



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

BUITENGEWONE

EXTRAORDINARY

Staatskoerant Government Gazette

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

VOL. CLXXIII.] PRYS 6d. PRETORIA, 25 SEPTEMBER 1953.

PRICE 6d. [No. 5147.

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

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2110.] [25 September 1953.

NYWERHEID-VERSOENINGSWET, 1937.

HOEDENYWERHEID, KAAP.

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

- (a) kragtens subartikel (1) van artikel *ag-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hertoe verskyn en op die Hoedenywerheid betrekking het, vanaf die 1ste dag van Oktober 1953, en vir die tydperk wat op die 30ste dag van September 1955 eindig, bindend is in die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings in klousules 1, 3 tot en met 19, 22 en 23 van genoemde Ooreenkoms vervat vanaf die 1ste dag van Oktober 1953, en vir die tydperk vanaf die 30ste dag van September 1955 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraats-distrik Die Kaap; en
- (c) kragtens subartikel (4) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings in klousules 1, 3 tot en met 19, 22 en 23 van genoemde Ooreenkoms vervat, vanaf die 1ste dag van Oktober 1953 en vir die tydperk wat op die 30ste dag van September 1955 eindig, in die magistraatsdistrik Die Kaap *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid, wat nie by die woordomskriving van die uitdrukking „werknemer” vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2110.] [25 September 1953.

INDUSTRIAL CONCILIATION ACT, 1937.

MILLINERY INDUSTRY, CAPE.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Millinery Industry, shall be binding from the 1st day of October, 1953, and for the period ending the 30th day of September, 1955, upon the employers' organization and the trade union which entered into the said agreement and upon the employers and employees who are members of that organization or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 19 (inclusive), 22 and 23 of the said Agreement, shall be binding from the 1st day of October, 1953, and for the period ending the 30th day of September, 1955, upon the other employers and employees engaged or employed in the said industry in the Magisterial District of The Cape; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of The Cape and from the 1st day of October, 1953, and for the period ending the 30th day of September, 1955, the provisions contained in clauses 1, 3 to 19 (inclusive), 22 and 23 of the said Agreement shall *mutatis mutandis* apply in respect of such persons in the said industry as are not included in the definition of the expression “employee”, contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID
(KAAP).

OOREENKOMS

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

Millinery Association, Cape

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

Garment Workers' Union of the Cape Peninsula

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

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

1. TOEPASSING VAN OOREENKOMS.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWING.

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

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

„Wet”, die Nywerheid-versoeningswet, 1937;

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

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

„Raad”, die Nywerheidsraad vir die Hoedenywerheid (Kaap) wat ingevolge die Wet geregistreer is;

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

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

„uurloon”, die weekloon gedeel deur 42½;

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

(a) Persele, werktuie of ander artikels skoonmaak;

(b) voertuie laai en/of aflaai;

(c) goedere dra, verpaa aan die stapel;

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

(e) briewe, boodskappe of ander artikels te voet, per fiets of in 'n aangedrewe voertuig aflewer;

(f) tee of soortgelyke drankte maak;

(g) pakette oop- of toemaak;

en sluit 'n verganser en/of poleerder in;

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

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

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

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

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

„hoedenywerheid” of „nywerheid”, die nywerheid waarin werkgewers en werknemers geassosieer is by die maak, fatsoeneer, blok, opmaak en/of modelleer, hetsy heeltemal of gedeeltelik, van vroue- of meisieshoede, en dit sluit in die verandering en/of heelmaak daarvan, behalwe herstelwerk wat nodig is by die verkoop van 'n hoed in 'n winkel;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY
(CAPE).

AGREEMENT

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

Millinery Association (Cape)

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

Garment Workers' Union of the Cape Peninsula

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of The Cape by all employers who are members of the employers' organisation and are engaged in the Millinery Industry, and by all employees who are members of the Trade Union and are employed in that Industry, and for whom minimum wages are prescribed in this Agreement; provided that they shall not apply to clerical employees.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

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

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

“Act” means the Industrial Conciliation Act, 1937;

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

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

“Council” means the Industrial Council for the Millinery Industry (Cape) registered in terms of the Act;

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

“experience” means, in relation to an employee other than labourer, motor vehicle driver, part-time motor vehicle driver and/or watchman, the total period or periods of employment of an employee in any branch of the Millinery Industry in any capacity other than that of a labourer, motor vehicle driver, part-time motor vehicle driver and/or watchman, and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time such service is terminated; provided that if any employee has been in employment for six weeks or more in any quarter, he shall, for the purpose of computing his experience, be deemed to have been in employment for a period of thirteen weeks in that quarter and if he has been in employment in any quarter for less than six weeks, he shall, for the purpose of computing his experience, be deemed not to have been employed at all in that quarter;

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

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

(a) Cleaning premises, utensils or other articles;

(b) loading and/or unloading vehicles;

(c) carrying, moving or stacking goods;

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

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

(f) making tea or similar beverages;

(g) opening and/or closing packages;

and shall include a sheener and/or polisher;

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

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

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

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

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

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

"motorvoertuigbestuurder", 'n werknemer in diens om 'n motorvoertuig te bestuur en vir die toepassing van hierdie woordbepaling sluit "n motorvoertuig bestuur" alle bestuur-tye in asook enige tyd deur die bestuurder bestee aan werk i.v.m. die voertuig of die vrag en alle tye waarin dit van hom vereis word om op sy pos te wees, gereed om te bestuur; "deeltydse motorvoertuigbestuurder", 'n werknemer in diens om 'n motorvoertuig vir hoogstens drie uur altesaam op 'n dag te bestuur en vir die toepassing van hierdie woordbepaling sluit "n motorvoertuig bestuur" alle bestuur-tye in asook tyd deur die bestuurder bestee terwyl hy vir die voertuig verantwoordelik is of op werk i.v.m. die voertuig of die vrag is; "houer", die persoon in algemene bestuur van en kontrole oor die werkwinkel en as daar twee of meer sulke persone is, is al daardie persone inbegrepe; "verpakker", 'n werknemer wat goedere vir vervoer of aflewering verpak; "stukwerk", elke stelsel, behalwe taakwerk, waarby die besoldiging bereken word volgens hoeveelheid of omvang van werk verrig; "premie", sonder om die gewone betekenis van die woord in 'n enkel opsig te beperk, elke vergoeding van watter aard ook, wat vir die opleiding van 'n werknemer gegee word; "kwartaal", die driemaandelikse tydperke wat op die eerste dag van Februarie, Mei, Augustus en November begin; "korttyd", 'n tydelike vermindering van 'n werknemer se getal werkure tot minder as 42½ uur in 'n week as gevolg van die vereistes van die besigheid, soos 'n tekort aan grondstowwe, of bestellings, of die vereistes van voorraadopname; "taakwerk", 'n bepaalde hoeveelheid hoede of dele van hoede wat ingevolge 'n opdrag van die werkgewer of sy verteenwoordiger aan 'n werknemer deur daardie werknemer binne 'n bepaalde tyd gemaak moet word; "opmaker", 'n werknemer wat uitsluitlik hoede wat reeds geblok, bedraad of gefatsoeneer is, opmaak; vir die doeleindes van hierdie woordbepaling, beteken "opmaak" die aanbring van voering, rek, linte, blomme en sluiermateriaal volgens 'n voorgeskrewe model; "opmaak", die aanwending van voering, rek, linte, blomme en sluiermateriaal volgens 'n gegewe model; "opmaker, blokker, masjienwerker of verpakker, gekwalifiseer", 'n opmaker, blokker, masjienwerker of verpakker met minstens 2½ jaar ondervinding; "opmaker, blokker, naaimasjienwerker of verpakker, ongekwalifiseer", 'n opmaker, blokker, masjienwerker of verpakker met minder as 2½ jaar ervaring; "wag", 'n werknemer in diens om persele, geboue of ander eiendom te bewaak; "werkwinkel", elke perseel waarin een of meer werknemers werksaamhede in verband met die Hoedenywerheid verrig; (2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms word dit beskou dat hy behoort tot daardie klas waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. LONE EN LEWENSKOSTETOELAES.

(1) Onderworpe aan die bepalings van hierdie artikel en artikels 6, 7, 18 en 19 van hierdie Ooreenkoms, mag geen lone en lewenskostoelaes teen laer skale as die onderstaande deur 'n werkgewer betaal of deur 'n werknemer aangeneem word nie:—

Hoedemaker, gekwalifiseer.....

Hoedemaker, ongekwalifiseer gedurende die—

Eerste dertien weke ondervinding.....	1 6 0	14 0	2 0 0
Tweede dertien weke ondervinding.....	1 9 0	14 9	2 3 9
Derde dertien weke ondervinding.....	1 12 6	18 0	2 10 6
Vierde dertien weke ondervinding.....	1 15 3	18 3	2 13 6
Vyftede dertien weke ondervinding.....	1 19 3	19 0	2 18 3
Sesde dertien weke ondervinding.....	2 3 0	1 1 6	3 4 6
Sewende dertien weke ondervinding.....	2 5 0	1 2 6	3 7 6
Agste dertien weke ondervinding.....	2 9 0	1 3 6	3 12 6
Negende dertien weke ondervinding.....	2 14 0	1 5 9	3 19 9
Tiende dertien weke ondervinding.....	2 19 6	1 8 6	4 8 0
Elfde dertien weke ondervinding.....	3 1 0	1 10 6	4 11 6
Twaalfde dertien weke ondervinding.....	3 4 6	1 13 0	4 17 6
Dertiende dertien weke ondervinding.....	3 6 3	1 13 3	4 19 6
Veertiende dertien weke ondervinding.....	3 8 3	1 16 3	5 4 6
Vyftiende dertien weke ondervinding.....	3 10 0	1 16 6	5 6 6
Sestiende dertien weke ondervinding.....	3 13 3	1 19 3	5 12 6
Sewentiende dertien weke ondervinding.....	3 15 0	1 19 6	5 14 6
Agtiende dertien weke ondervinding.....	3 16 6	2 0 0	5 16 6
Negentiende dertien weke ondervinding.....	4 0 0	2 2 3	6 2 3
Twintigste dertien weke ondervinding.....	4 0 3	2 4 0	6 4 3
Daarna.....	4 2 0	2 4 0	6 6 0
Blokker, manlik, gekwalifiseer.....	3 11 6	1 16 9	5 8 3

Blokker, manlik, ongekwalifiseer gedurende die—

Eerste dertien weke ondervinding.....	1 9 0	14 9	2 3 9
Tweede dertien weke ondervinding.....	1 12 6	18 0	2 10 6
Derde dertien weke ondervinding.....	1 15 3	18 3	2 13 6
Vierde dertien weke ondervinding.....	1 19 3	19 0	2 18 3
Vyftede dertien weke ondervinding.....	2 3 0	1 1 6	3 4 6
Sesde dertien weke ondervinding.....	2 9 0	1 2 6	3 11 6
Sewende dertien weke ondervinding.....	2 14 0	1 5 9	3 19 9
Agste dertien weke ondervinding.....	2 19 6	1 8 6	4 8 0
Negende dertien weke ondervinding.....	3 1 0	1 10 6	4 11 6
Tiende dertien weke ondervinding.....	3 6 3	1 13 3	4 19 6
Daarna.....	3 11 6	1 16 9	5 8 3
Vroulike blokker en manlike en vroulike opmaker, masjienwerker en verpakker, gekwalifiseer.....	3 5 0	1 13 9	4 18 9

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

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

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

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

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

"premium" means, without in any way limiting the ordinary meaning of the term any consideration of whatever nature given in return for the training of an employee;

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

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

"task-work" means the setting by an employer or his representative to any employee of a definite number of hats or portions of hats to be made by such employee in a specified time;

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

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

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

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

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

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

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

4. WAGES AND COST OF LIVING ALLOWANCES.

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

Loon.	Per week.	Totaal.
£ s. d.	£ s. d.	£ s. d.
4 2 0	2 4 0	6 6 0

	Loon.		Per week. L.K.T.		Totaal.	
	£	s. d.	£	s. d.	£	s. d.
Vroulike blikker en manlike en vroulike opmaker, masjienwerker en verpakker, ongekwalifiseer gedurende die—						
Eerste dertien weke ondervinding.....	1	6 0	14	0	2	0 0
Tweede dertien weke ondervinding.....	1	9 0	14	9	2	3 9
Derde dertien weke ondervinding.....	1	12 6	18	0	2	10 6
Vierde dertien weke ondervinding.....	1	15 3	18	3	2	13 6
Vyfde dertien weke ondervinding.....	1	19 3	19	0	2	18 3
Seske dertien weke ondervinding.....	2	3 0	1	1 6	3	4 6
Sewende dertien weke ondervinding.....	2	5 0	1	2 6	3	7 6
Agste dertien weke ondervinding.....	2	9 0	1	3 6	3	12 6
Negende dertien weke ondervinding.....	2	14 0	1	5 9	3	19 9
Tiende dertien weke ondervinding.....	2	19 6	1	8 6	4	8 0
Daarna.....	3	5 0	1	13 9	4	18 9
Motorvoertuigbestuurder.....	5	13 3	2	16 6	8	9 9
Deeltydse motorvoertuigbestuurder.....	3	1 0	1	10 6	4	11 6
Arbeider—						
(i) Onder 21 jaar.....	1	9 0	14	9	2	3 9
(ii) 21 jaar oud en ouer.....	2	4 0	1	1 9	3	5 9
Wag.....	2	19 9	1	8 6	4	8 3
Alle werknemers nie elders hierbo genoem nie—						
(i) Onder 21 jaar.....	1	13 0	17	9	2	10 9
(ii) 21 jaar oud en ouer.....	2	10 0	1	2 9	3	12 9

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

	Wage.		Per Week. C.O.L.A.		Total.	
	£	s. d.	£	s. d.	£	s. d.
Milliner, qualified.....	4	2 0	2	4 0	6	6 0
Milliner, unqualified during the—						
First thirteen weeks of experience.....	1	6 0	14	0	2	0 0
Second thirteen weeks of experience.....	1	9 0	14	9	2	3 9
Third thirteen weeks of experience.....	1	12 6	18	0	2	10 6
Fourth thirteen weeks of experience.....	1	15 3	18	3	2	13 6
Fifth thirteen weeks of experience.....	1	19 3	19	0	2	18 3
Sixth thirteen weeks of experience.....	2	3 0	1	1 6	3	4 6
Seventh thirteen weeks of experience.....	2	5 0	1	2 6	3	7 6
Eighth thirteen weeks of experience.....	2	9 0	1	3 6	3	12 6
Ninth thirteen weeks of experience.....	2	14 0	1	5 9	3	19 9
Tenth thirteen weeks of experience.....	2	19 6	1	8 6	4	8 0
Eleventh thirteen weeks of experience.....	3	1 0	1	10 6	4	11 6
Twelfth thirteen weeks of experience.....	3	4 6	1	13 0	4	17 6
Thirteenth thirteen weeks of experience.....	3	6 3	1	13 3	4	19 6
Fourteenth thirteen weeks of experience.....	3	8 3	1	16 3	5	4 6
Fifteenth thirteen weeks of experience.....	3	10 0	1	16 6	5	6 6
Sixteenth thirteen weeks of experience.....	3	13 3	1	19 3	5	12 6
Seventeenth thirteen weeks of experience.....	3	15 0	1	19 6	5	14 6
Eighteenth thirteen weeks of experience.....	3	16 6	2	0 0	5	16 6
Nineteenth thirteen weeks of experience.....	4	0 0	2	2 3	6	2 3
Twentieth thirteen weeks of experience.....	4	0 3	2	4 0	6	4 3
Thereafter.....	4	2 0	2	4 0	6	6 0
Blocker, male, qualified.....	3	11 6	1	16 9	5	8 3
Blocker, male, unqualified during the—						
First thirteen weeks of experience.....	1	9 0	14	9	2	3 9
Second thirteen weeks of experience.....	1	12 6	18	0	2	10 6
Third thirteen weeks of experience.....	1	15 3	18	3	2	13 6
Fourth thirteen weeks of experience.....	1	19 3	19	0	2	18 3
Fifth thirteen weeks of experience.....	2	3 0	1	1 6	3	4 6
Sixth thirteen weeks of experience.....	2	9 0	1	2 6	3	11 6
Seventh thirteen weeks of experience.....	2	14 0	1	5 9	3	19 9
Eighth thirteen weeks of experience.....	2	19 6	1	8 6	4	8 0
Ninth thirteen weeks of experience.....	3	1 0	1	10 6	4	11 6
Tenth thirteen weeks of experience.....	3	6 3	1	13 3	4	19 6
Thereafter.....	3	11 6	1	16 9	5	8 3
Female blocker and male and female trimmer, machinist and packer, qualified.....	3	5 0	1	13 9	4	18 9
Female blocker and male and female trimmer, machinist and packer, unqualified during the—						
First thirteen weeks of experience.....	1	6 0	14	0	2	0 0
Second thirteen weeks of experience.....	1	9 0	14	9	2	3 9
Third thirteen weeks of experience.....	1	12 6	18	0	2	10 6
Fourth thirteen weeks of experience.....	1	15 3	18	3	2	13 6
Fifth thirteen weeks of experience.....	1	19 3	19	0	2	18 3
Sixth thirteen weeks of experience.....	2	3 0	1	1 6	3	4 6
Seventh thirteen weeks of experience.....	2	5 0	1	2 6	3	7 6
Eighth thirteen weeks of experience.....	2	9 0	1	3 6	3	12 6
Ninth thirteen weeks of experience.....	2	14 0	1	5 9	3	19 9
Tenth thirteen weeks of experience.....	2	19 6	1	8 6	4	8 0
Thereafter.....	3	5 0	1	13 9	4	18 9
Motor Vehicle driver.....	5	13 3	2	16 6	8	9 9
Part-time motor vehicle driver.....	3	1 0	1	10 6	4	11 6
Labourer—						
(i) Under the age of 21 years.....	1	9 0	14	9	2	3 9
(ii) Of the age of 21 and over.....	2	4 0	1	1 9	3	5 9
Watchman.....	2	19 9	1	8 6	4	8 3
All employees not elsewhere specified above—						
(i) Under the age of 21 years.....	1	13 0	17	9	2	10 9
(ii) Of the age of 21 years and over.....	2	10 0	1	2 9	3	12 9

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

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

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

(3) Benewens die lone wat voorgeskryf word in subartikel (1) van hierdie artikel, moet 'n werkgewer aan elkeen van sy werknemers vir wie 'n loon voorgeskryf word, 'n lewenskostoelae betaal van minstens die bedrag wat in die genoemde subartikel aangetoon word, of na gelang van die grootte, die toelae wat ooreenkomstig Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, betaalbaar is met dien verstande dat as 'n werknemer 'n loon ontvang wat hoër is as die loon wat vir hom voorgeskryf is, die surplus nie van die lewenskostoelae afgetrek moet word nie, maar dat die toelae bo en behalwe die surplus betaal moet word en voorts; met dien verstande dat 'n werkgewer wat by die inwerkingtreding van hierdie Ooreenkoms aan enigeen van sy werknemers 'n hoër lewenskostoelae as dié in hierdie artikel voorgeskryf, betaal het, moet voortgaan met daardie werknemer of werknemers sodanige hoër toelae of toelaes te betaal.

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

(5) Niks in hierdie Ooreenkoms kan die loonskaal van 'n werknemer in die nywerheid wat te eniger tyd voor of na die datum waarop hierdie Ooreenkoms in werking tree 'n hoër loon as teen die minimum skaal soos in hierdie artikel vasgestel, betaal is of betaal kan word, en die werknemer is geregtig tot, en moet 'n loon steeds aan hom betaal word teen 'n skaal wat nie laer as dié hoër skaal is nie, asof die hoër skaal die minimum skaal ten opsigte van daardie werknemer is.

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

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

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

5. TAAKWERK EN STUKWERK.

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

(2) In inrigtings waar werknemers stukwerk doen, moet die werkgewer op 'n opvallende plek wat maklik deur sy werknemers bereik kan word, 'n staat opklap en opgeklap hou waarin die stukwerksskale wat van tyd tot tyd van krag is, uiteengesit word, en hierdie stukwerksskale mag nie in werking tree voordat hulle deur die Raad goedgekeur is nie. Die staat moet ter plaatse deur die verteenwoordiger van die Raad geteken word, en die skale daarin bepaal, mag nie sonder die toestemming van die Raad verminder word nie.

(3) 'n Werknemer op stukwerk moet die volle bedrag wat hy kragtens die stukwerksskale verdien, betaal word; met dien verstande egter dat onderworpe aan die bepalings van artikels 6 en 7, geen werknemer minder in 'n week betaal mag word as die minimum loon en lewenskostoelae waartoe hy ingevolge artikel 4 van hierdie Ooreenkoms geregtig sou geword het as hy in diens as 'n tydwerker was nie.

6. KORTTYD.

(1) Indien die voorneme bestaan om korttyd in enige week in te voer, moet 'n kennisgewing met vermelding van daardie feit en die datum waarop dit in werking sal tree, op 'n opvallende plek in die inrigting vertoon word en wel voor 2 nm. op die dag voor die datum wat in die kennisgewing genoem word.

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

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

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

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

(3) In addition to the wages prescribed in sub-section (1) of this section, an employer shall pay to each of his employees for whom a wage is prescribed a cost of living allowance amounting to not less than the amount shown in the said sub-section or the allowance payable in terms of War Measure No. 43 of 1942, as amended from time to time, or any allowance subsequently prescribed by regulation or otherwise in substitution therefor, whichever is the greater; provided that where an employee is in receipt of a wage in excess of the wage prescribed for him, such excess shall not be offset against the cost of living allowance payable but shall be added to the prescribed wage to determine the allowance payable; and provided further, that any employer who, on the date this Agreement comes into operation paid to any of his employees a cost of living allowance higher than that prescribed in this section, shall continue to pay such employee or employees, such higher allowance or allowances.

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

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

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

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

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

5. TASK-WORK AND PIECE-WORK.

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

(2) Where employees are engaged on piece-work in any establishment, the employer shall post up and keep posted up in a conspicuous place, readily accessible to his employees, a statement setting out the piece-work rates in operation from time to time, and such piece-work rates shall not be put into operation until they have been approved by the Council. Such statement shall be signed *in situ* by the Agent of the Council, and the rates specified thereon shall not be reduced without the consent of the Council.

(3) An employee on piece-work shall be paid the full amount earned by him under the piece-work rates; provided however, that, subject to the provisions of sections 6 and 7, no employee shall be paid less, in any week, than the minimum wage and cost of living allowance, to which he would have been entitled in terms of section 4 of this Agreement, had he been employed as a time-worker.

6. SHORT-TIME.

(1) When it is intended to introduce short-time in any one week, a notice stating the fact that, and the date from which, it is so intended, shall be prominently displayed in the establishment concerned no later than 2 p.m. on the day before the date mentioned in the notice.

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

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

7. BETALING VAN BESOLDIGING.

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

- (a) 'n werknemer op sy versoek die loon en ander bedrae aan hom verskuldig, maandeliks en binne vyftien minute nadat hy vir daardie dag die werk gestaak het, op die laaste dag van die maand betaal kan word, of as die laaste dag van die maand op 'n Sondag of op 'n openbare vakansiedag of op 'n Saterdag val, dan na gelang van die geval op die laaste werkdag voor dié Sondag of openbare vakansiedag of Saterdag;
- (b) as 'n werknemer se diens nie op die gewone weeklikse, of, na gelang van die geval, maandelikse betaaldag van die betrokke inrigting beëindig word nie, moet alle bedrae wat aan hom verskuldig is, onmiddellik by sodanige beëindiging aan hom betaal word;
- (c) as 'n weekliks betaalde werknemer nie verplig word om op 'n Vrydag, of in die geval van 'n maandelikse betaalde werknemer, op die laaste dag van die maand te werk nie, of as 'n werknemer korttyd werk, moet betalings kragtens hierdie subartikel binne vyftien minute nadat die werknemer sy werk vir die week, of, na gelang van die geval, vir die maand eindig, betaal word.

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

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

- (a) as 'n werknemer van werk afwesig is, vir die tyd wat verloor is 'n *pro rata* bedrag afgetrek word;
- (b) as korttyd ingevoer is, die werknemer vir die tyd wat hy werklik gewerk het, betaal kan word;
- (c) onderworpe aan artikel 11 van hierdie Ooreenkoms, as die werkgewer sy inrigting gedurende die maande Desember en/of Januarie sluit vir die vakansiereses, die werkgewer nie verplig is om loon vir die tyd wat verloor word, te betaal nie;
- (d) met die skriftelike toestemming van die werknemer, die werkgewer bedrae kan aftrek vir versekerings- of pensioenfondse, of vir bydraes aan die fonds van die vak-vereniging of vir kontantvoorskotte wat deur sy werkgewer aan die werknemer gegee is;
- (e) bydraes aan die Raadsfonds ooreenkomstig artikel 19 van hierdie Ooreenkoms afgetrek moet word.
- (f) as weens stopsetting van masjinerie daar geen werk vir 'n werknemer beskikbaar is nie, die werkgewer slegs vir tyd wat bo twee uur verloor is aftrekking van daardie werknemer se loon kan maak;
- (g) elke bedrag wat 'n werkgewer ingevolge 'n wet, ordonnansie of regsgeeding verplig was om ten behoeve van die werknemer te betaal, afgetrek kan word.

8. WERKURE.

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

- (a) om meer as 42½ uur, met uitsondering van etensonderbrekings, per week te werk nie;
- (b) om meer as 8½ uur, met uitsondering van etensonderbrekings, per dag te werk nie;
- (c) om vir langer as 'n ononderbroke tydperk van vyf uur sonder 'n ononderbroke tussenpoos van minstens een uur te werk nie: Met dien verstande dat dit vir die doeleindes van hierdie paragraaf beskou word dat werktydperke wat deur 'n tussenpoos van minder as een uur onderbreek word, ononderbroke is;
- (d) as sy 'n vrou is, om tussen 6 nm. en 7.30 vm. te werk nie.

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

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

9. OORTYD.

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

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

7. PAYMENT OF REMUNERATION.

(1) Subject to the provisions of sub-section (5) of section 14 of this Agreement, wages and other amounts due to an employee shall be paid in cash weekly and not later than fifteen minutes after an employee finishes work for the day on Fridays; provided that—

- (a) an employee may, at his request, be paid the wages and other amounts due to him monthly not later than fifteen minutes after he has finished work for the day on the last day of the month, or if the last day of the month falls on a Sunday, or on a public holiday, or on a Saturday on the last working day preceding such Sunday or public holiday or Saturday as the case may be;
- (b) where an employee's services do not terminate on the ordinary weekly or monthly pay day, as the case may be, of the establishment, any amounts due to him shall be paid immediately on such termination;
- (c) when a weekly paid employee is not required to work on Friday or in the case of a monthly paid employee on the last day of the month, or when an employee is working short-time, payment in terms of this sub-section shall be made not later than fifteen minutes after the employee finishes work for the week or month as the case may be.

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

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

- (a) where an employee is absent from work a *pro rata* amount for the actual time lost may be deducted;
- (b) where short-time has been introduced the employees may be paid for actual time worked;
- (c) subject to the provisions of section 11 of this Agreement where an employer closes his establishment during the months of December and/or January, due to holiday recess, the employer shall not be obliged to pay wages for time lost;
- (d) with the written consent of the employee deductions may be made by an employer for insurance or pension funds or for contributions to the funds of the trade union or for cash advanced to the employee by his employer;
- (e) contributions to Council funds shall be deducted in terms of section 19 of this Agreement;
- (f) if, owing to the stoppage of machinery no work is available for an employee, deductions may be made by the employer from the wages of such employee only for the time lost in excess of two hours;
- (g) any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee may be deducted.

8. HOURS OF WORK.

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

- (a) to work for more than forty-two and one-half hours, excluding meal times in any one week;
- (b) to work for more than eight and one-half hours, excluding meal time on any one day;
- (c) to work for a continuous period of more than five hours without an interrupted interval of at least one hour; provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;
- (d) who is a female to work between 6 p.m. and 7.30 a.m.

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

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

9. OVERTIME.

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

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

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

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

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

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

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

10. BESOLDIGING VIR SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE.

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

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

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

(3) *Openbare vakansiedae:* (a) *Besoldigde openbare vakansiedae.*—'n Werknemer is geregtig tot verlof met volle besoldiging en lewenskostoelae ten opsigte van ondergenoemde openbare vakansiedae en ingeval hy verplig is of toegelaat word om op enigeen van die vakansiedae te werk, moet hy, benewens sy gewone loon en lewenskostoelae ten opsigte van die vakansiedag, slegs lone teen gewone tyd ten opsigte van die ure aldus gewerk, betaal word: Goeie-Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Uniedag, Koninginsverjaarsdag, Kersdag en Nuwejaarsdag.

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

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

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

11. JAARLIKSE VERLOF EN BESOLDIGDE OPENBARE VAKANSIEDAE.

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

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

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

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

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

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

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

10. PAYMENT FOR SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS.

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

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

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

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

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

(b) *Unpaid Public Holiday.*—Where an employee is instructed not to report for work on any of the following public holidays:—
Van Riebeeck Day, Settlers' Day, Kruger Day and Boxing Day;

the normal cost of living allowance for that day shall be paid to the employee in respect of such day but provided he has notified his employees by notice posted in a prominent place in his establishment at least twenty-four hours before the usual starting time that they are not required to work on such public holiday the employer may deduct from the wage of the employee an amount equal to his normal wage in respect of the normal number of hours he would have worked on such day, and this shall not be considered as short-time for the purposes of proviso (d) to section 14 (1).

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

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

11. ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS.

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

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

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

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

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

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

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

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

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

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

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

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

(vi) As 'n werknemer op 'n besoldigde vakansiedag werk wat op 'n Saterdag val, moet besoldiging vir so 'n dag gemaak word ooreenkomstig die bepalinge van subartikel (2) (v) plus, boonop, een en 'n halfmaal sy uurloon vir elke uur op die Saterdag gewerk.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) Enige tydperk wanneer 'n werknemer—

- (a) kragtens subartikel (1) van hierdie artikel met verlof is; of
- (b) vredestrydse opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, ondergaan; of
- (c) op las of op versoek van die werkgever van die werk afwesig is; of
- (d) weens siekte van werk afwesig is, of weens die feit dat geen vrou in diens mag wees, en geen werkgever mag vereis of toelaat dat 'n vrou in sy inrigting werk, gedurende die tydperk beginnende vier weke voor die verwagte datum van haar bevalling en eindigende agt weke na die geboorte nie; as die kind doodgebore is of voor die verloop van agt weke na geboorte sterf, is die bepaling van hierdie subartikel nie meer van toepassing van 'n datum af wat deur die Nywerheidsraad vasgestel word, nie, moet vir die toepassing van subartikels (1) en (2) van hierdie artikel as diens beskou word; met dien verstande dat—

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

12. BUITEWERK.

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

13. REGISTRASIE VAN WERKWINKEL.

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

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

14. DIENSBEÏNDIGING.

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

- (a) 'n werkgever of 'n werknemer se reg om die dienskontrak sonder opsegging te beëindig weens 'n goeie rede wat wetlik as voldoende erken word;
- (b) 'n ooreenkoms tussen die werkgever en werknemer wat voorsiening maak vir 'n langer diensopseggingstyd as een week, of, na gelang van die geval, twee weke en van gelyke duur vir beide partye;
- en voorts met dien verstande dat—
- (c) 'n werkgever 'n werknemer loon kan betaal vir en in plaas van die tydperk van diensopsegging wat hierbo voorgeskryf word, of van die tydperk van diensopsegging soos ooreengekom ingevolge voorbehoud (b) hierbo;
- (d) 'n werknemer wat korttyd werk, sy diens sonder diensopsegging kan beëindig;
- (e) die tydperk van diens van 'n weekliks besoldigde werknemer wat eindig op of voor die tweede betaaldag wat volg op die datum waarop die diens begin het, of in die geval van 'n maandeliks betaalde werknemer die tydperk van diens wat eindig by of voor voltooiing van twee weke na die datum waarop die diens begin het, moet, tensy in 'n skriftelike ooreenkoms andersins verklaar word, as 'n proeftydperk beskou word en daardie diens kan deur die werkgever of die werknemer sonder opsegging beëindig word.

(9) Any period during which an employee—

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

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

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

12. OUTWORK.

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

13. REGISTRATION OF WORKSHOP.

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

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

14. TERMINATION OF EMPLOYMENT.

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

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

and provided further—

- (c) an employer may pay an employee wages for and in lieu of the period of notice prescribed above, or the period of notice agreed upon in terms of proviso (b) above;
- (d) an employee who is working short-time may terminate his employment without giving notice;
- (e) the period of employment of a weekly paid employee ending on or before the second pay day subsequent to the date of commencing employment, or in the case of a monthly paid employee, the period of employment ending before or on the completion of two weeks after the date of commencing employment shall, unless the contrary is stated in a written agreement, be deemed to be a period of trial, and such employment may be terminated by the employer or the employee without notice.

(2) 'n Werknemer wat gedurende die looptyd van 'n tydperk van diensopsegging wat kragtens subartikel (1) van hierdie artikel gegee is, tydelik buite werk gestel word, moet vir daardie week volle besoldiging ontvang.

(3) Geen werkgever kan 'n werknemer weens die werknemer se afwesigheid van werk met verlof ontslaan nie as die werkgever se skriftelike toestemming verkry is.

(4) Afwesigheid van werk vir 'n tydperk van ses agtereenvolgende dae sonder toestemming van die werkgever, weens 'n ander oorsaak as siekte, vorm 'n beëindiging van 'n dienskontrak, maar afwesigheid wat deur siekte veroorsaak word, moet as volg behandel word:—

- (a) Die werknemer moet binne die genoemde tydperk van ses dae 'n doktersertifikaat betreffende sy onbekwaamheid om sy gewone werk te verrig aan die werkgever voorlê of aan hom verstrek; en
- (b) mits die sertifikaat binne die voorgeskrewe tydperk, t.w. ses dae, aan die werkgever voorgelê of verstrek word, kan die werkgever—
 - (i) as hy wens om dit te doen, die pos oophou totdat die werknemer in staat is om sy gewone werk te hervat; of
 - (ii) as hy wens om dit nie te doen nie, moet hy aan die werknemer op die dag waarop die inrigting se werkweek eindig, een week diensopsegging gee; en
 - (iii) as die werknemer in gebreke bly om terug te kom en gedurende daardie diensopsegging te werk, eindig sy diens aan die einde van daardie week van diensopsegging;
- (c) as die werkgever versuim om die week diensopsegging te gee nadat hy van die betrokke werknemer binne die voorgeskrewe tydperk van ses dae 'n doktersertifikaat ontvang het, is hy verplig om aan daardie werknemer 'n week se loon in plaas van diensopsegging te betaal, tensy hy besluit om die werknemer se diens te behou.

(5) Wanneer 'n werkgever 'n werknemer se diens ooreenkomstig subartikel (4) beëindig, kan skriftelik kennis van die beëindiging gegee word aan die Sekretaris van die Raad. Dié kennisgewing aan die Raad moet vergesel gaan van die dienssertifikaat wat die werkgever verplig is om kragtens artikel 17 (2) aan die werknemer uit te reik en van alle loon of ander bedrae wat by die beëindiging aan die werknemer verskuldig is, om op aanvraag aan die werknemer betaal te word.

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

15. PREMIES.

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

16. BESTAANDE KONTRAKTE.

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

17. INDIENSNEMING, OORPLASING EN DIENSBEÏNDIGING.

(1) *Dienskaarte moet by indiensneming voorgelê word.*—Voor dat 'n werkgever 'n applikant om werk in diens neem, moet hy die applikant versoek om 'n dienskaart voor te lê wat deur die Raad in die vorm van Aanhangsel A van hierdie Ooreenkoms uitgereik is. Onmiddellik na die indiensneming in die ruimte bedoel vir „verdere ondervinding” moet die werkgever die naam invul van sy fabriek, die datum van indiensneming, bedryf, loon by indiensneming, en die kaart veilig bewaar sodat daaroor later ingevolge subartikel (2) van hierdie artikel by diensbeëindiging van die werknemer beskik kan word.

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

(3) *Handelswyse wanneer werknemer nie dienskaart voorlê nie.*—Die werkgever moet onmiddellik by diensneming die voornemende werknemer 'n aansoek in die vorm van aanhangsel B van hierdie Ooreenkoms laat invul en dit aan die weeklikse opgawe van diensnemings genoem in subartikel (4) hieronder heg.

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

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

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

(2) An employee put off during the currency of any period of notice given in terms of sub-section (1) of this section shall receive full pay for such week.

(3) No employer shall dismiss any employee by reason of such employee's absence from work on leave, the permission of the employer having been obtained in writing.

(4) Absence from work without the permission of the employer for a period of six consecutive days, for any cause other than illness shall constitute a termination of any contract of service, but any absence which may be due to illness shall be treated as follows:—

- (a) The employee shall produce, or he shall furnish to the employer within the said period of six days, a medical certificate certifying his inability to perform his usual work; and
- (b) provided that the certificate is produced, or is furnished, to the employer within the period above prescribed, i.e. six days, the employer may—
 - (i) if he so desires, keep the employment open until the employee is able to resume his usual work;
 - (ii) if he is not prepared to do so, it shall be incumbent upon him to tender to such an employee on the day which concludes the working week of the establishment, one week's notice to terminate his employment; and
 - (iii) if the employee fails to return and work out such notice, his employment shall be terminated at the end of that week of notice;
- (c) should the employer fail to reserve such week's notice, after receiving a medical certificate from any employee concerned within the prescribed period of six days, he shall unless he decides to retain the services of the employee, be required to pay such employee a week's wages in lieu of notice.

(5) Whenever an employer terminates the services of an employee in terms of sub-section (4) notice of such termination may be given by notifying the Secretary of the Council in writing. Any such notification to the Council shall be accompanied by the service card which the employer is required to hand to the employee in terms of section 17 (2) and any wages or other amounts due to the employee on such termination, for transmission to the employee on application.

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

15. PREMIUMS.

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

16. EXISTING CONTRACTS.

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

17. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT.

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

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

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

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

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

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

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

18. VRYSTELLINGS.

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

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

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

- (a) die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ooreenkomstig die bepalings van subartikel (2) van hierdie artikel vasgestel is en waarop die vrystelling verleen word; en
 - (d) die tydperk waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate, wat uitgereik word, in volgorde nummer; en
 - (b) van elke sertifikaat wat uitgereik word, 'n afskrif bewaar; en
 - (c) as vrystelling aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer stuur.
- (5) Elke werkgewer en werknemer moet die bepalings van 'n vrystellingsertifikaat kragtens hierdie artikel nakom.

19. RAADSFONDS.

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

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

20. ORGANISEER VAN WERKNEMERS.

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

- (a) die werknemers in verband met vakverenigingsake te ondervra;
- (b) nuwe lede te werf;
- (c) kennisgewings wat deur die vakvereniging uitgegee word op te plak en uit te deel;
- (d) ledegeel vir die vakvereniging in te vorder.

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

21. AGENTE.

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

22. INDIENSNEMING VAN MINDERJARIGES.

Geen persoon onder vyftien jaar mag in die Hoedenywerheid in diens wees nie.

23. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare afskrif in hierdie Ooreenkoms in die amptelike tale, in die vorm soos voorgeskryf in die regulasies ingevolge die Wet, in sy inrigting vertoon hou op 'n plek wat vir sy werknemers maklik toeganklik is.

Namens die partye hede, die 9de dag van Augustus 1953, in Kaapstad onderteken.

R. CRAWFORD,
Voorsitter van die Raad.

F. K. LIGHTON,
Ondervoorsitter van die Raad.

J. C. LESSING,
Assistent-sekretaris van die Raad.

18. EXEMPTIONS.

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

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

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

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

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

19. COUNCIL FUNDS.

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

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

20. ORGANISATION OF EMPLOYEES.

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

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

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

21. AGENTS.

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

22. EMPLOYMENT OF MINORS.

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

23. EXHIBITION OF AGREEMENT.

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

Signed at Cape Town on behalf of the parties, this 19th day of August, 1953.

R. CRAWFORD,
Vice-Chairman of the Council.

F. K. LIGHTON,
Secretary of the Council.

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

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP).

DIENSKAART.

Reg. No. _____

Familienaam _____ Voornaam _____

Adres _____ Nuwe adres _____

Nuwe adres _____ Nuwe adres _____

REKORD VAN ONDERVINDING OP _____

_____ jaar _____ maande _____ dae. Basisloon _____ p.w. l.k.t. _____ p.w.

Indien in diens as _____

namens *Sekretaris*.

Gesertifiseer ooreenkomstig Raad se rekords.

Datum _____ Handtekening van werknemer _____

Datum _____

VERDERE ONDERVINDING.

Fabriek.	Datum van indiens- neming.	Loon.	Datum van vertrek.	Loon.	Werk.	DUUR VAN DIENS.			Paraaf van werkgewer.
						Jaar.	Maand.	Dae.	

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

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP).

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

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

AANSOEK OM WERKNEMER SE DIENSREKORDKAART.

Naam van Firma _____

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

Naam van applikant _____

Voorheen bekend as _____

Woonadres _____

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

hierby dat ek _____ jaar oud is en dat ek ondervermelde ervaring in die Hoedenywerheid gehad het:—

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

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

Getuie. _____

Datum. _____

Handtekening van voornemende Werknemer. _____

(SLEGS VIR GEBRUIK DEUR RAAD.)

Totale bepaling van ervaring _____ jaar _____ maande _____ dae.

Nagegaan deur _____ No. van diensrekordkaart uitgereik _____ Datum _____

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP).

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

WEEKLIKSE OPGAWE VAN INDIENSNEMING EN DIENSBEËINDIGING.

Week geëindig _____ Werkgewer _____
Adres _____

DEEL I.—INDIENSNEMINGS.

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

DEEL II.—DIENSBEËINDIGING.

					Datum van be- eindiging						

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

† M. — Manlik. V. — Vroulik.

‡ V. — Volwassene. J. — Jeugdige.

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

Handtekening van Werkgewer of gemagtigde agent.

AANHANGSEL D.

NYWERHEID VIR DIE HOEDENYWERHEID (KAAP).

Naam van fabriek _____

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

MAANDELIKSE OPGAWE VAN OORPLASINGS IN WERK.

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

Reg. No.	Familienaam (in blokletters).	Voorname (eerste voluit).	Geslag.	Nooiensvan.	Ou werk.	Loon.	Datum van oorplasing.	Nuwe werk.	Loon.	Opmerkings.

Datum _____ 195_____ Handtekening van Firma.

AANHANGSEL E.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP).

Aan Die Sekretaris,
NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP),
Posbus 1536,
KAAPSTAD.

MENEER,
Ingeslote die bedrag van £ _____: _____: _____ wat bydraes is kragtens artikel 19 van die Ooreenkoms in die Hoedenywerheid.

Naam van firma _____

Adres _____

OPGAWE VAN WERKNEMERS.

Getal.

Datum.

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

TOTALE GETAL

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

£

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

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE).

SERVICE CARD.

Reg. No. _____

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

RECORD OF EXPERIENCE AS AT _____

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

If employed as _____

_____ for Secretary.

Certified in accordance with the Council's records.

Date _____ Signature of Employee _____

Date _____

SUBSEQUENT EXPERIENCE.

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

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

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE).

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

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

APPLICATION FOR EMPLOYEE'S SERVICE RECORD CARD.

Name of Firm _____

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

Name of Applicant _____

Formerly known as _____

Residential Address _____

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

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

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

Witness.

Date.

Signature of Prospective Employee.

(FOR USE OF COUNCIL OFFICE ONLY.)

Total Assessment of Experience _____ years _____ months _____ days.

Checked by _____ No. of Service Record Card issued _____ Date _____

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE).

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

WEEKLY RETURN OF ENGAGEMENTS AND TERMINATIONS OF SERVICE.

Week ended _____ Employer _____
Address _____

PART I.—ENGAGEMENTS.

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

PART II.—TERMINATION OF SERVICE.

					Date termina- ted.						

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

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

Signature of Employer or Authorised Agent.

ANNEXURE D.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE).

Name of Factory _____

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

MONTHLY RETURN OF TRANSFERS IN OCCUPATION.

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

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

Date _____ 195_____

Signature of Firm.

ANNEXURE E.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE).

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

DEAR SIR,
Enclosed please find the sum of £ _____ : _____ : _____ representing contributions in terms of Section 19 of the Millinery Agreement

Name of Firm _____

Address _____

RETURN OF EMPLOYEES.

No.

Date.

for week ending

for week ending

for week ending

for week ending

for week ending

TOTAL NO.

employees at 5d. per week for _____ weeks £

Add employer's contribution of 5d. per week per
employee.....£

£

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

★ No. 2111.]

[25 September 1953.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

HOEDENYWERHEID, KAAP.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Hoedenywerheid, Kaap, bekendgemaak by Goewermentskennisgewing No. 2110 van 25 September 1953, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van die genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

★ No. 2111.]

[25 September 1953.]

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

MILLINERY INDUSTRY, CAPE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Millinery Industry, Cape, published under Government Notice No. 2110 of the 25th September, 1953, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

VERSLAE VAN GEKOSE KOMITEES

VAN DIE

VOLKSRAAD

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

VERSLAE VAN NIE MEER AS 100
BLADSYE — 1s.

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

REPORTS OF SELECT COMMITTEES

OF THE

HOUSE OF ASSEMBLY

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

REPORTS NOT EXCEEDING 100
PAGES — 1s.

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