



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2319

Registered at the Post Office as a Newspaper

PRICE 20c PRYS
OVERSEAS 30c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 2319

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 131]

PRETORIA, 21 MAY
MEI 1976

[No. 5137

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 890

21 May 1976

INDUSTRIAL CONCILIATION ACT, 1956

MILLINERY INDUSTRY, TRANSVAAL

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Millinery Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1977, 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 (1) 2, 6 (13), 29, 30 and 31, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1977, 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 Province of the Transvaal; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from the second Monday after the date of publication of this notice and for the period ending on 31 October 1977, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 6 (13), 29, 30 and 31, shall *mutatis mutandis* be binding upon all 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.

S. P. BOTHA, Minister of Labour.

48946—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 890

21 Mei 1976

WET OP NYWERHEIDSVERSOENING, 1956

HOEDENYWERHEID, TRANSVAAL

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Hoedenywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1977 eindig, bindend is vir die werkgewers-organisasie 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 (1), 2, 6 (13), 29, 30 en 31, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1977 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Transvaal; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 6 (13), 29, 30 en 31, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1977 eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

5137—1

SCHEDULE

INDUSTRIAL COUNCIL FOR THE MILLINERY
INDUSTRY (TRANSVAAL)

AGREEMENT

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

Transvaal Headwear Manufacturers' Association

(hereinafter referred to as the "employers" or "employers' organisation"), of the one part, and the

Garment Workers' Union of South Africa

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Province of the Transvaal by all employers who are members of the employers' organisation and engaged in the Millinery Industry, and by all employees who are members of the trade union and employed in the said Industry.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply to and 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 a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall remain in force until 31 October 1977 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 and words used in the singular shall include the plural, and vice versa; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

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

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

"boiler attendant" means an employee who, under general supervision, is responsible for maintaining the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler;

"chopper out" means an employee engaged in the cutting out of material, other than trimming, by hand or machine;

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

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

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

"experience" means—

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

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

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

BYLAE

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID
(TRANSVAAL)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangegaan tussen die

Transvaal Headwear Manufacturers' Association

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

Garment Workers' Union of South Africa

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die provinsie Transvaal nagekom word deur alle werkgewers in die Hoedenywerheid wat lede van die werkgewersorganisasie is en by die Hoedenywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is en in genoemde Nywerheid in diens is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op en ten opsigte van werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel en bly van krag tot 31 Oktober 1977 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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

Waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van sodanige wet en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue en woorde wat die enkelvoud aandui ook die meervoud, en omgekeerd; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoenig, 1956;

"blokker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

Onbewerkte materiaal-blok, stoom of versterk; hoede pars, bespuit en polcer; hoede kleur en borsel gedurende die vervaardiging daarvan; hoede in dose verpak; uitsnywerk verrig of 'n stoomketel bedien;

"ketelbediener" 'n werkgewer wat, onder algemene toesig, vir die instandhouding van die waterpeil en stoomdruk in 'n stoomketel verantwoordelik is en wat die vuur in sodanige ketel kan maak, aan die gang kan hou of kan uitkrap;

"uitsnyer" 'n werknemer wat materiaal, uitgesonderd tooisel, met die hand of 'n masjien uitsny;

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

"Motorvoertuigdrywer" in werknemer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing omvat "motorvoertuie dryf" alle tye waarin hy as drywer optree en alle tyd wat die drywer bestee aan werk in verband met die motorvoertuig of die vrag en alle tydperke waarin hy op sy pos moet bly, gereed om te dryf;

"bedryfsinrigting" enige plek waarin werksaamhede in verband met die Hoedenywerheid verrig word;

"ondervinding"—

(a) die totale tydperk of tydperke wat 'n werknemer in die Hoedenywerheid, werksaam was, afgesien van die werkplek of die klas werk wat deur sodanige werknemer verrig is, uitgesonderd dié van 'n arbeider of motorvoertuigdrywer, en omvat dit—

(b) die totale tydperk of tydperke wat 'n werknemer werksaam was in 'n winkel waar hy hoofsaaklik of uitsluitlik hoede vir dames en/of meisies verstel en/of heelmaak as 'n werksaamheid wat in verband staan met die kleinhandelverkoop van sodanige artikels;

en word sodanige tydperk of tydperke diens in elke dienskontrak geag aaneenlopend te wees vanaf die tyd wat die werknemer by die werkgewer in diens tree totdat sy diens beëindig word;

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

- (a) Laying up;
- (b) moulding of flowers;
- (c) cutting off surplus of brims along marked lines;
- (d) collecting and sorting hats;
- (e) fixing belts;
- (f) sheening and/or polishing and manglinghoods;
- (g) steaming or dusting hats;
- (h) straightening out the remnants;
- (i) stirring or grinding chemicals;
- (j) grinding shellac;
- (k) packing;
- (l) delivering or carrying meessages, letters or other articles on foot;
- (m) making tea or other similar beverages;
- (n) cleaning premises, utensils or other articles;
- (o) loading or unloading vehicles;
- (p) carrying, moving, stacking or sorting goods or waste;
- (q) making or maintaining fires;
- (r) delivering or carrying messages, letters or other articles by means of a bicycle or a similar foot propelled vehicle;
- (s) opening or closing packages;

"hourly wage" means the weekly wage divided by 42 or by such lesser number as represents the number of hours ordinarily worked by any establishment in any one week;

"machine operator, Grade I," means an employee who is engaged in one or more of the following operations:

- (a) Sewing of braids into hoods or capelines;
- (b) stitching of unblocked pre-cut parts of hats by machine;

"machine operator, Grade II," means an employee who is engaged in one or more of the following operations:

- (a) The application of trimmings such as elastic, ribbon, flowers or veiling to a ready blocked and shaped hat, according to a given model of such hat, by machine;
- (b) sewing by machine into hats, of headbands, linings or leather, which may include as part of the same operation the stitching by machine of blocked crowns and brims which have been fused fused or pinned together;
- (c) making trimmings by machine, according to a given design or pattern;
- (d) binding any edge of a hat with ribbon or other material by machine;
- (e) cutting by machine of felt and straw strips for hat edges and trimmings;

"milliner" is a person who has served a four-year learnership period as a milliner or one who has received training in a recognised millinery manufacturing establishment and has been classified by the employer as a learner or improver milliner in a factory for the last three years of her learnership;

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

"motor vehicle" means any mechanically propelled vehicle used for the conveyance and delivery of goods;

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

"qualified" means in the case of an employee referred to in clause 4 (1) (b), an employee who has had not less than four years' experience; in the case of an employee referred to in clause 4 (1) (d), an employee who has had not less than three years' experience; in the case of an employee referred to in clauses 4 (1) (c), 4 (1) (e) and 4 (1) (f), an employee who has had not less than two years' experience;

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

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

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

"supervisor" means an employee who is in charge of employees engaged on production in an establishment and who is responsible for the distribution and efficiency of their work;

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

- (a) Oplegging;
- (b) blomme vorm;
- (c) oortollige randstof langs afgemerkte lyne afknip;
- (d) hoede versamel en sorteer;
- (e) bande aanbring;
- (f) hoedevorms glans en/of poleer en mangel;
- (g) hoede stoom of afstof;
- (h) oorskietstukke reguit maak;
- (i) chemikalieë roer of fynmaal;
- (j) skellak fynmaal;
- (k) verpak;
- (l) boodskappe, briewe of ander artikels te voet aflewer of vervoer;
- (m) tee of dergelike drankte maak;
- (n) persele, gerei of ander artikels skoonmaak;
- (o) voertuie laai of aflaai;
- (p) goedere of afval dra, verskuif, opstapel of sorteer;
- (q) vuurmaak of vure aan die gang hou;
- (r) boodskappe, briewe of ander artikels deur middel van 'n fiets of soortgelyke voetaangedrewe voertuig aflewer of vervoer;
- (s) pakkette oop- of toemaak;

"uurloon" die weekloon gedeel deur 42 of deur sodanige kleiner getal wat die getal ure verteenwoordig wat gewoonlik in 'n bepaalde week in 'n bedryfsinrigting gewerk word;

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

- (a) Sierband op hoedevorms of slaprandvorms vaswerk;
- (b) ongeblokte vooraf gesnyde dele van hoede met 'n masjien vasstik;

"masjienbediener graad II" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Tooisel soos rek, lint, blomme of sluiersstof aan 'n hoed wat reeds geblok of gefatsoeneer is, volgens 'n gegewe model van sodanige hoed met 'n masjien aansit;
- (b) hoedbande, voerings of leer met 'n masjien in hoede in vaswerk, waar vasstikwerk, met 'n masjien, van geblokte bolle en rande wat saamgebond of aanmekaar gespeld is, deel van dieselfde werksaamheid kan uitmaak;
- (c) tooisel met 'n masjien volgens 'n gegewe ontwerp of patroon maak;
- (d) 'n hoedrand met lint of ander materiaal met 'n masjien omboor;
- (e) vilt- en strooistroke vir hoedrande en tooisel met 'n masjien uitsny;

"hoedemaker" iemand wat 'n leertyd van vier jaar as hoedemaker uitgedien het of wat opleiding in 'n erkende hoedemakery ontvang het en wat deur die werkgewer vir die laaste drie jaar van haar leertyd as 'n leerling- of vakleerlinghoedemaker in 'n fabriek geklassifiseer is;

"Hoedenywerheid" of "Nywerheid" die nywerheid waarin dames- en/of meisiehoede, hetsy in die geheel of gedeeltelik gemaak, gefatsoeneer, geblok, getooi en/of gemodelleer word en omvat dit die verstel en/of heelmaak van hoede, uitgesonderd verstelwerk wat uit die verkoop van 'n hoed in 'n winkel voort-spruit;

"Motorvoertuig" enige meganies aangedrewe voertuig wat vir die vervoer en aflewering van goedere gebruik word;

"deeltydse motorvoertuigdrywer" 'n werknemer wat gewoonlik ander pligte verrig as om 'n motorvoertuig te dryf, maar wat op meer as twee dae per week 'n motorvoertuig dryf vir altesaam hoogstens drie uur per dag, en vir die toepassing van hierdie omskrywing omvat "n Motorvoertuig dryf" alle tye waarin hy as drywer optree en alle tyd wat die drywer aan werk in verband met die voertuig of die vrag bestee terwyl hy in beheer van die voertuig is;

"gekwalifiseer" in die geval van 'n werknemer in klousule 4 (1) (b) bedoel, 'n werknemer met minstens vier jaar ondervinding; in die geval van 'n werknemer in klousule 4 (1) (d) bedoel, 'n werknemer met minstens drie jaar ondervinding; in die geval van 'n werknemer in klousules 4 (1) (c), 4 (1) (e) en 4 (1) (f) bedoel, 'n werknemer met minstens twee jaar ondervinding;

"kwartaal" enigeen van die driemaandelikse tydperke wat op die eerste betaaldag van Februarie, Mei, Augustus en November begin;

"winkel" 'n bedryfsinrigting waarin dames- en/of meisiehoede verkoop of vir verkoop uitgestal word;

"korttyd" 'n tydelike vermindering van die getal werkure van 'n werknemer tot minder as die gewone werkure weens die vereistes van die besigheid, soos 'n tekort aan materiaal of bestellings of die noodsaaklikheid om voorraadopnames te maak;

"toesighouer" 'n werknemer wat aan die hoof staan van werknemers wat produksie werk in 'n bedryfsinrigting verrig en wat vir die uitdeel en doeltreffendheid van hul werk verantwoordelik is;

"trimmer" or "stitcher" means an employee engaged in one or more of the following operations:

(a) The application of trimmings such as elastic, ribbon, flowers or veiling to a ready blocked and shaped hat, according to a given model of such a hat, by hand;

(b) sewing by hand into hats, of headbands, linings or leather, which may include as part of the same operation, the stitching by hand of blocked crowns and brims which have been fused or pinned together;

(c) making trimmings by hand according to a given design or pattern;

(d) the wiring of brim or crown of hats by hand;

(e) binding any edge of a hat with ribbon or other material, by hand;

(f) cutting by hand of felt and straw strips for hat edges and trimmings;

"unqualified" means in the case of an employee referred to in clause 4 (1) (b), an employee who has had less than four years' experience; in the case of an employee referred to in clause 4 (1) (d), an employee who has had less than three years' experience; in the case of an employee referred to in clauses 4 (1) (c), 4 (1) (e) and 4 (1) (f), an employee who has had less than two years' experience;

"watchman" means an employee who is engaged in guard- premises or other property.

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

4. WAGES

(1) Subject to the provisions of subclause (4) of this clause, the following minimum wages shall be said per week by employers to the undermentioned classes of weekly-paid employees and such employees shall not accept less than such wages:

	R
(a) Supervisor.....	34,20
(b) Milliner:	
(i) Unqualified:	
First year:	
First 13 weeks of experience.....	12,60
Second 13 weeks of experience.....	13,45
Third 13 weeks of experience.....	14,30
Fourth 13 weeks of experience.....	15,10
Second year:	
First 13 weeks of experience.....	15,95
Second 13 weeks of experience.....	16,80
Third 13 weeks of experience.....	17,65
Fourth 13 weeks of experience.....	18,50
Third year:	
First 13 weeks of experience.....	19,30
Second 13 weeks of experience.....	20,15
Third 13 weeks of experience.....	21,00
Fourth 13 weeks of experience.....	21,85
Fourth year:	
First 13 weeks of experience.....	22,70
Second 13 weeks of experience.....	23,50
Third 13 weeks of experience.....	24,35
Fourth 13 weeks of experience.....	25,20
(ii) Qualified.....	26,40
(c) Blocker:	
(i) Unqualified:	
First year:	
First 13 weeks of experience.....	15,60
Second 13 weeks of experience.....	16,30
Third 13 weeks of experience.....	17,05
Fourth 13 weeks of experience.....	17,75
Second year:	
First 13 weeks of experience.....	18,50
Second 13 weeks of experience.....	19,20
Third 13 weeks of experience.....	19,90
Fourth 13 weeks of experience.....	20,65
(ii) Qualified.....	22,20

"tooier" of "stikker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Tooisel soos rek, lint, blomme of sluiering met die hand aan 'n hoed wat reeds geblok en gefatsoeneer is, volgens 'n gegewe model van sodanige hoed aanbring;

(b) hoedbande, voerings of leer in hoede in vaswerk, waar die vasstikwerk met die hand van geblokte bolle en rande wat saamgebond of aanmekeer gespeld is, deel van dieselfde werksaamheid kan uitmaak;

(c) tooisel met die hand volgens 'n gegewe ontwerp of patroon maak;

(d) rande of bolle van hoede met die hand bedraad;

(e) die rand van 'n hoed met lint of ander materiaal met die hand omboor;

(f) vilt- en strooiestrook vir hoedrande en tooisel met die hand uitsny;

"ongekwalifiseer" in die geval van 'n werknemer in klousule 4 (1) (b) bedoel, 'n werknemer met minder as vier jaar ondervinding; in die geval van 'n werknemer in klousule 4 (1) (d) bedoel, 'n werknemer met minder as drie jaar ondervinding; in die geval van 'n werknemer in klousules 4 (1) (c), 4 (1) (e) en 4 (1) (f) bedoel, 'n werknemer met minder as twee jaar ondervinding;

"wag" 'n werknemer wat persele of ander eiendom bewaak.

(2) Vir die toepassing van hierdie Ooreenkoms word 'n werknemer geag in daardie klas te wees waarin hy hoofsaaklik of uitsluitlik in diens is.

4. LONE

(1) Behoudens subklousule (4) van hierdie klousule, moet onderstaande minimum lone per week deur werkgevers aan ondergenoemde klasse weekliks besoldigde werknemers betaal word, en mag sodanige werknemers nie laer lone as onderstaande aanneem nie:

	R
(a) Toesighouer.....	34,20
(b) Hoedemaker:	
(i) Ongekwalifiseer:	
Eerste jaar:	
Eerste 13 weke ondervinding.....	12,60
Tweede 13 weke ondervinding.....	13,45
Derde 13 weke ondervinding.....	14,30
Vierde 13 weke ondervinding.....	15,10
Tweede jaar:	
Eerste 13 weke ondervinding.....	15,95
Tweede 13 weke ondervinding.....	16,80
Derde 13 weke ondervinding.....	17,65
Vierde 13 weke ondervinding.....	18,50
Derde jaar:	
Eerste 13 weke ondervinding.....	19,30
Tweede 13 weke ondervinding.....	20,15
Derde 13 weke ondervinding.....	21,00
Vierde 13 weke ondervinding.....	21,85
Vierde jaar:	
Eerste 13 weke ondervinding.....	22,70
Tweede 13 weke ondervinding.....	23,50
Derde 13 weke ondervinding.....	24,35
Vierde 13 weke ondervinding.....	25,20
(ii) Gekwalifiseer.....	26,40
(c) Blokker:	
(i) Ongekwalifiseer:	
Eerste jaar:	
Eerste 13 weke ondervinding.....	15,60
Tweede 13 weke ondervinding.....	16,30
Derde 13 weke ondervinding.....	17,05
Vierde 13 weke ondervinding.....	17,75
Tweede jaar:	
Eerste 13 weke ondervinding.....	18,50
Tweede 13 weke ondervinding.....	19,20
Derde 13 weke ondervinding.....	19,90
Vierde 13 weke ondervinding.....	20,65
(ii) Gekwalifiseer.....	22,20

R

(d) Machine operator, Grade I:

(i) Unqualified:

First year:

First 13 weeks of experience.....	12,60
Second 13 weeks of experience.....	13,25
Third 13 weeks of experience.....	13,90
Fourth 13 weeks of experience.....	14,60

Second year:

First 13 weeks of experience.....	15,25
Second 13 weeks of experience.....	15,90
Third 13 weeks of experience.....	16,55
Fourth 13 weeks of experience.....	17,20

Third year:

First 13 weeks of experience.....	17,90
Second 13 weeks of experience.....	18,55
Third 13 weeks of experience.....	19,20
Fourth 13 weeks of experience.....	19,85

(ii) Qualified..... 21,00

(c) Machine operator, Grade II and chopper-out:

(i) Unqualified:

First year:

First 13 weeks of experience.....	12,60
Second 13 weeks of experience.....	13,20
Third 13 weeks of experience.....	13,80
Fourth 13 weeks of experience.....	14,40

Second year:

First 13 weeks of experience.....	15,00
Second 13 weeks of experience.....	15,60
Third 13 weeks of experience.....	16,20
Fourth 13 weeks of experience.....	16,80

(ii) Qualified..... 17,40

(f) Trimmer or stitcher:

(i) Unqualified:

First year:

First 13 weeks of experience.....	12,60
Second 13 weeks of experience.....	13,20
Third 13 weeks of experience.....	13,80
Fourth 13 weeks of experience.....	14,40

Second year:

First 13 weeks of experience.....	15,00
Second 13 weeks of experience.....	15,60
Third 13 weeks of experience.....	16,20
Fourth 13 weeks of experience.....	16,80

(ii) Qualified..... 17,40

(g) Boiler attendant and watchman..... 19,20

(h) Driver and part-time driver of a motor vehicle, the unladen mass of which together with the unladen mass of any trailer or trailers drawn by such a vehicle—

(a) does not exceed 2 260 kg.....	22,20
(b) exceeds 2 268 kg.....	25,00

(i) General worker/labourer..... 16,50

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

(b) For the purposes of this Agreement, the wages payable to an employee in respect of any one day, including any day observed as a weekly half holiday, shall, unless otherwise provided, be calculated as follows:

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

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

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

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

R

(d) Masjienbediener graad I:

(i) Ongekwalifiseer:

Eerste jaar:

Eerste 13 weke ondervinding.....	12,60
Tweede 13 weke ondervinding.....	13,25
Derde 13 weke ondervinding.....	13,90
Vierde 13 weke ondervinding.....	14,60

Tweede jaar:

Eerste 13 weke ondervinding.....	15,25
Tweede 13 weke ondervinding.....	15,90
Derde 13 weke ondervinding.....	16,55
Vierde 13 weke ondervinding.....	17,20

Derde jaar:

Eerste 13 weke ondervinding.....	17,90
Tweede 13 weke ondervinding.....	18,55
Derde 13 weke ondervinding.....	19,20
Vierde 13 weke ondervinding.....	19,85

(ii) Gekwalifiseer..... 21,00

(e) Masjienbediener graad II en uitsnyer:

(i) Ongekwalifiseer:

Eerste jaar:

Eerste 13 weke ondervinding.....	12,60
Tweede 13 weke ondervinding.....	13,20
Derde 13 weke ondervinding.....	13,80
Vierde 13 weke ondervinding.....	14,40

Tweede jaar:

Eerste 13 weke ondervinding.....	15,00
Tweede 13 weke ondervinding.....	15,60
Derde 13 weke ondervinding.....	16,20
Vierde 13 weke ondervinding.....	16,80

(ii) Gekwalifiseer..... 17,40

(f) Tooier of stikker:

(i) Ongekwalifiseer:

Eerste jaar:

Eerste 13 weke ondervinding.....	12,60
Tweede 13 weke ondervinding.....	13,20
Derde 13 weke ondervinding.....	13,80
Vierde 13 weke ondervinding.....	14,40

Tweede jaar:

Eerste 13 weke ondervinding.....	15,00
Tweede 13 weke ondervinding.....	15,60
Derde 13 weke ondervinding.....	16,20
Vierde 13 weke ondervinding.....	16,80

(ii) Gekwalifiseer..... 17,40

(g) Ketelbediener en wag..... 19,20

(h) Drywer en deeltydse drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van enige sleepwa of -waens wat deur so 'n voertuig getrek word—

(a) hoogstens 2 268 kg is.....	22,20
(b) meer as 2 268 kg is.....	25,00

(i) Algemene werker/arbeider..... 16,50

(2) (a) Die minimum loon wat aan 'n maandeliks besoldigde werknemer verskuldig is, moet bereken word teen vier en 'n derde maal die weekloon wat ingevolge hierdie Ooreenkoms aan hom verskuldig is.

(b) Behoudens andersluidende bepalings, moet die loon wat aan 'n werknemer betaalbaar is vir 'n bepaalde dag, met inbegrip van 'n weeklikse vakansiehelfdag, vir die toepassing van hierdie Ooreenkoms soos volg bereken word:

(i) In die geval van bedryfsinrigtings met 'n werkweek van vyf dae, die weekloon waarop die werknemer geregtig is, gedeel deur vyf;

(ii) in die geval van bedryfsinrigtings met 'n werkweek van ses dae, die weekloon waarop die werknemer geregtig is, gedeel deur vyf en 'n half.

(3) (a) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon verminder nie van 'n werknemer in die Nywerheid wat te eniger tyd voor of na die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon betaal is, of betaal mag word, as die minimum loon wat in hierdie Ooreenkoms voorgeskryf word, en so 'n werknemer moet steeds minstens sodanige hoër loon betaal word en hy is steeds daarop geregtig asof sodanige hoër loon die minimum loon vir hom is.

Hierdie bepaling is ook van toepassing in die geval van werknemers wat later by 'n ander werkgever in die Nywerheid in diens tree.

(b) (i) The wages prescribed in subclause (1) (a)-(i) shall be adjusted half-yearly, in respect of wages payable on and as from the first pay-day in May and November each year, by an amount calculated in accordance with the following formula and the amount so reached shall be rounded off to the nearest whole cent:

The relevant wage divided by 159,3 and multiplied by the difference between 159,3 and the index figure for the preceding December or July, as the case may be. For the purposes of this paragraph, "index figure" means the Consumer Price Index Figure for all items, Witwatersrand Area, as published in the "Statistical News Release" by the Department of Statistics.

(ii) On the first pay-day in May and November each year the wage of every employee referred to in subclause (1) (a)-(i) shall be increased by an amount equal to the amount calculated in subparagraph (3) (b) (i) for an employee of his class and experience, irrespective of his actual wage.

(c) The wage of any employee who, immediately prior to 1 November 1975, was in receipt of a wage higher than that then payable to an employee of his class shall be increased, with effect from the date of coming into operation of this Agreement, by an amount equal to the increase which an employee of his class who earns the minimum prescribed wage on that date would receive: Provided that, should the increase to the next higher notch exceed R3 per week, such employee shall be entitled to an increase of R3 only.

(4) (a) Notwithstanding anything to the contrary contained in this clause, the increases to which an employee may become entitled by reason of the length of his experience, shall become payable on the first pay-day of each quarter, i.e., of February, May, August and November: Provided that the minimum wage to which an employee is entitled in any quarter shall be based upon his experience computed at the end of the preceding quarter: Provided further that if an employee has been in employment for six weeks or more in any quarter, he shall for the purpose of computing his experience, be deemed to have been in employment for a period of 13 weeks in that quarter, and if he has been in employment in any quarter for less than six weeks, he shall, for the purpose of computing his experience, be deemed not to have been employed at all in that quarter.

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

(5) An employer who requires or permits a member of one class of his employees to perform on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class; or

(b) a rising scale of wages, terminating in a higher wage than that of his own class

is prescribed in subclause (1), shall pay to such employee in respect of that day—

(i) in the case mentioned in (a), the wage for a day, calculated on the higher weekly rate; and

(ii) in the case mentioned in (b), not less than the wage for a day calculated at the rate prescribed in the rising scale for the higher class next above the wage the employee was receiving for his normal work:

Provided that the provisions of this clause shall not apply where the difference between classes in terms of subclause (1) is based on age or experience.

(6) *Transfer.*—Notwithstanding anything to the contrary contained in this Agreement, an employee who is transferred from one class of work to another class for which a higher wage for a qualified employee is prescribed shall continue to receive a wage not less than his wage received in the lower class prior to such transfer until his experience in the new occupation entitles him to an increase, after which time he shall be paid at the rate laid down for a learner with a total equivalent period of experience in the higher class.

5. PAYMENT OF REMUNERATION

(1) (a) Wages and other amounts due to an employee shall be paid in cash weekly during the ordinary hours of work on Thursday or Friday, whichever is the ordinary pay-day of the establishment concerned: Provided that where an employee's service does not terminate on the pay-day of the establishment concerned, any amounts due to him shall be paid immediately upon such termination.

(b) (i) Die lone voorgeskryf in subklousule (1) (a)-(i) moet halfjaarliks aangepas word, ten opsigte van lone betaalbaar op en met ingang van die eerste betaaldag in Mei en November elke jaar, met 'n bedrag bereken ooreenkomstig die volgende formule, en die bedrag sodoende verkry, moet tot die naaste hele sent afgerond word:

Die toepaslike loon gedeel deur 159,3 en vermenigvuldig met die verskil tussen 159,3 en die indeksyfer vir die voorafgaande Desember of Julie na gelang van die geval. Vir die toepassing van hierdie paragraaf beteken "indeksyfer" die verbruikersprys-indeksyfer vir alle items, Witwatersrandse gebied, soos deur die Departement van Statistiek in die *Statistiese nuusberig* gepubliseer.

(ii) Op die eerste betaaldag in Mei en November elke jaar moet die loon van elke werknemer in subklousule (1) (a)-(i) bedoel, verhoog word met 'n bedrag gelyk aan die bedrag bereken in subparagraaf 3 (b) (i) vir 'n werknemer van sy klas en ondervinding, ongeag sy werklike loon.

(c) Die loon van 'n werknemer wat onmiddellik voor 1 November 1975 'n hoër loon ontvang het as dié wat toe aan 'n werknemer van sy klas betaalbaar was, moet, met ingang van die datum waarop hierdie Ooreenkoms in werking tree, verhoog word met 'n bedrag gelyk aan die verhoging wat 'n werknemer van sy klas wat die minimum voorgeskrewe loon op daardie datum verdien, sou ontvang: Met dien verstande dat as die verhoging na die volgende hoër kerf meer as R3 per week is, so 'n werknemer geregtig is op 'n verhoging van slegs R3.

(4) (a) Ondanks andersluidende bepalings in hierdie klousule, word die verhoging waarop 'n werknemer op grond van lengte van ondervinding geregtig kan word, betaalbaar op die eerste betaaldag in elke kwartaal, d.w.s. van Februarie, Mei, Augustus en November: Met dien verstande dat die minimum loon waarop 'n werknemer in 'n bepaalde kwartaal geregtig is, gebaseer moet word op sy ondervinding soos aan die einde van die vorige kwartaal bereken: Voorts met dien verstande dat as 'n werknemer ses weke of langer in 'n bepaalde kwartaal in diens was, hy vir die berekening van sy ondervinding geag moet word 'n tydperk van 13 weke in daardie kwartaal in diens te gewees het, en as hy minder as ses weke in 'n bepaalde kwartaal in diens was, moet hy vir die berekening van sy ondervinding geag word glad nie gedurende daardie kwartaal in diens te gewees het nie.

(b) Vir die toepassing van hierdie subklousule beteken "ses weke" 'n dienstydperk in 'n bepaalde kwartaal wat op die datum van indiensneming van 'n werknemer begin en op die sesde Vrydag ná sodanige indiensneming eindig, of dienstydperke in 'n kwartaal wat altesaam ses voltooid werkweke beloop, bereken vanaf die datum van indiensneming tot die datum van diensbeëindiging.

(5) 'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op enige dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor of—

(a) 'n hoër loon as dié van sy eie klas; of

(b) 'n stygende loonskaal wat op 'n hoër loon as dié van sy eie klas uitloop

in subklousule (1) voorgeskryf word, moet aan so 'n werknemer vir daardie dag die volgende betaal:

(i) In die geval in (a) vermeld, die dagloon bereken teen die hoër weekloon; en

(ii) in die geval in (b) vermeld, minstens die dagloon bereken teen die loon voorgeskryf in die stygende skaal vir die eersvolgende klas bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat hierdie klousule nie van toepassing is nie waar die verskil tussen klasse ingevolge subklousule (1) op ouderdom of ondervinding gebaseer is.

(6) *Oorplasing.*—Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet 'n werknemer wat van een klas werk oorgeplaas word na werk van 'n ander klas waarvoor 'n hoër loon vir 'n gekwalifiseerde werknemer voorgeskryf word, steeds 'n loon ontvang wat minstens gelyk is aan die loon wat hy voor sy oorplasing in die laer klas werk ontvang het tot tyd en wyl sy ondervinding in die nuwe beroep hom geregtig maak op 'n verhoging, en daarna moet by betaal word teen die skaal wat neergelê is vir 'n leerling met 'n totale gelykstaande tydperk van ondervinding in die hoër klas.

5. BETALING VAN BESOLDIGING

(1) (a) Lone en ander bedrae wat aan 'n werknemer verskuldig is, moet weekliks in kontant betaal word gedurende die gewone werkeur op Donderdag of Vrydag, watter dag ook al die gewone betaaldag van die betrokke bedryfsinrigting is: Met dien verstande dat waar 'n werknemer se diens nie op die betaaldag van die betrokke bedryfsinrigting beëindig word nie, alle bedrae wat aan hom verskuldig is onmiddellik by sodanige beëindiging betaal moet word.

(b) Where an employer terminates the services of an employee in terms of clause 16 (4), wages and all other amounts due to the employee on termination shall be forwarded to the Industrial Council within three days for transmission to the said employee on application.

(c) Paragraphs (a) and (b) hereof shall not apply to employees employed in shops.

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

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

(3) In this clause, the expression "employer" includes—

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

6. DEDUCTIONS

No deductions of any description shall be made from an employee's remuneration other than the following:

(1) Except where otherwise provided in this Agreement, whenever an employee is absent from work, otherwise than on the instruction or at the request of his employer, or commences employment with an employer after the beginning of the working week of the establishment concerned, a deduction proportionate to the actual time lost may be made from the remuneration of such employee;

(2) where short-time has been introduced, a deduction may be made for the actual time not worked;

(3) for a period of not more than five working days immediately following the annual leave period in terms of clause 13;

(4) where an employer supplies his employees with tea or some other beverage he may in respect thereof deduct 5c per week from the wages of each such employee;

(5) with the written consent of the employees, deductions may be made by an employer for holiday, insurance, provident or pension funds, or for dental plates or other dental work not otherwise provided for;

(6) contributions to the Council funds in terms of clause 25 of this Agreement;

(7) contributions to the Medical Benefit Society in terms of clause 26 of this Agreement;

(8) contributions to the Slack Pay Fund in terms of clause 27 of this Agreement;

(9) contributions to the Provident Fund in terms of clause 28 of this Agreement;

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

(11) where an employer is legally required or permitted to deduct any amount or by order of any competent court;

(12) where an employer by agreement with his employees closes his establishment on any public holiday not mentioned in clause 14: Provided that he posts up a notice of his intention to close, in a prominent place in his establishment, easily accessible to his employees at least 24 hours before the usual starting time;

(13) with the written consent of the employees, deductions may be made by an employer for contributions to the funds of the trade union.

7. SHORT-TIME

(1) Whenever it is intended to introduce short-time, a notice stating that fact shall be displayed prominently in the establishment concerned, not later than 14h00 on the day previous to the commencement of such short-time: Provided that an employee who attends the establishment on any day, shall, unless he has received notice in terms of this clause that his services will not be required for the whole of such day, be employed for at least the morning work period or be given full pay in lieu thereof.

(b) Waar 'n werkgewer die diens van 'n werknemer ingevolge klousule 16 (4) beëindig, moet die loon en alle ander bedrae wat aan die werknemer verskuldig is, binne drie dae ná die diensbeëindiging aan die Nywerheidsraad gestuur word vir deursending aan genoemde werknemer wanneer hy daarom aansoek doen.

(c) Paragrafe (a) en (b) hiervan is nie op werknemers wat in winkels werk van toepassing nie.

(2) Loon en ander bedrae moet in verseëlde koevert of ander geskikte verseëlde houers betaal word, en moet altyd vergesel gaan van 'n skriftelike staat wat of op 'n koevert gedruk moet word of, waar nodig, geplaas moet word in enige ander houer wat gebruik word, en sodanige staat, wat deur die werknemer bewaar moet word, moet die volgende meld:

- (a) Die loonskaal van die werknemer;
- (b) die week of maand waarvoor betaling geskied;
- (c) die gewone tyd en oortyd wat in daardie week of maand gewerk is;
- (d) die besoldiging wat verskuldig is vir gewone tyd en oortyd gewerk;
- (e) bykomende bedrae betaal (bv. bonusse, vakansiebesoldiging, ens.);
- (f) besonderhede van aftrekkings deur die werkgewer;
- (g) die werklike bedrag wat aan die werknemer betaal is.

(3) In hierdie klousule beteken die uitdrukking "werkgewer" ook—

(a) in die geval van die dood van 'n werkgewer, die eksekuteur van sy boedel, of sy erfgenaam of legataris; en

(b) in die geval van die insolvensie van 'n werkgewer of die likwidasië van sy boedel, of die transporter of verkoop van sy besigheid, die kurator of likwidate of die nuwe eienaar van die besigheid.

6. AFTREKKINGS

Geen bedrae van watter aard ook al mag van 'n werknemer se besoldiging afgetrek word nie, uitgesonderd die volgende:

(1) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, waar 'n werknemer van die werk afwesig is, uitgesonderd op las of op versoek van sy werkgewer, of ná die begin van die werkweek van die betrokke bedryfsinrigting by 'n werknemer begin werk, kan 'n bedrag in verhouding tot die werklike tyd wat verlore gegaan het, van die besoldiging van so 'n werknemer afgetrek word;

(2) waar korttyd ingestel is, kan 'n bedrag afgetrek word vir die werklike tyd wat nie gewerk is nie;

(3) vir 'n tydperk van hoogstens vyf werkdade onmiddellik na die jaarlikse verloftydperk ingevolge klousule 13;

(4) waar 'n werkgewer tee of ander drank aan sy werknemers verskaf, kan hy 5c per week daarvoor van die loon van elke sodanige werknemer aftrek;

(5) met die skriftelike toestemming van die werknemer, kan 'n werkgewer bedrae aftrek vir vakansie-, versekerings-, voorsorg- of pensioenfondse of vir kunsgebite of ander tandheelkundige werk waarvoor daar nie andersins voorsiening gemaak word nie;

(6) bydraes ingevolge klousule 25 van hierdie Ooreenkoms tot die fondse van die Raad;

(7) bydraes ingevolge klousule 26 van hierdie Ooreenkoms tot die Mediese Bystandsvereniging;

(8) bydraes ingevolge klousule 27 van hierdie Ooreenkoms tot die Slaptesbesoldigingsfonds;

(9) bydraes ingevolge klousule 28 van hierdie Ooreenkoms tot die Voorsorgfonds;

(10) waar daar weens die onklaarraking van masjinerie nie werk vir 'n werknemer beskikbaar is nie, kan die werkgewer bedrae van die loon van so 'n werknemer aftrek vir tyd wat verlore gegaan en langer as twee uur geduur het;

(11) waar daar regtens of ingevolge 'n bevel van 'n hof met regsbevoegdheid van 'n werkgewer vereis word of hy toegelaat word om 'n bedrag af te trek;

(12) waar 'n werkgewer by onderlinge ooreenkoms met sy werknemers sy bedryfsinrigting op 'n openbare vakansiedag sluit wat nie in klousule 14 vermeld word nie: Met dien verstande dat hy kennisgewing van sy voorneme om te sluit, op 'n opvallende plek in sy bedryfsinrigting moet opplak wat minstens 24 uur voor die gewone aanvangs tyd maklik vir sy werknemers toeganklik is;

(13) met die skriftelike toestemming van die werknemers, kan 'n werkgewer bydraes tot die fondse van die vakvereniging aftrek.

7. KORTTYD

(1) Wanneer die voorneme bestaan om korttyd in te voer, moet 'n kennisgewing te dien effekte op 'n opvallende plek in die betrokke bedryfsinrigting vertoon word nie later nie as 14h00 op die dag voordat sodanige korttyd begin: Met dien verstande dat 'n werknemer wat hom op enige dag by die bedryfsinrigting aanmeld, vir minstens die oggendwerktidperk werk verskaf of volle besoldiging in plaas daarvan betaal moet word, tensy hy ingevolge hierdie klousule kennis ontvang het dat sy dienste vir die hele sodanig dag nie nodig sal wees nie.

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

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

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

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

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

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

(a) notify the Council in writing within 14 days of the date on which the system comes into operation in his establishment; and

(b) keep a record of the bonus payments made to each of his employees by recording the amount, if any, paid as a bonus on each pay-day in the usual time and wage register of the establishment.

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

9. HOURS OF WORK AT ORDINARY RATES OF PAY

(1) An employer shall not require or permit an employee—

(a) to work for more than 42 hours, excluding lunch intervals, in any one week;

(b) to work on more than six days in any one week in the case of shops and on more than five days in the case of all other establishments;

(c) to work on Sundays in the case of shops, and on Saturdays or Sundays in the case of all other establishments;

(d) to work for more than eight and a half hours, excluding lunch intervals, in any one day in the case of shops and for more than nine hours, excluding lunch intervals, in the case of all other establishments: Provided that the normal hours of work in all establishments, other than shops, shall be half an hour less on a Friday than the normal hours of work on all other days;

(e) to work, in the case of shops, before 07h30 or after 18h00 on any day from Monday to Friday, inclusive, or after 13h00 on Saturday;

(f) to work, in the case of establishments, other than shops, before 07h30 or after 18h00 on any day from Monday to Friday, inclusive;

(g) to work during the rest intervals provided for in this clause or during the lunch interval;

(h) to work for longer than five hours without an uninterrupted interval of at least one hour, except in accordance with the provisions of clause 10 of this Agreement.

(2) An employer who alters in any respect the times of commencing or finishing of the daily work in his establishment, shall notify the Council in writing, within 14 days of the date on which the change has been put into operation: Provided that where any such change has been put into operation for a period of not longer than two weeks and the establishment reverts, at the end of that period, to the working hours that prevailed prior to the introduction of the change, no notification need be sent to the Council as herein prescribed.

(3) (a) Rest intervals of not less than 10 minutes, during which no work shall be performed, shall be allowed to each employee as nearly as practicable in the middle of each morning and afternoon work period, and such intervals shall be regarded as time worked.

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

(2) Waar die voorneme bestaan om korttyd vir 'n aaneenlopende tydperk van twee of meer dae in te voer, moet die Raad skriftelik van sodanige voorneme, die datum waarop korttyd gaan begin en die waarskynlike duur van sodanige korttyd verwittig word, en die kennisgewing ingevolge subklousule (1) hiervan moet terselfdertyd vir die inligting van die werknemers vertoon word.

(3) Waar korttyd in 'n bedryfsinrigting gewerk word, moet die werk so gelykop moontlik onder die werknemers in elk van die betrokke seksies of afdelings uitgedeel word.

8. TAAKWERK, STUKWERK EN BONUSBETALINGS

(1) Geen werknemer mag taakwerk of stukwerk in enige bedryfsinrigting verrig nie: Met dien verstande dat 'n werkgever, behoudens die bepaling hiervan, met een of meer van sy werknemers kan ooreenkom oor die betaling van bonusse vir werk wat sodanige werknemer of werknemers benewens die gewone dag of week se werk verrig het: Voorts met dien verstande dat 'n bonus wat ingevolge hierdie subklousule aan 'n werknemer betaal word, benewens die minimum loon in hierdie Ooreenkoms vir hom voorgeskryf, betaal moet word.

(2) Sowel werkgevers as werknemers kan vrywillig aan 'n stelsel van bonusbetalings deelneem en so 'n stelsel kan slegs by onderlinge ooreenkoms ingevoer word. Voorts moet die werkgever en die werknemer of werknemers onderling ooreenkom oor die gewone dag of week se werk en moet die skaal waarteen 'n bonus betaal word, gebaseer word op die arbeidskoste per produksie-eenheid soos dit vir die invoering van die bonusstelsel was.

(3) Elke werkgever wat 'n bonusstelsel in sy bedryfsinrigting invoer, moet—

(a) die Raad binne 14 dae vanaf die datum waarop die stelsel in sy bedryfsinrigting in werking tree, skriftelik daarvan in kennis stel; en

(b) aantekening hou van die bonusbetaling aan elkeen van sy werknemers, deur die bedrag (as daar een is) wat op elke betaaldag as 'n bonus betaal is, in die gewone tyd- en loonregister van die bedryfsinrigting aan te teken.

(4) Vir die toepassing van hierdie klousule beteken "taakwerk" die vasstelling, deur 'n werkgever of sy verteenwoordiger, van 'n bepaalde getal hoede of dele van hoede wat so 'n werknemer in 'n bepaalde tyd moet maak, en beteken "stukwerk" 'n stelsel, uitgesonderd taakwerk, waarvolgens besoldiging gebaseer word op die hoeveelheid werk verrig of produksie gelewer.

9. WERKURE TEEN GEWONE BESOLDIGING

(1) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om soos volg te werk nie:

(a) Langer as 42 uur, uitgesonderd etenspouses, in 'n bepaalde week;

(b) op meer as ses dae in 'n bepaalde week in die geval van winkels en op meer as vyf dae in die geval van alle ander bedryfsinrigtings;

(c) op Sondag in die geval van winkels en op Saterdag of Sondag in die geval van alle ander bedryfsinrigtings;

(d) langer as agt en 'n half uur, uitgesonderd etenspouses, op 'n bepaalde dag in die geval van winkels en langer as nege uur, uitgesonderd etenspouses, in die geval van alle ander bedryfsinrigtings: Met dien verstande dat die gewone werkure in alle bedryfsinrigtings, uitgesonderd winkels, op Vrydae 'n halfuur korter as die gewone werkure op alle ander dae moet wees;

(e) in die geval van winkels, voor 07h30 of na 18h00 op enige dag van Maandag tot en met Vrydag of na 13h00 op Saterdag;

(f) in die geval van bedryfsinrigtings, uitgesonderd winkels, voor 07h30 of na 18h00 op enige dag van Maandag tot en met Vrydag;

(g) gedurende die ruspouses wat in hierdie klousule bepaal word, of gedurende die etenspouse;

(h) langer as vyf uur, sonder 'n ononderbroke pouse van minstens een uur, behalwe ooreenkomstig klousule 10 van hierdie Ooreenkoms.

(2) 'n Werkgever wat die aanvangs- of ophoutyd van die daaglikse werk in sy bedryfsinrigting in enige opsig verander, moet die Raad binne 14 dae vanaf die datum van sodanige verandering daarvan in kennis stel: Met dien verstande dat waar sodanige verandering vir 'n tydperk van hoogstens twee weke ingevoer is en die bedryfsinrigting aan die einde van daardie tydperk weer terugkeer na die gewone werkure wat voor sodanige verandering gewerk is, die Raad nie daarvan in kennis gestel hoef te word soos hierin voorgeskryf nie.

(3) (a) Ruspouses van minstens 10 minute, waarin geen werk verrig mag word nie, moet aan elke werknemer toegestaan word so na as moontlik aan die middel van elke oggend- en namiddagwerktydperk, en sodanige pouses word geag tyd gewerk te wees.

(b) Die werkgever moet gerei en kookwater verskaf om drankte te maak, en dit moet aan die begin van elke ruspouse en ook tydens die etenspouse vir werknemers beskikbaar wees.

10. OVERTIME

(1) An employer may permit any employee to work overtime and may arrange for any employee to work overtime: 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) later than 18h00;
- (e) after the completion of her ordinary working hours, for more than one hour on any day, unless he has—
 - (i) given notice thereof to such employee before midday on that day;
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee an allowance of not less than 15c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(2) Overtime, that is time worked outside the ordinary hours of work specified in clause 9, may not be worked except with the written permission of the Council.

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

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

11. HOURS OF WORK AT OVERTIME OR SUNDAY RATES OF PAY

Payment for overtime worked shall be made at the following minimum rates:

(a) At the rate of not less than one and one-half times the hourly remuneration for each hour or part of an hour so worked on week-days, including Saturdays: Provided that if overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted.

(b) Whenever an employee other than a watchman, works on Sunday his employer shall pay to the employee—

- (i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday; or if he so works for a period exceeding four hours, remuneration, at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or
- (ii) at a rate of not less than one and one-half times his hourly wage in respect of each hour or part of an hour worked on such Sunday, and in addition grant him within seven days of such Sunday, one day's holiday on full pay.

(c) Notwithstanding the provisions of this clause, an employer may, in order to make up time lost through not working on a public holiday [other than those referred to in clause 14 (1) of this Agreement], permit his employees to work overtime on any day except Sunday, prior or subsequent to such public holiday, at ordinary rates of pay: Provided that permission has previously been obtained from the Council.

12. PROPORTION OF RATIO OF EMPLOYEES

(1) One qualified milliner and one qualified trimmer shall be employed before any unqualified milliners or trimmers respectively may be employed in an establishment. For every five unqualified milliners and/or trimmers employed in any establishment, at least one qualified milliner and one qualified trimmer respectively shall be employed.

(2) For the purposes of this clause a qualified milliner shall mean an employee who is earning not less than the wage of a qualified milliner as prescribed in this Agreement; an unqualified milliner shall mean any employee who is in receipt of a wage which is less than prescribed in this Agreement for a qualified milliner; a qualified trimmer shall mean any employee who is earning not less than the wage of a qualified trimmer as prescribed in this Agreement; and an unqualified trimmer shall mean any employee who is in receipt of a wage which is less than prescribed in this Agreement for a qualified trimmer.

(3) An employer who is wholly or mainly engaged in performing the work of a milliner or trimmer may, for the purpose of calculating the ratio of employees, be deemed to be a qualified

10. OORTYDWERK

(1) 'n Werkgewer kan enige werknemer toelaat om oortyd te werk en kan reëlins tref dat enige werknemer oortydwerk verrig: Met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om soos volg oortydwerk te verrig nie:

- (a) meer as twee uur op 'n bepaalde dag;
- (b) op meer as drie agtereenvolgende dae;
- (c) op meer as 60 dae in 'n bepaalde jaar;
- (d) na 6 nm;
- (e) langer as een uur op 'n bepaalde dag na voltooiing van haar gewone werkure, tensy hy—
 - (i) sodanige werknemer voor 12h00 op daardie dag daarvan in kennis gestel het;
 - (ii) sodanige werknemer van 'n toereikende maaltyd voorsien het voordat sy met oortydwerk begin; of
 - (iii) sodanige werknemer 'n toelae van minstens 15c betyds betaal het om haar in staat te stel om 'n maaltyd te bekom voordat die oortydwerk moet begin.

(2) Oortydwerk (d.w.s. tyd gewerk buite die gewone werkure in klousule 9 voorgeskryf) mag nie sonder die skriftelike toestemming van die Raad verrig word nie.

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

(4) Geen werknemer mag ontslaan word of enigsins in sy diens benadeel word omdat hy weier om oortydwerk te verrig nie.

11. WERKURE TEEN OORTYD- OF SONDAG-BESOLDIGING

Onderstaande minimum besoldiging moet vir oortydwerk betaal word:

(a) Minstens een en 'n half maal die uurlikse besoldiging vir elke uur of gedeelte van 'n uur aldus op weekdae, met inbegrip van Saterdag, gewerk: Met dien verstande dat as oortyd wat op 'n daaglikse grondslag bereken is, verskil van dié wat op 'n weeklikse grondslag bereken is, die grondslag wat die gunstigste vir die werknemer is, aanvaar moet word.

(b) Wanneer 'n werknemer, uitgesonderd 'n wag, op 'n Sondag werk, moet sy werkgewer aan die werknemer—

(i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of indien hy aldus vir 'n tydperk van meer as vier uur werk, besoldiging betaal, teen 'n skaal van minstens twee maal sy gewone loonskaal, ten opsigte van die hele tydperk wat hy op dié Sondag werk, of besoldiging wat minstens twee maal die gewone besoldiging is, betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, en wel die grootste van die twee bedrae; of

(ii) minstens een en 'n half maal sy uurloon betaal vir elke uur of gedeelte van 'n uur op sodanige Sondag gewerk en hom daarbenevens binne sewe dae vanaf sodanige Sondag een dag verlof met volle besoldiging toestaan.

(c) Ondanks hierdie klousule, kan 'n werkgewer, ten einde tyd in te haal wat verlore gegaan het omdat daar nie op 'n openbare vakansiedag [uitgesonderd dié in klousule 14 (1) van hierdie Ooreenkoms vermeld] gewerk is nie, sy werknemers toelaat om op enige dag behalwe Sondag, voor of na sodanige openbare vakansiedag, teen gewone besoldiging oortydwerk te verrig: Met dien verstande dat hy vooraf die Raad se toestemming verkry het.

12. GETALSVERHOUDING VAN WERKNEMERS

(1) Daar moet een gekwalifiseerde hoedemaker en een gekwalifiseerde tooier in diens wees voordat daar onderskeidelik ongekwalfiseerde hoedemakers of tooiers in 'n bedryfsinrigting in diens geneem kan word. Vir elke vyf ongekwalfiseerde hoedemakers en/of tooiers wat in 'n bedryfsinrigting in diens is, moet daar onderskeidelik minstens een gekwalifiseerde hoedemaker en een gekwalifiseerde tooier in diens wees.

(2) Vir die toepassing van hierdie klousule beteken 'n gekwalifiseerde hoedemaker 'n werknemer wat minstens die loon verdien wat in hierdie Ooreenkoms vir 'n gekwalifiseerde hoedemaker voorgeskryf word; 'n ongekwalfiseerde hoedemaker beteken 'n werknemer wat 'n laer loon ontvang as dié in hierdie Ooreenkoms vir 'n gekwalifiseerde hoedemaker voorgeskryf; 'n gekwalifiseerde tooier beteken 'n werknemer wat minstens die loon ontvang van 'n gekwalifiseerde tooier soos in hierdie Ooreenkoms voorgeskryf; en 'n ongekwalfiseerde tooier beteken 'n werknemer wat 'n laer loon ontvang as dié wat in hierdie ooreenkoms vir 'n gekwalifiseerde tooier voorgeskryf word.

(3) 'n Werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n hoedemaker of tooier verrig, kan by die berekening van die getalsverhouding van werknemers, geag word 'n gekwalifiseerde hoedemaker of gekwalifiseerde tooier te wees: Met dien verstande

milliner or qualified trimmer: Provided that where an employer carries on business in more than one establishment he shall not be deemed to be a qualified milliner or qualified trimmer in respect of more than one such establishment.

(4) An employer who is wholly or mainly engaged in performing the work of a milliner or trimmer and who takes advantage of the provisions of subclause (3) of this clause, shall inform the Council thereof, in writing, within 14 days of the date on which he commenced calculating his ratio of employees on the basis of the said provisions.

(5) One qualified machine operator, Grade I, shall be employed before employing any other machine operators. Thereafter, for every qualified machine operator in Grade I, two unqualified machine operators may be employed. For every qualified machine operator in Grade II, two unqualified machine operators may be employed in Grade II: Provided that an unqualified machine operator, Grade I, may be interchanged for a machine operator Grade II.

13. ANNUAL LEAVE

(1) Every employer shall grant, in the month of December of each year and not later than the last pay-day of the establishment for the year, to each of his employees who has been in his employment from any date prior to the first day of February of the same year and whose services have not been terminated before 1 December of that year, three weeks' annual leave on full pay: Provided that any such employee shall be entitled to take his leave before the last pay-day of the establishment for the year, but after 1 December.

(2) An employer shall be not later than 15 November each year, post up in an easily accessible place in his establishment, a notice of the closing and reopening dates of his establishment in respect of the annual leave period.

(3) The leave pay due in terms of subclause (1) of this clause shall be paid by the employer not later than the last working day of the employee before the commencement of the period of the annual leave.

(4) An employee whose contract of service with an employer commenced—

(a) on or after the first day in February and is in his employ on or after the first day in December; or

(b) prior to the first day of February, but who terminates his service before the first day in December;

(c) on or after the first day in February, but who terminates his service before the first day in December;

shall, if he has been in employment with the same employer for a period of not less than one month, be paid not less than one quarter of his weekly wage in respect of each completed month of employment with that employer during that working year. The leave pay due in terms of this subclause shall be paid by the employer not later than the last working day before the employee commences his leave, or on which he terminates his employment, as the case may be.

(5) The payment in respect of annual leave due in terms of this clause shall be calculated at the rate of the wage which the employee was receiving or was entitled to receive immediately prior to the date upon which the leave became due or his employment was terminated, as the case may be.

(6) Subject to the provisions of clause 6 (c), where an employer closes his establishment for a period not exceeding four weeks during the months of December and/or January, due to holiday recess, the employer shall pay full wages to each of his employees for the period in excess of the four weeks that the establishment is closed: Provided that an employer may, before 15 November in each year, apply to the Council for written permission to close his establishment for a period exceeding four weeks during the months of December and/or January following the said 15th day of November and if such permission is granted by the Council, the provisions of this subclause in regard to the payment of wages for the period in excess of four weeks shall not apply.

(7) Should an establishment be closed for a period which includes the Day of the Covenant or Christmas Day or New Year's Day, the employer shall pay each of his employees on the last working day of the year, over and above their annual leave pay, a full day's wage in respect of each such day.

(8) For the purposes of this clause, "month of employment" shall mean a period of one calendar month commencing from the date on which the employee commenced work with the particular employer and "last day of the establishment for the year" shall mean 24 December.

dat waar 'n werkgewer besigheid in meer as een bedryfsinrigting dryf, hy nie geag mag word 'n gekwalifiseerde hoedemaker of tooier ten opsigte van meer as een sodanige bedryfsinrigting te wees nie.

(4) 'n Werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n hoedemaker of tooier verrig en wat subklousule (3) van hierdie klousule wil benut moet die Raad binne 14 dae vanaf die datum waarop hy begin om die getalsverhouding van sy werknemers op die grondslag van genoemde bepalings te bereken, skriftelik daarvan in kennis stel.

(5) Een gekwalifiseerde masjienbediener graad I moet in diens wees voordat enige ander masjienbedieners in diens geneem kan word. Daarna kan twee ongekwalifiseerde masjienbedieners in diens geneem word vir elke gekwalifiseerde masjienbediener graad I. Vir elke gekwalifiseerde masjienbediener graad II kan twee ongekwalifiseerde masjienbedieners graad II in diens geneem word: Met dien verstande dat 'n ongekwalifiseerde masjienbediener graad I vir 'n masjienbediener graad II uitgeruil kan word.

13. JAARLIKSE VERLOF

(1) Elke werkgewer moet in Desember elke jaar en wel voor of op die laaste betaaldag van die bedryfsinrigting vir die jaar, aan elk van sy werknemers wat vanaf enige datum voor die eerste dag van Februarie van dieselfde jaar by hom in diens was en wie se diens nie voor 1 Desember van daardie jaar beëindig is nie, jaarlikse verlof van drie weke met volle besoldiging toestaan: Met dien verstande dat so 'n werknemer geregtig is om sy verlof voor die laaste betaaldag van die bedryfsinrigting vir daardie jaar, maar ná 1 Desember, te neem.

(2) 'n Werkgewer moet voor of op 15 November elke jaar 'n kennisgewing op 'n plek in sy bedryfsinrigting wat maklik toeganklik is, aanbring waarin die sluitings- en heropeningsdatum van sy bedryfsinrigting ten opsigte van die jaarlikse verloftydperk vermeld word.

(3) Die werkgewer moet die verlofbesoldiging wat ingevolge subklousule (1) van hierdie klousule verskuldig is, voor of op die laaste werkdag van die werknemer voor die aanvang van die jaarlikse verloftydperk betaal.

(4) 'n Werknemer wie se dienskontrak by 'n werkgewer begin het—

(a) op of na die eerste dag in Februarie en wat op of na die eerste dag van Desember in sy diens is; of

(b) voor die eerste dag van Februarie, maar wat sy diens voor die eerste dag in Desember beëindig;

(c) op of na die eerste dag in Februarie, maar wat sy diens voor die eerste dag in Desember beëindig;

moet, as hy vir 'n tydperk van minstens een maand by dieselfde werkgewer in diens was, minstens 'n kwart van sy weekloon betaal word vir elke voltooide maand diens by daardie werkgewer gedurende daardie werkjaar. Die werkgewer moet die verlofbesoldiging wat ingevolge hierdie subklousule verskuldig is, betaal voor of op die laaste werkdag voordat die werknemer se verlof begin of waarop hy sy diens beëindig, na gelang van die geval.

(5) Die betaling vir jaarlikse verlof wat ingevolge hierdie klousule verskuldig is, moet bereken word volgens die loon wat die werknemer ontvang het of geregtig was om te ontvang onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens beëindig is, na gelang van die geval.

(6) Behoudens klousule 6 (c), moet 'n werkgewer wat sy bedryfsinrigting vir 'n tydperk van hoogstens vier weke gedurende Desember en/of Januarie sluit weens 'n vakansie, aan elk van sy werknemers sy volle loon betaal vir die tydperk wat die bedryfsinrigting gesluit is en wat langer as vier weke duur: Met dien verstande dat 'n werkgewer voor 15 November elke jaar by die Raad aansoek kan doen om skriftelike toestemming om sy bedryfsinrigting te sluit vir 'n tydperk van meer as vier weke gedurende Desember en/of Januarie wat op genoemde 15de dag van November volg, en as die Raad sodanige toestemming verleen, is hierdie subklousule ten opsigte van die betaling van loon vir die tydperk van meer as vier weke nie van toepassing nie.

(7) As 'n bedryfsinrigting gesluit word vir 'n tydperk wat Geloftedag of Kersdag of Nuwejaarsdag insluit, moet die werkgewer aan elk van sy werknemers op die laaste betaaldag van die jaar, benewens sy jaarlikse verlofbesoldiging, 'n volle dag se loon vir elke sodanige dag betaal.

(8) Vir die toepassing van hierdie klousule beteken "maand diens" 'n tydperk van een kalendermaand wat begin op die datum waarop die werknemer by die besondere werkgewer begin werk het en beteken "laaste dag van die bedryfsinrigting vir daardie jaar" 24 Desember.

14. PAID HOLIDAYS

(1) Every employer shall grant to each of his employees New Year's Day, Good Friday, Easter Monday, Ascension Day, the Friday following Ascension Day, Republic Day, the Day of the Covenant and Christmas Day as paid holidays, and no employer shall employ an employee and no employee shall work on these eight days, and in addition each employer shall grant to all of his employees who have worked the morning period of the Thursday preceding Good Friday, time off from the commencement of the normal meal time until the normal closing time and such time lost shall be regarded as time worked.

(2) (a) When any one of these paid holidays falls on a Saturday or Sunday, the employees shall be paid a full day's wage in respect of such day.

(b) Whenever two paid public holidays fall on the same day the employee shall be granted the first work-day thereafter as a paid holiday.

(3) An employee who gives or receives notice to terminate his services on or after 1 December of any year, shall be paid a full day's wage in respect of each of the paid holidays, Day of the Covenant, Christmas Day and New Year's Day: Provided that this shall not apply in the case of an employee who is dismissed on the grounds of misconduct or who has commenced employment with the employer later than 1 July of that year.

(4) Any day on which an establishment is closed for work during the months of September, October or November, coinciding with any Hindu (Dvali) or Jewish (Rosh Hashanah/Yom Kippur) holidays, shall be granted as a paid holiday.

15. OUT-WORK

No employer shall give out-work to be performed except in premises registered in terms of clause 18 of this Agreement, nor shall he require or permit any employee to perform any work in the Millinery Industry elsewhere than in an establishment provided, equipped, maintained and controlled by the employer.

16. TERMINATION OF EMPLOYMENT

(1) Written notice of not less than five working days, which for the purposes of this clause shall include paid holidays, to take effect from the working day following that on which it is given, shall be given by an employer or an employee to terminate a contract of service: Provided that this shall not affect—

(a) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;

(b) any agreement between the employer and employee providing for a period of notice of equal duration on both sides and for longer than one week, in which case such longer period of notice shall be given:

Provided further that—

(c) an employer may pay an employee his wage for and in lieu of the period of notice prescribed in subclause (1) hereof, or as agreed upon in terms of paragraph (b) above;

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

(e) the period of employment of an employee commencing on the date of engagement and ending on or before the second pay-day subsequent to such engagement shall, unless the contrary is stated in a written agreement, be deemed to be a period of trial and such employment may be terminated by the employer or employee without notice.

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

(3) Where an employee is absent from work—

(a) on account of illness, accident or pregnancy, the employer having been notified within three days of the commencement of such absence; or

(b) on account of leave with the permission or at the request of the employer;

such employee may not be dismissed by reason of or during such absence, subject to the said period of absence not exceeding—

(i) thirteen consecutive weeks in the case of employees who are obliged to cease work on account of pregnancy;

(ii) three consecutive weeks in the case of employees who have had up to three years' experience in the Industry;

14. VAKANSIEDAE MET BESOLDIGING

(1) Elke werkgever moet aan elk van sy werknemers Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag na Hemelvaartsdag, Republiekdag, Geloftedag en Kersdag as vakansiedae met besoldiging toestaan, en geen werkgever mag 'n werknemer op enigen van hierdie agt dae laat werk nie en geen werknemer mag op enigen van hierdie agt dae werk nie, en daarbenewens moet elke werkgever aan al sy werknemers wat op die Donderdag voor Goeie Vrydag die oggendtydperk gewerk het, vanaf die aanvang van die normale etenspouse tot die normale sluitingstyd diensvry toestaan, en sodanige tyd wat verlore gegaan het, moet beskou word as tyd gewerk.

(2) (a) Waar enigen van hierdie vakansiedae met besoldiging op 'n Saterdag of Sondag val, moet die werknemers 'n volle dag se loon vir sodanige dag betaal word.

(b) Wanneer twee openbare vakansiedae met besoldiging op dieselfde dag val, moet die werknemer die eerste werkdag daarna as 'n vakansiedag met besoldiging toegestaan word.

(3) 'n Werknemer wat op of na 1 Desember van enige jaar kennis gee of ontvang van die voorneme om sy diens te beëindig, moet 'n volle dag se loon vir elk van die vakansiedae met besoldiging, naamlik Geloftedag, Kersdag en Nuwejaarsdag, betaal word: Met dien verstande dat dit nie van toepassing is nie in die geval van 'n werknemer wat op grond van wangedrag ontslaan word of wat ná 1 Julie van daardie jaar by die werkgever in diens getree het.

(4) Enige dag waarop 'n bedryfsinrigting gedurende September, Oktober of November gesluit is wat saamval met 'n Hindoe-(Dvali) of Joodse (Rosh Hashanah/Yom Kippur) vakansiedag, moet as 'n vakansiedag met besoldiging toegestaan word.

Geen werkgever mag werk uitbestee nie, behalwe op persele wat ingevolge klousule 18 van hierdie Ooreenkoms geregistreer is; ook mag hy nie van 'n werknemer vereis of hom toelaat om werk in die Hoedenywerheid te verrig nie elders as in 'n bedryfsinrigting wat deur die werkgever verskaf, uitgerus, onderhou en beheer word.

16. DIENSBEÏNDIGING

(1) 'n Werkgever of 'n werknemer moet minstens vyf werkdade, wat vir die toepassing van hierdie klousule vakansiedae met besoldiging insluit, skriftelike kennis gee van sy voorneme om die dienskontrak te beëindig, en sodanige diensopsegging tree in werking vanaf die werkdag wat volg op dié waarop kennis gegee word: Met dien verstande dat dit nie die volgende mag raak nie:

(a) Die reg van 'n werkgever of werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

(b) enige ooreenkoms tussen die werkgever en die werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn van gelyke duur vir albei partye en vir langer as een week, in welke geval sodanige langer tydperk kennis gegee moet word:

Voorts met dien verstande dat—

(c) 'n werkgever 'n werknemer sy loon kan betaal vir en in plaas van die kennisgewingstermyn in subklousule (1) hiervan voorgeskryf, of soos kragtens paragraaf (b) hierbo ooreengekom;

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

(e) die dienstydsperk van 'n werknemer wat begin op die datum van indiensneming en eindig voor of op die tweede betaaldag na sodanige indiensneming, geag word 'n proeftydperk te wees tensy 'n skriftelike ooreenkoms 'n teenoorgestelde bepaling bevat en dat die werkgever of werknemer sodanige diens sonder kennisgewing kan beëindig.

(2) 'n Werknemer wat gedurende 'n kennisgewingstermyn ingevolge hierdie Ooreenkoms ontslaan word, moet volle besoldiging vir sodanige kennisgewingstermyn ontvang.

(3) Waar 'n werknemer van die werk afwesig is weens—

(a) siekte, 'n ongeluk of swangerskap en die werkgever binne drie dae vanaf die begin van sodanige afwesigheid daarvan in kennis gestel is; of

(b) verlof met die toestemming of op versoek van die werkgever;

mag so 'n werknemer nie weens of gedurende sodanige afwesigheid ontslaan word nie, mits genoemde afwesigheidsydperk hoogstens—

(i) 13 agtereenvolgende weke duur in die geval van werknemers wat weens swangerskap verplig is om op te hou werk;

(ii) drie agtereenvolgende weke duur in die geval van werknemers met tot drie jaar ondervinding in die Nywerheid;

(iii) eight consecutive weeks in the case of employees who have been between three and five years' experience in the Industry; and

(iv) thirteen consecutive weeks in the case of employees who have had more than five years' experience in the Industry; and the notice referred to in subclause (1) hereof shall not run concurrently with any period of such absence: Provided that an employer may require an employee to produce a medical certificate in proof of any illness or accident when he returns to work: Provided further that no combination of causes shall serve to increase the longest period of absence permissible in terms of any one contingency mentioned in subparagraph (i) to (iv) hereof, which may apply.

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

(5) The notice referred to in subclause (1) shall not run concurrently with—

(a) annual leave granted in terms of clause 13;

(b) any period of absence during which an employee is undergoing military training in pursuance of the Defence Act, 1957.

(6) In the event of an employer failing to give notice or permitting the employee to work the required notice period, or an employee failing to give and to work the required notice period, the employer shall pay or the employee shall forfeit, subject to the provisions of subclause (7) of this clause, an amount equal to the full weekly remuneration which the employee was receiving immediately prior to the date of such termination.

(7) If an employee leaves without notice or is unaccountably absent, the employer shall send his service card to the Industrial Council not earlier than the sixth nor later than the 11th day of such absence, together with any wages due, holiday pay and any other moneys due in terms of this Agreement, together with a statement by the employer detailing circumstances surrounding the employee's absence from work and requesting a refund of the amount to be forfeited in terms of subclause (6) of this clause.

(8) (a) When an employer terminates the services of an employee in terms of subclause (4) hereof, notice of such termination shall be given by notifying the Secretary of the Council within three days of such termination, in writing. Any notification shall be accompanied by two copies of the service card referred to in clause 24 (3) and by all wages and other amounts due to the employee on such termination, for transmission to the said employee on application.

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

17. EMPLOYEES EMPLOYED IN SHOPS

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

(1) Wages and other amounts due to an employee shall be paid in cash monthly or weekly not later than 15 minutes after the employee finishes work on the last day of the month or on the weekly pay-day of the establishment, as the case may be.

(2) (a) An employee or his employer shall give not less than two weeks' notice in the case of a monthly paid employee and one week's notice in the case of a weekly paid employee to terminate the contract of employment: Provided that this shall not affect the right of an employee or an employer to terminate the contract of employment without notice for any cause recognised by law as sufficient or any agreement between the employee and employer which provides for a period of notice of equal duration on both sides and for longer than two weeks or one week, as the case may be, in which event such longer period of notice shall be given.

(b) The notice referred to in paragraph (a) hereof shall be so given as to take effect from—

(i) in the case of a weekly paid employee, the usual weekly pay-day of the establishment;

(ii) in the case of a monthly paid employee, the first or 15th day of the month, as the case may be.

(c) The trial period referred to in clause 16 (1) (e) of this Agreement shall not be longer than two weeks commencing from the date of employment of the employee.

(d) The provisions of clause 16 (3) shall, *mutatis mutandis*, apply in respect of employees employed in shops.

(iii) agt agtereenvolgende weke duur in die geval van werknemers met tussen drie en vyf jaar ondervinding in die Nywerheid; en

(iv) 13 agtereenvolgende weke duur in die geval van werknemers met meer as vyf jaar ondervinding in die Nywerheid;

en die kennisgewing in subklousule (1) hiervan bedoel mag nie met so 'n afwesigheidstydperk saamval nie: Met dien verstande dat 'n werkgever van 'n werknemer kan vereis om 'n dokter-sertifikaat te toon as bewys van siekte of ongeluk wanneer hy na sy werk terugkeer: Voorts met dien verstande dat geen kombinasie van oorsake gebruik mag word nie om die langste afwesigheidstydperk te verleng wat toelaatbaar is op grond van enig-een van die gebeurlikhede wat in subparagrafe (i) tot (iv) hiervan vermeld word en van toepassing is.

(4) Die werkgever kan die diens van 'n werknemer wat vir 'n tydperk van drie agtereenvolgende werkdag van die werk afwesig is sonder om sy werkgever van die redes vir sy afwesigheid in kennis te stel, sonder kennisgewing beëindig.

(5) Die kennisgewing in subklousule (1) bedoel, mag nie saamval nie met—

(a) die jaarlikse verlof wat kragtens klousule 13 toegestaan word;

(b) 'n tydperk van afwesigheid waarin 'n werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan.

(6) Ingeval 'n werkgever versuim om kennis te gee of om die werknemer toe te laat om die vereiste kennisgewingstermyn uit te dien, of die werknemer versuim om kennis te gee en om die vereiste kennisgewingstermyn uit te dien, moet 'n bedrag gelykstaande met die volle weeklikse besoldiging wat die werknemer onmiddellik voor die datum van sodanige diensbeëindiging ontvang het, behoudens subklousule (7) van hierdie klousule, deur die werkgever betaal of deur die werknemer verbeur word.

(7) As 'n werknemer sonder kennisgewing weggaan of om onverklaarbare redes afwesig is, moet die werkgever sy dienskaart nie voor die sesde dag nie en voor of op die 11de dag van sodanige afwesigheid aan die Nywerheidsraad stuur, tesame met alle lone, vakansiebesoldiging en ander geld wat ingevolge hierdie Ooreenkoms verskuldig mag wees, vergesel van 'n verklaring deur die werkgever waarin die omstandighede in verband met die werknemer se afwesigheid van sy werk uiteengesit word en versoek word dat die bedrag wat ingevolge subklousule (6) van hierdie klousule deur die werknemer verbeur moet word, aan die werkgever terugbetaal word.

(8) (a) Wanneer 'n werkgever die diens van 'n werknemer ingevolge subklousule (4) hiervan beëindig, moet hy die Sekretaris van die Raad binne drie dae na sodanige beëindiging skriftelik daarvan in kennis stel. Die kennisgewing moet vergesel gaan van twee kopieë van die dienskaart in klousule 24 (3) vermeld en van alle lone en ander bedrae wat by sodanige beëindiging aan die werknemer verskuldig is, vir deursending aan genoemde werknemer wanneer hy daarom aansoek doen.

(b) Hierdie subklousule is *mutatis mutandis* op enige diensbeëindiging ingevolge subklousule (1) hiervan van toepassing.

17. WERKNEMERS WAT IN WINKELS WERK

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die volgende van toepassing op werknemers wat in winkels werk:

(1) Lone en ander bedrae wat aan werknemers verskuldig is, moet maandeliks of weekliks in kontant betaal word, hoogstens 15 minute nadat die werknemer op die laaste dag van die maand opgehou werk het of op die weeklikse betaaldag van die bedryfsinrigting, na gelang van die geval.

(2) (a) 'n Werknemer of sy werkgever moet minstens twee weke in die geval van 'n maandeliks besoldigde werknemer, en een week in die geval van 'n weekliks besoldigde werknemer, kennis gee van sy voorneme om die dienskontrak te beëindig: Met dien verstande dat dit nie die volgende raak nie: Die reg van 'n werknemer of 'n werkgever om die dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig, of 'n ooreenkoms tussen die werknemer en die werkgever wat voorsiening maak vir 'n kennisgewingstermyn van gelyke duur vir albei partye en vir langer as twee weke of een week, na gelang van die geval, in welke geval sodanige langer tydperk kennis gegee moet word.

(b) Die kennisgewing in paragraaf (a) hiervan bedoel, moet so gegee word dat dit in werking tree vanaf—

(i) in die geval van 'n weekliks besoldigde werknemer, die gewone weeklikse betaaldag van die bedryfsinrigting;

(ii) in die geval van 'n maandeliks besoldigde werknemer, die eerste of 15de dag van die maand, na gelang van die geval.

(c) Die proeftydperk in klousule 16 (1) (e) van hierdie Ooreenkoms bedoel, mag hoogstens twee weke duur vanaf die datum waarop die werknemer in diens getree het.

(d) Klousule 16 (3) is *mutatis mutandis* van toepassing op werknemers wat in winkels werk.

(3) An employee who has completed three months' employment with the same employer and who is absent from work through sickness or accident not caused by the employee's own neglect or misconduct, shall be paid not less than the equivalent of the weekly wage which the employee was receiving immediately prior to the date on which his absence from work commenced, divided by six for each day of such absence, not exceeding 12 working days in the aggregate in any one year of employment calculated from the date on which the employee entered his employer's service: Provided that the employer may—

(a) require his employee to produce a medical certificate in respect of any absence in excess of three days in proof of such sickness or accident;

(b) deduct the amount of any compensation payable under the Workmen's Compensation Act, 1941, in respect of such sickness or accident;

(c) deduct any amount paid for medical and/or hospital treatment under the provisions of any Master's and Servant's law arising out of such sickness or accident.

(4) Every weekly or monthly paid employee shall be entitled to receive on the ordinary pay-day of the establishment concerned, not less than his full weekly or monthly wage (as the case may be), and an employer shall not withhold any portion of any remuneration earned by an employee, nor shall any fines be made from any amounts due to an employee for work performed by him or otherwise arising from his employment, other than the following:

(a) With the written consent of his employee, deductions for holiday insurance, provident or pension funds or for dental plates and other dental work not otherwise provided for;

(b) contributions to the Council funds, the Medical Benefit Society, the Slack Pay Fund and the Provident Fund, which shall be deducted in terms of clauses 25, 26, 27 and 28 of this Agreement;

(c) except where otherwise provided in this Agreement, whenever an employee is absent from work, otherwise than on the instructions or at the request of his employer, or commences employment with an employer after the beginning of the working week of the establishment concerned, a deduction proportionate to the actual time lost may be deducted from the remuneration of such employee;

(d) a deduction of any amount which an employer is legally or by any order of any competent court required or permitted to make;

(e) with the written consent of his employee, a deduction of any amounts due to an employer for goods purchased from him by his employee: Provided that no employer shall require his employee to purchase any goods from him or from any shop or person nominated by him;

(f) where short-time has been introduced a deduction may be made for the actual time not worked;

(g) deductions for the funds of the trade union, where the employee gives his consent.

(5) The provisions of clause 13 of this Agreement shall not apply in respect of employees employed in shops. The following provisions shall apply in respect of such employees and their employers:

(a) An employer shall be entitled to and be granted 18 consecutive working days annual leave on full pay after each year of employment with the same employer: Provided that where an employer and employee agree, such leave need not be consecutive: Provided further that if any public holiday falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence with full pay;

(b) the leave to which an employee is entitled in terms of paragraph (a) above shall be granted at a time fixed by the employer but not later than two months after the completion of the year of employment in respect of which it has accrued;

(c) the leave due to an employee in terms of paragraph (a) above shall be on full pay, and the amount due in respect thereof shall, in all cases, be paid before the date of commencement of the leave;

(d) an employee whose contract of employment terminates—

(i) in the first year of employment with the same employer, after the completion of one month's employment but before the completion of such year; or

(ii) in any subsequent year of employment with the same employer but before the completion of such year;

shall, upon such termination, be paid in respect of each completed month of employment of the said uncompleted year, an amount not less than one and a half days' wage;

(e) an employee who has become entitled to a period of leave in terms of paragraph (a) hereof and whose employment terminates before such leave has been granted shall, upon termination,

(3) 'n Werknemer wat drie maande diens by dieselfde werkgever voltooi het en weens siekte of 'n ongeluk wat nie deur sy eie nalatigheid of wangedrag veroorsaak is nie, van die werk afwesig is, moet minstens die ekwivalent van die weekloon betaal word wat hy ontvang het onmiddellik voor die datum waarop sy afwesigheid van sy werk begin het, gedeel deur ses vir elke dag van sodanige afwesigheid, wat altesaam hoogsens 12 werkdag mag beloop in 'n bepaalde jaar diens, bereken vanaf die datum waarop die werknemer by sy werkgever in diens getree het: Met dien verstande dat die werkgever—

(a) van sy werknemer kan vereis om 'n doktersertifikaat te toon ten opsigte van 'n afwesigheid van meer as drie dae as bewys van sodanige siekte of ongeluk;

(b) die bedrag van skadeloosstelling kan aftrek wat ingevolge die Ongevalwet, 1941, vir sodanige siekte of ongeluk betaalbaar is;

(c) 'n bedrag kan aftrek wat vir mediese en/of hospitaalbehandeling betaal is ingevolge enige wet insake werkgever en dienaar wat ontstaan uit sodanige siekte of ongeluk.

(4) Elke weekliks of maadeliks besoldigde werknemer is geregtig om op die gewone betaaldag van die betrokke bedryfsinrigting minstens sy volle week- of maandloon (na gelang van die geval) te ontvang, en 'n werkgever mag geen gedeelte van enige besoldiging wat deur 'n werknemer verdien is, terughou nie; ook mag hy geen boetes aftrek nie van geld wat aan die werknemer verskuldig is vir werk wat deur hom verrig is of andersins uit sy diens voortspruit, uitgesonderd die volgende:

(a) Met die skriftelike toestemming van sy werknemer, bedrae vir vakansie-, versekerings-, voorsorg- of pensioenfondse of vir kunsgebite of ander tandheelkundige werk waarvoor daar nie andersins voorsiening gemaak word nie;

(b) bydraes tot die fondse van die Raad, die Mediese Bystandsvereniging, die Slaptesbesoldigingsfonds en die Voorsorgfonds, wat ingevolge klousules 25, 26, 27 en 28 van hierdie Ooreenkoms afgetrek moet word;

(c) behoudens andersluidende bepalings in hierdie Ooreenkoms, waar 'n werknemer van sy werk afwesig is, uitgesonderd op las of op versoek van sy werkgever, of by 'n werkgever begin werk ná die begin van die werkweek van die betrokke bedryfsinrigting, kan 'n bedrag in verhouding tot die werklike tyd wat verlore gegaan het, van die besoldiging van so 'n werknemer afgetrek word;

(d) 'n bedrag wat 'n werkgever regtens of op bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(e) met die skriftelike toestemming van sy werknemer, bedrae wat aan 'n werkgever verskuldig is vir goedere wat sy werknemer by hom gekoop het: Met dien verstande dat geen werkgever van sy werknemer mag vereis om goedere van hom of van 'n winkel of persoon deur hom aangewys, te koop nie;

(f) waar korttyd ingevoer is, kan 'n bedrag afgetrek word vir die werklike tyd wat nie gewerk is nie;

(g) met die werknemer se toestemming, bedrae vir die fondse van die vakvereniging.

(5) Klousule 13 van hierdie Ooreenkoms is nie van toepassing op werknemers wat in winkels werk nie. Die volgende bepalings is op sodanige werknemers en hulle werkgevers van toepassing:

(a) 'n Werknemer is geregtig op en moet 18 agtereenvolgende werkdag jaarlikse verlof met volle besoldiging toegestaan word na elke jaar diens by dieselfde werkgever: Met dien verstande dat waar 'n werkgever en werknemer so ooreenkom, sodanige verlof nie agtereenvolgend hoef te wees nie: Voorts met dien verstande dat as enige openbare vakansiedag binne sodanige verloftydperk val, sodanige vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere verloftydperk met volle besoldiging;

(b) die verlof waarop 'n werknemer kragtens paragraaf (a) hierbo geregtig is, moet toegestaan word op 'n tyd wat die werkgever vasstel, maar nie later nie as twee maande ná voltooiing van die jaar diens ten opsigte waarvan dit opgeloopt het;

(c) die verlof wat kragtens paragraaf (a) hierbo aan 'n werknemer verskuldig is, is verlof met volle besoldiging, en die bedrag wat daarvoor verskuldig is, moet in alle gevalle betaal word voordat die verlof begin;

(d) 'n werknemer wie se dienskontrak eindig—

(i) in die eerste jaar diens by dieselfde werkgever, ná voltooiing van een maand diens maar voor die voltooiing van sodanige jaar; of

(ii) in enige daaropvolgende jaar diens by dieselfde werkgever maar voor die voltooiing van sodanige jaar;

moet by sodanige beëindiging minstens een en 'n half dag se loon betaal word vir elke voltooide maand diens van genoemde onvoltooide jaar;

(e) 'n werknemer wat kragtens paragraaf (a) hiervan op 'n verloftydperk geregtig geword het en wie se diens beëindig word voordat sodanige verlof toegestaan is, moet by diensbeëindiging

be paid in respect of each week of such leave an amount of not less than the weekly wage or a pro rata part thereof in respect of any portion of a week involved.

(6) The provisions of clause 14 of this Agreement shall not apply in respect of employees employed in shops. The following provisions shall apply in respect of such employees and their employers:

(a) An employee shall be entitled to and be granted leave on all public holidays and shall be paid in respect of each such holiday not less than one-sixth of the weekly wage;

(b) no deduction may be made from an employee's wage for public holidays on which the employee does not work, and the provisions of clause 11 (b) of this Agreement shall not apply to employees employed in shops;

(c) employees shall not be entitled to receive extra pay in respect of the paid holidays as provided in clause 14 of this Agreement.

(7) (a) Payments in respect of annual leave or paid holidays due in terms of this clause shall be calculated at the rate of the wage which the employee was receiving or was entitled to receive immediately prior to the date of commencement of the leave or paid holidays, or immediately prior to the date upon which his employment terminated, as the case may be.

(b) For the purpose of this clause "month of employment" shall mean a period of one calendar month commencing from the date on which the employee commenced work with the particular employer.

18. REGISTRATION OF PREMISES

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

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

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

19. PREMIUMS

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

(2) For the purposes of this clause, "premium" means without in any way limiting the ordinary meaning of the term, any consideration of whatever nature given in return for the training of an employee: Provided that this clause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

20. EMPLOYMENT OF MINORS

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

21. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may, on account of old age, infirmity or for any other good or sufficient reasons, grant to or in respect of any person or persons, exemption from any of the provisions of this Agreement.

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

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

(a) the name of the establishment and/or the person concerned;

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

vir elke week van sodanige verlof minstens die weekloon betaal word of 'n pro rata-gedeelte daarvan vir enige gedeelte van 'n week.

(6) Klousule 14 van hierdie Ooreenkoms is nie van toepassing op werknemers wat in winkels werk nie. Die volgende bepalings is op sodanige werknemers en hul werkgevers van toepassing:

(a) 'n Werknemer is geregtig op en moet verlof toegestaan word op alle openbare vakansiedae en moet vir elke sodanige vakansiedag minstens een sesde van die weekloon betaal word;

(b) Geen bedrag mag van 'n werknemer se loon afgetrek word vir openbare vakansiedae waarop die werknemer nie werk nie, en klousule 11 (b) van hierdie Ooreenkoms is nie van toepassing op werknemers wat in winkels werk nie;

(c) werknemers is nie geregtig op ekstra besoldiging vir die vakansiedae met besoldiging soos in klousule 14 van hierdie Ooreenkoms voorgeskryf nie.

(7) (a) Betaling vir jaarlikse verlof of vakansiedae met besoldiging wat ingevolge hierdie klousule verskuldig is, moet bereken word teen die loon wat die werknemer ontvang het of geregtig was om te ontvang onmiddellik voor die datum waarop die verlof of vakansiedae met besoldiging begin het, of onmiddellik voor die datum waarop sy diens beëindig is, na gelang van die geval.

(b) Vir die toepassing van hierdie klousule beteken "maand diens" een kalendermaand wat begin op die datum waarop die werknemer by die besondere werkgever begin werk het.

18. REGISTRASIE VAN PERSELE

(1) Elke werkgever in die Hoedenywerheid of elke okkupeerder van persele waar een of meer werknemers in die Hoedenywerheid werksaam is, moet binne een maand vanaf die datum waarop hy met sy werksaamhede begin, die Sekretaris van die Raad skriftelik in kennis stel van die volle naam waaronder die besigheid gedryf word, die adres van die perseel waar genoemde werksaamhede verrig word, die adres van die kantoor vanwaar die besigheid gedryf word, die name van die eienaar of vennote van die besigheid, of as dit 'n maatskappy met beperkte aanspreeklikheid is, die name van die sekretaris of direkteure. Die Sekretaris van die Raad moet dan aan genoemde werkgever of okkupeerder 'n ondertekende registrasiesertifikaat uitreik. Geen werksaamhede in die Hoedenywerheid mag elders as op persele wat ingevolge hierdie klousule geregistreer is, verrig word nie.

(2) As daar enige verandering voorkom in die besonderhede in subklousule (1) hiervan vermeld, moet die Sekretaris van die Raad binne twee weke na die datum van sodanige verandering daarvan in kennis gestel word.

(3) Vir die toepassing van hierdie klousule beteken "okkupeerder" 'n persoon wat die perseel in die algemeen bestuur en beheer en as daar twee of meer sodanige persone is, omvat dit alle sodanige persone.

19. PREMIES

(1) 'n Werkgever mag geen premie vra of aanvaar nie.

(2) Vir die toepassing van hierdie klousule beteken "premie", sonder om die gewone betekenis van die term enigins te beperk, enige vergoeding van welke aard ook al vir die opleiding van 'n werknemer: Met dien verstande dat hierdie klousule nie van toepassing is ten opsigte van 'n opleidingskema waartoe die werkgever regtens moet hydra nie.

20. INDIENSNEMING VAN MINDERJARIGES

Niemand onder die ouderdom van 15 jaar mag in die Hoedenywerheid in diens geneem word nie.

21. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad enige persoon of persone weens hoë ouderdom, liggaamlike swaakteit of om 'n ander afdoende rede, vrystel van enige van die bepalings van hierdie Ooreenkoms.

(2) Die Raad moet die voorwaardes vasstel waarop enige vrystelling verleen word, asook die tydperk waarvoor dit geldig is: Met dien verstande dat die Raad, as hy dit goeddink, nadat een week skriftelike kennis aan die betrokke persone gegee is, enige vrystellingsertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling kragtens hierdie klousule verleen is, 'n ondertekende sertifikaat uitreik wat die volgende moet meld:

(a) Die naam van die betrokke bedryfsinrigting en/of persoon;

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

- (c) the conditions fixed by the Council subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
 - (a) number consecutively all licences of exemption issued;
 - (b) retain a copy of each licence issued;
 - (c) where an exemption is granted to or in respect of an employee, forward a copy of the licence to the employer concerned, and vice versa.
- (5) Every employer and employee shall observe the provisions of any licence of exemption issued in terms of this clause.

22. 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.

23. RECORDS TO BE KEPT BY EMPLOYERS

- (1) Every employer shall at all times keep records showing in respect of each employee—
 - (a) his full name, sex, age and race (employees over 18 years of age may be regarded as "adults");
 - (b) the nature and the class of work performed;
 - (c) the times of starting and finishing work each day;
 - (d) the times and duration of the tea and lunch intervals;
 - (e) the total number of hours normally worked each day and each week;
 - (f) the total number of overtime hours worked each day and each week;
 - (g) the normal rate of the wage per week or per month;
 - (h) any amounts paid in respect of bonuses for extra work performed, paid holidays, annual leave, or other additional amounts;
 - (i) details of all deductions made from the employee's pay;
 - (j) the actual wages and total remuneration paid each week or month.
- (2) Every employer shall retain the records prescribed in sub-clause (1) hereof for a period of three years subsequent to the occurrence of the events recorded, and these records shall be kept available for inspection at any time within that period.

24. SERVICE CARDS AND LISTS OF EMPLOYEES

- (1) An employer shall, before engaging an applicant for work, require such applicant to produce a service card issued by the Council: Provided that in the case of persons who have not previously been employed in the Industry in the Transvaal a period of seven days may elapse before production of the service card shall be requisite. The service card shall be in the form of Annexure A.
- (2) If, during or on the completion of the trial period referred to in clause 16 (1) (e), the contract of service is confirmed, the employer shall, immediately on such confirmation, enter on the service card the name of his establishment, occupation of employee, the date of commencement of employment and the prescribed wage and within three days forward the service card to the Secretary of the Council, P.O. Box 4866, Johannesburg.
- (3) Such information as is required by the Council shall be taken from the service card as soon as reasonably possible, after which the card shall be returned to the employer who shall retain it until the employee leaves his employ, whereupon the employer shall enter on the card the date of termination of employment and prescribed wage on termination and return the card to the employee. The employee shall thereupon surrender his medical benefit card in exchange for his service card: Provided that if the employee is unable to surrender his medical benefit card the employer shall immediately forward the service card to the Council office, where the employee may make application for the service card.
- (4) Where an employer transfers any one of his employees from one class of work in his establishment to another class of work (e.g. milliner, trimmer, blocker or labourer) the Council shall be notified, in writing, of such change in the employee's classification within 14 days of the date on which the change was put into operation: Provided that where any such change has been in operation for a period of not longer than two weeks and the employee has, at the end of that period, been transferred back to the class of work which he was performing prior to the change, no notification need be sent to the Council as herein prescribed.

- (c) die voorwaardes deur die Raad vasgestel waarop sodanige vrystelling verleen word;
- (d) die tydperk waarvoor sodanige vrystelling geldig is.
- (4) Die Sekretaris van die Raad moet—
 - (a) alle vrystellingsertifikate wat uitgereik is, in volgorde nummer;
 - (b) 'n afskrif hou van elke sertifikaat wat uitgereik is;
 - (c) waar vrystelling aan of ten opsigte van 'n werknemer verleen is, 'n afskrif van die sertifikaat aan die betrokke werkgever stuur, en omgekeerd.
- (5) Elke werkgever en werknemer moet die bepalings nakom van 'n vrystellingsertifikaat wat kragtens hierdie klousule uitgereik is.

22. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale en in die vorm in die regulasies ingevolge die Wet voorgeskryf, op 'n plek in sy bedryfsinrigting vertoon wat maklik vir sy werknemers toeganklik is.

23. REGISTERS WAT DEUR WERKGEWERS BYGEHOU MOET WORD

- (1) Elke werkgever moet te alle tye registers byhou wat die volgende besonderhede van elke werknemer toon:
 - (a) Sy volle naam, geslag, ouderdom en ras (werknemers wat ouer as 18 jaar is, kan as "volwassenes" beskou word);
 - (b) die aard van en klas werk verrig;
 - (c) die aanvangs- en ophoutyd van werk elke dag;
 - (d) die tye en duur van die tee- en etenspouses;
 - (e) die totale getal ure gewoonlik elke dag en elke week gewerk;
 - (f) die totale getal oortydure elke dag en elke week gewerk;
 - (g) die gewone loon per week of per maand;
 - (h) alle bedrae aan bonusse wat betaal is vir ekstra werk verrig, vakansiedae met die besoldiging, jaarlikse verlof of ander bykomende bedrae;
 - (i) besonderhede van alle bedrae wat van die werknemer se besoldiging afgetrek is;
 - (j) die werklike loon en totale besoldiging wat elke week of maand betaal is.
- (2) Elke werkgever moet die registers in subklousule (1) hier- van voorgeskryf vir 'n tydperk van drie jaar bewaar nadat die gebeurtenisse wat daarin aangeteken is, plaasgevind het, en hierdie registers moet gedurende daardie tydperk te alle tye ter insae beskikbaar wees.

24. DIENSKAARTE EN LYTE VAN WERKNEMERS

- (1) Voordat 'n werkgever 'n aansoeker om werk in diens neem, moet hy van sodanige aansoeker vereis om 'n dienskaart te toon wat deur die Raad uitgereik is: Met dien verstande dat in die geval van persone wat nie voorheen in die Nywerheid in Transvaal werksaam was nie, 'n tydperk van sewe dae kan verloop voordat lewering van die dienskaart vereis word. Die dienskaart moet in die vorm van Aanhangsel A wees.
- (2) Indien die dienskontrak bekragtig word gedurende of by voltooiing van die proeftydperk in klousule 16 (1) (e) bedoel, moet die werkgever onmiddellik na sodanige bekragtiging die naam van sy bedryfsinrigting, die beroep van die werknemer, die aanvangsdatum van indiensneming en die voorgeskrewe loon van sodanige werknemer op die dienskaart invul en die dienskaart binne drie dae aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, pos.
- (3) Sodanige inligting as wat die Raad verlang, moet so spoedig as wat redelik moontlik is van die dienskaart geneem word en daarna moet die kaart teruggestuur word aan die werkgever wat dit moet bewaar totdat die werknemer sy diens verlaat, wanneer hy die datum van diensbeëindiging en die voorgeskrewe loon wat by diensbeëindiging aan die werknemer betaal is op die dienskaart moet invul en die kaart aan die werknemer moet teruggee. Die werknemer moet dan sy mediese bystandskart in ruil vir die dienskaart aan die werkgever oorhandig: Met dien verstande dat indien die werknemer nie sy mediese bystandskart aan die werkgever kan oorhandig nie, die werkgever die dienskaart onmiddellik moet aanstuur na die kantoor van die Raad waar die werknemer daarom aansoek kan doen.
- (4) Waar 'n werkgever enigeen van sy werknemers van een klas werk in sy bedryfsinrigting na 'n ander klas werk (bv. hoedemaker, tooier, blokker of arbeider) oorplaas, moet die Raad skriftelik van sodanige verandering in die werknemer se klassifikasie in kennis gestel word binne 14 dae ná die datum van sodanige verandering: Met dien verstande dat waar so 'n verandering vir 'n tydperk van hoogstens twee weke in werking was en die werknemer aan die einde van daardie tydperk terugverplaas is na die klas werk wat hy vóór die verandering verrig het, geen kennisgewing soos hierin voorgeskryf, aan die Raad gestuur hoef te word nie.

25. COUNCIL FUNDS

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

(1) In respect of employees for whom wages are prescribed in this Agreement, on every pay-day after this Agreement comes into operation, every employer shall deduct an amount of 10c per week from the wage of every employee: Provided that—

(a) in the case of employees who are paid monthly, deductions shall be made monthly and in such event the employer shall, on every pay-day after this Agreement comes into operation, deduct 43c per month from the wage of every employee;

(b) when a weekly-paid employee is absent from work without pay for more than two working days in any week, no deduction of Council levies shall be made from such employee's wage for that week. In the case of monthly-paid employees the prescribed deduction shall be reduced by 10c for each week during which an employee is absent from work without pay for more than two working days during such month.

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

(3) Where an employer has failed to deduct contributions from his employees he shall not be permitted to deduct arrear contributions, but shall make good these contributions himself.

26. MEDICAL BENEFIT SOCIETY

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

(2) (a) Employees for whom wages are prescribed in clause 4 shall be members of the Society.

(b) Membership shall cease when the latest stamp valid for three months, received by the member whilst still employed in the Industry, has expired.

(3) (a) For the purposes of the Society, each employer shall on every pay-day after this Agreement comes into operation, deduct from the wages of each member, the amount set out hereunder:

(i) Employees in receipt of a weekly wage up to and including R15,40: 25c;

(ii) employees in receipt of a weekly wage from R15,41 to R18,20: 30c;

(iii) employees in receipt of a weekly wage from R18,21 to R21: 35c;

(iv) employees in receipt of a weekly wage from R21,01 to R25: 45c;

(v) employees in receipt of a weekly wage from R25,01 to R30: 55c;

(vi) employees in receipt of a weekly wage from R30,01 to R35: 60c;

(vii) employees in receipt of a weekly wage in excess of R35: 75c;

Provided that—

(a) in the case of members who are paid monthly, deductions may be made monthly and in that event the employer shall, on every pay-day after the Agreement comes into operation, deduct from the wages of each member the appropriate weekly deduction multiplied by four in the case of a four-week month and the appropriate weekly deduction multiplied by five in the case of a five-week month;

(b) when a weekly- or monthly-paid member is absent without pay for more than two days in any week, no deductions of contributions shall be made for that week;

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

(4) Where an employer has failed to deduct contributions from his members, he shall not be permitted to deduct arrear contributions, but shall make good these contributions himself.

25. FONDSE VAN DIE RAAD

Die fondse van die Raad, wat berus by en geadministreer word deur die Raad, moet op die volgende wyse verskaf word:

(1) Ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, moet elke werkgewer op elke betaaldag na die inwerkingtreding van hierdie Ooreenkoms 'n bedrag van 10c per week aftrek van die loon van elke werknemer: Met dien verstande dat—

(a) in die geval van werknemers wat maandeliks betaal word, bydraes maandeliks afgetrek moet word en in daardie geval moet die werkgewer op elke betaaldag na die inwerkingtreding van hierdie Ooreenkoms 43c per maand aftrek van die loon van elke werknemer;

(b) waar 'n weekliks besoldigde werknemer meer as twee werkdade in 'n bepaalde week sonder besoldiging van sy werk afwesig is, geen Raadsheffings vir daardie week van so 'n werknemer se loon afgetrek mag word nie. In die geval van maandeliks besoldigde werknemers moet die voorgeskrewe aftrekking met 10c verminder word vir elke week waarin 'n werknemer meer as twee werkdade sonder besoldiging gedurende so 'n maand van sy werk afwesig is.

(2) Die werkgewer moet die totale bedrag aldus van werknemers afgetrek, tesame met 'n gelyke bedrag wat hy self moet bydra, aan die Sekretaris van die Raad stuur binne een week vanaf die datum waarop die aftrekkings moes geskied, tesame met 'n staat wat die name toon van die werknemers van wie se loon die aftrekkings gedoen is.

(3) Waar die werkgewer versuim het om bydraes van sy werknemers af te trek, mag hy nie agterstallige bydraes aftrek nie, maar moet hy hierdie bydraes self betaal.

26. MEDIESE BYSTANDSVERENIGING

(1) Hierby word 'n Mediese Bystandsvereniging wat kragtens die Raad se vorige ooreenkomste ingestel is en voorheen as die "Mediese Hulpvereniging van die Transvaalse Hoedenywerheid" bekend gestaan het, voortgesit, en dit sal voortaan bekend staan as die "Mediese Bystandsvereniging van die Transvaalse Hoedenywerheid" (in hierdie klousule die "Vereniging" genoem).

(2) (a) Werknemers vir wie lone in klousule 4 voorgeskryf word, is lede van die Vereniging.

(b) Lidmaatskap verval wanneer die jongste seël, geldig vir drie maande, wat die lid ontvang het terwyl hy nog in die Nywerheid werksaam was, verstryk het.

(3) (a) Vir die doel van die Vereniging moet elke werkgewer op elke betaaldag ná die inwerkingtreding van hierdie Ooreenkoms die volgende bedrag van die loon van elke lid aftrek:

(i) Werknemers wat 'n weekloon van tot en met R15,40 ontvang: 25c;

(ii) werknemers wat 'n weekloon van R15,41 tot R18,20 ontvang: 30c;

(iii) werknemers wat 'n weekloon van R18,21 tot R21 ontvang: 35c;

(iv) werknemers wat 'n weekloon van R21,01 tot R25 ontvang: 45c;

(v) werknemers wat 'n weekloon van R25,01 tot R30 ontvang: 55c;

(vi) werknemers wat 'n weekloon van R30,01 tot R35 ontvang: 60c;

(vii) werknemers wat 'n weekloon van meer as R35 ontvang: 75c.

Met dien verstande dat—

(a) in die geval van lede wat maandeliks betaal word, aftrekkings maandeliks gedoen kan word, en in daardie geval moet die werkgewer op elke betaaldag ná die inwerkingtreding van hierdie Ooreenkoms die toepassike weeklikse bedrae, met vier vermenigvuldig in die geval van 'n vierweekmaand en met vyf in die geval van 'n vyfweekmaand, van die loon van elke lid aftrek;

(b) waar 'n weekliks of maandeliks besoldigde lid meer as twee dae per week sonder besoldiging afwesig is, geen bydraes vir daardie week afgetrek mag word nie;

(b) die werkgewer moet die totale bedrag aldus van lede afgetrek, tesame met 'n gelyke bedrag wat die werkgewer moet bydra, aan die Sekretaris van die Raad stuur binne een week vanaf die datum waarop die aftrekkings moes geskied, tesame met 'n staat wat die name toon van die lede van wie se lone bedrae afgetrek is.

(4) Waar 'n werkgewer versuim om bydraes van sy lede se loon af te trek, mag hy nie agterstallige bydraes aftrek nie, maar moet hy hierdie bydraes self betaal.

(5) The funds of the Society shall be applied to the assistance of members with the services of a general medical practitioner, medicine on a doctor's prescription, and sick pay.

(6) The Society shall be administered by a Management Committee appointed by the Council in terms of its constitution and consisting of two representatives of the employer's organisation and two representatives of the trade union, in accordance with a constitution not inconsistent with this Agreement and approved of by the Council. The Council may in its discretion also establish subcommittees to assist in administering the business of the Society in any particular area, and appoint alternates for each of the said representatives who shall, when attending meetings in the absence of principals, have all the powers and privileges of representatives.

(7) The constitution of the Society may be amended at any time by the Council or by the Management Committee (subject to the approval of the Council). A copy of the constitution and any amendments thereof shall be lodged with the Secretary of the Council and with the Industrial Registrar, Pretoria. The constitution shall be available for inspection by any registered employer or employee in the Millinery Industry, at the office of the Council during ordinary office hours.

(8) Should a dispute arise at any time as to the provisions of the constitution or the administration of the Society in regard to which members of the Management Committee are equally divided and no agreement is arrived at, such dispute shall be referred for decision to an arbitrator agreed upon by them, or failing such agreement, to an arbitrator nominated by the Minister of Labour whose decision shall be final.

(9) The Council shall open a banking account for the Society in which all moneys received by the Society shall be deposited. Withdrawals from the Society's account shall be made by cheque, signed in the manner laid down in the Society's constitution but by not less than two officials.

(10) Notwithstanding the provisions of subclause (9) hereof, the Management Committee may decide to deposit all moneys received for the Society to the account of the Council. In that event, moneys required shall be paid out by cheques signed by the same signatories as those who sign the cheques of the Council. Separate accounts shall be kept in the Council's books for the Society.

(11) The Management Committee may invest any amount or amounts surplus to the Society's requirements: Provided that such building society or in National Savings Certificates or stock of amount or amounts shall be invested with a savings bank or the Government of the Republic of South Africa or local government stock or in such other manner as approved by the Registrar.

(12) All administrative and liquidation expenses shall be a charge upon the Society.

(13) A public accountant who shall be appointed by the Council and whose remuneration shall be determined by the Council and paid by the Society, shall audit the accounts of the Society at least once annually and, not later than 30 June in each year, prepare a statement showing—

(a) all moneys received—

- (i) in terms of subclause (3) hereof;
- (ii) from any other sources; and

(b) expenditure incurred under all headings during the 12 months ended 30 June preceding, together with a balance sheet showing the assets and liabilities of the Society as at that date. True copies of the audited statement and balance sheet, countersigned by the chairman of the Council, and of the auditor's report thereon, shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and the auditor's report shall as soon as possible but not later than three months after the close of the period covered thereby, be transmitted by the Council to the Registrar.

(14) Disbursements from the Society shall cease whenever the amount to the credit of the Society falls below R100 and shall not recommence until the amount in question increases above R200.

(15) All members of the Society shall be entitled to the following minimum benefits:

(a) In the case of a member who is not required to consult a panel doctor (hereinafter referred to as the "medical officer"), the services of and medicines prescribed by a general medical practitioner of his own choice on not more than seven occasions in any one calendar year: Provided that the Society shall not be liable in respect of that portion of the consultation fee which is in excess of that specified in the tariff of fees published in terms of the Medical Schemes Act, 1967;

(5) Die fondse van die Vereniging moet aangewend word om die dienste van 'n algemene mediese praktisyn, medisyne volgens 'n doktersvoorskrif en siekebesoldiging vir lede te verkry.

(6) Die Vereniging moet bestuur word deur 'n Bestuurskomitee wat die Raad ingevolge die konstitusie daarvan aanstel en wat bestaan uit twee verteenwoordigers van die werkgewers-organisasie en twee verteenwoordigers van die vakvereniging in ooreenstemming met 'n konstitusie wat nie met hierdie Ooreenkoms onbestaanbaar is nie en wat deur die Raad goedgekeur is. Die Raad kan na goedvinde ook subkomitees instel om te help om die sake van die Vereniging in 'n bepaalde gebied te administreer en plaasvervangers vir elk van genoemde verteenwoordigers aanstel, en sodanige plaasvervangers het al die bevoegdhede en voorregte van verteenwoordigers wanneer hulle vergaderings in die afwesigheid van prinsipale bywoon.

(7) Die konstitusie van die Vereniging kan te eniger tyd deur die Raad of die Bestuurskomitee (behoudens die Raad se goedkeuring) gewysig word, 'n Eksemplaar van die konstitusie en alle wysigings daarvan moet by die Sekretaris van die Raad en by die Nywerheidsregistrateur, Pretoria, ingedien word. Die konstitusie moet gedurende gewone kantoorure op die kantoor van die Raad ter insae beskikbaar wees vir enige geregistreerde werkgewer of werknemer in die Hoedenywerheid.

(8) As daar te eniger tyd 'n geskil ontstaan betreffende die bepalinge van die konstitusie of die administrasie van die Vereniging waarvoor die lede van die Bestuurskomitee gelykop verdeel is en daar tot geen ooreenkoms geraak kan word nie, moet sodanige geskil vir 'n beslissing verwys word, na 'n arbiter oor wie hulle ooreengekom het of as hulle nie aldus kan ooreenkom nie, na 'n arbiter wat deur die Minister van Arbeid benoem word, en sodanige arbiter se beslissing is finaal.

(9) Die Raad moet 'n bankrekening vir die Vereniging open waarin alle geld wat die Vereniging ontvang, gedeponeer moet word. Onttrekkings uit die Raad se rekening moet per tjek geskied, onderteken op die wyse in die Vereniging se konstitusie voorgeskryf en wel deur minstens twee beampptes.

(10) Ondanks subklousule (9) hiervan, kan die Bestuurskomitee besluit om alle geld wat vir die Vereniging ontvang word, in die Raad se rekening te stort. In daardie geval moet geld wat nodig is, per tjek onttrek word, onderteken deur dieselfde ondertekenaars wat die tjeks van die Raad onderteken. Afsonderlike rekenings vir die Vereniging moet in die Raad se boeke gehou word.

(11) Die Bestuurskomitee kan enige bedrag of bedrae wat te veel vir die Vereniging se behoeftes is, belê: Met dien verstande dat sodanige bedrag of bedrae belê moet word in 'n spaarbank of bouvereniging of in Nasionale Spaarsertifikate of effekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike besture of op 'n ander wyse wat die Registrateur goedkeur.

(12) Alle administrasie- en likwidasielaste kom ten laste van die Vereniging.

(13) 'n Openbare rekenmeester wat deur die Raad aangestel en wie se besoldiging deur die Raad vasgestel en deur die Vereniging betaal moet word, moet die rekenings van die Raad minstens een keer per jaar ouditeer, en voor of op 30 Junie elke jaar 'n staat opstel wat die volgende toon:

(a) Alle geld ontvang—

- (i) kragtens subklousule (3) hiervan;
- (ii) uit enige ander bron; en

(b) uitgawes onder alle hoofde aangegaan gedurende die 12 maande geëindig die voorafgaande 30 Junie, tesame met 'n balansstaat wat die bates en laste van die Vereniging op daardie datum toon. Ware afskrifte van die geouditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, en van die ouditeurs se verslag daaroor moet daarna op die kantoor van die Raad ter insae lê. Gewaarmerkte afskrifte van die staat, balansstaat en die ouditeur se verslag moet so gou as moontlik maar hoogstens drie maande ná die einde van die tydperk wat daardeur gedek word, deur die Raad aan die Registrateur gestuur word.

(14) Uitbetalings deur die Vereniging moet gestaak word wanneer die bedrag in die krediet van die Vereniging minder as R100 beloop en mag nie hervat word nie voordat die betrokke bedrag tot meer as R200 vermeerder het.

(15) Alle lede van die Vereniging is op die volgende minimum bystand geregtig:

(a) In die geval van 'n lid wat nie 'n paneeldokter (hierna die "mediese beamppte" genoem) hoef te raadpleeg nie, die dienste van 'n medisyne voorgeskryf deur 'n algemene mediese praktisyn van sy eie keuse by hoogstens sewe geleenthede in enige bepaalde kalenderjaar: Met dien verstande dat die Vereniging nie aanspreeklik is vir daardie gedeelte van die konsultasiegeld wat meer is as dié uiteengesit in die tarief van gelde gepubliseer ingevolge die Wet op Mediese Skemas, 1976, nie;

(b) in the case of a member other than a member referred to in paragraph (a), the services of and medicines prescribed by the medical officer of the Society: Provided that such member living outside the municipal area of Johannesburg may, in addition to the services of the medical officer, on not more than two occasions in any cycle of 12 months commencing on the date on which this Agreement comes into operation or on the date on which such member became a member of the Society, whichever is the latter, consult a general medical practitioner of his own choice: Provided further that the member shall in respect of such consultation produce a certificate from the general medical practitioner duly countersigned by the medical officer of the Society;

(c) if a member has made 52 weeks' or 12 months' contributions he shall be entitled to a grant of R4,20 towards the purchasing of spectacles prescribed by a medical officer of the Society, and a further R4,20 towards the cost of dentures: Provided that a member shall only be entitled to one grant in respect of each of these benefits during a period of five years;

(d) sick pay under the following conditions:

(i) Members must make 13 consecutive weeks' or three consecutive months' contributions to the Society before they are entitled to sick pay;

(ii) after an absence from work of not less than three working days due to illness and on the production of a certificate from a medical officer of the Society, showing the dates of absence owing to illness, a member shall be entitled to sick pay for a period of two weeks per annum; after two weeks' sick pay has been paid employees shall, subject to the provisions of subparagraph (iii), be paid for a further eight weeks on production of a medical certificate after an illness of five working days;

(iii) sick pay shall be paid on the following basis:

Ten working days on full pay; and thereafter half of the total wages lost provided the maximum amount paid shall not exceed R8 per week.

A member shall be entitled to and be paid sick pay for a period not exceeding eight weeks if less than 52 weeks' contributions to the Society have been made by the member and 10 weeks if 52 or more contributions have been made;

(iv) no sick pay shall be payable in respect of any period for which a member is in receipt of pay in terms of clause 13 (1) or clause 17 (5) of this Agreement or of any compensation in terms of the Workmen's Compensation Act, 1941, or of any payment in terms of clause 17 (3) of this Agreement.

(16) Throughout this clause "week" or "working week" shall mean—

(a) in the case of establishments where a five-day week is being worked, any period of five consecutive working days; and

(b) in the case of establishments where a six-day week is being worked, any period of six consecutive working days.

(17) The following restrictions shall apply to the payment of benefits:

(a) A member who becomes ill as a result of or by reason of misconduct, excessive drinking, addiction to drugs or by his own negligence, shall not be entitled to any benefits by reason of such illness, and the decision of the Management Committee as to whether a member is barred under this subclause from obtaining any particular benefits shall be final and binding on such member;

(b) a member who is required to consult the medical officer and who incurs costs by consulting medical officers or other practitioners not appointed by the Society, or who has prescriptions made up by chemists not appointed by the Society, or who has prescriptions made up which are not prescribed by a medical officer of the Society, shall have no claim upon the funds of the Society: Provided, however, that the Management Committee in its discretion may pay part of the entire costs so incurred;

(c) a member shall not be entitled to any benefits after absence from work due to illness, unemployment or other causes, for a period of three consecutive months, but this period may be extended at the discretion of the Management Committee. (For the purposes of this subclause, the expression "three consecutive months" shall mean any period of 13 consecutive weeks during which no contributions have been paid by the member in terms of subclause (2) hereof.);

(d) anaesthetics, obstetrics, major surgery, and treatment for venereal diseases are not included in the benefits provided by the Society, which shall not be responsible for costs incurred for any such services;

(e) the Society is not responsible for any hospital, nursing home or operation fees;

(f) the Society is not responsible for payment for conveyance by ambulance to hospital or nursing homes.

(b) in die geval van 'n ander lid as dié bedoel in paragraaf (a), die dienste van die medisyne voorgeskryf deur die mediese beampte van die Vereniging: Met dien verstande dat 'n lid wat buite die munisipale gebied van Johannesburg woon benewens die dienste van die mediese beampte, by hoogstens twee geleenthede in 'n tydkring van 12 maande wat begin op die datum waarop hierdie Ooreenkoms in werking tree of op die datum waarop sodanige lid van die Vereniging geword het, naamlik die jongste datum, 'n algemene mediese praktisyn van sy eie keuse kan raadpleeg: Voorts met dien verstande dat die lid ten opsigte van sodanige konsultasie 'n sertifikaat van die algemene mediese praktisyn wat behoorlik deur die mediese beampte van die Vereniging onderteken is, moet voorleë;

(c) as 'n lid 52 weke of 12 maande sy bydraes betaal het, is hy geregtig op 'n toelae van R4,20 vir die aankoop van 'n bril deur 'n mediese beampte van die Vereniging voorgeskryf; en 'n verdere R4,20 vir die koste van kunsgebitte: Met dien verstande dat 'n lid geregtig is op slegs een toelae vir elk van hierdie voordele gedurende 'n tydperk van vyf jaar;

(d) siekebesoldiging op die volgende voorwaardes:

(i) Lede moet 13 agtereenvolgende weke of drie agtereenvolgende maande se bydraes tot die Vereniging betaal voordat hulle op siekebesoldiging geregtig is;

(ii) na 'n afwesigheid van werk van minstens drie werkdade weens siekte en by voorlegging van 'n sertifikaat van 'n mediese beampte van die Vereniging wat die datums van afwesigheid weens siekte aantoon, is 'n lid op siekebesoldiging vir 'n tydperk van twee weke per jaar geregtig; nadat twee weke se siekebesoldiging betaal is, moet die werknemer, behoudens subparagraaf (iii), vir 'n verdere agt weke betaal word by voorlegging van 'n mediese sertifikaat na 'n siekte van vyf werkdade;

(iii) siekebesoldiging moet op die volgende voorwaardes geskied:

Tien werkdade met volle besoldiging; en daarna die helfte van die totale verlore loon mits die maksimum bedrag wat betaal word hoogstens R8 per week beloop.

'n Lid is geregtig op siekebesoldiging en dit moet hoogstens agt weke lank aan hom betaal word indien hy minder as 52 weke lank tot die Vereniging bygedra het, en 10 weke lank indien hy 52 weke of langer bygedra het;

(iv) geen siekebesoldiging is betaalbaar nie ten opsigte van 'n tydperk waarvoor 'n lid besoldiging ontvang kragtens klousule 13 (1) of klousule 17 (5) van hierdie Ooreenkoms of skadeloosstelling kragtens die Ongevallewet, 1941, of enige besoldiging kragtens klousule 17 (3) van hierdie Ooreenkoms.

(16) Oral in hierdie klousule beteken "week" of "werkweek"—

(a) in die geval van bedryfsinrigtings met 'n werkweek van vyf dae, 'n tydperk van vyf agtereenvolgende werkdade;

(b) in die geval van bedryfsinrigtings met 'n werkweek van ses dae, 'n tydperk van ses agtereenvolgende werkdade.

(17) Die volgende beperkings is op die betaling van bystand van toepassing:

(a) 'n Lid wat siek word as gevolg van wangedrag, drankmisbruik, verslawing aan dwelmiddels of sy eie nalatigheid, is nie op grond van sodanige siekte op enige bystand geregtig nie, en die beslissing van die Bestuurskomitee of 'n lid ingevolge hierdie subklousule belet moet word om 'n bepaalde vorm van bystand te verkry, is finaal en bindend vir sodanige lid;

(b) 'n lid wat die mediese beampte moet raadpleeg en wat koste aangaan deur mediese beamptes of ander praktisyns te raadpleeg wat nie deur die Vereniging aangestel is nie, of wat voorskrifte laat berei deur aptekers wat nie deur die Raad aangestel is nie, of wat voorskrifte laat berei wat nie deur 'n mediese beampte van die Vereniging voorgeskryf is nie, het geen aanspraak op die fondse van die Vereniging nie: Met dien verstande egter dat die Bestuurskomitee na sy goedvinde die koste aldus aangegaan, of 'n gedeelte daarvan, kan betaal;

(c) 'n lid is nie geregtig op bystand ná afwesigheid van werk weens siekte, werkloosheid of ander redes, van drie agtereenvolgende maande nie, maar hierdie tydperk kan na goedvinde van die Bestuurskomitee verleng word. (Vir die toepassing van hierdie klousule beteken "drie agtereenvolgende maande" enige tydperk van 13 agtereenvolgende weke waarin die lid geen bydraes ingevolge subklousule (2) hiervan betaal het nie.);

(d) narkotiseurs-, verloskundige, groot chirurgiese dienste en die behandeling van veneriese siektes is nie ingesluit by die bystand wat die Vereniging verskaf nie en die Vereniging is nie verantwoordelik vir koste wat vir sodanige dienste aangegaan word nie;

(e) die Vereniging is nie vir hospitaal-, verpleeginrigting- of operasiegelde verantwoordelik nie;

(f) die Vereniging is nie vir die betaling van vervoer per ambulans na 'n hospitaal of verpleeginrigting verantwoordelik nie.

(18) (a) The secretary of the Society shall issue a membership card to each member.

(b) The membership card shall be signed by the member to whom it is issued and must be produced whenever the services of the medical officers or other practitioners of the Society are required. The officers shall have the right to refuse to attend a member who fails to produce his membership card. A member who has made one contribution to the Society may obtain the services of the medical officers or other practitioners appointed by the Society and medicine, at the Society's expense, by obtaining written authority from the secretary, until such time as his membership card has been issued to him.

(19) (a) No person who has not previously been employed in the Industry or has not worked in the Industry during the 12 months preceding the first day of employment, shall be employed by any employer after the date of coming into operation of this Agreement, unless a certificate showing that such person had been X-rayed during the preceding 12 months and found to be free from T.B. has been obtained, either prior to engagement or within two weeks from the date of engagement.

(b) All employers shall, at the request of the secretary of the Society, allow their employees to take time off during their working hours to be X-rayed (whenever a mass X-ray is undertaken by the Society), and no deduction shall be made from the employee's wage for the time lost.

(c) It shall furthermore be a condition of employment that an employee shall, at the written request of the secretary of the Society, be X-rayed within a period of two weeks from the date of such request. Any employee who fails to comply with such request shall not be eligible for employment in the Millinery Industry and no employer shall employ such employee.

(20) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Society shall continue to be administered in terms of this constitution under the supervision of the Council, until it be either continued or its assets transferred to a fund constituted for the same or a similar purpose: Provided that in the event of this Agreement not being renewed or the Society not being transferred as set out above within 24 months of the expiry of this Agreement, the Society shall be liquidated as provided in subclause (22).

(21) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding, in terms of section 34 (2) of the Act, the Management Committee shall, subject to the approval of the Registrar in terms of the First proviso to the said section, continue to administer the Society and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Society 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 existence upon the expiry of this Agreement, the Society shall be liquidated by the Committee or trustees, as the case may be, in the manner set forth in subclause (22) of this clause, and if upon such expiry 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 34 (4) of the Act as if it formed part of the general funds of the Council.

(22) Upon liquidation of the Society in terms of subclause (20) of this clause, the moneys remaining to the credit of the Society after payment of all claims against the Society, including administration and liquidation expenses, shall be paid into the funds of the Council.

27. SLACK PAY FUND

(1) There is hereby continued the fund known as the Transvaal Millinery Industry Slack Pay Fund, established in terms of the Agreement published under Government Notice 241 of 15 February 1957 (hereinafter referred to as "the Fund"), the administration of which shall be vested in the Council, whose purpose shall be the payment of benefits to employees who lose earnings as a result of being put on short-time in terms of clause 7 of this Agreement.

(18) (a) Die sekretaris van die Vereniging moet 'n lidmaatskapkaart aan elke werknemer uitreik.

(b) Die lid aan wie die lidmaatskapkaart uitgereik is, moet dit onderteken en dit toon wanneer hy die dienste van die mediese beamptes of ander praktisyns van die Vereniging verlang. Die beamptes het die reg om te weier om 'n lid te behandel wat versuim om sy lidmaatskapkaart te toon. 'n Lid wat één bydrae aan die Vereniging betaal het, kan, deur die skriftelike magtiging van die sekretaris te verkry, die dienste van die mediese beamptes of ander praktisyns deur die Vereniging aangestel, asook medisyne, op koste van die Vereniging verkry tot tyd en wyl sy lidmaatskapkaart aan hom uitgereik word.

(19) (a) Niemand wat nie voorheen in die Nywerheid in diens was nie of wat nie gedurende die 12 maande vóór die eerste dag diens in die Nywerheid werksaam was nie, mag ná die datum van inwerkingtreding van hierdie Ooreenkoms deur 'n werkgever in diens geneem word nie, tensy daar óf voor indiensneming of binne twee weke vanaf die datum van indiensneming 'n sertifikaat verkry is waarin verklaar word dat sodanige persoon gedurende die voorafgaande 12 maande 'n X-straalondersoek ondergaan het en daar bevind is dat hy nie aan tuberkulose ly nie.

(b) Alle werkgevers moet op versoek van die sekretaris van die Vereniging hul werknemers toelaat om gedurende werkure tyd af te neem om 'n X-straalondersoek te ondergaan (wanneer die Vereniging 'n grootskaalse X-straalondersoek uitvoer), en geen bedrag mag van die werknemers se loon afgetrek word vir die tyd wat verlore gegaan het nie.

(c) Dit is voorts 'n voorwaarde van indiensneming dat 'n werknemer op skriftelike versoek van die sekretaris van die Vereniging 'n X-straalondersoek moet ondergaan binne twee weke vanaf die datum van sodanige versoek. 'n Werknemer wat versuim om aan sodanige versoek te voldoen, kom nie vir diens in die Hoedenywerheid in aanmerking nie en geen werkgever mag so 'n werknemer in diens neem nie.

(20) As hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede verval, moet die Vereniging voortgaan om ingevolge hierdie konstitusie onder toesig van die Raad geadministreer te word totdat dit of voortgesit óf sy bates oorgedra word na 'n fonds wat vir dieselfde of soortgelyke doel ingestel is: Met dien verstande dat ingeval hierdie Ooreenkoms nie hernieu word of die Vereniging nie binne 24 maande na die verstryking van hierdie Ooreenkoms oorgedra word soos hierbo uiteengesit nie, die Vereniging gelikwedeer moet word soos in subklousule (22) bepaal.

(21) As die Raad ontbind word of ophou funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee, behoudens die Registrateur se goedkeuring ingevolge die eerste voorbehoudsbepaling van genoemde artikel, voortgaan om die Vereniging te administreer, en die lede van die Komitee soos dit bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, moet geag word lede daarvan vir sodanige doeleindes te wees: Met dien verstande egter dat die Registrateur vakatures in die Komitee kan vul uit die geledele van werkgevers of werknemers in die Nywerheid, na gelang van die geval, ten einde gelyke verteenwoordiging van werkgevers en werknemers en van plaasvervangers in die ledetal van die Komitee te verseker. As sodanige Komitee onwillig is of nie in staat is om sy pligte na te kom nie of as daar 'n doele punt ontstaan wat die administrasie van die Vereniging na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee na te kom en sodanige trustee of trustees beskik oor al die bevoegdhede van die Komitee vir sodanige doel. Indien daar by die verstryking van hierdie Ooreenkoms nie 'n Raad bestaan nie, moet die Komitee of trustees, na gelang van die geval, die Vereniging likwedeer op die wyse in subklousule (22) van hierdie klousule uiteengesit, en as die sake van die Raad by sodanige verstryking alreeds gelikwedeer en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal asof dit deel van die algemene fondse van die Raad uitmaak.

(22) By likwidasie van die Vereniging ingevolge subklousule (20) van hierdie klousule, moet die geld waarmee die Vereniging gekrediteer is ná betaling van alle eise teen die Vereniging, met inbegrip van administrasie- en likwidasielaste, in die fondse van die Raad gestort word.

27. SLAPTEBESOLDIGINGSFONDS

(1) Hierby word die fonds voortgesit wat bekend staan as die Slaptebesoldigingsfonds van die Transvaalse Hoedenywerheid, ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing 241 van 15 Februarie 1957 (hierna die "Fonds" genoem), waarvan die administrasie by die Raad berus en waarvan die doel is om bystand te betaal aan werknemers wat verdienste verloor as gevolg van korttyd ingevolge klousule 7 van hierdie Ooreenkoms.

(2) The Fund shall be financed by—

- (a) contributions paid into the Fund in accordance with the provisions of this Agreement;
- (b) interest derived from the investment of any moneys of the Fund;
- (c) any other moneys to which the Fund may become entitled.

(3) On every pay-day after this Agreement comes into operation, every employer shall deduct from the wage of each of his employees for whom minimum wage rates are prescribed in this Agreement, the amount of 4c per week: Provided that—

- (i) in the case of employees who are paid monthly, deductions shall be made monthly and in that event the employer shall, on every pay-day after this Agreement comes into operation, deduct the amount of 16c per month;
- (ii) when an employee is absent from work without pay for more than two working days in any week, deductions of contributions shall not be made for that week. In the case of monthly paid employees, the prescribed deduction shall not be made in a month during which the employee is absent from work without pay for more than eight working days.

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

(5) Where an employer has failed to deduct contributions from members, he shall not be permitted to deduct arrear contributions, but shall make good these contributions himself.

(6) All moneys received by the Fund, shall be deposited in a banking account opened in the name of the Fund. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the Fund shall be by cheque signed by such persons as may, from time to time, be authorised by the Council. All moneys not required to meet current payments shall be invested in any manner which is in accordance with section 21 (3) of the Industrial Conciliation Act of 1956.

(7) A public accountant who shall be appointed by the Council and whose remuneration shall be determined by the Council and paid by the Fund, shall audit the accounts of the Fund at least once annually and, not later than 30 June in each year, prepare a statement showing—

(a) all moneys received in terms of subclause (2) hereof;

(b) expenditure incurred under all headings during the 12 months ended 30 June preceding, together with a balance sheet showing the assets and liabilities of the Fund, as at that date. True copies of the audited statement and balance sheet countersigned by the chairman of the Council and of the auditor's report thereon, shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and the auditor's report shall, as soon as possible, but not later than three months after the close of the period covered thereby, be transmitted by the Council to the Registrar, Pretoria, the employers' organisation and the trade union.

(8) (a) Whenever short-time is introduced in a factory the employer shall forward to the Secretary of the Council, P.O. Box 4866, Johannesburg, a statement in the form of Annexure B.

(b) The following benefits shall be paid to any employee who has been placed on short-time for five completed working days falling within a period of three months, calculated from the first completed working day of short-time:

Half of the total weekly wage:

Provided that—

- (i) the maximum amount paid shall not be more than R20;
- (ii) no employee shall be paid in respect of more than 30 days of short-time falling within any calendar year.

(9) 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 Council until it be either continued or its assets transferred to any other fund or funds established for the sole benefit of employees in the Industry of the classes covered by this Agreement: Provided that in the event of this Agreement not being renewed, or the Fund not being transferred as set out above within 24 months of the expiry of this Agreement, the Society shall be liquidated as provided in clause 26 (22).

(10) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the provisions of clause 26 (21) and (22) of this Agreement shall, *mutatis mutandis*, apply.

(11) Disbursements from the Fund shall cease whenever the amount to the credit of the Fund falls below R100 and shall not recommence until the amount in question increases above R200.

(2) Die Fonds word gefinansier deur—

- (a) bydraes tot die Fonds in ooreenstemming met die bepalinge van hierdie Ooreenkoms;
- (b) rente op die belegging van geld van die Fonds;
- (c) enige ander geld waarop die Fonds geregtig word.

(3) Op elke betaaldag na die inwerkingtreding van hierdie Ooreenkoms moet elke werkgewer 4c per week aftrek van die loon van elk van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat—

(i) in die geval van werknemers wat maandeliks betaal word, aftrekkings maandeliks moet geskied en in daardie geval moet die werkgewer op elke betaaldag na die inwerkingtreding van hierdie Ooreenkoms 16c per maand aftrek;

(ii) waar 'n werknemer meer as twee werkdade in 'n bepaalde week sonder besoldiging van sy werk afwesig is, geen bydrae vir daardie week afgetrek mag word nie. In die geval van maandeliks besoldigde werknemers moet die voorgeskrewe aftrekking nie gedoen word in 'n maand waarin die werknemer meer as agt werkdade sonder besoldiging van sy werk afwesig is nie.

(4) Die werkgewer moet die totale bedrae aldus van werknemer aftrek, tesame met 'n gelyke bedrag wat hy self moet bydra, binne een week na die datum waarop die aftrekkings moes geskied, aan die Sekretaris van die Raad stuur, tesame met 'n staat wat name toon van die werknemers van wie se lone die bedrae afgetrek is.

(5) Waar 'n werkgewer versuim het om bydraes van lede af te trek, mag hy nie agterstallige bydraes aftrek nie, maar moet hy hierdie bydraes self betaal.

(6) Alle geld wat die Fonds ontvang, moet gestort word in 'n bankrekening wat op naam van die Fonds geopen moet word. 'n Amptelike kwitansie moet uitgereik word vir alle geld deur die Fonds ontvang, en onttrekkings uit die Fonds moet per tjek geskied onderteken deur dié persone wat die Raad van tyd tot tyd daartoe magtig. Alle geld wat nie vir lopende uitgawes nodig is nie, moet op enige wyse in ooreenstemming met artikel 21 (3) van die Wet op Nywerheidsversoenig, 1956, belê word.

(7) 'n Openbare rekenmeester wat deur die Raad aangestel en wie se besoldiging deur die Raad vasgestel en deur die Fonds betaal moet word, moet die rekeninge van die Fonds minstens een keer per jaar ouditeer en voor of op 30 Junie elke jaar 'n staat opstel wat die volgende toon:

(a) Alle geld ontvang kragtens subklousule (2) hiervan;

(b) uitgawes onder alle hoofde aangegaan gedurende die 12 maande geëindig die voorafgaande 30 Junie, tesame met 'n balansstaat wat die bates en laste van die Fonds soos op daardie datum toon. Ware afskrifte van die geouditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, en van die ouditeur se verslag daaroor moet daarna op die kantoor van die Raad ter insae lê. Gewaarmerkte afskrifte van die staat, balansstaat en die ouditeur se verslag moet so gou moontlik, maar hoogstens drie maande ná die einde van die tydperk wat daardeur gedek word, deur die Raad aan die Registrateur, Pretoria, die werkgewersorganisasie en die vakvereniging gestuur word.

(8) (a) Waar korttyd in 'n fabriek ingevoer word, moet die werkgewer 'n verklaring in die vorm van Aanhangsel B aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, stuur.

(b) Onderstaande bystand moet betaal word aan 'n werknemer wat korttyd werk vir vyf volle werkdade wat binne 'n tydperk van drie maande val, bereken met ingang van die eerste volle werkdag wat hy korttyd werk:

Die helfte van die totale weekloon:

Met dien verstande dat—

- (i) die maksimum bedrag wat betaal word hoogstens R20 per week is;
- (ii) geen werknemer vir meer as 30 dae korttyd in een enkele kalenderjaar betaal mag word nie.

(9) As hierdie Ooreenkoms weens verloop van tyd verstryk of om enige ander rede verval, moet die Raad voortgaan om die Fonds te administreer totdat dit of voortgesit of sy bates oorgedra word na 'n ander fonds of fondse gestig tot die uitsluitlike voordeel van werknemers in die Nywerheid in die klasse deur hierdie Ooreenkoms gedek: Met dien verstande dat ingeval hierdie Ooreenkoms nie hiernieu word nie of die Fonds nie binne 24 maande na die verstryking van hierdie Ooreenkoms oorgedra word soos hierbo uiteengesit nie, die Vereniging gelikwedeer moet word soos in klousule 26 (22) bepaal.

(10) As die Raad ontbind word of ophou funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van hierdie Wet bindend is, is klousule 26 (21) en (22) van hierdie Ooreenkoms *mutatis mutandis* van toepassing.

(11) Uitbetalings deur die Fonds moet gestaak word wanneer die bedrag in die krediet van die Fonds minder as R100 beloop en mag nie hervat word nie voordat die betrokke bedrag tot meer as R200 vermeerder het.

28. PROVIDENT FUND

(1) There is hereby continued the fund known as the Transvaal Millinery Industry Provident Fund, hereinafter referred to as "the Fund", the administration of which shall be vested in the Industrial Council for the Millinery Industry (Transvaal).

The Fund shall consist of—

- (a) contributions paid into the Fund, in accordance with the provisions of this Agreement;
- (b) interest derived from the investment of any moneys of the Fund;
- (c) any other sums to which the Fund may become entitled;
- (d) all amounts standing to the credit in the bank account and investments of the Savings Fund, operated prior to the establishment of the Provident Fund.

(2) The objects of the Fund shall be—

- (a) to provide a measure of financial security in old age or infirmity for workers in the Industry;
- (b) to encourage long service in the Industry.

(3) *Membership.*—The membership of the fund shall consist of all employees for whom minimum wages are prescribed in clause 4 of this Agreement.

(4) Membership of the Fund shall commence with the deduction of the first contribution to the Fund from each worker. Membership shall be automatic for such period as a worker remains in the employment of any member covered by this Agreement. No formal application shall be necessary.

(5) *Administration.*—(a) The Fund shall be administered by a Management Committee consisting of two representatives of the Union and two representatives of the Association from amongst the principals on the Industrial Council, and appointed by the Council. The remaining members of the Council shall be alternates for their respective sides, and in the absence of representatives shall exercise all the powers of representatives, including the right to vote.

(b) The Committee shall hold office for a period of one year, or until the first meeting of the Council in each calendar year, whichever period is the shorter.

(c) The Committee may appoint a secretary, but until further notice the Secretary of the Council shall act as Secretary of the Provident Fund.

(d) The secretary shall keep proper records of the affairs of the Fund, including the books of account, minutes of committee meetings and a register of members.

(e) For the purpose of identification, each member shall be allocated a number by the Transvaal Millinery Industry Medical Benefit Society, and production of the Medical Benefit Card shall be deemed to be sufficient proof of identity.

(f) All decisions of the Management Committee shall be final and binding on the members.

(g) Statements shall be sent to all members once a year giving the total to their credit in the Fund.

(6) *Control and investment of funds.*—(a) All moneys received shall be deposited in the name of the Fund at such bank as may be determined by the Committee: Provided that where contributions are received by cheque made payable to the Council, such cheques may be receipted and deposited in the name of the Council. The total of such amounts shall be determined from time to time and paid into the account of the Provident Fund.

(b) Payments from the fund shall be made by cheque which shall be signed by either the Chairman or Vice-Chairman and countersigned by the Secretary: Provided that payments of up to R2 may be made in cash to meet current expenses arising from the administration of the Fund.

(c) Moneys in the Fund surplus to its requirements for expenses shall not be invested otherwise than in—

- (i) Stock of the Government of the Republic of South Africa;
- (ii) National Savings Certificates;
- (iii) Post Office Savings Accounts or Certificates;
- (iv) savings accounts, permanent shares or fixed deposits in building societies or banks;

or any other manner approved by the Industrial Registrar.

(d) A copy of the rules of the Fund and any amendments thereof shall be available for inspection by any employer or contributor, at the office of the Secretary, during ordinary office hours. A copy of such rules and any amendments thereof shall be furnished to the Secretary for Inland Revenue and the Secretary for Labour, Pretoria.

(e) The Council shall appoint a public accountant or public accountants whose remuneration shall be paid out of the Fund. The Fund's accounts shall be audited annually for the annual periods ending 30 June. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial

28. VOORSORGFONDS

(1) Hierby word die Fonds voortgesit wat bekend staan as die Voorsorgfonds van die Transvaalse Hoedenywerheid (hierna die "Fonds" genoem), waarvan die Administrasie by die Nywerheidsraad vir die Hoedenywerheid (Transvaal) berus.

Die Fonds bestaan uit—

- (a) bydraes tot die Fonds ooreenkomstig hierdie Ooreenkoms;
- (b) rente op die belegging van geld van die Fonds;
- (c) alle ander bedrae waarop die Fonds geregtig word;
- (d) alle bedrae in die kredit van die bankrekening asook beleggings van die Spaarfonds, wat voor die instelling van die Voorsorgfonds in werking was.

(2) Die doel met die Fonds is om—

- (a) 'n mate van finansiële sekuriteit aan werkers in die Nywerheid te verskaf wanneer hulle oud of swak is;
- (b) lang diens in die Nywerheid aan te moedig.

(3) *Lidmaatskap.*—Die lede van die Fonds is alle werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word.

(4) *Lidmaatskap* van die Fonds begin wanneer die eerste bydrae tot die Fonds van elke werker afgetrek word. *Lidmaatskap* is outomaties vir solank 'n werknemer in diens bly by 'n lid wat deur hierdie ooreenkoms gedek word. Geen formele aansoek is nodig nie.

(5) *Administrasie.*—(a) Die Fonds word geadminestreer deur 'n Bestuurskomitee bestaande uit twee verteenwoordigers van die vakvereniging en twee verteenwoordigers van die werkgewers-organisasie wat uit die geldere van die prinsipale in die Nywerheidsraad deur die Raad aangestel word. Die oorblywende lede van die Raad is plaasvervangers vir hul onderskeie partye en wanneer die verteenwoordigers afwesig is, moet sodanige plaasvervangers al die bevoegdhede van die verteenwoordigers uitoefen, met inbegrip van die reg om te stem.

(b) Die Komitee beklee sy amp vir 'n tydperk van een jaar of tot die eerste vergadering van die Raad in elke kalenderjaar, naamlik vir die kortste tydperk.

(c) Die Komitee kan 'n sekretaris aanstel, maar die Sekretaris van die Raad moet tot nadere kennisgewing as sekretaris van die Voorsorgfonds optree.

(d) Die sekretaris moet juiste rekords van die sake van die Fonds hou, met inbegrip van rekeningboeke, notule van komiteevergaderings en 'n register van lede.

(e) Vir doeleindes van identifikasie moet die Mediese Bystandsvereniging van die Transvaalse Hoedenywerheid aan elke lid 'n nommer toewys, en vertoning van die lidmaatskapkaart word gegag afdoende bewys van identiteit te wees.

(f) Alle beslissings van die Bestuurskomitee is finaal en bindend vir die lede.

(g) State moet een keer per jaar aan alle lede gestuur word waarin die totale bedrag vermeld word waarmee hulle in die Fonds gekrediteer is.

(6) *Beheer en belegging van fondse.*—(a) Alle geld wat ontvang word, moet op naam van die Fonds gedeponeer word in 'n bank wat die Komitee aanwys: Met dien verstande dat waar bydraes per tjek, betaalbaar aan die Raad, ontvang word, sodanige tjeks op naam van die Raad gekwiteer en gedeponeer kan word. Die totaal van sodanige bydraes moet van tyd tot tyd bereken en in die rekening van die Voorsorgfonds inbetaal word.

(b) Betalings uit die Fonds moet per tjek geskied, wat onderteken moet word deur of die Voorsitter of die Ondervoorsitter en medeonderteken moet word deur die Sekretaris: Met dien verstande dat betalings van tot R2 in kontant gedoen kan word om lopende uitgawes te bestry wat uit die administrasie van die Fonds voortspruit.

(c) Geld in die Fonds wat nie vir uitgawes nodig is nie, kan belê word, maar slegs in—

- (i) effekte van die Regering van die Republiek van Suid-Afrika;
- (ii) Nasionale Spaarsertifikate;
- (iii) Posspaarbankrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke;

of op enige ander wyse wat die Nywerheidsregistrator goedgekeur.

(d) 'n Eksemplaar van die reëls van die Fonds en alle wysigings daarvan moet gedurende gewone kantoorure op die kantoor van die Sekretaris ter insae beskikbaar wees vir enige werkgewer of bydraer. 'n Eksemplaar van sodanige reëls en alle wysigings daarvan moet aan die Sekretaris van Binnelandse Inkomste en die Sekretaris van Arbeid, Pretoria, gestuur word.

(e) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel wie se besoldiging uit die Fonds betaal moet word. Die Fonds se rekenings moet jaarliks vir die jaarlikse tydperke eindigende 30 Junie geouditeer word. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Nywerheidsraad ter

Council and copies thereof shall be transmitted to the Registrar, Pretoria, within three months of receipt thereof, the Transvaal Headwear Manufacturers' Association and the Garment Workers' Union of South Africa.

(f) The financial year of the Fund shall end on 30 June.

(7) *Contributions to the Fund.*—Every employer in the Industry shall deduct each week 50c from the wage of each of his employees: Provided that newcomers to the Industry shall have no deductions from their wages for the first six months in the Millinery Industry; thereafter the deductions to the Fund shall be as stated above.

(a) To this amount the employer shall contribute an amount of 15c for every employee from whom deductions were made. The moneys so deducted shall be forwarded to the Secretary of the Industrial Council weekly, together with a list of the members from whose wages deductions were made.

(b) A record of the contributions made by and on behalf of each member shall be kept by the Secretary of the Industrial Council at all times.

(c) The lists submitted by the employers shall be deemed to be conclusive proof of payment or non-payment of contributions.

(8) *Withdrawals by members.*—(a) An employee who at any time leaves the Industry after having served less than three years, shall be entitled to his own contributions, plus interest as stated in subclause (13).

(b) Members who leave the Industry after three years' service shall be entitled to their own contributions plus interest determined in terms of subclause (13) of this clause, plus the benefit of contributions made by the employers on the following basis:

Completed years of service	Per cent
3	10
4	20
5	30
6	40
7	50
8	60
9	70
10	100

(c) Thereafter, members who leave the Industry and who withdraw all benefits standing to their credit from the Fund, shall, if they are again employed in the Industry, be deemed to be new members without previous service in the Industry: Provided that a member who is unemployed or who leaves the Industry with the express intention of returning at a future date and who does not withdraw all benefits standing to his credit from the Fund, shall on resuming work within a period of six months of termination, be deemed to have had unbroken service.

(d) The members shall have the right to borrow an amount of up to one-third of their own contributions: Provided that after one loan has been granted, no successive loans shall be granted until the first loan is repaid: Provided, further, that any money borrowed and still owing when the member leaves the Industry shall be deducted from the benefits due to him in terms of paragraphs (a), (b) and (c) hereof.

(e) Members are obliged to inform the secretary in writing of any change of address. Any member who fails to apply for the money to which he is entitled, within one year of leaving the Industry, or who during the same period fails to respond to advices sent to his last known address by registered post, shall forfeit the employer's share of his provident fund: Provided that such members may apply to the Committee for consideration of his case and that the Committee may decide for good and sufficient reason to pay the moneys which would have been due to the member had his application been made timeously.

(f) Members on joining the Fund, shall inform the secretary in writing of the person or persons to whom moneys due shall be paid in the event of the death of the member, and such moneys shall be payable on receipt by the secretary of required proof within two years that a member has deceased.

(g) A member shall give the secretary three months' notice in writing of his intention to withdraw the moneys due to him and such notice may be given only on leaving the Industry.

(9) *Additional benefits.*—The Council may from time to time increase the benefits stated in this Agreement by declaration of a bonus in the light of improvement in the finances of the Fund through—

(a) accrual of interest;

(b) contributors leaving the Industry before qualifying for the full 100 per cent of the employers' contribution:

Provided that any such bonus shall be determined only after an investigation by a public accountant into the assets and liabilities of the Fund: Provided further that such bonus shall

insae lê en eksimplare daarvan moet binne drie maande nadat hulle ontvang is, gestuur word aan die Registrateur, Pretoria, die Transvaal Headwear Manufacturers' Association en die Garment Workers' Union of South Africa.

(f) Die boekjaar van die Fonds eindig op 30 Junie.

(7) *Bydraes tot die Fonds.*—Elke werkgever in die Nywerheid moet elke week 50c aftrek van die loon van elkeen van sy werknemers: Met dien verstande dat geen bedrag van nuwelinge in die Nywerheid se lone vir die eerste ses maande in die Hoedenywerheid afgetrek mag word nie; daarna moet die bedrae hierbo vermeld vir die Fonds afgetrek word.

(a) Die werkgever moet 15c by hierdie bedrag voeg vir elke werknemer van wie se loon aftrekkings gedoen is. Die geld aldus afgetrek, moet weekliks aan die Sekretaris van die Nywerheidsraad gestuur word, tesame met 'n lys van die lede van wie se lone aftrekkings gedoen is.

(b) Die Sekretaris van die Nywerheidsraad moet te alle tye aantekening hou van die bydraes wat deur en namens elke lid betaal is.

(c) Die lys wat die werkgevers instuur, word geag afdoende bewys van betaling of nie-betaling van bydraes te wees.

(8) *Onttrekkings deur lede.*—(a) 'n Werknemer wat te eniger tyd die Nywerheid verlaat na minder as drie jaar diens, is geregtig op sy eie bydraes, plus rente soos in subklousule (13) gemeld.

(b) Lede wat die Nywerheid na drie jaar diens verlaat, is geregtig op hul eie bydraes, plus rente ooreenkomstig subklousule (13) van hierdie klousule bereken, plus die voordeel van bydraes wat die werkgevers op die volgende grondslag betaal:

Voltooide jare diens	Persent
3	10
4	20
5	30
6	40
7	50
8	60
9	70
10	100

(c) Lede wat daarna die Nywerheid verlaat en alle geld wat in hul krediet staan uit die Fonds trek, word geag nuwe lede sonder vorige diens in die Nywerheid te wees as hulle weer by die Nywerheid in diens tree: Met dien verstande dat 'n lid wat werkloos is of die Nywerheid verlaat met die uitdruklike doel om in die toekoms terug te keer en wat nie alle geld wat in sy krediet staan uit die Fonds trek nie, geag moet word ononderbroke diens te hê as hy binne ses maande vanaf diensbeëindiging weer begin werk.

(d) Die lede het die reg om 'n bedrag van tot 'n derde van hul eie bydraes te leen: Met dien verstande dat as een lening toegestaan is, geen daarop volgende lenings toegestaan mag word totdat die eerste lening terugbetaal is nie: Voorts met dien verstande dat alle geleende geld nog verskuldig wanneer die lid die Nywerheid verlaat, afgetrek moet word van die bystand wat kragtens paragrawe (a), (b) en (c) hiervan aan hom verskuldig is.

(e) Lede moet die sekretaris skriftelik van alle adresveranderinge in kennis stel. 'n Lid wat versuim om binne een jaar nadat hy die Nywerheid verlaat het, aansoek te doen om die geld waarop hy geregtig is, of wat gedurende dieselfde tydperk versuim om te reageer op kennisgewings wat per geregistreerde pos aan sy laaste bekende adres gestuur is, verbeur die werkgever se deel van sy voorsorgfonds: Met dien verstande dat so 'n lid by die Komitee om oorweging van sy saak aansoek kan doen en dat die Komitee om 'n afdoende rede kan besluit om die geld te betaal wat aan 'n lid verskuldig sou gewees het as hy betyds aansoek sou gedoen het.

(f) Wanneer hulle by die Fonds aansluit, moet lede die Sekretaris skriftelik in kennis stel van die persoon of persone aan wie geld wat verskuldig is, betaal moet word as die lid te sterwe kom, en die Sekretaris moet sodanige geld betaal by ontvangs van die nodige bewys binne twee jaar nadat die lid gesterf het.

(g) 'n Lid moet die Sekretaris drie maande skriftelike kennis gee van sy voorneme om die geld te trek wat aan hom verskuldig is en sodanige kennis mag selgs gegee word wanneer hy die Nywerheid verlaat.

(9) *Bykomende bystand.*—Die Raad kan van tyd tot tyd die bystand vermeerder wat in hierdie Ooreenkomstig vermeld word word deur 'n bonus te verklaar gelet op die verbetering van die geldelike toestand van die Fonds as gevolg van—

(a) die oploop van rente;

(b) bydraers wat die Nywerheid verlaat voordat hulle vir die volle 100 persent van die werkgevers se bydrae in aanmerking kom:

Met dien verstande dat sodanige bonus bepaal moet word slegs na 'n ondersoek deur 'n openbare rekemeester na die bates en laste van die Fonds: Voorts met dien verstande dat sodanige

not be in excess of any amount recommended by such accountant. Any such bonus shall be credited to the contributor's account, and shall be payable to such contributor at the same time as and in addition to the benefits prescribed in clause 8 of this Agreement.

(10) *Special or death benefit.*—At the discretion of the Committee, a special or death benefit amounting to not less than R50 may be paid to a contributor who—

(a) has made at least 26 contributions during the period of 12 months immediately preceding his or her death where such contributions have not been withdrawn. This benefit shall, at the discretion of the Management Committee, be paid over to the estate or to beneficiaries or any person defraying funeral expenses of the said contributor;

(b) has had 10 years' membership of the Fund and who is booked off permanently unfit by any doctor accepted by the Medical Benefit Society. The eligible contributor shall be entitled to this benefit on leaving the Industry.

(11) *Expenses.*—The expenses of the Fund shall be paid as far as possible from the interest received on investments. Should expenditure exceed the amount so earned, the shortfall may be a charge on any moneys collected from any sums not claimed after three years.

(12) (a) *Forfeit.*—In the event of an amount standing to the credit of a member being less than R2, and the member, after having been notified at his last known address, has made no claim within a period of three years, this member shall then forfeit the amount. However, should a member supply the Committee at a later date with a reasonable excuse, in the Committee's opinion, as to why no claim had been made prior to that date, this amount may then be paid to the member.

(b) If any benefits due to a member, other than those referred to in (a) above, are not claimed within five years from the due date thereof, the Management Committee shall, within three months of the expiry of the said period of five years cause a notice to be published in two successive issues of two newspapers circulating in the Transvaal, one of which shall be a newspaper circulating in the town in which the member to whom the benefit is due was normally resident at the time such benefit became due, stating that a list of all persons who have not claimed their benefits within the period of five years stated above, is available for inspection at the offices of the Council and of the trade union which is a party to the Agreement, and calling upon all interested persons to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds on which such claims are made. Such claims shall be met in accordance with the provisions of subclause 8 (a), (b) and (c). Provided that the Management Committee may, if it deems fit, deduct the cost of advertising. In the event of no claim being made by or on behalf of the person whose name appears on the list, any benefits due to him shall be forfeited to the Fund: Provided that the Management Committee may at its discretion authorise the payment of benefits in the event of a claim being made after the benefits have been forfeited to the Fund.

(13) *Interest.*—In addition to the refund of a contributor's own contributions and the payment of such benefits as may have accrued to him in terms of subclauses (8) and (9), a contributor shall be entitled to interest, the rate of which shall be determined by the Management Committee, but which shall be not less than the rate paid by the post office open savings account: Provided that—

(i) no interest shall be payable to a contributor before at least one full year has expired from the date of the first contribution;

(ii) interest shall not be payable for any odd period of less than three months;

(iii) interest shall be payable on completed rands only;

(iv) contributors shall be paid interest on their own contributions only;

(v) the interest accruing to contributors shall be credited to the contributors' accounts and paid to them together with refund of contributions and any other benefits which may be due.

(14) *Dissolution of the Fund.*—(1) In the event of the expiry of this Agreement or any renewal thereof and a subsequent agreement for the continuation of the Fund not being negotiated within a period of 24 months from the date of such expiry or

bonus nie 'n bedrag te bowe mag gaan wat deur so 'n rekenmeester aanbeveel is nie. Sodanige bonus moet in die krediet van die bydraer se rekening geplaas word en is gelyktydig met en benewens die bystand wat by klousule 8 van hierdie Ooreenkoms voorgeskryf is aan sodanige bydraer betaalbaar.

(10) *Spesiale of sterftebystand.*—Spesiale of sterftebystand wat minstens R50 beloop, kan na goedgevonden van die Komitee betaal word aan 'n bydraer wat—

(a) minstens 26 bydraes betaal het gedurende die tydperk van 12 maande wat sy of haar dood onmiddellik voorafgegaan het, waar sodanige bydraes nie onttrek is nie. Na goedgevonden van die Bestuurskomitee moet hierdie bystand betaal word aan die boedel of aan die bevoordeeldes of aan enigeen wat die begrafniskoste van sodanige bydraer betaal;

(b) 10 jaar lid van die Fonds is en wat deur 'n mediese praktisyn, wat deur die Mediese Bystandvereniging aanvaar is, as permanent ongeskik om te werk verklaar is. Die bydraer wat hiervoor in aanmerking kom, is op hierdie bystand geregtig wanneer hy die Nywerheid verlaat.

(11) *Uitgawes.*—Die uitgawes van die Fonds moet sover moontlik uit die rente op beleggings betaal word. As die uitgawes die bedrag aldus verdien, te bowe gaan, kan die tekort aangevul word uit geld versamel uit bedrae wat nie na drie jaar opgeëis is nie.

(12) (a) *Verbeurings.*—As die bedrag wat in die krediet van 'n lid staan, minder as R2 is, en die lid, nadat hy by sy jongste bekende adres daarvan in kennis gestel is, geen eis binne 'n tydperk van drie jaar ingestel het nie, verbeur hierdie lid die bedrag. As 'n lid egter later 'n verduideliking aan die Komitee verstrek, wat volgens die Komitee se mening redelik is, waarom geen eis voor daardie datum ingedien is nie, kan hierdie bedrag aan die lid betaal word.

(b) Indien bystand wat aan 'n lid betaalbaar is, uitgesonderd dié in paragraaf (a) hierbo genoem, nie opgeëis word binne vyf jaar vanaf die datum waarop die verskuldig geword het nie, moet die Bestuurskomitee binne drie maande na verstryking van genoemde tydperk van vyf jaar 'n kennisgewing laat publiseer in twee agtereenvolgende uitgawes van twee nuusblaaie wat in Transvaal in omloop is, waarvan een 'n nuusblad moet wees wat in omloop is in die dorp waarin die lid aan wie die bystand verskuldig is gewoonlik woonagtig was to sodanige bystand verskuldig geword het en waarin bekend gemaak word dat 'n lys van alle persone wat nie hul bystand binne die tydperk van vyf jaar hierbo genoem opgeëis het nie, op die kantoor van die Raad en van die vakvereniging wat 'n party by hierdie Ooreenkoms is, ter insae lê, en waarin alle belanghebbende persone versoek word om binne 'n tydperk van drie maande vanaf die laaste verskyning van die advertensie eise vir sodanige bystand in te dien en om volledige besonderhede te verstrek van die gronde waarop sodanige eise ingestel word. Sodanige eise moet betaal word ooreenkomstig subklousule (8) (a), (b) en (c): Met dien verstande dat die Bestuurskomitee die advertensiekoste na goedgevonden kan aftrek. Indien geen eis ingestel word deur of ten behoeve van die persoon wie se naam op die lys voorkom nie, word alle bystand wat aan hom verskuldig is aan die Fonds verbeur: Met dien verstande dat die Bestuurskomitee na sy goedgevonden magtiging kan verleen vir die betaling van bystand ingeval 'n eis ingedien word nadat die bystand aan die Fonds verbeur is.

(13) *Rente.*—Benewens die terugbetaling van 'n bydraer se eie bydraes en die betaling van die bystand wat hom kragtens subklousules (8) en (9) toekom, is 'n bydraer geregtig op rente waarvan die koers deur die Bestuurskomitee vasgestel moet word, maar dit mag nie minder wees as die koers wat deur die Poskantoorpaarrekenings betaal word nie: Met dien verstande dat—

(i) geen rente aan 'n bydraer betaalbaar is voordat minstens een volle jaar vanaf die datum van die eerste bydrae verloop het nie;

(ii) rente nie vir enige losstaande tydperk van minder as drie maande betaalbaar is nie;

(iii) rente slegs op volle rande betaalbaar is;

(iv) bydraers rente slegs op hul eie bydraes betaal word;

(v) die rente wat bydraers toekom in die bydraers se rekenings gestort moet word en aan hulle betaal moet word, tesame met terugbetaling van bydraes en enige ander bystand wat verskuldig is.

(14) *Ontbinding van die Fonds.*—(1) As hierdie Ooreenkoms of 'n hernuwing daarvan verstryk en 'n daaropvolgende ooreenkoms wat bepaal dat die Fonds voortgezet word, nie binne 'n tydperk van 24 maande vanaf die datum van sodanige verstryking aangegaan word nie, of die Raad nie die Fonds binne

the Fund not being transferred by the Council within such period to any other fund constituted for the same or a similar purpose as that for which the original Fund was created, the Fund shall be liquidated as though all members had left the Industry. The Fund shall during the said period of 24 months or until such time as it is transferred to any other Fund referred to above, be administered by the Management Committee.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee, and such trustee shall possess all the powers of the Committee for such purpose. If there is no Council in existence upon the expiry of this Agreement, the Fund shall be liquidated by the Committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, in the manner set forth in subclause (3) of this clause, and if upon expiry 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 34 (4) of the Act as if it formed part of the general funds of the Council.

(3) Upon liquidation of the Fund in terms of subclause (1) of this clause, the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

29. EMPLOYMENT OF TRADE UNION LABOUR

No member of the employers' organisation shall employ an employee unless such employee is a member of the trade union and no member of the trade union shall work for an employer who is not a member of the employers' organisation: Provided that a member of the employers' organisation may employ an employee who is not eligible for membership of the trade union: Provided further that—

(i) 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 trade union;

(ii) notwithstanding the rights of an employer in terms of section 51 (10) of the Act, an employer who is or will be adversely affected by a refusal of membership of the employers' organisation 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;

(iii) 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.

30. RECOGNITION OF THE TRADE UNION

(1) Every employer shall permit any official or member of the trade union, duly authorised thereto in writing, to enter his establishment from time to time, during the lunch interval, for the purpose of—

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

(2) The official or member so authorised shall notify the employer or his representative of his or her intention to visit the establishment.

31. AGENTS

The Council may from time to time appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of employers and

sodanige tydperk na 'n ander fonds oordra wat gestig is vir dieselfde of 'n dergelike doel as dié waarvoor die oorspronklike Fonds ingestel is nie, moet die Fonds gelikwider word asof al die lede die Nywerheid verlaat het. Die Fonds moet gedurende genoemde tydperk van 24 maande of tot tyd en wyl dit na 'n ander fonds soos hierbo vermeld, oorgedra word, deur die Bestuurskomitee geadmistreer word.

(2) As die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee wat dan funksioneer, voortgaan om die Fonds te administreer. Die Nywerheidsregistrator kan vakatures in die Komitee vul uit die geledere van die werkgewers of die werknemers, na gelang van die geval, ten einde gelyke verteenwoordiging van werkgewers en werknemers in die Komitee te verseker. As sodanige Komitee nie in staat is nie of onwillig is om sy pligte na te kom of as daar 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee moet vir sodanige doel oor al die bevoegdhede van die Komitee beskik. Indien daar by die verstryking van hierdie Ooreenkoms nie 'n Raad bestaan nie, moet die Fonds gelikwider word deur die Komitee wat ingevolge hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, op die wyse in subklousule (3) van hierdie klousule uiteengesit, en as die sake van die Raad by verstryking van die Ooreenkoms alreeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal asof dit deel van die algemene fondse van die Raad uitgemaak het.

(3) By likwidasië van die Fonds ingevolge subklousule (1) van hierdie klousule moet die geld wat in die krediet van die Fonds oorbly nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word.

29. INDIENSNEMING VAN LEDE VAN VAK-VERENIGING

Geen lid van die werkgewersorganisasie mag 'n werknemer in diens neem nie, tensy sodanige werknemer lid van die vakvereniging is, en geen lid van die vakvereniging mag vir 'n werknemer werk wat nie lid van die werkgewersorganisasie is nie: Met dien verstande dat 'n lid van die werkgewersorganisasie 'n werknemer wat nie vir lidmaatskap van die vakvereniging kwalifiseer nie, in diens kan neem: Voorts met dien verstande dat—

(i) hierdie klousule nie van toepassing is nie op die indiensneming in die Nywerheid van 'n werknemer wat lidmaatskap deur die vakvereniging geweier is of wie se lidmaatskap van die vakvereniging opgeskort is of wat as lid van die vakvereniging geskors is of wat na die mening van die Minister 'n grondige rede het om te weier om lid van die vakvereniging te word of te bly;

(ii) ondanks die regte van 'n werkgewer kragtens artikel 51 (10) van die Wet, 'n werkgewer wat nadelig deur weiering van lidmaatskap van die werkgewersorganisasie getref word, sy saak aan die Raad kan stel, wat kan verklaar dat, ondanks sodanige weiering, hierdie klousule hom nie belet om lede van die vakvereniging in diens te neem nie;

(iii) hierdie klousule nie van toepassing is op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het nie: Met dien verstande dat as 'n immigrant wat te eniger tyd na die eerste drie maande nadat hy in die Nywerheid begin werk het, 'n uitnodiging van die vakvereniging weier om lid daarvan te word, hierdie klousule onmiddellik in werking tree.

30. ERKENNING VAN DIE VAKVERENIGING

(1) Elke werkgewer moet 'n beaampte of lid van die vakvereniging wat behoorlik skriftelik daartoe gemagtig is, toelaat om sy bedryfsinrigting van tyd tot tyd gedurende die etenspouses te betree ten einde—

- (a) werknemers oor vakverenigingangeleenthede te spreek;
- (b) nuwe lede te registreer;
- (c) kennisgewings deur die vakvereniging uitgereik, op te plak of te versprei;
- (d) lede se bydraes tot die vakvereniging in te vorder.

(2) Die beaampte of lid aldus gemagtig, moet die werkgewer of sy verteenwoordiger in kennis stel van sy of haar voorneme om die bedryfsinrigting te besoek.

31. AGENTE

Die Raad kan van tyd tot tyd een of meer aangewese persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms, en dit is die plig van werkgewers en werknemers,

wat onderskeidelik lede van die werkgewersorganisasie en vakvereniging is, om sodanige agente toe te laat om sodanige navrae te doen en sodanige boeke en/of dokumente te ondersoek en sodanige persone te ondervra as wat vir hierdie doel nodig is.

32. ADMINISTRASIE EN UITLEG VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en hy kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalinge daarvan onbestaanbaar is nie.

Namens die partye op hede die 25ste dag van Julie 1973 te Johannesburg onderteken.

Surname Familiennaam.....		First name Voornaam.....	Reg. No.....
Address Adres.....		New address Nuwe adres.....	

As at years months at the following factories:
Op 19..... jaar maande by die volgende fabriek:

Minimum wage Occupation
Minimum loon Beroep

[illegible]

Prescribed wage means the wage due in terms of clause 4 of the Agreement.

Voorgeskrewe loon beteken die loon betaalbaar ingevolge klousule 4 van hierdie Ooreenkoms.

Signature of employee
Handtekening van werknemer.....

TRANSVAAL MILLINERY INDUSTRY SLACK PAY FUND

Sixth Floor
Vogas House
123 Pritchard Street
Johannesburg

Name of factory..... Address.....

The following employees have been placed on short-time in terms of clause 27 (8) of the Agreement:

[illegible]

AANHANGSEL B

SLAPTEBESOLDIGINGSFONDS VAN DIE TRANSVAALSE HOEDENYWERHEID

AANSOEK OM BYSTAND

Posbus 4866
Johannesburg
Telefoon: 22-0052; 22-0418

Sesde Verdieping
Vogasgebou
Pritchardstraat 123
Johannesburg

Naam van fabriek..... Adres.....

Die volgende werknemers werk korttyd ooreenkomstig klousule 27 (8) van die Ooreenkoms:

Naam van werknemer	Dienskaart-No.	Datum waarop werknemer korttyd sal werk		Rede vir korttydaansoek	Weekloon
		Van	Tot		

Signed at Johannesburg on behalf of the parties this 18th day of September 1975.

S. H. WOLFF, Chairman.

A. KLEIN, Member of the Council.

A. M. MARGOLIS, Secretary.

Namens die partye op hede die 18de dag van September 1975 te Johannesburg onderteken.

S. H. WOLFF, Voorsitter.

A. KLEIN, Lid van die Raad.

A. M. MARGOLIS, Sekretaris.

No. R. 891

21 May 1976

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

MILLINERY INDUSTRY, TRANSVAAL

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Millinery Industry, published under Government Notice R. 890 of 21 May 1976, 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.

S. P. BOTHA, Minister of Labour.

No. R. 891

21 Mei 1976

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

HOEDENYWERHEID, TRANSVAAL

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Hoedenywerheid, gepubliseer by Goewermmentskennisgewing R. 890 van 21 Mei 1976, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

PHYTOPHYLACTICA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Entomology, Zoological Plant Pests, Nematology, Plant Pathology, Microbiology, Mycology, Taxonomic Studies, Biology and Control. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at 50 cents per copy or R2 per annum, post free (foreign 60 cents per copy or R2,40 per annum).

PHYTOPHYLACTICA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Entomologie, Dierkundige Plantplae, Nematologie, Plantpatologie, Mikrobiologie, Mikologie, Taksonomiese Studies, Biologie en Beheer. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen 50c per eksemplaar of R2 per jaar, posvry (buitelands 60 sent per eksemplaar of R2,40 per jaar).

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