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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 3003 25 Julie 1969

WET OP NYWERHEIDSVERSOENING, 1956

HOEDENYWERHEID (KAAP).—

HOOFOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, 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 op 31 Desember 1971 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 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 op 31 Desember 1971 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, uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1559 van 24 Oktober 1958 binne die landdrosdistrik Wynberg geval het; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 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 op 31 Desember 1971, eindig, in die landdrosdistrik die Kaap, uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1559 van 24 Oktober 1958 binne die landdrosdistrik Wynberg, geval het, *mutatis mutandis* bindend is vir alle

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 3003 25 July 1969

INDUSTRIAL CONCILIATION ACT, 1956

MILLINERY INDUSTRY (CAPE).—

MAIN AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, 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 31 December 1971, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 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 31 December 1971, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of the Cape, excluding that portion which prior to the publication of Government Notice 1559 of 24 October 1958, fell within the Magisterial District of Wynberg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of the Cape, excluding that portion which prior to the publication of Government Notice 1559 of 24 October 1958, fell within the Magisterial District of Wynberg, and from the second Monday after the date of publication of this notice and for the period ending 31 December 1971, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 7 (3) (h), 20, 21 and 23, shall *mutatis mutandis* be binding upon all

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Bantoes 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 Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP)

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en 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. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik die Kaap, uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1559 van 24 Oktober 1958 binne die landdrosdistrik Wynberg geval het, nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Hoedenywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is en in daardie Nywerheid werksaam is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms van toepassing op slegs dié werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens subartikel (1) van artikel 48 van die Wet mag vasstel en bly van krag vir 'n tydperk wat op 31 Desember 1971 eindig of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

Waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel; en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook die vroulike geslag bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;

"blokker" 'n werknemer wat onbewerkte materiaal met die hand of met 'n masjien fatsoeneer en omvat dit ook 'n verstywer;

"uitsnyer" 'n werknemer wat een of meer van die volgende doen:—

(i) Linte, versiersels en voerings uitsny;

(ii) materiaal in lae opmekaar lê voordat dit gesny word;

"Raad" die Nywerheidsraad vir die Hoedenywerheid (Kaap) wat ingevolge die Wet geregistreer is;

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

"ondervinding" met betrekking tot 'n werknemer, uitgesonderd 'n werknemer graad I, motorvoertuigbestuurder en/of wag, die totale dienstydperk of -tydperke van 'n werknemer in 'n afdeling van die Hoedenywerheid in enige hoedanigheid, uitgesonderd dié van 'n werknemer graad I, motorvoertuigbestuurder en/of wag, en word dit in elke dienskontrak geag ononderbroke te gewees het van die tydstip af waarop die werknemer by sy werkgewer in diens getree het tot op die tydstip waarop sodanige diens beëindig word; met dien verstande dat, indien 'n werknemer vir ses weke of langer in 'n kwartaal in diens was, hy vir die berekening van sy ondervinding geag moet word in diens te gewees het vir 'n tydperk van 13 weke in daardie kwartaal, en indien hy vir minder as ses

Bantu 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 Bantu in their employ.

M. VILJOEN, Minister of Labour.

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 employers" or "the employers' 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

(a) The terms of this Agreement shall be observed in the Magisterial District of the Cape, excluding that portion which prior to the publication of Government Notice 1559 of 24 October 1958, fell within the Magisterial District of Wynberg, by all employers who are members of the employers' organisation and engaged in the Millinery Industry, and by all employees who are members of the trade union and employed in that Industry.

(b) Notwithstanding the provisions of subclause (a) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4.

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 subsection (1) of section *forty-eight* of the Act and shall remain in force for a period ending on 31 December 1971, 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;

"chopper-out" means an employee engaged in one or more of the following operations:—

(i) Cutting ribbons, trimmings, linings;

(ii) laying up materials preparatory to cutting;

"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 any employee other than a grade I employee, 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 grade I employee, 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 13 weeks in that quarter and if he has been in employment in any

weke in 'n kwartaal in diens was, hy vir die berekening van sy ondervinding geag moet word glad nie in daardie kwartaal in diens te gewees het nie;

"werknemer graad I" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

(i) etikette en kaartjies uitskryf;

(ii) versiersels, linte, voerings en diverse materiaal, byvoorbeeld kunsblomme, uitreik;

(iii) afgewerkte hoede nagaan ten einde defekte te ontdek;

(iv) hoede gereed maak vir voerings;

(v) draad vir rande nagaan;

(vi) materiaal klam maak en gereed maak om geblok te word;

(vii) monsterreeks gereed maak en sorteer;

(viii) kleiner herstel- en stelwerk verrig aan masjinerie, installasie, geboue of ander uitrusting;

(ix) persele, werktuie en ander artikels skoonmaak;

(x) voertuie laai en/of aflaai;

(xi) goedere dra, beweeg of opstapel;

(xii) vure maak en/of in stand hou of afval of as verwyder;

(xiii) briewe, boodskappe of ander artikels te voet of met 'n fiets of aangedrewe voertuig aflewer of vervoer;

(xiv) tee of soortgelyke dranke maak;

(xv) pakkette oop- en/of toemaak;

en omvat dit ook 'n verglanser en/of poleerder;

"uurloon" die weekloon gedeel deur 42½;

"oortyd" alle tyd wat daar langer gewerk word as die getal ure in subklousule (1) van klousule 8 voorgeskryf;

"masjienwerker" 'n werknemer wat werksaamhede met 'n naaimasjien verrig;

"masjienwerker, gekwalifiseer", 'n masjienwerker met minstens twee-en-'n-half jaar ondervinding;

"masjienwerker, ongekwalifiseer", 'n masjienwerker met minder as twee-en-'n-half jaar ondervinding;

"hoedemaker" 'n werknemer, uitgesonderd 'n opmaker, blokker, werknemer graad I, wat dames- en/of meisieshoede maak en omvat dit ook 'n setter;

"hoedemaker, gekwalifiseer," 'n hoedemaker met minstens vyf jaar ondervinding;

"hoedemaker, ongekwalifiseerd," 'n hoedemaker met minder as vyf jaar ondervinding;

"Hoedenywerheid" of "Nywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om dames- of meisieshoede hetsy in die geheel of gedeeltelik te maak, te fatsoeneer, te blok, op te maak en/of te modelleer en omvat dit ook die verandering en/of heelmaak van hoede, uitgesonderd die verstelwerk wat voortvloei uit die verkoop van 'n hoed in 'n winkel;

"motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie woordomskrywing omvat "'n motorvoertuigdryf" alle tydperke wat daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en al die tydperke wat hy op sy pos en gereed moet bly om te dryf;

"okkupeerder" die persoon wat in die algemeen die werkwinkel bestuur en beheer daaroor voer en, indien daar twee of meer sodanige persone is, al sodanige persone;

"verpakker" 'n werknemer wat goedere vir vervoer of aflewering verpak;

"stukwerk" enige stelsel, uitgesonderd taakwerk, waarvolgens die besoldiging bereken word volgens hoeveelheid of omvang van die werk wat gedoen is;

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

"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 werkure tot minder as 42½ uur in 'n week as gevolg van die vereistes van die besigheid, soos 'n tekort aan materiaal of bestellings, of vanweë voorraadopname;

"toesighouer" 'n werknemer wat verantwoordelik is vir die korrekte en doeltreffende uitvoering van die werk wat in 'n fabriek of 'n afdeling van 'n fabriek aan hom of haar opgedra word;

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;

"grade I employee" means an employee engaged in one or more of the following operations:—

(i) Writing of labels and tickets;

(ii) issuing trimmings, ribbons, linings and miscellaneous materials, e.g. artificial flowers;

(iii) checking finished hats for flaws;

(iv) preparing hats for linings;

(v) checking wires for brims;

(vi) damping and preparing materials for blocking;

(vii) preparing and sorting of sample range;

(viii) making minor repairs and adjustments to machinery, plant, buildings or other equipment;

(ix) cleaning premises, utensils or other articles;

(x) loading and/or unloading vehicles;

(xi) carrying, moving or stacking goods;

(xii) making and/or maintaining fires or removing refuse or ashes;

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

(xiv) making tea or similar beverages;

(xv) opening and/or closing packages;

and shall include a sheener and/or polisher;

"hourly wage" means the weekly wage divided by 42½;

"overtime" means all time worked in excess of the number of hours prescribed in subclause (1) of clause 8;

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

"machinist, qualified," means a machinist who has had not less than two and one-half years' experience;

"machinist unqualified," means a machinist who has had less than two and one-half years' experience.

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

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

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

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

"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;

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

"taakwerk" die bepaling, deur die werkgewer of sy verteenwoordiger, van 'n bepaalde getal hoede of dele van hoede wat 'n werknemer binne 'n bepaalde tyd moet maak;

"opmaker" 'n werknemer wat uitsluitlik versiersels aanbring op hoede wat, vir die toepassing van hierdie woordomskrywing, reeds geblok, gedraad en gefatsoeneer is, en wat materiaal met die hand of 'n masjien mag sny;

"opmaak" die aanbring van voering, rek, lint, blomme en sluierstof volgens 'n gegewe model;

"opmaker of blokker of uitsnyer of verpakker, gekwalifiseer", 'n opmaker of blokker of uitsnyer of verpakker met minstens twee en 'n half jaar ondervinding;

"opmaker of blokker of uitsnyer of verpakker, ongekwalifiseer", 'n opmaker of blokker of uitsnyer met minder as twee en 'n half jaar ondervinding;

"wag" 'n werknemer wat persele, geboue of ander eiendomme bewaak;

"werkwinkel" 'n perseel waarop 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 hy geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE

(1) Behoudens die bepalings van hierdie klousule en klousules 6, 7, 18 en 19 van hierdie Ooreenkoms, is die minimum weeklone wat aan ondergenoemde klasse werknemers betaal en deur hulle aangeneem moet word, soos volg:—

	R c
Toesighouer	17 33
Hoedemaker, gekwalifiseer	15 00
Hoedemaker, ongekwalifiseer, gedurende die—	
Eerste 13 weke ondervinding	6 00
Tweede 13 weke ondervinding	6 00
Derde 13 weke ondervinding	6 00
Vierde 13 weke ondervinding	6 40
Vyfde 13 weke ondervinding	6 40
Sesde 13 weke ondervinding	7 68
Sewende 13 weke ondervinding	8 01
Agste 13 weke ondervinding	8 62
Negende 13 weke ondervinding	9 48
Tiende 13 weke ondervinding	10 45
Elfde 13 weke ondervinding	10 88
Twaalfde 13 weke ondervinding	11 59
Dertiende 13 weke ondervinding	11 83
Veertiende 13 weke ondervinding	12 45
Vyftiende 13 weke ondervinding	12 67
Sestiende 13 weke ondervinding	13 41
Sewentiende 13 weke ondervinding	13 63
Agtiende 13 weke ondervinding	13 86
Negentiende 13 weke ondervinding	14 54
Twintigste 13 weke ondervinding	14 80
Daarna	15 00
Blokker, man, gekwalifiseer	15 50
Blokker, man, ongekwalifiseer, gedurende die—	
Eerste 13 weke ondervinding	6 50
Tweede 13 weke ondervinding	6 50
Derde 13 weke ondervinding	6 50
Vierde 13 weke ondervinding	7 02
Vyfde 13 weke ondervinding	8 12
Sesde 13 weke ondervinding	9 60
Sewende 13 weke ondervinding	10 57
Agste 13 weke ondervinding	11 75
Negende 13 weke ondervinding	13 57
Tiende 13 weke ondervinding	14 72
Daarna	15 50
Vroulike blokker, uitsnyer, manlike en vroulike opmaker, en verpakker gekwalifiseer	11 28
ongekwalifiseer, gedurende die—	
Eerste 13 weke ondervinding	5 00
Tweede 13 weke ondervinding	5 00
Derde 13 weke ondervinding	5 79
Vierde 13 weke ondervinding	6 12
Vyfde 13 weke ondervinding	6 67
Sesde 13 weke ondervinding	7 37
Sewende 13 weke ondervinding	7 70
Agste 13 weke ondervinding	8 27
Negende 13 weke ondervinding	9 10
Tiende 13 weke ondervinding	10 04
Daarna	11 28

"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 and who may cut materials by hand or machine;

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

"trimmer or blocker or chopper-out or packer, qualified," means a trimmer or blocker or chopper-out or packer who has had not less than two and one-half years' experience;

"trimmer or blocker or chopper-out or packer, unqualified," means a trimmer or blocker or chopper-out 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

(1) Subject to the provisions of this clause and clauses 6, 7, 18 and 19 of this Agreement the minimum weekly wages that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:—

	R c
Supervisor	17 33
Milliner, qualified	15 00
Milliner, unqualified, during the—	
First 13 weeks of experience	6 00
Second 13 weeks of experience	6 00
Third 13 weeks of experience	6 00
Fourth 13 weeks of experience	6 40
Fifth 13 weeks of experience	6 40
Sixth 13 weeks of experience	7 68
Seventh 13 weeks of experience	8 01
Eighth 13 weeks of experience	8 62
Ninth 13 weeks of experience	9 48
Tenth 13 weeks of experience	10 45
Eleventh 13 weeks of experience	10 88
Twelfth 13 weeks of experience	11 59
Thirteenth 13 weeks of experience	11 83
Fourteenth 13 weeks of experience	12 45
Fifteenth 13 weeks of experience	12 67
Sixteenth 13 weeks of experience	13 41
Seventeenth 13 weeks of experience	13 63
Eighteenth 13 weeks of experience	13 86
Nineteenth 13 weeks of experience	14 54
Twentieth 13 weeks of experience	14 80
Thereafter	15 00
Blocker, male, qualified	15 50
Blocker, male, unqualified, during the—	
First 13 weeks of experience	6 50
Second 13 weeks of experience	6 50
Third 13 weeks of experience	6 50
Fourth 13 weeks of experience	7 02
Fifth 13 weeks of experience	8 12
Sixth 13 weeks of experience	9 60
Seventh 13 weeks of experience	10 57
Eighth 13 weeks of experience	11 75
Ninth 13 weeks of experience	13 57
Tenth 13 weeks of experience	14 72
Thereafter	15 50
Female blocker, chopper-out, male and female trimmer and packer—	
Qualified	11 28
Unqualified, during the—	
First 13 weeks of experience	5 00
Second 13 weeks of experience	5 00
Third 13 weeks of experience	5 79
Fourth 13 weeks of experience	6 12
Fifth 13 weeks of experience	6 67
Sixth 13 weeks of experience	7 37
Seventh 13 weeks of experience	7 70
Eighth 13 weeks of experience	8 27
Ninth 13 weeks of experience	9 10
Tenth 13 weeks of experience	10 04
Thereafter	11 28

	R c
Werknemer graad I—	
(i) Onder die leeftyd van 18 jaar	6 50
(ii) 18 jaar oud en ouer	8 90
Masjienwerker, gekwalifiseer	12 00
Masjienwerker, ongekwalifiseer, gedurende die—	
Eerste 13 weke ondervinding	5 51
Tweede 13 weke ondervinding	5 83
Derde 13 weke ondervinding	6 35
Vierde 13 weke ondervinding	7 02
Vyfde 13 weke ondervinding	7 33
Sesde 13 weke ondervinding	7 88
Swende 13 weke ondervinding	8 67
Agste 13 weke ondervinding	9 56
Negende 13 weke ondervinding	10 74
Tiende 13 weke ondervinding	11 39
Daarna	12 00
Motorvoertuigdrywer—	
(i) Wat 'n motorvoertuig met 'n onbelaste gewig tot en met 5,000 lb dryf	11 50
(ii) Wat 'n motorvoertuig met 'n onbelaste gewig van meer as 5,000 lb dryf	19 45
Wag	10 62

Opmerking.—'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om met 'n masjien te blok nie.

(2) Behoudens die bepalings van subklousule (5) van hierdie klousule, moet 'n werknemer by die vasstelling van die loon wat ingevolge subklousule (1) van hierdie klousule aan hom betaal moet word, geag word in dié beroep te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

(3) Niks in hierdie Ooreenkoms mag die uitwerking hê nie dat dit die loon wat onmiddellik voor die aanvangsdatum van hierdie Ooreenkoms aan 'n werknemer betaal is of die loon waarop 'n werknemer op die aanvangsdatum van hierdie Ooreenkoms geregtig was, verlaag terwyl sodanige werknemer by dieselfde werkgewer in diens is.

Die bepalings van hierdie subklousule is ook van toepassing in die geval van 'n werknemer wie se dienste deur die werkgewer beëindig word na die aanvangsdatum van hierdie Ooreenkoms en wat weer deur sodanige werkgewer in diens geneem word.

Vir die toepassing hiervan omvat "Ooreenkoms" ook alle wysigings daarvan.

(4) Ten einde die minimum loon te bereken waarop 'n ongekwalifiseerde werknemer geregtig sal word op grond van die lengte van sy ondervinding, is verhogings, ondanks andersluidende bepalings in hierdie Ooreenkoms, betaalbaar elke kwartaal wat volg op die voltooiing van die dienstydperk wat sodanige werknemer op sodanige verhoging geregtig maak: met dien verstande dat die minimum loon waarop sodanige werknemer in enige kwartaal geregtig is, gebaseer moet word op dié ondervinding van hom soos bereken aan die einde van die vorige kwartaal.

(5) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as een uur hetsy benewens of in plaas van sy eie werk, die werk van 'n ander klas te verrig waarvoor 'n hoër loon in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig, teen die hoër loon besoldig; met dien verstande dat, as die enigste verskil tussen klasse ingevolge subklousule (1) op ondervinding, geslag of leeftyd gegrond is, die bepalings van hierdie klousule nie van toepassing is nie.

5. TAAKWERK EN STUK- OF AANSPORINGSWERK

(1) Taakwerk is verbode, en werknemers van wie daar vereis word om 'n gegewe getal produksie-eenhede te lewer, moet volgens die stuk- of aansporingswerkstelsel werk soos in hierdie klousule bepaal.

(2) Waar werknemers in 'n bedryfsinrigting stukwerk verrig of volgens 'n ander loonaansporingstelsel werk, moet die werkgewer 'n staat wat in die geval van stukwerk die stukwerktariewe wat van tyd tot tyd van krag is, meld, en in die geval van enige ander vorm van loonaansporingswerk, 'n staat wat duidelik die grondslag meld waarop enige bonus of aanvullende verdienste wat ooreenkomstig sodanige skema betaalbaar is, bereken moet word, opplak en opgeplak hou op 'n opvallende plek wat geredelik vir sy werknemers toeganklik is.

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

	R c
Grade I employee:—	
(i) Under the age of 18 years	6 50
(ii) of the age of 18 years and over	8 90
Machinist—	
Qualified	12 00
Unqualified, during the—	
First 13 weeks of experience	5 51
Second 13 weeks of experience	5 83
Third 13 weeks of experience	6 35
Fourth 13 weeks of experience	7 02
Fifth 13 weeks of experience	7 33
Sixth 13 weeks of experience	7 88
Seventh 13 weeks of experience	8 67
Eighth 13 weeks of experience	9 56
Ninth 13 weeks of experience	10 74
Tenth 13 weeks of experience	11 39
Thereafter	12 00
Motor vehicle driver:—	
(i) Driving a motor vehicle of unladen weight up to and including 5,000 lb	11 50
(ii) Driving a motor vehicle of unladen weight exceeding 5,000 lb	19 45
Watchman	10 62

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

(2) Subject to the provisions of subclause (5) of this clause for the purpose of ascertaining the wage payable to an employee in terms of subclause (1) of this clause, he shall be deemed to be engaged in the occupation in which he is wholly or mainly engaged.

(3) Nothing in this Agreement shall operate to reduce the wage which was being paid immediately prior to or to which any employee was entitled at the date of the commencement of this Agreement whilst such employee is employed by the same employer.

The provisions of this subclause shall also apply in the case of any employee whose services are terminated by such employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer.

For the purpose hereof, Agreement shall include any amendment thereto.

(4) 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.

(5) *Differential wage.*—An employer who requires or permits a member of one class of his employee 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 subclause (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 subclause (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.

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

(3) 'n Werknemer wat stukwerk of enige ander vorm van loonaansporingswerk verrig, moet die volle bedrag wat hy verdien, deur die werkgewer betaal word; met dien verstande egter dat hy nie in enige week minder betaal mag word nie as die bedrag waarop hy kragtens hierdie Ooreenkoms geregtig sou gewees het as hy bloot as 'n tydwerker werksaam was.

6. KORTTYD

(1) Indien die voorneme bestaan om in 'n bepaalde week korttyd in te voer, moet 'n kennisgewing wat sodanige feit en ook die datum waarop sodanige korttyd ingevoer sal word, op 'n opvallende plek in die betrokke bedryfsinrigting vertoon word en wel nie later nie as 2 nm. op die dag voor die datum wat in die kennisgewing genoem word.

(2) Waar korttyd in 'n bedryfsinrigting ingevoer is, moet 'n werknemer wat hom op enige dag by die bedryfsinrigting aanmeld, vir minstens die oggendwerktydperk op sodanige dag werk gegee of, in plaas daarvan, loon betaal word tensy hy voor sodanige dag in kennis gestel is dat sy dienste op daardie dag nie nodig sal wees nie.

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

7. BETALING VAN BESOLDIGING

(1) Behoudens die bepalings van subklousule (5) van klousule 14 van hierdie Ooreenkoms, moet lone en ander bedrae wat aan 'n werknemer verskuldig is, weekliks op Vrydae en wel binne 15 minute nadat 'n werknemer vir die dag opgehou het met werk, in kontant betaal word, en dit moet in 'n verseëlde koevert of ander houer wees waarop of waarin daar 'n staat moet wees wat die werkgewer se naam, die werknemer se naam of betaalstaatnommer moet wees, asook die werknemer se bedryf, die getal gewone en oortydure gewerk, die besoldiging verskuldig en die tydperk ten opsigte waarvan besoldiging betaal word, en besonderhede oor enige aftrekkings gedoen; met dien verstande dat—

(a) 'n werknemer, op sy versoek, die lone en ander bedrae wat aan hom verskuldig is, maandeliks betaal mag word op die laaste dag van die maand en wel binne 15 minute nadat hy vir die dag opgehou het met werk of, indien die laaste dag van die maand op 'n Sondag of 'n openbare vakansiedag of 'n Saterdag val, op die laaste werkdag voor sodanige Sondag, na gelang van die geval;

(b) waar 'n werknemer se dienste nie op die gewone weeklikse of maandelikse betaaldag van die bedryfsinrigting, na gelang van die geval, eindig nie, alle bedrae wat aan hom verskuldig is, onmiddellik by sodanige beëindiging aan hom betaal moet word;

(c) wanneer daar nie van 'n werknemer wat weekliks betaal word, vereis word om op Vrydag of, in die geval van 'n werknemer wat maandeliks betaal word, op die laaste dag van die maand te werk nie, of wanneer 'n werknemer korttyd werk, hy binne 15 minute nadat hy vir die week of die maand na gelang van die geval, opgehou het met werk, ooreenkomstig hierdie subklousule betaal moet word.

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

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

(a) behoudens andersluidende bepalings in hierdie ooreenkoms, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op las of op versoek van sy werkgewer, 'n pro rata bedrag vir die tyd wat werklik verloor is, afgetrek mag word;

(b) waar korttyd ingevoer is, die werknemers vir die werklike tyd wat hulle gewerk het, betaal mag word;

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) An employee employed on piece-work or any other form of wage incentive shall be paid by the employer the full amount earned by him; provided, however, that he shall not in any week be paid less than the amount he would have been entitled to in terms of this Agreement if he had been employed purely as a time worker.

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 amoungst the employees in each of the sections or departments concerned.

7. PAYMENT OF REMUNERATION

(1) Subject to the provisions of subclause (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, and shall be contained in a sealed envelope or other sealed container on or in which shall appear a statement showing the employers' name, employees' name or pay-roll number, the employees occupation, the number of ordinary and overtime hours worked, the remuneration due the period in respect of which payment is made and particulars of any deduction made; 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 subclause 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 or 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) behoudens die bepalings van klousule 11 van hierdie Ooreenkoms, waar 'n werkgewer sy bedryfsinrigting gedurende die maande Desember en/of Januarie sluit vir die vakansiereses, die werkgewer nie verplig is om lone vir tyd wat verloor is, te betaal nie;

(d) 'n werkgewer met die skriftelike toestemming van die werknemer bedrae vir versekerings- of pensioenfondse of kontantbedrae wat die werkgewer aan sy werknemer voorgeskiet het, mag aftrek;

(e) bydraes tot die fondse van die Raad ingevolge klousule 19 en bydraes tot die Siektebystandsfonds ingevolge klousule 25 van hierdie Ooreenkoms deur die werkgewer afgetrek moet word;

(f) indien daar weens die stilstand van masjinerie geen werk vir 'n werknemer is nie, die werkgewer slegs vir verlore tyd van langer as twee uur bedrae van die loon van sodanige werknemer mag aftrek;

(g) alle bedrae wat 'n werkgewer kragtens 'n wet, ordonnansie of regsproses verplig is om ten behoewe van die werknemer te betaal, afgetrek mag word;

(h) die werkgewer met die skriftelike toestemming van die werknemer bedrae mag aftrek vir bydraes tot die fondse van die vakvereniging.

8. WERKURE

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

(a) om langer as 42½ uur, uitgesonderd etenstye, in 'n bepaalde week te werk nie;

(b) om langer as agt en 'n half uur, uitgesonderd etenstye, op 'n bepaalde dag te werk nie;

(c) om vir 'n aaneenlopende tydperk van langer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie; met dien verstande dat werktydperke wat onderbreek word deur 'n pouse van korter as een uur, vir die toepassing van hierdie paragraaf geag word aaneenlopend te wees;

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

(2) 'n Ruspouse van minstens 10 minute, waarin geen werk verrig mag word nie, moet so naby moontlik aan die middel van elke oggend- en namiddagwerktydperk aan elke werknemer toegestaan word, en sodanige pouses word geag tyd te wees wat gewerk is. Gerei en kookwater om tee te maak, moet deur die werkgewer verskaf word en elke dag, van Maandag tot en met Vrydag, aan die begin van elke ruspouse asook tydens die etenstyd in die middag, aan die werknemer beskikbaar gestel word.

(3) Vir die toepassing van paragraaf (a) van subklousule (1) van hierdie klousule, word 'n werknemer wat nie op 'n vakansiedag soos in subklousule (3) (a) van klousule 10 bedoel, werk nie, geag sy gemiddelde gewone werkure op daardie dag te gewerk het.

9. OORTYD

(1) Ondanks die bepalings van paragrawe (a) en (b) van subklousule (1) van klousule 8, mag 'n werkgewer van 'n werknemer vereis of hom toelaat om in 'n bepaalde week oortyd te werk vir 'n totale tydperk van hoogstens—

(a) 10 uur; of

(b) 'n getal ure (wat meer as 10 mag wees) wat die Raad vasgestel het in 'n skriftelike kennisgewing aan die werkgewer waarin die werknemer of die klas werknemers op wie die kennisgewing van toepassing is en ook die tydperk waarvoor en die voorwaardes waarop dit geldig is, vermeld word;

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

(a) vir langer as twee uur op 'n dag;

(b) op meer as drie agtereenvolgende dae;

(c) op meer as 60 dae in 'n jaar;

(d) langer as een uur op 'n dag nadat sy haar gewone werkure voltooi het, tensy hy—

(i) sodanige werknemer voor die middaguur daarvan in kennis gestel het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of

(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 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 fund 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 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. HOURS OF WORK

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

(a) to work for more than 42½ hours, excluding meal time in any one week;

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

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

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

(2) A rest interval of not less than 10 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) of subclause (1) of this clause, an employee who does not work on any holiday referred to in subclause (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 subclause (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—

(a) ten hours; or

(b) a number of hours (which may exceed 10) fixed by the Council by notice, in writing, to the employer, specifying the employee, or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid;

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

(a) for more than two hours on any day;

(b) on more than three consecutive days;

(c) on more than 60 days in any year;

(d) after completion of her ordinary working hours for more than one hour on any day unless he has—

(i) given notice thereof to such employee before midday; or

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) sodanige werknemer 'n voorgeskrewe toelae van minstens 15 sent betyds betaal het om die werknemer in staat te stel om 'n ete te nuttig voordat die oortydwerk moet begin.

(2) 'n Werkgewer moet 'n werknemer in sy diens ten opsigte van alle oortydwerk wat sodanige werknemer verrig, besoldig teen minstens een en een derde maal sy gewone loon.

(3) Daar mag van geen werknemer vereis word om sonder sy toestemming oortyd te werk nie.

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

10. BESOLDIGING VIR SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE

(1) *Werk op Saterdag.*—Geen werk mag sonder die toestemming van die Raad op Saterdae verrig word nie, en alle tyd wat daar op 'n Saterdag gewerk word, word geag oortydwerk te wees, en daarvoor moet betaal word ooreenkomstig die bepalings van subklousule (2) van klousule 9.

(2) *Werk op Sondag.*—Geen werk mag op 'n Sondag verrig word nie tensy die Raad vooraf toestemming daartoe verleen het. Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer—

(a) hom minstens twee maal die loon betaal wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, of hom minstens twee maal sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, naamlik die grootste bedrag; of

(b) hom een en een derde maal sy weekloon, gedeel deur 42½, betaal vir elke uur of gedeelte van 'n uur wat hy op sodanige dag gewerk het en hom binne sewe dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal.

(3) *Openbare vakansiedae:*

(a) *Openbare vakansiedae met besoldiging.*—'n Werknemer is geregtig op verlof met volle besoldiging ten opsigte van ondergenoemde openbare vakansiedae, en waar daar van hom vereis word of waar hy toegelaat word om op sodanige vakansiedag te werk, moet hy, benewens sy gewone loon ten opsigte van sodanige vakansiedag, sy gewone tydloon ten opsigte van die ure aldus gewerk, betaal word:—

Goeie Vrydag, Paasmaandag, Van Riebeeck-dag, Hemelvaartdag, Setlaarsdag, Geloftedag, Republiekdag, Gesinsdag, Kersdag en Nuwejaarsdag.

(b) *Openbare vakansiedae sonder besoldiging:*

Krugerdag.—Waar 'n werknemer gelas word om hom nie op Krugerdag vir werk aan te meld nie en minstens 75 persent van die werknemers in 'n bedryfsinrigting toestem dat die werkgewer sy bedryfsinrigting op daardie dag sluit, moet besoldiging vir drie uur ten opsigte van sodanige dag aan 'n 'n werknemer betaal word, en die werkgewer mag 'n bedrag gelyk aan die gewone loon van die werknemer, ten opsigte van die gewone ure wat hy op sodanige dag sou gewerk het, van die loon van sodanige werknemer aftrek, en vir die toepassing van voorbehoudsbepaling (d) van klousule 14 (1) word dit nie geag korttyd te wees nie.

Waar daar van 'n werknemer vereis word of hy toegelaat word om op sodanige dag te werk, moet hy besoldiging vir drie uur en sy gewone tydloon betaal word ten opsigte van die ure wat hy aldus gewerk het.

Tweede Kersdag.—Tweede Kersdag, wat binne die tydperk val waarin die bedryfsinrigting vir die jaarlikse vakansie gesluit is, word vir die toepassing van klousule 11 (1) (i) (a) geag 'n "gewone werkdag" te wees.

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

(c) *Paasnaweek.*—Geen werk mag na 1 nm. op die dag onmiddellik voor Goeie Vrydag verrig word nie, en die werknemers moet die namiddag vry gegee word as 'n halwe vakansiedag met besoldiging; met dien verstande dat geen betaling ooreenkomstig hierdie paragraaf aan die werknemer verskuldig is nie tensy hy werklik gedurende die oggendwerktydperk in die bedryfsinrigting aanwesig was.

Die werknemer moet vir sodanige namiddag volle besoldiging ontvang ten opsigte van die ure wat gewoonlik op Donderdagnamiddae gewerk word.

Waar daar werk verrig word op sodanige halwe vakansiedag met besoldiging, moet die werknemers benewens die besoldiging vir sodanige halwe vakansiedag, ook vir tyd na 1 nm. gewerk, besoldiging teen die oortydtarief ontvang.

(iii) 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-third his ordinary rate of wages 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 subclause (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—

(a) 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

(b) 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 pay 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 in respect of such holiday, wages 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) *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 concenting to the employer closing his establishment on that day, three hours pay 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 three hours pay 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 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 establishement 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) Besoldiging wat ingevolge hierdie klousule betaalbaar is, moet voor of op die betaaldag wat volg op die tydperk ten opsigte waarvan sodanige besoldiging betaalbaar geword het, aan die betrokke werknemer betaal word.

11. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING.

(1) *Jaarlikse verlof:*

(i) Elke werknemer wat op die laaste dag waarop hy sy verlof kan begin neem, minstens een jaar ononderbroke diens by sy werkgewer voltooi het, moet tussen 15 Desember van elke jaar en 14 Januarie van die daaropvolgende jaar minstens drie agtereenvolgende weke jaarlikse verlof verleen word, wat soos volg saamgestel is:—

(a) 13 gewone werkdae teen sy volle loon;

(b) Kersdag en Nuwejaarsdag as openbare vakansiedae met besoldiging soos in klousule 10 (3) van hierdie Ooreenkoms bepaal;

(c) Wanneer Geloftedag binne die tydperk van jaarlikse verlof val, moet dit ingevolge klousule 10 (3) van hierdie Ooreenkoms ook geag word 'n openbare vakansiedag met volle besoldiging te wees, sodat die jaarlikse verloftyd dan met een dag verleng word.

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

(a) vir elke voltooide maand diens in daardie jaar, 'n bedrag gelyk aan een dag se besoldiging; plus

(b) vir elkeen van die volgende openbare vakansiedae wat binne die tydperk waarin die bedryfsinrigting vir die jaarlikse vakansietyd gesluit is, val, nl. Geloftedag, Kersdag en Nuwejaarsdag, 'n bedrag gelyk aan een dag se besoldiging ten opsigte van elke sodanige vakansiedag.

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

Een dag se besoldiging ten opsigte van elke voltooide maand diens gereken vanaf 15 Desember van die vorige jaar of die datum van indiensneming, naamlik die kortste tydperk.

(2) *Openbare vakansiedae met besoldiging:*

(i) Benewens die openbare vakansiedae met besoldiging wat gewoonlik binne die jaarlikse verloftydperk val, d.w.s. Kersdag en Nuwejaarsdag, is elke werknemer op Goeie Vrydag, Paasmaandag, Van Riebeeck-dag, Hemelvaartdag, Setlaars-dag, Republiekdag, Gesinsdag, en Geloftedag geregtig op verlof met volle besoldiging en moet dit aan hom verleen word.

(ii) Waar 'n werknemer se diens beëindig word onmiddellik voor enigeen van die openbare vakansiedae met besoldiging wat in hierdie subklousule genoem word, is hy geregtig op besoldiging vir sodanige openbare vakansiedag; met dien verstande dat sodanige dag binne 'n verlengde tydperk wat soos volg bereken word, val—

Een werkdag ten opsigte van elke voltooide maand diens (gereken vanaf die dag waarop die werknemer laas op verlof geregtig geword het of vanaf die datum van indiensneming, naamlik die kortste tydperk) moet by die datum gevoeg word waarop die werknemer se diens eindig, en indien 'n openbare vakansiedag met besoldiging binne sodanige verlengde tydperk val, moet hy daarvoor betaal word.

(iii) Wanneer 'n werknemer op Goeie Vrydag, Paasmaandag, Hemelvaartdag, Setlaarsdag, Republiekdag, Gesinsdag, Van Riebeeck-dag, Kersdag, Geloftedag of Nuwejaarsdag werk, moet sy werkgewer hom benewens die besoldiging waarop hy geregtig sou gewees het indien hy nie aldus gewerk het nie, minstens sy gewone uurloon ten opsigte van die totale tydperk op sodanige dag gewerk, betaal.

(iv) Ingeval 'n vakansiedag met besoldiging op 'n Sondag val, moet die daaropvolgende dag geag word sodanige vakansiedag te wees.

(v) Ingeval enigeen van die vakansiedae met besoldiging wat in subklousule (1) en (2) van hierdie klousule bedoel word, op 'n Saterdag val, moet 'n werkgewer sy werknemer wat nie op sodanige dag werk nie, agt en 'n half uur se loon betaal benewens die besoldiging wat aan hom verskuldig is vir tyd gewerk van die Maandag tot die Vrydag wat sodanige Saterdag onmiddellik voorafgaan.

(vi) Wanneer 'n werknemer op 'n vakansiedag met besoldiging wat op 'n Saterdag val, werk, geskied besoldiging vir sodanige dag ooreenkomstig subklousule (2) (v) en kry hy daarbenewens een en een derde maal sy uurloon vir elke uur wat hy op sodanige Saterdag gewerk het.

(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 15 December of each year and 14 January of the following year, be granted at least three consecutive week's annual leave made up as follows:—

(a) Thirteen ordinary working days at full wage;

(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 15 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; 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 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 in respect of each completed month of service calculated from 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 on Good Friday, Easter Monday, Van Rebeeck 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 subclause, he shall be entitled to payment for such public holidays; provided they fall within an extended period calculated as follows—

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

(iii) Whenever an employee works on Good Friday, Easter Monday, Ascension Day, 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 subclauses (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 subclause (2) (v) plus, in addition, one and one-third times his hourly rate of wage for each hour worked on such Saturday.

(3) *Besoldiging vir verlof.*—Die werkgewer moet aan sy werknemer aan wie verlof ingevolge subklousule (1) van hierdie klousule verleen word, voor of op die laaste werkdag voor die aanvang van genoemde tyd sy besoldiging ten opsigte van verlof betaal, en elke bedrag wat ingevolge subklousule (1) of subklousule (2) van hierdie klousule aan 'n werknemer betaal word, moet bereken word teen die besoldiging wat die werknemer ontvang het onmiddellik voor die datum 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 die tyd werklik deur hom gewerk, moet sy gewone loon, vir die toepassing van hierdie klousule, bereken word asof hy per uur besoldig word en dit moet op enige datum vasgestel word deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum, of gedurende sy totale dienstyd by die betrokke werkgewer, naamlik die kortste tydperk, te deel deur die getal ure gewerk gedurende die tyd ten opsigte waarvan sodanige besoldiging betaal is.

(4) Vir die toepassing van hierdie klousule, word diens geag te begin op—

(a) die datum waarop die werknemer by die werkgewer in diens getree het; of

(b) die datum waarop 'n werknemer laas ten minste drie agtereenvolgende weke jaarlikse verlof met volle betaling toegestaan was; naamlik die jongste datum.

(5) Wanneer die dienstydperk wat 'n werknemer laat kwalifiseer vir jaarlikse verlof ingevolge subklousule (1) van hierdie klousule, bereken word, mag 'n werkgewer nie korttyd aftrek nie.

(6) Waar 'n werknemer van sy werk weggebly het om 'n ander rede as dié in die subklousule (9) van hierdie klousule bedoel of om 'n rede wat sy werkgewer bevredig, word sodanige tydperk van afwesigheid nie geag diens ingevolge subklousule (1) van hierdie klousule te wees nie.

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

(8) *Verloftyd en diensopsegging mag nie saamval nie.*—Die jaarlikse verloftyd van 'n werknemer mag nie met 'n tydperk waarin 'n werknemer kennis van diensbeëindiging gegee is of met 'n tydperk waarin hy ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan, saamval nie.

(9) Alle tydperke waarin 'n werknemer—

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

(b) vir militêre opleiding van hoogstens vier maande, wat in daardie jaar ondergaan word, afwesig is; of

(c) op las of op versoek van sy werkgewer van sy werk afwesig is; of

(d) van sy werk afwesig is weens siekte of weens die feit dat geen vrou gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die geboorte eindig, in 'n bedryfsinrigting mag werk nie en geen werkgewer van 'n vrou mag vereis of haar mag toelaat om gedurende sodanige tydperk te werk nie (Indien die kind doodgebore is of binne agt weke na geboorte sterf, is die bepalings van hierdie subklousule met ingang van die datum wat die Nywerheidsraad vasstel, nie meer van toepassing nie);

word vir die toepassing van subklousules (1) en (2) van hierdie klousule geag diens te wees; 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 soos in voorbehoudsbepaling (ii) hieronder bedoel word, is nie, in gebreke bly om, nadat die werkgewer hom daartoe versoek het, aan die werkgewer 'n doktersertifikaat voor te lê waarin verklaar word dat hy weens siekte verhinder is om sy werk te verrig, of nie ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende 12 maande diens, wat langer as 30 dae is, van toepassing is nie;

(ii) daar nie van 'n werknemer wie se werkgewer ingevolge 'n Wet van die Parlement voorsiening vir die versorging en behadeling van sodanige werknemer moet maak wanneer hy siek of beseer is, vereis mag word om ten opsigte van enige tydperk van afwesigheid soos in voorbehoudsbepaling (i) bedoel, 'n doktersertifikaat voor te lê nie.

(3) *Payment for Leave.*—The employer shall pay to his employee to whom leave is granted in terms of subclause (1) of this clause his pay in respect of leave not laterthan the last working day before the commencement of the said period and any amount paid to an employee in terms of subclause (1) or subclause (2) of this clause 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 was last granted at least there consecutive weeks annual leave on full pay; 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 subclause (1) of this clause.

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

(b) is absent on military training, not exceeding four months, undergone in that year; 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 subclause shall cease to apply as from the date fixed by the Industrial Council;

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

(i) the provision of paragraph (d) of this subclause 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 die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, of in 'n werkwinkel wat kragtens klousule 13 van hierdie Ooreenkoms geregistreer is, uitbestee nie, en hy mag ook nie van 'n werknemer vereis of hom toelaat om werk in die Hoedenywerheid elders as in 'n bedryfsinrigting wat deur die werkgewer verskaf, uitgerus, onderhou en beheer word, te verrig nie.

(2) Vir die toepassing van hierdie klousule omvat "werkgewer in die Nywerheid" ook 'n persoon wat nie self 'n fabrikant is nie maar wat werk wat, as dit gedoen word op die perseel van die persoon wat die werk uitbestee,werk sou uitmaak wat binne die omskrywing van "Hoedenywerheid" val, aan ander uitbestee. Vir die toepassing van hierdie subklousule omvat "werk uitbestee" ook die uitreiking van materiaal met die doel om sodanige materiaal te laat opmaak in dames- of meisieshoede of dele van dames- en meisieshoede en omvat dit ook die verandering en/of heelmaak daarvan, uitgesonderd veranderings wat toevallig in verband met die verkoop van 'n hoed in 'n winkel gemaak word.

13. REGISTRASIE VAN WERKWINKEL

Elke okkupeerder van 'n werkwinkel waarin 'n werksaamheid van die Hoedenywerheid uitgevoer word, moet, as hy dit nie reeds ingevolge '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 werksaamhede begin het, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die perseel waar sodanige werkwinkel gevestig is, van die name van die vennote van die onderneming of, as dit 'n maatskappy met beperkte aanspreeklikheid is, van die name van die sekretaris of direkteure.

Die Sekretaris van die Raad moet daarna aan die okkupeerder van die werkwinkel 'n registrasiesertifikaat uitreik wat deur hom onderteken is. Hoede mag nie elders as in 'n werkwinkel wat ingevolge hierdie klousule geregistreer is, vervaardig word nie; met dien verstande egter dat hierdie klousule nie in die geval van 'n werkwinkel wat ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, as 'n fabriek geregistreer is, van toepassing is nie.

Ingeval daar 'n verandering in die samestelling van die vennootskap of firma of 'n adresverandering van die werkwinkel plaasvind, moet die Sekretaris van die Raad binne twee weke na die datum van die verandering van sodanige verandering in kennis gestel word.

14. DIENSBEËINDIGING

(1) Behoudens die bepalings van subklousule (2), (4) en (5) van hierdie klousule, moet die werkgewer of die werknemer, in die geval van 'n weekliks besoldigde werknemer, minstens een week, wat begin op die gewone betaaldag van die werknemer, en in die geval van 'n maandeliks besoldigde werknemer minstens, twee weke wat begin om 12-uur middag op die 1ste dag of die 16de dag van die maand, skriftelik kennis van die beëindiging van 'n dienskontrak gee; met dien verstande dat hierdie bepaling nie die volgende raak nie—

(a) 'n werkgewer of 'n werknemer se reg om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

(b) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n diensopseggingstermyn wat vir albei partye ewe lank is en langer is as die termyn wat in hierdie klousule voorgeskryf word;

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 bedrag te betaal of te verbeur, na gelang van die geval, in plaas daarvan om een week of twee weke, na gelang van die geval, vooraf kennis te gee of dié kennis te gee waaroor daar ooreenkomstig voorbehoudsbepaling (b) hierbo ooreengekom is;

(d) 'n werknemer wat korttyd werk, sy diens kan beëindig sonder om kennis te gee;

(e) 'n weekliks besoldigde werknemer se dienstydperk wat eindig voor of op die tweede betaaldag wat volg op die datum waarop die diens begin het of 'n maandeliks besoldigde werknemer se dienstydperk wat eindig voor of by die voltooiing van twee weke diens na die datum waarop die diens begin het, geag moet word 'n proeftydperk te wees tensy daar in 'n skriftelike ooreenkoms anders bepaal word, en sodanige diens kan deur die werkgewer sonder kennisgewing beëindig word.

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 subclause "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 liablility 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 subclauses (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 written agreement between an employer and his employee providing for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

and provided further that—

(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 weeks' notice as the case may be or in lieu of the notice agreed upon interms of proviso (b) above;

(d) an employee who is working short-time may terminate his employment without giving notice;

(e) the period of employment of a weekly paid employee ending on or before the second pay day subsequent to the date of commencing employment, or in the case of a monthly paid employee, the period of employment ending before or on the completion of two weeks after the date of commencing employment shall, unless the contrary is stated in a written agreement, be deemed to be a period of trail, and such employment may be terminated by the employer or the employee without notice.

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

(3) Geen werkgewer mag 'n werknemer weens laasgenoemde se afwesigheid met verlof waarvoor die werkgewer se skriftelike toestemming verkry is, ontslaan nie.

(4) Afwesigheid van werk, weens 'n ander oorsaak as siekte, vir 'n tydperk van ses agtereenvolgende kalenderdae sonder die toestemming van die werkgewer, maak beëindiging van 'n dienskontrak uit, maar afwesigheid wat deur siekte veroorsaak word, moet soos volg behandel word—

(a) die werknemer moet binne genoemde tydperk van ses kalenderdae 'n doktersertifikaat waarin verklaar word dat hy nie sy gewone werk kan verrig nie, aan die werkgewer voorlê of aan hom verstrek; en

(b) mits die sertifikaat binne die tydperk hierbo voorgeskryf t.w. ses kalenderdae, aan die werkgewer voorgelê of verstrek word—

(i) kan die werkgewer, as hy dit wil doen, die pos oophou totdat die werknemer in staat is om sy gewone werk te hervat; of

(ii) moet die werkgewer, as hy dit nie wil doen nie, aan sodanige werknemer, op die dag waarop die bedryfsinrigting se werkweek eindig, een week kennis van diensbeëindiging gee; en

(iii) moet die diens van die werknemer wat in gebreke bly om terug te kom en gedurende sodanige kennisgewingstermyn te werk, beëindig word aan die einde van daardie week kennisgewing;

(c) as die werkgewer versuim om sodanige week kennisgewing van diensbeëindiging terug te hou nadat hy binne die voorgeskrewe tydperk van ses kalenderdae 'n doktersertifikaat van die betrokke werknemer ontvang het, moet hy aan sodanige werknemer 'n week se loon betaal in plaas van kennis te gee van diensbeëindiging, tensy hy besluit om die werknemer se diens te behou.

(5) Wanneer 'n werkgewer 'n werknemer se diens ooreenkomstig subklousule (4) beëindig, kan hy kennis van sodanige beëindiging gee deur die Sekretaris van die Raad skriftelik daarvan in kennis te stel. Die dienskaart wat die werkgewer ingevolge klousule 17 (2) aan die werknemer moet oorhandig, asook enige loon of ander bedrae wat by sodanige beëindiging aan die werknemer verskuldig is, moet saam met sodanige kennisgewing aan die Raad gestuur word vir deursending aan die werknemer wanneer hy daarom aansoek doen.

Die bepalings van hierdie subklousule is *mutatis mutandis* van toepassing op enige diensbeëindiging ooreenkomstig subklousule (1).

15. PREMIES

'n Werkgewer mag geen premies vir die opleiding van 'n werknemer vra of aanneem nie.

16. BESTAANDE KONTRAKTE

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

17. INDIENSNEMING, OORPLASING EN DIENSBEËINDIGING

(1) *Dienskaarte moet by indiensneming voorgelê word.*—Voordat 'n werkgewer iemand wat om werk aansoek doen' in diens neem, moet hy van sodanige aansoeker vereis om 'n dienskaart wat in die vorm van Aanhangel A van hierdie Ooreenkoms deur die Raad uitgereik is, voor te lê.

Onmiddellik na indiensneming moet die werkgewer in die ruimte bedoel vir "verdere ondervinding", die naam van sy fabriek, die datum van indiensneming en die loon by indiensneming invul en die kaart veilig bewaar sodat dit later, by die diensbeëindiging van die werknemer, ooreenkomstig die bepalings van subklousule (2) van hierdie klousule behandel kan word.

(2) *Dienskaart moet by diensbeëindiging aan werknemer teruggegee word.*—By die diensbeëindiging van 'n werknemer moet die werkgewer onmiddellik die res van die besonderhede op die werknemer se dienskaart invul, nl. die datum waarop hy die diens verlaat, sy loon op sodanige datum, sy beroep en die lengte van sy diens. Die ingevulde kaart moet daarna geparafeer en by diensbeëindiging aan die werknemer oorhandig word.

(2) An employee put off during the currency of any period of notice given in terms of subclause (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 days, a medical certificate certifying his inability to perform his usual work; and

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

(i) if he so desires, keep the employment open until the employee is able to resume his usual work;

(ii) if he is not prepared to do so, it shall be incumbent upon him to tender to such an employee on the day which concludes the working week of the establishment, one week's notice to terminate his employment; and

(iii) if the employee fails to return and work out such notice his employment shall be terminated at the end of that week of notice;

(c) should the employer fail to reserve such week's notice, after receiving a medical certificate from any employee concerned within the prescribed period of six 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 subclause (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 subclause shall *mutatis mutandis* apply to any termination of employment in terms of subclause (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, wage on engagement and shall retain the card in safe keeping so that it can in due course be dealt with in terms of subclause (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, occupation and length of employment. The completed card shall thereafter be initialled and handed to the employee on termination of service.

(3) *Prosedure wanneer werknemer nie 'n dienskaart voorlê nie.*—Die werkgewer moet die voornemende werknemer onmiddellik by indiensneming 'n aansoek in die vorm van Aanhangsel B van hierdie Ooreenkoms laat invul en dit heg aan die weeklikse opgawe van indiensnemings soos in subklousule (4) hieronder bedoel.

(4) *Maandelikse opgawe van indiensnemings en diensbeëindigings.*—Die werkgewer moet voor of op die laaste dag van elke maand 'n opgawe in die vorm van Aanhangsel C van hierdie Ooreenkoms van alle indiensnemings en diensbeëindigings van werknemers ten opsigte van daardie maand invul en dit aan die Raad en die Siektebystandsfonds stuur; met dien verstande dat, waar daar geen personeelveranderings in 'n maand plaasgevind het nie, geen opgawe ingedien hoef te word nie.

(5) *Kennis moet van oorplasings gegee word.*—Elke werkgewer moet binne vyf dae na die einde van elke kalendermaand kennis in die vorm voorgeskryf in Aanhangsel D van hierdie Ooreenkoms, van alle oorplasings van sy werknemers van die een beroep na 'n ander aan die Raad gee.

Die werkgewer moet ewe-eens oorplasings aanteken op die betrokke kaarte van al die werknemers wat daardeur geraak word.

(6) *Verpligte X-straalondersoek van nuwe toetreders tot die Nywerheid en jaarlikse ondersoek van werknemers.*—Geen persoon wat nie voorheen in die Nywerheid werksaam was nie, mag na die datum waarop hierdie Ooreenkoms in werking tree, deur 'n werkgewer in diens geneem word nie tensy die werkgewer òf voor sodanige indiensneming òf binne vier weke na die datum van indiensneming 'n doktersertifikaat van die Tuberkulosekliniek van die Munisipaliteit van Kaapstad verkry het waarin verklaar word dat die betrokke persoon geskik vir werk is.

Daarbenewens moet elke werkgewer een keer elke kalenderjaar, nadat hierdie Ooreenkoms in werking getree het, elkeen van sy werknemers deur die Tuberkulosekliniek van die Munisipaliteit van Kaapstad laat ondersoek, en behoudens die bepalings van klousule 14 van hierdie Ooreenkoms, mag geen werkgewer sodanige werknemer in diens hou nie tensy die werkgewer binne vier weke vanaf die datum waarop die werknemer aldus ondersoek is, 'n diensgeskiktheidsertifikaat van genoemde kliniek verkry het.

Die doktersertifikaat moet in die vorm wees soos voorgeskryf in Aanhangsel F van hierdie Ooreenkoms en moet aan die Sekretaris van die Siektebystandsfonds gestuur word.

18. VRYSTELLINGS

(1) Die Raad mag om enige afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van persone verleen; met dien verstande dat geen vrystelling van paragraaf (d) van subklousule (1) van klousule 8 van die Ooreenkoms ten opsigte van vroulike werknemers wat handearbeid verrig, verleen mag word nie, uitgesonderd om werk te doen wat nodig is ingeval van nood of wat nodig is ten einde die verlies van grondstowwe wat prosesbehandeling ondergaan en wat maklik kan bederf, te voorkom.

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

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

(a) Die naam van die betrokke persoon voluit;

(b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes wat ooreenkomstig die bepalings van subklousule (2) van hierdie klousule gestel is en waarop die vrystelling verleen word; en

(d) die tydperk waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(a) alle sertifikate wat uitgereik word, in volgorde nommer; en

(b) 'n kopie van elke sertifikaat wat uitgereik word, bewaar; en

(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 subclause (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.

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

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

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption is granted;

(c) the conditions fixed in accordance with the provisions of subclause (2) of this clause, subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(a) number consecutively all licences issued; and

(b) retain a copy of each licence issued; and

(c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings van 'n vrystellingsertifikaat nakom wat ooreenkomstig hierdie klousule uitgereik is.

19. FONDSE VAN DIE RAAD

Die fondse van die Raad, wat berus by en geadministreer word deur die Raad, word soos volg verskaf:—

Op die eerste dag nadat hierdie Ooreenkoms in werking getree het, en op elke daaropvolgende betaaldag, moet elke werkgewer vier sent aftrek van die loon van elkeen van sy werknemers vir die minimum lone in hierdie Ooreenkoms voorgeskryf word. Die totale bedrag wat aldus afgetrek is, saam met 'n bedrag wat daaraan gelyk is en wat deur die werkgewer bygedra moet word, moet maandeliks en wel voor of op die 7de van die daaropvolgende maand, saam met 'n opgawe in die vorm van Aanhangsel E van hierdie Ooreenkoms, deur die werkgewer aan die Sekretaris van die Raad gestuur word.

20. WERKGEWERSORGANISASIE

(1) Elke werkgewer moet 'n beampte of lid van die vakvereniging wat skriftelik deur die vakvereniging en deur die Raad daartoe gemagtig is, toelaat om sy bedryfsinrigting van tyd tot tyd gedurende die middagetensuur te betree ten einde—

(a) onderhoude in verband met vakverenigingsake met die werknemers te voer;

(b) nuwe lede in te skryf;

(c) kennisgewings wat deur die vakvereniging uitgereik word, op te plak en uit te deel;

(d) lede se bydraes tot die vakvereniging in te vorder.

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

21. AGENTE

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

22. INDIENSNEMING VAN MINDERJARIGES

Niemand onder 15 jaar mag in die Nywerheid in diens geneem word nie.

23. INDIENSNEMING VAN LEDE VAN DIE VAKVERENIGING

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

(a) die bepalings van hierdie klousule nie van toepassing is nie op die indiensneming in die Nywerheid van 'n 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, grondige rede het om te weier om lid van die vakvereniging te word of te bly;

(b) 'n werkgewer wat nadelig geraak word of geraak sal word deur 'n weiering van lidmaatskap, sy saak aan die Raad kan voorlê, wat kan verklaar dat die bepalings van hierdie klousule, ondanks sodanige weiering, hom nie belet om lede van die vakvereniging in diens te neem nie;

(c) die bepalings van hierdie klousule nie gedurende die eerste jaar na die datum van 'n immigrant se aankoms in die Republiek van Suid-Afrika op hom van toepassing is nie; met dien verstande dat, as 'n immigrant te eniger tyd na verloop van drie maande sedert sy diensaanvaarding in die Nywerheid 'n uitnodiging van die vakvereniging om lid daarvan te word, van die hand gewys het, die bepalings van hierdie klousule onmiddellik van krag word.

24. VERTONING VAN OOREENKOMS

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

(c) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

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

(a) interviewing the employees on trade union matters;

(b) enrolling new members;

(c) posting and distributing notices issued by the trade union;

(d) collecting members' contributions to the trade union.

(2) The authorised 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 to interrogate such persons as may be necessary for the purpose.

22. EMPLOYMENT OF MINORS

No person under the age of 15 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—

(a) the provisions of this clause shall not apply to the employment in the Industry of any employee who has been refused membership by the trade union or who has been suspended or expelled from membership of the trade union or who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the union;

(b) any employer who is or will be adversely affected by a refusal of membership may place his case before the Council, which may declare that notwithstanding such refusal, the provisions of this clause shall not preclude him from employing members of the trade union;

(c) the provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the 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. SIEKTEBYSTANDFONDS

(1) Hierby word 'n siektebystandfonds wat as die "Siektebystandfonds vir die Hoedenywerheid, Kaap", bekend staan, wat oorspronklik by Goewermentskennisgewing 369 van 7 Maart 1958 gestig is en wat hieronder die "Fonds" genoem word, voortgesit om voorsiening te maak vir die betaling van bystand aan werknemers gedurende tye wat hulle weens siekte van die werk afwesig is.

Die Fonds bestaan uit die volgende:—

(i) Bydraes wat ingevolge hierdie Ooreenkoms in die Fonds gestort word;

(ii) rente verkry uit die belegging van gelde van die Fonds;

(iii) ander bedrae waarop die Fonds geregtig mag word.

(2) Die Fonds word volgens en ingevolge die reëls van genoemde Fonds soos deur die Raad goedgekeur, geadministreer deur 'n Bestuurskomitee, hieronder die "Komitee" genoem, wat deur die Raad aangestel is op 'n behoorlik gekonstitueerde vergadering van die Raad en wat bestaan uit twee werkgewers- en twee werknemersverteenwoordigers in die Raad, met die Voorsitter en die Ondervoorsitter van die Raad as *ex officio*-lede. Vir elke verteenwoordiger wat aangestel word, moet daar 'n sekundus aangestel word soos bepaal in klousule 5 (4) van die konstitusie van die Raad. 'n Besoldigende sekretaris, wat terselfdertyd ook die sekretaris van die Fonds moet wees, moet deur die Komitee aangestel word.

(3) Een kopie van die reëls van genoemde Fonds en alle wysigings daarvan moet deur die Sekretaris van die Raad gehou word, en een kopie van genoemde reëls en alle wysigings 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 werkgewer elke week van die loon van elke werknemer van hom, hieronder "bydraer" genoem, vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf word en wat gedurende sodanige week minstens een volle dag gewerk het, die volgende aftrek:—

(i) In die geval van 'n werknemer wat 'n loon van minder as R6.35 per week verdien, vier sent;

(ii) in die geval van 'n werknemer wat 'n loon van R6.35 per week en meer maar minder as R9.56 per week verdien, vyf sent;

(iii) in die geval van 'n werknemer wat 'n loon van R9.56 per week en meer maar minder as R12.68 per week verdien, sewe sent;

(iv) in die geval van 'n werknemer wat 'n loon van R12.68 per week of meer verdien, maar minder as R18.45 per week, agt sent;

(v) in die geval van 'n werknemer wat 'n loon van R18.45 per week of meer verdien, 12 sent.

(b) By die bedrag aldus in elke geval afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag maand vir maand maar voor of op die sewende dag van elke maand, aan die Sekretaris van die Fonds stuur by dié adres waarop die Bestuurskomitee van die Fonds van tyd tot tyd mag besluit.

(c) Die totale bedrag wat die werkgewer maandeliks aanstuur en wat sy bydraes en die bedrae wat hy van die lone van bydraers in sy diens aftrek, verteenwoordig, moet in die geval van die eerste betaling deur nuwe werknemers vergesel gaan van 'n spesiale vorm wat gratis deur die Fonds verskaf word en die volgende meld:—

(i) Die volle naam van die werkgewer;

(ii) die volle naam van elke bydraer van wie se loon 'n bedrag afgetrek is;

(iii) die werknommer en die Fondsnommer [waarvoor daar in subklousule (d) van hierdie klousule voorsiening gemaak word] van elke sodanige bydraer;

(iv) die beroep van elke sodanige bydraer;

(v) die getal ure wat elke sodanige bydraer elke week gewerk het;

(vi) die totale loon wat elke week aan elke bydraer betaal is.

In alle ander gevalle hoef die bedrag vergesel te gaan van slegs 'n opsomming wat die volle naam van die werkgewer, die totale getal bydraes onder elke groep, die betrokke tydperk en die verskuldigde bedrag toon.

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 369, dated 7 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 Committe hereinafter referred to as the committee appointed by the Council at a duly constituted meeting of the Council and consisting of two 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 clause 5 (4) of the constitution of the Council. 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 wage of less than R6.35 per week, the sum of 4 cents;

(ii) in the case of an employee earning a wage of R6.35 per week and more, but less than R9.56 per week, the sum of 5 cents;

(iii) in the case of an employee earning a wage of R9.56 per week and more, but less than R12.68 per week, the sum of 7 cents;

(iv) in the case of an employee earning a wage of R12.68 per week and more, but less than R18.45 per week, the sum of 8 cents;

(v) in the case of an employee earning a wage of R18.45 per week and more, the sum of 12 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 subclause (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) By ontvangs van die eerste 13 betalings aan die Fonds ten opsigte van elke bydraer, moet die Sekretaris van die Fonds aan elke bydraer 'n Fondsnommer toewys en 'n bydraeboek in gereedheid bring met die volgende op die voorblad:—

(a) die volle naam van die werkgewer;

(b) die volle naam van die bydraer;

(c) die werknommer van die bydraer;

(d) die fondsnommer van die bydraer.

Daarna moet die Sekretaris die bydraer in kennis stel om die boek te kom haal, en die boek moet dan aan die bydraer oorhandig word nadat hy dit in die teenwoordigheid van 'n amptenaar van die Fonds onderteken het.

(e) Alle geld wat deur die Fonds ontvang word, moet gestort word op 'n bankrekening wat deur die Nywerheidsraad vir die Hoedenywerheid (Kaap) geopen moet word; met dien verstande dat die Bestuurskomitee van tyd tot tyd magtiging mag verleen dat geld wat meer is as wat hy nodig het, belê kan word, en sodanige geld moet dan in effekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike besture, Nasionale Spaarsertifikate of spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of banke of op enige ander wyse wat deur die Nywerheidsregistrateur goedgekeur word, belê word.

(f) Die Komitee moet vir die Fonds 'n ouditeur wat 'n geregistreerde openbare rekenmeester is, aanstel en sy besoldiging, wat uit die Fonds betaal moet word, vasstel. Die rekenings van die Fonds moet vir die tydperke wat op 30 Junie en 31 Desember van elke jaar eindig, geouditeer word, en die ouditeursverslag moet onderskeidelik voor of op 30 September en 31 Maart beskikbaar gestel word. 'n Kopie van die rekeningstaat moet saam met die ouditeursverslag aan die Sekretaris van Arbeid gestuur word en 'n kopie moet ook by die kantoor van die Raad ter insae lê.

(g) Uitbetalings uit die Fonds word gestaak wanneer die bedrag wat in die krediet van die Fonds staan, daal tot minder as R100.

(5) Gedurende tydperke van afwesigheid van werk weens siekte word onderstaande bystand aan bydraers tot die Fonds betaal; met dien verstande dat aansoeke om bystand ooreenkomstig die reëls geskied:—

(i) In die geval van 'n werknemer wat 'n loon van minder as R6.35 per week verdien, R2.50 per week;

(ii) in die geval van 'n werknemer wat 'n loon van R6.35 en meer maar minder as R9.56 per week verdien, R4.00 per week;

(iii) in die geval van 'n werknemer wat 'n loon van R9.56 en meer maar minder as R12.68 per week verdien, R5.00 per week;

(iv) in die geval van 'n werknemer wat 'n loon van R12.68 en meer per week verdien, maar minder as R18.45, R8.00 per week;

(v) in die geval van 'n werknemer wat 'n loon van R18.45 per week en meer verdien, R11.50;

met dien verstande dat hierdie bystand 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 betaal word.

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

(i) geen bystand ten opsigte van enige afwesigheid van twee dae of minder betaal word nie maar dat, indien sodanige afwesigheid langer as twee agtereenvolgende dae duur, bystand vir die volle tydperk van sodanige afwesigheid betaal moet word by die indiening van 'n doktersertifikaat;

(ii) elke applikant om bystand, vir 'n tydperk van minstens 13 weke tot die Fonds moes bygedra het;

(iii) bystand nie ophoop nie en dat daar aan geen bydraer in enige kringloop van een kalenderjaar, vanaf 1 Januarie bereken, bystand vir 'n langer tydperk as dié in hierdie subklousule voorgeskryf, betaal mag word nie (d.w.s. ses weke teen die volle voorgeskrewe skaal en drie weke teen die helfte van die voorgeskrewe skaal);

(d) Upon receipt of the first 13 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 Stocks of the Government of the Republic of South Africa or local government stock, National Savings 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 public 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 30 June and 31 December, of each year, and the auditor's report shall be made available not later than 30 September, and 31 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 R100.

(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 wage of less than R6.35 per week, R2.50 per week;

(ii) in the case of an employee earning a wage of R6.35 per week and more but less than R9.56 per week, R4 per week;

(iii) in the case of an employee earning a wage of R9.56 per week and more but less than R12.68 per week, R5 per week;

(iv) in the case of an employee earning a wage of R12.68 per week and more but less than R18.45 per week, R8 per week;

(v) in the case of an employee earning a wage of R18.45 per week and more, R11.50 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 13 weeks;

(iii) benefits shall not be accumulative and no contributor shall in any cycle of one calendar year, calculated from 1 January be paid benefits for a longer period than that prescribed in this subclause (i.e. six weeks at the full prescribed rate and three weeks at half the prescribed rate);

(iv) indien 'n bydraer sy diens in die Nywerheid verlaat met die doel om ander werk buite die Nywerheid te aanvaar, hy alle aansprake op die Fonds verbeur. Indien sodanige bydraer weer tot die Nywerheid toetree, moet hy weer vir 'n tydperk van 24 weke bydra voordat hy bystand kan eis; met dien verstande dat die bepalings van hierdie paragraaf nie van toepassing is nie op 'n bydraer wat die Nywerheid verlaat om by die "Klerasienywerheid" soos omskryf in 'n ooreenkoms wat wettiglik bindend is en wat die Nywerheidsraad vir die Klerasienywerheid, Kaap, aangegaan het, in diens te tree in die gebied waarin sodanige ooreenkoms bindend is, maar wat binne 'n tydperk van hoogstens ses maande vanaf die datum waarop hy genoemde Hoedenywerheid verlaat het, weer by die Hoedenywerheid in diens tree. In sodanige geval moet sodanige bydraer, behoudens die ander voorwaardes van hierdie klousule, gekrediteer word met dié bydraes wat sodanige bydraer voorheen aan die Fonds betaal het;

(v) swangerskap en/of siekte wat daardeur veroorsaak word vir die doel van bystand nie "siekte" is nie en dat slegs een besoek aan die dokter op koste van die Fonds toegelaat word.

(6) Die koste van mediese behandeling of aptekersgoedere wat deur 'n mediese beampte gemagtig is en die koste verbonde aan die verskaffing van diens deur die Ondersteunde Oogkliniek waarvoor daar in subartikel (7) *bis* voorsiening gemaak word, moet deur die Bestuurskomitee betaal word.

Sodanige koste moet ten opsigte van 'n tydperk van hoogstens drie weke in enige kringloop van een jaar wees, bereken op die wyse wat in voorbehoudsbepaling (iii) van subklousule (5) van hierdie klousule voorgeskryf word, en is onderworpe aan dié verdere voorwaardes waarop die Bestuurskomitee van tyd tot tyd mag besluit.

(7) *Ginekologiese kliniek.*—Redelike geleenthede moet aan vroulike werknemers gegee word om die kliniek van die Siektebystandsfonds te besoek, en wanneer 'n sertifikaat van die Suster van die Siektebystandsfonds getoon word waarin verklaar word dat 'n afspraak vir die werknemer gereël is, moet die werkgewer betaal vir tyd, tot 'n maksimum van twee uur in 'n week, wat die werknemer verloor het weens haar besoek aan die Kliniek.

(7) *bis Oogkliniek.*—Die Fonds moet 'n Oogkliniek waar werknemers deur middel van 'n ortometer of soortgelyke masjien getoets kan word, verskaf en uitrus. Waar sodanige voorlopige ondersoek toon dat verdere aandag nodig is, moet die Fonds 'n afspraak met 'n spesialis reël en die werkgewer en die werknemer van sodanige afspraak in kennis stel, en die werkgewer moet die werknemer betaal vir tyd, tot 'n maksimum van twee uur in 'n week, wat hy verloor het weens 'n besoek aan die Kliniek met die doel om die afspraak met die spesialis na te kom. Voordat 'n afspraak namens 'n werknemer met sodanige spesialis gereël word, moet sodanige werknemer 'n bedrag van hoogstens R5, naamlik 'n bedrag soos van tyd tot tyd deur die Bestuurskomitee bepaal mag word, by die Siektebystandsfonds deponeer as sy bydrae tot die koste van 'n bril. Sodanige bydrae is ten opsigte van rame van die standaardtipe soos deur die Bestuurskomitee goedgekeur, en wanneer die werknemer 'n duurder raam wil hê, moet die addisionele koste ingelyks deur hom betaal word.

(8) Wanneer hierdie Ooreenkoms weens verloop van tyd of weens funksiestaking om enige rede verval, word die Fonds nog deur die Bestuurskomitee geadministreer totdat die Raad dit òf gelikwideer òf oorgeplaas het na enige ander Fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fonds in die lewe geroep is; met dien verstande dat die Fonds gelikwideer moet word tensy 'n ooreenkoms wat vir die voortsetting van die Fonds of vir die oordrag van die gelde daarvan, soos voornoem, voorsiening maak, binne 12 maande vanaf die datum van verstryking van hierdie Ooreenkoms aangegaan word. Na verstryking van genoemde tydperk van 12 maande moet die Fonds deur die Bestuurskomitee wat dan diens doen, gelikwideer word.

(9) Ingeval die Raad ontbind word of ingeval hy gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet van krag is, ophou om te funksioneer, moet die Bestuurskomitee aanhou om die Fonds te administreer en word die lede van die Komitee wat bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, vir sodanige doel geag lede daarvan te wees; met dien verstande egter dat enige vakature wat daar in die Komitee mag ontstaan, deur die Registrateur uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul kan word ten einde te verseker dat die getal werkgewers- en werknemersverteenwoordigers, en hul sekun-

(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 24 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.

(6) The cost of medical attention or pharmaceutical supplies authorised by medical officers and the costs of operating the Assisted Optical Scheme as is provided in subsection (7) *bis* shall be paid by the Management Committee.

Such costs shall be in respect of a period not exceeding three weeks in any cycle of one year calculated in the manner as set out in proviso (iii) to subclause (5) of this clause and shall be subject to such further conditions as may from time to time be decided by the Management Committee.

(7) *Gynaecological clinic.*—Reasonable facilities shall be afforded to female employees to attend the Sick Fund Clinic and upon production of a certificate from the Sick Fund Sister that an appointment has been made, the employer shall pay for time lost by the employee in attending the clinic up to a maximum of two hours in any week.

(7) *bis Optical clinic.*—The fund shall provide and equip an Optical Clinic through which employees may be tested by means of an ortho-rater or similar machine. Where the result of such preliminary test shows that further attention is needed, the fund shall arrange an appointment with a specialist and the employer and the employees notified of such appointment and the employer shall pay for time lost by the employee in attending the clinic for the purpose of keeping the appointment with the specialist up to a maximum of two hours in any week. Before any appointment is made with such specialist on behalf of any employee, such employee must lodge with the Sick Fund an amount not exceeding R5 as may from time to time be determined by the Management Committee as being the employee's contribution towards the cost of spectacles. Such contribution shall be in respect of standard type frames as accepted by the Management Committee and where a more expensive frame is desired by the employee, any additional costs involved must likewise be paid by the employee.

(8) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the management committee until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created; provided that the fund shall be liquidated unless an agreement providing for the continuation of the fund or for the transfer of its moneys as aforesaid is entered into within 12 months of the date of expiry of this Agreement. The fund shall after the expiry of the said period of 12 months be liquidated by the Management Committee in office at the time.

(9) In the event of the dissolution of the Council, or in the event of it ceasing to function during any period in which this Agreement is binding, in terms of section *thirty-four* (2) of the Act, the management committee shall continue to administer the fund and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose; provided, however, that any vacancy occurring on the committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its

dusse, in die Komitee ewe groot is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooiepunt te staan kom wat die administrasie van die Fonds, na die mening van die Registrateur, ondoenlik of onwenslik maak, mag die Registrateur 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het al die bevoegdhede van die Komitee. As daar geen Raad bestaan nie, moet die Fonds by verstryking van hierdie Ooreenkoms deur die Bestuurskomitee wat ingevolge hierdie subklousule funksioneer of die trustee of trustees, na gelang van die geval, gelikwideer soos in subklousule (10) van hierdie klousule bepaal, en indien die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwideer en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal asof dit 'n deel van die algemene fondse van die Raad uitgemaak het.

(10) By die likwidasie van die Fonds ingevolge subklousule (8) of (10) van klousule 25 van hierdie Ooreenkoms, moet die geld wat in die krediet van die Fonds oorbly nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiekoste, betaal is, in die Fonds van die Raad gestort word.

26. BYHOU VAN REGISTERS

Elke werkgewer moet te alle tye in sy bedryfsinrigting registers byhou oor besoldiging betaal, tyd gewerk en sodanige ander besonderhede wat voorgeskryf mag word.

Namens die partye op hede die 30ste dag van Januarie 1969 in Kaapstad onderteken.

LOUIS RICH, Voorsitter van die Raad.

L. A. PETERSEN, Ondervoorsitter van die Raad.

A. A. DAVIS, Sekretaris van die Raad.

duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose. If there is no Council in existance the fund shall upon the expiration of this Agreement be liquidated by the Management Committee functioning in terms of this subclause or the trustee or trustees, as the case may be, in the manner set forth in subclause (10) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section *thirty-four* (4) of the Act as if it formed part of the general funds of the Council.

(10) Upon liquidation of the fund in terms of subclause (8) or (10) of clause 25 of this Agreement, the moneys remaining to the credit of the fund after payment of all claims against the fund including administration and liquidation expenses, shall be paid into the funds of the Council.

26. KEEPING OF RECORDS

Every employer shall at all times keep in his establishment all records relating to remuneration paid, time worked and such other particulars as may be prescribed.

Signed at Cape Town on behalf of the parties this 30th day of January 1969.

LOUIS RICH, Chairman of the Council.

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

A. A. DAVIS, Assistant Secretary of the Council.

AANHANGSEL A

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP)

DIENSKAART

Reg.-no._____

Familienaam_____ Eerste naam_____

Adres_____ Nuwe adres_____

Nuwe adres_____ Nuwe adres_____

REKORD VAN ONDERVINDING OP_____

_____jaar_____maande_____dae. Omvattende loon_____p.w._____

Indien in diens as 'n_____

Voorsorgsfonds-bydraer van_____af.

Groep_____

Nominasievormno._____

Gesertifiseer ooreenkomstig die Raad se rekords:

_____

Namens Sekretaris

Handtekening van werknemer_____ Datum_____

Datum_____

LATERE ONDERVINDING

Fabriek	Datum van indiensneming	Omvattende loon	Datum van vertrek	Omvattende loon	Soort werk	Duur van diens			Paraaf van werkgewer
						Jaar	Maande	Dae	

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

ANNEXURE A

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE)

SERVICE CARD

Reg. No._____

Surname_____ First names_____

Address_____ New address_____

New address_____ New address_____

RECORD OF EXPERIENCE AS AT_____

_____years_____months_____days. Inclusive wage_____p.w._____

Provident Fund Contributor as from_____

Group_____

Nominee Form No._____

If employed as a_____

Certified in accordance with Council's records:

_____

for Secretary

Signature of employee_____ Date_____

Date_____

SUBSEQUENT EXPERIENCE

Factory	Date of engagement	Inclusive wage	Date of leaving	Inclusive wage	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 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 Verdieping,
Broadway Industries-sentrum,
Hoek van Heerengracht en Hertzog-boulevard,
Strandgebied, Kaapstad.

AANSOEK OM WERKNEMER SE DIENSREKORDKAART

Naam van firma_____

L.W.—Hierdie vorm moet in tweevoud ingevul word deur alle nuwelinge in die Nywerheid 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 my beste 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 DIENSBEËINDIGING

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

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

Werkgewer.....

Adres.....

Maand geëindig.....

DEEL I.—INDIENSNEMING

Familie-naam	Voorname	Adres	* Ras	† Ge-slag	‡ Vol-wassene of jeug-dige	Datum van indiens-neming	Ambag of werk	Besoldiging		Diens-rekord-kaart-no.‡	Naam van vorige werkgewer (as daar een was)	Siekefonds-no. (as daar een is)	Op-merking
								Loon	Lewens-koste-toelae				

DEEL II.—DIENSBEËINDIGING

						Datum van diens-beëin-diging							

* B.—Blanke ‡ V.—Volwassene. V.—Vroulik. A.—Asiaat.
† M.—Manlik. K.—Kleurling. J.—Jeugdige. N.—Naturel.

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*

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

Employer _____

Address _____

Month ended _____

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. ‡ A.—Adult. F.—Female. A.—Asiatic.
† M.—Male. C.—Coloured. J.—Juvenile. 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
NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP)

Naam van fabriek_____

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

MAANDELIKSE OPGAWE VAN OORPLASINGS IN BEROEP

Onderstaande is besonderhede oor werknemers wat gedurende die maand_____196____ van een beroep na 'n ander oorgeplaas is.

Reg.-no.	Familienaam (in blokletters)	Voorname (eerste voluit)	Geslag	Nooiensvan	Vorige beroep	Loon	Datum van oorplasing	Huidige beroep	Loon	Opmerking

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,
Hierby gaan die bedrag van R_____, naamlik bydraes 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 werkgewer se bydrae van 4c per week per werknemer.....	R
		R

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

ANNEXURE E

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE)

To: The Secretary, _____ 196__
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)

RADIOGRAFIESE ONDERSOEK VAN ALLE NUWE TOETREDERS TOT DIE NYWERHEID

Aan:—

_____
_____
_____
_____

Daar is reëlings getref dat u op_____deur die Massa-radiografiediens ondersoek word.

U moet u stiptelik om 8.30 vm. op bogenoemde datum by die Massa-radiografiediens naby die Tolhek, Chapelstraat, Kaapstad, aanmeld en u moet hierdie brief saamneem. 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 moontlik aan hierdie firma terugbesorg.

Handtekening_____

Naam van firma_____

Datum_____

STEMPEL VAN MASSA-RADIOGRAFIEDIENS.

AANTEKENINGE

(a) Die boonste gedeelte van hierdie vorm moet deur die werkgewer ingevul en aan die aspirant-werknemer oorhandig word.
(b) Die werkgewer 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 ingevulde mediese sertifikaat hieronder, moet die werkgewer 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_____ Naam van werknemer_____

Mnre._____

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.

Name of employee

Messrs

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. R. 3004 25 Julie 1969

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

HOEDENYWERHEID, KAAP

Ek, Marais Viljoen, Minister van Arbeid—

(a) verklaar hierby kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Hoedenywerheid, Kaap, gepubliseer by Goewermentskennisgewing R. 3003 van 25 Julie 1969, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(b) stel hierby ingevolge artikel 54 (1) van genoemde Wet en vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat ingevolge klousule 25 van genoemde Ooreenkoms op voordele geregtig is.

M. VILJOEN, Minister van Arbeid.

No. R. 3004 25 July 1969

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

MILLINERY INDUSTRY, CAPE

I, Marais Viljoen, Minister of Labour—

(a) hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Millinery Industry, Cape, published under Government Notice R. 3003 of 25 July 1969, to be, on the whole, not less favourable to the employees 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; and

(b) in terms of section 54 (1) of the said Act and with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, hereby exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the firstmentioned Act in respect of employees who are entitled to benefits in terms of clause 25 of the said Agreement.

M. VILJOEN, Minister of Labour.

INHOUD

No.		BLADSY
Arbeid, Departement van		
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