



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE

EXTRAORDINARY

Staatskoerant Government Gazette

(Registered at the Post Office as a Newspaper)

VOL. CLXXXIII.]

PRYS 6d.

PRETORIA, 2 MAART 1956.
2 MARCH

PRICE 6d.

[No. 5641.]

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

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

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 386.]

[2 Maart 1956.

NYWERHEID-VERSOENINGSWET, 1937.

HOEDENYWERHEID, KAAP.

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

(a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hierby verskyn en op die Hoedenywerheid betrekking het, van die tweede Maandag af na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk van agtien maande wat na genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;

(b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 1, 3 tot en met 19, 22 en 24 van genoemde Ooreenkoms vervat, van die tweede Maandag af na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk van agtien maande wat na genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in die magistraatsdistrik die Kaap; en

(c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 1, 3 tot en met 12, 14 tot en met 19, 22 en 24 van genoemde Ooreenkoms vervat, van die tweede Maandag af na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk van agtien maande wat na genoemde tweede Maandag eindig, in die magistraatsdistrik die Kaap *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid, wat nie by die woordomskriving van die uitdrukking „werknemer”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

J. DE KLERK,

Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 386.]

[2 March 1956.

INDUSTRIAL CONCILIATION ACT, 1937.

MILLINERY INDUSTRY, CAPE.

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

(a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Millinery Industry, shall be binding from the second Monday after the date of publication of this notice and for a period ending eighteen months from the said second Monday upon the employers' organization and the trade union which entered into the said agreement and upon the employers and employees who are members of that organization or that trade union;

(b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in sections 13 to 19 (inclusive), 22 and 24 of the said agreement shall be binding as from the second Monday after the date of publication of this notice and for a period ending eighteen months from the said second Monday upon the other employers and employees engaged or employed in the said industry in the Magisterial District of the Cape; and

(c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of the Cape and from the second Monday after the date of publication of this notice and for a period ending *eighteen* months from the said second Monday the provisions contained in sections 1, 3 to 12, 14 to 19 (inclusive), 22 and 24 shall *mutatis mutandis* apply in respect of such persons in the said industry as are not included in the definition of the expression “employee”, contained in section *one* of the said Act.

J. DE KLERK,

Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID
(KAAP).

OOREENKOMS

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

Millinery Association (Cape)

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

Garment Workers' Union of the Cape Peninsula

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

wat die partye is by die Nywerheidsraad vir die Hoedenywerheid (Kaap).

1. TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraats-distrik die Kaap nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat die Hoedenywerheid uitoefen en deur alle werknemers wat lede van die vakvereniging is en in daardie nywerheid werksaam is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word; met dien verstande dat dit nie op klerklike werknemers van toepassing is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid ooreenkomstig subartikel (1) van artikel agt-en-veertig van die Wet vasgestel word en bly van krag vir 'n tydperk van agtien maande of vir sodanige tydperk as wat hy kan bepaal.

3. WOORDOMSKRYWINGS.

(1) Enige uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet.

By 'n verwysing na 'n wet is ook elke wysiging van daardie wet inbegrepe en tensy die teendeel blyk, omvat woorde wat die manlike geslag aandui ook vrouens; voorts, tensy dit strydig met die samehang is, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„blokker”, 'n werknemer wat onbewerkte materiaal met die hand of met 'n masjien fatsoeneer en omvat 'n verstywer;

„klerklike werknemer”, 'n werknemer in diens vir skryfwerk, tikwerk of enige ander soort klerklike werk en omvat 'n kassier, 'n telefonis, 'n stoorman en 'n versendingsklerk;

„Raad”, die Nywerheidsraad vir die Hoedenywerheid (Kaap), ingeвоelge die Wet geregistreer;

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

„ondervinding”, met betrekking tot 'n werknemer, uitgesonderd 'n arbeider, motorvoertuigdrywer, deelydse motorvoertuigdrywer en/of wag, die totale dienstdyd of dienstye van 'n werknemer in enige afdeling van die Hoedenywerheid in enige hoedanigheid, uitgesonderd dié van arbeider, motorvoertuigdrywer, deelydse motorvoertuigdrywer en/of wag en word in elke dienskontrak as onafgebroke beskou van die tydstop waarop die werknemer by sy werkgewer in diens tree tot die tydstop waarop daardie diens beëindig word; met dien verstande dat as 'n werknemer ses weke of langer in 'n kwartaal in diens was, dit vir die berekening van sy ondervinding beskou word dat hy in daardie kwartaal vir 13 weke in diens was; en as hy in 'n kwartaal vir minder as ses weke in diens was, dit vir die berekening van sy ondervinding beskou moet word dat hy glad nie in daardie kwartaal in diens was nie;

„uurloon”, die weekloon gedeel deur 42½;

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

- Persele, werktuie of ander artikels skoonmaak;
- voertuie laai en/of aflaai;
- goedere dra, verplaas of opstapel;
- vuurmaak of vuur aan die brand hou, of vuilgoed of as verwyder;
- briewe, boodskappe of ander artikels te voet, per fiets of in 'n aangedrewe voertuig aflewer;
- tee of soortgelyke drankte maak;
- pakkette oop- of toemaak;

en omvat 'n verglanser en/of poleerder;

„oortyd”, alle tyd wat bo die getal ure voorgeskryf in sub-artikel (1) van artikel 8, gewerk word;

„masjienwerker”, 'n werknemer wat enige werksaamheid met 'n naaimasjien verrig;

„hoedemaker”, 'n werknemer, uitgesonderd 'n opmaker, blokker of arbeider, wat dames- en/of meisieshoede maak, en omvat 'n setter;

„hoedemaker, gekwalifiseer”, 'n hoedemaker met minstens vyf jaar ondervinding;

„hoedemaker, ongekwalifiseer”, 'n hoedemaker met minder as vyf jaar ondervinding;

„Hoedenywerheid” of „Nywerheid”, die nywerheid waarin werkgewers en werknemers geassosieer is by die maak, fatsoeneer, blok, opmaak en/of modelleer, hetsy in die geheel of gedeeltelik, van vroue- of meisieshoede, en dit omvat die verandering en/of heelmaak daarvan, uitgesonderd herstelwerk wat voortvloei uit die verkoop van 'n hoed in 'n winkel;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY
(CAPE).

AGREEMENT

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

Millinery Association (Cape)

(hereinafter called “the employers” or “employers’ organisation”), of the one part, and the

Garment Workers' Union of the Cape Peninsula

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

being the parties to the Industrial Council for the Millinery Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of The Cape 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; provided that they shall not apply to clerical employees.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of sub-section (1) of section forty-eight of the Act and shall remain in force for a period of eighteen months or for such period as may be determined by him.

3. DEFINITIONS.

(1) Any terms used in this Agreement which are defined in the Act shall have the same meaning as in that Act.

A reference to an Act shall include any amendment of such Act; and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1937;

“blocker” means an employee engaged in the processing of the raw materials into shapes either by hand or machine and includes a stiffener;

“clerical employee” means an employee who is engaged in writing, typing, or any other form of clerical work and includes a cashier, a telephone operator, a storeman and a despatch clerk;

“Council” means the Industrial Council for the Millinery Industry (Cape), 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, in relation to an employee other than labourer, motor vehicle driver, part-time motor vehicle driver and/or watchman, the total period or periods of employment of an employee in any branch of the Millinery Industry in any capacity other than that of a labourer, motor vehicle driver, part-time motor vehicle driver and/or watchman, 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; provided that if any 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;

“hourly wage” means the weekly wage divided by 42½;

“labourer” means an employee engaged in one or more of the following operations:—

- Cleaning premises, utensils or other articles;
- loading and/or unloading vehicles;
- carrying, moving or stacking goods;
- making and/or maintaining fires or removing refuse or ashes;
- delivering or conveying letters, messages or other articles on foot or by means of a bicycle or propelled vehicle;
- making tea or similar beverages;
- opening and/or closing packages;

and shall include a sheener and/or polisher;

“overtime” means all time worked in excess of the number of hours prescribed in sub-section (1) of section 8;

“machinist” means an employee who performs any operation by sewing machine;

“milliner” means an employee other than a trimmer, blocker or labourer who is engaged in the making of ladies' and/or girls' hats and includes a setter;

“milliner, qualified,” means a milliner who has had not less than five years' experience;

“milliner, unqualified,” means a milliner who has had less than five years' experience;

“Millinery Industry” or “Industry” means the industry in which employers and employees are associated in the making, shaping, blocking, trimming and/or modelling either wholly or in part, of ladies' or girls' hats and includes the alteration and/or repair thereof, except alteration done incidentally to the sale of a hat in a shop;

„motorvoertuigdrywer”, ’n werknemer in diens om ’n motorvoertuig te bestuur en vir die toepassing van hierdie woordomskrywing sluit „n motorvoertuig bestuur” alle bestuurtye in asook enige tyd deur die drywer bestee aan werk i.v.m. die voertuig of die vraag en alle tye waarin dit van hom vereis word om op sy pos te wees, gereed om te bestuur; „deelydse motorvoertuigdrywer”, ’n werknemer in diens om ’n motorvoertuig vir hoogstens drie uur altesaam op ’n dag te bestuur en vir die toepassing van hierdie woordomskrywing sluit „n motorvoertuig bestuur” alle bestuurtye in asook tyd deur die drywer bestee terwyl hy vir die voertuig verantwoordelik is of op werk i.v.m. die voertuig of die vraag is; „houer”, die persoon in algemene bestuur van en kontrole oor die werkwinkel, en as daar twee of meer sulke persone is, omvat dit alle sodanige persone; „verpakker”, ’n werknemer wat goedere vir vervoer of aflewering verpak; „stukwerk”, enige stelsel, uitgesonderd taakwerk, waarby die besoldiging bereken word volgens hoeveelheid of omvang van gedane werk; „premie”, sonder om die gewone betekenis van die woord in ’n enkele opsig te beperk, enige vergoeding van watter aard ook, wat vir die opleiding van ’n werknemer gegee word; „kwartaal”, die driemaandelikse tydperk wat op die eerste dag van Februarie, Mei, Augustus en November begin; „korttyd”, ’n tydelike vermindering van ’n werknemer se getal werke tot minder as 42½ uur in ’n week as gevolg van die vereistes van die besigheid, soos ’n tekort aan grondstowwe of bestellings, of die vereistes van voorraadopname; „taakwerk”, ’n bepaalde hoeveelheid hoede of dele van hoede wat ingevolgt ’n opdrag van die werkgever of sy verteenwoordiger aan ’n werknemer deur daardie werknemer binne ’n bepaalde tyd gemaak moet word; „opmaker”, ’n werknemer wat uitsluitlik hoede wat reeds geblok, bedraad of gefatsoeneer is, opmaak; vir die toepassing van hierdie woordomskrywing, beteken „opmaak” die aanbring van voering, rek, linte, blomme en sluiermateriaal volgens ’n voorgeskrewe model; „opmaak”, die aanwending van voering, rek, linte, blomme en sluiermateriaal volgens ’n gegewe model; „opmaker, blokker, masjienwerker of verpakker, gekwalifiseer”, ’n opmaker, blokker, masjienwerker of verpakker met minstens 2½ jaar ondervinding; „opmaker, blokker, masjienwerker of verpakker, ongekwalifiseer”, ’n opmaker, blokker, masjienwerker, of verpakker met minder as 2½ jaar ondervinding; „wag”, ’n werknemer in diens om persele, geboue of ander eiendom te bewaak; „werkwinkel”, enige perseel waarin een of meer werknemers werksaamhede in verband met die Hoedenywerheid verrig.

(2) By die indeling van ’n werknemer vir die toepassing van hierdie Ooreenkoms word dit beskou dat hy behoort tot daardie klas waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. LONE EN LEWENSKOSTETOELAES.

(1) Behoudens die bepalings van dié artikel en artikels 6, 7, 18 en 19 van dié Ooreenkoms, mag geen lone en lewenskostetoelae teen laer skale as die onderstaande deur ’n werkgever betaal of deur ’n werknemer aangeneem word nie:—

Hoedemaker, gekwalifiseer.....

Hoedemaker, ongekwalifiseer gedurende die—

eerste dertien weke ondervinding.....	1 6 0
tweede dertien weke ondervinding.....	1 9 0
derde dertien weke ondervinding.....	1 12 6
vierde dertien weke ondervinding.....	1 15 3
vyfde dertien weke ondervinding.....	1 19 3
sesde dertien weke ondervinding.....	2 3 0
sewende dertien weke ondervinding.....	2 5 0
agste dertien weke ondervinding.....	2 9 0
negende dertien weke ondervinding.....	2 14 0
tiende dertien weke ondervinding.....	2 19 6
elfde dertien weke ondervinding.....	3 1 0
twaalfde dertien weke ondervinding.....	3 4 6
dertiende dertien weke ondervinding.....	3 6 3
veertiende dertien weke ondervinding.....	3 8 3
vyftiende dertien weke ondervinding.....	3 10 0
sestiende dertien weke ondervinding.....	3 13 3
sewentiende dertien weke ondervinding.....	3 15 0
agtiende dertien weke ondervinding.....	3 16 6
negentiende dertien weke ondervinding.....	4 0 0
twintigste dertien weke ondervinding.....	4 0 3
daarna.....	4 2 0

Blokker, manlik, gekwalifiseer.....

Blokker, manlik, ongekwalifiseer gedurende die—

eerste dertien weke ondervinding.....	1 9 0
tweede dertien weke ondervinding.....	1 12 6
derde dertien weke ondervinding.....	1 15 3
vierde dertien weke ondervinding.....	1 19 3
vyfde dertien weke ondervinding.....	2 3 0
sesde dertien weke ondervinding.....	2 5 0
sewende dertien weke ondervinding.....	2 9 0
agste dertien weke ondervinding.....	2 14 0
negende dertien weke ondervinding.....	2 19 6
tiende dertien weke ondervinding.....	3 1 0
elfde dertien weke ondervinding.....	3 4 6
twaalfde dertien weke ondervinding.....	3 6 3
dertiende dertien weke ondervinding.....	3 8 3
veertiende dertien weke ondervinding.....	3 10 0
vyftiende dertien weke ondervinding.....	3 13 3
sestiende dertien weke ondervinding.....	3 15 0
sewentiende dertien weke ondervinding.....	3 16 6
agtiende dertien weke ondervinding.....	4 0 0
negentiende dertien weke ondervinding.....	4 0 3
twintigste dertien weke ondervinding.....	4 2 0

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

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

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

„packer” means an employee who is engaged in packing goods for transport or delivery;

„piece-work” means any system other than task-work by which remuneration is calculated by quantity or output or work done;

„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;

„quarter” means the three monthly periods commencing on the first of February, May, August and November;

„short-time” means a temporary reduction of the number of working hours of any employee below 42½ hours in any week by reason of the exigencies of the business, such as shortage of material or orders or the necessities of stock-taking;

„task-work” means 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;

„trimmer” means an employee engaged exclusively in the application of trimming to a ready blocked wired and shaped hat; for the purpose of this definition;

„trimming” shall mean the application of lining, elastic, ribbon, flowers and veiling according to a given model;

„trimmer or blocker, or machinist, or packer, qualified,” means a trimmer or blocker or machinist or packer who has had not less than two and one-half years’ experience;

„trimmer, or blocker, or machinist, or packer, unqualified,” means a trimmer or blocker or machinist or packer who has had less than two and one-half years’ experience;

„watchman” means an employee engaged in guarding premises, buildings or other property;

„workshop” means any premises in which one or more employees are employed in the operations in the Millinery Industry.

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

4. WAGES AND COST OF LIVING ALLOWANCES.

(1) Subject to the provisions of this section and sections 6, 7, 18 and 19 of this Agreement, no employer shall pay and no employee shall accept wages and cost of living allowance at rates lower than the following:—

Loon.	Per week. L.K.T.	Totaal.
£ s. d.	£ s. d.	£ s. d.
4 2 0	2 6 3	6 8 3

Loon.	Per week. L.K.T.	Totaal.
£ s. d.	£ s. d.	£ s. d.
1 6 0	0 14 9	2 0 9
1 9 0	0 15 6	2 4 6
1 12 6	0 18 11	2 11 5
1 15 3	0 19 2	2 14 5
1 19 3	1 0 0	2 19 3
2 3 0	1 2 7	3 5 7
2 5 0	1 3 7	3 8 7
2 9 0	1 4 8	3 13 8
2 14 0	1 7 1	4 1 1
2 19 6	1 9 11	4 9 5
3 1 0	1 12 0	4 13 0
3 4 6	1 14 8	4 19 2
3 6 3	1 14 11	5 1 2
3 8 3	1 18 1	5 6 4
3 10 0	1 18 4	5 8 4
3 13 3	2 1 3	5 14 6
3 15 0	2 1 6	5 16 6
3 16 6	2 2 0	5 18 6
4 0 0	2 4 4	6 4 4
4 0 3	2 6 3	6 6 6
4 2 0	2 6 3	6 8 3
3 11 6	1 18 7	5 10 1

Loon.	Per week. L.K.T.	Totaal.
£ s. d.	£ s. d.	£ s. d.
1 9 0	0 15 6	2 4 6
1 12 6	0 18 11	2 11 5
1 15 3	0 19 2	2 14 5
1 19 3	1 0 0	2 19 3
2 3 0	1 2 7	3 5 7
2 5 0	1 3 7	3 12 7
2 9 0	1 7 1	4 1 1
2 14 0	1 9 11	4 9 5
2 19 6	1 12 0	4 13 0
3 1 0	1 14 11	5 1 2
3 4 6	1 14 11	5 1 2
3 6 3	1 18 7	5 10 1

	Loon.	Per week. L.K.T.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Vroulike blokker en manlike en vroulike opmaker, masjienwerker en verpakker, gekwalifiseer	3 5 0	1 15 5	5 0 5
Vroulike blokker en manlike en vroulike opmaker, masjienwerker en verpakker, ongekwali- fiseer, gedurende die—			
eerste dertien weke ondervinding.....	1 6 0	0 14 9	2 0 9
tweede dertien weke ondervinding.....	1 9 0	0 15 6	2 4 6
derde dertien weke ondervinding.....	1 12 6	0 18 11	2 11 5
vierde dertien weke ondervinding.....	1 15 3	0 19 2	2 14 5
vyfde dertien weke ondervinding.....	1 19 3	1 0 0	2 19 3
sesde dertien weke ondervinding.....	2 3 0	1 2 7	3 5 7
sewende dertien weke ondervinding.....	2 5 0	1 3 7	3 8 7
agste dertien weke ondervinding.....	2 9 0	1 4 8	3 13 8
negende dertien weke ondervinding.....	2 14 0	1 7 1	4 1 1
tiende dertien weke ondervinding.....	2 19 6	1 9 11	4 9 5
daarna.....	3 5 0	1 15 5	5 0 5
Motorvoertuigdrywer.....	5 13 3	2 19 4	8 12 7
Deeltydse motorvoertuigdrywer.....	3 1 0	1 12 0	4 13 0
Arbeider—			
(i) onder 21 jaar.....	1 9 0	0 15 6	2 4 6
(ii) 21 jaar oud en ouer.....	2 4 0	1 2 10	3 6 10
Wag.....	2 19 9	1 9 11	4 9 8
Alle werknemers nie elders hierbo genoem nie:—			
(i) Onder 21 jaar.....	1 13 0	0 18 8	2 11 8
(ii) 21 jaar oud en ouer.....	2 10 0	1 3 11	3 13 11

	Wage.	Per Week C.O.L.A.	Total.
	£ s. d.	£ s. d.	£ s. d.
Milliner, qualified.....	4 2 0	2 6 3	6 8 3
Milliner, unqualified during the—			
First thirteen weeks of experience.....	1 6 0	0 14 9	2 0 9
Second thirteen weeks of experience.....	1 9 0	0 15 6	2 4 6
Third thirteen weeks of experience.....	1 12 6	0 18 11	2 11 5
Fourth thirteen weeks of experience.....	1 15 3	0 19 2	2 14 5
Fifth thirteen weeks of experience.....	1 19 3	1 0 0	2 19 3
Sixth thirteen weeks of experience.....	2 3 0	1 2 7	3 5 7
Seventh thirteen weeks of experience.....	2 5 0	1 3 7	3 8 7
Eighth thirteen weeks of experience.....	2 9 0	1 4 8	3 13 8
Ninth thirteen weeks of experience.....	2 14 0	1 7 1	4 1 1
Tenth thirteen weeks of experience.....	2 19 6	1 9 11	4 9 5
Eleventh thirteen weeks of experience.....	3 1 0	1 12 0	4 13 0
Twelfth thirteen weeks of experience.....	3 4 6	1 14 8	4 19 2
Thirteenth thirteen weeks of experience.....	3 6 3	1 14 11	5 1 2
Fourteenth thirteen weeks of experience.....	3 8 3	1 18 1	5 6 4
Fifteenth thirteen weeks of experience.....	3 10 0	1 18 4	5 8 4
Sixteenth thirteen weeks of experience.....	3 13 3	2 1 3	5 14 6
Seventeenth thirteen weeks of experience.....	3 15 0	2 1 6	5 16 6
Eighteenth thirteen weeks of experience.....	3 16 6	2 2 0	5 18 6
Nineteenth thirteen weeks of experience.....	4 0 0	2 4 4	6 4 4
Twentieth thirteen weeks of experience.....	4 0 3	2 6 3	6 6 6
Thereafter.....	4 2 0	2 6 3	6 8 3
Blocker, male, qualified.....	3 11 6	1 18 7	5 10 1
Blocker, male, unqualified during the—			
First thirteen weeks of experience.....	1 9 0	0 15 6	2 4 6
Second thirteen weeks of experience.....	1 12 6	0 18 11	2 11 5
Third thirteen weeks of experience.....	1 15 3	0 19 2	2 14 5
Fourth thirteen weeks of experience.....	1 19 3	1 0 0	2 19 3
Fifth thirteen weeks of experience.....	2 3 0	1 2 7	3 5 7
Sixth thirteen weeks of experience.....	2 9 0	1 3 7	3 12 7
Seventh thirteen weeks of experience.....	2 14 0	1 7 1	4 1 1
Eighth thirteen weeks of experience.....	2 19 6	1 9 11	4 9 5
Ninth thirteen weeks of experience.....	3 1 0	1 12 0	4 13 0
Tenth thirteen weeks of experience.....	3 6 3	1 14 11	5 1 2
Thereafter.....	3 11 6	1 18 7	5 10 1
Female blocker and male and female trimmer, machinist and packer, qualified.....	3 5 0	1 15 5	5 0 5
Female blocker and male and female trimmer, machinist and packer, unqualified, during the—			
First thirteen weeks of experience.....	1 6 0	0 14 9	2 0 9
Second thirteen weeks of experience.....	1 9 0	0 15 6	2 4 6
Third thirteen weeks of experience.....	1 12 6	0 18 11	2 11 5
Fourth thirteen weeks of experience.....	1 15 3	0 19 2	2 14 5
Fifth thirteen weeks of experience.....	1 19 3	1 0 0	2 19 3
Sixth thirteen weeks of experience.....	2 3 0	1 2 7	3 5 7
Seventh thirteen weeks of experience.....	2 5 0	1 3 7	3 8 7
Eighth thirteen weeks of experience.....	2 9 0	1 4 8	3 13 8
Ninth thirteen weeks of experience.....	2 14 0	1 7 1	4 1 1
Tenth thirteen weeks of experience.....	2 19 6	1 9 11	4 9 5
Thereafter.....	3 5 0	1 15 5	5 0 5
Motor Vehicle driver.....	5 13 3	2 19 4	8 12 7
Part-time motor vehicle driver.....	3 1 0	1 12 0	4 13 0
Labourer:—			
(i) Under the age of 21 years.....	1 9 0	0 15 6	2 4 6
(ii) Of the age of 21 and over.....	2 4 0	1 2 10	3 6 10
Watchman.....	2 19 9	1 9 11	4 9 8
All employees not elsewhere specified above:—			
(i) Under the age of 21 years.....	1 13 0	0 18 8	2 11 8
(ii) Of the age of 21 years and over.....	2 10 0	1 3 11	3 13 11

'n Werkgewer kan nie 'n vroulike werknemer verplig of toelaat om blokwerk met 'n masjien te verrig nie.

(2) Behoudens die bepalings van subartikel (8) van hierdie artikel, moet dit vir die doel van die vasstelling van die loon wat aan 'n werknemer ingevolge subartikel (1) van hierdie artikel betaal moet word, beskou word dat hy in diens is in die bedryf waarin hy uitsluitlik of hoofsaaklik werksaam is.

(3) Benewens die lone in subartikel (1) van hierdie artikel voorgeskryf, moet 'n werkgewer aan elk van sy werknemers vir wie 'n loon voorgeskryf word, 'n lewenskostoelae betaal van minstens die bedrag aangetoon in die genoemde subartikel, of die toelae betaalbaar ingevolge Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, of enige toelae wat later by regulasie voorgeskryf is, of andersins ter vervanging daarvan, na gelang van die grootste; met dien verstande dat—

(a) as 'n werknemer 'n loon ontvang wat groter is as dié wat vir hom voorgeskryf is, mag die verskil nie van die betaalbare lewenskostoelae afgetrek word nie, maar moet by die voorgeskrewe loon gevoeg word ten einde die betaalbare toelae te bepaal;

(b) enige werkgewer wat op die datum waarop dié Ooreenkoms in werking getree het, aan enigeen van sy werknemers 'n lewenskostoelae betaal het wat hoër was as dié voorgeskryf in hierdie artikel moet voortgaan om sodanige werknemer of werknemers sodanige hoër toelae of toelaes te betaal; en

(c) ingeval die toelae wat ingevolge die genoemde Oorlogsmaatregel, soos van tyd tot tyd gewysig, betaalbaar is, of enige toelae wat later by regulasie, of andersins, ter vervanging daarvan voorgeskryf is, te eniger tyd verhoog word, moet enige sodanige verhoging gevoeg word by die toelae aangetoon in subartikel (1) van dié artikel.

(4) Geen aftrekking mag van die lewenskostoelae wat ingevolge subartikels (1) en (3) van hierdie artikel betaalbaar is, gemaak word nie; met dien verstande dat as 'n aftrekking van die loon kragtens hierdie Ooreenkoms toegelaat word weens 'n werknemer se versuim om die voorwaardes van sy dienskontrak na te kom, 'n ooreenkomstige *pro rata* bedrag van die lewenskostoelae afgetrek kan word.

(5) Niks in hierdie Ooreenkoms kan die loonskaal verminder van 'n werknemer in die Nywerheid wat te eniger tyd voor of na die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon as, teen die minimum skaal, in hierdie artikel vasgestel, betaal is, of betaal kan word nie, en die werknemer is geregtig op, en 'n loon moet steeds aan hom betaal word, teen 'n skaal wat nie laer as dié hoër skaal is nie, asof die hoër skaal die minimum skaal ten opsigte van daardie werknemer is. Hierdie bepaling is ook van toepassing ingeval die werknemer daarna werk by 'n ander werkgewer kry.

(6) Ten einde die minimum loon te bereken waarop 'n ongekwalifiseerde werknemer geregtig sal wees op grond van die duur van sy ondervinding, is verhogings, ondanks enigiets strydigs in hierdie Ooreenkoms, betaalbaar elke kwartaal wat volg op die voltooiing van die dienstydperk wat sodanige werknemer op sodanige verhoging geregtig maak; met dien verstande dat die minimum loon waarop die werknemer in elke kwartaal geregtig is, gebaseer moet word op sy ondervinding bereken aan die einde van die voorgaande kwartaal.

(7) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as een uur, hetsy bo en behalwe, of in plaas van sy eie werk, 'n ander klas werk te verrig waarvoor 'n hoër loon in subartikel (1) voorgeskryf word, moet daardie werknemer ten opsigte van die hele dag waarop hy sulke werk verrig, teen die hoër skaal van besoldiging betaal; met dien verstande dat as die enigste verskil tussen klasse ingevolge subartikel (1) op ondervinding, geslag of ouderdom berus, die bepalings van hierdie artikel nie van toepassing is nie.

5. TAAKWERK EN STUK- OF AANSPORINGSWERK.

(1) Taakwerk is verbode en werknemers wat verplig word om 'n gegewe aantal produksie-eenhede te lewer, moet onder die stuk- of aansporingswerkstelsel geplaas word, soos in hierdie artikel bepaal.

(2) Waar werknemers op stukwerk of enige ander vorm van loonaansporingswerk in enige inrigting is, moet die werkgewer op 'n plek wat vir sy werknemers maklik bekombaar is, 'n staat opklap en opgeklap hou wat, in die geval van stukwerk, die stukwerksskale uiteensit wat van tyd tot tyd van krag is, en in die geval van enige ander vorm van loonaansporingswerk, 'n staat wat duidelik die grondslag uiteensit waarop enige bonus of aanvullende verdienste, kragtens sodanige skema betaalbaar, bereken moet word.

Sodanige staat moet *in situ* deur 'n agent van die Raad geteken word.

Die skale in sodanige staat gespesifiseer, mag nie sonder toestemming van die Raad verminder word nie, en in die geval van 'n loonaansporingstelsel mag die besonderhede nie sonder toestemming van die Raad gewysig word ten einde die verdienste van die werknemers te verminder nie; met dien verstande dat wysigings in die geval van 'n loonaansporingstelsel teweeggebring mag word gedurende 'n proeftyd van hoogstens drie maande van die datum af waarop met sodanige aansporingstelsel sonder die toestemming van die Raad begin is.

An employer shall not require or permit a female employee to do blocking by machine.

(2) Subject to the provisions of sub-section (8) of this section for the purpose of ascertaining the wage payable to an employee in terms of sub-section (1) of this section, he shall be deemed to be engaged in the occupation in which he is wholly or mainly engaged.

(3) In addition to the wages prescribed in sub-section (1) of this section an employer shall pay to each of his employees for whom a wage is prescribed a cost of living allowance amounting to not less than the amount shown in the said sub-section or the allowance payable in terms of War Measure No. 43 of 1942, as amended from time to time, or any allowance subsequently prescribed by regulation or otherwise in substitution therefor, whichever is the greater; provided that—

(a) where an employee is in receipt of a wage in excess of the wage prescribed for him, such excess shall not be offset against the cost of living allowance payable, but shall be added to the prescribed wage to determine the allowance payable;

(b) any employer who, on the date this Agreement comes into operation paid to any of his employees a cost of living allowance higher than that prescribed in this section, shall continue to pay such employee or employees, such higher allowance or allowances; and

(c) should the allowance payable in terms of the said War Measure as amended from time to time or any allowance subsequently prescribed by regulation or otherwise in substitution therefor be increased at any time, any such increase shall be added to the allowance shown in sub-section (1) of this section.

(4) No deduction shall be made from the cost of living allowance payable in terms of sub-sections (1) and (3) of this section; provided that where a deduction from wages is permissible in terms of this Agreement in respect of any failure of any employee to fulfil the terms of his contract of employment, a corresponding *pro rata* deduction may be made from the cost of living allowance.

(5) Nothing in this Agreement shall operate to reduce the wage rates of an employee in the industry, who, at any time prior to or subsequent to the date this Agreement comes into operation, was or may be paid wages at a rate higher than the minimum rate provided in this section; and such employee shall continue to be paid and be entitled to receive 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.

(6) For the purposes of computing the minimum wage which any unqualified employee will become entitled to by reason of the length of his experience, notwithstanding anything to the contrary contained in this Agreement, increases shall become payable each quarter following the completion of the period of employment entitling such employee to such increases; provided minimum wages to which such employee is entitled in any quarter shall be based upon his experience computed at the end of the preceding quarter.

(7) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour, either in addition to his own work or in substitution therefor work of another class for which a higher wage is prescribed in sub-section (1) shall pay such employee at the higher rate of remuneration in respect of the whole day on which he performs such work; provided that where the sole difference between classes is in terms of sub-section (1) based on experience, sex or age, the provisions of this section shall not apply.

5. TASK-WORK AND PIECE- OR INCENTIVE WORK.

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

(2) Where employees are engaged on piece-work or any other form of wage incentive in any establishment the employer shall post up and keep posted up in a conspicuous place readily accessible to his employees, a schedule setting out in the case of piece-work, the piece-work rates in operation from time to time and in the case of any other form of wage incentive a schedule setting out clearly the basis on which any bonus or supplementary earnings payable under such scheme shall be calculated.

Such schedule shall be signed *in situ* by an agent of the Council.

The rates specified on such schedules shall not be reduced and in the case of a wage incentive the details shall not be altered to reduce the earnings of the employees without the consent of the Council; provided that in the case of a wage incentive scheme alterations may be effected during a trial period of not exceeding three months from the date such incentive scheme was commenced without the consent of the Council.

(3) 'n Werknemer op stukwerk of enige ander vorm van loon-aansporingswerk moet die volle bedrag betaal word wat hy verdien; met dien verstande egter dat hy nie in enige week minder betaal mag word as die minimum loon en lewenskostetoelae waarop hy ingevolge artikel 4 van dié Ooreenkoms geregtig sou gewees het as hy slegs as 'n tydwerker in diens was nie, maar geen lewenskostetoelae is betaalbaar op stukwerk- of aansporings-verdienste wat aan 'n werknemer kragtens dié subartikel verskuldig is nie.

6. KORTTYD.

(1) Indien 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 inrigting vertoon word en wel voor 2 nm. op die dag voor die datum wat in die kennisgewing genoem word.

(2) Indien korttyd in 'n inrigting ingevoer is, moet 'n werknemer wat hom op enige dag by die inrigting aanmeld, vir ten minste die oggendwerkdag op daardie dag te werk gestel word, of in plaas daarvan loon betaal word, tensy hy voor daardie dag in kennis gestel is dat sy dienste op daardie dag nie nodig sal wees nie.

(3) Indien korttyd in 'n inrigting gewerk word, moet die werk so eweredig-moontlik tussen die werknemers in elk van die betrokke afdelings of departemente verdeel word.

7. BETALING VAN BESOLDIGING.

(1) Behoudens die bepalinge van subartikel (5) van artikel 14 van hierdie Ooreenkoms, moet lone en ander bedrae wat aan 'n werknemer verskuldig is, weekliks en binne 15 minute nadat 'n werknemer vir die dag opgehou het met werk, op Vrydag in kontant betaal word; met dien verstande dat—

(a) 'n werknemer, op sy versoek, die loon en ander bedrae aan hom verskuldig, maandeliks en binne 15 minute nadat hy vir daardie dag opgehou het met werk, op die laaste dag van die maand betaal kan word, of as die laaste dag van die maand op 'n Sondag of op 'n openbare vakansiedag of op 'n Saterdag val, dan, na gelang van die geval, op die laaste werkdag voor dié Sondag of openbare vakansiedag of Saterdag;

(b) as 'n werknemer se diens nie op die gewone weeklikse, of, na gelang van die geval, maandelikse betaaldag van die betrokke inrigting eindig nie, moet alle bedrae wat aan hom verskuldig is, onmiddellik by sodanige betindiging aan hom betaal word;

(c) as 'n weekliks betaalde werknemer nie verplig word om op 'n Vrydag, of in die geval van 'n maandelikse betaalde werknemer, op die laaste dag van die maand te werk nie, of as 'n werknemer korttyd werk, moet betaling kragtens hierdie subartikel binne 15 minute nadat die werknemer vir die week, of na gelang van die geval, vir die maand, opgehou het met werk, gemaak word.

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

(3) Geen aftrekkings van enige aard mag van die bedrae wat aan 'n werknemer verskuldig is, gemaak word nie; met dien verstande dat—

(a) as 'n werknemer van werk afwesig is, 'n *pro rata* bedrag vir die tyd wat verloor is, afgetrek kan word;

(b) as korttyd ingevoer is, die werknemer vir die tyd wat hy werklik gewerk het, betaal kan word;

(c) behoudens artikel 11 van hierdie Ooreenkoms, as die werkgewer sy inrigting gedurende die maande Desember en/of Januarj sluit vir die vakansiereses, die werkgewer nie verplig is om loon vir die tyd wat verloor word, te betaal nie;

(d) met die skriftelike toestemming van die werknemer, die werkgewer bedrae kan aftrek vir versekerings- of pensioenfondse, of vir bydraes aan die fonds van die vakvereniging of vir kontantvoorskotte wat deur sy werkgewer aan die werknemer gegee is;

(e) bydraes aan die Raadsfonds ooreenkomstig artikel 19 van hierdie Ooreenkoms afgetrek moet word;

(f) as daar weens stopsetting van masjinerie daar geen werk vir 'n werknemer beskikbaar is nie, die werkgewer slegs vir tyd wat bo twee uur verloor is, 'n aftrekking van daardie werknemer se loon kan maak;

(g) enige bedrag wat 'n werkgewer ingevolge 'n wet, ordonnansie of regsgeeding verplig was om ten behoeve van die werknemer te betaal, afgetrek kan word.

8. WERKURE.

(1) Geen werkgewer kan 'n werknemer verplig of toelaat—

(a) om meer as 42½ uur, uitgesonderd etensonderbrekings, per week te werk nie;

(b) om meer as 8½ uur, uitgesonderd etensonderbrekings, per dag te werk nie;

(c) om langer as 'n ononderbroke tydperk van vyf uur sonder 'n ononderbroke tussenpoos van minstens een uur te werk nie; met dien verstande dat dit vir die doeleindes van hierdie paragraaf beskou word dat werkdagperke wat deur 'n tussenpoos van minder as een uur onderbreek word, ononderbroke is;

(d) wat 'n vrou is, om tussen 6 nm. en 7.30 vm. te werk nie.

(3) An employee employed on piece-work or any other form of wage incentive shall be paid the full amount earned by him; provided, however, that he shall not in any week be paid less than the minimum wage and cost of living allowance to which he would have been entitled in terms of section 4 of this Agreement if he had been employed purely as a time worker, but no cost of living allowance shall be payable on piece-work or incentive earnings due to an employee in terms of this sub-section.

6. SHORT-TIME.

(1) When it is intended to introduce short-time in any one week, a notice stating the fact that, and the date from which, it is so intended, shall be prominently displayed in the establishment concerned not later than 2 p.m. on the day before the date mentioned in the notice.

(2) Where short-time has been introduced in any establishment, an employee who attends at the establishment on any day shall, unless he has prior to such day received notice that his services will not be required on such day, be employed for at least the morning work period for such day or be paid wages in lieu thereof.

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

7. PAYMENT OF REMUNERATION.

(1) Subject to the provisions of sub-section (5) of section 14 of this Agreement, wages 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 Fridays; provided that—

(a) an employee may, at his request, be paid the wages and other amounts due to him monthly not later than fifteen minutes after he has finished work for the day on the last day of the month, or if the last day of the month falls on a Sunday, or on a public holiday, or on a Saturday on the last working day preceding such Sunday or public holiday or Saturday as the case may be;

(b) where an employee's services do not terminate on the ordinary weekly or monthly pay day, as the case may be, of the establishment, any amounts due to him shall be paid immediately on such termination;

(c) when a weekly paid employee is not required to work on Friday or in the case of a monthly paid employee on the last day of the month, or when an employee is working short-time, payment in terms of this sub-section shall be made not later than fifteen minutes after the employee finishes work for the week or month as the case may be.

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

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

(a) where an employee is absent from work a *pro rata* amount for the actual time lost may be deducted;

(b) where short-time has been introduced the employees may be paid for actual time worked;

(c) subject to the provisions of section 11 of this Agreement where an employer closes his establishment during the months of December and/or January, due to holiday recess, the employer shall not be obliged to pay wages for time lost;

(d) with the written consent of the employee deductions may be made by an employer for insurance or pension funds or for contributions to the funds of the trade union or for cash advanced to the employee by his employer;

(e) contributions to Council funds shall be deducted in terms of section 19 of this Agreement;

(f) if, owing to the stoppage of machinery no work is available for an employee, deductions may be made by the employer from the wages of such employee only for the time lost in excess of two hours;

(g) any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee may be deducted.

8. HOURS OF WORK.

(1) No employer shall require or permit an employee—

(a) to work for more than forty-two and one-half hours, excluding meal times in any one week;

(b) to work for more than eight and one-half hours, excluding meal time on any one day;

(c) to work for a continuous period of more than five hours without an interrupted interval of at least one hour; provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;

(d) who is a female to work between 6 p.m. and 7.30 a.m.

(2) 'n Ruspoos van minstens tien minute waarin geen werk verrig mag word nie, moet aan elke werknemer so na as moontlik aan die middel van elke oggend- en middagwerktydperk toegestaan word en daardie ruspoos moet as tyd wat gewerk is, beskou word. Gerei en kookwater om tee te maak, moet deur die werkgewer verskaf word en aan die begin van elke ruspoos en ook van die middagete van Maandag tot en met Vrydag beskikbaar gestel word.

(3) Vir die toepassing van paragraaf (a) van subartikel (1) van hierdie artikel, moet dit beskou word dat 'n werknemer wat nie op 'n vakansiedag wat in subartikel (3) (a) van artikel 10 genoem word, gewerk het nie, sy gemiddelde gewone werkure op daardie dag gewerk het.

9. OORTYD.

(1) Ondanks die bepalings van paragrafe (a) en (b) van subartikel (1) van artikel 8, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om in 'n week 'n totale tydperk van oortyd te werk van hoogstens—

- (a) tien uur; of
- (b) 'n getal ure (wat meer as tien mag wees) wat deur die Raad, vasgestel is in 'n skriftelike kennisgewing aan die werkgewer en waarin die werknemer, of die klas werknemers, op wie die kennisgewing van toepassing is, aangewys word en ook die tydperk waarvoor en die voorwaardes waarop dit geldig is, vermeld word;

met dien verstande dat geen werkgewer van 'n vroulike werknemer kan vereis of haar toelaat om oortyd soos volg te werk nie—

- (a) meer as twee uur per dag;
- (b) op meer as drie agtereenvolgende dae;
- (c) op meer as 60 dae per jaar;
- (d) meer as een uur op enige dag na voltooiing van haar gewone werkure, tensy hy—
 - (i) sodanige werknemer voor die middaguur daarvan in kennis gestel het; of
 - (ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met oortyd moet begin;
 - (iii) sodanige werknemer betyds 'n voorgeskrewe toelae van minstens een sjieling en ses pennies betaal het om die werknemer in staat te stel om 'n ete te nuttig voordat die oortyd moet begin.

(2) 'n Werkgewer moet aan 'n werknemer in sy diens vir alle oortyd wat deur daardie werknemer gewerk word, besoldiging betaal teen minstens 1½ maal sy gewone skaal van besoldiging.

(3) Van geen werknemer kan vereis word om sonder sy toestemming oortyd te werk nie.

(4) Geen werknemer mag weens sy weiering om oortyd te werk, ontslaan of in sy werk benadeel word nie.

10. BESOLDIGING VIR SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE.

(1) *Werk op Saterdag.*—Geen werk mag sonder die toestemming van die Raad op 'n Saterdag-verrig word nie en tyd op 'n Saterdag gewerk, moet as oortyd beskou word en daarvoor moet ingevolge subartikel (2) van artikel 9 betaal word.

(2) *Werk op Sondag.*—Geen werk mag sonder die toestemming van die Raad op 'n Sondag verrig word nie en ingeval 'n werknemer verplig of toegelaat word om op 'n Sondag te werk, moet sy werkgewer of—

- (a) die werknemer minstens 17 maal sy gewone uurloon betaal; of
- (b) die werknemer minstens 1½ maal sy gewone uurloon ten opsigte van elke uur op die Sondag gewerk, betaal, en hom binne sewe dae van dié Sondag een werkdag, d.w.s. 'n ander dag as Saterdag of Sondag, as 'n vakansiedag toestaan en hom ten opsigte daarvan minstens 8½ uur se loon betaal; met dien verstande dat vir die toepassing van hierdie subartikel, 'n stukwerker minstens die ekwivalente bedrag betaal moet word waarop hy geregtig sou gewees het as hy as 'n tydwerker in diens was.

(3) *Openbare vakansiedae:* (a) *Besoldigde openbare vakansiedae.*—'n Werknemer is geregtig op verlof met volle besoldiging en lewenskostetoelae ten opsigte van ondergenoemde openbare vakansiedae en ingeval hy verplig is of toegelaat word om op enigen van dié vakansiedae te werk, moet hy, benewens sy gewone loon en lewenskostetoelae ten opsigte van die vakansiedag, slegs lone teen gewone tyd ten opsigte van die ure aldus gewerk, betaal word:—

Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Setlaarsdag, Gelofte dag, Uniedag, Koninginsverjaarsdag, Kersdag en Nuwejaarsdag.

(b) *Onbesoldigde openbare vakansiedae.*—Ingeval 'n werknemer gelas word om hom nie vir werk op enigen van ondergenoemde openbare vakansiedae aan te meld nie; Van Riebeeckdag, Krugerdag en Tweede Kersdag, moet die gewone lewenskostetoelae vir daardie dag aan die werknemer betaal word ten opsigte van dié dag maar met dien verstande dat, as hy sy werknemers minstens 24 uur voor die gewone begintyd deur middel van 'n kennisgewing op 'n opvallende plek in sy inrigting meedeel het dat hulle nie verplig sal word om op so 'n vakansiedag te werk nie, die werkgewer van die loon van die werknemer 'n bedrag kan aftrek gelyk aan sy gewone loon ten opsigte van die gewone getal werkure wat hy op daardie dag sou gewerk het, en vir die toepassing van voorbehoud (d) in artikel 14 (1) mag dit nie as korttyd beskou word nie.

(2) A rest interval of not less than ten minutes, during which no work shall be performed, shall be allowed to each employee at as nearly as practicable the middle of each morning and afternoon work-periods, and such intervals shall be regarded as time worked. Utensils and boiling water for making tea shall be provided by the employer and be made available for the employees at the commencement of each rest interval and also at lunch time every day from Monday to Friday inclusive.

(3) For purposes of paragraph (a) sub-section (1) of this section, an employee who does not work on any holiday referred to in sub-section (3) (a) of section 10, shall be deemed to have worked his average ordinary working hours on that day.

9. OVERTIME.

(1) Notwithstanding the provisions of paragraphs (a) and (b) of sub-section (1) of section 8, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

- (a) ten hours; or
- (b) a number of hours (which may exceed ten) fixed by the Council by notice, in writing, to the employer, specifying the employee, or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid;

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

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) after completion of her ordinary working hours for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee a prescribed allowance of not less than one shilling and sixpence in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(2) An employer shall pay to an employee employed by him remuneration at a rate not less than one and one-half his ordinary rate of remuneration in respect of all overtime worked by such employee.

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

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

10. PAYMENT FOR SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS.

(1) *Saturday Work.*—No work may be performed on any Saturday without the permission of the Council and any time worked on a Saturday shall be deemed to be overtime and paid for in accordance with sub-section (2) of section 9.

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

- (a) pay the employee not less than 17 times his ordinary hourly wage; or
- (b) pay the employee not less than one and one-half times his ordinary hourly wage in respect of each hour worked on such Sunday and grant him within seven days of such Sunday, one work day, i.e. a day other than a Saturday or Sunday as a holiday, and pay him in respect thereof not less than eight and one-half hours' remuneration; provided that for the purpose of of this sub-section, a piece-worker shall be paid not less than the equivalent amount to which he would have been entitled had he been employed as a time-worker.

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

Good Friday, Easter Monday, Ascension Day, Settlers Day, Day of the Covenant, Union Day, Queen's Birthday, Christmas Day and New Year's Day.

(b) *Unpaid Public Holiday.*—Where an employee is instructed not to report for work on any of the following public holidays: Van Riebeeck Day, Kruger Day and Boxing Day, the normal cost of living allowance for that day shall be paid to the employee in respect of such day but provided 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 that they are not required to work on such public holiday the employer may deduct from the wage of the employee an amount equal to his normal wage in respect of the normal number of hours he would have worked on such day, and this shall not be considered as short-time for the purposes of proviso (d) to section 14 (1).

Ingeval die werknemer egter verplig of toegelaat word om op so 'n dag te werk, moet hy sy gewone lewenskostetoelae vir daardie dag en gewone lone teen gewone tyd ten opsigte van die ure aldus gewerk, betaal word.

(4) Besoldiging kragtens die bepalings van hierdie artikel betaalbaar, moet uiterlik op die betaaldag wat volg op die tydperk ten opsigte waarvan daardie besoldiging betaalbaar word, aan die betrokke werknemer betaal word.

11. JAARLIKSE VERLOF EN BESOLDIGDE OPENBARE VAKANSIEDAE.

(1) *Jaarlikse verlof.*—(i) Elke werknemer wat op die laaste dag waarop hy sy verlof kan begin neem, minstens een jaar se onderbroke diens by sy werkgever voltooi het, moet tussen 15 Desember van elke jaar en 14 Januarie van die volgende jaar, minstens drie agtereenvolgende weke jaarlikse verlof toegestaan word wat soos volg saamgestel is:—

- (a) 13 gewone werkdade met volle loon en lewenskostetoelae.
- (b) Kersdag en Nuwejaarsdag as besoldigde openbare vakansiedae ingevolge artikel 10 (3) van hierdie Ooreenkoms.
- (c) As Geloftedag binne die tydperk van jaarlikse verlof val, moet dit ingevolge artikel 10 (3) van hierdie Ooreenkoms ook as 'n besoldigde openbare vakansiedag beskou word sodat die jaarlikse verloftyd met een dag verleng word.

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

- (a) Vir elke voltooide maand diens in daardie jaar, 'n bedrag gelyk aan een dag se loon (met inbegrip van lewenskostetoelae); plus

- (b) vir enige van die volgende openbare vakansiedae wat binne die tyd val waarin die inrigting vir die jaarlikse vakansietyd gesluit is—Geloftedag, Kersdag en Nuwejaarsdag—'n bedrag gelyk aan een dag se loon (met inbegrip van lewenskostetoelae) ten opsigte van elke sodanige vakansiedag.

(iii) By diensbeëindiging moet 'n werknemer besoldiging in plaas van verlof ontvang wat soos volg bereken word:—

Een dag se loon (met inbegrip van lewenskostetoelae) ten opsigte van elke voltooide maand diens bereken van 15 Desember van die vorige jaar af of van die datum van indiensneming na gelang van die kortste tyd.

(2) *Besoldigde openbare vakansiedae.*—(i) Benewens die besoldigde openbare vakansiedae wat gewoonlik in die tydperk van jaarlikse verlof val, nl. Kersdag en Nuwejaarsdag, is elke werknemer geregtig op en moet verlof met volle besoldiging en lewenskostetoelae toegestaan word op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Setlaarsdag, Uniedag, Koninginsverjaardag en Geloftedag.

(ii) Ingeval 'n werknemer se diens onmiddellik voor enigeen van die openbare vakansiedae, in hierdie subartikel genoem, eindig, is hy geregtig op betaling vir dié openbare vakansiedae, mits hulle binne 'n verlengde tydperk val wat soos volg bereken word:—

Een werkdag ten opsigte van elke voltooide maand diens (bereken van die dag af waarop die werknemer laas op verlof geregtig geword het of van die datum van indiensneming af, na gelang van die kortste tyd) moet getel word by die datum waarop die werknemer se diens eindig en as daar 'n betaalde openbare vakansiedag binne die tyd val, moet daarvoor betaal word.

(iii) As 'n werknemer op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Setlaarsdag, Geloftedag, Uniedag, Koninginsverjaardag, Kersdag of Nuwejaarsdag werk, moet sy werkgever hom minstens sy gewone uurloon betaal ten opsigte van die totale tyd op dié dag gewerk, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie so gewerk het nie.

(iv) Ingeval 'n besoldigde vakansiedag op 'n Sondag val, moet dit op die volgende dag gehou word.

(v) As enigeen van die besoldigde vakansiedae genoem in subartikels (1) en (2) van hierdie artikel, op 'n Saterdag val, moet 'n werkgever sy werknemer wat nie op so 'n dag werk nie, 8½ uur se loon betaal, benewens die besoldiging aan hom verskuldig vir tyd gewerk van die Maandag tot die Vrydag, onmiddellik voor dié Saterdag.

(vi) As 'n werknemer op 'n besoldigde vakansiedag werk wat op 'n Saterdag val, moet besoldiging vir so 'n dag gemaak word ingevolge die bepalings van subartikel (2) (v) plus, boonop, 1½ maal sy uurloon vir elke uur op dié Saterdag gewerk.

(3) *Besoldiging vir verlof.*—Die werkgever moet aan sy werknemer vir wie verlof ingevolge subartikel (1) van hierdie artikel toegestaan word, sy besoldiging ten opsigte van verlof op of voor die laaste werkdag voor die aanvang van die genoemde tyd betaal en elke bedrag wat ingevolge subartikel (1) of subartikel (2) van hierdie artikel aan 'n werknemer betaal word, moet bereken word teen die skaal van besoldiging wat die werknemer onmiddellik voor die datum ontvang het, waarop die verlof verskuldig geword het of sy diens beëindig is, na gelang van die geval, en wanneer 'n werknemer op 'n ander grondslag besoldig word as dié ooreenkomstig die tyd werklik deur hom gewerk, moet sy gewone loonskaal, vir die toepassing van hierdie artikel bereken word asof hy by die uur beloon word, en dit moet te eniger tyd vasgestel word deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum, of gedurende die totale diens tyd by die betrokke werknemer, na gelang van die kortste, te deel deur die getal ure gewerk gedurende die tyd ten opsigte waarvan die besoldiging betaal is.

Where the employee is required or permitted to work on such day, however, he shall be paid his normal cost of living allowance for that day, and normal wages at straight time in respect of the hours so worked.

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

11. ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS.

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

- (a) 13 ordinary working days at full wage and cost of living allowance.
- (b) Christmas Day and New Year's Day as paid public holidays in accordance with section 10 (3) of this Agreement.
- (c) When the Day of the Covenant falls within the period of annual leave it shall in accordance with section 10 (3) of this Agreement also be observed as a paid public holiday thus extending the annual leave period by one day.

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

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

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

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

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

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

One working day in respect of each completed month of service (calculated from the day on which the employee last became entitled to leave or from the date of engagement, whichever is the shorter period) shall be added to the date on which the employee's service terminates and if any paid public holiday falls within such added period it shall be paid for.

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

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

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

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

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

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

- (a) die datum waarop die werknemer by die werkgever in diens getree het; of
- (b) die datum waarop 'n werknemer wat, ingevolge die vorige Ooreenkoms, verlof met volle besoldiging toegestaan is, op die verlof ingevolge daardie ooreenkoms geregtig geword het, na gelang van die jongste.

(5) Korttyd mag nie deur 'n werkgever afgetrek word wanneer die kwalifiseerdienstyd vir jaarlikse verlof ingevolge subartikel (1) van hierdie artikel bereken word nie.

(6) As 'n werknemer van sy werk weggebly het [om 'n ander rede as dié in subartikel (9) van hierdie artikel genoem, om 'n rede wat vir sy werkgever bevredigend is] mag die tyd van afwesigheid nie as diens ingevolge subartikel (1) van hierdie artikel beskou word nie.

(7) *Wagte*.—'n Werkgever mag onderlinge reëlings met sy wagte tref om hul jaarlikse verlof te neem op ander tye as tussen 15 Desember en die daaropvolgende 14 Januarie, soos bepaal in subartikel (1) van hierdie artikel.

(8) *Verlof en diensopsegging mag nie saamval nie*.—Die jaarlikse verloftyd van 'n werknemer mag nie saamval met 'n tyd waarin 'n werknemer diens opgesê is of vredestrydse opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, No. 13 van 1912, meemaak nie.

(9) Enige tydperk waarin 'n werknemer—

- (a) kragtens subartikel (1) van hierdie artikel met verlof is; of
- (b) vredestrydse opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, meemaak; of
- (c) op las of op versoek van die werkgever van die werk afwesig is; of
- (d) weens siekte van werk afwesig is, of weens die feit dat geen vrou in 'n inrigting in diens mag wees, en geen werkgever mag vereis of toelaat dat 'n vrou in sy inrigting gedurende die tydperk beginnende vier weke voor die verwagte datum van haar bevalling en eindigende agt weke na die geboorte werk nie; as die kind doodgebore is of voor die verloop van agt weke na die geboorte sterf, is die bepalings van hierdie subartikel nie langer van toepassing nie van 'n datum af wat deur die Nywerheidsraad vasgestel word;

moet vir die toepassing van subartikels (1) en (2) van hierdie artikel as diens beskou word; met dien verstande dat—

- (i) die bepalings van paragraaf (d) van hierdie artikel nie op 'n tydperk van afwesigheid weens siekte vir meer as drie agtereenvolgende dae van toepassing is nie, as die werknemer, wat nie 'n werknemer wat in subparagraaf (ii) genoem word, is nie, in gebreke bly om, nadat die werkgever om so 'n sertifikaat gevra het, aan die werkgever 'n doktersertifikaat voor te lê dat hy deur siekte verhinder was om sy werk te verrig, of ten opsigte van daardie gedeelte van enige totale tydperk van afwesigheid gedurende enige 12 maande diens, wat meer as 30 dae is;
- (ii) van 'n werknemer van wie se werkgever kragtens 'n landswet vereis word om voorsiening te maak vir die versorging en behandeling van sodanige werknemer wanneer hy siek of beseer is, nie vereis word om ten opsigte van enige tydperk van afwesigheid in subparagraaf (i) genoem, 'n doktersertifikaat voor te lê nie.

12. BUITEWERK.

Geen werkgever in die Nywerheid mag werk vir vervaardiging, uitgesonderd in 'n fabriek soos omskryf in afdeling 3 van hoofstuk 1 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of in 'n werkwinkel geregistreer kragtens artikel 13 van hierdie Ooreenkoms, uitgee nie, en hy kan nie van 'n werknemer vereis of hom toelaat om werk in die Hoedenywerheid in 'n ander plek as in 'n inrigting wat deur die werkgever voorsien, uitgerus, onderhou en gekontroleer word, te verrig nie.

13. REGISTRASIE VAN WERKWINKEL.

Elke houër van 'n werkwinkel waarin werksaamhede in die Hoedenywerheid uitgevoer word, moet, as hy dit nie reeds kragtens 'n vorige Ooreenkoms gedoen het nie, binne een maand nadat hierdie Ooreenkoms in werking getree het, en elke persoon wat na daardie datum 'n werkgever word, moet binne een maand nadat hy met sy besigheid begin het, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die persele waarin daardie werkwinkel gevestig is, die name van die vennote van die onderneming, of as dit 'n naamlose vennootskap is, die name van die sekretaris of direkteure. Die Sekretaris van die Raad moet daarna 'n registrasiesertifikaat wat deur hom onderteken is, aan die houër van die werkwinkel uitreik. Hoedemakers moet nie in 'n ander werkwinkel as een wat kragtens hierdie artikel geregistreer is, uitgevoer word nie; met dien verstande, egter, dat hierdie artikel nie in die geval van 'n werkwinkel wat kragtens die bepalings van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, as 'n fabriek geregistreer is, van toepassing is nie.

Ingeval daar 'n verandering in die personeel van die vennootskap of firma, of 'n adresverandering van die werkwinkel plaasvind, moet kennis daarvan binne twee weke na die datum van die verandering aan die Sekretaris van die Raad gegee word.

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

- (a) the date on which the employee entered the employer's services; or
- (b) the date on which an employee who has, in accordance with the previous Agreement been granted leave of absence on full pay, became entitled to such leave in terms of such Agreement whichever may be the later.

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

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

(7) *Watchmen*.—An employer may make mutual arrangements with his watchmen to take their annual holiday at a period other than between the 15th December and the ensuing 14th January, as provided for in sub-section (1) of this section.

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

(9) Any period during which an employee—

- (a) is on leave in terms of sub-section (1) of this section; or
- (b) undergoes peace training under the South Africa Defence Act, 1912; or
- (c) is absent from work on the instruction or at the request of the employer; or
- (d) is absent from work owing to illness, or by reason of the fact that no female shall work in an establishment and no employer shall require or permit any female to work in his establishment during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after birth; if the child is stillborn or dies before the expiration of eight weeks after birth, the provisions of this sub-section shall cease to apply as from the date fixed by the Industrial Council;

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

- (i) the provision of paragraph (d) of this sub-section shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in proviso (ii) below fails, after a request for such certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment which is in excess of thirty days;
- (ii) an employee whose employer is required in terms of any Act of Parliament to provide for the care and treatment of such employee when sick or injured shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in proviso (i) above.

12. OUTWORK.

No employer in the Industry shall give out work to be manufactured except in a factory as defined in section 3 of Chapter 1 of the Factories, Machinery and Building Work Act, 1941, or in a workshop registered in terms of section 13 of this Agreement, nor shall he require or permit any employee to perform any work in the Millinery Industry elsewhere other than in an establishment provided, equipped, maintained and controlled by the employer.

13. REGISTRATION OF WORKSHOP.

Every occupier of a workshop in which any operation in the Millinery Industry is carried on shall, within one month from the date on which this Agreement comes into operation, if he has not already done so pursuant to any previous Agreement and every person who becomes an employer after that date, shall within one month from the date of commencement of operations by him, notify, in writing, to the Secretary of the Council the address of the premises in which such workshop is located, the names of the partners of the concern, or in a limited liability company, the names of the Secretary or Directors. The Secretary of the Council shall thereupon issue to the occupier a workshop registration certificate signed by him. No manufacture of millinery shall be performed elsewhere than in a workshop registered in terms of this section; provided, however, that this shall not apply in the case of a workshop which is registered as a factory, under the provisions of the Factories, Machinery and Building Work Act, 1941.

In the event of a change in the personnel of the partnership or firm, or the change of address of the workshop, such change and/or changes shall be notified to the Secretary of the Council within two weeks from the date of change.

14. DIENSBEÏNDIGING.

(1) Behoudens subartikels (2), (4) en (5) van hierdie artikel, moet deur die werkgewer of werknemer, in die geval van 'n weekliks besoldigde werknemer, minstens een week skriftelike diensopsegging, wat ingaan op die gewone betaaldag van die werknemer, en in die geval van 'n maandeliks besoldigde werknemer, minstens twee weke skriftelike diensopsegging, wat ingaan om 12-uur middag op die 1ste of die 16de dag van die maand, vir beëindiging van die dienskontrak gegee word; met dien verstande dat dit nie onderstaande raak nie:—

- (a) 'n Werkgewer of 'n werknemer se reg om die dienskontrak sonder opsegging te beëindig weens 'n goeie rede wat wetlik as voldoende erken word;
- (b) 'n ooreenkoms tussen die werkgewer en werknemer, wat voorsiening maak vir 'n langer diensopseggingstyd as een of twee weke, na gelang van die geval, van gelyke duur vir beide partye;

en voorts met dien verstande dat—

- (c) 'n werkgewer 'n werknemer loon kan betaal vir en in plaas van die tydperk van diensopsegging hierbo voorgeskryf, of van die tydperk van diensopsegging soos ooreengekom ingevolge voorbehoud (b) hierbo;
- (d) 'n werknemer wat korttyd werk, sy diens sonder diensopsegging kan beëindig;
- (e) 'n weekliks besoldigde werknemer se dienstyl wat eindig op of voor die tweede betaaldag wat volg op die datum waarop die diens begin het, of in die geval van 'n maandeliks betaalde werknemer, die tydperk van diens wat eindig by of voor voltooiing van twee weke na die datum waarop die diens begin het, tensy in 'n skriftelike ooreenkoms andersins verklaar word, as 'n proeftydperk beskou moet word en daardie diens deur die werkgewer of die werknemer sonder opsegging beëindig kan word.
- (2) 'n Werknemer wat gedurende die looptyd van 'n tydperk van diensopsegging wat kragtens subartikel (1) van hierdie artikel gegee is, tydelik buite werk gestel word, moet vir daardie week volle besoldiging ontvang.
- (3) Geen werkgewer kan 'n werknemer weens die werknemer se afwesigheid van werk met verlof, ontslaan as die werkgewer se skriftelike toestemming verkry is nie.
- (4) Afwesigheid van werk vir 'n tydperk van ses agtereenvolgende dae, sonder toestemming van die werkgewer, weens 'n ander oorsaak as siekte, vorm 'n beëindiging van 'n dienskontrak, maar afwesigheid wat deur siekte veroorsaak word, moet as volg behandel word:—

- (a) Die werknemer moet binne die genoemde tydperk van ses dae 'n doktersertifikaat betreffende sy onbekwaamheid om sy gewone werk te verrig, aan die werkgewer voorlê of aan hom stuur; en
- (b) mits die sertifikaat binne die voorgeskrewe tydperk, t.w. ses dae, aan die werkgewer voorgelê of gestuur word, kan die werkgewer—
 - (i) as hy dit wil doen, die pos oophou totdat die werknemer in staat is om sy gewone werk te hervat; of
 - (ii) as hy dit nie wil doen nie, moet hy aan die werknemer op die dag waarop die inrigting se werkweek eindig, een week diensopsegging gee; en
 - (iii) as die werknemer in gebreke bly om terug te kom en gedurende daardie diensopsegging te werk, eindig sy diens aan die einde van daardie week van diensopsegging;
- (c) as die werkgewer versuim om die week diensopsegging voor te behou nadat hy van die betrokke werknemer binne die voorgeskrewe tydperk van ses dae 'n doktersertifikaat ontvang het, is hy verplig om aan daardie werknemer 'n week se loon in plaas van diensopsegging te betaal, tensy hy besluit om die werknemer se diens te behou.
- (5) As 'n werkgewer 'n werknemer se diens ooreenkomstig subartikel (4) beëindig, kan kennis van die beëindiging gegee word deur die Sekretaris van die Raad skriftelik in kennis te stel. Dié kennisgewing aan die Raad moet vergesel gaan van die dienskaart wat die werkgewer verplig is om kragtens artikel 17 (2) aan die werknemer uit te reik, en van enige loon of ander bedrae wat by die beëindiging aan die werknemer verskuldig is, om op aanvraag aan die werknemer betaal te word.

Die bepalinge van hierdie subartikel is *mutatis mutandis* op enige diensbeëindiging kragtens subartikel (1) van toepassing.

15. PREMIES.

Geen premies vir die opleiding van 'n werknemer mag deur 'n werkgewer gevra of aangeneem word nie.

16. BESTAANDE KONTRAKTE.

Enige dienskontrak wat van krag is op die datum waarop hierdie Ooreenkoms in werking tree, of wat na daardie datum gesluit word, is onderworpe aan die bepalinge van hierdie Ooreenkoms.

17. INDIENSNEMING, OORPLASING EN DIENSBEÏNDIGING.

(1) *Dienskaart moet by indiensneming voorgelê word.*—Voor dat 'n werkgewer 'n applikant om werk in diens neem, moet hy die applikant versoek om 'n dienskaart voor te lê wat deur die Raad in die vorm van Aanhangsel A van hierdie Ooreenkoms uitgereik is.

14. TERMINATION OF EMPLOYMENT.

(1) Subject to the provisions of sub-sections (2), (4) and (5) of this section, in the case of a weekly paid employee not less than one week's notice, in writing, to take effect from the usual pay day of the employee, and in the case of a monthly paid employee not less than two week's notice, in writing, to take effect from 12 noon on the 1st or 16th of the month, shall be given by an employer or employee to terminate a contract of service; provided that this shall not affect—

- (a) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- (b) any agreement between the employer and employee providing for a longer period of notice than one or two weeks, as the case may be, of equal duration on either side;

and provided further—

- (c) an employer may pay an employee wages for and in lieu of the period of notice prescribed above, or the period of notice agreed upon in terms of proviso (b) above;
- (d) an employee who is working short-time may terminate his employment without giving notice;
- (e) the period of employment of a weekly paid employee ending on or before the second pay day subsequent to the date of commencing employment, or in the case of a monthly paid employee, the period of employment ending before or on the completion of two weeks after the date of commencing employment 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 the employee without notice.
- (2) An employee put off during the currency of any period of notice given in terms of sub-section (1) of this section shall receive full pay for such week.
- (3) No employer shall dismiss any employee by reason of such employee's absence from work on leave, the permission of the employer having been obtained in writing.
- (4) Absence from work without the permission of the employer for a period of six consecutive days, for any cause other than illness shall constitute a termination of any contract of service, but any absence which may be due to illness shall be treated as follows:—
 - (a) The employee shall produce, or he shall furnish to the employer within the said period of six days, a medical certificate certifying his inability to perform his usual work; and
 - (b) provided that the certificate is produced, or is furnished, to the employer within the period above prescribed, i.e. six days, the employer may—
 - (i) if he so desires, keep the employment open until the employee is able to resume his usual work;
 - (ii) if he is not prepared to do so, it shall be incumbent upon him to tender to such an employee on the day which concludes the working week of the establishment, one week's notice to terminate his employment; and
 - (iii) if the employee fails to return and work out such notice his employment shall be terminated at the end of that week of notice;
 - (c) should the employer fail to reserve such week's notice, after receiving a medical certificate from any employee concerned within the prescribed period of six days, he shall unless he decides to retain the services of the employee, be required to pay such employee a week's wages in lieu of notice.
- (5) Whenever an employer terminates the services of an employee in terms of sub-section (4) notice of such termination may be given by notifying the Secretary of the Council in writing. Any such notification to the Council shall be accompanied by the service card which the employer is required to hand to the employee in terms of section 17 (2) and any wages or other amounts due to the employee on such termination, for transmission to the employee on application.

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

15. PREMIUMS.

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

16. EXISTING CONTRACTS.

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

17. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT.

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

Onmiddellik na indiensneming moet die werkgewer in die ruimte bedoel vir „verdere ondervinding” die naam van sy fabriek, die datum van indiensneming, bedryf, loon by indiensneming invul en die kaart veilig bewaar sodat daaroor later ingevoegde subartikel (2) van hierdie artikel by diensbeëindiging van die werknemer beskik kan word.

(2) *Dienskaart aan werknemer by diensbeëindiging teruggee.*—By diensbeëindiging van ’n werknemer moet die werkgewer onmiddellik die orige besonderhede op die werknemer se dienskaart invul, nl. datum van vertrek, loon by vertrek en duur van diens. Die ingevulde kaart moet daarna geparafeer en by diensbeëindiging aan die werknemer teruggegee word.

(3) *Handelwyse wanneer werknemer nie dienskaart voorlê nie.*—Die werkgewer moet onmiddellik by indiensneming die voornemende werknemer ’n aansoek in die vorm van aanhangsel B van hierdie Ooreenkoms laat invul en dit aan die weeklikse opgawe heg van indiensnemings genoem in subartikel (4) hieronder.

(4) *Weeklikse opgawe van indiensneming en diensbeëindiging.*—Op of voor Vrydag van elke week moet die werkgewer ’n verslag in die vorm van aanhangsel C van hierdie Ooreenkoms betreffende alle indiensnemings en diensbeëindigings van werknemers ten opsigte van daardie week invul en aan die Raad stuur; met dien verstande dat, ingeval geen personeelveranderinge in ’n week plaasgevind het nie, geen opgawe ingedien hoef te word nie.

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

Die werkgewer moet ewe-eens aantekening van oorplasinge op die betrokke kaarte van elke betrokke werknemer maak.

18. VRYSTELLINGS.

(1) Die Raad kan, om enige goeie of voldoende rede, vrystelling aan enige persoon van enigeen van die bepalings van hierdie Ooreenkoms verleen; met dien verstande dat geen vrystelling van paragraaf (d) van subartikel (1) van artikel 8 van die Ooreenkoms verleen mag word ten opsigte van vroulike werknemers op handarbeid nie, uitgesonderd vir die doel om werk te doen wat nodig is as gevolg van ’n noodgeval ten einde die verlies van grondstowwe te voorkom wat prosesbehandeling ondergaan en wat onderhewig is aan vinnige ontbinding.

(2) Die Raad moet ten opsigte van ’n persoon aan wie vrystelling ingevolge subartikel (1) van hierdie artikel verleen word, die voorwaardes waarop en die tydperk waarvoor daardie vrystelling van krag is, vasstel; met dien verstande dat die Raad, na goeddunke, nadat een week skriftelike kennis aan die betrokke persoon gegee is, ’n vrystellingsertifikaat kan herroep, of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig die bepalings van hierdie artikel verleen word, ’n sertifikaat deur hom onderteken, uitreik, met vermelding van—

- (a) die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat ooreenkomstig die bepalings van subartikel (2) van hierdie artikel vasgestel is en waarop die vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

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

(5) Elke werkgewer en werknemer moet die bepalings van ’n vrystellingsertifikaat kragtens hierdie artikel nakom.

19. RAADFONDS.

In die fondse van die Raad wat berus by en beheer word deur die Raad, word as volg voorsien:—

Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, en op elke daaropvolgende betaaldag, moet elke werkgewer van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, vyf pennies aftrek. Die totale bedrag aldus afgetrek, tesame met ’n gelyke bedrag wat deur die werkgewer bygedra moet word, tesame met ’n opgawe in die vorm van Aanhangsel E van hierdie Ooreenkoms, moet maandeliks deur laasgenoemde op of voor die 7de van die maand aan die Sekretaris van die Raad gestuur word.

20. ORGANISASIE VAN WERKNEMERS.

(1) Elke werkgewer moet enige persoon of persone wat deur die vakvereniging en deur die Raad skriftelik daartoe gemagtig is, toelaat om sy inrigting van tyd tot tyd gedurende die middag-entensuur te betree, met die doel om—

- (a) die werknemers in verband met vakverenigingsake te onder-
vra;
- (b) nuwe lede te werf;
- (c) kennisgewings, deur die vakvereniging uitgegee, op te plak
en uit te deel;
- (d) ledegeld vir die vakvereniging in te vorder.

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

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

(3) *Procedure when Employee does not produce a Service Card.*—The employer shall forthwith upon engagement cause an application in the form of Annexure B to this Agreement to be completed by the prospective employee and shall attach same to the weekly return of engagements referred to in sub-section (4) hereunder.

(4) *Weekly Return of Engagement and Termination of Service.*—Not later than on Friday of each week the employer shall complete and transmit to the Council a record in the form of Annexure C to this Agreement of all engagements and terminations of service of employees in respect of that week; provided that where in any week no staff changes have been effected, no return need be submitted.

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

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

18. EXEMPTIONS.

(1) The Council may for any good or sufficient reason, grant to or in respect of any person exemption from any of the provisions of this Agreement; provided that no exemption shall be granted from paragraph (d) of sub-section (1) of section 8 of the Agreement in respect of female employees engaged in manual work, except for the purpose of performing work which is necessitated by an emergency or which is necessary to prevent the loss of raw materials in the course of treatment which are subject to rapid deterioration.

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

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

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

(4) The Secretary of the Council shall—

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

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

19. COUNCIL FUNDS.

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

On the first pay day after this Agreement comes into operation and on each pay day thereafter fivepence shall be deducted by each employer from the wages of each of his employees for whom minimum wages have been prescribed in this Agreement. The total amount so deducted, together with an equal amount which shall be contributed by the employer, together with a return in the form of Annexure E to this Agreement, shall be forwarded by the latter to the Secretary of the Council month by month not later than the 7th of the month.

20. ORGANISATION OF EMPLOYEES.

(1) Every employer shall permit any person or persons authorised thereto by the trade union and by the Council, in writing, to enter his establishment from time to time during the lunch-hour for the purpose of—

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

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

21. AGENTS.

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

22. EMPLOYMENT OF MINORS.

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

23. EMPLOYMENT OF TRADE UNION LABOUR.

No employer shall employ an employee who is not a member of the trade union, and no member of the trade union shall work for any employer who is not a member of the employers' organisation: provided that—

- (a) the provisions of this clause shall not apply to the employment in the Industry of any employee who has been refused membership by the trade union or who has been suspended or expelled from membership of the trade union or who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the union;
- (b) any employer who is or will be adversely affected by a refusal of membership may place his case before the Council, which may declare that notwithstanding such refusal, the provisions of this clause shall not preclude him from employing members of the trade union;
- (c) the provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Union of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the trade union to become a member of it, the provisions of this clause shall immediately come into operation.

24. 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.

Signed at Cape Town on behalf of the parties, this 12th day of December, 1955.

M. M. KELLER,
Chairman of the Council.

L. A. PETERSEN,
Vice-Chairman of the Council.

J. C. LESSING,
Assistant-Secretary of the Council.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP).

DIENSKAART.

Reg. No.

Voornaam.

Nuwe adres

Nuwe adres

REKORD VAN ONDERVINDING OP

maande

...dae.

p.w.

L.k.t.,

p.w.

Indien in diens as

namens *Sekretaris*.

Gesertifiseer ooreenkomstig Raad se rekords.

Datum:

Handtekening van werknemer

Datum

VERDERE ONDERVINDING.

[illegible]

OPMERKING.—By indiensneming moet hierdie kaart aan die werkgewer oorhandig word, wat die eerste drie kolomme moet invul en die kaart hou. Op die datum van vertrek moet die werkgewer die laaste kolomme invul en die kaart aan die werknemer teruggee.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE).

SERVICE CARD.

Reg. No. _____

Surname _____ First Name _____
 Address _____ New Address _____
 New Address _____ New Address _____

RECORD OF EXPERIENCE AS AT _____

_____ years _____ months _____ days. Basic wage _____ p.w. C.o.l.a. _____ p.w.
 If employed as _____

for Secretary.

Date _____ Certified in accordance with the Council's records.

Signature of Employee _____

Date _____

SUBSEQUENT EXPERIENCE.

Factory.	Date of engagement.	Wage.	Date of Leaving.	Wage.	Occupation.	LENGTH OF EMPLOYMENT.			Initials of Employer.
						Years.	Months.	Days.	

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

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP).

Hysers by Trafalgar Place is naaste aan
 Raad se kantoor, Kamer 635.

GRAND PARADE CENTRE (6DE VLOER),
 ADDERLEYSTRAAT, KAAPSTAD.
 Telefoon 2-9931.

AANSOEK OM WERKENEMER SE DIENSREKORDKAART.

Naam van Firma _____

LET WEL.—Hierdie vorm moet in tweevoud deur alle nuwelings in die Nywerheid ingevul word en deur alle ander persone wat daarna in diens geneem word en nie in staat is om 'n gesertifiseerde diensrekordkaart van die Raad voor te lê nie.

Naam van applikant _____

Voorheen bekend as _____

Woonadres _____

Ek, mnr./mev./mej. _____ verklaar

hierby dat ek _____ jaar oud is en dat ek die volgende ondervinding in die Hoedenywerheid gehad het:—

Naam van Fabriek.	Werk.	Tyd.		Totaal.
		Van.	Tot.	

Hierby verklaar ek dat bostaande verklaring na die beste van my wete waar en reg is.

Getuie.

Datum.

Handtekening van voornemende Werknemer.

(SLEGS VIR GEBRUIK DEUR RAAD.)

Totale bepaling van ondervinding _____ jaar _____ maande _____ dae.

Nagegaan deur _____ No. van diensrekordkaart uitgereik _____ Datum _____

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE).

Lifts at Trafalgar Place are nearest to
Council's Office, Room No. 635.

GRAND PARADE CENTRE (6TH FLOOR),
ADDERLEY STREET, CAPE TOWN,
Telephone 2-9931.

APPLICATION FOR EMPLOYEE'S SERVICE RECORD CARD.

Name of Firm _____

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

Name of Applicant _____

Formerly known as _____

Residential Address _____

I, Mr./Mrs./Miss _____ hereby
state that I am _____ years of age and have had the following experience in the Millinery Industry:—

Name of Factory.	Occupation.	PERIOD.		Total.
		From.	To.	

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

Witness. _____ Date. _____ Signature of Prospective Employee. _____
(FOR USE OF COUNCIL OFFICE ONLY.)
Total Assessment of Experience _____ years _____ months _____ days.
Checked by _____ No. of Service Record Card issued _____ Date _____

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP).

Die Sekretaris, Nywerheidsraad vir die Hoedenywerheid (Kaap), Posbus 1536, Kaapstad.

WEEKLIKSE OPGAWE VAN INDIENSNEMING EN DIENSBEEÏNDIGING.

Werkgewer _____
Adres _____

Week geëindig _____

DEEL I.—INDIENSNEMINGS.

Familiennaam (nooiensvan in hakies).	Voornaam (voluit).	* Ras.	† Geslag.	‡ Volwassene of jeugdige.	Datum van indiens- neming.	Ambag of werk.	BESOLDIGING.		W.V. Ver- dienste- groep.	Naam van vorige werk- gewer (indien enige).	Versekerings- fondsno. (indien enige).
							Loon.	Lewens- kostetoe- lac.			

DEEL II.—DIENSBEEÏNDIGING.

Datum van be- eindiging											

* B.—Blanke. K.—Kleurling. A.—Asiaat. N.—Naturel.

† M.—Manlik. V.—Vroulik.

‡ V.—Volwassene. J.—Jegydige.

Hierby sertifiseer ek dat bogenoemde persone op die genoemde datums in diens geneem en/of ontslaan is.

Handtekening van Werkgewer of Gemagtigde Agent.

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE).

The Secretary, Industrial Council for the
Millinery Industry (Cape), P.O. Box 1536, Cape Town.

WEEKLY RETURN OF ENGAGEMENTS AND TERMINATIONS OF SERVICE.

Week ended _____ Employer _____
Address _____

PART I.—ENGAGEMENTS.

Surname (Maiden Name to be given in brackets).	First Names (in full).	* Race.	† Sex.	‡ Adult or Juvenile.	Date Engaged.	Trade or Occupation.	REMUNERATION.		U.I. Earnings Group.	Name of Previous Employer (if any).	Insurance Fund No. (if any).
							Wage.	Cost of Living.			

PART II.—TERMINATION OF SERVICE.

					Date termina- ted.						

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

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

Signature of Employer or Authorised Agent.

AANHANGSEL D.

NYWERHEID VIR DIE HOEDENYWERHEID (KAAP).

Naam van fabriek _____

Die Sekretaris, Nywerheidsraad vir die Hoedenywerheid (Kaap), Posbus 1536, Kaapstad.

MAANDELIKSE OPGAWE VAN OORPLASINGS IN WERK.

Onderstaande is besonderhede oor werknemers wat gedurende die maand _____ 195____ van een werk na 'n ander oorgeplaas is.

Reg. No.	Familiennaam (in blokletters).	Voorname (eerste voluit).	Ge- slag.	Nooiensvan.	Ou werk.	Loon.	Datum van oorplasing.	Nuwe werk.	Loon.	Opmerkings.

Datum _____ 195____

Handtekening van Firma.

ANNEXURE D.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE).

Name of Factory _____

The Secretary, Industrial Council for the Millinery
Industry (Cape), P.O. Box 1536, Cape Town.

MONTHLY RETURN OF TRANSFERS IN OCCUPATION.

The following are particulars of employees who have been transferred in occupation during the month of _____ 195____

Reg. No.	Surname (in block letters).	Christian Names (first in full).	Sex.	Maiden Names.	Old Occupation.	Wage.	Date of Transfer.	New Occupation.	Wage.	Remarks.

Date _____ 195____

Signature of Firm.

AANHANGSEL E.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP).

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Aan Die SEKRETARIS,
NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP),
POSBUS 1536,
KAAPSTAD.

MENEER,

Ingeslote die bedrag van £ wat bydraes is kragtens artikel 19 van die Ooreenkoms vir die Hoedenywerheid.

Naam van firma

Adres

OPGAWE VAN WERKNEMERS.

Getal.

Datum.

vir week eindigende
vir week eindigende
vir week eindigende
vir week eindigende
vir week eindigende

TOTALE GETAL

werknemers teen 5d. per week vir weke £
Voeg by werkgewer se bydrae van 5d. per week per
werknemer £

£

Moet op of voor die 7de van elke maand aan die kantoor van die Raad gestuur word.

ANNEXURE E.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE).

195

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

DEAR SIR,

Enclosed please find the sum of £ representing contributions in terms of section 19 of the Millinery Agreement.

Name of Firm

Address

RETURN OF EMPLOYEES.

No.

Date.

for week ending
for week ending
for week ending
for week ending
for week ending

TOTAL No.

employees at 5d. per week for weeks £
Add employer's contribution of 5d. per week per
employee £

£

To be forwarded to the Office of the Council not later than the 7th of each month.

* No. 387.]

[2 Maart 1956.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

HOEDENYWERHEID, KAAP.

Ek, JOHANNES DE KLERK, 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, Kaap, bekendgemaak by Goewermenskennisgewing No. 386 van 2 Maart 1956, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van die genoemde Wet is nie.

J. DE KLERK,

Minister van Arbeid.

* No. 387.]

[2 March 1956.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

MILLINERY INDUSTRY, CAPE.

I, JOHANNES DE KLERK, Minister of Labour, hereby, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Millinery Industry, Cape, published under Government Notice No. 386 of the 2nd March, 1956, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,

Minister of Labour.