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[No. 173]

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID

No. 190.]

[9 Februarie 1962.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

HOEDENYWERHEID (KAAP).

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet of Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Hoedenywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 7 (3) (h), 20, 21 en 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde nywerheid in die landdrosdistrik die Kaap; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 7 (3) (h), 20, 21 en 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, in die landdrosdistrik die Kaap, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 190.]

[9 February 1962.

INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

MILLINERY INDUSTRY (CAPE).

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Millinery Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement excluding those contained in clauses 2, 7 (3) (h), 20, 21 and 23, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Magisterial District of the Cape; and
- (c) in terms of paragraph (a) of sub-section (3) 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 the period ending three years from the said second Monday, the provisions of the said Agreement, excluding those contained in clauses 2, 7 (3) (h), 20, 21 and 23, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

A. E. TROLLIP,
Minister of Labour.

BYLAË

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID
(KAAP).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, aangegaan tussen die

Millinery Association (Cape)

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

Garment Workers' Union of the Western Province

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

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik die Kaap nagekóm 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 drie jaar of vir sodanige tydperk as wat hy kan bepaal.

3. WOORDOMSKRYWINGS.

(1) Enige uitdrukings 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 Wet op Nywerheidsversoening, 1956;
- „blokker” 'n werknemer wat onbewerkte materiaal met die hand of met 'n masjien fasioeneer 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 stoomman en 'n versendingsklerk;
- „Raad” die Nywerheidsraad vir die Hoedenywerheid (Kaap), ingevolge 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 dienstyd 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:—

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

en omvat 'n verglanser en/of poleerder;

„oortyd” alle tyd wat bo die getal ure voorgeskryf in subartikel (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;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY
(CAPE).

AGREEMENT

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

Millinery Association (Cape)

(hereinafter referred to as “the employees” or “the trade union”), organisation”), of the one part, and the

Garment Workers' Union of the Western Province

(hereinafter referred to as “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 three years, 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, 1956, as amended;
- “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:—

- (a) Cleaning premises, utensils or other articles;
- (b) loading and/or unloading vehicles;
- (c) carrying, moving or stacking goods;
- (d) making and/or maintaining fires or removing refuse or ashes;
- (e) delivering or conveying letters, messages or other articles on foot or by means of a bicycle or propelled vehicle;
- (f) making tea or similar beverages;
- (g) 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-clause (1) of clause 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;

„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; „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 vrag en alle tye waarin dit van hom vereis word om op sy pos te wees, gereed om te bestuur; „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 tydperke 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 ingevolge ’n opdrag van die werkgewer 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 LEWENSKOSTETOELAAS.

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

„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;

„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;

„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 of 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 stocktaking;

„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 clause and clauses 6, 7, 18 and 19 of this Agreement, no employer shall pay and no employee shall accept wages and cost of living allowances at rates lower than the following:—

	Basiese loon.	Lewens-kostetoelaas.	Totaal per week.
	R c	R c	R c
Hoedemaker, gekwalifiseer.....	8 20	4 86	13 06
Hoedemaker, ongekwalifiseer, gedurende die—			
eerste dertien weke ondervinding.....	2 60	1 56	4 16
Tweede dertien weke ondervinding.....	2 90	1 63	4 53
Derde dertien weke ondervinding.....	3 25	1 99	5 24
Vierde dertien weke ondervinding.....	3 53	2 02	5 55
Vyfde dertien weke ondervinding.....	3 93	2 11	6 04
Sesde dertien weke ondervinding.....	4 30	2 38	6 68
Sewende dertien weke ondervinding.....	4 50	2 48	6 98
Agste dertien weke ondervinding.....	4 90	2 60	7 50
Negende dertien weke ondervinding.....	5 40	2 85	8 25
Tiende dertien weke ondervinding.....	5 95	3 15	9 10
Elfde dertien weke ondervinding.....	6 10	3 37	9 47
Twaalfde dertien weke ondervinding.....	6 45	3 64	10 09
Dertiende dertien weke ondervinding.....	6 63	3 67	10 30
Veertiende dertien weke ondervinding.....	6 83	4 01	10 84
Vyftiende dertien weke ondervinding.....	7 00	4 03	11 03
Sestiende dertien weke ondervinding.....	7 33	4 34	11 67
Sewentiende dertien weke ondervinding.....	7 50	4 37	11 87
Agtiende dertien weke ondervinding.....	7 65	4 42	12 07
Negentiende dertien weke ondervinding.....	8 00	4 66	12 66
Twintigste dertien weke ondervinding.....	8 03	4 86	12 89
Daarna.....	8 20	4 86	13 06
Blokker, manlik, gekwalifiseer.....	8 20	4 87	13 07
Blokker, manlik, ongekwalifiseer, gedurende die—			
Eerste dertien weke ondervinding.....	2 90	1 63	4 53
Tweede dertien weke ondervinding.....	3 25	1 99	5 24
Derde dertien weke ondervinding.....	3 53	2 02	5 55
Vierde dertien weke ondervinding.....	3 93	2 10	6 03
Vyfde dertien weke ondervinding.....	4 50	2 48	6 98
Sesde dertien weke ondervinding.....	5 40	2 85	8 25
Sewende dertien weke ondervinding.....	5 95	3 14	9 09
Agste dertien weke ondervinding.....	6 45	3 65	10 10
Negende dertien weke ondervinding.....	7 33	4 34	11 67
Tiende dertien weke ondervinding.....	8 00	4 66	12 66
Daarna.....	8 20	4 87	13 07

	Basiese loon.		Lewens-kostetoelae.		Total per week.	
	R	c	R	c	R	c
Vroulike blokker en manlike en vroulike opmaker, masjienwerker en verpakker, gekwalifiseer...	6	50	3	72	10	22
Vroulike blokker en manlike en vroulike opmaker, masjienwerker en verpakker, ongekwalifiseer, gedurende die—						
Eerste dertien weke ondervinding.....	2	60	1	56	4	16
Tweede dertien weke ondervinding.....	2	90	1	63	4	53
Derde dertien weke ondervinding.....	3	25	1	99	5	24
Vierde dertien weke ondervinding.....	3	53	2	02	5	55
Vyfde dertien weke ondervinding.....	3	93	2	11	6	04
Sesde dertien weke ondervinding.....	4	30	2	38	6	68
Sewende dertien weke ondervinding.....	4	50	2	48	6	98
Agste dertien weke ondervinding.....	4	90	2	60	7	50
Negende dertien weke ondervinding.....	5	40	2	85	8	25
Tiende dertien weke ondervinding.....	5	95	3	15	9	10
Daarna.....	6	50	3	72	10	22
Motorvoertuigdrywer:—						
(i) Wat 'n motorvoertuig dryf met onbelaste gewig tot en met 5,000 lb.....	6	63	3	67	10	30
(ii) Wat 'n motorvoertuig dryf met onbelaste gewig van meer as 5,000 lb.....	11	33	6	24	17	57
Arbeider—						
(i) Onder leeftyd van 18 jaar.....	3	15	1	63	4	78
(ii) 18 jaar en ouer.....	4	40	2	48	6	88
Wag.....	5	98	3	15	9	13

	Basic Wage.		Cost of Living Allowance.		Total per Week.	
	R	c	R	c	R	c
Milliner, qualified.....	8	20	4	86	13	06
Milliner, unqualified, during the—						
First thirteen weeks of experience.....	2	60	1	56	4	16
Second thirteen weeks of experience.....	2	90	1	63	4	53
Third thirteen weeks of experience.....	3	25	1	99	5	24
Fourth thirteen weeks of experience.....	3	53	2	02	5	55
Fifth thirteen weeks of experience.....	3	93	2	11	6	04
Sixth thirteen weeks of experience.....	4	30	2	38	6	68
Seventh thirteen weeks of experience.....	4	50	2	48	6	98
Eighth thirteen weeks of experience.....	4	90	2	60	7	50
Ninth thirteen weeks of experience.....	5	40	2	85	8	25
Tenth thirteen weeks of experience.....	5	95	3	15	9	10
Eleventh thirteen weeks of experience.....	6	10	3	37	9	47
Twelfth thirteen weeks of experience.....	6	45	3	64	10	09
Thirteenth thirteen weeks of experience.....	6	63	3	67	10	30
Fourteenth thirteen weeks of experience.....	6	83	4	01	10	84
Fifteenth thirteen weeks of experience.....	7	00	4	03	11	03
Sixteenth thirteen weeks of experience.....	7	33	4	34	11	67
Seventeenth thirteen weeks of experience.....	7	50	4	37	11	87
Eighteenth thirteen weeks of experience.....	7	65	4	42	12	07
Nineteenth thirteen weeks of experience.....	8	00	4	66	12	66
Twentieth thirteen weeks of experience.....	8	03	4	86	12	89
Thereafter.....	8	20	4	86	13	06
Blocker, male, qualified.....	8	20	4	87	13	07
Blocker, male, unqualified, during the—						
First thirteen weeks of experience.....	2	90	1	63	4	53
Second thirteen weeks of experience.....	3	25	1	99	5	24
Third thirteen weeks of experience.....	3	53	2	02	5	55
Fourth thirteen weeks of experience.....	3	93	2	10	6	03
Fifth thirteen weeks of experience.....	4	50	2	48	6	98
Sixth thirteen weeks of experience.....	5	40	2	85	8	25
Seventh thirteen weeks of experience.....	5	95	3	14	9	09
Eighth thirteen weeks of experience.....	6	45	3	65	10	10
Ninth thirteen weeks of experience.....	7	33	4	34	11	67
Tenth thirteen weeks of experience.....	8	00	4	66	12	66
Thereafter.....	8	20	4	87	13	07
Female blocker and male and female trimmer, machinist and packer, qualified.....	6	50	3	72	10	22
Female blocker, and male and female trimmer, machinist and packer, unqualified, during the—						
First thirteen weeks of experience.....	2	60	1	56	4	16
Second thirteen weeks of experience.....	2	90	1	63	4	53
Third thirteen weeks of experience.....	3	25	1	99	5	24
Fourth thirteen weeks of experience.....	3	53	2	02	5	55
Fifth thirteen weeks of experience.....	3	93	2	11	6	04
Sixth thirteen weeks of experience.....	4	30	2	38	6	68
Seventh thirteen weeks of experience.....	4	50	2	48	6	98
Eighth thirteen weeks of experience.....	4	90	2	60	7	50
Ninth thirteen weeks of experience.....	5	40	2	85	8	25
Tenth thirteen weeks of experience.....	5	95	3	15	9	10
Thereafter.....	6	50	3	72	10	22
Motor vehicle driver:—						
(i) Driving a motor vehicle of unladen weight up to and including 5,000 lb.....	6	63	3	67	10	30
(ii) Driving a motor vehicle of unladen weight exceeding 5,000 lb.....	11	33	6	24	17	57
Labourer:—						
(i) Under the age of 18 years.....	3	15	1	63	4	78
(ii) Of the age of 18 and over.....	4	40	2	48	6	88
Watchman.....	5	98	3	15	9	13

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

(2) Behoudens die bepalings van subklousule (7) van hierdie klousule, moet dit vir die doel van die vasstelling van die loon wat aan 'n werknemer ingevolge subklousule (1) van hierdie klousule 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 subklousule (1) van hierdie klousule voorgeskryf, moet 'n werkgewer aan elk van sy werknemers vir wie 'n loon voorgeskryf word, 'n lewenskostetoelae betaal van minstens die bedrag aangetoon in die genoemde subklousule, of die toelae betaalbaar ingevolge Oorlogsmaatreël 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 lewenskostetoelae afgetrek word nie, maar moet by die voorgeskrywe 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 enigiemand van sy werknemers 'n lewenskostetoelae betaal het wat hoër was as dié voorgeskryf in hierdie artikel moet voortgaan om sodanige werknemer of werknemers sodanige hoër toelae of toelae te betaal; en

(c) ingeval die toelae wat ingevolge die genoemde Oorlogsmaatreël, 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 sodat dié toelae voorgeskryf in subklousule (1) van klousule 4 van hierdie Ooreenkoms oorskry, moet die toelae in subklousule (1) van klousule 4 aangetoon, verhoog word tot die ooreenstemmende Oorlogsmaatreël.

(4) Geen aftrekking mag van die lewenskostetoelae wat ingevolge subklousules (1) en (3) van hierdie klousule 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 lewenskostetoelae 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 klousule vasgestel, betaal is of betaal kan word nie, en die werknemer is geregtig op '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 dienstydsperk 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 subklousule (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 subklousule (1) op ondervinding, geslag of ouderdom berus, die bepalings van hierdie artikel nie van toepassing is nie.

5. TAARKWERK EN STUK- OF AANSPORINGSWERK.

(1) Taarkwerk 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 stukwerkskaal 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 uiteengesit 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 loonaansporingsstelsel 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 loonaansporingsstelsel teweeggebring mag word gedurende 'n proeftyd van hoogstens drie maande van die datum af waarop met sodanige aansporingsstelsel 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-clause (7) of this clause for the purpose of ascertaining the wage payable to an employee in terms of sub-clause (1) of this clause, 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-clause (1) of this clause, 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-clause 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 clause, shall continue to pay such employee or employees, such higher allowance or allowances; and

(c) should the allowances 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 so as to exceed the allowances prescribed in sub-clause (1) of clause 4 of this Agreement, the allowances shown in sub-clause (1) of clause 4 shall be increased to the corresponding War Measure rate.

(4) No deduction shall be made from the cost of living allowance payable in terms of sub-clauses (1) and (3) of this clause; 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 of this Agreement comes into operation, was or may be paid wages at a rate higher than the minimum rate provided in this clause, 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-clause (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-clause (1) based on experience, sex or age, the provisions of this clause 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 clause.

(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 klousule 4 van dié Ooreenkoms geregtig sou gewees het as hy slegs as 'n tydwerker in diens was nie, maar geen lewenskostetoelae is betaalbaar of 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 oggendwerkdagperk 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 subklousule (5) van klousule 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 gevang van die geval, maandelikse betaaldag van die betrokke inrigting eindig nie, moet alie bedrae wat aan hom verskuldig is, onmiddellik by sodanige beëindiging 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 ploeg of spanne georganiseer is, moet die werkgever in wie se inrigting die werk verrig word, of sy verteenwoordiger, aan elke werknemer sy verdienste uitbetaal.

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

- (a) behalwe waar daar anders in hierdie Ooreenkoms bepaal word, as 'n werknemer van die werk afwesig is, behalwe op las of op versoek van sy werkgever, 'n eweredige bedrag vir die tyd wat werklik 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 klousule 11 van hierdie Ooreenkoms, as die werkgever sy inrigting gedurende die maande Desember en/of Januarie sluit vir die vakansieresse, die werkgever nie verplig is om loon vir die tyd wat verloor word, te betaal nie;
- (d) met die skriftelike toestemming van die werknemer, die werkgever bedrae kan aftrek vir versekerings- of pensioenfondse, of vir kontantvoorskotte wat deur sy werkgever aan die werknemer gegee is;
- (e) bydraes aan die Raadsfonds ooreenkomstig klousule 19 en bydraes aan die siektefonds ooreenkomstig klousule 25 van hierdie Ooreenkoms deur die werkgever afgetrek moet word;
- (f) as daar weens stopsetting van masjinerie geen werk vir 'n werknemer beskikbaar is nie, die werkgever slegs vir tyd wat bo twee uur verloor is, 'n aftrekking van daardie werknemer se loon kan maak;
- (g) enige bedrag wat 'n werkgever ingevolge 'n wet, ordonnansie of regsgeeding verplig was om ten behoeve van die werknemer te betaal, afgetrek kan word;
- (h) met die skriftelike toestemming van die werknemer, aftrekkings vir bydraes aan die fondse van die vakunie deur sy werkgever gedoen kan word.

(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 clause 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-clause.

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-clause (5) of clause 14 of this Agreement, wages and other amounts due to an employee shall be paid in cash weekly and not later than 15 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 15 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-clause shall be made not later than 15 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) except where otherwise provided in this Agreement whenever an employee is absent from work, other than on the instructions or at the request of his employer, 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 clause 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 cash advanced to the employee by his employer;
- (e) contributions to the Council's funds in terms of clause 19 and contributions to the sick fund in terms of clause 25 of this Agreement, shall be deducted by the employer;
- (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;
- (h) with the written consent of the employee deductions may be made for contributions to the funds of the trade union by his employer.

8. WERKURE.

- (1) Geen werkgewer kan 'n werknemer verplig of toelaat—
- om meer as 42½ uur, uitgesonderd etensonderbrekings, per week te werk nie;
 - om meer as 8½ uur, uitgesonderd etensonderbrekings per dag te werk nie;
 - 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 werktydperke wat deur 'n tussenpoos van minder as een uur onderbreek word, ononderbroke is;
 - wat 'n vrou is, om tussen 6 nm. en 7.30 vm. te werk nie.
- (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 subklousule (1) van hierdie klousule, moet dit beskou word dat 'n werknemer wat nie op 'n vakansiedag wat in subklousule (3) (a) van klousule 10 genoem word, gewerk het nie, sy gemiddelde gewone werkure op daardie dag gewerk het.

9. OORTYD.

- (1) Ondanks die bepalings van paragrawe (a) en (b) van subklousule (1) van klousule 8, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om in 'n week 'n totale tydperk van oortyd te werk van hoogstens—
- tien uur; of
 - '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:—
- Meer as twee uur per dag;
 - op meer as drie agtervolgende dae;
 - op meer as 60 dae per jaar;
 - meer as een uur op enige dag na voltooiing van haar gewone werkure, tensy hy—
 - sodanige werknemer voor die middaguur daarvan in kennis gestel het; of
 - sodanige werknemer van 'n toereikende ete voorsien het voordat sy met oortyd moet begin;
 - sodanige werknemer betyds 'n voorgeskrewe toelae van minsten 15 sent 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, SONDAG 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 subklousule (2) van klousule 9 betaal word.
- (2) *Werk op Sondag.*—Geen werk mag op Sondag verrig word sonder dat die toestemming van die Raad vooraf verkry is nie. Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer—
- hom minstens twee maal die loon betaal wat aan hom betaalbaar is ten opsigte van die tydperk deur hom op 'n weekdag gewerk, of teen 'n skaal van minstens twee maal sy gewone loon ten opsigte van die totale tydperk op sodanige Sondag gewerk, naamlik die grootste bedrag; of
 - hom een en 'n derde maal sy weekloon betaal, gedeel deur 42½, vir elke uur of gedeelte van 'n uur deur hom op sodanige dag gewerk en hom een dag verlof binne sewe dae vanaf sodanige Sondag toestaan en hom ten opsigte daarvan minstens sy dagloon betaal.
- (3) *Openbare vakansiedae.* (a) *Besoldigde openbare vakansiedae.*—'n Werknemer is geregtig op verlof met volle besoldiging en lewenskostoelae ten opsigte van ondergenoemde openbare vakansiedae en ingeval hy verplig is of toegelaat word om op enigeen van dié vakansiedae te werk, moet hy, benewens sy gewone loon en lewenskostoelae ten opsigte van die vakansiedag, slegs lône teen gewone tyd ten opsigte van die ure aldus gewerk, betaal word:—

Goëie Vrydag, Paasmaandag, Van Riebeeckdag, Hemelvaartdag, Setlaarsdag, Gelofte dag, Republiekdag, Gesinsdag, Kersdag en Nuwejaarsdag.

8. HOURS OF WORK.

- (1) No employer shall require or permit an employee—
- to work for more than 42½ hours, excluding meal time in any one week;
 - to work for more than eight and one-half hours, excluding meal time on any one day;
 - 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;
 - who is a female to work between 6 p.m. and 7.30 a.m.
- (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-clause (1) of this clause, an employee who does not work on any holiday referred to in sub-clause (3) (a) of clause 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-clause (1) of clause 8, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—
- ten hours; or
 - 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—
- for more than two hours on any day;
 - on more than three consecutive days;
 - on more than 60 days in any year;
 - after completion of her ordinary working hours for more than one hour on any day unless he has—
 - given notice thereof to such employee before midday; or
 - provided such employee with an adequate meal before she has to commence overtime; or
 - paid such employee a prescribed allowance of not less than 15 cents 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-clause (2) of clause 9.
- (2) *Sunday Work.*—No work shall be performed on a Sunday without the prior permission of the Council. Whenever an employee works on a Sunday, his employer shall—
- pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a weekday, or at a rate not less than double his ordinary rate of wages in respect of the total period worked on such Sunday, whichever is the greater; or
 - pay to him one and one-third times his weekly wage divided by 42½ for each hour or part of an hour worked by him on such day and grant him one day's leave within seven days of such Sunday and pay him in respect thereof not less than his daily wage.
- (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, Van Riebeeck Day, Ascension Day, Settlers' Day, Day of the Covenant, Republic Day, Family Day, Christmas Day and New Year's Day.

(b) Openbare vakansiedae sonder besoldiging:

Krugerdag.—Waar 'n werknemer gelas word om hom nie vir werk op Krugerdag aan te meld nie, en behoudens die feit dat minstens 75 persent van die werknemers in 'n inrigting instem dat die werkgewer sy inrigting op daardie dag sluit, moet die gewone lewenskostoelae vir daardie dag betaal word aan die werknemer ten opsigte van daardie dag, en die werkgewer kan van die loon van die werknemer 'n bedrag aftrek gelyk aan sy gewone loon ten opsigte die gewone getal werkure wat hy op daardie dag sou gewerk het, en vir die toepassing van voorbehoud (d) in klousule 14 (1) mag dit nie as korttyd beskou word nie.

Indien die werknemer egter verplig of toegelaat word om op sodanige dag te werk, moet hy sy gewone lewenskostoelae vir daardie dag betaal word asook sy gewone loon teen gewone tyd ten opsigte van die ure aldus gewerk.

Tweede Kersdag.—Tweede Kersdag, wat binne die tydperk val waarin die inrigting gesluit is vir die jaarlikse vakansietyd, moet vir die toepassing van klousule 11 (1) (i) (a) as 'n „gewone werkdag” beskou word.

'n Werknemer is geregtig op sy volle loon en lewenskostoelae ten opsigte van sodanige dag.

(c) Paasnaweek.—Geen werk mag na 1 nm. verrig word op die dag wat Goeie Vrydag onmiddellik voorafgaan nie, en die werknemers moet die middag vrygegee word as 'n vakansiehalfdag met besoldiging, met dien verstande dat geen besoldiging hierkragtens verskuldig is nie tensy die werknemer werklik in die inrigting aanwesig is gedurende die oggendwerktydperk.

Vir sodanige agtermiddag moet die werknemer volle besoldiging ontvang ten opsigte van die ure wat normaalweg op Donderdag-agtermiddag verrig word. Waar daar op sodanige vakansiehalfdag met besoldiging gewerk word, moet die werknemers, benewens besoldiging vir sodanige vakansiehalfdag, besoldiging ontvang vir tyd na 1 nm. gewerk, teen oortydtarie.

(4) Besoldiging kragtens die bepaling van hierdie klousule 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 ononderbroke diens by sy werkgewer 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 werkdag met volle loon en lewenskostoelae.

(b) Kersdag en Nuwejaarsdag as besoldigde openbare vakansiedae ingevolge klousule 10 (3) van hierdie Ooreenkoms.

(c) As Geloftedag binne die tydperk van jaarlikse verlof val, moet dit ingevolge klousule 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 werkgewer 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 lewenskostoelae); 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 lewenskostoelae) 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 lewenskostoelae) 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 lewenskostoelae toegestaan word op Goeie Vrydag, Paasmaandag, Van Riebeeckdag, Hemelvaartdag, Setlaarsdag, Republiekdag, Gesinsdag 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 die 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.

(b) Unpaid Public Holidays:

Kruger Day.—Where an employee is instructed not to report for work on Kruger Day and subject to not less than 75 per cent of the employees in any establishment consenting to the employer closing his establishment on that day, the normal cost of living allowance for that day shall be paid to the employee in respect of such day, and the employer may deduct from the wage of the employee an amount equal to his normal wage in respect of the normal hours he would have worked on such day and this shall not be considered as short-time for the purposes of proviso (d) to clause 14 (1).

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.

Boxing Day.—Boxing Day, which falls within the period during which the establishment is closed for the annual holiday period, shall be regarded as an "ordinary working day" for the purposes of Clause 11 (1) (i) (a).

An employee shall be entitled to his full wage and cost-of-living allowance in respect of such day.

(c) **Easter Week-end.**—No work shall be performed after 1 p.m. on the day immediately preceding Good Friday and the employees shall be granted the afternoon off as a paid half-holiday, provided no payment in terms hereof shall be due unless the employee is actually in attendance at the establishment during the morning work period.

The employee shall receive for such afternoon full pay in respect of the hours normally worked on Thursday afternoons. Where work is performed on such paid half-holiday, the employees shall, in addition to payment for such half-holiday, receive payment for time worked after 1 p.m. at overtime rates.

(4) Remuneration payable in terms of any of the provisions of this clause 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) Thirteen 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 clause 10 (3) of this Agreement;

(c) When the Day of the Covenant falls within the period of annual leave it shall be in accordance with clause 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, Van Riebeeck Day, Ascension Day, Settlers' Day, Republic Day, Family Day 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-clause, 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) As 'n werknemer op Goeie Vrydag, Paasmaandag, Hemelvaartdag, Setlaarsdag, Gelofte-dag, Republiekdag, Gesinsdag, Van Riebeeckdag, Kersdag of Nuwejaarsdag werk, moet sy werkgewer 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 enigié van die besoldigde vakansiedae genoem in subklousules (1) en (2) van hierdie klousule, op 'n Saterdag val, moet 'n werkgewer 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 subklousule (2) (v) plus, boonop, 1½ maal sy uurloon vir elke uur op dié Saterdag gewerk.

(3) *Besoldiging vir verlof.*—Die werkgewer moet aan sy werknemer vir wie verlof ingevolge subklousule (1) van hierdie klousule 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 subklousule (1) of subklousule (2) van hierdie klousule 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 dienstyd 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.

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

(a) die datum waarop die werknemer by die werkgewer 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 werkgewer afgetrek word wanneer die kwalifiseerdienstyd vir jaarlikse verlof ingevolge subklousule (1) van hierdie klousule bereken word nie.

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

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

(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 vredestdyse opleiding kragtens die Verdedigingswet, 1957, meemaak nie.

(9) Enige tydperk waarin 'n werknemer—

(a) kragtens subklousule (1) van hierdie klousule met verlof is; of

(b) vredestdyse opleiding kragtens die Verdedigingswet, 1957, meemaak; of

(c) op las of op versoek van die werkgewer 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 werkgewer 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 subklousules (1) en (2) van hierdie klousule as diens beskou word; met dien verstande dat—

(i) die bepalings van paragraaf (d) van hierdie klousule 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 werkgewer om so 'n sertifikaat gevra het, aan die werkgewer '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 werkgewer kragtens 'n landwet 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.

(iii) Whenever an employee works on Good Friday, Easter Monday, Ascension Day, Settlers' Day, Republic Day, Family Day, Van Riebeeck Day, 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 a 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-clauses (1) and (2) of this clause 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 on a paid holiday falling on a Saturday payment for any such day shall be in terms of sub-clause (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-clause (1) of this clause 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-clause (1) or sub-clause (2) of this clause 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 clause, 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) For the purpose of this clause, 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-clause (1) of this clause.

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

(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-clause (1) of this clause.

(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 military training under the Defence Act, 1957.

(9) Any period during which an employee—

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

(b) undergoes military training under the Defence Act, 1957; 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-clause shall cease to apply as from the date fixed by the Industrial Council;

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

(i) the provision of paragraph (d) of this sub-clause 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. BUITEWERK.

(1) Geen werkgewer 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 klousule 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 werkgewer voorsien, uitgerus, onderhou en gekontroleer word, te verrig nie.

(2) Vir die toepassing van hierdie klousule omvat 'n „werkgewer in die Nywerheid” 'n persoon wat nie self 'n vervaardiger is nie, maar wat werk uitbestee aan ander wat, as die gedoen word op die perseel van die persoon wat die werk uitbestee, werk sou wees binne die Hoedenywerheid soos omskryf. Vir die toepassing van hierdie subklousule omvat „werk uitbestee” die uitreiking van materiaal met die doel om sodanige materiaal opgemaak te kry in dames- of meisiehoede of onderdele van dames- en meisiehoede en omvat dit die verandering en/of heelmaak daarvan, behalwe veranderings wat deel uitmaak van die verkoop van 'n hoed in 'n winkel.

13. REGISTRASIE VAN WERKWINKEL.

Elke houer 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 werkgewer 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 perseel 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 direkteur.

Die Sekretaris van die Raad moet daarna 'n registrasiesertifikaat wat deur hom onderteken is, aan die houer van die werkwinkel uitreik. Hoedemakery 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.

14. DIENSBEEÏNDIGING.

(1) Behoudens subklousules (2), (4) en (5) van hierdie klousule, 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 of werknemer die kontrak sonder kennisgewing mag beëindig deur aan die werknemer 'n loon te betaal, of aan die werkgewer 'n loon te verbeur, na gelang van die geval, in plaas van een week of twee weke se kennisgewing, na gelang van die geval, in plaas van die kennisgewing waarvoor ooreengekom is kragtens voorbehoud (b) hierbo;

(d) 'n werknemer wat korttyd werk, sy diens sonder diensopsegging kan beëindig;

(e) 'n weekliks besoldigde werknemer se diens tyd 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 'n tydperk van diensopsegging wat kragtens subklousule (1) van hierdie klousule 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 voorleë of aan hom stuur; en

12. OUTWORK.

(1) No employer in the industry shall give out work to be manufactured except in a factory as defined in the Factories, Machinery and Building Work Act, 1941, or in a workshop registered in terms of clause 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.

(2) For the purpose of this clause, an “employer in the Industry” shall include a person who is not himself a manufacturer, but who gives out work to others which, if performed on the premises of the person giving out the work, would constitute work within the Millinery Industry as defined. For the purposes of this sub-clause “giving out work” shall include the issue of materials for the purpose of having such materials made up into ladies' or girls' hats or portions of ladies' or girls' hats and shall include the alteration and/or repair thereof except the alteration done incidentally to the sale of a hat in a shop.

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 clause, 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. TERMINATION OF EMPLOYMENT.

(1) Subject to the provisions of sub-clauses (2), (4) and (5) of this clause, 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 weeks' 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 week's notice or two weeks' notice as the case may be or side;

and provided further—

(c) an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer as the case may be, wages in lieu of one week's notice or two week's notice as the case may be or in lieu of the notice agreed upon in terms of proviso (b) above;

(d) an employee who is working short-time may terminate his 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-clause (1) of this clause shall receive full pay for such week.

(3) No employer shall dismiss any employee by reason of such employee's absence from work 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 calendar 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 calendar days, a medical certificate certifying his inability to perform his usual work; and

- (b) mits die sertifikaat binne die voorgeskrewe tydperk, t.w. ses dae, aan die werkgewer voorgelê of gestuur word, kan die werkgewer—
- as hy dit wil doen, die pos oophou totdat die werknemer in staat is om sy gewone werk te hervat; of
 - 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
 - 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 subklousule (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 klousule 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 subklousule is *mutatis mutandis* op enige diensbeëindiging kragtens subklousule (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 DIENSBEËINDIGING.

(1) *Dienskaart moet by indiënsneming 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.

Onmiddellik na indiënsneming moet die werkgewer in die ruimte bedoel vir „verdere ondervinding” die naam van sy fabriek, die datum van indiënsneming bedryf, loon by indiënsneming invul en die kaart veilig bewaar sodat daar later ingevolge subklousule (2) van hierdie klousule by diensbeëindiging van die werknemer beskik kan word.

(2) *Dienskaart aan werknemer by diensbeëindiging teruggee.*—By indiënsneming 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 indiënsneming die voornemende werknemer 'n aansoek in die vorm van Aanhangsel B van hierdie Ooreenkoms laat invul en dit aan die weeklikse opgewaagde heg van indiënsnemings genoem in subklousule (4) hieronder.

(4) *Maandelikse opgewaagde van indiënsneming en diensbeëindiging.*—Op of voor die laaste dag van elke maand moet die werkgewer 'n verslag in die vorm van aanhangsel C van hierdie Ooreenkoms betreffende alle indiënsnemings en diensbeëindigings van werknemers ten opsigte van daardie maand invul en aan die Raad stuur; met dien verstande dat, ingeval geen personeelveranderinge in 'n maand plaasgevind het nie, geen opgewaagde 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.

(6) *Verpligte X-straalondersoek van nuwe werknemers in die Nywerheid en jaarlikse ondersoek van werknemers.*—Geen persoon wat nie voorheen in diens by die Nywerheid was, mag deur 'n werkgewer in diens geneem word na die datum waarop hierdie Ooreenkoms van krag word nie, tensy die werkgewer 'n doktersertifikaat vir diensgeskiktheid van die Tuberkuloseklyniek van die Munisipaliteit van Kaapstad of voor die indiënsneming of binne vier weke vanaf die datum van indiënsneming verkry het.

Daarbenewens moet elke werkgewer een keer elke jaar, nadat hierdie Ooreenkoms van krag word, elkeen van sy werknemers laat ondersoek by die Tuberkuloseklyniek van die Munisipaliteit Kaapstad en, onderworpe aan die bepalinge van klousule 14 van hierdie Ooreenkoms, moet geen werkgewer voortgaan om enige sodanige werknemer in diens te hou of te neem nie, tensy die werkgewer 'n diensgeskiktheidsertifikaat van die genoemde kliniek binne vier weke vanaf die datum waarop die werknemer so geundersoek is, verkry het.

(b) provided that the certificate is produced or is furnished to the employer within the period above prescribed, i.e., six calendar days, the employer may—

- if he so desires, keep the employment open until the employee is able to resume his usual work;
- 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
- 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 calendar 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-clause (4) notice of such termination may be given by notifying the Secretary of the Council, in writing. Any such notification to the Council shall be accompanied by the service card which the employer is required to hand to the employee in terms of clause 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-clause shall *mutatis mutandis* apply to any termination of employment in terms of sub-clause (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.

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-clause (2) of this clause 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 initialled 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-clause (4) hereunder.

(4) *Monthly Return of Engagements and Terminations of Service.*—Not later than on the last day of each month the employer shall complete and transmit to the Council and the sick fund a record in the form of Annexure C to this Agreement of all engagements and terminations of service of employees in respect of that month, provided that where in any month no staff changes have been effected, no returns 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.

(6) *Compulsory X-Ray Examination of New Entrants into the Industry and Annual Examination of Employees.*—No person who has not previously been employed in the industry shall be employed by an employer after the date of coming into operation of this Agreement unless a medical certificate of fitness for employment has been obtained by the employer from the Tuberculosis Clinic of the Cape Town Municipality either prior to engagement or within four weeks from the date of engagement.

In addition every employer shall once every calendar year, after this Agreement comes into operation, cause each of his employees to be examined by the Tuberculosis Clinic of the Cape Town Municipality and, subject to the provisions of clause 14 of this Agreement, no employer shall continue to employ any such employee unless a certificate of fitness of employment has been obtained by the employer from the said clinic within four weeks from the date the employee has been so examined.

Die doktersertifikaat moet in die vorm voorgeskryf in Aanhangsel F van hierdie Ooreenkoms wees en moet gestuur word aan die sekretaris van die siekefonds.

18. VRYSTELLINGS.

(1) Die Raad kan, om enige goeie of voldoende rede, vrystelling aan enige persoon van eenigen van die bepalings van hierdie Ooreenkoms verleen; met dien verstande dat geen vrystelling van paragraaf (d) van subklousule (1) van klousule 8 van die Ooreenkoms verleen mag word ten opsigte van vroulike werknemers op hande-arbeid 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 subklousule (1) van hierdie klousule verleen word, die voorwaardes waarop en die tydperk waarvoor daardie vrystelling van krag is, vasstel; met dien verstande dat die Raad, na goeie dink, 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 ooreenkomsdig die bepalings van hierdie artikel verleen word, 'n sertifikaat deur hom onderteken, uitreik, met vermelding van—

- die naam van die betrokke persoon voluit;
 - die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - die voorwaardes wat ooreenkomsdig die bepalings van subklousule (2) van hierdie klousule vasgestel is en waarop die vrystelling verleen word; en
 - die tydperk waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- alle sertifikate, wat uitgereik word, in volgorde nummer; en
 - van elke sertifikaat wat uitgereik word, 'n afskrif bewaar; en
 - 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 klousule nakom.

19. RAADSFONDS.

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, vier sent 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 beampde of lid van die vakvereniging wat deur die vakvereniging en deur die Raad skriftelik daartoe gemagtig is, toelaat om sy inrigting van tyd tot tyd gedurende die middagetensuur te betree, met die doel om—

- die werknemers in verband met vakverenigingsake te ondervra;
- nuwe lede te werf;
- kennissgewings, deur die vakvereniging uitgegee, op te plak en uit te deel;
- ledegeld vir die vakvereniging in te vorder.

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

21. AGENTE.

Die Raad moet een of meer aangewese persone aanstel as agente om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Elke werkgewer en elke werknemer is verplig om daardie agente toe te laat om sodanige navrae te doen en sodanige boeke en/of dokumente te ondersoek en om sodanige persone te ondervra as wat vir hierdie doel nodig mag wees.

22. INDIENSNEMING VAN MINDERJARIGES.

Niemand onder die ouderdom van 15 jaar mag in die Hoederywerheid in diens wees nie.

23. INDIENSNEMING VAN VAKVERENIGINGARBEID.

Geen werkgewer mag 'n werknemer in diens neem wat nie 'n lid van die vakvereniging is nie, en geen lid van die vakvereniging mag vir enige werkgewer werk wat nie lid van die werkgewers-organisasie is nie; met dien verstande dat—

- die bepalings van hierdie klousule nie van toepassing is op die indiensneming in die Nywerheid van enige werknemer wat lidmaatskap deur die vakvereniging geweier is of wat as lid van die vakvereniging geskors of uitgesit is, of wat, na die mening van die Minister, goeie rede het om te weier om lid van die vakvereniging te word of te bly nie;

The medical certificate shall be in the form prescribed in Annexure F of this Agreement and shall be transmitted to the Secretary of the Sick Fund.

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

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

- the full name of the person concerned;
 - the provisions of the Agreement from which exemption is granted;
 - the conditions fixed in accordance with the provisions of sub-clause (2) of this clause, subject to which such exemption is granted; and
 - the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- number consecutively all licences issued; and
 - retain a copy of each licence issued; and
 - 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 clause.

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 day after this Agreement comes into operation and on each pay day thereafter four cents 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 following month.

20. ORGANISATION OF EMPLOYERS.

(1) Every employer shall permit any official or member of the trade union 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—

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

(2) The authorised official or member of the trade union 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 enquiries and to examine such books and/or documents and in 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 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—

- 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) enige werkgever wat nadelig geraak word of geraak sal word deur 'n weiering van lidmaatskap, mag sy saak voor die Raad stel, wat kan verklaar dat die bepalings van hierdie klousule, ondanks sodanige weiering, hom nie mag verbied om lede van die vakvereniging in diens te neem nie;
- (c) die bepalings van die klousule nie gedurende die eerste jaar na sy aankoms in die Unie van Suid-Afrika op 'n immigrant van toepassing is nie; met dien verstande dat as enige immigrant te eniger tyd na die eerste drie maande nadat sy diens in die Nywerheid begin het, enige uitnodiging van die vakvereniging om lid daarvan te word, van die hand gewys het, die bepalings van die klousule onmiddellik in werking tree.

24. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale, in die vorm voorgeskryf by die regulasies ingevolge die Wet, in sy inrigting vertoon hou op 'n plek wat maklik deur sy werknemers bekombaar is.

25. SIEKTEBYSTANDSFONDS.

(1) Daar word hierby 'n siektebystandsfonds gestig wat as die Siektebystandsfonds vir die Hoedenywerheid, Kaap, oorspronklik ingestel by Goewernementskennisgewing No. 369 van 7 Maart 1958, bekend sal staan en word hieronder „die Fonds” genoem, om voorsiening te maak vir die betaling van bystand aan werknemers gedurende tydperke van afwesigheid van die werk weens siekte.

Die fonds bestaan uit die volgende:—

- (i) Bydraes wat in die fonds inbetaal word ingevolge hierdie Ooreenkoms;
- (ii) rente op enige belegging van enige geld van die fonds;
- (iii) enige ander bedrae waarop die fonds geregtig word.

(2) Die fonds word geadmistreer volgens en ingevolge die reëls van genoemde fonds soos deur die Raad goedgekeur, deur 'n Bestuurskomitee, hieronder die komitee genoem, wat deur die Raad saamgestel is op 'n behoorlik gekonstitueerde vergadering van die Raad en bestaan uit een verteenwoordiger van die werkgevers en een verteenwoordiger van die werknemers op die Raad, met die Voorsitter en Ondervoorsitter van die Raad as *ex officio* lede. Vir elke verteenwoordiger wat aangestel word, moet daar 'n plaasvervanger aangestel word op die wyse bepaal in artikel 5 (1) van die konstitusie van die Raad, soos gewysig. 'n Gesalarieerde sekretaris wat ook die sekretaris van die fonds is, moet deur die komitee aangestel word.

(3) Een afskrif van die reëls van genoemde fonds en enige wysigings daarvan moet deur die Sekretaris van die Raad gehou word; en 'n afskrif van genoemde reëls en enige wysiging daarvan moet deur die Sekretaris van die Raad by die Sekretaris van Arbeid ingedien word.

(4) (a) Vir die doel van sodanige fonds moet elke werkgever elke week van die lone van elkeen van sy werknemers, hieronder die „bydraer” genoem, vir wie minimum lone in hierdie Ooreenkoms voorgeskryf is en wat gedurende sodanige week minstens een volle dag gewerk het, die volgende aftrek:—

- (i) in die geval van 'n werknemer wat 'n basiese loon van minder as R4.05 per week verdien, drie sent;
- (ii) in die geval van 'n werknemer wat 'n basiese loon van R4.05 per week en meer verdien, maar minder as R8 per week, vier sent;
- (iii) in die geval van 'n werknemer wat 'n basiese loon van R8 per week en meer verdien, maar minder as R12 per week, ses sent;
- (iv) in die geval van 'n werknemer wat 'n basiese loon van R12 per week en meer verdien, elf sent.

(b) By die bedrag aldus in elke geval afgetrek, moet die werkgever 'n gelyke bedrag maand vir maand voeg, maar voor of op die sewende dag van elke maand die totale bedrag aan die sekretaris van die fonds stuur by sodanige adres wat die bestuurskomitee van die fonds van tyd tot tyd op mag besluit.

(c) Die totale bedrag wat maandeliks deur die werkgever aangestuur word en sy betalings asook die aftrekkings van die lone van bydraes in sy diens verteenwoordig, moet in die geval van die eerste betaling deur nuwe werknemers vregesel gaan van 'n spesiale vorm wat gratis deur die fonds verskaf word en die volgende aandui—

- (i) die volle naam van die werkgever;
- (ii) die volle naam van elke bydraer van wie se lone aftrekkings gemaak word;
- (iii) die werksnommer en die fondsnommer [waarvoor in subklousule (d) van hierdie klousule voorsiening gemaak is] van elke sodanige bydraer;
- (iv) die beroep van elke sodanige bydraer;
- (v) die getal ure deur elke sodanige bydraer in elke week gewerk;
- (vi) die totale lone wat elke week aan elke bydraer betaal word.

In alle ander gevalle moet die bedrag vergesel gaan slegs van 'n opsomming wat die volle naam van die werkgever, die totale getal bydraes van elke groep en die betrokke tydperk en die verskuldigde bedrag weergee.

(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 Republic 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.

25. SICK BENEFIT FUND.

(1) There is hereby continued a sick benefit fund known as the “Cape Millinery Industry Sick Benefit Fund”, originally established under Government Notice No. 369 dated the 7th March, 1958, and hereinafter referred to as “The Fund” to make provision for payment of benefits to employees during periods of absence from work due to sickness.

The fund shall consist of—

- (i) contributions paid into the fund in accordance with this Agreement;
- (ii) interest derived from the investment of any moneys of the fund;
- (iii) any other sums to which the fund may become entitled.

(2) The fund shall be administered according to and in terms of the rules of the said fund as approved by the Council, by a Management Committee hereinafter referred to as the committee, appointed by the Council at a duly constituted meeting of the Council and consisting of one each of the employers' and employees' representatives on the Council, with the Chairman and Vice-Chairman of the Council as *ex officio* members. For every representative appointed an alternate shall be appointed in the manner provided for in section 5 (1) of the constitution of the Council as amended. A paid secretary who shall also be the secretary of the fund shall also be appointed by the Committee.

(3) One copy of the rules of the said fund and any amendments thereof shall be kept by the secretary of the Council, and one copy of the said rules and any amendment thereof shall be lodged by the Secretary of the Council with the Secretary for Labour.

(4) (a) For the purpose of such fund, each employer shall each week deduct from the wages of each of his employees, hereinafter referred to as “contributor” for whom minimum wages are prescribed in this Agreement, and who has worked during such week not less than one full day—

- (i) in the case of an employee earning a basic wage of less than R4.05 per week, the sum of three cents;
- (ii) in the case of an employee earning a basic wage of R4.05 per week and more, but less than R8.00 per week, the sum of four cents;
- (iii) in the case of an employee earning a basic wage of R8.00 per week and more, but less than R12.00 per week, the sum of six cents;
- (iv) in the case of an employee earning a basic wage of R12.00 per week and more, the sum of eleven cents.

(b) To the amount so deducted in each case, the employer shall add a like amount and forward month by month, but not later than the seventh day of each month the total sum to the secretary of the fund at such address as the management committee of the fund may decide on from time to time.

(c) The total sum forwarded monthly by the employer representing his payments and the deductions from the wages of contributors in his employ shall in the case of the first payment by new employees be accompanied by a special form provided free by the fund reflecting—

- (i) the full name of the employer;
- (ii) the full name of each contributor from whose wages deductions have been made;
- (iii) the works number and the fund number [provided for in sub-clause (d) of this clause] of each such contributor;
- (iv) the occupation of each such contributor;
- (v) the number of hours worked by each such contributor each week;
- (vi) the total wages paid to each contributor each week;

In all other cases the sum need be accompanied only by a summary showing the full name of the employer, the total number of contributions under each group and the period concerned, and the amount due.

(d) (i) By ontvangs van die eerste 24 betalings aan die fonds ten opsigte van elke bydraer, moet die sekretaris van die fonds 'n fondsnommer uitreik aan elke bydraer en 'n bydraeboek opstel met die volgende op die voorblad:—

- (a) Die volle naam van die werkgewer;
- (b) die volle naam van die bydraer;
- (c) die werksnommer van die bydraer;
- (d) die fondsnommer van die bydraer;

Daarna moet die sekretaris die bydraer in kennis stel om in te kom en dan sal die boek aan die bydraer oorhandig word nadat die bydraer die boek in die teenwoordigheid van 'n amptenaar van die fonds geteken het.

(e) Alle geld wat deur die fonds ontvang word, moet gestort word in 'n bankrekening wat deur die Nywerheidsraad vir die Hoedenywerheid (Kaap) geopen word; met dien verstande dat die bestuurskomitee van tyd tot tyd kan magtig dat geld wat meer is as wat nodig is, belê kan word; sodanige geld moet dan belê word in Staats- of plaaslike effekte, Nasionale Spaarsertifikate of spaarrekenings, permanente aandele of vaste beleggings in bogenoemde skappe of banke of op enige ander wyse wat deur die Nywerheidsregistrator goedgekeur word.

(f) Die komitee moet vir die fonds 'n ouditeur aanstel wat 'n geregistreerde geotkrooierde rekenmeester is en sy besoldiging wat uit die fonds betaal moet word, vasstel. Die rekenings van die fonds moet vir die tydperke wat eindig op 30 Junie en 31 Desember van elke jaar geouditeer word en die ouditeursverslag moet onderskeidelik voor of op 30 September en 31 Maart gereed wees. 'n Afskrif van die staat van rekenings moet saam met die ouditeursverslag aan die Sekretaris van Arbeid gestuur word en 'n afskrif moet ook by die kantoor van die Raad ter insae wees.

(g) Uitbetaling uit die fonds word gestaak wanneer die bedrag in die kredit van die fonds onder R100 daal.

(5) Gedurende tydperke van afwesigheid van werk weens siekte, moet die volgende bystande aan bydraers van die fonds betaal word; met dien verstande dat aansoeke om bystand ooreenkomstig die reëls is:—

- (i) In die geval van 'n werknemer wat 'n basiese loon van minder as R4.05 per week verdien, R1.75 per week;
- (ii) In die geval van 'n werknemer wat 'n basiese loon van R4.05 per week en meer verdien maar minder as R8.00 per week, R3.25 per week;
- (iii) in die geval van 'n werknemer wat 'n basiese loon van R8.00 per week en meer verdien maar minder as R12.00 per week, R4.75 per week;
- (iv) in die geval van 'n werknemer wat 'n basiese loon van R12.00 per week en meer verdien, R7.25 per week;

met dien verstande dat hierdie bystand betaal word vir 'n tydperk van hoogstens ses weke teen bogenoemde skale en daarna vir 'n tydperk van hoogstens drie weke teen die helfte van bogenoemde skale.

Vir die betaling van sodanige bystand, beteken „siekte”, enige siekte wat (i) nie toegeskryf kan word aan wangedrag of oormatige gebruik van bedwelmende drank of verdowingsmiddels nie, en (ii) nie 'n ongeluk of siekte is ten opsigte waarvan vergoeding betaal word ingevolge die Ongevallewet, 1941, nie; met dien verstande dat—

- (i) geen bystand betaal sal word ten opsigte van enige afwesigheid van twee dae of minder nie, maar indien sodanige afwesigheid langer as twee agtereenvolgende dae duur moet bystand vir die volle tydperk van sodanige afwesigheid betaal word by die indiening van 'n doktersertifikaat;
- (ii) elke persoon wat aansoek doen om bystand by die fonds vir 'n tydperk van minstens 24 weke moet bygedra het;
- (iii) bystand nie op loop nie en aan geen bydraer in enige kringloop van een kalenderjaar, bereken vanaf 1 Januarie, bystand betaal moet word vir 'n tydperk wat langer is as wat in hierdie subklousule voorgeskryf word (d.w.s. ses weke teen die volle voorgeskrewe skaal en drie teen die helfte van die voorgeskrewe skaal);
- (iv) indien 'n bydraer sy diens in die nywerheid verlaat met die doel om ander werk buite die nywerheid te doen, hy alle eise teen die fonds verbeur. Indien sodanige bydraer weer die/tot nywerheid toetree, moet hy weer vir 'n tydperk van 24 weke bydra voordat enige eise ingestel kan word; met dien verstande dat die bepalinge van hierdie paragraaf nie van toepassing is nie op enige bydraer wat die nywerheid verlaat om in diens te tree in die „Klerasiennywerheid” soos omskryf in enige ooreenkoms wat bindend is ingevolge die wet en waaroor ooreenkomstig is deur die Nywerheidsraad vir die Klerasiennywerheid, Kaap, maar wat weer in diens tree in die Hoedenywerheid binne 'n tydperk van hoogstens ses maande vanaf die datum waarop hy genoemde Hoedenywerheid verlaat het. In dié geval moet enige bydraes wat voorheen deur sodanige bydraer in die fonds betaal is, kragtens ander voorwaardes in hierdie artikel, aan sodanige bydraer gekrediteer word;
- (v) swangerskap en/of siekte daardeur veroorsaak nie „siekte” is vir die toepassing van bystand nie en slegs een besoek aan die dokter word op onkoste van die fonds toegelaat.

(d) Upon receipt of the first 24 payments to the fund in respect of each contributor, the secretary of the fund shall allocate a fund number to each contributor and prepare a contribution book reflecting on the cover thereof—

- (a) the full name of the employer;
- (b) the full name of the contributor;
- (c) the works number of the contributor;
- (d) the fund number of the contributor;

The Secretary shall thereafter notify the contributor to call and the book shall be handed to the contributor after the contributor has signed the book in the presence of an official of the fund.

(e) All moneys received by the fund shall be deposited to a banking account for the fund which shall be opened by the Industrial Council for the Millinery Industry (Cape); provided that the management committee may from time to time authorise investment of moneys surplus to its requirements whereupon such moneys shall be invested in Union or local government stock, Union Loan Certificates or savings accounts, permanent shares or fixed deposits in building societies or banks or in any other manner approved by the Industrial Registrar.

(f) The committee shall appoint an auditor for the fund, who shall be a registered chartered accountant and determine his remuneration which shall be paid out of the fund. The accounts of the fund shall be audited for the periods ending 30th June, and 31st December, of each year, and the auditor's report shall be made available not later than the 30th September, and the 31st March, respectively. A copy of the statement of accounts, together with the auditor's report, shall be transmitted to the Secretary for Labour, and a copy shall also lie for inspection at the office of the Council.

(g) Disbursements from the fund shall cease whenever the amount to the credit of the fund falls below one hundred rand.

(5) During periods of absence from work owing to sickness, the following benefits shall be paid to contributors to the fund; provided that applications for benefits shall comply with the rules:—

- (i) In the case of an employee earning a basic wage of less than R4.05 per week, R1.75 per week;
- (ii) in the case of an employee earning a basic wage of R4.05 per week and more but less than R8.00 per week, R3.25 per week;
- (iii) in the case of an employee earning a basic wage of R8.00 per week and more but less than R12.00 per week, R4.75 per week;
- (iv) in the case of an employee earning a basic wage of R12.00 per week and more, R7.25 per week;

provided that these benefits shall be paid for a period not exceeding six weeks at the above rates, and thereafter for a period not exceeding three weeks at half the above rates.

For the purpose of payment of such benefits, „sickness” shall mean any illness, affliction or disease which is (i) not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs or (ii) is not an accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941; provided that—

- (i) no benefits will be paid in respect of any absence of two days or less but that if such absence continues for more than two consecutive days, benefits will be paid for the full period of such absence upon production of a medical certificate;
- (ii) each applicant for benefit shall have contributed to the fund for a period of not less than twenty-four weeks;
- (iii) benefits shall not be accumulative and no contributor shall in any cycle of one calendar year, calculated from the 1st January be paid benefits for a longer period than that prescribed in this sub-clause (i.e. six weeks at the full prescribed rate and three weeks at half the prescribed rate);
- (iv) if a contributor leaves his employment in the industry for the purpose of taking employment outside the industry, he shall forfeit all claim to the fund. Should such contributor re-enter the industry he must again contribute to the fund for a period of twenty-four weeks before any benefits can be claimed; provided that the provisions of this paragraph shall not apply to any contributor who leaves the industry to take up employment in the „Clothing industry” as defined in any legally binding agreement arrived at by the Industrial Council for the Clothing Industry (Cape) and in the area in which such agreement is binding, but again takes employment in the Millinery Industry within a period not exceeding six months from the date he left the said Millinery Industry. In that event any contributions previously made by such contributor to the fund shall, subject to the other conditions of this clause, be credited to such contributor;
- (v) pregnancy and/or any sickness arising therefrom is not an „illness” for the purpose of benefits and only one visit to the doctor shall be allowed at the expense of the fund.

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 _____

Certified in accordance with the Council's records.

_____ for Secretary.

Date _____ Signature of employee _____
 Date _____

SUBSEQUENT EXPERIENCE.

Factory.	Date of Engagement.	Wage and C.o.l.a.	Date of Leaving.	Wage and C.o.l.a.	Occupation.	LENGTH OF EMPLOYMENT.			Signature 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).

POSBUS 1536,
KAAPSTAD,

VYFDE VLOER,
BROADWAY INDUSTRIES-SENTRUM,
HOEK VAN HEERENGCRACHT EN HERTZOG-BOULEVARD,
STRANDGEBIED, KAAPSTAD.

AANSOEK OM WERKNEMER SE DIENSREKORDKAART.

Naam van Firma _____

LET WEL.—Hierdie vorm moet in tweevoud deur alle nuwelinge 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.	Soort 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).

P.O. Box 1536,
CAPE TOWN.FIFTH FLOOR,
BROADWAY INDUSTRIES CENTRE,
COR. OF HEERENGRACHT AND HERTZOG BOULEVARD,
FORESHORE, CAPE TOWN.

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 _____
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).

MAANDELIKSE OPGAWE VAN INDIENSNEMING EN DIENSBEEÏNDIGING.

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

Werkgewer: _____

Die Sekretaris,
Siektebystandsfonds vir die Hoedenywerheid,
Victoriaweg 348, Soutrivier.

Maand geëindig _____

Adres: _____

DEEL I.—INDIENSNEMING.

Familienaam (nooiensvân in hakies).	Voornaam (voluit).	Adres.	* Ras.	† Ge- slag.	† Vol- wassene of jeug- dige.	Datum van indiens- neming.	Ambag of werk.	BESOLDIGING.		Diens- rekord- kaart- no.†	Naam van vorige werk- gewer (as daar een was).	Siektefondsnr. (as daar een is).	Opmerking.
								Loon.	Lewens- kostetoe- lae.				

DEEL II.—DIENSBEEÏNDIGING.

						Datum van diens beeindig- ing.							

* B.—Blanke.

† V.—Volwassene.

V.—Vroulik.

A.—Asiaat.

† M.—Manlik.

K.—Kleurling.

J.—Jeugdige.

N.—Naturel.

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

Handtekening van Werkgewer of Gemagtigde Agent.

As werknemer nie in staat is nie om 'n blou diensrekordkaart wat deur die Raad uitgereik word, voor te lê nie, moet 'n aansoekvorm vir uitreiking aangeheg word.

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE).

MONTHLY RETURN OF ENGAGEMENTS AND TERMINATIONS OF SERVICE.

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

Employer. _____

The Secretary,
Millinery Industry Sick Fund,
348 Victoria Road, Salt River. Month Ended _____

Address _____

PART I.—ENGAGEMENTS.

Surname (Maiden Name to be given in brackets).	First Names (in full).	Address.	* Race.	† Sex.	‡ Adult or Juvenile.	Date En- gaged	Trade or Occu- pation.	REMUNERATION.		Record Service Card No.†	Name of Previous Employer (if any).	Sick Fund No. (if any).	Remarks.
								Wage.	Cost of Living.				

PART II.—TERMINATION OF SERVICE.

							Date Termi- nated						

* E.—European.
† M.—Male.

‡ A.—Adult.
C.—Coloured.

F.—Female
J.—Juvenile.

A.—Asiatic.
N.—Native.

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

Signature of Employer or Authorised Agent.

If employee is not able to produce a Blue Record Card issued by the Council an Application Form for issue thereof should be attached.

AANHANGSEL D.

NYWERHEID VIR DIE HOEDENYWERHEID (KAAP).

Naam van fabriek _____

Die Sekretaris, Nywerheidsraad vir die Hoede-
nywerheid (Kaap), Posbus 1536, Kaapstad.

MAANDELIKSE OPGAWE VIR OORPLASINGS IN WERK.

Onderstaande is besonderhede oor werknemers wat gedurende die maand _____ 196____ van een werk na 'n ander oorgeplaas is.

Reg. No.	Familiennaam (in blokletters).	Voorname (eerste voluit).	Ge- slag.	Nooiensvan.	Ou werk.	Loon en l.k.t.	Datum van oorplasing.	Nuwer werk.	Loon en en l.k.t.	Opmerkings.

Datum _____ 196____

Handtekening van werkgewer.

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 _____ 196____

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

Date _____ 196____

Signature of Employer.

AANHANGSEL E.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP).

196

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

MENEER,

Ingeslote die bedrag van R_____ wat bydraes is kragtens klousule 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 _____

vir week eindigende _____

TOTALE GETAL _____

werknemers teen 4c per week vir _____ weke R

Voeg by werkgever se bydrae van 4c per week

per werknemer R _____

R _____

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

ANNEXURE E.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE).

196

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

DEAR SIR,

Enclosed please find the sum of R_____ representing contributions in terms of clause 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 4 cents per week for _____ weeks R

Add employer's contribution of 4c per week per

employee R _____

R _____

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

AANHANGSEL F.

NYWERHEIDSRaad VIR DIE HOEDENYWERHEID (KAAP).

RADIOGRAFIE-ONDERSOEK VAN ALLE NUWE INGESKREWENES IN DIE NYWERHEID.

AAN:—

Daar is reëlins getref dat u deur die Massa-radiografiediens op _____ medies ondersoek sal word.

U moet u aanmeld by die Massa-radiografiediens naby die Tolhek, Chapelstraat, Kaapstad, stiptelik om 8.30 vm. op bogenoemde datum en u moet hierdie brief saambring. Indien u laat is, mis u die afspraak en sal dit nodig wees dat u 'n nuwe afspraak maak.

Hierdie brief sal in die kantoor van die Massa-radiografiediens gestempel word; na afloop van die ondersoek moet u die brief weer afhaal en dit so gou as moontlik na hierdie firma terugstuur.

Handtekening _____

Naam van firma _____

Datum _____

STEMPEL VAN MASSA-RADIOGRAFIEDIENS.

AANTEKENINGE.

- (a) Die boonste gedeelte van hierdie vorm moet deur die werkgever ingevul en aan die aspirant-werknemer oorhandig word.
 (b) Die werkgever moet ook op die onderste gedeelte van hierdie vorm die naam van die firma en die naam van die aspirant-werknemer invul.
 (c) By ontvangs van die voltooide mediese sertifikaat hieronder, moet die werkgever dit na die Nywerheidsraad stuur saam met die werknemer se aansoekvorm om 'n diensrekordkaart.

(Moet deur die Massa-radiografiediens afgeskeur word.)
 MASSA-RADIOGRAFIEDIENS,
 KAAPSTAD.

VERTROULIK.

Volgnommer _____

Mnre. _____

Naam van Werknemer _____

Die uitslag van die groot film is bevredigend wat betref tuberkulose van die longe en dit is nie nodig dat bogenoemde werknemer hom/haar weer vir verdere ondersoek aanmeld nie.

Mediese Beampte. _____

ANNEXURE F.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE).

RADIOGRAPHIC EXAMINATION OF ALL NEW ENTRANTS INTO THE INDUSTRY.

To: —

Arrangements have been made for you to be medically examined by the Mass Radiography Service on _____
 You must report to the Mass Radiography Service near the Toll Gate, Chapel Street, Cape Town, at 8.30 a.m. sharp on the above date, taking this letter with you. If you are late, you will miss the appointment and it will be necessary to make a fresh one.

This letter will be stamped in the office of the Mass Radiography service and you must collect it after examination and return it to this firm as soon as possible.

Signature _____

Name of Firm _____

Date _____

STAMP OF MASS RADIOGRAPHY SERVICE.

NOTES.

- (a) The upper portion of this form is to be completed by the employer and handed to the prospective employee.
 (b) The employer should also insert on the lower portion of this form the name of the firm and name of the prospective employee.
 (c) On receipt of the completed medical certificate below, it is to be forwarded by the employer to the Industrial Council together with the employee's application form for a service record card.

(To be detached by Mass Radiography Service).
 MASS RADIOGRAPHY SERVICE,
 CAPE TOWN.

CONFIDENTIAL.

Serial No. _____

Messrs. _____

Name of employee _____

The result of the large film is satisfactory as regards tuberculosis of the lungs and we shall not require the above-named employee for further examination.

Medical Officer. _____

No. 191.] [9 Februarie 1962.
WET OP FABRIEKE, MASJINERIE EN BOUWERK.
1941, SOOS GEWYSIG.

HOEDENYWERHEID (KAAP).

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby, kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Hoedenywerheid gepubliseer by Goewermmentskennisgewing No. 190 van 9 Februarie 1962, oor die algemeen vir persone wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

A. E. TROLLIP,
Minister van Arbeid.

No. 191.] [9 February 1962.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

MILLINERY INDUSTRY (CAPE).

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Millinery Industry, published under Government Notice No. 9 of the 9th February, 1962, to be on the whole not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act, as amended.

A. E. TROLLIP,
Minister of Labour.

No. 192.] [9 Februarie 1962.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-
KOSTETOELAE INGEVOLGE OORLOGSMAAT-
REËL No. 43 VAN 1942, SOOS GEWYSIG.

HOEDENYWERHEID (KAAP).

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, handelende kragtens subregulasie (1) van regulasie 4 van die Regulasies, wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, skort hierby die bepalings van genoemde Regulasies op in die mate waartoe 'n lewenskostetoelae ingevolge daarvan betaalbaar is op stukwerk of aansporingslone gebaseer op verhoogde produksie, betaalbaar aan enige persoon benewens sy basiese loon ingevolge klousule 5 van die Ooreenkoms vir die Hoedenywerheid (Kaap) gepubliseer by Goewermmentskennisgewing No. 190 van 9 Februarie 1962.

A. E. TROLLIP,
Minister van Arbeid.

No. 192.] [9 February 1962.
WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING
ALLOWANCE PAYABLE UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

MILLINERY INDUSTRY (CAPE).

I, ALFRED ERNEST TROLLIP, Minister of Labour, acting in terms of sub-regulation (1) of regulation 4 of the Regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said Regulations to the extent to which a cost of living allowance is payable in terms thereof on piece work or incentive earnings based on increased production, payable to any person in addition to his basic wage, in terms of clause 5 of the Agreement for the Millinery Industry (Cape) published under Government Notice No. 190 of the 9th February, 1962.

A. E. TROLLIP,
Minister of Labour.

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