

EXTRAORDINARY



BUITENGEWONE

THE UNION OF SOUTH AFRICA

Government Gazette

Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

[Registered at the Post Office as a Newspaper.]

[As 'n Nuisblad by die Poskantoor Geregistreer.]

VOL. CLXIV.]

PRICE 6d.

PRETORIA,

25
25MAY
MEI

1951.

PRYS 6d.

[No. 4616.]

All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1269.] [25 May 1951.

INDUSTRIAL CONCILIATION ACT, 1937.

MILLINERY INDUSTRY, TRANSVAAL.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Millinery Industry, shall be binding from the 1st day of June, 1951, and for the period ending the 30th day of June, 1953, upon the employers' organisation and the trade union which entered into the said agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 27 (inclusive), of the said Agreement shall be binding from the 1st day of June, 1951, and for the period ending the 30th day of June, 1953, upon the other employers and employees engaged or employed in the said industry in the Province of the Transvaal; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Province of the Transvaal, and from the 1st day of June, 1951, and for the period ending the 30th day of June, 1953, the provisions contained in clauses 3 to 27 (inclusive), of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression "employee", contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1269.] [25 Mei 1951.

NYWERHEID-VERSOENINGSWET, 1937.

HOEDENYWERHEID, TRANSVAAL.

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiertoe verskyn en op die Hoedenywerheid betrekking het, vanaf die 1ste dag van Junie 1951, en vir die tydperk wat eindig op die 30ste dag van Junie 1953, bindend is op die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangeaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 27 van genoemde Ooreenkoms vanaf die 1ste dag van Junie 1951 en vir die tydperk wat eindig op die 30ste dag van Junie 1953, bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid, in die Provinsie Transvaal; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 27 van genoemde Ooreenkoms vanaf die 1ste dag van Junie 1951, en vir die tydperk wat eindig op die 30ste dag van Junie 1953, in die Provinsie Transvaal *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordoms-krywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY,
TRANSSVAAL.

AGREEMENT

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

Millinery Association (Transvaal)

(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 Millinery Industry (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Province of the Transvaal by all employers who are members of the employers' organisation and are engaged in the Millinery Industry, and by all employees who are members of the trade union and are employed in that industry and for whom minimum wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation from such date as may be specified by the Minister of Labour and shall remain in force until the 30th June, 1953, or for such period as may be determined by the Minister.

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 and words used in the singular shall include the plural, and *vice versa*; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

"blocker" means an employee engaged exclusively in one or more of the following operations:—

Blocking, panning, stiffening of raw materials, pressing, spraying and polishing of hats, dyeing and brushing of hats in the course of manufacture, packing of hats into boxes, or as a chopper out or boiler attendant;

"Council" means the Industrial Council for the Millinery Industry (Transvaal) registered in terms of the Act;

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

"experience" means—

(a) the total period or periods of employment of an employee in the Millinery Industry, irrespective of the place of such employment or the class of work performed by such employee, other than that of a labourer, mechanic, driver of a vehicle or a caretaker, and includes

(b) the total period or periods of employment in a shop of an employee mainly or wholly engaged in the alteration and/or repair of ladies' and/or girls' hats incidentally to the sale by retail of such articles;

and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time such service is terminated;

"hourly wage" means the weekly wage divided by forty-two and a half or by such lesser number as represents the number of hours ordinarily worked by any establishment in any one week;

"improver milliner" means a female employee other than a trimmer, blocker or labourer, who has had three or more, but less than five years' experience;

"labourer" means an employee engaged exclusively in one or more of the following operations:—

(a) Cleaning premises, utensils or other articles;

(b) loading or unloading vehicles;

(c) carrying, moving, stacking or sorting goods or waste;

(d) making or maintaining fires or removing refuse or ashes;

(e) delivering or conveying messages, letters or other articles on foot or by means of a bicycle or similar propelled vehicle;

(f) opening or closing packages;

(g) making tea or similar beverages;

(h) dusting hats;

(i) straightening out of remnants;

(j) cutting off surplus on brims;

(k) stirring or grinding of chemicals;

(l) grinding shellac;

(m) packing;

(n) collecting and sorting hats;

(o) moulding flowers;

(p) fixing belts;

(q) laying up;

(r) mangling hoods;

BYLAE.

NYWERHEIDSRAAD VIR DIE HOEDEMAKERY-
NYWERHEID (TRANSSVAAL).

OOREENKOMS

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

„Millinery Association (Transvaal)”

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

„Garment Workers' Union”

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

wat die partye is by die Nywerheidsraad vir die Hoedemakery-nywerheid (Transvaal).

1. TOEPASSING VAN OOREENKOMS.

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

2. TERMYN VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid bepaal word en bly van krag tot 30 Junie 1953, of vir 'n termyn wat die Minister bepaal.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en wat in die Wet omskryf word, het dieselfde betekenis as in daardie Wet.

In 'n verwysing na 'n Wet is ook elke wysiging van daardie Wet inbegrepe en tensy die teendeel blyk, sluit woorde wat die manlike geslag aandui, ook vrouens in en omgekeerd; en woorde in die enkelvoud gebruik, sluit ook die meervoud in, en omgekeerd; verder, tensy strydig met die samehang, beteken—

„Wet,” die Nywerheid-versoeningswet, 1937;

„blokker,” 'n werknemer wat uitsluitlik een of meer van die volgende take verrig:—

Blok, stoom, styf van onverwerkte materiaal, pers, spuit en poleer van hoede, kleur en afborsel van hoede gedurende die vervaardigingsproses, verpakking van hoede in kiste; of wat as uitknipper of ketelbediener werksaam is;

„Raad,” die Nywerheidsraad vir die Hoedemakerynywerheid (Transvaal) wat ingevolge die Wet geregistreer is;

„inrigting,” 'n plek waarin enige werksaamheid in verband met die hoedemakery verrig word;

„ervaring”—

(a) die totale dienstydperk of -tydperke van 'n werknemer in die hoedemakerynywerheid, ongeag die plek waar die werk verrig word en die soort werk wat hy verrig, maar nie as arbeider, werktuigkundige, bestuurder van 'n voertuig of 'n opsigter nie; en sluit in

(b) die totale dienstydperk of -tydperke van 'n werknemer in 'n winkel wat hoofsaaklik of uitsluitlik dames- of meisieshoede herstel en/of verander waar dit nodig is by die kleinhandelverkoop van dié artikels,

en word in elke dienskontrak beskou as onafgebroke te wees van die tydperk waarop die werknemer by sy werkgewer in diens tree tot die tydperk waarop daardie diens beëindig word; „uurloon,” die weekloon gedeel deur twee-en-veertig-en-'n-half of 'n kleiner getal volgens die ure gewoonlik deur 'n inrigting in 'n week gewerk;

„ambagsgesel-hoedemaakster,” 'n vroulike werknemer behalwe 'n opmaker, blokker of arbeider, met drie jaar of meer maar minder as vyf jaar ervaring;

„arbeider,” 'n werknemer wat uitsluitlik een of meer van die onderstaande werksaamhede verrig:—

(a) Persele, werktuie of ander artikels skoonmaak;

(b) voertuie laai of aflaai;

(c) goedere of afval dra, verplaas, stapel of sorteer;

(d) vuurmaak of vure aan die brand hou, of vuilgoed of as verwyder;

(e) boodskappe, briewe of ander artikels te voet, per fiets of soortgelyke voertuig aflewer of vervoer;

(f) pakkette oop- of toemaak;

(g) tee of soortgelyke drankte maak;

(h) hoede afstof;

(i) oorskotmateriaal gladmaak;

(j) surplus aan hoedrande afsny;

(k) chemikalieë roer of fynmaak;

(l) skellak maal;

(m) verpak;

(n) hoede versamel en sorteer;

(o) blomme fatsoeneer;

(p) bande aansit;

(q) stapel;

(r) hoedebolle pers;

"learner milliner" means a female employee other than a trimmer, blocker or labourer, who has had less than three years' experience;

"Millinery Industry" or "Industry" means the industry in which ladies' and/or girls' hats are made, shaped, blocked, trimmed and/or modelled, either wholly or in part, and includes the alteration and/or repair thereof, except alterations done incidentally to the sale by retail of a hat in a shop;

"qualified milliner" means a female employee other than a trimmer, blocker or labourer, who has had not less than five years' experience;

"qualified trimmer" means a trimmer who has had not less than two years' experience;

"quarter" means any one of the three monthly periods commencing on the first pay-day of February, May, August and November;

"shop" means an establishment in which ladies' and/or girls' hats are sold or exposed for sale by retail;

"short-time" means a temporary reduction in the number of working hours of any employee below the normal working hours, by reason of the exigencies of the business, such as a shortage of material or orders or the necessities of stocktaking;

"trimmer" or "stitcher" means a female employee engaged exclusively in the application of trimmings such as lining, elastic, ribbon, flowers or veiling, to a ready blocked, wired and shaped hat, according to a given model of such a hat;

"unqualified trimmer" means a trimmer who has had less than two years' experience;

4. BASIC WAGE AND COST OF LIVING ALLOWANCE.

(1) Subject to the provisions of sub-clause (4) of this clause and of clause 5, the following minimum basic wages and cost of living allowances shall be paid per week by employers to the undermentioned classes of weekly paid employees, and such employees shall not accept less than such wages and cost of living allowances:—

"leerling-hoedemaakster," 'n vroulike werknemer behalwe 'n opmaker, blokker of arbeider, met minder as drie jaar ervaring;

"hoedemakerynywerheid," of "nywerheid," die nywerheid waarin dames- en/of meisieshoede gedeeltelik of volledig gemaak, gefatsoeneer, geblok, versier en/of gemodelleer word en sluit in die verandering en/of herstel van hoede, behalwe veranderings wat nodig is by die kleinhandelsverkoop van 'n hoed in 'n winkel;

"hoedemaakster, gekwalifiseer," 'n vroulike werknemer behalwe 'n opmaker, blokker of arbeider, met minstens vyf jaar ervaring;

"opmaker, gekwalifiseer," 'n opmaker met minstens twee jaar ervaring;

"kwartaal," enigeen van die tydperke van drie maande beginnende op die eerste betaaldag van Februarie, Mei, Augustus en November;

"winkel," 'n inrigting waarin dames- en/of meisieshoede in die kleinhandel verkoop of vir verkoop uitgestal word;

"korttyd," 'n tydelike vermindering van die getal werke van 'n werknemer tot minder as die gewone werke weens die vereistes van die besigheid, soos bv. tekort aan materiaal of bestellings van die vereistes van voorraadopname;

"opmaker," of "naaister," 'n vroulike werknemer wat uitsluitlik verksaam is met die opmaak van hoede waarvan die blok-, draad- en vormwerk voltooi is deur middel van die aanbring van voering, rek, lint, blomme en sluiermateriaal volgens 'n gegewe model van so'n hoed;

"opmaker, ongekwalifiseer," 'n opmaker met minder as twee jaar ervaring.

4. BASIESE LONE EN LEWENSKOSTETOELAE.

(1) Behoudens die bepalings van subklousule (4) van hierdie klousule en van klousule 5, moet werkgewers onderstaande minimum lone en lewenskostetoelae weekliks aan ondervermelde klasse weekliks betaalde werknemers betaal en moet daardie werknemers nie minder as daardie lone en lewenskostetoelae aanneem nie:—

	Basic.		C.O.L.A.		Total.	
	£	s. d.	£	s. d.	£	s. d.
(a) Milliners—						
(i) Learner Milliners—						
First year—						
For the first thirteen weeks of experience.....	1	10 0	0	12 0	2	2 0
For the second thirteen weeks of experience.....	1	12 6	0	13 0	2	5 6
For the third thirteen weeks of experience.....	1	15 0	0	14 0	2	9 0
For the fourth thirteen weeks of experience.....	1	17 6	0	15 0	2	12 6
Second year—						
For the first thirteen weeks of experience.....	2	0 0	0	16 0	2	16 0
For the second thirteen weeks of experience.....	2	2 6	0	17 0	2	19 6
For the third thirteen weeks of experience.....	2	5 0	0	18 0	3	3 0
For the fourth thirteen weeks of experience.....	2	7 6	0	19 0	3	6 6
Third year—						
For the first thirteen weeks of experience.....	2	10 0	1	0 0	3	10 0
For the second thirteen weeks of experience.....	2	12 6	1	1 0	3	13 6
For the third thirteen weeks of experience.....	2	15 0	1	2 0	3	17 0
For the fourth thirteen weeks of experience.....	2	17 6	1	3 0	4	0 6
(ii) Improver Milliners—						
Fourth year—						
For the first thirteen weeks of experience.....	3	0 0	1	4 0	4	4 0
For the second thirteen weeks of experience.....	3	2 6	1	5 0	4	7 6
For the third thirteen weeks of experience.....	3	5 0	1	6 0	4	11 0
For the fourth thirteen weeks of experience.....	3	7 6	1	7 0	4	14 6
Fifth year—						
For the first thirteen weeks of experience.....	3	10 0	1	8 0	4	18 0
For the second thirteen weeks of experience.....	3	12 6	1	9 0	5	1 6
For the third thirteen weeks of experience.....	3	15 0	1	10 0	5	5 0
For the fourth thirteen weeks of experience.....	3	17 6	1	11 0	5	8 6
(iii) Qualified Milliners—						
And thereafter.....	4	0 0	1	12 0	5	12 0
(b) Trimmers—						
(i) Unqualified Trimmers—						
First year—						
For the first thirteen weeks of experience.....	1	7 6	0	11 0	1	18 6
For the second thirteen weeks of experience.....	1	10 0	0	12 0	2	2 0
For the third thirteen weeks of experience.....	1	12 6	0	13 0	2	5 6
For the fourth thirteen weeks of experience.....	1	15 0	0	14 0	2	9 0
Second year—						
For the first thirteen weeks of experience.....	1	17 6	0	15 0	2	12 6
For the second thirteen weeks of experience.....	2	0 0	0	16 0	2	16 0
For the third thirteen weeks of experience.....	2	2 6	0	17 0	2	19 6
For the fourth thirteen weeks of experience.....	2	5 0	0	18 0	3	3 0
(ii) Qualified Trimmers—						
And thereafter.....	2	10 0	1	0 0	3	10 0
(c) Blockers—						
First year—						
For the first thirteen weeks of experience.....	1	7 6	0	11 0	1	18 6
For the second thirteen weeks of experience.....	1	10 0	0	12 0	2	2 0
For the third thirteen weeks of experience.....	1	12 6	0	13 0	2	5 6
For the fourth thirteen weeks of experience.....	1	15 0	0	14 0	2	9 0
Second year—						
For the first thirteen weeks of experience.....	1	17 6	0	15 0	2	12 6
For the second thirteen weeks of experience.....	2	0 0	0	16 0	2	16 0
And thereafter.....	2	5 0	0	18 0	3	3 0
(d) Labourers—						
Juvenile (under 21 years of age).....	1	5 0	0	10 0	1	15 0
Adult.....	1	15 0	0	14 0	2	9 0

	Basiese loon.		Lewenskoste-toelae.		Totaal.	
	£	s. d.	£	s. d.	£	s. d.
(a) Hoedemaaksters—						
(i) Leerling-hoedemaaksters—						
Eerste jaar—						
Die eerste dertien weke ervaring.....	1	10 0	0	12 0	2	2 0
Die tweede dertien weke ervaring.....	1	12 6	0	13 0	2	5 6
Die derde dertien weke ervaring.....	1	15 0	0	14 0	2	9 0
Die vierde dertien weke ervaring.....	1	17 6	0	15 0	2	12 6
Tweede jaar—						
Die eerste dertien weke ervaring.....	2	0 0	0	16 0	2	16 0
Die tweede dertien weke ervaring.....	2	2 6	0	17 0	2	19 6
Die derde dertien weke ervaring.....	2	5 0	0	18 0	3	3 0
Die vierde dertien weke ervaring.....	2	7 6	0	19 0	3	6 6
Derde jaar—						
Die eerste dertien weke ervaring.....	2	10 0	1	0 0	3	10 0
Die tweede dertien weke ervaring.....	2	12 6	1	1 0	3	13 6
Die derde dertien weke ervaring.....	2	15 0	1	2 0	3	17 0
Die vierde dertien weke ervaring.....	2	17 6	1	3 0	4	0 6
(ii) Ambagsgesel-hoedemaaksters—						
Vierde jaar—						
Die eerste dertien weke ervaring.....	3	0 0	1	4 0	4	4 0
Die tweede dertien weke ervaring.....	3	2 6	1	5 0	4	7 6
Die derde dertien weke ervaring.....	3	5 0	1	6 0	4	11 0
Die vierde dertien weke ervaring.....	3	7 6	1	7 0	4	14 6
Vyfde jaar—						
Die eerste dertien weke ervaring.....	3	10 0	1	8 0	4	18 0
Die tweede dertien weke ervaring.....	3	12 6	1	9 0	5	1 6
Die derde dertien weke ervaring.....	3	15 0	1	10 0	5	5 0
Die vierde dertien weke ervaring.....	3	17 6	1	11 0	5	8 6
(iii) Hoedemaaksters, gekwalifiseer—Daarna.....	4	0 0	1	12 0	5	12 0
(b) Opmakers—						
(i) Opmakers, ongekwalifiseer—						
Eerste jaar—						
Die eerste dertien weke ervaring.....	1	7 6	0	11 0	1	18 6
Die tweede dertien weke ervaring.....	1	10 0	0	12 0	2	2 0
Die derde dertien weke ervaring.....	1	12 6	0	13 0	2	5 6
Die vierde dertien weke ervaring.....	1	15 0	0	14 0	2	9 0
Tweede jaar—						
Die eerste dertien weke ervaring.....	1	17 6	0	15 0	2	12 6
Die tweede dertien weke ervaring.....	2	0 0	0	16 0	2	16 0
Die derde dertien weke ervaring.....	2	2 6	0	17 0	2	19 6
Die vierde dertien weke ervaring.....	2	5 0	0	18 0	3	3 0
(ii) Opmakers, gekwalifiseer—Daarna.....	2	10 0	1	0 0	3	10 0
(c) Blokkers—						
Eerste jaar—						
Die eerste dertien weke ervaring.....	1	7 6	0	11 0	1	18 6
Die tweede dertien weke ervaring.....	1	10 0	0	12 0	2	2 0
Die derde dertien weke ervaring.....	1	12 6	0	13 0	2	5 6
Die vierde dertien weke ervaring.....	1	15 0	0	14 0	2	9 0
Tweede jaar—						
Die eerste dertien weke ervaring.....	1	17 6	0	15 0	2	12 6
Die tweede dertien weke ervaring.....	2	0 0	0	16 0	2	16 0
Daarna.....	2	5 0	0	18 0	3	3 0
(d) Arbeiders—						
Jeugdiges (onder 21 jaar oud).....	1	5 0	0	10 0	1	15 0
Volwassenes.....	1	15 0	0	14 0	2	9 0

(2) (a) The minimum wage and cost of living allowance due to a monthly paid employee shall be calculated at four and one-third times the weekly wage plus cost of living allowance due to him in terms of this Agreement.

(b) For the purpose of this Agreement, the wage and cost of living allowance payable to an employee in respect of any one day, including any day observed as a weekly half holiday, shall, unless otherwise provided, be calculated as follows:—

(i) In the case of establishments where a five-day week is being worked, the weekly wage plus cost of living allowance which the employee is entitled to receive divided by five;

(ii) In the case of establishments where a six-day week is being worked, the weekly wage plus cost of living allowance which the employee is entitled to receive divided by five and a half.

(3) Any employee who is in receipt of a total remuneration in excess of the minimum basic wage plus cost of living allowance prescribed in this Agreement for that particular employee shall be deemed for all purposes under this Agreement to be in receipt of that cost of living allowance only which is prescribed in sub-section (1) of this clause and in clause 5, and the balance of such total remuneration shall be deemed, for all purposes, to be his basic wage, provided that—

(a) no employer shall be required to pay to an employee who is in receipt of such higher basic wage, a cost of living allowance in excess of that prescribed in this Agreement for that particular employee;

(b) a bonus or extra payment which may be received by an employee in terms of clause 9 of this Agreement for extra work performed by that employee in excess of a normal day's or week's work shall not be regarded as part of such employee's basic wage, and no cost of living allowance shall be payable in respect of such bonus payment.

(2) (a) Die minimum loon en lewenskostetoelae wat aan 'n maandeliks besoldigde werknemer verskuldig is, word bereken teen vier-en-een-derde maal die weekloon plus lewenskostetoelae wat ooreenkomstig die bepalings van hierdie Ooreenkoms aan hom verskuldig is.

(b) Vir die toepassing van hierdie Ooreenkoms, word die loon en lewenskostetoelae wat aan 'n werknemer ten opsigte van een dag betaalbaar is, insluitende 'n dag wat as 'n weeklikse halwe vakansiedag beskou word, tensy anders bepaal word, soos volg bereken:—

(i) In die geval van inrigtings waar 'n vyfdaagse week gewerk word, die weekloon plus lewenskostetoelae wat die werknemer geregtig is om te ontvang, gedeel deur vyf.

(ii) In die geval van inrigtings waar 'n sesdaagse week gewerk word, die weekloon plus lewenskostetoelae wat die werknemer geregtig is om te ontvang, gedeel deur vyf-en-'n-half.

(3) Dit word beskou dat 'n werknemer wat 'n hoër loon ontvang as die minimum basiese loon, plus lewenskostetoelae, wat in hierdie Ooreenkoms vir die bepaalde werknemer voorgeskrif word, vir alle doeleindes kragtens hierdie Ooreenkoms, slegs dié lewenskostetoelae ontvang wat in subartikel (1) van hierdie klousule en in klousule 5 voorgeskrif word, en dat die balans van dié totale besoldiging vir alle doeleindes sy basiese loon is; met dien verstande dat—

(a) daar nie van 'n werkgewer vereis mag word dat hy 'n werknemer wat so'n hoër basiese loon ontvang, 'n hoër lewenskostetoelae betaal as dié wat in hierdie Ooreenkoms vir die besondere werknemer voorgeskrif word nie;

(b) 'n bonus of ekstra betaling wat 'n werknemer kragtens klousule 9 van hierdie Ooreenkoms kan ontvang vir ekstra werk wat hy benewens die normale dag of week se werk verrig het, nie as deel van die werknemer se basiese loon beskou word, en geen lewenskostetoelae ten opsigte van dié bonus betaalbaar is nie.

(4) Nothing in this Agreement shall operate to reduce the basic wage rate of an employee in the Industry, who, at any time prior or subsequent to the date of coming into operation of this Agreement, was or may be paid basic wages at a rate higher than the minimum rate prescribed in this Agreement, and such employee shall continue to be paid and be entitled to receive basic wages at a rate not lower than such higher rate as if such higher rate were the minimum rate in respect of that employee.

This provision shall also apply in the event of the employee subsequently obtaining employment with another employer in the industry.

(5) (a) Notwithstanding anything to the contrary contained in this clause, the increases to which an employee may become entitled by reason of the length of his experience, shall become payable on the first pay-day of each quarter, i.e. of February, May, August and November, provided that the minimum wage and cost of living allowance to which an employee is entitled in any quarter shall be based upon his experience computed at the end of the preceding quarter, and provided further that if an employee has been in employment for six weeks or more in any quarter he shall, for the purpose of computing his experience, be deemed to have been in employment for a period of thirteen weeks in that quarter; and if he has been in employment in any quarter for less than six weeks, he shall, for the purpose of computing his experience, be deemed not to have been employed at all in that quarter.

(b) For the purpose of this sub-clause, the expression "six weeks" shall mean a period of employment in any quarter commencing on the date of engagement of an employee and ending on the sixth Friday subsequent to such engagement, or periods of employment in any quarter comprising a total of six complete working weeks, calculated from the date of commencement to the date of termination of employment.

5. VARIATION IN COST OF LIVING ALLOWANCE.

(1) The cost of living allowances prescribed in clause 4 (1) shall be payable only while the retail price index number is not less than 135.0 nor in excess of 145.0.

(2) For every complete 5.0 points increase in the retail price index number above 140.1, the cost of living allowance prescribed in clause 4 (1) shall be increased by 5% (five per cent.) of the basic wages prescribed in this Agreement for the particular employee. In the event of a decline in the retail price index figure below any figure at which an increase in the cost of living allowance became payable in terms of this sub-clause, the allowance may be reduced *mutatis mutandis* in the same manner and by the same amounts as the increases provided for herein.

(3) For every complete 5.0 points decrease in the retail price index number below 139.9, the cost of living allowance prescribed in clause 4 (1) may be reduced by 5% (five per cent.) of the basic wages prescribed in this Agreement for the particular employee. In the event of a rise in the retail price index figure above any figure at which a reduced cost of living allowance became payable in terms of this sub-clause, the allowance shall be increased *mutatis mutandis* in the same manner and by the same amounts as the decreases provided for herein.

(4) For the purpose of this clause, the expression "retail price index number" or "retail price index figure" shall mean the index figure relating to the weighted average prices for the nine principal urban areas of the Union, for all items, calculated on the 1938 basis, as assessed by the Director of Census and Statistics, and published in the Press Releases of that Department.

(5) (a) In the case of weekly paid employees, any adjustment to the cost of living allowance that an employer may be required or permitted to make in terms of this clause, shall be made on the pay-day of the week immediately following the week in which the Press Release reflecting the effective increase or decrease in the retail price index figure, was issued, and such adjustment shall operate retrospectively for the whole of that working week.

(b) In the case of monthly paid employees any adjustment to the cost of living allowance that an employer may be required or permitted to make in terms of this clause, shall be made on the pay-day immediately following the date of issue of the Press Release reflecting the effective increase or decrease in the retail price index figure, and such adjustment shall operate retrospectively for the whole of the month to which the said pay-day relates.

(6) The cost of living allowance payable in terms of this Agreement shall be inclusive of any allowances payable under War Measure No. 43 of 1942, as amended, or any legislation replacing it, and if the allowances payable in terms of this Agreement are at any time less favourable than the allowances in the said War Measure, as amended, or any legislation replacing it, the higher allowances shall be paid.

6. PAYMENT OF REMUNERATION.

(1) Subject to the provisions of sub-clause (5) of clause 17 and of clause 18 of this Agreement, wages and cost of living allowances and other amounts due to an employee shall be paid in cash weekly and not later than fifteen minutes after an employee finishes work for the day, on Thursday or Friday, whichever is the ordinary pay-day of the establishment concerned: 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;

(4) Niks in hierdie Ooreenkoms het die uitwerking dat dit die basiese loonskaal verlaag van 'n werknemer in die nywerheid wat te eniger tyd voor of na die datum waarop hierdie Ooreenkoms in werking tree 'n hoër basiese loon betaal word, of betaal kan word, as die minimum loon wat in hierdie klousule vasgestel is en die werknemer moet steeds die basiese loon betaal word en daartoe geregtig wees om 'n basiese loon betaal te word teen 'n loon van minstens daardie hoër skaal, asof daardie hoër loonskaal die minimum loonskaal ten opsigte van daardie werknemer is.

Hierdie bepaling is ook van toepassing ingeval die werknemer daarna werk by 'n ander werkgever kry.

(5) (a) Nieteenstande andersluidende bepalings in hierdie klousule, is die verhogings waartoe 'n leerling geregtig mag word kragtens die duur van sy ervaring, in die eerste betaaldag van elke kwartaal betaalbaar, d.w.s. in Februarie, Mei, Augustus en November; met dien verstande dat die minimum loon en lewenskostoelae waartoe 'n leerling in enige kwartaal geregtig is, gebaseer word op sy ervaring bereken aan die end van die voorafgaande kwartaal; en met dien verstande verder dat as 'n werknemer vir ses weke of langer in 'n kwartaal in diens was, dit vir doeleindes van berekening van sy ervaring beskou word dat hy vir 'n tydperk van dertien weke in daardie kwartaal in diens was; en dat, as hy in 'n kwartaal vir minder as ses weke in diens was, dit vir doeleindes van berekening van sy ervaring beskou word dat hy glad nie in daardie kwartaal in diens was nie.

(b) Vir doeleindes van hierdie subklousule beteken die uitdrukking „ses weke" 'n dienstydperk in enige kwartaal wat begin op die datum van indiensneming van 'n werknemer en eindig op die sesde Vrydag na dié indiensneming, of dienstydperke in 'n kwartaal wat tesame ses volle werkweke uitmaak, bereken van die aanvangsdatum tot die datum van diensbeëindiging.

5. WISSELENDE LEWENSKOSTETOELAES.

(1) Die lewenskostoelae wat in klousule 4 (1) voorgeskryf word, is betaalbaar slegs terwyl die kleinhandelprysindekssyfer minstens 135.0 en hoogstens 145.0 is.

(2) Vir elke volle 5.0 punte styging in die kleinhandelprysindekssyfer bo 140.1 moet die lewenskostoelae wat by klousule 4 (1) voorgeskryf word, verhoog word met 5% (vyf persent) van die basiese loon wat in hierdie Ooreenkoms vir dié bepaalde werknemer voorgeskryf word. Indien die kleinhandelprysindekssyfer laer daal as 'n syfer waarby 'n verhoging in die lewenskostoelae ingevolge hierdie subklousule betaalbaar was, mag die toelae *mutatis mutandis* op dieselfde wyse en met dieselfde bedrae verminder word as die verhogings wat hierin voorgeskryf word.

(3) Vir elke volle 5.0 punte daling in die kleinhandelprysindekssyfer onder 139.9, word die lewenskostoelae wat by klousule 4 (1) voorgeskryf word, verminder met 5% (vyf persent) van die basiese loon wat in hierdie Ooreenkoms vir dié bepaalde werknemer voorgeskryf word. Indien die kleinhandelprysindekssyfer styg bo 'n syfer waarby 'n vermindering in die lewenskostoelae ingevolge hierdie subklousule betaalbaar was, word die toelae *mutatis mutandis* op dieselfde wyse en met dieselfde bedrae verhoog as die verminderings wat hierin voorgeskryf word.

(4) Vir die toepassing van hierdie klousule beteken die uitdrukking „kleinhandelprysindekssyfer" of „kleinhandelprysindekssyfer" die indekssyfer met betrekking tot die beswaarde gemiddelde pryse, in die nege vernaamste stedelike gebiede van die Unie, van alle items, op die 1938-basis bereken, soos deur die Direkteur van Sensus vasgestel en in perskennisgewings van daardie departement bekend gemaak.

(5) (a) In die geval van weekliks besoldigde werknemers moet alle aanpassings ten opsigte van die lewenskostoelae wat van 'n werkgever vereis of wat hy toegelaat word om ingevolge hierdie klousule te maak, gemaak word op die betaaldag van die week wat onmiddellik op die week volg waarin die perskennisgewing uitgereik is waarin die effektiewe vermeerdering of vermindering in die syfers van die kleinhandelprysindeks aangetoon word, en dié aanpassing moet vir die hele van daardie werkweek van terugwerkende krag wees.

(b) In die geval van maandeliks betaalde werknemers moet alle aanpassings ten opsigte van die lewenskostoelae wat van 'n werkgever vereis of wat hy toegelaat word om ingevolge hierdie klousule te maak, gemaak word op die betaaldag wat onmiddellik volg op die datum van die perskennisgewing waarin die effektiewe vermeerdering of vermindering in die syfers van die kleinhandelprysindeks aangetoon word, en dié aanpassing moet vir die hele maand van terugwerkende krag wees waarop die genoemde betaaldag betrekking het.

(6) Die lewenskostoelae wat ingevolge hierdie Ooreenkoms betaalbaar is, moet toelae insluit wat ingevolge Oorlogsmaatree No. 43 van 1942, soos gewysig, of ingevolge 'n wet wat di wysig betaalbaar is, en indien die toelae wat ingevolge hierdie Ooreenkoms betaalbaar is, te eniger tyd ongunstiger is as di toelae onder genoemde Oorlogsmaatree en enige wysiging daar van, moet die hoër toelae betaal word.

6. BETALING VAN BESOLDIGING.

(1) Onderworpe aan die bepalings van subklousule (5) van klousule 17 en van klousule 18 van hierdie Ooreenkoms, moet lone en lewenskostoelae en alle ander bedrae, aan 'n werknemer verskuldig, weekliks op Donderdag of Vrydag, watter dag ook al die gewone betaaldag van die betrokke inrigting is, in kontant betaal word, nie later as vyftien minute nader 'n werknemer vir daardie dag sy werk beëindig het nie; met dien verstande dat waar 'n werknemer se diens nie op di gewone betaaldag van die betrokke inrigting eindig nie, all bedrae aan hom verskuldig onmiddellik by die beëindiging

and provided further that when an employee is working short-time, payments in terms of this sub-clause shall be made not later than fifteen minutes after the employee finishes work for the week.

(2) Wages and other amounts shall be paid in sealed envelopes or other suitable sealed containers and shall be accompanied in each case by a written statement, either imprinted on an envelope or placed where necessary in any other container used, which shall be retained by the employee and shall show—

- (a) the rate of the basic wages of the employee;
- (b) the rate of the cost of living allowance of the employee;
- (c) the week or month for which payment is being made;
- (d) the ordinary time and overtime worked in that week or month;
- (e) the payment due in respect of the ordinary time and of the overtime worked;
- (f) additional amounts paid (e.g. bonuses, holiday pay, etc.);
- (g) details of the deductions made by the employer;
- (h) the actual amount paid to the employee.

7. DEDUCTIONS.

Subject to the provisions of clause 18 of this Agreement, every employee shall be entitled to receive, on the ordinary pay-day of the establishment concerned, not less than his full weekly wage plus cost of living allowance, and an employer shall not withhold any portion of any remuneration earned by an employee, nor shall any fines be levied against an employee or any deductions whatsoever be made from any amounts due to an employee for work performed by him or otherwise arising from his employment, provided that—

- (a) where an employee absents himself from work or commences employment with an employer after the beginning of the working week of the establishment concerned, a pro rata amount for the actual time lost may be deducted from the wage plus cost of living allowance of such employee;
- (b) where short-time has been introduced, the employees may be paid for the actual time worked;
- (c) subject to the provisions of clause 14 of this Agreement, where an employer closes his establishment for a period not exceeding four weeks during the month of December and/or January due to holiday recess, no wages or cost of living allowance need be paid by such employer for the period in excess of the annual leave on full pay referred to in sub-clause (1) of clause 14; where an employer closes his establishment for a period exceeding four weeks during the months of December and/or January, deductions for the period in excess of the four weeks may be made only in terms of the proviso to sub-clause (5) of clause 14;
- (d) where an employer supplies the employees with tea or some other beverage, he may deduct sixpence per week from the wages of each of his employees;
- (e) with the written consent of the employees, deductions may be made by an employer from holiday, insurance, provident or pension funds, or for contributions to the funds of trade union, or for dental plates or other dental work not otherwise provided for;
- (f) contributions to the Council funds shall be deducted in terms of clause 26 of this Agreement;
- (g) contributions to the Medical Benefit Society shall be deducted in terms of clause 27 of this Agreement;
- (h) if, owing to the stoppage of machinery, no work is available for an employee, deductions may be made by the employer from the wage plus cost of living allowance of such employee only for time lost in excess of two hours;
- (i) any amount which an employer is required or permitted to deduct by any law or any order of any competent court, may be deducted;
- (j) an employer may close his establishment on any public holiday not mentioned in sub-clause (1) of clause 15 and in that event he shall not be obliged to pay wages or cost of living allowances in respect of any such day, provided that he has notified his employees, by notice posted in a prominent place in his establishment at least twenty-four hours before the usual starting time, of his intention to close the establishment on such holiday, and this shall not be considered as short-time for the purpose of clause 17 (1) (d).

8. SHORT-TIME.

(1) Whenever it is intended to introduce short-time, a notice stating that fact shall be displayed prominently in the establishment concerned, not later than 2 p.m. on the day previous to the commencement of such short-time, provided that an employee who attends the establishment on any day shall, unless he has received notice in terms of this clause that his services will not be required for the whole of such day, be employed for at least a morning work period or be given full pay in lieu thereof.

betaal moet word; en met dien verstande verder dat as 'n werknemer korttyd werk, betaling kragtens hierdie subklousule nie later as vyftien minute nadat die werknemer sy werk vir die week beëindig het nie, gedoen moet word.

(2) Lone en ander bedrae moet in geslote koevert of ander geskikte, geslote houters betaal word en moet in elke geval vergesel gaan van 'n skriftelike opgawe, of op 'n koevert gedruk of, waar nodig, in enige ander houer wat gebruik word, ingesluit, wat deur die werknemer gehou moet word en onderstaande moet aangee:—

- (a) Die basiese loonskaal van die werknemer;
- (b) die skaal van lewenskostoelae van die werknemer;
- (c) die week of maand waarvoor betaling geskied;
- (d) die gewone tyd en oortyd wat in daardie week of maand gewerk is;
- (e) die betaling verskuldig ten opsigte van die gewone tyd en oortyd wat gewerk is;
- (f) ekstra bedrae wat betaal word (bv. bonusse, vakansie-betaling, ens.);
- (g) besonderhede van aftrekkings deur die werkgewer;
- (h) die werklike bedrag wat aan die werknemer betaal word.

7. AFTREKKINGS.

Onderworpe aan die bepaling van klousule 18 van hierdie Ooreenkoms is elke werknemer daartoe geregtig om minstens sy volle weekloon, plus lewenskostoelae, op die gewone betaaldag van die betrokke inrigting te ontvang, en 'n werkgewer mag geen gedeelte van die besoldiging wat deur 'n werknemer verdien is, weerhou nie, ook mag die werknemer geen boetes opgelê of aftrekkings van watter aard ook al gemaak word van die bedrae aan 'n werknemer verskuldig vir werk deur hom gedoen of wat andersins uit sy diens voortvloei nie; met dien verstande dat—

- (a) as 'n werknemer van werk wegbly of diens by 'n werkgewer na die begin van die werkweek van die betrokke inrigting aanvaar, 'n eweredige bedrag vir die werklike tyd wat verloor is, van die loon, plus lewenskostoelae, van die werknemer gemaak mag word;
- (b) waar korttyd ingevoer is, werknemers vir die werklike tyd wat hulle gewerk het, betaal mag word;
- (c) onderworpe aan klousule 14 van hierdie Ooreenkoms, as 'n werkgewer sy inrigting vir 'n tydperk van hoogstens vier weke gedurende Desember en/of Januarie weens die vakansieseisoen sluit, die werknemer nie verplig is om lone of lewenskostoelae te betaal vir die tydperk wat die sluiting langer duur as die drie weke verloop met volle betaling waarna in subklousule (1) van klousule 14 verwys word nie. As 'n werkgewer sy inrigting vir 'n langer tydperk as vier weke gedurende Desember en/of Januarie sluit, mag aftrekkings vir die tydperk wat die sluiting langer as vier weke duur, slegs ooreenkomstig die voorbehoudsbepaling van subklousule (5) van klousule 14 geskied;
- (d) as 'n werkgewer die werknemers van tee of 'n ander drank voorsien, hy van die loon van elke werknemer ses pennies per week mag aftrek;
- (e) met die skriftelike toestemming van die werknemer, aftrekkings deur 'n werkgewer gedoen kan word vir vakansie-, versekerings-, voorsorg- of pensioenfondse, of vir bydraes tot die fondse van die vakvereniging, of vir kunstandeplate en ander tandheelkundige werk waarvoor nie andersins voorsiening gemaak is nie;
- (f) bydraes aan Raadsfondse ooreenkomstig klousule 26 van hierdie Ooreenkoms afgetrek moet word;
- (g) bydraes tot die Mediese Bystandsvereniging ingevolge klousule 27 van hierdie Ooreenkoms afgetrek moet word;
- (h) as daar, weens stilstand van masjinerie, geen werk vir 'n werknemer te doen is nie, die werkgewer van die loon en lewenskostoelae van die werknemer slegs ten opsigte van die ure wat die verlore tyd langer as twee uur duur, aftrekkings mag doen;
- (i) elke bedrag, wat 'n werkgewer kragtens enige wet of in bevel van 'n bevoegde hof verplig of veroorloof is om af te trek, afgetrek mag word.
- (j) 'n werkgewer mag sy inrigting sluit op enige vakansiedag wat nie in subklousule (1) van klousule 15 genoem word nie en is hy in daardie geval nie verplig om lone en lewenskostoelae ten opsigte van enige sodanige dag te betaal nie; met dien verstande dat hy, deur middel van 'n kennisgewing wat op 'n opvallende plek in sy inrigting vertoon is, minstens vier-en-twintig uur voor die gewone begintyd sy werknemers van sy voorneme om die inrigting op daardie vakansiedag te sluit, in kennis gestel het; en dit word nie vir doeleindes van klousule 17 (1) (d) as korttyd gereken nie.

8. KORTTYD.

(1) As die voorneme bestaan om korttyd in enige week in te voer, moet 'n kennisgewing met vermelding van daardie feit en die datum waarop dit in werking sal tree, op 'n opvallende plek in die betrokke inrigting vertoon word en wel voor 2 nm. op die dag voor die datum wat in die kennisgewing genoem word; met dien verstande dat 'n werknemer wat hom op enige dag by die inrigting aanmeld, tensy hy kennis ingevolge hierdie klousule gekry het dat sy dienste nie vir die hele van daardie dag nodig sou wees nie, vir minstens die oggendwerktyd in diens geneem moet word of volle betaling in plaas daarvan betaal word.

(2) Whenever it is intended to introduce short-time for a continuous period of two or more days, written notification of the intention to do so, the date on which short-time is to commence and the probable duration of such short-time shall be given to the Council at the same time as the notice required in terms of sub-clause (1) hereof is displayed for the information of the employees.

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

9. TASK-WORK, PIECE-WORK AND BONUS PAYMENTS.

(1) No employee shall be employed on task-work or piece-work in any establishment, provided that an employer may, subject to the provisions hereof, agree with any one or more of his employees to the payment of bonuses for any work performed by such employee or employees in excess of the normal day's or week's work. Provided further that any bonus paid to an employee in terms of this sub-clause shall be paid in addition to the minimum wage plus cost of living allowance prescribed for him in this Agreement.

(2) The introduction of a system of bonus payments shall be voluntary on both employers and employees and may only be worked by mutual agreement. Further, the normal day's or week's work shall be mutually agreed upon between the employer and the employee or employees, and the rate at which any bonus shall be paid shall be based on the cost of labour per unit of production prior to the introduction of the bonus system.

(3) Every employer who introduces a bonus system in his establishment shall—

- (a) notify the Council in writing within fourteen days of the date on which the system comes into operation in his establishment; and
- (b) keep a record of the bonus payments made to each of his employees by recording the amount, if any, paid as a bonus on each pay-day in the usual time and wage register of the establishment.

(4) For the purpose of this clause "task-work" shall mean the setting by an employer or his representative to any employee of a definite number of hats or portions of hats to be made by such employee in a specified time; and "piece-work" shall mean any system other than task-work by which remuneration is calculated by quantity or output of work done.

10. ORDINARY HOURS OF WORK.

(1) Subject to the provisions of clause 11 of this Agreement, an employer shall not require or permit an employee—

- (a) to work for more than forty-two and one-half hours, excluding lunch breaks, in any one week;
- (b) to work on more than six days in any one week in the case of shops, and on more than five days in the case of all other establishments;
- (c) to work on Sundays in the case of shops, and on Saturdays or Sundays in the case of all other establishments;
- (d) to work for more than eight and one-half hours in any one day in the case of shops, and for more than nine hours in the case of all other establishments;
- (e) to work, in the case of shops, before 7.30 a.m. or after 6 p.m. on any day from Monday to Friday, inclusive, or after 1 p.m. on Saturday;
- (f) to work, in the case of establishments other than shops, before 7.30 a.m. or after 6 p.m. on any day from Monday to Friday inclusive;
- (g) to work during the rest intervals provided for in this clause, or during the lunch break;
- (h) to work for longer than five hours without an uninterrupted break of at least one hour.

(2) An employer who alters in any respect the times of commencing or finishing of the daily work in his establishment, shall notify the Council in writing within fourteen days of the date on which the change has been put into operation. Provided that where any such change has been in operation for a period of not longer than two weeks and the establishment reverts, at the end of that period, to the working hours that prevailed prior to the introduction of the change, no notification need be sent to the Council as herein prescribed.

(3) (a) Rest intervals of not less than ten minutes, during which no work shall be performed, shall be allowed to each employee as nearly as practicable in the middle of each morning and afternoon work period, and such intervals shall be regarded as time worked.

(b) Utensils and boiling water for making beverages shall be provided by the employer and shall be made available to the employees at the commencement of each rest interval, and also at lunch time.

11. OVERTIME.

(1) Notwithstanding the provisions of clause 10 of this Agreement, an employer may permit any employee to work overtime, subject to the provisions of sub-clause (2) of this clause and of clause 12, and may arrange for any employee to work overtime.

(2) As die voorname bestaan om korttyd vir 'n ononderbroke tydperk van twee of meer dae in te voer, moet van die voorname om dit te doen, die datum waarop korttyd sal begin en die waarskynlike duur van die korttyd, skriftelik kennis gegee word aan die Raad, gelyktydig met die vertoning van die kennisgewing ter inligting van die werknemers, soos vereis by subklousule (1) hiervan.

(3) Ingeval daar korttyd in 'n inrigting gewerk word, moet die werk so eweredig moontlik tussen die werknemers in elkeen van die betrokke onderafdelings of departemente verdeel word.

9. TAAKWERK, STUKWERK, EN BONUSBETALINGS.

(1) Geen werknemer mag in 'n inrigting vir taakwerk of stukwerk gebruik word nie; met dien verstande dat 'n werkgewer met een of meer van sy werknemers mag ooreenkom aangaande die betaling van bonusse vir werk wat die werknemer of werknemers bo en behalwe die gewone dag se werk of week se werk verrig; met dien verstande verder dat 'n bonus wat kragtens hierdie subklousule aan 'n werknemer betaal word, bo en behalwe die minimum loon, plus die lewenskoste-toelae, wat vir hom in die Ooreenkoms voorgeskryf word, betaal moet word.

(2) Die invoering van 'n stelsel van bonusbetalings moet vrywillig wees vir sowel die werkgewers as die werknemers en mag plaasvind slegs as daar onderling daartoe ooreenkomstig is. Verder moet die werkgewer en werknemer of werknemers onderling ooreenkom betreffende die gewone dag se werk of week se werk, en die bonusskaal waarvolgens betaling geskied, moet gebaseer word op die arbeidskoste per produksie-eenheid soos dit voor die invoering van die bonusstelsel was.

(3) Elke werkgewer wat 'n bonusstelsel in sy inrigting invoer, moet—

- (a) binne veertien dae van die datum waarop die stelsel in sy inrigting in werking tree, die Raad daarvan in kennis stel; en
- (b) boekhou van die betaling van bonusse aan elkeen van sy werknemers, deur in die gewone tyd- en loonregister van sy inrigting aantekening te maak van die bedrag wat as bonus op elke betaaldag betaal word, wanneer dit die geval is.

(4) Vir doeleindes van hierdie klousule, beteken „taakwerk” die voorskryf deur die werkgewer of sy verteenwoordiger van 'n bepaalde getal hoede of gedeeltes van hoede wat 'n werknemer binne 'n gegewe tyd moet maak; en beteken „stukwerk” 'n stelsel, behalwe taakwerk, waarin besoldiging bereken word volgens hoeveelheid of opbrengs van die werk wat verrig word.

10. GEWONE WERKURE.

(1) Onderworpe aan die bepaling van klousule 11 van hierdie Ooreenkoms, mag geen werkgewer van 'n werknemer eis, of toelaat, dat hy soos volg werk nie:—

- (a) In 'n week meer as twee-en-veertig en 'n half uur, met uitsluiting van etensure;
- (b) in die geval van winkels, op meer as ses dae, en in die geval van alle ander inrigtings, op meer as vyf dae in 'n week;
- (c) in die geval van winkels, op Sondag, en in die geval van alle ander inrigtings op Saterdag of Sondag;
- (d) in die geval van winkels, langer as agt en 'n half uur in en in die geval van alle ander inrigtings langer as nege uur op enige dag;
- (e) in die geval van winkels, voor 7.30 vm. of na 6 nm op 'n dag van Maandag tot en met Vrydag, of na 1 nm op Saterdag;
- (f) in die geval van inrigtings, behalwe winkels, voor 7.30 vm. of na 6 nm. op enige dag van Maandag tot en met Vrydag;
- (g) gedurende rustye wat in hierdie klousule voorgeskryf word of gedurende die middagetenstyd;
- (h) vir 'n aaneenlopende tydperk van vyf uur sonder 'n ononderbroke tussenpoos van minstens een uur.

(2) 'n Werkgewer wat in enige opsig die aanvangs- of sluitingstyd van werkure in sy inrigting op enige dag verander moet binne veertien dae na die datum waarop die verandering in werking gestel is, die Raad skriftelik daarvan in kennis stel; met dien verstande dat as so 'n verandering vir 'n tydperk van hoogstens twee weke toegepas is en die inrigting na verloop van dié tydperk terugkeer tot die werkure wat van krag was voordat die wysiging ingevoer is, dit nie nodig is om die Raad in kennis te stel nie, soos hierin voorgeskryf.

(3) (a) Rustye van minstens tien minute, waarin geen werk verrig mag word nie, moet aan elke werknemer toegestaan word so na moontlik aan die middel van elke môre- en namiddagwerktyd en dié tussenposes word beskou as tyd waari gewerk is.

(b) Gereedskap en kookwater om drankte te maak, moet deur die werkgewer verskaf en vir die werknemers beskikbaar gestel word aan die begin van elke rustyd en ook tydens die middageten.

11. OORTYD.

(1) Ondanks die bepalings van klousule 10 van hierdie Ooreenkoms mag 'n werkgewer van 'n werknemer vereis of d toelaat dat hy oortyd werk, onderworpe aan die bepaling van subklousules (2) en (3) van hierdie klousule en van klousule 12, en reëlins vir 'n werknemer tref om oortydwerk te doen onderworpe aan die bepalings van subklousules (3) en (4) hierin.

subject in addition to the provisions of sub-clauses (3) and (4) hereof. Provided that no employer shall require or permit a female employee to work overtime—

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) later than 6 p.m.;
- (e) after the 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 on that day; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee an allowance of not less than one shilling and six pennies in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(2) Overtime, that is, time worked outside the ordinary working hours specified in clause 10, may not be worked except with the written permission of the Council.

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

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

12. OVERTIME RATES.

(1) Subject to sub-clause (2) hereof, payment for overtime worked shall be made at the following minimum rates:—

- (a) At the rate of one and one-half times the hourly wage plus cost of living allowance, for each hour or part of an hour so worked on weekdays, including Saturdays. Provided that if overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted.
- (b) If an employee works for any length of time on a Sunday, his employer shall either pay such employee not less than double the full wage plus cost of living allowance payable in respect of a normal working day; or pay the employee not less than one and one-half times the normal hourly rate, in respect of each hour or part of an hour actually worked on such Sunday, and in addition grant him within seven days, one day's holiday on full pay.

(2) Subject to the prior consent of the Council, an employer may, in order to make up time lost through not working on a public holiday [other than those holidays referred to in clause 15 (1) of this Agreement] permit his employees to work overtime on any day not being a Sunday prior or subsequent to such public holiday, at ordinary rates of pay.

13. PROPORTION OR RATIO OF EMPLOYEES.

(1) One qualified milliner shall be employed before an improver milliner and learner milliner may be employed in any establishment. For every learner milliner employed in any establishment, at least one improver milliner and one qualified milliner shall be employed, and for every improver milliner that is employed, at least one qualified milliner shall be employed.

(2) One qualified trimmer shall be employed before an unqualified trimmer may be employed in any establishment, and for every two unqualified trimmers employed in any establishment, at least one qualified trimmer shall be employed.

(3) At least one qualified milliner shall be employed before any trimmer may be employed in any establishment.

(4) For the purpose of this clause, a qualified milliner shall mean an employee who is earning not less than the wage plus cost of living allowance of a qualified milliner as prescribed in this Agreement; an improver milliner shall mean any employee who is earning the wage plus cost of living allowance of an improver milliner as prescribed in this Agreement; a learner milliner shall mean any employee who is earning the wage plus cost of living allowance of a learner milliner as prescribed in this Agreement; a qualified trimmer shall mean any employee who is earning not less than the wage plus cost of living allowance of a qualified trimmer as prescribed in this Agreement; and an unqualified trimmer shall mean any employee who is earning the wage plus cost of living allowance of an unqualified trimmer as prescribed in this Agreement.

(5) An employer who is wholly or mainly engaged in performing the work of a milliner or trimmer may, for the purpose of the ratio of employees, be deemed to be a qualified milliner or qualified trimmer. Provided that where an employer carries on business in more than one establishment he shall not be deemed to be a qualified milliner or qualified trimmer in respect of more than one such establishment.

(6) An employer who is wholly or mainly engaged in performing the work of a milliner or trimmer and who takes advantage of the provisions of sub-clause (5) of this clause, shall inform the Council thereof in writing within fourteen days of the date on which he commenced to calculate his ratio of employees on the basis of the said provisions.

van; met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of dit mag toelaat dat sy oortyd soos volg werk nie:—

- (a) Vir langer as twee uur op 'n dag;
- (b) op meer as drie opeenvolgende dae;
- (c) op meer as sestig dae in 'n jaar;
- (d) later as 6 nm;
- (e) na voltooiing van haar gewone werkure, vir langer as een uur op 'n dag, tensy hy—
 - (i) daardie werknemer voor 12-uur middag op daardie dag daarvan in kennis gestel het; of
 - (ii) daardie werknemer van 'n toereikende maal voorsien het voordat sy moet begin oortyd werk; of
 - (iii) daardie werknemer betyds minstens een sjieling en ses pennies betaal het om die werknemer in staat te stel om 'n ete te verkry voor met die oortyd begin moet word.

(2) Oortyd, dit wil sê, tyd waarin gewerk word buite die gewone werkure soos voorgeskryf in klousule 10 hiervan, mag nie gewerk word nie, behalwe met skriftelike toestemming van die Raad.

(3) Van geen werknemer mag sonder sy eie toestemming geëis word dat hy oortyd werk nie.

(4) Geen werknemer mag op grond van sy weiering om oortyd te werk, ontslaan of op enige wyse in sy werk benadeel word nie.

12. OORTYDSKALE.

(1) Onderworpe aan subklousule (2) hiervan, moet betaling vir oortydwerk teen onderstaande minimum skale gedoen word:

- (a) Teen anderhalf maal die uurloon, plus lewenskostetoelae, vir elke uur, of deel van 'n uur aldus op weekdae gewerk, met inbegrip van Saterdag; met dien verstande dat as oortyd, bereken op 'n daaglikse basis, verskil van dié bereken op 'n weeklikse basis, die gunstige basis vir die werknemer aangeneem moet word.
- (b) As 'n werknemer 'n tyd lank op 'n Sondag werk, moet sy werkgewer hom of minstens dubbel die volle loon betaal, plus lewenskostetoelae, wat ten opsigte van 'n gewone werkdag betaalbaar is; of die werknemer minstens anderhalf maal die gewone uurloon betaal, ten opsigte van elke uur of gedeelte van 'n uur werklik op dié Sondag gewerk, en hom daarbenewens een dag verlof met volle betaling binne sewe dae toestaan.

(2) Onderworpe aan die voorafgaande toestemming van die Raad, kan 'n werkgewer ten einde tyd in te haal wat verloor is deur nie op 'n publieke vakansiedag [behalwe dié genoem in klousule 15 (1) van hierdie Ooreenkoms] te werk nie, sy werknemers toelaat om enige dag (behalwe Sondag) voor of na dié publieke vakansiedag teen gewone loonskale te werk.

13. GETALLEVERHOUDING ONDER WERKNEMERS.

(1) Een gekwalifiseerde hoedemaakster moet in diens wees alvorens 'n ambagsgesel-hoedemaakster en leerlinghoedemaakster in 'n inrigting in diens geneem mag word. Vir elke leerlinghoedemaakster in enige inrigting in diens, moet minstens een ambagsgesel-hoedemaakster en een gekwalifiseerde hoedemaakster in diens wees, en vir elke ambagsgesel-hoedemaakster in diens, moet minstens een gekwalifiseerde hoedemaakster in diens wees.

(2) Een gekwalifiseerde opmaker moet in diens wees voordat 'n ongekwalifiseerde opmaker in 'n inrigting in diens geneem mag word en vir elke twee ongekwalifiseerde opmakers in diens in enige inrigting, moet minstens een gekwalifiseerde opmaker in diens wees.

(3) Minstens een gekwalifiseerde hoedemaakster moet in diens wees voordat 'n opmaker in 'n inrigting in diens geneem mag word.

(4) Vir die toepassing van hierdie klousule beteken 'n gekwalifiseerde hoedemaakster 'n werknemer wat minstens die loon, plus lewenskostetoelae, van 'n gekwalifiseerde hoedemaakster, soos in hierdie Ooreenkoms voorgeskryf, verdien; 'n ambagsgesel-hoedemaakster 'n werknemer wat die loon, plus lewenskostetoelae, van 'n ambagsgesel-hoedemaakster soos in hierdie Ooreenkoms voorgeskryf, verdien; 'n leerlinghoedemaakster, 'n werknemer wat die loon, plus lewenskostetoelae, van 'n leerlinghoedemaakster, soos in hierdie Ooreenkoms voorgeskryf, verdien; 'n gekwalifiseerde opmaker, 'n werknemer wat minstens die loon, plus lewenskostetoelae, van 'n gekwalifiseerde opmaker, soos in hierdie Ooreenkoms voorgeskryf, verdien; en 'n ongekwalifiseerde opmaker, 'n werknemer wat die loon, plus lewenskostetoelae, van 'n ongekwalifiseerde opmaker, soos in hierdie Ooreenkoms voorgeskryf, verdien.

(5) 'n Werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n hoedemaakster of opmaker verrig, kan vir die doel van die getalleverhouding onder die werknemers as 'n gekwalifiseerde hoedemaakster of 'n gekwalifiseerde opmaker beskou word; met dien verstande dat as 'n werkgewer besigheid by meer as een inrigting dryf, hy nie as 'n gekwalifiseerde hoedemaakster of 'n gekwalifiseerde opmaker ten opsigte van meer as een sodanige inrigting beskou mag word nie.

(6) 'n Werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n hoedemaakster of opmaker verrig en wat van die bepalings van subklousule (5) van hierdie klousule gebruik maak, moet binne veertien dae na die datum waarop hy begin het om die getalleverhouding onder sy werknemers op die basis van genoemde bepalings te bereken, die Raad skriftelik daarvan in kennis stel.

14. ANNUAL LEAVE.

Subject to the provisions of clause 18 of this Agreement:—

- (1) Every employer shall grant, in the month of December of each year and not later than the last pay-day of the establishment for the year, to each of his employees who has been in his employment from any date prior to the first day of February of the same year and whose services have not been terminated before the 1st December of that year, three weeks' annual leave on full pay. Provided that any such employee shall be entitled to take his leave before the last pay-day of the establishment for the year, but after the 1st December.
- (2) The leave pay due in terms of sub-clause (1) of this clause shall be paid by the employer not later than the last working day of the employee before the commencement of the period of annual leave.
- (3) An employee whose contract of service with an employer commenced—
 - (a) on or after the first day in February and is in his employ on or after the first day in December; or
 - (b) prior to the first day of February, but who terminates his service before the first day in December; or
 - (c) on or after the first day in February, but who terminates his service before the first day in December; shall, if he has been in employment with the same employer for a period of not less than one month, be paid not less than one-third of his weekly wage plus cost of living allowance in respect of each completed month of employment with that employer during that working year. The leave pay due in terms of this sub-clause shall be paid by the employer not later than the last working day before the employee commences his leave, or on which he terminates his employment, as the case may be.
- (4) The payment in respect of annual leave due in terms of this clause shall be calculated at the rate of the wage plus cost of living allowance which the employee was receiving or was entitled to receive immediately prior to the date upon which the leave became due or his employment was terminated, as the case may be.
- (5) Subject to the provisions of sub-clause (c) of clause 7, where an employer closes his establishment for a period exceeding four weeks during the months of December and/or January due to holiday recess, the employer shall pay full wages and cost of living allowance to each of his employees for the period in excess of the four weeks that the establishment is closed. Provided that an employer may, before the fifteenth day of November in each year, apply to the Council for written permission to close his establishment for a period exceeding four weeks during the months of December and/or January following the said fifteenth day of November, and, if such permission is granted by the Council, the provisions of this sub-clause in regard to the payment of wages and cost of living allowance for the period in excess of four weeks shall not apply.
- (6) Should an establishment be closed for a period which includes Dingaan's Day or Christmas Day or New Year's Day the employer shall pay each of his employees on the last working day for the year, over and above their annual leave pay, a full day's wage plus cost of living allowance in respect of each such day.
- (7) For the purpose of this clause, "month of employment" shall mean a period of one calendar month commencing from the date on which the employee commenced work with a particular employer; and "last pay-day of the establishment for the year" shall mean the 24th December.

15. PAID HOLIDAYS.

Subject to the provisions of clause 18 of this Agreement:—

- (1) Every employer shall grant to each of his employees New Year's Day, Good Friday, Easter Monday, May Day (1st of May), Dingaan's Day (16th of December) and Christmas Day as paid holidays, and no employer shall employ an employee and no employee shall work on any one of these days.
- (2) When any one of these paid holidays falls on a Saturday or a Sunday, the employees shall be paid a full day's wage plus cost of living allowance in respect of such day.
- (3) An employee who gives or receives notice to terminate his services on or after the 1st December of any year, shall be paid a full day's wage plus cost of living allowance in respect of each of the paid holidays, Dingaan's Day, Christmas Day and New Year's Day. Provided that this shall not apply in the case of an employee who is dismissed on the grounds of misconduct or who has commenced employment with the employer later than the 1st of July of that year.
- (4) (a) Any employer may, for reasons he may consider desirable, close his establishment for a period not exceeding three days in all, not necessarily consecutive, during the months of September and/or October in each year. If an employer closes his establishment as aforesaid for one day only, then that day shall be deemed to be a paid holiday; if he closes for more than one day, then only one of such days shall be deemed to be a paid holiday.

14. JAARLIKSE VERLOF.

Onderworpe aan die bepalings van klousule 18 van hierdie Ooreenkoms moet:—

- (1) Elke werkgever gedurende Desembermaand van elke jaar en op of voor die laaste betaaldag van die inrigting vir die jaar, aan elke een van sy werknemers wat van enige datum voor die eerste dag van Februarie van dieselfde jaar in sy diens was en wie se dienste nie voor 1 Desember van daardie jaar beëindig is nie, drie weke vakansieverlof met volle betaling toestaan; met dien verstande dat die werknemer geregtig is om sy verlof voor die laaste betaaldag van die inrigting vir die jaar, maar na 1 Desember, te neem.
- (2) Die werkgever moet die verloffbetaling, ingevolge subklousule (1) van hierdie klousule verskuldig, op of voor die laaste werkdag van die werknemer voor die aanvang van die tydperk van vakansieverlof, betaal.
- (3) 'n Werknemer wie se dienskontrak met 'n werkgever in werking getree het—
 - (a) op of na die eerste dag van Februarie, en in diens van die werkgever op of na die eerste dag van Desember is; of
 - (b) voor die eerste dag van Februarie, maar wat sy diens voor die eerste dag van Desember beëindig; of
 - (c) op of na die eerste dag van Februarie, maar wat sy diens voor die eerste dag van Desember beëindig; moet, indien hy vir 'n tydperk van minstens 'n maand by dieselfde werkgever in diens was, minstens een-vierde van sy weekloon, plus lewenskostoelae, betaal word ten opsigte van elke voltooide diensmaand by dié werkgever gedurende daardie werkjaar. Die werkgever moet die verloffbesoldiging wat ingevolge hierdie klousule verskuldig is, na gelang van die geval, nie later as die laaste werkdag van die werknemer voor die aanvang van die tydperk van vakansieverlof, of op die dag wat die werknemer die werkgever se diens verlaat, betaal nie.
- (4) Die betaling ten opsigte van jaarlikse vakansieverlof wat kragtens hierdie klousule verskuldig is, moet bereken word teen die loonskaal, plus lewenskostoelae, wat die werknemer ontvang het of geregtig was om te ontvang onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens beëindig is, al na die geval.
- (5) Onderworpe aan die bepalings van subklousule (c) van klousule 7, as 'n werkgever sy inrigting vir 'n tydperk van meer as vier weke gedurende die maande Desember en/of Januarie weens die vakansieseisoen sluit, moet die werkgever aan elke een van sy werknemers vir die tydperk wat die sluiting langer as vier weke duur, volle loon plus lewenskostoelae betaal; met dien verstande dat 'n werkgever voor die vyftiende dag van November van elke jaar by die Raad mag aansoek doen om skriftelike toestemming om sy inrigting vir 'n tydperk van langer as vier weke gedurende die maande Desember en/of Januarie na genoemde vyftiende dag van November te sluit, en as die Raad toestemming verleen, is die bepalings van hierdie subklousule ten opsigte van die betaling van lone en lewenskostoelae vir die tydperk wat die sluiting langer as vier weke duur, nie van toepassing nie.
- (6) Ingeval 'n inrigting vir 'n tyd sluit wat Dingaansdag of Kersdag of Nuwejaarsdag insluit, moet die werkgever elke een van sy werknemers op die laaste werkdag van die jaar, bo en behalwe hul jaarlikse verloffbetaling, 'n volle dag se loon, plus lewenskostoelae, ten opsigte van elke sodanige dag betaal.
- (7) Vir die toepassing van hierdie klousule beteken „diensmaand” 'n tydperk van een kalendermaand van die datum waarop die werknemer by 'n bepaalde werkgever begin werk, en „laaste betaaldag van die inrigting vir die jaar” 24 Desember.

15. VAKANSIEDAE MET BETALING.

Onderworpe aan die bepalings van klousule 18 van hierdie Ooreenkoms moet:—

- (1) Elke werkgever aan elke een van sy werknemers Nuwejaarsdag, Goëie-Vrydag, Paasmaandag, Meidag (1 Mei), Dingaansdag (16 Desember) en Kersdag as vakansiedae met betaling toestaan en op geeneen van hierdie dae mag 'n werkgever 'n werknemer laat werk en 'n werknemer werk nie.
- (2) Werknemers, as enigeen van hierdie vakansiedae met betaling op Saterdag of Sondag val, 'n volle dag se betaling ten opsigte van dié dag betaal word.
- (3) 'n Werknemer wat diens opse, of kennisgewing van diensbeëindiging ontvang, op of na 1 Desember van enige jaar, moet 'n volle dag se betaling ten opsigte van die betaalde vakansiedae Dingaansdag, Kersdag en Nuwejaarsdag betaal word; met dien verstande dat bostaande nie van toepassing is in die geval van 'n werknemer wat weens wan gedrag ontslaan word, of wat na 1 Julie van daardie jaar by die firma in diens getree het nie.
- (4) (a) 'n Werkgever kan, om redes wat hy wenslik ag, sy inrigting sluit vir 'n tydperk van altesame hoogstens drie dae, wat nie noodwendig agtereenvolgend is nie, gedurende die maande September en/of Oktober van elke jaar. As 'n werkgever sy inrigting slegs vir een dag op voornoemde wyse sluit, word daardie dag as 'n vakansiedag met betaling beskou; as hy vir meer as een dag sluit, word slegs een van dié dae as 'n vakansiedag met betaling beskou.

- (b) If an employer does not close his establishment for any of the three days aforesaid, he shall pay to each of his employees one extra day's wage plus cost of living allowance on the first pay-day of the month of October.

16. OUT-WORK.

No employer shall give out-work to be performed except in premises registered in terms of clause 19 of this Agreement, nor shall he require or permit any employee to perform any work in the Millinery Industry elsewhere than in an establishment provided, equipped, maintained and controlled by the employer.

17. TERMINATION OF EMPLOYMENT.

(1) Subject to the provisions of clause 18 and sub-clause (4) of this clause, not less than one week's notice in writing, to take effect from the usual pay-day of the employee, shall be given by an employer or employee to terminate a contract of service, provided that this shall not affect—

- the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- any agreement between the employer and employee providing for a period of notice of equal duration on both sides and for longer than one week, in which case such longer period of notice shall be given; and provided further that—
- an employer may pay an employee his wage plus cost of living allowance for and in lieu of the period of notice prescribed in sub-clause (1) hereof, or as agreed upon in terms of paragraph (b) above;
- an employee who is working short-time may terminate his employment without giving notice;
- the period of employment of an employee commencing on the date of engagement and ending on or before the second pay-day subsequent to such engagement shall, unless the contrary is stated in a written agreement, be deemed to be a period of trial and such employment may be terminated by the employer or employee without notice.

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

(3) Where an employee is absent from work—

- on account of illness, accident or pregnancy, the employer having been notified within three days of the commencement of such absence, or
- on account of leave with the permission or at the request of the employer, such employee may not be dismissed by reason of or during such absence, subject to the said period of absence not exceeding—
 - 13 consecutive weeks in the case of employees who have had three years' experience or less in the Industry in the Province of the Transvaal, and
 - in the case of employees who have had more than three years' experience in the Industry in the province of the Transvaal, the period referred to in paragraph (i) above shall be extended by four weeks in respect of each additional year of experience;

and the notice referred to in sub-clause (1) hereof shall not run concurrently with any period of such absence. Provided that an employer may require an employee to produce a medical certificate in proof of any illness or accident, when he returns to work.

(4) The employment of any employee who absents himself from work for a period of three consecutive working days without notifying his employer of the reasons for his absence, may be terminated by the employer without notice.

(5) (a) When an employer terminates the services of an employee in terms of sub-clause (4) hereof, advice 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 two copies of the certificate of service referred to in sub-clauses (3) and (5) of clause 25, and by any wages plus cost of living allowance, holiday pay, or other amounts due to the employee on such termination, for transmission to the employee on application.

(b) The provisions of this sub-clause shall, *mutatis mutandis*, apply to any termination of employment in terms of sub-clause (1) hereof.

18. EMPLOYEES EMPLOYED IN SHOPS.

Notwithstanding anything to the contrary contained in this Agreement, the following provisions shall operate in respect of employees employed in shops:—

- Wages, cost of living allowances and other amounts due to an employee shall be paid in cash monthly or weekly and not later than fifteen minutes after the employee finishes work on the last day of the month or on the weekly pay-day of the establishment, as the case may be. Provided that where the employee's services do not terminate on the last day of the month, or on the weekly

- (b) As 'n werkgewer nie sy inrigting op een van die drie genoemde dae sluit nie, moet hy aan elkeen van sy werknemers een bykomende dag se betaling, plus lewenskostoelae, op die eerste betaaldag van die maand Oktober betaal.

16. UITBESTEDING VAN WERK.

Geen werkgewer mag werk uitbestee nie, behalwe waar dit gedoen sal word in 'n werkwinkel wat ooreenkomstig klousule 19 van hierdie Ooreenkoms geregistreer is; en geen werkgewer mag van 'n werknemer vereis of dit toelaat dat hy werk in die hoedemakerynwyerheid elders verrig nie, behalwe in 'n inrigting wat die werkgewer verskaf, uitruis, in stand hou en beheer.

17. DIENSBEÏNDIGING.

(1) Onderworpe aan die bepalings van klousule 18 en subklousule (4) van hierdie klousule, moet 'n werkgewer of 'n werknemer minstens een week skriftelik kennis gee van sy voorneme om die diens te beëindig, gereken van die gebruikelike betaaldag van die werknemer; met dien verstande dat dit geen uitwerking het op—

- 'n werkgewer of werknemer se reg om die dienskontrak sonder opsegging te beëindig om enige goeie rede wat by wet as voldoende erken word;
- 'n ooreenkoms tussen die werkgewer en werknemer waarby voorsiening vir 'n langer diensopseggingstyd as een week gemaak word, in welke geval die langer tydperk van kennisgewing vereis word; en met dien verstande verder dat—
- 'n werkgewer lone plus lewenskostoelae aan 'n werknemer kan betaal ten opsigte en in plaas van die diensopsegging na te kom wat in subklousule (1) hiervan voorgeskryf, of waarop ingevolge paragraaf (b) hiervan ooreengekom is;
- 'n werknemer wat korttyd werk, sy diens sonder kennisgewing kan beëindig;
- dit beskou word dat die diens tydperk van 'n werknemer wat op die datum van indiensneming begin en op of voor die tweede betaaldag na indiensneming eindig, tensy by skriftelike ooreenkoms die teenoorgestelde bepaal is, 'n proeftydperk is en dat die diens sonder voorafgaande diensopsegging deur die werkgewer of die werknemer beëindig kan word.

(2) 'n Werknemer wat tydelik buite werk gestel word in die loop van 'n diensopseggingstydperk waarvan kennis ooreenkomstig hierdie Ooreenkoms gegee is, moet volle loon vir daardie week ontvang.

(3) As 'n werknemer van werk afwesig is—

- weens siekte, ongeluk of swangerskap as die werkgewer binne drie dae na die begin van die afwesigheid in kennis gestel is; of
- met verlof, waartoe die werkgewer sy toestemming verleen het of op versoek van die werkgewer, mag dié werknemer nie om rede van of tydens dié afwesigheid ontslaan word nie, mits die genoemde tydperk van afwesigheid nie meer is as—
 - dertien agtereenvolgende weke in die geval van werknemers met drie jaar ervaring of minder in die nywerheid in die Provinsie Transvaal; en
 - in die geval van werknemers met meer as drie jaar ervaring in die nywerheid in die Provinsie Transvaal, moet die tydperk waarna in (i) hierbo verwys is, met vier weke verleng word ten opsigte van elke bykomende jaar ervaring;

en die kennis in subklousule (1) hiervan genoem, mag nie saamval met enige tydperk van dié verlof nie; met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om 'n doktersertifikaat voor te lê ter staving van 'n siekte of ongeval, wanneer hy na sy werk terugkeer.

(4) Die diens van enige werknemer wat vir 'n tydperk van drie agtereenvolgende werkdae om enige rede van die werk afwesig is sonder om sy werkgewer skriftelik daarvan in kennis te stel, kan deur die werkgewer sonder kennisgewing beëindig word.

(5) (a) Wanneer 'n werkgewer 'n werknemer afdank ingevolge subklousule (4) hiervan, kan aan die Sekretaris van die Raad skriftelik kennis van die beëindiging gegee word. Elke sodanige kennisgewing aan die Raad moet vergesel gaan van twee afskrifte van die dienssertifikaat, in subklousules (3) en (5) van klousule 25 genoem, asook lone, plus lewenskostoelae, verlofbetaling, of ander bedrae aan 'n werknemer by die diensbeëindiging verskuldig, vir oorhandiging aan die werknemer op aanvraag.

(b) Ingevolge subklousule (1) hiervan is die bepalings van hierdie subartikel *mutatis mutandis* op enige diensbeëindiging van toepassing.

18. WERKNEMERS WAT IN WINKELS IN DIENS IS.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is onderstaande bepalings van toepassing ten opsigte van werknemers wat in winkels in diens is:—

- Lone, lewenskostoelae en ander bedrae aan 'n werknemer verskuldig, moet maandeliks of wekeliks in kontant betaal word en uiterlik vyftien minute nadat die werknemer op die laaste dag van die maand of die wekelike betaaldag van die inrigting, na gelang van die geval, met werk ophou; met dien verstande dat as die werknemer se dienste nie op die laaste dag van die maand of op die wekelike betaaldag van die inrigting eindig nie, alle

pay-day of the establishment, any amounts due to him shall be paid immediately upon such termination; and provided further that where the employee is working short-time, payment in terms of this sub-clause shall be made not later than fifteen minutes after the employee finishes work for the month or week, as the case may be.

- (2) (a) An employee or his employer shall give not less than two weeks' notice in the case of a monthly paid employee and one week's notice in the case of a weekly paid employee to terminate the contract of employment. Provided that this shall not affect the right of an employee or an employer to terminate the contract of employment without notice for any cause recognised by law as sufficient, or any agreement between the employee and employer which provides for a period of notice of equal duration on both sides and for longer than two weeks or one week, as the case may be, in which event such longer period of notice shall be given.
- (b) The notice referred to in paragraph (a) hereof shall be so given as to take effect from—
 - (i) in the case of a weekly paid employee, the usual weekly pay-day of the establishment;
 - (ii) in the case of a monthly paid employee, the first or fifteenth day of the month, as the case may be.
- (c) The trial period referred to in clause 17 (1) (e) of this Agreement shall not be longer than two weeks, commencing from the date of employment of the employee.
- (d) The provisions of clause 17 (3) shall *mutatis mutandis* apply in respect of employees employed in shops.
- (3) An employee who has completed three months employment with the same employer and who is absent from work through sickness or accident not caused by the employee's own neglect or misconduct, shall be paid not less than the equivalent of the weekly wage plus cost of living allowance which the employee was receiving immediately prior to the date on which his absence from work commenced, divided by six for each day of such absence, not exceeding twelve working days in the aggregate in any one year of employment, calculated from the date on which the employee entered his employer's service. Provided that the employer may—
 - (a) require his employee to produce a medical certificate in respect of any absence in excess of three days in proof of such sickness or accident;
 - (b) deduct the amount of any compensation payable under the provisions of the Workmen's Compensation Act, 1941, in respect of such sickness or accident;
 - (c) deduct any amount paid for medical and/or hospital treatment under the provisions of any Master's and Servant's Law arising out of such sickness or accident.
- (4) Every weekly or monthly paid employee shall be entitled to receive, on the ordinary pay-day of the establishment concerned, not less than his full weekly or monthly wage plus cost of living allowance (as the case may be), and an employer shall not withhold any portion of any remuneration earned by an employee, nor shall any fines be levied against an employee or any deductions whatsoever be made from any amounts due to an employee for work performed by him or otherwise arising from his employment, other than the following:—
 - (a) With the written consent of his employee, deductions for holiday, insurance, provident or pension funds, for trade union subscriptions or for dental plates and other dental work not otherwise provided for;
 - (b) contributions to the Council funds and to the Medical Benefit Society, shall be deducted in terms of clauses 26 and 27 of this Agreement;
 - (c) subject to the provisions of sub-clauses (3) and (6) (b) hereof, where an employee absents himself from work, or commences employment with an employer after the beginning of the working week or month of the establishment concerned, a deduction may be made from the wage plus cost of living allowance of such employee, proportionate to the actual time lost;
 - (d) a deduction of any amount which an employer is by any law or any order of any competent court required or permitted to make;
 - (e) with the written consent of his employee, a deduction of any amounts due to an employer for goods purchased from him by his employee. Provided that no employer shall require his employee to purchase any goods from him or from any shop or person nominated by him;
 - (f) where short-time has been introduced, the employees may be paid for the actual time worked.
- (5) The provisions of clause 14 of this Agreement shall not apply in respect of employees employed in shops. The following provisions shall apply in respect of such employees and their employers—
 - (a) an employee shall be entitled to and be granted eighteen consecutive working days annual leave on full pay after each year of employment with the same

bedrae aan hom verskuldig onmiddellik by die beëindiging betaal moet word; en met dien verstande verder dat as die werknemer korttyd werk, betaling ingevolge hierdie subklousule uiterlik vyftien minute nadat die werknemer vir die maand of week ophou om te werk, al na die geval, moet geskied.

- (2) (a) 'n Werknemer, of sy werkgever, moet in die geval van 'n maandeliks besoldigde werknemer minstens twee weke, en in die geval van 'n weekliks besoldigde werknemer minstens een week, diensopsegging gee; met dien verstande dat dit nie 'n werknemer of 'n werkgever se reg raak om die diens sonder kennisgewing om enige rede wat by wet as voldoende erken word, te beëindig nie, of enige ooreenkoms tussen 'n werknemer en werkgever wat voorsiening maak vir 'n tydperk van diensopsegging van gelyke duur van weerskante en vir langer as twee weke, in welke geval die langer tydperk van diensopsegging nagekom moet word.
- (b) Die kennisgewing genoem in paragraaf (a) hiervan moet op so 'n tydstip gedoen word dat dit—
 - (i) in die geval van 'n weekliks besoldigde werknemer, op die gewone weeklikse betaaldag van die inrigting begin;
 - (ii) in die geval van 'n maandeliks besoldigde werknemer, op die eerste of vyftiende dag van die maand, na gelang van die geval, begin.
- (c) Die proeftyd genoem in klousule 17 (1) (e) van hierdie Ooreenkoms mag nie langer as twee weke wees nie, gereken van die datum van die werknemer se indiensneming.
- (d) Die bepalings van klousule 17 (3) is *mutatis mutandis* van toepassing op werknemers wat in winkels in diens is.
- (3) 'n Werknemer wat drie maande diens by dieselfde werkgever voltooi het, en wat van werk afwesig is as gevolg van siekte of ongeluk wat nie deur sy eie nalatigheid of wangedrag veroorsaak is nie, moet minstens die ekwivalent van die weeklikse besoldiging, plus lewenskostoelae, ontvang wat die werknemer onmiddellik voor die aanvangsdatum van sy afwesigheid van sy werk ontvang het, gedeel deur ses vir elke dag van so 'n afwesigheid van altesame hoogstens twaalf dae in enige diensjaar, gereken van die datum waarop die werknemer by die werkgever in diens gekom het; met dien verstande dat die werkgever—
 - (a) van sy werknemer kan eis dat hy ten opsigte van 'n afwesigheid van meer as drie dae 'n doktersertifikaat as bewys van die siekte of ongeluk voorleë;
 - (b) die bedrag van enige skadeloosstelling ten opsigte van die siekte of ongeluk, betaalbaar kragtens die bepalings van die Ongevalwet, 1941, kan aftrek;
 - (c) enige bedrag vir mediese en/of hospitaaldienste wat ten opsigte van die siekte of ongeluk kragtens die bepalings van die Here en Diensbodes Wet bepaal is, kan aftrek.
- (4) Elke weekliks of maandeliks betaalde werknemer is daartoe geregtig om minstens sy volle weekloon of maandloon, plus lewenskostoelae (al na die geval), op die gewone betaaldag van die betrokke inrigting te ontvang, en 'n werkgever mag geen gedeelte van besoldiging wat deur die werknemer verdien is, weerhou nie; ook mag 'n werknemer geen boetes opgelê word of aftrekkings van watter aard ook al gemaak word van bedrae aan 'n werknemer verskuldig vir werk deur hom gedoen of wat andersins uit sy diens voortvloei nie, behalwe onderstaande:—
 - (a) Met die skriftelike toestemming van sy werknemer, aftrekkings vir verlof, versekerings-, voorsorg- of pensioenfondse of vakverenigingsledegedeltes of vir kunsgewer of ander tandheelkundige werk waarvoor voorsiening nie andersins gemaak word nie;
 - (b) bydraes aan die Raadsfonds en siektebystandvereniging word kragtens klousules 26 en 27 van hierdie Ooreenkoms afgetrek;
 - (c) Onderworpe aan die bepalings van subklousules (3) en (6) (b), hiervan, wanneer 'n werknemer van sy werk wegbly of werk by 'n werkgever na die aanvang van die werkweek of werkmaand van die betrokke inrigting aanvaar, 'n aftrekking van die loon, plus lewenskostoelae van die werknemer in verhouding tot die tyd wat werklik verloor is;
 - (d) enige bedrag wat 'n werkgever kragtens 'n wet of bevel van 'n bevoegde hof verplig of veroorloof is om af te trek;
 - (e) met skriftelike toestemming van sy werknemer, enige bedrag aan die werkgever verskuldig vir goedere deur die werknemer van die werkgever gekoop; met dien verstande dat geen werkgever van sy werknemer kan eis dat hy goedere van hom of van 'n winkel of persoon deur hom aangewys, koop nie;
 - (f) ingeval korttydure ingevoer is, mag die werknemers betaal word vir die werklike tyd gewerk.
- (5) Die bepalings van klousule 14 van hierdie Ooreenkoms is nie op werknemers wat in winkels in diens is, van toepassing nie. Die volgende bepalings is op sulke werknemers en hul werkgevers van toepassing:—
 - (a) 'n Werknemer is geregtig tot agtien opeenvolgende werkdag jaarlikse vakansieverlof met volle betaling na elke jaar diens by dieselfde werkgever, en dit moet

employer. Provided that where an employer and employee agree, such leave need not be consecutive; and provided further that if any public holiday falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence with full pay;

- (b) the leave to which an employee is entitled in terms of paragraph (a) above shall be granted at a time fixed by the employer but not later than two months after the completion of the year of employment in respect of which it has accrued;
 - (c) the leave due to an employee in terms of paragraph (a) above shall be on full pay, and the amount due in respect thereof shall, in all cases, be paid before the date of commencement of the leave;
 - (d) in lieu of the leave referred to in paragraph (a) hereof, a labourer may, if the employer and employee agree, be paid an amount of not less than the amount due to him in respect of such leave;
 - (e) an employee whose contract of employment terminates—
 - (i) in the first year of employment with the same employer, after the completion of one month's employment but before the completion of such year; or
 - (ii) in any subsequent year of employment with the same employer but before the completion of such year; shall, upon such termination, be paid in respect of each completed month of employment of the said uncompleted year an amount not less than one and a half day's wage plus cost of living allowance;
 - (f) an employee who has become entitled to a period of leave in terms of paragraph (a) hereof and whose employment terminates before such leave has been granted shall, upon such termination, be paid in respect of each week of such leave an amount not less than the weekly wage plus cost of living allowance, or a *pro rata* part thereof in respect of any portion of a week involved.
- (6) The provisions of clause 15 of this Agreement shall not apply in respect of employees employed in shops. The following provisions shall apply in respect of such employees and their employers—
- (a) an employee shall be entitled to and be granted leave on all public holidays and shall be paid in respect of each such holiday not less than one-sixth of the weekly wage plus cost of living allowance;
 - (b) no deductions may be made from an employee's wage or cost of living allowance for public holidays on which the employee does not work, and the provisions of clause 12 (2) of this Agreement shall not apply to employees employed in shops;
 - (c) employees shall not be entitled to receive extra pay in respect of the paid holidays as provided in clause 15 of this Agreement.
- (7) (a) Payments in respect of annual leave or paid holidays due in terms of this clause shall be calculated at the rate of the wage plus cost of living allowance which the employee was receiving or was entitled to receive immediately prior to the date of commencement of the leave or paid holiday, or immediately prior to the date upon which his employment terminated, as the case may be;
- (b) for the purpose of this clause, "month of employment" shall mean a period of one calendar month commencing from the date on which the employee commenced work with the particular employer.

19. REGISTRATION OF PREMISES.

(1) Every employer operating in the Millinery Industry, or occupier of premises where one or more employees are engaged in the Millinery Industry, shall within one month from the date of commencement of operations by him, notify the Secretary of the Council in writing of the full name under which the business is being carried on, the address of the premises where the said operations are being carried on, the address of the office from which the business is conducted, the names of the owner or partners of the concern, or, if a limited liability company, the names of the secretary or directors. The Secretary of the Council shall thereupon issue to the said employer or occupier a signed Certificate of Registration. No operation in the Millinery Industry shall be performed elsewhere than in premises registered in terms of this clause.

(2) In the event of a change in any of the particulars referred to in sub-clause (1) hereof, such change or changes shall be notified to the Secretary of the Council within two weeks of the date of the change.

(3) For the purposes of this clause "occupier" means any person having the general management and control of the premises, and, if there are two or more such persons, includes all such persons.

20. PREMIUMS.

(1) No premium shall be charged or accepted by an employer.

(2) For the purpose of this clause, "premium" means, without in any way limiting the ordinary meaning of the term, any consideration of whatever nature given in return for the training of an employee.

hom toegestaan word; met dien verstande dat as 'n werkgewer en werknemer daartoe ooreenkom, dié verlof nie opeenvolgend hoeft te wees nie; en met dien verstande verder dat as 'n publieke vakansiedag binne die tydperk van die verlof val, daardie publieke vakansiedag as 'n verdere tydperk van vakansieverlof met betaling aan genoemde tydperk toegevoeg moet word.

- (b) Die verlof waartoe 'n werknemer kragtens paragraaf (a) hierbo geregig is, moet toegestaan word op 'n tyd wat deur die werkgewer bepaal word, maar nie later as twee maande na voltooiing van die jaar diens waarvoor dit verskuldig is nie.
 - (c) Die verlof aan 'n werknemer kragtens paragraaf (a) hierbo verskuldig, is met volle betaling, en die bedrag ten opsigte daarvan verskuldig, moet in alle gevalle betaal word voor die datum waarop die verlof begin.
 - (d) In plaas van die verlof genoem in paragraaf (a) hiervan, kan aan 'n arbeider, as die werkgewer en werknemer daartoe ooreenkom, 'n bedrag betaal word wat minstens die bedrag is wat aan hom ten opsigte van die verlof verskuldig is.
 - (e) 'n Werknemer wie se dienskontrak eindig—
 - (i) in die eerste jaar diens by dieselfde werkgewer, na voltooiing van een maand diens, maar voor voltooiing van daardie jaar; of
 - (ii) in enige daaropvolgende jaar diens by dieselfde werkgewer, maar voor voltooiing van daardie jaar; moet hy die beëindiging, ten opsigte van elke voltooiide maand diens in die genoemde onvoltooiide jaar, 1½ dag se betaling, plus lewenskostetoelae, betaal word.
 - (f) 'n Werknemer wat geregig geword het tot 'n tydperk van verlof kragtens paragraaf (a) hiervan en wie se diens eindig voordat daardie verlof toegestaan is, moet by die beëindiging ten opsigte van elke week van die verlof 'n bedrag van minstens die weekloon, plus lewenskostetoelae, of 'n *pro rata* gedeelte daarvan ten opsigte van enige deel van 'n betrokke week betaal word.
- (6) Die bepalings van klousule 15 van hierdie Ooreenkoms is nie van toepassing op werknemers wat in winkels in diens is nie. Die volgende bepalings is op sulke werknemers en hulle werkgewers van toepassing:—
- (a) 'n Werknemer is geregig tot verlof op alle publieke vakansiedae en dit moet aan hom toegestaan word, met betaling van minstens een-sesde van die weekloon, plus lewenskostetoelae, ten opsigte van elke sodanige vakansiedag;
 - (b) geen bedrae mag van die werknemer se loon of lewenskostetoelae vir publieke vakansiedae, waarop die werknemer nie werk nie, afgetrek word nie, en die bepalings van klousule 12 (2) van hierdie Ooreenkoms is nie van toepassing op werknemers wat in winkels in diens is nie;
 - (c) werknemers is nie geregig om ekstra betaling ten opsigte van vakansiedae met betaling, soos in klousule 15 van hierdie Ooreenkoms voorgeskryf is, te ontvang nie.
- (7) (a) Betaling ten opsigte van jaarlikse vakansieverlof of vakansie met betaling, kragtens hierdie artikel verskuldig, moet bereken word teen die skaal van besoldiging, plus lewenskostetoelae wat 'n werknemer onmiddellik voor die datum waarop die verlof of betaalde vakansiedag verskuldig geword het, of sy diens beëindig het, na gelang van die geval, ontvang het of waartoe hy geregig was.
- (b) Vir die doel van hierdie artikel beteken „maand diens” 'n kalendermaand wat begin op die datum waarop die werknemer by die besondere werkgewer begin werk het.

19. REGISTRASIE VAN PERSELE.

(1) Elke werkgewer in die Hoedemakerynwerheid of okkupeerder van persele waar een of meer werknemers in diens is in die hoedenywerheid, moet binne een maand van die datum waarop hy met werksaamhede begin, die Sekretaris van die Raad skriftelik in kennis stel van die volledige naam waaronder sake gedryf word, die adres van die persele waar die genoemde werksaamhede verrig word, die adres van die kantoor waaruit sake gedryf word, die name van die eienaar of vennote van die firma, of, as dit 'n maatskappy met beperkte aanspreeklikheid is, die name van die sekretaris of direkteure. Daarop moet die Sekretaris van die Raad 'n getekende registrasiesertifikaat uitreik. Vervaardiging van hoede mag alleen geskied in persele wat ingevolge hierdie klousule geregistreer is.

(2) Ingeval van 'n verandering in enigeen van die besonderhede in subklousule (1) hiervan genoem, moet dié verandering of verandering binne twee weke na die datum waarop dit plaasgevind het, aan die Sekretaris van die Raad meegedeel word.

(3) Vir die doel van hierdie klousule, beteken „okkupeerder” die persoon wat die algemene bestuur en beheer van die persele behartig, en as twee of meer dit behartig, is alle sodanige persone daaronder inbegrepe.

20. LEERGELD.

(1) 'n Werkgewer mag geen leergeld vorder of aanneem nie.

(2) Vir die doel van hierdie klousule beteken „leergeld,” sonder om die gewone betekenis van die uitdrukking enigsins te beperk, enige vergoeding van watter aard ook al wat in ruil vir opleiding van 'n werknemer gegee word.

21. EMPLOYMENT OF MINORS.

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

22. EXEMPTIONS.

(1) The Council may, on account of old age, infirmity or for any other good or sufficient reason, grant to or in respect of any person or persons, exemption from any of the provisions of this Agreement, except that no exemption may be granted to permit or require a female employee to work, unless the work is necessitated by an emergency—

- (a) between 6 p.m. and 6 a.m.; or
- (b) after 1 p.m. on more than five days per week.

(2) The Council shall fix the conditions subject to which any exemption is granted and the period during which it shall operate. Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the persons concerned, withdraw any licence of exemption, whether or not the period for which it 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 signed licence setting out—

- (a) the name of the establishment and/or the persons concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed by the Council 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 of exemption issued;
- (b) retain a copy of each licence issued;
- (c) where an exemption is granted to or in respect of an employee, forward a copy of the licence to the employer concerned, and *vice versa*.

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

23. EXHIBITION OF AGREEMENT.

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

24. RECORDS TO BE KEPT BY EMPLOYERS.

(1) Every employer shall at all times keep records showing in respect of each employee—

- (a) his full name, sex, age and race (employees over twenty-one years of age may be recorded as "adults");
- (b) the nature and the class of work performed;
- (c) the times of starting and finishing work each day;
- (d) the times and duration of the tea and lunch breaks;
- (e) the total number of hours normally worked each day and each week;
- (f) the total number of overtime hours worked each day and each week;
- (g) the normal rate of the basic wage and of the cost of living allowance per week or per month;
- (h) the normal rate of the total remuneration per week or per month;
- (i) any amounts paid in respect of bonuses for extra work performed, paid holidays, annual leave, or other additional amounts;
- (j) details of all deductions made from the employee's pay;
- (k) the actual wages, cost of living allowance and total remuneration paid each week or month.

(2) Every employer shall retain the records prescribed in sub-clause (1) hereof for a period of three years subsequent to the occurrence of the events recorded, and these records shall be kept available for inspection at any time within that period.

25. CERTIFICATES OF SERVICE, ENGAGEMENT FORMS, AND LISTS OF EMPLOYEES.

(1) An employer shall, before permitting an applicant for work to commence work, require each applicant to produce either a certificate of service issued by his last employer in the Industry, in accordance with the provisions of sub-clause (3) of this clause, or a certificate issued by the Council, which shall be in the form of Annexure A to this Agreement.

(2) When an employer engages an employee, he shall complete an engagement form, which shall be in the form of Annexure B to this Agreement, in respect of that employee. One copy of this form shall be forwarded to the Secretary of the Council, together with the certificate brought by the employee, within two weeks from the date of commencement of employment of that employee.

(3) Every employer shall issue a certificate of service to every employee on the date of termination of his employment, which shall be in the form of Annexure C to this Agreement.

21. INDIENSNEEMING VAN MINDERJARIGES.

Niemand onder die ouderdom van vyftien jaar mag in die hoedemakerynwyerheid in diens geneem word nie.

22. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan, of ten opsigte van, enige persoon verleen weens hoë ouderdom, of liggaamsgebrek, of enige ander goeie of voldoende rede, behalwe dat geen vrystelling verleen mag word om 'n vroulike werknemer te verplig of toe te laat om soos volg te werk nie, tensy die werk deur noodgeval veroorsaak word—

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

(2) Die Raad moet die voorwaardes vasstel waarop die vrystelling verleen word en die tydperk waarvoor die vrystelling van krag bly; met dien verstande dat die Raad na goeddunke, en nadat een week skriftelik kennis aan die betrokke persone gegee is, 'n vrystellingsertifikaat kan herroep, ongeag of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling kragtens die bepalings van hierdie klousule verleen word, 'n sertifikaat deur hom onderteken, uitreik wat vermeld:—

- (a) Die naam van die inrigting of die betrokke persone;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes deur die Raad vasgestel waarop vrystelling verleen word; en
- (d) die termyn waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nommer; en
- (b) van elke sertifikaat wat uitgereik word, 'n afskrif behou;
- (c) as vrystelling aan of ten opsigte van 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer stuur, en omgekeerd.

(5) Die bepalings van 'n vrystellingsertifikaat ingevolge hierdie klousule moet deur elke werkgewer en werknemer nagekom word.

23. VERTONING VAN OOREENKOMS.

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

24. AANTEKENINGE WAT DEUR WERKGEWERS GEHOU MOET WORD.

(1) Elke werkgewer moet te alle tye en ten opsigte van elke werknemer onderstaande aantekenings hou:—

- (a) Sy naam voluit, geslag, ouderdom en ras (werknemers bo 21 jaar kan as „volwassenes" aanteekene word);
- (b) die aard en klas van die werk wat verrig word;
- (c) die tye waarop werk elke dag begin en ophou;
- (d) die tye en duur van die tee- en middagete-onderbrekings;
- (e) die totale getal gewone ure wat elke dag en elke week gewerk word;
- (f) die totale getalle oortydure wat elke dag en elke week gewerk word;
- (g) die gewone skaal van basiese lone en van lewenskostetoelae per week of per maand;
- (h) die gewone skaal van die totale besoldiging per week, of per maand;
- (i) enige bedrae wat by wyse van bonusse betaal word vir ekstra werk wat verrig is, vakansiedae met betaling, jaarlikse vakansieverlof of ander bykomende bedrae;
- (j) besonderhede van alle bedrae wat van die werknemer se loon afgetrek is;
- (k) die werklike loon, lewenskostetoelae en totale besoldiging wat elke week of maand betaal word.

(2) Elke werkgewer is verplig om die aantekenings, voorgeskryf in subklousule (1) hiervan, te bewaar vir 'n tydperk van drie jaar nadat die aantekenings gemaak is en hierdie aantekenings moet te alle tye gedurende daardie tydperk vir inspeksie beskikbaar gehou word.

25. DIENSSERTIFIKATE, INDIENSNEMINGSVORMS EN LYS TE VAN WERKNEMERS.

(1) 'n Werkgewer moet, voordat hy 'n applikant vir werk in diens neem, van daardie applikant 'n dienssertifikaat vorder wat uitgereik is deur sy vorige werkgewer kragtens die bepalings van subklousule (3) van hierdie klousule, of 'n sertifikaat wat uitgereik is deur die Raad, wat in die vorm van aanhangsel A van hierdie Ooreenkoms moet wees.

(2) As 'n werkgewer 'n werknemer in diens neem, moet hy ten opsigte van daardie werknemer 'n indiensenemingsvorm invul, wat in die vorm van aanhangsel B van hierdie Ooreenkoms ten opsigte van daardie werknemer moet wees. Een afskrif van hierdie vorm moet aan die Sekretaris van die Raad gestuur word, tesame met die sertifikaat wat deur die werknemer gebring is en wel binne twee weke na die datum waarop daardie werknemer met diens begin het.

(3) Elke werkgewer moet aan elke werknemer 'n dienssertifikaat op die datum van sy diensbeëindiging uitreik en die sertifikaat moet in die vorm wees van aanhangsel C van hierdie Ooreenkoms.

(4) Every employer shall retain one copy of each certificate issued in terms of sub-clauses (2) and (3) hereof for a period of three years subsequent to the date of issue.

(5) Every employer shall, within seven days of the date of termination of employment of an employee, forward to the Secretary of the Council one copy of the certificate of service issued to the employee, together with a notification of the amount paid to such employee for annual leave and for any paid holidays on termination of his employment with the firm.

(6) Where an employee's employment has been terminated in terms of clause 17 (4) of this Agreement, the employer shall, within three days, forward both copies of the certificate referred to in sub-clauses (3) and (5) hereof, to the Secretary of the Council who shall transmit one copy to the employee on application.

(7) Where an employer transfers any one of his employees from one class of work in his establishment to another class of work (e.g. milliner, trimmer, blocker or labourer), the Council shall be notified in writing of such change in the employee's classification within fourteen days of the date on which the change was put into operation. Provided that where any such change has been in operation for a period of not longer than two weeks and the employee has, at the end of that period, been transferred back to the class of work which he was performing prior to the change, no notification need be sent to the Council as herein prescribed.

(8) (a) Before the fifteenth day of February, May, August and November of each year, every employer of weekly paid employees shall forward to the Secretary of the Council, P.O. Box 4866, Johannesburg, a list of all such employees in his employ for whom minimum wages are prescribed in this Agreement, showing, as at the first pay-day in each of the said months, their full names, sex, race, class of work performed (e.g. milliner, trimmer, blocker or labourer) and their rate of wages and cost of living allowances as at the first pay-day of that month.

(b) Employers of monthly paid employees shall forward the lists required in terms of sub-clause (a) hereof within seven days of the first pay-day in each quarter.

26. COUNCIL FUNDS.

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

(1) On every pay-day after this Agreement comes into operation, every employer shall deduct threepence per week from the wages of each of his employees for whom minimum rates are prescribed in this Agreement. Provided that—

(a) in the case of employees who are paid monthly, deductions may be made monthly, and in that event the employer shall, on every pay-day after this Agreement comes into operation, deduct one shilling and one penny per month from the wages of each employee for whom minimum rates are prescribed in this Agreement;

(b) subject to the provisions of sub-clause (c), when a weekly paid employee is absent without pay for more than two days in any week, no deduction of Council dues shall be made for that week. In the case of monthly paid employees the normal deduction shall be reduced by threepence in respect of any week in that month, during which the employee is absent without pay for more than two days;

(c) deductions shall be made from payments received by an employee prior to proceeding on annual leave, in respect of any period of leave and paid holidays, which for the purposes hereof shall be deemed to be ordinary time worked, and for the purpose of calculating the deductions, the total of the periods of such paid leave and the paid holidays, shall be added to the period worked by that employee in the week prior to his proceeding on leave.

(2) The total amount so deducted from employees, together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council within one week from the date on which the deductions were required to be made, together with a statement showing the names of the employees from whom the deductions were made.

27. MEDICAL BENEFIT SOCIETY.

(1) There is hereby continued a Medical Benefit Society, established under the Council's previous Agreements, previously named the Transvaal Millinery Industry Medical Aid Society and henceforth called the Transvaal Millinery Industry Medical Benefit Society, in this clause referred to as the "society".

(2) (a) For the purposes of the society, each employer shall on every pay-day after this Agreement comes into operation, deduct one shilling per week from the wages of each of his employees for whom minimum rates are prescribed in this Agreement. Provided that—

(i) in the case of employees who are paid monthly, deductions may be made monthly, and in that event the employer shall, on every pay-day after this Agreement comes into operation, deduct four shillings and fourpence per month from the wages of each employee for whom minimum rates are prescribed in this Agreement;

(4) Elke werkgever moet een afskrif van elke dienssertifikaat, uitgereik ingevolge subklousules (2) en (3) hiervan, vir 'n tydperk van drie jaar na die uitreikingsdatum behou.

(5) Elke werkgever moet binne sewe dae na die datum van diensbeëindiging van 'n werknemer, aan die Sekretaris van die Raad een afskrif van elke dienssertifikaat stuur wat deur sy firma uitgereik is, tesame met 'n opgawe van die bedrag van jaarlikse verlofbetaling of betaling vir vakansiedae met betaling wat aan elke werknemer by sy diensbeëindiging by die firma betaal is.

(6) As 'n werknemer se diens kragtens klousule 17 (4) van hierdie Ooreenkoms eindig, moet die werkgever binne drie dae albei sertifikate, in subklousules (3) en (5) hiervan genoem, aan die Sekretaris van die Raad stuur, wat een afskrif aan die werknemer op aanvraag moet stuur.

(7) As 'n werkgever enigeen van sy werknemers van een klas werk in sy inrigting na 'n ander klas oorplass (bv. hoedemaakster, opmaker, blokker of arbeider), moet die Raad binne veertien dae van die datum waarop die verandering in die indeling van werknemers plaasgevind het, skriftelik daarvan in kennis gestel word; met dien verstande dat as dié verandering vir 'n tydperk van hoogstens twee weke in werking was en die werknemer na verloop van daardie tydperk teruggeplaas word na die werk wat hy voor die verandering verrig het, die Raad nie soos hierin voorgeskryf in kennis gestel hoef te word nie.

8. (a) Elke werkgever van weekliks betaalde werknemers moet 'n lys van alle dergelike werknemers in sy diens vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, voor die vyftiende dag van Februarie, Mei, Augustus en November iedere jaar, aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, stuur waarin vermeld word, soos dit op die eerste betaaldag in elkeen van die genoemde maande voorkom, hul name voluit, geslag, ras, soort werk gedoen (bv. hoedemaakster, opmaker, blokker of arbeider) en hul loonskale en lewenskostetoelae soos op die eerste betaaldag van daardie maand.

(b) Werkgevers van maandeliks betaalde werknemers moet die verlangde lysie binne sewe dae van die eerste betaaldag van elke kwartaal kragtens subklousule (a) hiervan instuur.

26. RAADSKAS.

Die Raad se geld, wat by die Raad berus en deur die Raad geadministreer word, word op onderstaande wyse verkry:—

(1) Op elke betaaldag nadat hierdie Ooreenkoms in werking tree, moet elke werkgever drie pennies per week van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, aftrek; met dien verstande dat—

(a) afrekkings in die geval van werknemers wat maandeliks betaal word, maandeliks gemaak mag word, en in dié geval moet die werkgever een sjieling en een pennie per maand elke betaaldag na die inwerkingtreding van hierdie Ooreenkoms van die loon aftrek van elke werknemer vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word;

(b) onderworpe aan die bepalinge van subklousule (c) geen afrekkings vir raadsgelde gedurende daardie week gemaak mag word ingeval 'n weekliks besoldigde werknemer langer as twee dae sonder betaling in 'n week afwesig was nie. In die geval van maandeliks betaalde werknemers moet die gewone afrekkings met drie pennies verminder word ten opsigte van enige week in daardie week waarin die werknemer langer as twee dae sonder betaling afwesig was;

(c) afrekkings moet gemaak word van betaling wat deur 'n werknemer ontvang word, voordat hy met jaarlikse verlof gaan, ten opsigte van enige tydperk van verlof en betaalde vakansiedae wat vir die toepassing hiervan as gewone tyd gewerk beskou moet word, en vir die doel om die afrekkings te bereken, moet die totaal van die tydperke van dié betaalde verlof en betaalde vakansiedae, by die tydperk getel word wat daardie werknemer gewerk het gedurende die week voordat hy met verlof gegaan het.

(2) Die totale bedrag aldus van werknemers afgetrek, tesame met 'n gelyke bedrag wat deur die werkgever bygedra moet word, moet deur laasgenoemde aan die Sekretaris van die Raad gestuur word en wel binne een week na die datum waarop die bedrae afgetrek moet word, tesame met 'n staat wat die name vermeld van die werknemers van wie bedrae afgetrek is.

27. MEDIESE BYSTANDSVERENIGING.

(1) Hierby word 'n Mediese Bystandsvereniging wat kragtens vorige ooreenkomste van die Raad ingestel is, en wat voorheen bekend was as die Mediese Hulpvereniging van die Transvaalse Hoedemakerynwyerheid, voortgesit; van hede af aan staan dit bekend as die Mediese Bystandsvereniging van die Transvaalse Hoedemakerynwyerheid, in hierdie klousule „die Vereniging” genoem.

(2) (a) Vir doeleindes van die Vereniging moet elke werkgever op elke betaaldag nadat hierdie Ooreenkoms in werking tree, een sjieling per week aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf is; met dien verstande dat—

(i) in die geval van werknemers wat maandeliks betaal word, bedrae maandeliks afgetrek mag word, in welke geval die werkgever op elke betaaldag nadat hierdie Ooreenkoms in werking tree, vier sjielings en vier pennies per maand moet aftrek van die loon van elkeen van sy werknemers vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf is;

- (ii) subject to the provisions of sub-clause (iii) when a weekly paid employee is absent without pay for more than two days in any week, no deduction of contributions shall be made for that week, and in the case of monthly paid employees, the normal deduction shall be reduced by 1s. 1d. in respect of any week in that month, during which the employee is absent without pay for more than two days;
- (iii) deductions shall be made from payments received by an employee prior to proceeding on annual leave, in respect of any period of leave and paid holidays, which for the purposes hereof shall be deemed to be ordinary time worked, and for the purpose of calculating the deductions the total of the periods of such paid leave and the paid holidays shall be added to the period worked by that employee in the week prior to his proceeding on leave.
- (b) The total amount so deducted from employees, together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council within one week from the date on which the deductions were required to be made, together with a statement showing the names of the employees from whom the deductions were made.
- (3) The funds of the society shall be applied to the assistance of employees with the services of a general medical practitioner, medicine on a doctor's prescription, and sick pay.
- (4) The society shall be administered by a management committee appointed by the Council in terms of its constitution and consisting of two representatives of the employers' organisation and two representatives of the trade union, in accordance with a constitution not inconsistent with this Agreement and approved of by the Industrial Council. The Council may in its discretion also establish sub-committees to assist in administering the business of the society in any particular area, and appoint alternates for each of the said representatives who shall, when attending meetings in the absence of principals, have all the powers and privileges of representatives.
- (5) The constitution of the society may be amended at any time by the Council or by the management committee (subject to the approval of the Council). A copy of the constitution and any amendments thereof shall be lodged with the Secretary of the Council and with the Secretary for Labour, Pretoria. The constitution shall be available for inspection by any registered employer or employee in the Millinery Industry at the office of the Council, during ordinary office hours.
- (6) Should at any time a dispute arise as to the provisions of the constitution or the administration of the society in regard to which members of the management committee are equally divided and no agreement is arrived at, such dispute shall be referred for decision to an arbitrator agreed upon by them, or failing such agreement, nominated by the Minister of Labour, whose decision shall be final.
- (7) The Council shall open a banking account for the society to which all moneys received by the society shall be deposited. Withdrawals from the society's account shall be made by cheque, signed in the manner laid down in the society's constitution but by not less than two officials.
- (8) Notwithstanding the provisions of sub-clause (7) hereof, the management committee may decide to deposit all moneys received for the society to the account of the Industrial Council. In that event, moneys required shall be paid out by cheques signed by the same signatories as sign the cheques of the Council. Separate accounts shall be kept in the Council's books for the society.
- (9) The management committee may deposit or invest any surplus the society may have with a savings bank or building society, or in Union Loan Certificates or similar Government investment, and the interest accruing on such deposit or investment shall be paid into the society.
- (10) All administrative and liquidation expenses shall be a charge upon the society.
- (11) The Industrial Council shall appoint an auditor, who shall be a registered chartered accountant, and determine his remuneration, which shall be paid by the society. The accounts of the society shall be audited for the period ending 30th June of each year and the auditor's report shall be made available not later than the 30th September of that year. The auditor's statement shall show—
- (a) all moneys received in terms of sub-clause (2) hereof and from any other source; and
- (b) the expenditure incurred under all headings during the twelve months ended 30th June preceding, together with a balance sheet showing the assets and liabilities of the society. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council, and copies thereof shall be transmitted to the Secretary for Labour, Pretoria.
- (12) Disbursements from the society shall cease whenever the amount to the credit of the society falls below £50, and shall not recommence until the amount in question increases above £100.
- (13) All members of the society shall be entitled to the following minimum benefits:—
- (a) the services of a general medical practitioner (hereinafter referred to as "medical officer") appointed by the management committee;
- (b) medicines prescribed by a medical officer of the society;

- (ii) onderworpe aan die bepaling van subklousule (iii) geen aftrekking vir bydraes van 'n weekliks besoldigde werknemer, wat meer as twee dae in 'n week sonder betaling afwesig was, gemaak mag word nie, en in die geval van maandeliks besoldigde werknemers, moet die gewone aftrekking met 1s. 1d. verminder word vir elke week van daardie maand wat die werknemer meer as twee dae sonder betaling afwesig was;
- (iii) aftrekkings moet gemaak word van betaling deur 'n werknemer ontvang voordat hy met jaarlikse verlof gaan, ten opsigte van elke tydperk van verlof en betaalde vakansiedae, wat vir die toepassing hiervan as gewone tyd gewerk beskou moet word, en vir die doel om die aftrekkings te bereken, moet die totaal van die tydperke van dié betaalde verlof en betaalde vakansiedae gevoeg word by die tydperk wat deur die werknemer gewerk is gedurende die week voordat hy met verlof gegaan het;
- (b) die totale bedrag wat aldus van werknemers afgetrek is, tesame met 'n gelyke bedrag wat deur die werkgewer bygedra moet word, moet deur laasgenoemde binne een week van die datum waarop die aftrekkings gemaak moes geword het, aan die Sekretaris van die Raad gestuur word, tesame met 'n staat wat die name verstrek van die werknemers van wie die bedrae afgetrek is.
- (3) Die fondse van die Vereniging word aangewend vir bystand van werknemers met doktersbehandeling, medisyne volgens voorskrif van 'n dokter, en siektetelling in geval van siekte.
- (4) Die Vereniging word geadmistreer deur 'n bestuurskomitee, aangestel deur die Raad ooreenkomstig sy statuut en bestaande uit twee verteenwoordigers van die werkgewersorganisasie en twee van die vakvereniging kragtens 'n statuut in ooreenstemming met hierdie Ooreenkoms en wat deur die Nywerheidsraad goedgekeur is. Die Raad kan volgens goedgekeurde ook subkomitees aanstel om in enige bepaalde gebied behulpsaam te wees by die behartiging van die Vereniging se besigheid, en kan plaasvervangers vir elkeen van die genoemde verteenwoordigers aanstel wat al die bevoegdhede en voorregte van verteenwoordigers besit wanneer hulle vergaderings in die afwesigheid van benoemdes bywoon.
- (5) Die statuut van die Vereniging kan te eniger tyd gewysig word deur die Raad of deur die bestuur (onderworpe aan die goedkeuring van die Raad). 'n Eksemplaar van die statuut en alle wysigings daarvan moet by die Sekretaris van die Raad en by die Sekretaris van Arbeid, Pretoria, ingedien word. Die statuut moet vir alle geregistreerde werkgewers of werknemers in die hoedemakerynywerheid, in die kantoor van die Raad gedurende gewone werkture ter insae beskikbaar wees.
- (6) As daar 'n geskil te eniger tyd betreffende die bepaling van die statuut of die administrasie van die Vereniging ontstaan ten opsigte waarvan daar in die bestuur 'n staking van stemme bestaan en geen ooreenkoms bereik kan word nie, moet daardie geskil verwys word na 'n skeidsregter oor wie die lede van die bestuur ooreengekom het of wat, by gebrek aan so'n ooreenkoms, deur die Minister van Arbeid benoem is; die skeidsregter se beslissing is finaal.
- (7) Die Raad moet 'n bankrekening vir die Vereniging open waarin alle gelde, deur die Vereniging ontvang, gestort moet word. Trekkings uit die rekening van die Vereniging geskied per tjek geteken op die wyse wat by die Vereniging se statuut vasgestel is, maar deur minstens twee beamptes.
- (8) Die bestuur kan, ondanks die bepaling van subklousule (7) hiervan, besluit om alle gelde wat ontvang word, op die rekening van die Nywerheidsraad te deponeer. In dié geval moet die nodige geld uitbetaal word per tjek geteken deur dieselfde ondertekenaars wat die Raad se tjeks teken. Afsonderlike rekenings moet in die Raad se boeke vir die Vereniging gehou word.
- (9) Die bestuurskomitee kan enige surplus wat die Vereniging het, by 'n spaarbank of bougenootskap of in Unieleningssertifikate of soortgelyke staatseffekte deponeer of belê en die rente wat op so'n deposito of belegging oploop, moet in die Vereniging inbetaal word.
- (10) Die Vereniging moet met alle administrasie- en likwidasielike koste gedebiteer word.
- (11) Die Nywerheidsraad moet die ouditeur, wat 'n geregistreerde geotrooieerde rekenmeester moet wees, aanstel en sy besoldiging, wat uit die Vereniging betaal moet word, vasstel. Die rekenings van die Vereniging vir die tydperk eindigende 30 Junie van elke jaar moet geouditeer word en die ouditeursverslag moet uiterlik op 30 September van daardie jaar beskikbaar gestel word. Die ouditeurstaat moet onderstaande aantoon:—
- (a) Alle gelde wat ingevolge subklousule (2) hiervan en uit enige ander bron ontvang is; en
- (b) uitgawes aangegaan onder alle hoofde gedurende die twaalf maande geëindig op die voorafgaande 30 Junie, tesame met 'n balansstaat waarop die bates en laste van die Vereniging aangetoon word. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Nywerheidsraad ter insae lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, gestuur word.
- (12) Uitbetalings uit die Vereniging moet gestaak word as die bedrag tot krediet van die Vereniging onder £50 daal en mag nie hervat word voordat die betrokke bedrag hoër as £100 styg nie.
- (13) Alle lede van die Vereniging is geregtig tot die volgende minimum bystand:—
- (a) Die dienste van 'n algemene mediese praktisyn (hierna "mediese amptenaar" genoem), deur die bestuur aangestel;
- (b) medisyne deur 'n mediese amptenaar van die Vereniging voorgeskryf;

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY.
TRANSSVAAL.

(Registered under Act No. 36 of 1937.)

26 PROGRESS BUILDINGS,
156 COMMISSIONER STREET,
JOHANNESBURG.P.O. Box 4866.
Telephone 22-0052.

TO WHOM IT MAY CONCERN.

19

This is to certify that bearer M _____
residing at _____
has had the following experience in the Millinery Industry _____

and is entitled to the undermentioned Minimum rates of pay per week:—

Basic Wage.....	£
Plus Cost of Living Allowance.....	£
TOTAL.....	£

as a _____
Bearer will qualify for an increase in pay on the first pay-day in _____

Remarks : _____

Important.

1. The minimum rate payable to a monthly paid employee should be calculated at four and one-third times the weekly rate shown above.
2. The above rates of pay are subject to alteration following upon any general alteration in the basic wages and/or cost of living allowances payable in the Millinery Industry (Transvaal), from time to time.
3. The date of the next increase referred to above has been calculated strictly as at the date of issue of this Certificate. It is, therefore, subject to alteration according to the employee's future employment in the Millinery Industry (anywhere).
4. An employee who produces a Certificate which, in the light of the above remarks, appears to be out of date, should be required to obtain a new Certificate from the Council before being allowed to commence work. **If in doubt, ask the Council.**
5. This form must be attached to the Engagement Form and forwarded to the Secretary of the Council within two weeks after the employee has commenced work.

Secretary of the Council.

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY.
TRANSSVAAL.

(Registered under Act No. 36 of 1937.)

All Communications to be
Addressed to the Secretary.Telephone 22-0052.
P.O. Box 4866.

ENGAGEMENT FORM.

1. Full Name of Employee (Mr./Mrs./Miss) _____
2. Home Address of Employee _____
3. Class of Work to be Performed * _____
4. Race _____ Sex _____ Age _____
5. Date of Entering Service _____
6. Wages at Time of Engagement: Basic Wage..... £ _____
Plus Cost of Living Allowance..... £ _____
TOTAL Pay per Week/ per Month †..... £ _____

7. Number appearing on the Certificate brought by Employee _____
- N.B.—Employees must complete this form and forward it, together with the Certificate produced by the Employee, to the Secretary of the Council not later than two weeks after the Employee has commenced work.

Name of Firm. _____

Signature of Employer or His Representative. _____

Date of Issue _____

* State whether Milliner, Trimmer, Blocker or Labourer.

† Delete whichever is inapplicable.

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY.
TRANSSVAAL.

(Registered under Act No. 36 of 1937.)

All Communications to be
Addressed to the Secretary.Telephone 22-0052.
P.O. Box 4866.

CERTIFICATE OF SERVICE.

1. Full Name of Employee (Mr./Mrs./Miss)* _____
2. Home Address of Employee _____
3. Class of work performed † _____
4. Race _____ Sex _____ Age _____
5. Wages at Time of Leaving:—
Basic Wage..... £ _____
Plus Cost of Living Allowance..... £ _____
TOTAL Pay per Week/per Month *..... £ _____
6. Date of Last Increase _____ State if Exempted _____
7. Date of Entering Service _____ Date of Leaving Service _____
8. Annual Leave Pay paid on Termination..... £ _____
9. Payment for Paid Holidays on Termination..... £ _____

Name of Firm. _____

Signature of Employer or His Representative. _____

Date of Issue _____

N.B.—This Certificate must be filled in accurately and one copy given to the Employee upon Termination of Employment and One Copy Posted to the Secretary of the Council within Seven Days of the Date of Termination of Employment of the Employee.

* Delete whichever is inapplicable.

† State whether Milliner, Trimmer, Blocker, or Labourer.

NYWERHEIDSRAAD VIR DIE HOEDEMAKERYNYWERHEID (TRANSVAAL).

(Geregistreer- ingevolge Wet No. 36 van 1937.)

AANHANGSEL A.

Posbus 4866.

Telefoon 22-0052.

PROGRESS-GEBOU 26,
COMMISSIONERSTRAAT 156,
JOHANNESBURG.

HEIL DIE LESER.

Hiermee word gesertifiseer dat die toonder, mnr./mev./mej. _____
woonagtig by _____
ondergenoemde ervaring in die hoedemakerynywerheid gehad het _____

en geregtig is tot die ondergenoemde minimum loonskaal per week:—
Basiese loon..... £ _____
Plus lewenskostetoelae..... £ _____
TOTAAL..... £ _____

as 'n _____ Hoedemaakster/ _____ Opmaker/ _____ Blokker/ _____ Arbeider.
Toonder sal in aanmerking vir 'n loonsverhoging kom op die eerste betaaldag in _____

Opmerkings : _____

Belangrik.

1. Die minimum loonskaal wat aan 'n maandeliks betaalde werknemer betaalbaar is, moet bereken word teen vier-en-een-derde maal die weekloon hierbo genoem.
2. Bostaande loonskaal is onderworpe aan wysiging as gevolg van enige algemene wysiging van die basiese lone en/of lewenskostetoelae wat van tyd tot tyd in die Hoedemakerynywerheid (Transvaal) betaalbaar is.
3. Die datum van die volgende verhoging, hierbo genoem, is streng bereken op die datum van die uitreiking van hierdie sertifikaat. Dit is derhalwe onderworpe aan wysiging volgens die werknemer se toekomstige diens in die Hoedemakerynywerheid (enige plek).
4. 'n Werknemer wat 'n sertifikaat voorle wat, in die lig van bostaande opmerkings, blykbaar verouderd is, moet versoek word om 'n nuwe sertifikaat van die Raad te verkry voordat hy/sy toegelaat word om te begin werk. Raadpleeg die Raad as daar twyfel bestaan.
5. Hierdie vorm moet aan die indiensnemingsvorm geheg en binne twee weke nadat die werknemer met sy/haar werk begin het, aan die Sekretaris van die Raad gestuur word.

Sekretaris van die Raad.

NYWERHEIDSRAAD VIR DIE HOEDEMAKERYNYWERHEID (TRANSVAAL).

(Geregistreer ingevolge Wet No. 36 van 1937.)

AANHANGSEL B.

Alle briewe, ens. moet aan
die Sekretaris gerig word.
No. _____

Telefoon 22-0052.
Posbus 4866.

INDIENSNEMINGVORM.

1. Naam van werknemer voluit (mnr./mev./mej.) _____
2. Woonadres van werknemer _____
3. Klas werk verrig * _____
4. Ras _____ Geslag _____ Ouderdom _____
5. Datum van indiensneming _____
6. Loon by indiensneming:—
Basiese loon..... £ _____
Plus lewenskostetoelae..... £ _____

TOTALE besoldiging per week/per maand †..... £ _____

7. Nommer op sertifikaat deur werknemer ingelewer _____
L.W.—Werkgewers moet hierdie vorm invul en dit tesame met die sertifikaat deur die werknemer voorgelê, uiterlik twee weke na die werknemer begin werk het, aan die Sekretaris van die Raad stuur.

Naam van firma.

Werkgewer of sy verteenwoordiger se handtekening

Datum van uitreiking _____

* Vermeld of werknemer hoedemaakster, opmaker, blokker of arbeider is.

† Skrap wat nie van toepassing is nie.

NYWERHEIDSRAAD VIR DIE HOEDEMAKERYNYWERHEID (TRANSVAAL).

(Geregistreer ingevolge Wet No. 36 van 1937.)

AANHANGSEL C.

Alle mededelings moet aan
die Sekretaris gerig word.
No. _____

Telefoon 22-0052.
Posbus 4866.

DIENSSERTIFIKAAT.

1. Naam van werknemer voluit (mnr./mev./mej.)* _____
2. Woonadres van werknemer _____
3. Klas werk verrig † _____
4. Ras _____ Geslag _____ Ouderdom _____
5. Loon by diensbeëindiging:
Basiese loon..... £ _____
Plus lewenskostetoelae..... £ _____

TOTALE besoldiging per week/per maand *..... £ _____

6. Datum van laaste verhoging _____ Vermeld indien vrygestel _____
7. Datum van indiensneming _____ Datum van diensbeëindiging _____
8. Betaling vir jaarlikse vakansieverlof by diensbeëindiging gedoen..... £ _____
9. Betaling by diensbeëindiging vir betaalde vakansiedae..... £ _____

Naam van firma.

Werkgewer of sy verteenwoordiger se handtekening.

Datum van uitreiking _____

L.W.—Hierdie sertifikaat moet noukeurig ingevul en een afskrif by diensbeëindiging aan die werknemer oorhandig en een afskrif binne sewe dae na die datum van diensbeëindiging van die werknemer aan die Sekretaris van die Raad gepos word.

* Skrap wat nie van toepassing is nie.

† Vermeld of werknemer hoedemaakster, opmaker, blokker of arbeider is.

* No. 1270.] [25 May 1951.
**FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941.**

MILLINERY INDUSTRY, TRANSVAAL.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Millinery Industry, Transvaal, published under Government Notice No. 1269 of the 25th May, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
 Minister of Labour.

* No. 1270.] [25 Mei 1951.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941.**

HOEDENYWERHEID, TRANSVAAL.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Hoedenywerheid, Transvaal, bekendgemaak by Goewermentskennisgewing No. 1269 van 25 Mei 1951, vir die persone wie se werkure daarby gereël word, nie minder gunstig is as die ooreenstemmende bepalings van die genoemde Wet nie.

B. J. SCHOEMAN,
 Minister van Arbeid.

Statutes of the Union of South Africa, 1950

PUBLISHED BY AUTHORITY

*With Table of Alphabetical Contents and Tables of Laws, etc.,
 Repealed and Amended by these Statutes*

Half-bound in Law Calf, 16s. per copy (English and Afrikaans in one volume)

OBTAINABLE FROM THE GOVERNMENT PRINTER, PRETORIA AND CAPE TOWN

Wette van die Unie van Suid-Afrika, 1950

GEOUTORISEERDE UITGAWE

*met Alfabetiese Inhoudsopgawe en Tabel van Wette, ens.,
 deur hierdie Wette Herroep en Gewysig*

Half-gebonde in Kalfsleerband, 16s. per eksemplaar (Engels en Afrikaans in een deel)

VERKRYGBAAR BY DIE STAATSDRUKKER, PRETORIA EN KAAPSTAD

REPORTS OF SELECT COMMITTEES

OF THE
 HOUSE OF ASSEMBLY

*are obtainable from the
 Government Printer, Pretoria and Cape Town
 at the following rates—*

**REPORTS NOT EXCEEDING 100
 PAGES – 1s.**

**and thereafter 6d. extra for every
 50 additional pages or fraction
 thereof**

VERSLAE VAN GEKOSE KOMITEES

VAN DIE
 VOLKSRAAD

*is verkrygbaar van die
 Staatsdrukker, Pretoria en Kaapstad
 teen die volgende pryse—*

**VERSLAE VAN NIE MEER AS 100
 BLADSYE – 1s.**

**en daarbo 6d. ekstra vir iedere
 50 bladsye of gedeelte
 daarvan**