir 'n tydperk van langer as vier uur werk; of

- (b) minstens een en een derde maal sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk, en die werknemer daarbenewens binne sewe dae vanaf sodanige Sondag een dag vakansie verleen en hom ten opsigte daarvan besoldig teen minstens sy gewone besoldiging asof hy op sodanige vakansiedag sy gewone gemiddelde werkure vir daardie dag van die week gewerk het.

(4) Indien oortydbesoldiging wat op 'n daaglikse grondslag bereken word, verskil van dié wat op 'n weeklikse grondslag bereken word, moet die grondslag wat die gunstigste vir die werknemer is, aanvaar word.

11. BUITEWERK.

Geen werkgewer mag buitewerk wat elders as in 'n fabriek soos omskryf in artikel drie van Hoofstuk 1 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of in 'n werkwinkel wat ingevolge klousule 12 van hierdie Ooreenkoms geregistreer is, verrig moet word, uitbestede nie, en hy mag ook nie 'n werknemer toelaat of van hom vereis om werk in die Nywerheid elders te verrig nie as in 'n bedryfsinrigting wat deur die werkgewer verskaf, uitgerus, in stand gehou en beheer word.

12. REGISTRASIE VAN WERKWINKEL.

Elke okkupeerder van 'n werkwinkel wat nie ingevolge die bepalings van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is nie, moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke persoon wat na daardie datum 'n werkgewer word, moet binne een maand vanaf die datum waarop hy met sy werksaamhede begin, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die perseel waar sodanige werkwinkel geleë is, die name van die vennote van die onderneming of, as dit 'n maatskappy met beperkte aanspreeklikheid is, die name van die sekretaris en direkteur. Die Sekretaris van die Raad moet dan aan die okkupeerder van die werkwinkel 'n registrasiesertifikaat uitreik wat hy onderteken het. Die vervaardiging van klere mag nie elders as in 'n werkwinkel wat ingevolge die bepalings van hierdie klousule of ooreenkoms die bepalings van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is, onderneem word nie.

13. ANNUAL PAID LEAVE AND PAID HOLIDAYS.

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

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

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

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

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

(5) Any period during which an employee—

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

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

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

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

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

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

(b) In the event of any of the public holidays referred to in paragraph (a) of this sub-clause falling on a Saturday, the employer shall pay to each of his employees an additional amount of not less than one-fifth of the employee's ordinary weekly remuneration.

(8) (a) Notwithstanding anything contained in this Agreement, any establishment may be closed for any reason other than short-time during any period of work specified for the establishment in terms of sub-clause (1) of clause 9 of this Agreement by mutual arrangement between the employer and not less than 75 per cent of the employees affected by such closing.

(b) Whenever an employee is not required to work resultant on the closing of an establishment by mutual arrangement in terms of paragraph (a) a deduction pro rata to the hours not worked may be made from the amounts payable in terms of this Agreement.

13. JAARLIKSE VERLOF EN VAKANSIEDAE MET BETALING.

(1) Elke werkgewer moet aan sy werknemers verlof, met betaling, vir minstens twee aaneenlopende weke en twee dae verleen wat gedurende Desember elke jaar moet begin. Elke werknemer moet voor of op die laaste werkdag voor die begin van sodanige verlof een twaalfde van sy totale besoldiging vir twee weke en twee dae ten opsigte van elke voltooide maand diens by dieselfde werkgewer betaal word; met dien verstande dat—

(a) die tydperk van sodanige verlof nie mag saamval nie met enige tydperk waarin die werknemer kennis van diensbeëindiging gegee het of gegee is of militêre opleiding ondergaan;

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

(2) By diensbeëindiging, moet die werkgewer aan die werknemer die bedrag van die verloftoelae wat op die datum van sodanige beëindiging verskuldig en ooreenkomstig die bepaling van subklousule (1) bereken is, betaal.

(3) Vir die berekening van die verloftoelae wat ooreenkomstig die bepaling van subklousule (1) en (2) betaalbaar is, word diens vir 'n half maand of meer gereken as diens vir 'n volle maand. "Half maand" beteken enige tydperk van vyftien agtereenvolgende kalenderdae (afgesien daarvan of dit werkdae is of nie).

(4) Die bedrag van die verloftoelae wat ingevolge subklousule (1) en (2) betaalbaar is, moet bereken word volgens die besoldiging wat die werknemer onmiddellik voor die datum met ingang waarvan sy verlof verleen word of waarop sy diens beëindig word, na gelang van die geval, ontvang het; en die bepaling van subklousule (6) van klousule 5 is *mutatis mutandis* van toepassing waar werk op grondslag van stukwerkbesoldiging verrig word.

(5) Enige tydperk waarin 'n werknemer—

- (a) met verlof is ooreenkomstig die bepaling van subklousule (1); of
- (b) militêre opleiding ondergaan; of
- (c) van sy werk afwesig is op las of op die versoek van die werkgewer; of
- (d) van sy werk afwesig is weens siekte of 'n bevalling;

word vir die toepassing van subklousule (1) en (2) geag diens te wees; met dien verstande dat die bepaling van paragraaf (d) nie van toepassing is nie ten opsigte van enige tydperk van afwesigheid weens siekte van meer as drie agtereenvolgende dae as die werknemer versuim om, nadat hy daartoe deur die werkgewer versoek is, aan die werkgewer 'n sertifikaat van 'n geneeskundige praktisyn voor te lê waarin gemeld word dat hy weens siekte verhinder is om sy werk te doen, of ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende twaalf maande diens wat meer as dertig dae beloop.

(6) In hierdie klousule beteken "werkgewer" ook—

- (a) in die geval van die dood van 'n werkgewer, die eksekuteur van sy boedel of sy erfgenaam of legataris; en
- (b) in die geval van die insolvensie van 'n werkgewer of die likwidasië van sy boedel of die oordrag of verkoop van sy sakeonderneming, die trustee of likwidateur of die nuwe eienaar van die sakeonderneming;

indien sodanige eksekuteur, erfgenaam, legataris, trustee, likwidateur of nuwe eienaar daardie werknemer in sy diens hou.

(7) (a) Goeie Vrydag, Paasmaandag, Hemelvaartdag, Republiekdag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met volle betaling; met dien verstande dat, wanneer 'n werknemer op enigeen van hierdie dae werk, sy werkgewer hom minstens sy gewone besoldiging ten opsigte van die totale tydperk op sodanige dag gewerk, moet betaal benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(b) Ingeval enigeen van die openbare vakansiedae soos bedoel in paragraaf (a) van hierdie subklousule, op 'n Saterdag val, moet die werkgewer aan elkeen van sy werknemers 'n addisionele bedrag betaal van minstens een vyfde van die werknemer se gewone weeklikse besoldiging.

(8) (a) Ondanks enige bepaling in hierdie Ooreenkoms, mag 'n bedryfsinrigting om enige ander rede as korttyd, gedurende enige werkdag soos ingevolge subklousule (1) van klousule 9 van hierdie Ooreenkoms gespesifiseer, gesluit word by wyse van 'n onderlinge ooreenkoms tussen die werkgewer en minstens 75 persent van die werknemers wat deur sodanige sluiting geraak word.

(b) Wanneer daar as gevolg van die sluiting van 'n bedryfsinrigting by wyse van onderlinge reëling ooreenkomstig paragraaf (a), nie van 'n werknemer vereis word om te werk nie, mag 'n bedrag wat eweredig is aan die ure wat daar nie gewerk is nie, afgetrek word van die bedrag wat ingevolge hierdie Ooreenkoms betaalbaar is.

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

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

whichever may be the later.

14. TERMINATION OF EMPLOYMENT.

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

A week's notice shall mean a full week's work or a full week's pay in lieu of notice. Provided that this shall not effect—

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

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

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

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

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

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

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

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

15. PREMIUMS.

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

16. TOOLS.

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

(2) Where the cost of scissors supplied to an employee does not exceed R1 the employer may deduct the cost thereof from the wages of the employee in instalments of not more than 10c per week. Where the cost of scissors exceeds R1, the deductions shall be at a rate mutually agreed upon between the employer and his employee. The scissors shall be kept sharpened and otherwise in good order by the employer without cost to the employee.

(9) Vir die toepassing van hierdie klousule word diens geag te begin met ingang van—

- (a) die datum waarop die werknemer by die werkgever in diens tree; of
- (b) die datum waarop die werknemer laas op jaarlikse afwesighedsverlof geregtig geword het,

naamlik die jongste datum.

14. DIENSBEÏNDIGING.

(1) Behoudens die bepalings van subklousule (1) (d) van hierdie klousule, moet 'n werknemer een week vooraf skriftelik kennis gee van sy diensbeëindiging en moet elke werkgever insgelyks kennis gee diensbeëindiging van die dienste van 'n werknemer, en sodanige week kennisgewing loop vanaf die eerste dag van die gewone werkweek van die werknemer; met dien verstande dat hierdie klousule nie van toepassing is nie in die geval van 'n werknemer wat vir 'n proeftydperk van minstens en hoogstens drie agtereenvolgende werkdæ in diens geneem is.

'n Week kennisgewing beteken 'n volle week se werk of 'n volle week se loon in plaas daarvan; met dien verstande dat hierdie bepaling nie die volgende raak nie:—

- (a) Die reg van 'n werkgever of 'n werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;
- (b) 'n ooreenkoms tussen die werkgever en die werknemer waarin daar voorsiening gemaak word vir 'n langer tydperk van kennisgewing as een week;

en voorts met dien verstande dat—

- (c) loon vir en in plaas van 'n tydperk van kennisgewing soos voorgeskryf of ooreengekom kragtens die bepalings van subklousule (1) (b), deur 'n werkgever aan 'n werknemer en deur die werknemer aan die werkgever betaal of verbeur mag word, na gelang van die geval;
- (d) 'n werknemer wat korttyd werk, sy diens sonder kennisgewing mag beëindig.

(2) 'n Werknemer wat gedurende die looptyd van 'n kennisgewingtermyn tydelik buite werking gestel word ooreenkomstig die bepalings van subklousule (1) van hierdie klousule, moet sy volle besoldiging vir sodanige week ontvang.

(3) Geen werkgever mag 'n werknemer ontslaan nie omdat sodanige werknemer van sy werk afwesig is—

- (a) weens siekte vir 'n tydperk van hoogstens sestig agtereenvolgende dae, indien die werknemer binne ses agtereenvolgende werkdæ nadat hy van die werk weggebly het, 'n mediese sertifikaat waarin gesertifiseer word dat sodanige werknemer weens siekte nie in staat is om te werk nie, aan die werkgever verstrek of laat verstrek het;
- (b) met verlof ten opsigte waarvan die werkgever toestemming verleen het.

(4) 'n Werknemer wat minder as 50 werknemers in diens het, mag 'n werknemer wat ooreenkomstig die bepalings van subklousule (3) (a) of (b) van hierdie klousule van sy werk afwesig is, na 'n tydperk van vier weke tydelik vervang; met dien verstande dat die werknemer, nadat hy sy werkgever in kennis gestel het van sy voorneme om sy werk te hervat, weer in diens geneem moet word na 'n maksimum tydperk van een week vanaf die datum van sodanige kennisgewing.

(5) Die diens van 'n werknemer wat vir 'n tydperk van ses agtereenvolgende werkdæ van sy werk af weggebly sonder om sy werkgever skriftelik in kennis te stel van die rede, mag sonder kennisgewing deur die werkgever beëindig word.

(6) Wanneer 'n werkgever die diens van 'n werknemer ooreenkomstig die bepalings van subklousule (4) beëindig, mag daar kennis van sodanige beëindiging gegee word deur die Sekretaris van die Raad skriftelik daarvan te verwittig. Sodanige kennisgewing aan die Raad moet vergesel gaan van die dienssertifikaat wat die werkgever ingevolge klousule 18 aan die werknemer moet uitreik en van alle lone en ander bedrae wat by sodanige beëindiging aan die werknemer verskuldig is, en sodanige lone en bedrae moet op aansoek aan die werknemer gestuur word. Die bepalings van hierdie subklousule is *mutatis mutandis* van toepassing op enige diensbeëindiging ooreenkomstig die bepalings van subklousule (1) (a).

(7) 'n Werknemer wat die diens van sy werkgever sonder kennisgewing ooreenkomstig die bepalings van subklousule (1) verlaat, verbeur die loon wat hom toekom maar wat nog nie ten opsigte van die week waarin sodanige werknemer aldus die diens van sy werkgever verlaat, aan hom betaal is nie.

15. PREMIES.

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

16. GEREEDSKAP.

(1) Elke werkgever mag skêre aan sy werknemers verskaf teen die prys wat hy daarvoor betaal het.

(2) Waar die koste van 'n skêr wat aan 'n werknemer verskaf is, nie meer as R1 beloop nie, mag die werkgever die koste daarvan van die loon van die betrokke werknemer aftrek in paaiemente van hoogstens 10 sent per week. Waar die koste van skêre meer as R1 beloop, moet die afrekkings geskied in paaiemente waarvoor daar onderling ooreengekom is tussen die werkgever en sy werknemer. Die werkgever moet die skêre skerp en ook in ander opsigte in goeie orde hou sonder enige koste vir die werknemer.

17. EXISTING CONTRACTS.

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

18. CERTIFICATE OF SERVICE.

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

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

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

19. EXEMPTIONS.

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

- (a) between 6 o'clock p.m. and 6 o'clock a.m.; or
- (b) after 1 o'clock p.m. on more than five days in any week; except for the purpose of performing work—
- (i) which is necessitated by an emergency; or
- (ii) which is necessary to prevent the loss of raw materials in the course of treatment which are subject to rapid deterioration.

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

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

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

(4) The Secretary of the Council shall—

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

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

20. COUNCIL FUNDS.

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

Two cents shall be deducted every week by each employer from the wages of each of his employees for whom basic wages of not less than R2.00 per week have been prescribed in this Agreement. The total amount so deducted, together with an equal amount which shall be contributed by the employer shall be forwarded by the latter to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, not later than the seventh day of the month following that to which it refers together with a statement in such form as the Council may from time to time prescribe.

17. BESTAANDE KONTRAKTE.

Alle bestaande dienskontrakte wat op die datum van inwerking-treding van hierdie Ooreenkoms van krag is of wat na sodanige datum aangegaan word, is onderworpe aan die bepalings van hierdie Ooreenkoms.

18. DIENSSERTIFIKAAT.

(1) Elke werkgever moet 'n dienssertifikaat gratis aan elkeen van sy werknemers uitreik wanneer sodanige werknemer sodanige werkgever se diens verlaat. Die werknemer se volle naam, adres, ouderdom, beroep, geslag, weekloon op datum van indiensneming, weekloon op datum van diensbeëindiging, datum van dienstoetreding, datum van diensbeëindiging, datum van laaste verhoging en die nommer van die sertifikaat wat die werknemer ooreenkomstig die bepalings van subklousule (3) van hierdie klousule voorgelê het toe hy by sy werkgever in diens getree het, moet op die sertifikaat gemeld word. Alle sertifikate wat deur 'n werkgever uitgereik word, moet agtereenvolgens genommer en deur die werkgever of sy verteenwoordiger onderteken word, en 'n duplikaat van elke sertifikaat moet deur hom bewaar word.

(2) 'n Duplikaatkopie van elke sertifikaat wat ooreenkomstig die bepalings van hierdie klousule uitgereik word, moet aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, gestuur word.

(3) Elke werkgever moet, voordat hy 'n applikant wat om werk aansoek doen, in diens neem, van sodanige applikant vereis om 'n dienssertifikaat te toon wat ooreenkomstig die bepalings van subklousule (1) van hierdie klousule uitgereik is of 'n sertifikaat wat deur die Sekretaris van die Raad uitgereik is en waarin die onder-vinding van die applikant gemeld word, en sodanige sertifikaat moet deur die Sekretaris van die Raad uitgereik word wanneer hy daartoe versoek word. Die werkgever moet sodanige sertifikaat, tesame met die voorgeskrewe indiensnemingsvorm, wat onderstaande besonderhede bevat, nie later nie as een week nadat die applikant begin werk het, aan die Sekretaris van die Raad stuur. Die indiensnemingsvorm moet die volle naam van die werknemer, die naam van die fabriek, die adres van die werknemer, sy beroep, ouderdom, geslag en sy weekloon meld en moet deur die werkgever onderteken word.

19. VRYSTELLINGS.

(1) Die Raad mag om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enigeen verleen; met dien verstande dat geen vrystelling van die bepalings van klousule 9 of klousule 10 van die Ooreenkoms verleen mag word nie wat dié uitwerking sal hê dat magtiging verleen word vir die indiensneming van 'n vroulike persoon—

- (a) tussen 6-uur nm. en 6-uur vm.; of
- (b) na 1-uur nm. op meer as vyf dae in 'n week;

behalwe vir die verrigting van werk—

- (i) wat deur 'n noodtoestand noodsaaklik gemaak word; of
- (ii) wat nodig is ten einde die verlies van grondstowwe wat vinnig kan verweer in die loop van behandeling, te voorkom.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling ooreenkomstig die bepalings van subklousule (1) van hierdie klousule verleen is, die voorwaardes stel waarop sodanige vrystelling verleen word en die tydperk bepaal waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, indien hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon, enige vrystellingsertifikaat mag intrek afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling ooreenkomstig die bepalings van hierdie klousule verleen is, 'n sertifikaat uitreik wat hy onderteken het en wat die volgende meld:—

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes, gestel ooreenkomstig die bepalings van subklousule (2) van hierdie klousule waarop sodanige vrystelling verleen word; en
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, agtereenvolgens nommer; en
 - (b) 'n kopie bewaar van elke sertifikaat wat uitgereik word; en
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur.

(5) Elke werkgever en werknemer moet die voorwaardes van enige vrystellingsertifikaat wat ooreenkomstig die bepalings van hierdie klousule uitgereik is, nakom.

20. FONDSE VAN DIE RAAD.

Die fondse van die Raad, wat berus in en geadmistreer word deur die Raad, word op die volgende manier verskaf:—

Twee sent moet elke week deur elke werkgever afgetrek word van die loon van elkeen van sy werknemers vir wie 'n basiese loon van minder as R2 per week in hierdie Ooreenkoms voorgeskryf word. Die totale bedrag aldus afgetrek, tesame met 'n bedrag wat daaraan gelyk is en wat deur die werkgever bygedra word, moet deur sodanige werkgever aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, gestuur word en wel voor of op die sewende dag van die maand wat volg op die maand waarop dit betrekking het, en sodanige geldsending moet vergesel gaan van 'n staat in dié vorm wat die Raad van tyd tot tyd voorskryf.

21. WELFARE FUND.

(1) There is hereby established a fund known as the Clothing Industry Welfare Fund (hereinafter referred to as "the Fund" in this clause), in which is incorporated the fund established in terms of clause 22 of the Agreement published in the Schedule to Government Notice No. 987, dated 26th June, 1959, and re-enacted by the agreement published in the schedule to Government Notice No. 577, dated 13th April, 1962.

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

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

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

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

Group 1.—Employees in receipt of an inclusive wage not exceeding R5.56 per week, 2c per week.

Group 2.—Employees in receipt of an inclusive wage of more than R5.56 per week, but not exceeding R11.63 per week, 5c per week.

Group 3.—Employees in receipt of an inclusive wage of more than R11.63 per week, 7c per week,

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

(b) Notwithstanding the provisions of paragraph (a) of this sub-clause, the contributions to the fund shall be suspended in the event of the reserves of the fund exceeding R8,000 provided that in the event of the reserves falling below R4,000 the contributions shall be resumed, and every employer shall be given seven days' notice in writing of the date from which such contributions are to be resumed.

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

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

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

(a) all moneys received—

- (i) in terms of sub-clause (5) (a) hereof;
- (ii) from any other source; and

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

The audited statements shall thereafter lie for inspection at the office of the Council and copies thereof shall be transmitted to the Industrial Registrar, Pretoria, within three months after the close of the period covered thereby.

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

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

(11) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the management committee shall continue to administer the Fund and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided however, that any vacancy occurring on the committee may be filled by the Registrar 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

21. WELSYNSFONDS.

(1) Hierby word 'n fonds gestig wat bekend staan as die Welsynsfonds van die Klerasiensywerheid (hieronder die "Fonds" in hierdie klousule genoem), waarin die Fonds ingelyf is wat gestig is ooreenkomstig die bepalings van klousule 22 van die Ooreenkoms gepubliseer in die Bylae van Goewermentskennisgewing No. 987 van 26 Junie 1959 en herafgekondig by die Ooreenkoms gepubliseer in die Bylae van Goewermentskennisgewing No. 577 van 13 April 1962.

(2) Die oogmerk van die Fonds is om voorsiening te maak vir finansiële voordele vir werknemers wat verdienste verloor as gevolg daarvan dat hulle korttyd moet werk ooreenkomstig die bepalings van klousule 6 van hierdie Ooreenkoms.

(3) Die Fonds word beheer deur 'n Bestuurskomitee wat bestaan uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers, aangestel deur die Raad uit die geledere van sy lede. 'n Sekundus mag ten opsigte van elke verteenwoordiger aangestel word.

(4) Die Bestuurskomitee is bevoeg om reëls betreffende die administrasie van die Fonds, die skaal waarvolgens en die voorwaardes waarop sodanige voordele betaal moet word, te maak, te wysig en te verander. Kopieë van die reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(5) (a) Die werkgewer moet, ooreenkomstig onderstaande tabelle, 'n bedrag per week van die loon van elkeen van sy werknemers aftrek en ten opsigte van elke sodanige werknemer 'n bedrag per week bydra:—

Groep 1.—Werknemers wat 'n insluitende loon van hoogstens R5.56 per week ontvang, 2c per week.

Groep 2.—Werknemers wat 'n insluitende loon van meer as R5.56 per week maar hoogstens R11.63 per week ontvang, 5c per week.

Groep 3.—Werknemers wat 'n insluitende loon van meer as R11.63 per week ontvang, 7c per week.

Die werkgewer moet die totale bedrag aldus bereken, aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, stuur en wel voor of op die sewende dag van die maand wat volg op die maand waarop dit betrekking het, en sodanige geldsending moet vergesel gaan van 'n staat in dié vorm wat die Bestuurskomitee van tyd tot tyd voorskryf.

(b) Ondanks die bepalings van paragraaf (a) van hierdie subklousule, word bydraes tot die Fonds opgeskort ingeval die reserwes van die Fonds meer as R8,000 beloop; met dien verstande dat, ingeval die reserwes daal tot minder as R4,000, die bydraes hervat moet word en elke werkgewer sewe dae vooraf skriftelik kennis gegee moet word van die datum met ingang waarvan sodanige bydraes hervat sal word.

(6) Alle gelde wat in die Fonds gestort word, moet gedeponeer word in 'n spesiale rekening wat op naam van die Fonds geopen moet word in 'n bank en/of inrigting wat deur die Raad goedgekeur is. Alle betalings uit die Fonds geskied per tjek, getrek op die rekening van die Fonds, en sodanige tjek moet onderteken word deur twee persone wat behoorlik daartoe gemagtig is deur die Bestuurskomitee.

(7) Alle gelde wat die Bestuurskomitee beskou as te veel vir sy vereistes, mag op deposito geplaas word in 'n bank of geregistreerde bouvereniging; met dien verstande dat 'n toereikende bedrag gehou moet word in so 'n likwiede vorm dat dit die Komitee in staat sal stel om sy verpligtings na te kom sodra daar van hom vereis word om dit te doen.

(8) Die Raad moet 'n openbare rekenmeester aanstel om die rekenings van die Fonds jaarliks, en wel voor of op 31 Julie elke jaar, te ouditeer en 'n staat op te stel wat die volgende toon:—

(a) Alle gelde ontvang—

- (i) ooreenkomstig die bepalings van subklousule (5) (a) hiervan;
- (ii) uit alle ander bronne; en

(b) die uitgawes wat onder alle hoofde aangegaan is gedurende die twaalf maande geëindig 30 Junie, tesame met 'n staat wat die bates en laste van die Fonds toon.

Die geouditeerde state moet daarna in die kantoor van die Raad ter insae lê en kopieë daarvan moet aan die Nywerheids-registrateur, Pretoria, gestuur word binne drie maande na die sluiting van die tydperk waarop dit betrekking het.

(9) Indien daar te eniger tyd 'n geskil ontstaan omtrent die bepalings van die konstitusie of die administrasie van die Fonds in verband waarmee lede van genoemde Komitee voor 'n staking van stemme te staan kom en tot geen ooreenkoms geraak nie, moet sodanige geskil na die Raad verwys word, wat die saak ooreenkomstig die bepalings van sy konstitusie moet behandel.

(10) Ingeval hierdie Ooreenkoms verval weens verloop van tyd of om 'n ander rede gestaak word, moet die Fonds nog deur die Bestuurskomitee geadmineistreer word totdat sodanige Fonds gelikwiede is of totdat dit oorgedra is na 'n fonds wat behoorlik ingestel is vir dieselfde doel as dié waarvoor die oorspronklike Fonds geskep is.

(11) Ingeval die Raad ontbind of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge die bepalings van artikel vier-en-dertig (2) van die Wet, moet die Bestuurskomitee aanhou om die Fonds te administreer, en die lede van die Komitee soos dit bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag lede daarvan te wees vir sodanige doel; met dien verstande egter dat enige vakature in die Komitee deur die Registrateur gevul mag word uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval. Ten einde te verseker dat die getal werkgewersverteenvoorders

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 Registrar, he may appoint a trustee or trustees, to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the Fund shall be liquidated by the committee or the trustees, as the case may be, in the manner set forth in sub-clause (10) of this clause and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

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

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

22. EXHIBITION OF AGREEMENT.

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

23. ORGANISATION OF EMPLOYEES.

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

- interviewing employees on trade union matters;
- enrolling new members;
- posting and distributing notices issued by the trade union;
- collecting members' contributions to the trade union.

24. TRADE UNION AND EMPLOYERS' ORGANISATION MEMBERSHIP.

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

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

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

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

25. AGENTS.

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

26. EMPLOYMENT OF JUVENILES.

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

27. INSURANCE OF WAGES IN CASE OF FIRE.

Every employer shall within four weeks of the date of publication of this Agreement take out a policy of insurance with a registered insurance company which shall provide for payment to be made to all employees of the employer, who are deprived of work through fire, of the amount of two weeks' wages; provided that, should the stoppage of work be for a period of less than two weeks, a pro rata payment may be made. Should it not be possible for the employer to obtain such a policy of insurance, he shall deposit with the Council an amount equal to two weeks'

en die getal werknemersvertegenwoordigers en hul sekundi in die Komitee ewe groot is. Indien sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval dit voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die Komitee. By die verstryking van hierdie Ooreenkoms, moet die Fonds deur die Komitee of deur die trustees, na gelang van die geval, gelikwider word op die manier voorgeskryf in subklousule (10) van hierdie klousule, en indien die sake van die Raad by sodanige verstryking alreeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig die bepaling van artikel vier-entertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(12) By die likwidasië van die Fonds ooreenkomstig die bepaling van subklousule (10) van hierdie klousule, moet die gelde wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die fondse van die Raad gestort word.

(13) Alle koste verbonde aan die administrasie en likwidasië van die Fonds, moet teen die Fonds inrekening gebring word.

22. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in 'n vorm voorgeskryf in die regulasies wat kragtens die Wet opgestel is, in sy bedryfsinrigting vertoon in 'n opvallende plek wat gereedlik toeganklik is vir al sy werknemers.

23. ORGANISASIE VAN WERKNEMERS.

Elke werkgever moet enige persoon of persone wat deur die vakvereniging en deur die Raad daartoe gemagtig is, toelaat om sy bedryfsinrigting gedurende die etensuur te betree; met dien verstande dat daar 24 uur vooraf skriftelik kennis aan die werkgever of sy verteenwoordiger gegee is met die doel om—

- werknemers oor sake van die vakvereniging te spreek;
- nuwe lede in te skryf;
- kennissgewings wat deur die vakvereniging uitgereik is, op te plak en te versprei;
- die bydraes van lede tot die vakvereniging in te vorder.

24. LIDMAATSKAP VAN VAKVERENIGING EN WERKGEWERS-ORGANISASIE.

Geen lid van die vakvereniging mag diens by 'n werkgever wat nie lid van die werkgewersorganisasie is nie, aanvaar nie en geen lid van die werkgewersorganisasie mag 'n werknemer wat nie lid van die vakvereniging is nie, in diens neem nie; met dien verstande dat hierdie klousule nie van toepassing is nie op—

- bestuurders, voorvrouens, voormanne of toesighouers;
- nuwe lede in te skryf; nie spesifiek in hierdie Ooreenkoms voorgeskryf word nie; of
- werkgewers of werknemers wat, na die mening van die Raad, sonder grondige rede lidmaatskap geweier is;

met dien verstande voorts dat hierdie klousule nie van toepassing is nie op die indiensneming, in die Nywerheid, van 'n werknemer wat, na die mening van die Minister, grondige rede het om te weier om lid te word of lid te bly van die vakvereniging; voorts met dien verstande dat hierdie bepaling nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika van toepassing is nie; met dien verstande dat, as 'n immigrant te enigertyd na sy eerste drie maande diens in die Nywerheid 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, die bepaling van hierdie klousule onmiddellik in werking tree.

25. AGENTE.

Die Raad moet een of meer bepaalde persone as agente aanstel om te help om uitvoering aan die bepaling van hierdie Ooreenkoms te gee. Dit is die plig van elke werkgever en elke werknemer om sodanige agent toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat vir sy doel nodig mag wees.

26. INDIENSNEMING VAN JEUGDIGES.

Geen persoon onder die leeftyd van 15 jaar mag in die Nywerheid in diens geneem word nie.

27. VERSEKERING VAN LONE IN GEVAL VAN BRAND.

Elke werkgever moet binne vier weke na die datum van publikasie van hierdie Ooreenkoms 'n versekeringspolis by 'n geregistreerde versekeringsmaatskappy uitneem wat voorsiening moet maak vir die betaling, aan alle werknemers van die werkgever wat weens brand sonder werk is, van die bedrag van twee weke se loon; met dien verstande dat, indien die stopsetting van die werk korter as twee weke duur, 'n pro rata bedrag betaal mag word. Indien dit nie vir die werkgever moontlik is om so 'n versekeringspolis te verkry nie, moet hy by die Raad 'n bedrag deponeer wat gelyk is aan die lone, vir twee weke, van alle werknemers in die bedryfsinrigting op die datum waarop

wages of all employees in the establishment at the date of coming into operation of this Agreement which the Council shall retain in a special trust investment account until required for a like payment to employees. Any adjustment to the amount held by the Council shall be made within two weeks from the date of an increase or decrease, as the case may be, in the total number of employees employed by the employer.

Signed at Port Elizabeth on behalf of the Parties, this 17th day of July, 1962.

R. GUTSTEIN,
Chairman of the Council.

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

A. S. YOUNG,
Secretary of the Council.

No. 1582.] [11 October 1963.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

CLOTHING INDUSTRY, EASTERN PROVINCE.

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, published under Government Notice No. 1581 of the 11th October, 1963, 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.

M. VILJOEN,
Deputy-Minister of Labour.

No. 1583.] [11 October 1963.
INDUSTRIAL CONCILIATION ACT, 1956.

CLOTHING INDUSTRY, EASTERN PROVINCE.

SICK BENEFIT FUND AGREEMENT.

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 all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th June, 1965, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 and 4 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th June, 1965, 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 Port Elizabeth, King William's Town and East London; and

(c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Port Elizabeth, King William's Town and East London, and from the

hierdie Ooreenkoms in werking tree, en die Raad moet sodanige bedrag in 'n spesiale trustbeleggingsrekening hou totdat dit vir so 'n betaling aan die werknemers nodig is. Enige verandering in die bedrag wat die Raad hou, moet aangebring word binne twee weke vanaf die datum van 'n vermeerdering of vermindering, na gelang van die geval, in die getal werknemers wat by die werkgewer in diens is.

Namens die partye te Port Elizabeth onderteken op hede die 17de dag van Julie 1962.

R. GUTSTEIN,
Voorsitter van die Raad.

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

A. S. YOUNG,
Sekretaris van die Raad.

No. 1582.] [11 Oktober 1963.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

KLERASIENYWERHEID, OOSTELIKE PROVINSIE.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Klerasienywerheid, gepubliseer by Goewermentskennisgewing No. 1581 van 11 Oktober 1963, oor die algemeen vir persone wie se werkeure 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.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 1583.] [11 Oktober 1963.
WET OP NYWERHEIDSVERSOENING, 1956.

KLERASIENYWERHEID, OOSTELIKE PROVINSIE.

SIEKTEBYSTANDSFONDSOOREENKOMS.

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 al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1965 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;

(b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 en 4 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1965 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Port Elizabeth, King William's Town en Oos-Londen; en

(c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 en 4 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum

second Monday after the date of publication of this notice and for the period ending the 30th June, 1965, the provisions contained in clauses 1, 3 and 4 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.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY,
EASTERN PROVINCE.

SICK BENEFIT FUND.

AGREEMENT

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

Eastern Province Clothing Manufacturers' Association
(hereinafter called "the employers" or "employers' organisation"), of the one part, and the

Garment Workers' Union
(hereinafter called "the employees" or "the trade union"), of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT.

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of the Industrial Conciliation Act, 1956, and shall remain in force for a period expiring not later than 30th June, 1965, or for such period as may be determined by him.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956;

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

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

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

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

van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1965 eindig, in die landdrosdistrikte Port Elizabeth, King William's Town en Oos-Londen *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID,
OOSTELIKE PROVINSIE.

SIEKTEBYSTANDSFONDS.

OOREENKOMS

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

Eastern Province Clothing Manufacturers' Association

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

Garment Workers' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Behoudens die bepalings van subklousule (2) hiervan, moet die bepalings van hierdie Ooreenkoms in die landdrosdistrikte Port Elizabeth, King William's Town en Oos-Londen nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat in die Klerasienywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is, wat in daardie Nywerheid werksaam is en vir wie lone in die Hoofdooreenkoms voorgeskryf word.

(2) Die bepalings van hierdie Ooreenkoms is nie op 'n bestuurder, voorvrou, voorman, toesighouer, ontwerper of klerk wat maandeliks besoldig word teen minstens die totale besoldiging wat in die Hoofdooreenkoms voorgeskryf word, vermenigvuldig deur vier en een derde, en wie se diensvoorwaardes die volgende bepalings insluit, van toepassing nie:—

- Dat sy dienskontrak nie sonder 'n maand kennisgewing beëindig mag word nie;
- dat sy maandelikse besoldiging nie as gevolg van korttydwerk, openbare vakansiedae sonder betaling of tydperke van afwesigheid weens siekte van hoogstens tien werkdade in 'n bepaalde jaar diens, behoudens die indiening van 'n geneeskundige sertifikaat indien dit deur die werkgewer vereis word, verminder mag word nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens die bepalings van die Wet op Nywerheidsversoening, 1956, mag vasstel en bly van krag vir 'n tydperk wat voor of op 30 Junie 1965 verstryk, of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKEYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet; waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel; en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander vorm van klerklike werk verrig, en ook 'n kassier en 'n telefonis;

"Klerasienywerheid" of "Nywerheid", sonder om die gewone betekenis van die woord enigerwyse te beperk, kleremakery, die vervaardiging van alle soorte bo- en onderklere, met inbegrip van slaapkler, en alle soorte hoede, pette en dasse van tweed en linne, en die vervaardiging van alle soorte kledingstukke soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of plaaslike besture, uitgesonderd kleremakery-op-maat;

"Raad" die Nywerheidsraad vir die Klerasienywerheid, Oostelike Provinsie, wat ingevolge die Nywerheidsversoeningswet, 1937, geregistreer is en geag word geregistreer te wees ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956;

"bedryfsinrigting" 'n plek waarin 'n werksaamheid in verband met die Klerasienywerheid verrig word;

"experience" means the total length of all periods of employment in the Industry of an employee in respect of whom wages are prescribed in this Agreement, and shall be deemed to be continuous from the time the employee enters his employer's service until the time such service is terminated, provided that an employee whose services are terminated at the end of his employer's working year and who resumes work with his former employer within 14 days of the reopening of the employer's factory shall be deemed to have worked continuously;

"Fund" means the Sick Benefit Fund established under this Agreement;

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

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

"Main Agreement" means the Agreement published under Government Notice No. 1581, dated 11th October, 1963;

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

"wage" means the basic weekly wage excluding cost of living allowance, overtime or any supplementary wage, prescribed in the Main Agreement.

4. SICK BENEFIT FUND.

(1) The Fund known as the Clothing Industry Sick Benefit Fund, (hereinafter referred to as the Fund) established in terms of clause 21 of the Agreement published in the Schedule to Government Notice No. 987 of the 26th June, 1959, as re-enacted by Government Notice No. 577 of the 13th April, 1962, is hereby continued.

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

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

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

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

	Employee's Contribution.	Employer's Contribution.
(a) Labourers, tea-boys and tea-girls:—		
During the first six months of experience.....	3c	4c
Thereafter.....	3c	10c
(b) All other employees:—		
During the first six months of experience.....	5c	7c
Thereafter.....	5c	13c

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

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

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

Labourers, tea-boys and tea-girls: 25 cents per day.
Employees other than labourers, tea-boys and tea-girls having not more than two years' experience: 45 cents per day.

"ondervinding" die totale lengte van alle dienstdyde wat 'n werknemer ten opsigte van wie lone in hierdie Ooreenkoms voorgeskryf word, in die Nywerheid gehad het en wat geag word aaneenlopend te wees vanaf die tyd waarop die werknemer diens by sy werkgever aanvaar het tot die tyd waarop sodanige diens beëindig word; met dien verstande dat 'n werknemer wie se dienste aan die einde van sy werkgevers se werkjaar beëindig word en wat binne veertien dae vanaf die heropening van die werkgevers se fabriek weer werk by sy vorige werkgever aanvaar, geag word vir 'n aaneenlopende tydperk in diens te gewees het;

"Fonds" die Siektebystandsfonds wat kragtens hierdie Ooreenkoms gestig is;

"arbeider" 'n werknemer wat geheel en al of hoofsaaklik in een of meer van die volgende beroepe werkzaam is:—

- (a) Persele, voertuie, diere of masjiene skoonmaak of dierevoertuie dryf;
- (b) goedere op- of aflaai;
- (c) goedere dra of opstapel;
- (d) goedere verpak vir versending of aflewering, pakkiste toespier of bale toewerk;
- (e) briewe, boodskappe of goedere te voet of deur middel van 'n voet- of handaangedrewe voertuig aflewer;
- (f) vure maak en in stand hou of vuilgoed of as verwyder;
- (g) rubberoplossings meng vir kledingstukke met rubberafwerking;
- (h) masjiendryfbande herstel;
- (i) masjiene smeer;

"Hoofdooreenkoms" die Ooreenkoms wat by Goewermentskennisgewing No. 1581 van 11 Oktober 1963 gepubliseer is; "teemaakster" of "teemaker" 'n werknemer wat geheel en al of hoofsaaklik gebruik word om tee en dergelike drankte te berei;

"loon" die basiese weekloon, uitgesonderd lewenskostoelae, oortydbesoldiging of enige aanvullende loon, voorgeskryf in die Hoofdooreenkoms.

4. SIEKTEBYSTANDSFONDS.

(1) Die Fonds wat as die Siektebystandsfonds van die Klerasienywerheid bekend staan (hieronder die "Fonds" genoem), wat gestig is ooreenkomstig die bepaling van klousule 21 van die Ooreenkoms wat in die Bylae van Goewermentskennisgewing No. 987 van 26 Junie 1959, gepubliseer en weer afgekondig is by Goewermentskennisgewing No. 577 van 13 April 1962, word hierby voortgesit.

(2) Die doel van die Fonds is om mediese, farmaseutiese en siektebesoldigingsvoordele aan lede wat aan swak gesondheid ly en spesiale finansiële voordele aan werknemers wat aan tuberkulose ly, te verskaf.

(3) Die Fonds word beheer en bestuur deur 'n bestuurskomitee wat bestaan uit drie verteenwoordigers van die werkgevers en drie verteenwoordigers van die werknemers wat deur die Raad uit sy geledere aangestel word. 'n Sekundus mag ten opsigte van elke verteenwoordiger aangestel word.

(4) Die Bestuurskomitee besit die bevoegdheid om reëls betreffende die administrasie van die Fonds te maak, te wysig en te verander. Kopieë van die reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(5) Die werkgever moet elke week 'n bedrag van die loon van elke werknemer aftrek en moet ten opsigte van elke werknemer 'n bedrag bydra ooreenkomstig onderstaande tabel:—

	Bydrae van werknemer.	Bydrae van werkgever.
(a) Arbeiders, teemakers en teemaaksters:—		
Gedurende die eerste ses maande ondervinding.....	3c	4c
Daarna.....	3c	10c
(b) Alle ander werknemers:—		
Gedurende die eerste ses maande ondervinding.....	5c	7c
Daarna.....	5c	13c

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

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

- (a) alle mediese behandeling, uitgesonderd 'n bevalling, narkose, tandheelkundige, oogkundige, neus-, oor-, keel- en ander operasies, behalwe dié kleinere operasies wat die Fonds se mediese beampte mag toestem om binne die bestek van die Fonds uit te voer;
- (b) die verskaffing, op gesag van 'n preskripsie onderteken deur die Fonds se mediese beampte, van medisyne, verdowingsmiddels, salf, verbande en huidwater;
- (c) 'n subsidie, na goedvinde van die Bestuurskomitee, ter bestryding van die koste van 'n bril;
- (d) siektebesoldiging, teen onderstaande skale, met ingang van die vierde dag van die siekte tot en met 48 dae aaneenlopende afwesigheid:—

Arbeiders, teemakers en teemaaksters: 25 sent per dag.
Ander werknemers as arbeiders, teemakers en teemaaksters, met hoogstens twee jaar ondervinding: 45 sent per dag.

Employees other than labourers, tea-boys and tea-girls having not less than two years' experience: 60 cents per day.

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

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

For the purposes of this clause—

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

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

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

(7) An employee who has paid contributions for a period of 36 weeks and who has exhausted the benefits obtainable in terms of paragraph (d) of sub-clause (6) shall be entitled to financial assistance by way of tuberculosis pay at the rate of not less than R2 per calendar week for a consecutive period of eight weeks commencing on the day the employee, certified to be suffering from tuberculosis by a medical practitioner ceased work on the instruction of such medical practitioner, or for such lesser period as the medical practitioner may deem it necessary for the employee to remain absent from his place of work due to his contraction of tuberculosis; provided that—

- (a) an employee qualifying for benefit on any day during a calendar week shall be paid one-seventh of the weekly benefit in respect of each day of such week for which he qualifies for benefit;
- (b) an employee is deemed to qualify for benefits on the day following that upon which the last payment in terms of paragraph (d) of sub-clause (6) is payable;
- (c) the Management Committee may at its discretion authorise the payment of an amount in excess of R2 per week but not exceeding R4 per week, and in addition thereto may at its discretion, and after having satisfied itself on due investigation, that the cessation of the payment referred to in sub-clause (7) hereof would cause undue hardship to the employee concerned and/or his or her dependants authorise the payment of financial assistance in terms of this section for a period in excess of the period of eight weeks specified.

(8) (a) Within four weeks of being employed in the Industry every employee shall be required to produce a medical certificate certifying that he is free from tuberculosis.

(b) Every employee employed in the Industry in the Magisterial District of Port Elizabeth, may be required either by the employer or the Council to be X-rayed at the Miniature X-Ray Plant at the North End Clinic; Port Elizabeth once annually; the cost of such examination to be borne by the Fund.

(c) Every employee employed in the Industry in other areas may, with the prior approval of the Council, be required to be X-rayed and the cost of such examination to be borne by the Fund.

(9) A public accountant shall be appointed by the Council to audit the accounts of the Fund annually and not later than the 31st July, in each year, prepare a statement showing—

- (a) all moneys received—
 - (i) in terms of sub-clause (5) hereof;
 - (ii) from any other source; and
- (b) expenditure incurred under all headings during the twelve months ended 30th June, preceding, together with a statement showing the assets and liabilities of the Fund.

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

(10) All payments payable or authorised in terms of this clause shall cease whenever the available funds fall below R400 and shall not recommence until the available funds are in excess of R400.

Ander werknemers as arbeiders, teemakers en teemaaksters, met minstens twee jaar ondervinding: 60 sent per dag.

Ingeval 'n werknemer die volle bystandstydperk kragtens hierdie subklousule gebruik, moet 'n verdere bydraetydperk van dertien weke verloop voordat sodanige werknemer op verdere siektevoordele geregtig word. In die geval van kort tydperke van siekte binne die maksimum bystandstydperk van 48 dae, moet daar 'n tydperk van ses dae na die einde van een siekte verloop voordat siektebesoldigingsvoordele ten opsigte van 'n ander tydperk van siekte betaalbaar word.

Elke sertifikaat wat deur 'n mediese beamppte uitgereik word, het 'n looptyd van hoogstens vyf dae vanaf die datum van uitreiking; met dien verstande dat die Raad die sertifikaat van 'n mediese beamppte vir dié langer tydperk mag aanvaar wat hy mag bepaal.

Vir die toepassing van hierdie klousule beteken—

"siekte" enige siekte, ongesteldheid of kwaal wat—

- (i) nie aan wangedrag of die buitensporige gebruik van bedwelmende drank of verdowingsmiddels te wyte is nie; en
- (ii) nie 'n ongeval, siekte of kwaal is nie ten opsigte waarvan vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is en ook nie 'n ongesteldheid is nie van vrouens wat kraambehandeling moet ontvang en wat nie vir 'n kraamtoekenning ingevolge die Wet op Fabriek, Masjienerie en Bouwerk, 1941, in aanmerking kom nie;

"dag" ook 'n Saterdag, maar nie ook 'n Sondag nie en ook nie 'n vakansiedag in die geval van bedryfsinrigtings wat ses dae per week werk en ook nie 'n Saterdag, Sondag of 'n ander vakansiedag in die geval van bedryfsinrigtings van vyf dae per week werk nie.

(7) 'n Werknemer wat bydraes vir 'n tydperk van 36 weke betaal het en wat die voordele wat kragtens paragraaf (d) van subklousule (6) verkrygbaar is, uitgeput het, is op finansiële hulp by wyse van tuberkulosebesoldiging teen minstens R2 per kalenderweek geregtig vir 'n aaneenlopende tydperk van agt weke wat begin op die dag waarop die werknemer, deur 'n mediese praktisyn gesertifiseer as 'n tuberkuloseer, opgehou het om te werk op las van sodanige mediese praktisyn, of vir dié korter tydperk wat die mediese praktisyn nodig mag ag dat die werknemer van sy werkplek afwesig moet wees omdat hy tuberkulose opgedoen het; met dien verstande dat—

- (a) 'n werknemer wat vir 'n voordeel kwalifiseer op enige dag gedurende 'n kalenderweek, een sewende van die weeklikse voordeel betaal moet word ten opsigte van elke dag van sodanige week waarvoor hy vir 'n voordeel kwalifiseer;
- (b) 'n werknemer geag word vir voordele te kwalifiseer op die dag wat volg op dié dag waarop die laaste betaling ingevolge die bepalings van paragraaf (d) van subklousule (6) betaalbaar is;
- (c) die Bestuurskomitee na sy goedvinde magtigting mag verleen vir die betaling van 'n bedrag van meer as R2 per week maar hoogstens R4 per week en daarbenewens na sy goedvinde en nadat hy hom, na behoorlike ondersoek, daarvan oortuig het dat die staking van die betaling soos bedoel in subklousule (7) hiervan, die betrokke werknemer en/of sy of haar afhanklikes onnodig sal laat ly, goedkeuring mag verleen vir die betaling; ooreenkomstig hierdie klousule, van finansiële hulp vir 'n tydperk van langer as die tydperk van agt weke hierbo bepaal.

(8) (a) Elke werknemer moet, binne vier weke na sy toetredetot die Nywerheid, 'n mediese sertifikaat produseer waarin verklaar word dat hy vry van tuberkulose is.

(b) Die werkgewer of die Raad mag van elke werknemer wat in die landdroisdistrikt Port Elizabeth in die Nywerheid werksaam is, vereis om hom een maal elke jaar aan 'n X-straalondersoek te onderwerp by die Miniatuur-X-straalinstallasie by die Noord-eindklyniek, Port Elizabeth; die koste van sodanige ondersoek moet deur die Fonds gedra word.

(c) Indien die goedkeuring van die Raad vooraf verkry word, mag daar van elke werknemer wat in ander gebiede in die Nywerheid werksaam is, vereis word om hulle aan 'n X-straalondersoek te onderwerp, en die koste van sodanige ondersoek moet deur die Fonds gedra word.

(9) Die Raad moet 'n openbare rekenmeester aanstel om die rekenings van die Fonds jaarliks en wel voor of op 31 Julie elke jaar, te ouditeur en 'n staat op te stel wat die volgende toon:—

- (a) Alle gelde ontvang—
 - (i) ingevolge die bepalings van subklousule (5) hiervan;
 - (ii) uit enige ander bron; en
- (b) die uitgawes wat gedurende die vorige twaalf maande eindigende 30 Junie, onder alle hoofde aangegaan is, tesame met 'n staat wat die bates en laste van die Fonds toon.

Die geouditeerde state moet daarna in die kantoor van die Raad ter insae lê, en kopieë daarvan moet aan die Nywerheids-registrateur, Pretoria, gestuur word.

(10) Die betaling van alle bedrae wat kragtens hierdie klousule betaalbaar is of goedgekeur is, word gestaak wanneer die beskikbare fondse tot minder as R400 daal en word nie hervat nie totdat die beskikbare fondse meer as R400 beloop.

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

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

(13) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Management Committee shall continue to administer the Fund and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided, however, that any vacancy occurring on the Committee may be filled by the Registrar 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 Registrar, he may appoint a trustee or trustees, to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. Upon the expiration of this Agreement the Fund shall be liquidated by the Committee or the trustees, as the case may be in the manner set forth in sub-clause (12) of this clause and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

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

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

5. AGENTS.

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

Signed at Port Elizabeth on behalf of the parties on this 17th day of July, 1962.

R. GUTSTEIN,
Chairman of the Council.
C. M. S. GELVAN,
Vice-Chairman of the Council.
A. S. YOUNG,
Secretary of the Council.

No. 1586.] [11 October 1963.
INDUSTRIAL CONCILIATION ACT, 1956.

CLOTHING INDUSTRY, EASTERN PROVINCE.

PROVIDENT FUND AGREEMENT.

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 all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th June, 1965, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the the said organisation or union;

(11) Indien daar te eniger tyd 'n geskil ontstaan omtrent die bepalings van die konstitusie of die administrasie van die Fonds in verband waarmee die lede van genoemde Komitee voor 'n staking van stemme te staan kom en daar nie tot 'n ooreenkoms geraak word nie, moet sodanige geskilpunt na die Raad verwys word, wat die saak ooreenkomsdig die bepalings van sy konstitusie moet behandel.

(12) Ingeval hierdie Ooreenkoms weens verloop van tyd verval of om 'n ander oorsaak gestaak word, moet die Fonds nog deur die Bestuurskomitee geadminestreer word totdat sodanige Fonds gelikwider of oorgeplaas is na 'n ander fonds wat behoorlik ingestel is vir dieselfde doel as dié waarvoor die oorspronklike Fonds gestig is.

(13) Ingeval die Raad ontbind of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ooreenkomsdig die bepalings van artikel vier-en-dertig (2) van die Wet, moet die Bestuurskomitee nog die Fonds administreer, en die lede van die Komitee wat bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag die lede daarvan te wees vir sodanige doel; met dien verstande egter dat enige vakature in die Komitee deur die Registrateur uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul mag word ten einde te verseker dat die getal verteenwoordigers van die werkgewers en die werknemers en van hul sekundi in die Komitee ewe groot is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval dit voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die Komitee. By verstryking van hierdie Ooreenkoms moet die Fonds deur die Komitee of die trustees, na gelang van die geval, gelikwider word op die manier soos voorgeskryf in subklousule (12) van hierdie klousule, en indien die sake van die Raad by sodanige verstryking alreeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomsdig die bepalings van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(14) By die likwidasië van die Fonds ooreenkomsdig die bepalings van subklousule (12) van hierdie klousule moet die gelde wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiëkoste, betaal is, in die fondse van die Raad gestort word.

(15) Alle administrasie- en likwidasiëkoste van die Fonds moet teen die Fonds in rekening gebring word.

5. AGENTE.

Die Raad moet een of meer bepaalde persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer en elke werknemer om sodanige agent toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat vir hierdie doel nodig is.

Namens die partye te Port Elizabeth onderteken op hede die 17de dag van Julie 1962.

R. GUTSTEIN,
Voorsitter van die Raad.
C. M. S. GELVAN,
Ondervoorsitter van die Raad.
A. S. YOUNG,
Sekretaris van die Raad.

No. 1586.] [11 Oktober 1963.
WET OP NYWERHEIDSVERSOENING, 1956.

KLERASIENYWERHEID, OOSTELIKE PROVINSIE.

VOORSORGSFONDSOOREENKOMS.

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 al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1965 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;

- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3, 4, 5 and 7 of the said Agreement, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th June, 1965, 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 Port Elizabeth, King William's Town and East London; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Port Elizabeth, King William's Town and East London, and from the second Monday after the date of publication of this notice and for the period ending the 30th June, 1965, the provisions contained in clauses 1, 3, 4, 5 and 7 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.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, EASTERN PROVINCE.

PROVIDENT FUND.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, made and entered into by and between the Eastern Province Clothing Manufacturers' Association (hereinafter called "the employers" or "employers' organisation") of the one part, and the

Garment Workers' Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Port Elizabeth, King William's Town and East London by all employers who are members of the employers' organisation and are engaged in the Clothing Industry and by all employees who are members of the trade union and are employed in the said Industry and for whom minimum wages are prescribed in the Council's Main Agreement.

2. DATE AND PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section *forty-eight* of the Act, and shall remain in force for the period ending 30th June, 1965, or such period as may be determined by him.

3. DEFINITIONS.

All expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, any reference to that Act shall include any amendments of the 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;

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

(b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepaling vervat in klousules 1, 3, 4, 5 en 7 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1965 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Port Elizabeth, King William's Town en Oos-Londen; en

(c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepaling vervat in klousules 1, 3, 4, 5 en 7 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1965 eindig, in die landdrosdistrikte Port-Elizabeth, King William's Town en Oos-Londen *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepaling ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, OOSTELIKE PROVINSIE.

VOORSORGSFONDS.

OOREENKOMS

ingevoelge die bepaling van die Wet op Nywerheidsversoening, No. 28 van 1956, gesluit en aangegaan deur en tussen die

Eastern Province Clothing Manufacturers' Association

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

Garment Workers' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepaling van hierdie Ooreenkoms moet in die landdrosdistrikte Port Elizabeth, King William's Town en Oos-Londen nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat in die Klerasiennywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is, wat in genoemde Nywerheid werksaam is en vir wie lone in die Raad se Hofooreenkoms voorgeskryf word.

2. DATUM VAN INWERKINGTREDE EN GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens die bepaling van artikel *agt-en-veertig* van die Wet mag vasstel en bly van krag vir die tydperk eindigende 30 Junie 1965 of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van genoemde Wet melding gemaak word, word ook alle wysigings van die Wet bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"Klerasiennywerheid" of "Nywerheid", sonder om die gewone betekenis van die woord enigerwyse te beperk, kleremakery, die vervaardiging van alle soorte bo- en onderklere, met inbegrip van nagklere, en alle soorte hoede, pette en dasse van tweed en linne, en die vervaardiging van alle soorte kledingstukke soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie en plaaslike besture, maar uitgesonderd kleremakery-op-maat;

"Council" means the Industrial Council for the Clothing Industry, Eastern Province, registered in terms of the Act;
 "establishment" means any place in which any operations in connection with the Clothing Industry is carried on;
 "experience" means the total length of all periods of employment in the Industry of an employee in respect of whom wages are prescribed in the Main Agreement, and shall be deemed to be continuous from the time the employee enters his employer's service until the time such service is terminated; provided that an employee whose services are terminated at the end of his employer's working year and who resumes work with his former employer within 14 days of the reopening of the employer's factory shall be deemed to have worked continuously;
 "Fund" means the Provident Fund established under this Agreement;
 "Fund week" means a week calculated from midnight between Friday and Saturday to midnight the next succeeding Friday and Saturday;
 "Main Agreement" means the Agreement published under Government Notice No. 1581, dated 11th October, 1963;
 "member" or "member of the Fund" means any person who contributes or has contributed to the Fund as an employee in terms of this Agreement;
 "nominee" means any person appointed by a member to whom any benefits, accruing to such member at the time of his death shall be paid;
 "retiral age" means the age of 60 years;
 "Secretary" means the Secretary of the Council and includes any official appointed to assist the Secretary;
 "wage" means the basic weekly wage (excluding cost of living allowance, overtime or any supplementary wage) prescribed in the Main Agreement.

4. PROVIDENT FUND.

(1) The Fund established under Government Notice No. 607, dated the 20th March, 1953, re-enacted by Government Notice No. 467, dated the 28th March, 1958, renewed by Government Notice No. 1605, dated the 9th October, 1959, amended by Government Notice No. 1090, dated the 29th July, 1960, and re-enacted by Government Notice No. 579, dated the 13th April, 1962, is hereby continued for the purpose of providing benefits to employees in the Industry.

The Fund shall consist of—

- any moneys standing to the credit of the said Fund established under Government Notice No. 607, dated the 20th March, 1953, as amended and re-enacted;
- contributions paid into the Fund in accordance with this clause;
- interest derived from the investment of any moneys of the Fund;
- any other moneys to which the Fund may become entitled.

(2) The Fund shall be under the control of a Management Committee appointed by the Council consisting of three representatives of the employers and three representatives of the trade union.

An alternate may be appointed in respect of each representative. The Management Committee shall elect a chairman and vice-chairman from amongst its members and shall prescribe its own rules of procedure. Should the Management Committee be unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers.

(3) The Management Committee shall have the power to make, amend and alter rules governing the administration of the Fund.

(4) The Management Committee shall collect all revenue and shall have the power to invest moneys surplus to current requirements as set out in clause 4 (7) (b). The Management Committee shall have the power to appoint an auditor, an actuary, a secretary and staff on such terms and conditions as it thinks fit and vary such appointments.

Contributions.

(5) (a) All employees for whom wages are prescribed in an Agreement of the Council having not less than a total of six months' experience in the Industry shall become members of the fund and contribute on the following basis:—

- Group 1.—Employees whose wages are less than R6 per week shall contribute eight cents per week.
- Group 2.—Employees whose wages are not less than R6 per week but less than R10 per week shall contribute ten cents per week.
- Group 3.—Employees whose wages are not less than R10 per week shall contribute twenty-three cents per week.

(b) Every employer shall on each pay-day deduct from the wages of each of his employees who is a member of the Fund an amount in accordance with paragraph (a) and to the aggregate of the amount so deducted, the employer shall add an amount calculated on the following basis:—

- Group 1 employee.—2 cents per week.
- Group 2 employee.—4 cents per week.
- Group 3 employee.—17 cents per week.

The employer shall forward the total amount so calculated to the Secretary, not later than the seventh day of the following month, together with a statement in accordance with the Annexure hereto.

"Raad" die Nywerheidsraad vir die Klerasiennywerheid, Oostelike Provinsie, soos geregistreer ingevolge die bepalings van die Wet;
 "bedryfsinrigting" 'n plek waarin enige werksaamheid in verband met die Klerasiennywerheid verrig word;
 "ondervinding" die totale lengte van alle dienstydsperke wat 'n werknemer ten opsigte van wie lone in die Hoofdooreenkoms voorgeskryf word, in die Nywerheid gehad het en sodanige tydperke word geag aaneenlopend te wees vanaf die tyd waarop die werknemer in die diens van sy werkgever getree het tot die tyd waarop sodanige diens beëindig word; met dien verstande dat 'n werknemer wie se dienste aan die einde van sy werkgever se werkjaar beëindig word en wat binne veertien dae na die heropening van die werkgever se fabriek weer werk by sy vorige werkgever aanvaar, geag moet word vir 'n aaneenlopende tydperk te gewerk het;
 "Fonds" die Voorsorgsfonds wat by hierdie Ooreenkoms gestig word;
 "Fondsweek" 'n week bereken vanaf middernag tussen Vrydag en Saterdag tot middernag tussen die daaropvolgende Vrydag en Saterdag;
 "Hoofdooreenkoms" die Ooreenkoms soos gepubliseer by Goewermentskennisgewing No. 1581 van 11 Oktober 1963;
 "lid" of "lid van die Fonds" 'n persoon wat ooreenkomstig die bepalings van hierdie Ooreenkoms as 'n werknemer tot die Fonds bydra of bygedra het;
 "benoemde" 'n persoon, deur 'n lid aangestel, aan wie enige voordeel wat sodanige lid ten tyde van sy afsterwe toekom, betaal moet word;
 "aftredingsouderdom" die leeftyd van 60 jaar;
 "Sekretaris" die Sekretaris van die Raad en ook 'n beaampte wat aangestel is om die Sekretaris behulpzaam te wees;
 "loon" die basiese weekloon (uitgesonderd lewenskostetoelae, oortydbesoldiging of aanvullende loon) wat in die Hoofdooreenkoms voorgeskryf word.

4. VOORSORGSFONDS.

(1) Die Fonds gestig by Goewermentskennisgewing No. 607 van 20 Maart 1953, herafgekondig by Goewermentskennisgewing No. 467 van 28 Maart 1958, hernieu by Goewermentskennisgewing No. 1605 van 9 Oktober 1959, gewysig by Goewermentskennisgewing No. 1090 van 29 Julie 1960 en herafgekondig by Goewermentskennisgewing No. 579 van 13 April 1962, word hierby voortgesit met die doel om voordele aan werknemers in die Nywerheid te verskaf.

Die Fonds bestaan uit—

- gelde in die krediet van genoemde Fonds soos ingestel by Goewermentskennisgewing No. 607 van 20 Maart 1955, soos gewysig en herafgekondig;
- bydraes wat ooreenkomstig die bepalings van hierdie klousule aan die Fonds betaal word;
- rente verkry uit die belegging van gelde van die Fonds;
- alle ander gelde waarop die Fonds geregtig mag word.

(2) Die Fonds staan onder die beheer van 'n Bestuurskomitee wat deur die Raad aangestel is en wat bestaan uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die vakvereniging.

Daar mag 'n sekondus ten opsigte van elke verteenwoordiger aangestel word. Die Bestuurskomitee moet 'n Voorsitter en Ondervoorsitter uit sy geledere kies en skryf sy eie reglement van orde voor. Indien die Bestuurskomitee om die een of ander rede nie daartoe in staat is om sy pligte uit te voer nie, moet die Raad daardie pligte uitvoer en sy bevoegdhede uitoefen.

(3) Die Bestuurskomitee het die bevoegdheid om reëls betreffende die administrasie van die Fonds, te maak, te wysig en te verander.

(4) Die Bestuurskomitee moet alle inkomste invorder en het die bevoegdheid om surplusgelde wat nie vir die vereistes soos in klousule 4 (7) (b) bepaal, nodig is nie, te belê. Die Bestuurskomitee het die bevoegdheid om 'n ouditeur, 'n aktuaris, 'n sekretaris en personeel aan te stel op dié voorwaardes wat hy dienstig ag en om sodanige aanstellings te verander.

Bydraes.

(5) (a) Alle werknemers vir wie lone in 'n ooreenkoms van die Raad voorgeskryf word en wat altesaam minstens ses maande ondervinding in die Nywerheid het, moet lede van die Fonds word en op onderstaande grondslag bydra:—

- Groep 1.—Werknemers wie se lone minder as R6 per week is, moet agt sent per week bydra.
- Groep 2.—Werknemers wie se lone minstens R6 per week maar minder as R10 per week is, moet tien sent per week bydra.
- Groep 3.—Werknemers wie se lone minstens R10 per week is, moet drie-en-twintig sent per week bydra.

(b) Elke werkgever moet op elke betaaldag 'n bedrag van die loon van elkeen van sy werknemers wat lid van die Fonds is, ooreenkomstig die bepalings van paragraaf (a) aftrek, en by die totaal van die bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat op onderstaande grondslag bereken is:—

- Groep 1-werknemer.—2 sent per week.
- Groep 2-werknemer.—4 sent per week.
- Groep 3-werknemer.—17 sent per week.

Die werkgever moet die totale bedrag aldus bereken, voor of op die sewende dag van die daaropvolgende maand aan die Sekretaris stuur tesame met 'n staat soos voorgeskryf in die Aanhangsel hiervan.

It shall be the responsibility of the employers to ensure that deductions are made from the wages of all employees who qualify for membership of the fund, and the employer shall be responsible for accounting to the fund for both his own and the employees' contributions.

(c) Contributions in respect of a member who receives wages for one day or more during any fund week shall be payable in respect of a whole week.

(d) Where a member is employed by more than one employer in the Industry during a fund week, the employer by whom he is last employed during such week shall pay both his own contributions and those due by the member in respect of the whole week, and may deduct the contribution due by such member from his earnings as provided in clause 4 (5) (b) and no further contribution shall be payable by or in respect of such member in respect of that week.

(e) An employer shall not deduct the whole or any part of his own contribution from the earnings of a member or receive any consideration from the member in respect of such contributions.

(f) When a member is on leave on full pay or pay less than full pay, both his own and the employer's contributions shall be continued.

(g) Where a member works short time, both his own and his employer's contributions shall be continued in accordance with sub-clause (a) hereof.

(h) If any contribution is made in error to the fund, the fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

(i) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the fund payments which were not due, the Management Committee may set off the amount of benefit so paid—

(i) against any sum claimed from the fund as a repayment of such contributions which were not due; and

(ii) against any future benefits that may become due by the fund to the said member.

(j) Any member who re-enters the Industry after having left and received benefit in terms of clause 4 (6) (a) hereof shall on production of evidence of previous membership of the fund, forthwith be readmitted to membership, but shall be regarded as a new member as from the date of readmission; provided that if he repays to the fund in cash the full amount which he received on leaving the Industry, the Management Committee shall have the power to reinstate him with credit for his previous period of membership.

(k) A member who becomes re-engaged in the Industry without having received payment of benefit in terms of clause 4 (6) shall immediately become disentitled to any benefits which might have been payable had he not so become re-engaged and shall have credit from his previous period of membership.

Benefits.

(6) (a) If a member shall leave the Industry permanently for any reason other than those under paragraph (b) and (c) hereof, he shall be entitled to the following benefits:—

(i) If the total period of his contribution does not exceed two years the total amount contributed by him;

(ii) if the total period of his contribution exceeds two years but does not exceed three years the total amount contributed by him plus 10 per cent thereof;

(iii) if the total period of his contributions exceeds three years but does not exceed four years the total amount contributed by him plus 17½ per cent thereof;

(iv) for each succeeding year of contribution an additional 7½ per cent with a maximum of 100 per cent;

and the total amount shall be paid three months after his leaving the Industry; provided that the Management Committee may pay moneys due to members in instalments over a period not exceeding 6 calendar months, should members so desire.

(b) If a member leaves the Industry on or after reaching retirement age, or if a member is compelled to retire from work owing to incapacitation prior to reaching retirement age, and the Management Committee is satisfied that such incapacitated member is totally unable to earn his living in the Industry, it shall grant such member benefits up to the full amount of his own and the Employer's contributions.

(c) On proof, satisfactory to the Management Committee, of the death of a member, the Fund shall pay a lump sum equal to the aggregate amount of his own and the employer's contributions to a nominee appointed by the member before his death, or into the estate of the deceased member. In the event of the appointed nominee being dead at the time when payment of the benefit is due, such benefit shall be paid into the estate of the deceased member. If the nominee is a minor, the Management Committee shall pay the benefit to such minor's legal guardian.

Die werkgewer is daarvoor verantwoordelik om te verseker dat die bedrae afgetrek word van die lone van alle werknemers wat as lede van die Fonds kwalifiseer, en die werkgewer moet beide sy eie en die werknemers se bydraes by die Fonds verantwoord.

(c) Bydraes ten opsigte van 'n lid wat vir een dag of meer gedurende 'n Fondsweek loon ontvang het, is ten opsigte van 'n hele week betaalbaar.

(d) Waar 'n lid gedurende 'n Fondsweek deur meer as een werkgewer in die Nywerheid in diens geneem is, moet die werkgewer by wie hy die laaste gedurende sodanige week in diens was, beide sy eie bydraes en dié wat deur die lid verskuldig is, ten opsigte van die hele week betaal, en sodanige werkgewer mag die bydrae wat deur sodanige lid verskuldig is, van die loon van sodanige werknemer aftrek soos in klousule 4 (5) (b) bepaal, en geen verdere bydrae deur of ten opsigte van sodanige lid is dan ten opsigte van daardie week betaalbaar nie.

(e) 'n Werkgewer mag nie sy eie bydrae of 'n deel daarvan van die verdienste van 'n lid aftrek of enige teenprestasie van die lid ten opsigte van sodanige bydrae ontvang nie.

(f) Wanneer 'n lid met verlof is met volle betaling of met betaling wat minder as sy volle betaling is, moet beide sy eie en die werkgewer se bydraes voortgesit word.

(g) Waar 'n lid korttyd werk, moet beide sy eie en sy werkgewer se bydraes voortgesit word ooreenkomstig die bepalings van subklousule (a) hiervan.

(h) Waar 'n bydrae per abuis aan die Fonds betaal is, is die Fonds na verloop van ses maande vanaf die datum van sodanige betaling nie vir die terugbetaling van daardie bydrae aanspreeklik nie.

(i) Wanneer 'n voordeel per abuis aan 'n lid betaal is as gevolg daarvan dat sodanige lid 'n bedrag aan die Fonds betaal het wat nie verskuldig was nie, mag die Bestuurskomitee die bedrag van die voordeel wat aldus betaal is, in mindering bring teen—

(i) enige bedrag wat van die Fonds geëis word as terugbetaling van sodanige bydraes wat nie verskuldig was nie; en

(ii) enige toekomstige voordele wat deur die Fonds aan genoemde lid verskuldig mag word.

(j) 'n Lid wat weer tot die Nywerheid toetree nadat hy dit verlaat en 'n voordeel ooreenkomstig die bepalings van klousule 4 (6) (a) hiervan ontvang het, moet dadelik weer as lid toegelaat word sodra hy bewys lewer dat hy voorheen lid van die Fonds was, maar hy moet vanaf die datum van hertoelating as 'n nuwe lid beskou word; met dien verstande dat, as hy die volle bedrag wat hy ontvang het toe hy die Nywerheid verlaat het, in kontant aan die Fonds terugbetaal, die Bestuurskomitee die bevoegdheid besit om hom weer met sy vorige tydperk van lidmaatskap te krediteer.

(k) 'n Lid wat weer in die Nywerheid in diens geneem word sonder dat 'n voordeel ooreenkomstig die bepalings van klousule 4 (6) aan hom betaal is, word onmiddellik nie-geregig op voordele wat aan hom betaalbaar mag gewees het as hy nie aldus weer in diens geneem is nie en word met sy vorige tydperk van lidmaatskap gekrediteer.

Voordele.

(6) (a) Indien 'n lid die Nywerheid vir goed verlaat om 'n ander rede as dié genoem in paragraaf (b) en (c) hiervan, is hy geregig op die volgende voordele:—

(i) Indien die totale tydperk van sy bydraes hoogstens twee jaar is, die totale bedrag wat hy bygedra het;

(ii) indien die totale tydperk van sy bydraes langer as twee jaar maar korter as drie jaar is, die totale bedrag wat hy bygedra het, plus 10 persent daarvan;

(iii) indien die totale tydperk van sy bydraes langer as drie jaar is maar nie langer as vier jaar nie, die totale bedrag wat hy bygedra het, plus 17½ persent daarvan;

(iv) vir elke daaropvolgende jaar wat hy bygedra het, 'n addisionele 7½ persent, met 'n maksimum van 100 persent;

en die totale bedrag moet drie maande nadat hy die Nywerheid verlaat het, betaal word; met dien verstande dat die Bestuurskomitee gelde wat aan lede verskuldig is, in paaiement oor 'n tydperk van hoogstens ses kalendermaande mag betaal indien lede dit verlang.

(b) Indien 'n lid die Nywerheid verlaat wanneer of nadat hy die aftredingsleeftyd bereik het of indien 'n lid verplig is om weens ongeskiktheid af te tree voordat hy die aftredingsleeftyd bereik het en die Bestuurskomitee daarvan oortuig is dat sodanige ongeskikte lid hoegenaamd nie daartoe in staat is om 'n bestaan in die Nywerheid te vind nie, moet die Bestuurskomitee aan sodanige lid die voordele betaal wat gelyk is aan die volle bedrag van sy eie bydraes en dié van die werkgewer.

(c) Wanneer daar tot tevredenheid van die Bestuurskomitee bewys gelewer is van die dood van 'n lid, moet die Fonds 'n rowde som gelyk aan die totale bedrag van sy eie bydraes en dié van die werkgewer, aan 'n benoemde wat die lid voor sy dood aangestel het of aan die boedel van die afgestorwe lid betaal. Ingeval die aangestelde benoemde reeds dood is wanneer die voordeel betaalbaar is, moet sodanige voordeel aan die boedel van die afgestorwe lid betaal word. Indien die benoemde 'n minderjarige is, moet die Bestuurskomitee die voordeel aan sodanige minderjarige se wettige voog betaal.

On similar proof of the death of an employee who has retired from his employment, and was receiving benefit from the fund, the fund shall pay to a nominee or into his estate, as provided in the foregoing paragraph, the difference, if any, by which the aggregate amount calculated in terms of clause 4 (7) (a) or (b) exceeds the total payments which have been made to the retired member.

The Management Committee shall be advised in writing of the appointment of a nominee or of any change in regard to such appointment and of the address of such nominee. If a deceased member shall have failed to advise the Management Committee in writing of the name and address of his nominee in terms of this sub-clause any benefit due in terms of this sub-clause shall be paid into the estate of such deceased member.

(d) If a member has received benefit to which he is not entitled under the provisions of this fund and the matter is not dealt with in the manner set out in paragraph (i) of clause 4 (5), he shall be liable to repay to the fund the amount of the benefit so received; provided that if the Management Committee deems it inequitable in any particular case to demand repayment of the whole amount of the benefit it may in its discretion demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

(e) Save as is provided in this sub-clause, no benefit or right to benefit shall be capable of being assigned or transferred or otherwise ceded or of being pledged or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or subject to any of execution under a judgment or order of a court of law, and if a member attempts to assign, transfer or otherwise cede or to pledge or hypothecate any benefit or right to benefit, payment of benefit may be withheld suspended or entirely discontinued if the Management Committee so determine.

(f) Nothing contained in this Agreement shall in any way affect the right of any member or his dependants to claim compensation or damages to workmen injured or dying from any accident arising out of and in the course of their employment; and the amount payable under this sub-clause shall not be reduced by reason of any payment that may be made under any such law.

(g) On admission to the fund a member shall submit a birth certificate or such other proof of age as is satisfactory to the Management Committee.

If any benefit due and payable, other than to a nominee appointed in terms of sub-clause (6) (c) of this clause, is not claimed within four years from the due date thereof, the Management Committee shall within three months of the expiration of the said period of four years, cause to be published in successive issues of two newspapers circulating in the Eastern Province, one of which shall be a newspaper circulating in the town in which the member to whom the benefit is due was normally resident at the time such benefits became due, stating that a list of all persons who have not claimed their benefits within the period of four years stated above, is available for inspection at the offices of the Council, and of the Trade Union which is a party to the Agreement, and calling upon all interested persons to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement, and to furnish full details of the grounds on which such claims are made.

Such claims shall be met in accordance with the provisions of paragraphs (a), (b) or (c) of this sub-clause provided that the Management Committee, may, if it deems fit, deduct the cost of advertising. In the event of no claim being made by or on behalf of the person whose name appears on the list, any benefits due to him shall be forfeited to the fund provided that the Management Committee may at its discretion authorise the payment of benefits in the event of a claim being made after the benefits have been forfeited to the fund.

Finance.

(7) (a) The moneys accruing to the fund shall be paid into a bank or banks or building society or societies on current or deposit account, and all cheques shall be signed by such persons as the Management Committee may appoint.

(b) Any moneys not required to meet current payments shall be invested or lent out in securities, bills or loans issued or guaranteed directly or indirectly, by the Government of the Republic or any municipal or other local authority, in bonds or securities of a public board and on first mortgage of landed property, and in deposits with banking institutions and building societies at the discretion of the Management Committee, which may call in or vary such securities as it may from time to time determine.

(8) An accountant shall at such times as the Management Committee in its discretion may require conduct investigations into the fund, and a valuation of the liabilities of the fund, and shall make a report thereon to the Management Committee and shall make recommendation for the declaration of a bonus or creation of a reserve for additional benefits.

Wanneer insgelyks bewys gelewer word van die dood van 'n werknemer wat reeds uit diens getree het en wat in ontvangs was van 'n voordeel uit die Fonds, moet die Fonds die verskil (as daar is) tussen die totale bedrag wat ooreenkomstig die bepaling van klousule 4 (7) (a) of (b) bereken is en die totale betalings wat die afgestorwe lid ontvang het, aan 'n benoemde of aan sy boedel betaal soos in die voorgaande paragraaf bepaal. Die Bestuurskomitee moet skriftelik in kennis gestel word van die aanstelling van 'n benoemde, of van 'n verandering in verband met sodanige aanstelling, en van die adres van sodanige benoemde. Indien 'n afgestorwe lid versuim het om die Bestuurskomitee skriftelik te verwittig van die naam en adres van sy benoemde soos in hierdie subklousule bepaal, moet enige voordeel wat ingevolge hierdie subklousule verskuldig is, aan die boedel van sodanige afgestorwe lid betaal word.

(d) Indien 'n lid 'n voordeel ontvang het waarop hy nie kragtens die bepaling van hierdie Fonds geregtig is nie, en indien die saak nie ooreenkomstig die bepaling van paragraaf (i) van klousule 4 (5) behandel is nie, is hy daarvoor aanspreeklik om die bedrag van die voordeel wat hy aldus ontvang het, aan die Fonds terug te betaal; met dien verstande dat, as die Bestuurskomitee dit in 'n bepaalde geval onbillik ag om terugbetaling van die hele bedrag van die voordeel te eis, hy na sy goedvinde die terugbetaling van 'n kleiner bedrag mag vereis of sodanige lid mag vrystel van die terugbetaling van die hele bedrag.

(e) Behoudens die bepaling van hierdie subklousule, mag geen voordeel of reg op 'n voordeel afgestaan of oorgedra of op 'n ander manier gesedeer of verpand of verhipoteker word nie en mag daar ook nie op 'n bydrae wat deur of ten behoeve van 'n lid gemaak is, beslag gelê word nie, of mag dit nie onderworpe wees nie aan eksekusie ingevolge 'n uitspraak of bevel van 'n geregtshof, en as 'n lid poog om enige voordeel of reg op 'n voordeel oor te maak, oor te dra of op 'n ander manier te sedeer of te verpand of te verhipoteker, mag die betaling van die voordeel teruggehou, opgeskort of heeltemal gestaak word indien die Bestuurskomitee aldus bepaal.

(f) Die reg van 'n lid of sy afhanklikes om vergoeding of skadevergoeding te eis ten opsigte van 'n werkmans wat beseer of sterwend is as gevolg van 'n ongeluk wat ontstaan het uit of voorgekom het in die loop van sy diens, word geensins deur die bepaling van hierdie Ooreenkoms geraak nie; en die bedrag wat ingevolge hierdie subklousule betaalbaar is, mag nie as gevolg van 'n betaling wat ingevolge sodanige regsbeveling geskied, verminder word nie.

(g) Wanneer 'n lid tot die Fonds toegelaat word, moet hy 'n geboortsertifikaat of dié ander bewys van sy ouderdom voorlê wat vir die Bestuurskomitee aanvaarbaar is.

Indien 'n voordeel wat aan iemand anders betaalbaar is as aan 'n benoemde wat kragtens die bepaling van subklousule (6) (c) van hierdie klousule aangestel is, nie binne vier jaar vanaf die datum waarop dit verskuldig geword het, geëis word nie, moet die Bestuurskomitee binne drie maande na die verstryking van genoemde tydperk van vier jaar 'n kennisgewing waarin verklaar word dat 'n lys van alle persone wat nie hul voordele binne die tydperk van vier jaar hierbo genoem, geëis het nie, in die kantoor van die Raad en van die vakvereniging wat 'n party by hierdie Ooreenkoms is, ter insae lê, laat publiseer in agtereenvolgende uitgawes van twee nuusblaaie wat in die Oostelike Provinsie gelees word en waarvan een 'n nuusblad moet wees wat gelees word in die dorp waarin die lid aan wie die voordeel verskuldig is, gewoonlik woonagtig was toe sodanige voordeel verskuldig geword het, en alle belanghebbende persone moet in sodanige kennisgewing versoek word om eise vir sodanige voordele binne 'n tydperk van drie maande vanaf die laaste verskyning van die advertensie in te dien en om volledige besonderhede te verstrek van die gronde waarop sodanige eise ingestel word.

Sodanige eise moet betaal word ooreenkomstig die bepaling van paragraaf (a), (b) of (c) van hierdie subklousule; met dien verstande dat die Bestuurskomitee die advertensiekoste mag aftrek indien hy dit dienstig ag. Indien geen eis deur of ten behoeve van die persoon wie se naam op die lys voorkom, ingestel word nie, word alle voordele wat aan hom verskuldig is, aan die Fonds verbeur; met dien verstande dat die Bestuurskomitee na sy goedvinde magtiging mag verleen vir die betaling van voordele ingeval 'n eis ingedien word nadat die voordele aan die Fonds verbeur is.

Finansies.

(7) (a) Alle gelde wat die Fonds toekom, moet in 'n bank of banke of bouvereniging of -verenigings in 'n lopende of deposito-rekening gestort word, en alle tjeks moet onderteken word deur dié persone wat die Bestuurskomitee mag aanstel.

(b) Alle gelde wat nie vir lopende betalings nodig is nie, moet belê of uitgeleë word in die vorm van effekte, wissels of lenings wat regstreeks of onregstreeks uitgereik of gewaarborg word deur die Regering van die Republiek of 'n munisipale of ander plaaslike bestuur, en in die vorm van verbande of sekuriteite van 'n openbare raad en op eerste verband op vaste eiendom en in deposito's by bankinrigtings en bouverenigings, na die goedvinde van die Bestuurskomitee, wat sodanige effekte mag oproep of verander soos hy van tyd tot tyd mag bepaal.

(8) 'n Rekenmeester moet op dié tye wat die Bestuurskomitee na sy goedvinde mag vereis, ondersoek instel na die Fonds, die aanspreeklikhede van die Fonds waardeur, 'n verslag daaroor aan die Bestuurskomitee opstel en aanbevelings doen in verband met die verklaring van 'n bonus of die skepping van 'n reserwe vir addisionele voordele.

(9) The Management Committee shall, if it deems fit, declare a bonus based on the recommendations of the accountant, and any bonus so declared shall be credited to contributors' accounts and shall be payable to such members at the same time and in addition to the benefits prescribed in clause 4 (6) of this Agreement, or shall if it deems fit, create a financial reserve for the payment of additional benefits to members who are compelled to retire from the Industry in terms of clause 4 (6) (b). Such additional benefits shall be based on a formula to be approved by the Council and related to the period of service in the Industry of such member.

(10) (a) The Secretary of the Management Committee shall, as soon as possible after 31st December each year, prepare statements in a suitable manner showing the position of the fund as at that date. The statements shall be audited by a public accountant appointed by the Management Committee and shall be submitted to the Council.

(b) The audited consolidated statements and the auditor's report thereon shall lie for inspection at the head office of the Council and copies of them shall be sent to the Industrial Registrar within three months of the close of the period covered by it.

(c) All expenses incurred in the administration of the fund shall be a charge upon the fund.

General.

(11) If an employee is transferred or promoted to an occupation the wages for which are not prescribed, he shall cease to contribute to the fund and shall be entitled to the benefits in terms of clause 4 (6) (a).

(12) Upon the expiry of this Agreement or any extension thereof, and in the event of no subsequent Agreement being negotiated for the purpose of continuing the operation of the fund within three months from the expiry of this Agreement or any extension thereof, the fund shall continue to be administered by the Management Committee, and in the event of a subsequent Agreement not being negotiated within a period of two years from the expiry of this Agreement, or any extension thereof, the fund shall be either liquidated as though the employees in question had left the Industry, or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(13) In the event of the dissolution of the Council or in the event of it ceasing to function in the period during 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 Registrar 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 Registrar, 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.

5. LIQUIDATION.

Upon the liquidation of the fund in terms of clause 4 (12), and the payment of moneys due to members in terms of that sub-clause, the moneys remaining to the credit of the fund after payment of all claims against the fund including administration and liquidation expenses, shall be paid into the funds of the Council. If 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.

6. AGENTS.

The Council shall appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such persons to enter his establishment and to institute such enquiries and to examine such documents, books, wage sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

7. EXEMPTIONS.

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

Signed at Port Elizabeth, on behalf of the Industrial Council for the Clothing Industry (Eastern Province), on this 17th day of July, 1962.

G. GUTSTEIN,
Chairman of the Council.

C. M. S. GELVAN,
Secretary of the Council.

A. S. YOUNG,
Vice-Chairman of the Council.

(9) Die Bestuurskomitee moet, indien hy dit dienstig ag, 'n bonus verklaar wat gebaseer is op die aanbevelings van die rekenmeester, en die rekenings van die bydraers moet gekrediteer word met alle bonusse aldus verklaar, en sodanige bonusse is aan sodanige lede betaalbaar benewens en terselfdetyd as die voordele voorgeskryf in klousule 4 (6) van hierdie Ooreenkoms, of die Bestuurskomitee mag, indien hy dit dienstig ag, 'n finansiële reserve skep vir die betaling van addisionele voordele aan lede wat ingevolge klousule 4 (6) (b) verplig word om uit die diens van die Nywerheid te tree. Sodanige addisionele voordele moet gebaseer word op 'n formule wat die Raad goedkeur en wat in verhouding is tot die tydperk van diens van die betrokke lid in die Nywerheid.

(10) (a) Die Sekretaris van die Bestuurskomitee moet so gou moontlik na 31 Desember elke jaar 'n staat op 'n geskikte manier opstel wat die toestand van die Fonds op daardie datum aantoon. Dié state moet geouditeer word deur 'n openbare rekenmeester wat deur die Bestuurskomitee aangestel word en moet aan die Raad voorgelê word.

(b) Dié geouditeerde gekonsolideerde state en die ouditeur se verslag daaroor moet in die hoofkantoor van die Raad ter insae lê en kopieë daarvan moet binne drie maande na verstryking van die tydperk wat daardeur gedek word, aan die Nywerheidsregistrator gestuur word.

(c) Alle uitgawes wat in verband met die administrasie van die Fonds aangegaan word, word teen die Fonds in rekening gebring.

Algemeen.

(11) Indien 'n werknemer oorgeplaas of bevorder word tot 'n beroep waarvoor daar nie 'n loon voorgeskryf is nie, hou hy op om tot die Fonds by te dra en is hy geregtig op die voordele soos in klousule 4 (6) (a) bepaal.

(12) By die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan en ingeval daar nie binne drie maande vanaf die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan 'n ander ooreenkoms aangegaan word met die doel om hierdie Fonds voort te sit nie, moet die Fonds nog geadministreer word deur die Bestuurskomitee, en ingeval geen latere ooreenkoms binne 'n tydperk van twee jaar vanaf die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan aangegaan word nie, moet die Fonds of gelikwider word asof die betrokke werknemers die Nywerheid verlaat het of deur die Raad oorgedra word aan 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike fonds geskep is.

(13) Ingeval die Raad ontbind of ingeval dit ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms bindend is ingevolge die bepalings van artikel vier-en-dertig (2) van die Wet, moet die Bestuurskomitee aanhou om die Fonds te administreer, en die lede van die Komitee wat bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag lede daarvan te wees vir hierdie doeleindes; met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Registrator uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval gevul mag word, ten einde te verseker dat die werkgewers en die werknemers ewe veel verteenwoordigers en sekundi in die ledetal van die Komitee het. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrator ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te oefen, en sodanige trustee of trustees het vir hierdie doel al die bevoegdhede van die Komitee.

5. LIKWIDASIE.

By die likwidasië van die Fonds ooreenkoms van die bepalings van klousule 4 (12) en die betaling van gelde wat aan lede verskuldig is ooreenkomsig daardie subklousule, moet die gelde wat in die krediet van die Fonds staan na betaling van alle eise teen die fonds, met inbegrip van die administrasie- en likwidasië-koste, in die fondse van die Raad gestort word. Indien die sake van die Raad dan alreeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomsig die bepalings van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

6. AGENTE.

Die Raad moet een of meer persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer om sodanige persone toe te laat om sy bedryfsinrigting te betree en dié navrae te doen en dié dokumente, boeke, loonstate, betaalboekertjies en betaalkaartjies te ondersoek en dié individue te ondervra wat nodig mag wees ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

7. VRYSTELLINGS.

Die Raad mag voorwaardelik om andersins om 'n afdoende rede vrystelling van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen.

Namens die Nywerheidsraad vir die Klerasiennywerheid (Oostelike Provinsie) onderteken te Port Elizabeth, op hede die 17de dag van Julie 1962.

G. GUTSTEIN,
Voorsitter van die Raad.

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

A. S. YOUNG,
Sekretaris van die Raad.

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