



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE

EXTRAORDINARY

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GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermenskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

No. 241.] [15 Februarie 1957.

NYWERHEID-VERSOENINGSWET, 1956.

HOEDENYWERHEID, TRANSVAAL.

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

(a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiertoe verskyn en op die Hoedenywerheid betrekking het, vanaf die tweede Maandag na die publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1957 eindig, bindend is vir die werkgewers organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of vereniging is;

(b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 27 van genoemde Ooreenkoms vanaf die tweede Maandag na die publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1957 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke of in diens is by genoemde nywerheid in die Provinsie Transvaal; en

(c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 27 van genoemde Ooreenkoms vanaf die tweede Maandag na die publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1957 eindig, in die Provinsie Transvaal *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde nywerheid by die werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hulle diens.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

No. 241.] [15 February 1957.

INDUSTRIAL CONCILIATION ACT, 1956.

MILLINERY INDUSTRY, TRANSVAAL.

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

(a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Millinery Industry, shall be binding from the second Monday after gazettal of this notice and for the period ending 31st day of October, 1957, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that trade union;

(b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 27 (inclusive) of the said Agreement shall be binding from the second Monday after gazettal of this notice, and for the period ending the 31st October, 1957, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Province of the Transvaal; and

(c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Province of the Transvaal, and from the second Monday after gazettal of this notice, and for the period ending the 31st October, 1957, the provisions contained in clauses 3 to 27 (inclusive) of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

Ervaring.	Basies.	Lewens- koste- toelae teen 95 persent.	Totaal.
	£ s. d.	£ s. d.	£ s. d.
Vyfde jaar—			
Eerste dertien weke..	3 10 0	3 6 6	6 16 6
Tweede dertien weke..	3 12 6	3 8 10	7 1 4
Derde dertien weke..	3 15 0	3 11 3	7 6 3
Vierde dertien weke..	3 17 6	3 13 8	7 11 2
(ii) Hoëdemakers, gekwalifiseer	4 0 0	3 16 0	7 16 0
(c) Masjienwerkers—			
Eerste jaar—			
Eerste dertien weke.....	1 10 0	1 8 6	2 18 6
Tweede dertien weke.....	1 13 6	1 11 10	3 5 4
Derde dertien weke.....	1 17 0	1 15 2	3 12 3
Vierde dertien weke.....	2 0 6	1 18 6	3 19 0
Tweede jaar—			
Eerste dertien weke.....	2 4 0	2 1 9	4 5 9
Tweede dertien weke.....	2 7 6	2 5 0	4 12 6
Derde dertien weke.....	2 11 0	2 8 7	4 19 7
Vierde dertien weke.....	2 14 6	2 11 9	5 6 3
Derde jaar—			
Eerste dertien weke.....	2 18 0	2 15 1	5 13 1
Tweede dertien weke.....	3 1 6	2 18 5	5 19 11
Derde dertien weke.....	3 5 0	3 1 9	6 6 9
Vierde dertien weke.....	3 8 6	3 5 0	6 13 6
En daarna.....	3 10 0	3 6 6	6 16 6
(d) Opmakers—			
(i) Opmakers, ongekwalifi- seer—			
Eerste jaar—			
Eerste dertien weke..	1 7 6	1 6 0	2 13 6
Tweede dertien weke..	1 10 0	1 8 6	2 18 6
Derde dertien weke..	1 12 6	1 10 10	3 3 4
Vierde dertien weke..	1 15 0	1 13 3	3 8 3
Tweede jaar—			
Eerste dertien weke..	1 17 6	1 15 8	3 13 3
Tweede dertien weke..	2 0 0	1 18 0	3 18 0
Derde dertien weke..	2 2 6	2 0 4	4 2 10
Vierde dertien weke..	2 5 0	2 2 9	4 7 9
(ii) Opmakers, gekwalifiseer..	2 10 0	2 7 6	4 17 6
(e) Blokkers—			
Eerste jaar—			
Eerste dertien weke.....	1 7 6	1 6 0	2 13 6
Tweede dertien weke.....	1 10 0	1 8 6	2 18 6
Derde dertien weke.....	1 12 6	1 10 10	3 3 4
Vierde dertien weke.....	1 15 0	1 13 3	3 8 3
Tweede jaar—			
Eerste dertien weke.....	1 17 6	1 15 8	3 13 2
Tweede dertien weke.....	2 0 0	1 18 0	3 18 0
En daarna.....	2 5 0	2 2 9	4 7 9
(f) Arbeiders—			
Jeugdiges (onder 21 jaar)..	1 5 0	1 3 9	2 8 9
Volwassenes.....	1 15 0	1 13 3	3 8 3

(2) (a) Die minimum loon en lewenskostetoelae wat aan 'n maandeliks besoldigde werknemer verskuldig is, word bereken teen vier en een-derde maal die weekloon plus lewenskostetoelae wat ooreenkomstig die bepalings van hierdie Ooreenkoms aan hom verskuldig is.

(b) Vir die toepassing van hierdie Ooreenkoms word die loon en lewenskostetoelae wat aan 'n werknemer ten opsigte van een dag betaalbaar is, insluitende 'n dag wat as 'n weeklikse halwe vakansiedag beskou word, tensy anders bepaal word, soos volg bereken:—

- In die geval van inrigtings waar 'n vyfdaagse week gewerk word, die weekloon plus lewenskostetoelae wat die werknemer geregtig is om te ontvang, gedeel deur vyf;
- in die geval van inrigtings waar 'n sesdaagse week gewerk word, die weekloon plus lewenskostetoelae wat die werknemer geregtig is om te ontvang, gedeel deur vyf en 'n half.

(3) 'n Werknemer wat 'n totale besoldiging ontvang wat die minimum basiese loon plus lewenskostetoelae wat in hierdie Ooreenkoms vir 'n werknemer van sy klas en ervaring voorgeskryf word, te bowe gaan, word vir alle toepassings van hierdie Ooreenkoms beskou dat hy slegs dié lewenskostetoelae ontvang wat in subartikels (1) en (4) (c) van hierdie klousule voorgeskryf word en die balans van sodanige totale besoldiging word vir alle doeleindes beskou dat dit sy basiese loon is; met dien verstande dat—

(a) van geen werkgewer vereis kan word om aan 'n werknemer wat sodanige hoër basiese loon ontvang 'n lewenskostetoelae te betaal wat meer is as dié wat in hierdie Ooreenkoms vir 'n werknemer van sy klas en ervaring voorgeskryf word nie.

(4) Niks in hierdie Ooreenkoms kan tot gevolg hê dat dié basiese loonskaal verlaag van 'n werknemer in die nywerheid wat te eniger tyd voor of na die datum waarop hierdie Ooreenkoms in werking tree 'n hoër basiese loon betaal is, of betaal kan word, as die minimum loonskaal wat in hierdie klousule vasgestel is en die werknemer moet steeds die basiese loon betaal word en daartoe geregtig wees om 'n basiese loon betaal te word teen 'n loon van minstens daardie hoër skaal, asof daardie hoër loonskaal die minimum loonskaal ten opsigte van daardie werknemer is.

Experience.	Basic.	Cost of Living Allowance at 95 per cent.	Total.
	£ s. d.	£ s. d.	£ s. d.
Fifth year—			
First thirteen weeks..	3 10 0	3 6 6	6 16 6
Second thirteen weeks	3 12 6	3 8 10	7 1 4
Third thirteen weeks..	3 15 0	3 11 3	7 6 3
Fourth thirteen weeks	3 17 6	3 13 8	7 11 2
(ii) Qualified milliners.....	4 0 0	3 16 0	7 16 0
(c) Machine operators—			
First year—			
First thirteen weeks.....	1 10 0	1 8 6	2 18 6
Second thirteen weeks.....	1 13 6	1 11 10	3 5 4
Third thirteen weeks.....	1 17 0	1 15 2	3 12 3
Fourth thirteen weeks.....	2 0 6	1 18 6	3 19 0
Second year—			
First thirteen weeks.....	2 4 0	2 1 9	4 5 9
Second thirteen weeks.....	2 7 6	2 5 0	4 12 6
Third thirteen weeks.....	2 11 0	2 8 7	4 19 7
Fourth thirteen weeks.....	2 14 6	2 11 9	5 6 3
Third year—			
First thirteen weeks.....	2 18 0	2 15 1	5 13 1
Second thirteen weeks.....	3 1 6	2 18 5	5 19 11
Third thirteen weeks.....	3 5 0	3 1 9	6 6 9
Fourth thirteen weeks.....	3 8 6	3 5 0	6 13 6
And thereafter.....	3 10 0	3 6 6	6 16 6
(d) Trimmers—			
(i) Unqualified trimmers—			
First year—			
First thirteen weeks..	1 7 6	1 6 0	2 13 6
Second thirteen weeks	1 10 0	1 8 6	2 18 6
Third thirteen weeks	1 12 6	1 10 10	3 3 4
Fourth thirteen weeks	1 15 0	1 13 3	3 8 3
Second year—			
First thirteen weeks..	1 17 6	1 15 8	3 13 3
Second thirteen weeks	2 0 0	1 18 0	3 18 0
Third thirteen weeks	2 2 6	2 0 4	4 2 10
Fourth thirteen weeks	2 5 0	2 2 9	4 7 9
(ii) Qualified trimmers.....	2 10 0	2 7 6	4 17 6
(e) Blockers—			
First year—			
First thirteen weeks.....	1 7 6	1 6 0	2 13 6
Second thirteen weeks.....	1 10 0	1 8 6	2 18 6
Third thirteen weeks.....	1 12 6	1 10 10	3 3 4
Fourth thirteen weeks.....	1 15 0	1 13 3	3 8 3
Second year—			
First thirteen weeks.....	1 17 6	1 15 8	3 13 2
Second thirteen weeks.....	2 0 0	1 18 0	3 18 0
And thereafter.....	2 5 0	2 2 9	4 7 9
(f) Labourers—			
Juveniles (under 21 years)....	1 5 0	1 3 9	2 8 9
Adults.....	1 15 0	1 13 3	3 8 3

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

(b) For the purpose of this Agreement, the wage and cost of living allowance payable to an employee in respect of any one day, including any day observed as a weekly half-holiday, shall, unless otherwise provided be calculated as follows:—

- In the case of establishments where a five-day week is being worked, the weekly wage plus cost of living allowance which the employee is entitled to receive divided by five;
- in the case of establishments where a six-day week is being worked, the weekly wage plus cost of living allowance which the employee is entitled to receive divided by five and a half.

(3) Any employee who is in receipt of a total remuneration in excess of the minimum basic wage plus cost of living allowance prescribed in this Agreement for an employee of his class and experience shall be deemed for all purposes under this Agreement to be in receipt of that cost of living allowance only which is prescribed in sub-sections (1) and (4) (c) of this clause and the balance of such total remuneration shall be deemed, for all purposes, to be his basic wage; provided that—

(a) no employer shall be required to pay to an employee who is in receipt of such higher basic wage, a cost of living allowance in excess of that prescribed in this Agreement for an employee of his class and experience.

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

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

(5) (a) Nieteenstaande andersluidende bepalings in hierdie klousule, is die verhogings waartoe 'n werknemer geregtig mag word kragtens die duur van sy ervaring, op die eerste betaaldag van elke kwartaal betaalbaar, d.w.s. in Februarie, Mei, Augustus en November; met dien verstande dat die minimum loon en lewenskostoelae waartoe 'n werknemer in enige kwartaal geregtig is, gebaseer word op sy ervaring bereken aan die end van die voorafgaande kwartaal; en met dien verstande voorts dat as 'n werknemer vir ses weke of langer in 'n kwartaal in diens was, dit vir doeleindes van berekening van sy ervaring beskou word dat hy vir 'n tydperk van dertien weke in daardie kwartaal in diens was; en dat, as hy in 'n kwartaal vir minder as ses weke in diens was, dit vir doeleindes van berekening van sy ervaring beskou word dat hy glad nie in daardie kwartaal in diens was nie.

(b) Vir die toepassing van hierdie subklousule beteken die uitdrukking „ses weke” 'n dienstydperk in enige kwartaal wat begin op die datum van indiensneming van 'n werknemer en eindig op die sesde Vrydag na dié indiensneming, of dienstydperk in 'n kwartaal wat tesame ses volle werkweke uitmaak, bereken van die datum van indienstreding tot die datum van diensbeëindiging.

(c) Die lewenskostoelae wat ingevolge hierdie Ooreenkoms betaalbaar is, moet toelaes insluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, of ingevolge 'n wet wat dit vervang, betaalbaar is, en indien die toelaes wat ingevolge hierdie Ooreenkoms betaalbaar is, te eniger tyd ongunstiger is as die toelaes onder genoemde Oorlogsmaatreël, soos gewysig, of enige wetgewing wat dit vervang, moet die hoër toelaes betaal word.

5. BETALING VAN BESOLDIGING.

(1) Behoudens die bepalings van subklousule (5) van klousule 16 en van klousule 17 van hierdie Ooreenkoms, moet lone en lewenskostoelae en alle ander bedrae, aan 'n werknemer verskuldig, weekliks op Donderdag of Vrydag, watter dag ook al die gewone betaaldag van die betrokke inrigting is, in kontant betaal word, nie later as vyftien minute nadat 'n werknemer vir daardie dag sy werk beëindig het nie; met dien verstande dat waar 'n werknemer se diens nie op die gewone betaaldag van die betrokke inrigting eindig nie, alle bedrae aan hom verskuldig onmiddellik by dié beëindiging betaal moet word; en met dien verstande voorts dat as 'n werknemer korttyd werk, betaling kragtens hierdie subklousule nie later nie as vyftien minute nadat die werknemer sy werk vir die week beëindig het, gedoen moet word.

(2) Lone en ander bedrae moet in toegelakte koevert of ander geskikte, verseëde houers betaal word en moet in elke geval versigelt gaan van 'n skriftelike opgawe, of op 'n koevert gedruk of, waar nodig, in enige ander houer wat gebruik word, ingesluit, wat deur die werknemer gehou moet word en onderstaande moet aangee:—

- Die basiese loonskaal van die werknemer;
- die skaal van lewenskostoelae van die werknemer;
- die week of maand waarvoor betaling geskied;
- die gewone tyd en oortyd wat in daardie week of maand gewerk is;
- die betaling verskuldig ten opsigte van die gewone tyd en oortyd wat gewerk is;
- ekstra bedrae wat betaal word (bv. bonusse, verlofbetaling, ens.);
- besonderhede van aftrekkings deur die werkgever gedoen;
- die werklike bedrag wat aan die werknemer betaal word.

6. AFTREKKINGS.

Behoudens die bepalings van klousule 17 van hierdie Ooreenkoms is elke werknemer daartoe geregtig om minstens sy volle weekloon, plus lewenskostoelae, op die gewone betaaldag van die betrokke inrigting te ontvang, en 'n werkgever mag geen gedeelte van die besoldiging wat deur 'n werknemer verdien is, weerhou nie, ook mag die werknemer geen boetes op of aftrekkings van watter aard ook al gemaak word van die bedrae aan 'n werknemer verskuldig vir werk deur hom gedoen of wat andersins uit sy diens voortvloei nie; met dien verstande dat—

- as 'n werknemer van werk wegbly of diens by 'n werkgever na die begin van die werkweek van die betrokke inrigting aanvaar, 'n eweredige bedrag vir die werklike tyd wat verloor is, van die loon, plus lewenskostoelae, van die werknemer gemaak mag word;
- waar korttyd ingevoer is, werknemers vir die werklike tyd wat hulle gewerk het, betaal mag word, uitgesonderd in die geval waar korttyd op 'n godsdienstige dag gedurende September of Oktober gewerk word;
- behoudens klousule 13 van hierdie Ooreenkoms, as 'n werkgever sy inrigting vir 'n tydperk van hoogstens vier weke gedurende die maande Desember en/of Januarie weens die vakansieseisoen sluit, die werknemer nie verplig is om lone of lewenskostoelae te betaal vir die tydperk wat die sluiting langer duur as die jaarlikse verlof met volle betaling wat in subklousule (1) van klousule 13 vermeld word nie. As 'n werkgever sy inrigting vir 'n langer tydperk as vier weke gedurende die maande Desember en/of Januarie sluit, mag aftrekkings vir die tydperk wat die sluiting langer as vier weke duur, slegs ooreenkomstig die voorbehoudsbepaling van subklousule (5) van klousule 13 geskied; voorts, met dien verstande dat sodanige werkgever sy werknemers nie later nie as twee dae voor die sluiting

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

(5) (a) Notwithstanding anything to the contrary contained in this clause, the increases to which an employee may become entitled by reason of the length of his experience, shall become payable on the first pay day of each quarter, i.e. of February, May, August and November; provided that the minimum wage and cost of living allowance to which an employee is entitled in any quarter shall be based upon his experience computed at the end of the preceding quarter; and provided further that if an employee has been in employment for six weeks or more in any quarter he shall, for the purpose of computing his experience, be deemed to have been in employment for a period of 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.

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

(c) The cost of living allowance payable in terms of this Agreement shall be inclusive of any allowances payable under War Measure No. 43 of 1942, as amended, or any legislation replacing it, and if the allowances payable in terms of this Agreement are at any time less favourable than the allowances in the said War Measure, as amended, or any legislation replacing it, the higher allowances shall be paid.

5. PAYMENT OF REMUNERATION.

(1) Subject to the provision of sub-clause (5) of clause 16 and of clause 17 of this Agreement, wages and cost of living allowances 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 Thursday or Friday, whichever is the ordinary pay day of the establishment concerned; provided that where an employee's service does not terminate on the ordinary pay day of the establishment concerned, any amounts due to him shall be paid immediately upon such termination; and provided further that when an employee is working short-time, payment in terms of this sub-clause shall be made not later than fifteen minutes after the employee finishes work for the week.

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

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

6. DEDUCTIONS.

Subject to the provisions of clause 17 of this Agreement, every employee shall be entitled to receive, on the ordinary pay day of the establishment concerned, not less than his full weekly wage plus cost of living allowance, and an employer shall not withhold any portion of any remuneration earned by an employee, nor shall any fines be levied against an employee or any deductions whatsoever be made from any amounts due to an employee for work performed by him or otherwise arising from his employment; provided that—

- where an employee absents himself from work or commences employment with an employer after the beginning of the working week of the establishment concerned, a pro rata amount for the actual time lost may be deducted from the wage plus cost of living allowance of such employee;
- where short-time has been introduced, the employees may be paid for the actual time worked; except in the case of short-time worked on any religious day during September, October;
- subject to the provisions of clause 13 of this Agreement, where an employer closes his establishment for a period not exceeding four weeks during the month of December and/or January due to holiday recess, no wages or cost of living allowance need be paid by such employer for the period in excess of the annual leave on full pay referred to in sub-clause (1) of clause 13; where an employer closes his establishment for a period exceeding four weeks during the months of December and/or January, deductions for the period in excess of the four weeks may be made only in terms of the proviso to sub-clause (5) of clause 13; provided further that such employer shall notify his

van die inrigting vir die jaarlikse verloftydperk of skriftelik of deur middel van 'n kennisgewing wat op 'n maklik toeganklike plek in die inrigting opgeplak moet word in kennis moet stel van sy voorneme ten opsigte van sodanige tydperk waartydens hy van plan is om sy inrigting te sluit sonder besoldiging aan sy werknemers en hy moet die datum waarop die inrigting sal heropen aldus bekendmaak;

- (d) as 'n werkgewer die werknemers van tee of 'n ander drankvoorsien, hy ten opsigte daarvan van die loon van elke sodanige werknemer ses pennies per week mag aftrek;
- (e) met die skriftelike toestemming van die werknemer, aftrekkings deur 'n werkgewer gedoen kan word vir vakansie-, versekerings-, voorsorgs- of pensioenfondse, of vir bydraes tot die fondse van die vakvereniging, of vir kunstandeplate of ander tandheelkundige werk waarvoor nie andersins voorsiening gemaak is nie;
- (f) bydraes tot Raadsfondse ooreenkomstig klousule 25 van hierdie Ooreenkoms afgetrek moet word;
- (g) bydraes tot die Mediese Bystandsvereniging ooreenkomstig klousule 26 van hierdie Ooreenkoms afgetrek moet word;
- (h) bydraes tot die Slaptetydfonds ooreenkomstig klousule 27 van hierdie Ooreenkoms afgetrek moet word;
- (i) as daar, weens stilstand van masjinerie, geen werk vir 'n werknemer te doen is nie, die werkgewer van die loon en lewenskostetoelae van die werknemer slegs ten opsigte van die ure wat die verlore tyd langer as twee uur duur, aftrekkings mag doen;
- (j) elke bedrag, wat 'n werkgewer kragtens enige wet of in bevel van 'n bevoegde hof verplig of veroorloof is om af te trek, afgetrek mag word;
- (k) 'n werkgewer sy inrigting op enige openbare vakansiedag wat nie in subklousule (1) van klousule 14 genoem word nie mag sluit en hy in daardie geval nie verplig is om lone of lewenskostetoelae ten opsigte van enige sodanige dag te betaal nie; met dien verstande dat hy, deur middel van 'n kennisgewing wat op 'n opvallende plek in sy inrigting vertoon is, minstens vier-en-twintig uur voor die gewone begintyd sy werknemers van sy voorneme om die inrigting op daardie vakansiedag te sluit, in kennis gestel het; en vir die toepassing van klousule 16 (1) (d) word dit nie as korttyd gereken nie;
- (l) 'n werkgewer geen aftrekking van sy werknemers se lone doen vir enige dag in die maande September/Okttober waarop hy sy inrigting sluit en wat met 'n godsdienstige dag saamval nie.

7. KORTTYD.

(1) As die voorneme bestaan om korttyd in te voer, moet 'n kennisgewing met vermelding van daardie feit op 'n opvallende plek in die betrokke inrigting vertoon word en wel voor of om 2 nm. op die dag voor die datum van sodanige korttyd; met dien verstande dat 'n werknemer wat hom op enige dag by die inrigting aanmeld, tensy hy kennis ingevolge hierdie klousule gekry het dat sy dienste nie vir daardie hele dag nodig sou wees nie, vir minstens die oggendwerktyd in diens geneem moet word of volle betaling in plaas daarvan betaal word.

(2) As die voorneme bestaan om korttyd vir 'n ononderbroke tydperk van twee of meer dae in te voer, moet van die voorneme om dit te doen, die datum waarop korttyd sal begin en die waarskynlike duur van die korttyd, skriftelik kennis gegee word aan die Raad, gelyktydig met die vertoning van die kennisgewing ter inligting van die werknemers, soos vereis by subklousule (1) hiervan.

(3) Ingeval daar korttyd in 'n inrigting gewerk word, moet die werk so eweredig moontlik onder die werknemers in elkeen van die betrokke onderafdelings of departemente verdeel word.

8. TAAKWERK, STUKWERK EN BONUSBETALINGS.

(1) Geen werknemer mag in 'n inrigting vir taakwerk of stukwerk gebruik word nie; met dien verstande dat 'n werkgewer behoudens die bepalings hiervan met een of meer van sy werknemers mag ooreenkom aangaande die betaling van bonusse vir werk wat die werknemer of werknemers bo en behalwe die gewone dag se werk of week se werk verrig; met dien verstande voorts dat 'n bonus wat kragtens hierdie subklousule aan 'n werknemer betaal word, bo en behalwe die minimum loon, plus die lewenskostetoelae wat vir hom in die Ooreenkoms voorgeskryf word, betaal moet word.

(2) Die invoering van 'n stelsel van bonusbetalings moet vrywillig wees vir sowel die werkgewers as die werknemers en mag plaasvind slegs as daar onderling daarvoor ooreengekom is. Voorts moet die werkgewer en werknemer of werknemers onderling ooreenkom betreffende die gewone dag of week se werk, en die bonusskaal waarvolgens betaling geskied, moet gebaseer word op die arbeidskoste per produksie-eenheid soos dit voor die invoering van die bonussstelsel was.

(3) Elke werkgewer wat 'n bonussstelsel in sy inrigting invoer, moet—

- (a) binne veertien dae vanaf die datum waarop die stelsel in sy inrigting in werking tree, die Raad skriftelik daarvan in kennis stel; en
- (b) boekhou van die betaling van bonusse aan elkeen van sy werknemers, deur in die gewone tyd- en loonregister van sy inrigting aantekening te maak van die bedrag wat as bonus op elke betaaldag betaal word, wanneer dit die geval is.

employees not later than two days before the closing of the establishment for the annual leave period, either in writing or by notice posted in an easily accessible position in his establishment, of his intention in respect of such period, during which he intends closing his establishment without remuneration to his employees, indicating the date of re-opening of establishment;

- (d) where an employer supplies his employees with tea or some other beverage he may in respect thereof deduct sixpence per week from the wages of each such employee;
- (e) with the written consent of the employees, deductions may be made by an employer for holiday, insurance provident or pension funds, or for contributions to the funds of the trade union, or for dental plates or other dental work not otherwise provided for;
- (f) contributions to the Council Funds shall be deducted in terms of clause 25 of this Agreement;
- (g) contributions to the Medical Benefit Society shall be deducted in terms of clause 26 of this Agreement;
- (h) contributions to the Slack Pay Fund shall be deducted in terms of clause 27 of this Agreement;
- (i) if, owing to the stoppage of machinery, no work is available for an employee, deductions may be made by the employer from the wage plus cost of living allowance of such employee only for time lost in excess of two hours;
- (j) any amount which an employer is required or permitted to deduct by any law or any order of any competent court, may be deducted;
- (k) an employer may close his establishment on any public holiday not mentioned in sub-clause (1) of clause 14 and in that event he shall not be obliged to pay wages or cost of living allowances in respect of any such day; provided that 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, of his intention to close the establishment on such holiday, and this shall not be considered as short-time for the purpose of clause 16 (1) (d);
- (l) no employer shall make any deduction from the wages of his employees for any day during the months of September/October on which he closes his establishment, which coincides with any religious day.

7. SHORT-TIME.

(1) Whenever it is intended to introduce short-time, a notice stating that fact shall be displayed prominently in the establishment concerned, not later than 2 p.m. on the day previous to the commencement of such short-time; provided that an employee who attends the establishment on any day shall, unless he has received notice in terms of this clause that his services will not be required for the whole of such day, be employed for at least the morning work period or be given full pay in lieu thereof.

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

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

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

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

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

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

- (a) notify the Council in writing within fourteen days of the date on which the system comes into operation in his establishment; and
- (b) keep a record of the bonus payments made to each of his employees by recording the amount, if any, paid as a bonus on each pay day in the usual time and wage register of the establishment.

(4) Vir die toepassing van hierdie klousule beteken „taakwerk” die voorskryf deur die werkgewer of sy verteenwoordiger van ’n bepaalde getal hoede of gedeeltes van hoede wat ’n werknemer binne ’n gegewe tyd moet maak; en beteken „stukwerk” ’n stelsel, uitgesonderd taakwerk, waarvolgens besoldiging bereken word volgens die hoeveelheid of opbrengs van die werk wat verrig word.

9. GEWONE WERKURE.

(1) Behoudens die bepalinge van klousule 10 van hierdie Ooreenkoms, mag geen werkgewer van ’n werknemer eis, of toelaat, dat hy soos volg werk nie:—

- (a) In ’n week meer as twee-en-veertig en ’n half uur, uitgesonderd middagetenstyd;
- (b) in die geval van winkels, op meer as ses dae, en in die geval van alle ander inrigtings, op meer as vyf dae in ’n week;
- (c) in die geval van winkels, op Sondag, en in die geval van alle ander inrigtings op Saterdag of Sondag;
- (d) in die geval van winkels, langer as agt en ’n half uur, en in die geval van alle ander inrigtings langer as nege uur op ’n dag;
- (e) in die geval van winkels, voor 7.30 v.m. of na 6 n.m. op ’n dag van Maandag tot en met Vrydag, of na 1 n.m. op Saterdag;
- (f) in die geval van inrigtings, uitgesonderd winkels, voor 7.30 v.m. of na 6 n.m. op enige dag van Maandag tot en met Vrydag;
- (g) gedurende rustye wat in hierdie klousule voorgeskryf word, of gedurende die middagetenstyd;
- (h) vir ’n aaneenlopende tydperk van vyf uur sonder ’n onderbroke tussenpoos van minstens een uur.

(2) ’n Werkgewer wat in enige opsig die aanvangs- of sluitings-tyd van werkure in sy inrigting op enige dag verander, moet binne veertien dae na die datum waarop die verandering in werking gestel is, die Raad skriftelik daarvan in kennis stel; met dien verstande dat as so ’n verandering vir ’n tydperk van hoogstens twee weke toegepas is en die inrigting na verloop van dié tydperk terugkeer tot die werkure wat van krag was voordat die wysiging ingevoer is, dit nie nodig is om die Raad in kennis te stel nie, soos hierin voorgeskryf.

(3) (a) Rustye van minstens tien minute, waarin geen werk verrig mag word nie, moet aan elke werknemer toegestaan word so na moontlik aan die middel van elke môre- en namiddag-werktydperk en dié tussenpose word beskou as tyd waarin gewerk is.

(b) Gereedskap en kookwater om drankte te maak, moet deur die werkgewer verskaf en vir die werknemers beskikbaar gestel word aan die begin van elke rustyd en ook tydens die middagete.

10. OORTYD.

(1) Ondanks die bepalinge van klousule 9 van hierdie Ooreenkoms mag ’n werkgewer ’n werknemer toelaat om oortyd te werk, behoudens die bepalinge van subklousule (2) van hierdie klousule en van klousule 11, en reëlings vir ’n werknemer tref om oortydwerk te doen, behoudens ook die bepalinge van subklousule (3) en (4) hiervan; met dien verstande dat geen werkgewer van ’n vroulike werknemer mag vereis of dit mag toelaat dat sy oortyd soos volg werk nie:—

- (a) Vir langer as twee uur op ’n dag;
- (b) op meer as drie opeenvolgende dae;
- (c) op meer as sestig dae in ’n jaar;
- (d) later as 6 n.m.;
- (e) na voltooiing van haar gewone werkure, vir langer as een uur op ’n dag, tensy hy—
 - (i) daardie werknemer voor 12-uur middag op daardie dag daarvan in kennis gestel het; of
 - (ii) daardie werknemer van ’n toereikende maal voorsien het voordat sy moet begin oortyd werk; of
 - (iii) daardie werknemer betyds minstens een sjieling en ses pennies betaal het om die werknemer in staat te stel om ’n ete te verkry voor met die oortyd begin moet word.

(2) Oortyd, dit wil sê, tyd waarin gewerk word buite die gewone werkure soos voorgeskryf in klousule 9 hiervan, mag nie gewerk word nie, behalwe met skriftelike toestemming van die Raad.

(3) Van geen werknemer mag sonder sy eie toestemming vereis word dat hy oortyd werk nie.

(4) Geen werknemer mag op grond van sy weiering om oortyd te werk, ontslaan of op enige wyse in sy werk benadeel word nie.

11. OORTYDSKALE.

(1) Behoudens subklousule (2) hiervan, moet betaling vir oortydwerk teen onderstaande minimum skale gedoen word:—

- (a) Teen anderhalfmaal die uurloon, plus lewenskostoelae, vir elke uur, of deel van ’n uur aldus op weekdae gewerk, met inbegrip van Saterdag; met dien verstande dat as oortyd, bereken op ’n daaglikse basis, verskil van dié bereken op ’n weeklikse basis, die gunstiger basis vir die werknemer aangeneem moet word.

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

9. ORDINARY HOURS OF WORK.

(1) Subject to the provisions of clause 10 of this Agreement, an employer shall not require or permit an employee—

- (a) to work for more than forty-two and one-half hours, excluding lunch breaks, in any one week;
- (b) to work on more than six days in any one week in the case of shops, and on more than five days in the case of all other establishments;
- (c) to work on Sundays in the case of shops, and on Saturdays or Sundays in the case of all other establishments;
- (d) to work for more than eight and one-half hours in any one day in the case of shops, and for more than nine hours in the case of all other establishments;
- (e) to work, in the case of shops, before 7.30 a.m. or after 6 p.m. on any day from Monday to Friday, inclusive, or after 1 p.m. on Saturday;
- (f) to work, in the case of establishments other than shops, before 7.30 a.m. or after 6 p.m. on any day from Monday to Friday inclusive;
- (g) to work during the rest intervals provided for in this clause, or during the lunch break;
- (h) to work for longer than five hours without an uninterrupted break of at least one hour.

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

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

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

10. OVERTIME.

(1) Notwithstanding the provisions of clause 9 of this Agreement, an employer may permit any employee to work overtime, subject to the provisions of sub-clause (2) of this clause and of clause 11, and may arrange for any employee to work overtime, subject in addition to the provisions of sub-clauses (3) and (4) hereof; 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) later than 6 p.m.;
- (e) after the completion of her ordinary working hours, for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday on that day; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee an allowance of not less than one shilling and six pennies in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

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

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

11. OVERTIME RATES.

(1) Subject to sub-clause (2) hereof, payment for overtime worked shall be made at the following minimum rates:—

- (a) At the rate of one and one-half times the hourly wage plus cost of living allowance for each hour or part of an hour so worked on weekdays, including Saturdays; provided that if overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted.

(b) As 'n werknemer 'n tyd lank op 'n Sondag werk, moet sy werkgever hom of minstens dubbel die volle loon betaal, plus lewenskostetoelae, wat ten opsigte van 'n gewone werkdag betaalbaar is; of die werknemers minstens anderhalfmaal die gewone uurloon betaal, ten opsigte van elke uur of gedeelte van 'n uur werklik op dié Sondag gewerk, en hom daarbenewens een dag verlof met volle betaling binne sewe dae toestaan.

(2) Behoudens die voorafgaande toestemming van die Raad, kan 'n werkgever ten einde tyd in te haal wat verloor is deur nie op 'n openbare vakansiedag [uitgesonderd dié genoem in klousule 14 (1) van hierdie Ooreenkoms] te werk nie, sy werknemers toelaat om enige dag (uitgesonderd Sondag) voor of na dié openbare vakansiedag teen gewone loonskale te werk.

12. GETALLEVERHOUDING ONDER WERKNEMERS.

(1) Een gekwalifiseerde hoedemaakster en een gekwalifiseerde opmaker moet in diens wees alvorens enige ongekwalifiseerde hoedemaaksters of opmakers in 'n inrigting in diens geneem mag word. Vir elke 5 ongekwalifiseerde hoedemaaksters en/of opmakers in enige inrigting in diens, moet minstens een gekwalifiseerde opmaker en een gekwalifiseerde hoedemaakster in diens wees; met dien verstande dat 'n gekwalifiseerde hoedemaakster met 'n gekwalifiseerde opmaker uitgeruil kan word.

(2) Vir die toepassing van hierdie klousule, beteken 'n gekwalifiseerde hoedemaakster 'n werknemer wat minstens die loon, plus lewenskostetoelae, van 'n gekwalifiseerde hoedemaakster soos in hierdie Ooreenkoms voorgeskryf, verdien; 'n ongekwalifiseerde hoedemaakster, 'n werknemer wat 'n loon, plus lewenskostetoelae, wat minder is as wat in hierdie Ooreenkoms vir 'n gekwalifiseerde hoedemaakster voorgeskryf word, verdien; 'n gekwalifiseerde opmaker, 'n werknemer wat minstens die loon, plus lewenskostetoelae, van 'n gekwalifiseerde opmaker, soos in hierdie Ooreenkoms voorgeskryf verdien en 'n ongekwalifiseerde opmaker 'n werknemer wat 'n loon, plus lewenskostetoelae, ontvang wat minder is as wat in hierdie Ooreenkoms vir 'n gekwalifiseerde opmaker voorgeskryf word.

(3) 'n Werkgever wat uitsluitlik of hoofsaaklik die werk van 'n hoedemaakster of opmaker verrig, kan vir die doel van die getalleverhouding onder die werknemers as 'n gekwalifiseerde hoedemaakster of 'n gekwalifiseerde opmaker beskou word; met dien verstande dat as 'n werkgever besigheid by meer as een inrigting dryf, hy nie as 'n gekwalifiseerde hoedemaakster of 'n gekwalifiseerde opmaker ten opsigte van meer as een sodanige inrigting beskou mag word nie.

(4) 'n Werkgever wat uitsluitlik of hoofsaaklik die werk van 'n hoedemaakster of opmaker verrig en wat van die bepalinge van subklousule (3) van hierdie klousule gebruik maak, moet binne veertien dae na die datum waarop hy begin het om die getalleverhouding onder sy werknemers op die basis van genoemde bepalinge te bereken, die Raad skriftelik daarvan in kennis stel.

13. JAARLIKSE VERLOF.

Behoudens die bepalinge van klousule 17 van hierdie Ooreenkoms, geld die volgende:—

(1) Elke werkgever moet gedurende Desembermaand van elke jaar en op of voor die laaste betaaldag van die inrigting vir die jaar, aan elkeen van sy werknemers wat van enige datum voor die eerste dag van Februarie van dieselfde jaar in sy diens was en wie se dienste nie voor 1 Desember van daardie jaar beëindig is nie, drie weke jaarlikse verlof met volle betaling toestaan; met dien verstande dat die werknemer geregtig is om sy verlof voor die laaste betaaldag van die inrigting vir die jaar, maar na 1 Desember, te neem.

(2) Die werkgever moet die verlofbetaling, ingevolge subklousule (1) van hierdie klousule verskuldig, op of voor die laaste werkdag van die werknemer voor die aanvang van die tydperk van jaarlikse verlof, betaal.

(3) 'n Werknemer wie se dienskontrak met 'n werkgever in werking getree het—

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

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

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

moet, indien hy vir 'n tydperk van minstens 'n maand by dieselfde werkgever in diens was, minstens een-vierde van sy weekloon, plus lewenskostetoelae, betaal word ten opsigte van elke voltooide diensmaand by dié werkgever gedurende daardie werkjaar. Die werkgever moet die verlofbesoldiging wat ingevolge hierdie klousule verskuldig is, na gelang van die geval, nie later as die laaste werkdag van die werknemer voor die aanvang van die tydperk van vakansieverlof, of op die dag wat die werknemer die werkgever se diens verlaat, betaal nie.

(4) Die betaling ten opsigte van jaarlikse verlof wat kragtens hierdie klousule verskuldig is, moet bereken word teen die loonskaal, plus lewenskostetoelae, wat die werknemer ontvang het of geregtig was om te ontvang onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens beëindig is, na gelang van die geval.

(b) If an employee works for any length of time on a Sunday his employer shall either pay such employee not less than double the full wage plus cost of living allowance payable in respect of a normal working day; or pay the employee not less than one and one-half times the normal hourly rate, in respect of each hour or part of an hour actually worked on such Sunday, and in addition grant him within seven days, one day's holiday on full pay.

(2) Subject to the prior consent of the Council, an employee may, in order to make up time lost through not working on a public holiday [other than those holidays referred to in clause 1

(1) of this Agreement] permit his employees to work overtime on any day not being a Sunday prior or subsequent to such public holiday, at ordinary rates of pay.

12. PROPORTION OR RATIO OF EMPLOYEES.

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

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

(3) An employer who is wholly or mainly engaged in performing the work of a milliner or trimmer may, for the purpose of the ratio of employees, be deemed to be a qualified milliner or qualified trimmer; provided that where an employer carries on business in more than one establishment he shall not be deemed to be a qualified milliner or qualified trimmer in respect of more than one such establishment.

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

13. ANNUAL LEAVE.

Subject to the provisions of clause 17 of this Agreement:—

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

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

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

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

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

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

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

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

- (5) Behoudens die bepalings van subklousule (c) van klousule 6, as 'n werkgewer sy inrigting vir 'n tydperk van meer as vier weke gedurende die maande Desember en/of Januarie weens die vakansieseisoen sluit, moet die werkgewer aan elkeen van sy werknemers vir die tydperk wat die sluiting langer as vier weke duur, volle loon plus lewenskostetoelae betaal; met dien verstande dat 'n werkgewer voor die vyftiende dag van November van elke jaar by die Raad mag aansoek doen om skriftelike toestemming om sy inrigting vir 'n tydperk van langer as vier weke gedurende die maande Desember en/of Januarie na genoemde vyftiende dag van November te sluit, en as die Raad toestemming verleen, is die bepalings van hierdie subklousule ten opsigte van die betaling van lone en lewenskostetoelae vir die tydperk wat die sluiting langer as vier weke duur, nie van toepassing nie.
- (6) Ingeval 'n inrigting vir 'n tydperk sluit wat Geloftedag of Kersdag of Nuwejaarsdag insluit, moet die werkgewer elkeen van sy werknemers op die laaste werkdag van die jaar, bo en behalwe hul jaarlikse verlofbetaling, 'n volle dag se loon, plus lewenskostetoelae, ten opsigte van elke sodanige dag betaal.
- (7) Vir die toepassing van hierdie klousule beteken „diensmaand” 'n tydperk van een kalendermaand van die datum waarop die werknemer by 'n bepaalde werkgewer begin werk, en „laaste betaaldag van die inrigting vir die jaar”, 24 Desember.

14. VAKANSIEDAE MET BETALING.

Behoudens die bepalings van klousule 17 van hierdie Ooreenkoms moet—

- (1) elke werkgewer aan elkeen van sy werknemers Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Meidag (1 Mei), Geloftedag (16 Desember) en Kersdag as vakansiedae met besoldiging toestaan en op geeneen van hierdie dae mag 'n werkgewer 'n werknemer laat werk en 'n werknemer werk nie;
- (2) werknemers, as enigenen van hierdie vakansiedae met betaling op Saterdag of Sondag val, 'n volle dag se besoldiging plus lewenskostetoelae, ten opsigte van dié dag betaal word;
- (3) 'n werknemer wat diens opsê, of kennisgewing van diensbeëindiging ontvang, op of na 1 Desember van enige jaar, 'n volle dag se besoldiging plus lewenskostetoelae, ten opsigte van die betaalde vakansiedae, Geloftedag, Kersdag en Nuwejaarsdag betaal word; met dien verstande dat bostaande nie van toepassing is in die geval van 'n werknemer wat weens wangedrag ontslaan word, of wat na 1 Julie van daardie jaar by dié werkgewer in diens getree het nie.

15. UITBESTEDING VAN WERK.

Geen werkgewer mag werk uitbestee nie, behalwe waar dit gedoen sal word in 'n werkwinkel wat ooreenkomstig klousule 19 van hierdie Ooreenkoms geregistreer is; en geen werkgewer mag van 'n werknemer vereis of dit toelaat dat hy werk in die hoedenywerheid elders verrig nie, behalwe in 'n inrigting wat die werkgewer verskaf, intrus, in stand hou en beheer.

16. DIENSBEÏNDIGING.

(1) Behoudens die bepalings van klousule 17 en subklousule (4) van hierdie klousule, moet 'n werkgewer of 'n werknemer minstens een week skriftelik kennis gee van sy voorneme om die diens te beëindig, gereken van die gebruikelike betaaldag van die werknemer; met dien verstande dat dit geen uitwerking het op die volgende nie:—

- (a) 'n Werkgewer of werknemer se reg om die dienskontrak sonder opsegging te beëindig om enige goeie rede wat by wet as voldoende erken word;
 - (b) 'n ooreenkoms tussen die werkgewer en werknemer waarby voorsiening vir 'n langer diensopseggingstyd as een week gemaak word, nl. in dié geval wanneer die langer tydperk van kennisgewing vereis word; en met dien verstande voorts dat—
 - (c) 'n werkgewer lone plus lewenskostetoelae aan 'n werknemer kan betaal ten opsigte en in plaas van die diensopsegging na te kom wat in subklousule (1) hiervan voorgeskryf, of waarop ingevolge paragraaf (b) hiervan ooreengekom is;
 - (d) 'n werknemer wat korttyd werk, sy diens sonder kennisgewing kan beëindig;
 - (e) dit beskou word dat die diens tydperk van 'n werknemer wat op die datum van indiensneming begin en op of voor die tweede betaaldag na indiensneming eindig, tensy by skriftelike ooreenkoms die teenoorgestelde bepaal is, 'n proeftydperk is en dat dié diens sonder voorafgaande diensopsegging deur die werkgewer of die werknemer beëindig kan word.
- (2) 'n Werknemer wat buite werk gestel word in die loop van 'n diensopseggingstydperk waarvan kennis ooreenkomstig hierdie Ooreenkoms gegee is; moet volle loon vir daardie diensopseggingstydperk ontvang.
- (3) As 'n werknemer van werk afwesig is—
- (a) weens siekte, ongeluk of swangerskap as die werkgewer binne drie dae na die begin van die afwesigheid in kennis gestel is; of

- (5) Subject to the provisions of sub-clause (c) of clause 6, where an employer closes his establishment for a period exceeding four weeks during the months of December and/or January due to holiday recess, the employer shall pay full wages and cost of living allowance to each of his employees for the period in excess of the four weeks that the establishment is closed. Provided that an employer may, before the fifteenth day of November in each year, apply to the Council for written permission to close his establishment for a period exceeding four weeks during the months of December and/or January following the said fifteenth day of November, and, if such permission is granted by the Council, the provisions of this sub-clause in regard to the payment of wages and cost of living allowance for the period in excess of four weeks shall not apply.
- (6) Should an establishment be closed for a period which includes Day of the Covenant, or Christmas Day or New Year's Day the employer shall pay each of his employees on the last working day for the year, over and above their annual leave pay, a full day's wage plus cost of living allowance in respect of each such day.
- (7) For the purpose of this clause, "month of employment" shall mean a period of one calendar month commencing from the date on which the employee commenced work with a particular employer; and "last pay day of the establishment for the year" shall mean the 24th December.

14. PAID HOLIDAYS.

Subject to the provisions of clause 17 of this Agreement—

- (1) every employer shall grant to each of his employees New Year's Day, Good Friday, Easter Monday, May Day (1st of May), Day of the Covenant (16th of December) and Christmas Day as paid holidays, and no employer shall employ an employee and no employee shall work on any one of these days;
- (2) when any one of these paid holidays falls on a Saturday or a Sunday, the employees shall be paid a full day's wage plus cost of living allowances in respect of such day;
- (3) an employee who gives or receives notice to terminate his services on or after the 1st December of any year, shall be paid a full day's wage plus cost of living allowance in respect of each of the paid holidays, Day of the Covenant, Christmas Day and New Year's Day. Provided that this shall not apply in the case of an employee who is dismissed on the grounds of misconduct or who has commenced employment with the employer later than the 1st of July of that year.

15. OUT-WORK.

No employer shall give out-work to be performed except in premises registered in terms of clause 19 of this Agreement, nor shall he require or permit any employee to perform any work in the Millinery Industry elsewhere than in an establishment provided, equipped, maintained and controlled by the employer.

16. TERMINATION OF EMPLOYMENT.

(1) Subject to the provisions of clause 17 and sub-clause (4) of this clause, not less than one week's notice in writing, to take effect from the usual pay day of the employee, shall be given by an employer or employee to terminate a contract of service; provided that this shall not effect—

- (a) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
 - (b) any agreement between the employer and employee providing for a period of notice of equal duration on both sides and for longer than one week, in which case such longer period of notice shall be given; and provided further that—
 - (c) an employer may pay an employee his wage plus cost of living allowance for and in lieu of the period of notice prescribed in sub-clause (1) hereof, or as agreed upon in terms of paragraph (b) above;
 - (d) an employee who is working short-time may terminate his employment without giving notice;
 - (e) the period of employment of an employee commencing on the date of engagement and ending on or before the second pay day subsequent to such engagement shall, unless the contrary is stated in a written agreement, be deemed to be a period of trial and such employment may be terminated by the employer or employee without notice.
- (2) An employee put off during the currency of any period of notice given in terms of this Agreement shall receive full pay for such period of notice.
- (3) Where an employee is absent from work—
- (a) on account of illness, accident or pregnancy, the employer having been notified within three days of the commencement of such absence; or

(b) met verlof, waartoe die werkgewer sy toestemming verleen het of op versoek van die werkgewer, mag die werknemer nie om rede van of tydens dié afwesigheid ontslaan word nie, mits die genoemde tydperk van afwesigheid nie meer is nie as—

- (i) dertien agtereenvolgende weke in die geval van werknemers wat as gevolg van bevalling verplig is om op te hou werk;
- (ii) drie agtereenvolgende weke in die geval van werknemers met tot drie jaar ervaring in die nywerheid;
- (iii) agt agtereenvolgende weke in die geval van werknemers met van drie tot vyf jaar ervaring in die nywerheid;
- (iv) dertien agtereenvolgende weke in die geval van werknemers met meer as vyf jaar ervaring in die nywerheid;

en die kennis in subklousule (1) hiervan genoem, mag nie saamval met enige tydperk van dié afwesigheid nie; met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om 'n doktersertifikaat voor te lê ter staving van 'n siekte of ongeval, wanneer hy na sy werk terugkeer; en voorts met dien verstande dat geen sameval van oorsake tot gevolg sal hê dat die langste tydperk van afwesigheid, wat toelaatbaar is ingevolge enige enkele gebeurtenis genoem in subklousules (i) tot (iv) hiervan, wat van toepassing kan wees, verleng word nie.

(4) Die diens van enige werknemer wat vir 'n tydperk van drie agtereenvolgende werkdade om enige rede van die werk afwesig is sonder om sy werkgewer skriftelik daarvan in kennis te stel, kan deur die werkgewer sonder kennisgewing beëindig word.

(5) (a) Wanneer 'n werkgewer 'n werknemer se diens beëindig kragtens subklousule (4) hiervan, kan aan die Sekretaris van die Raad skriftelik kennis van die beëindiging gegee word. Elke sodanige kennisgewing aan die Raad moet vergesel gaan van twee afskrifte van die dienssertifikaat, in subklousules (3) en (5) van klousule 24 genoem, asook lone, plus lewenskostoelae, verlofbetaling, of ander bedrae aan 'n werknemer by die diensbeëindiging verskuldig, vir oorhandiging aan die werknemer op aanvraag.

(b) Ingevolge subklousule (1) hiervan is die bepalings van hierdie subartikel *mutatis mutandis* op enige diensbeëindiging van toepassing.

17. WERKNEMERS WAT IN WINKELS IN DIENS IS.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is onderstaande bepalings van toepassing ten opsigte van werknemers wat in winkels in diens is:—

(1) Lone, lewenskostoelae en ander bedrae aan 'n werknemer verskuldig, moet maandeliks of weekliks in kontant betaal word en uiterlik vyftien minute nadat die werknemer op die laaste dag van die maand of die weeklikse betaaldag van die inrigting, na gelang van die geval, met werk ophou; met dien verstande dat as die werknemer se diens nie op die laaste dag van die maand of op die weeklikse betaaldag van die inrigting eindig nie, alle bedrae aan hom verskuldig onmiddellik by die beëindiging betaal moet word; en met dien verstande voorts dat as die werknemer korttyd werk, betaling ingevolge hierdie subklousule uiterlik vyftien minute nadat die werknemer vir die maand of week ophou om te werk, na gelang van die geval, moet geskied.

(2) (a) 'n Werknemer, of sy werkgewer, moet in die geval van 'n maandeliks besoldigde werknemer minstens twee weke, en in die geval van 'n weekliks besoldigde werknemer minstens een week, diensopsegging gee; met dien verstande dat dit nie 'n werknemer of 'n werkgewer se reg raak om die diens sonder kennisgewing om enige rede wat by wet as voldoende erken word, te beëindig nie, of enige ooreenkoms tussen 'n werknemer en werkgewer wat voorsiening maak vir 'n tydperk van diensopsegging van gelyke duur deur albei partye en vir langer as twee weke, of een week, na gelang van die geval naamlik in dié geval wanneer die langer tydperk van diensopsegging nagekom moet word.

(b) Die kennis genoem in paragraaf (a) hiervan moet op so 'n tydstip gegee word dat dit—

- (i) in die geval van 'n weekliks besoldigde werknemer, op die gewone weeklikse betaaldag van die inrigting begin;
- (ii) in die geval van 'n maandeliks besoldigde werknemer, op die eerste of vyftiende dag van die maand, na gelang van die geval, begin.

(c) Die proeftyd in klousule 16 (1) (e) van hierdie Ooreenkoms genoem mag nie langer as twee weke wees nie, gereken van die datum van die werknemer se indiensneming af.

(d) Die bepalings van klousule 16 (3) is *mutatis mutandis* van toepassing op werknemers wat in winkels in diens is.

(3) 'n Werknemer wat drie maande diens by dieselfde werkgewer voltooi het, en wat van werk afwesig is as gevolg van siekte of ongeluk wat nie deur sy eie nalatigheid of wangedrag veroorsaak is nie, moet minstens die ekwivalent van die weeklikse besoldiging, plus lewenskostoelae, ontvang wat die werknemer onmiddellik voor die aanvangsdatum van sy afwesigheid van sy werk ontvang het, gedeel

(b) on account of leave with the permission or at the request of the employer, such employee may not be dismissed by reason of or during such absence, subject to the said period of absence not exceeding—

- (i) thirteen consecutive weeks in the case of employees who are obliged to cease work on account of pregnancy
- (ii) three consecutive weeks in the case of employees who have had up to three year's experience in the Industry;
- (iii) eight consecutive weeks in the case of employees who have had between three and five year's experience in the Industry; and
- (iv) thirteen consecutive weeks in the case of employees who have had more than five years' experience in the Industry;

and the notice referred to in sub-clause (1) hereof shall not run concurrently with any period of such absence. Provided that an employer may require an employee to produce a medical certificate in proof of any illness or accident when he returns to work, and provided further that no combination of causes shall serve to increase the longest period of absence permissible in terms of any one contingency mentioned in sub-clauses (i) to (iv) hereof, which may apply.

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

(5) (a) When an employer terminates the services of an employee in terms of sub-clause (4) hereof, advice 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 two copies of the certificate of service referred to in sub-clauses (3) and (5) of clause 24 and by any wages plus cost of living allowance, holiday pay, or other amounts due to the employee on such termination, for transmission to the employee on application.

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

17. EMPLOYEES EMPLOYED IN SHOPS.

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

(1) Wages, cost of living allowances and other amounts due to an employee shall be paid in cash monthly or weekly and not later than fifteen minutes after the employee finishes work on the last day of the month or on the weekly pay day of the establishment, as the case may be. Provided that where the employee's services do not terminate on the last day of the month, or on the weekly pay day of the establishment, any amounts due to him shall be paid immediately upon such termination; and provided further that where the employee is working short-time, payment in terms of this sub-clause shall be made not later than fifteen minutes after the employee finishes work for the month or week, as the case may be.

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

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

- (i) in the case of a weekly paid employee, the usual weekly pay day of the establishment;
- (ii) in the case of a monthly paid employee, the first or fifteenth day of the month, as the case may be.

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

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

(3) An employee who has completed three months' employment with the same employer and who is absent from work through sickness or accident not caused by the employee's own neglect or misconduct, shall be paid not less than the equivalent of the weekly wage plus cost of living allowance which the employee was receiving immediately prior to the date on which his absence from work commenced, divided by six for each day of such

deur ses vir elke dag van so 'n afwesigheid van altesame hoogstens twaalf dae in enige diensjaar, gereken van die datum waarop die werknemer by die werkgever in diens gekom het af; met dien verstande dat die werkgever—

- (a) van sy werknemer kan eis dat hy ten opsigte van 'n afwesigheid van meer as drie dae 'n dokterertifikaat as bewys van die siekte of ongeluk voorleë;
 - (b) die bedrag van enige skadeloosstelling ten opsigte van die siekte of ongeluk, betaalbaar kragtens die bepalinge van die Ongevalwet, 1941, kan aftrek;
 - (c) enige bedrag vir mediese en/of hospitaaldienste wat ten opsigte van die siekte of ongeval kragtens die bepalinge van die Here en Diensbodes Wet bepaal is, kan aftrek.
- (4) Elke weekliks of maandeliks betaalde werknemer is daartoe geregtig om minstens sy volle weekloon of maandloon, plus lewenskostoelae (na gelang van die geval), op die gewone betaaldag van die betrokke inrigting te ontvang, en 'n werkgever mag geen gedeelte van die besoldiging wat deur die werknemer verdien is, weerhou nie; ook mag 'n werknemer geen boetes opgelê word of aftrekkings van watter aard ook al gemaak, word van bedrae aan 'n werknemer verskuldig vir werk deur hom gedoen of wat andersins uit sy diens voortvloei nie, behalwe onderstaande:—
- (a) Met die skriftelike toestemming van sy werknemer, aftrekkings vir vakansie-, versekerings-, voorsorgs-, of pensioenfondse of vakverenigingsgedeelte of vir kunsgebit of ander tandheelkundige werk waarvoor voorsiening nie andersins gemaak word nie.
 - (b) Bydraes aan die Raadsfonds en mediesebystandvereniging en Slaptetydfonds word kragtens klousules 25, 26 en 27 van hierdie Ooreenkoms afgetrek.
 - (c) Behoudens die bepalinge van subklousules (3) en (6) (b), hiervan, wanneer 'n werknemer van sy werk wegbly of werk by 'n werkgever na die aanvang van die werkweek of werkmaand van die betrokke inrigting aanvaar, 'n aftrekking van die loon, plus lewenskostoelae van die werknemer in verhouding tot die tyd wat werklik verloor is;
 - (d) Enige bedrag wat 'n werkgever kragtens 'n wet of bevel van 'n bevoegde hof verplig of veroorloof is om af te trek.
 - (e) Met skriftelike toestemming van sy werknemer, enige bedrag aan die werkgever verskuldig vir goedere deur die werknemer van die werkgever gekoop; met dien verstande dat geen werkgever van sy werknemer kan eis dat hy goedere van hom of van 'n winkel of persoon deur hom aangewys, koop nie.
 - (f) Ingeval korttyd ingevoer is, mag die werknemers betaal word vir die werklike tyd gewerk.
- (5) Die bepalinge van klousule 13 van hierdie Ooreenkoms is nie op werknemers wat in winkels in diens is, van toepassing nie. Die volgende bepalinge is op sulke werknemers en hul werkgevers van toepassing:—
- (a) 'n Werknemer is geregtig tot agtien opeenvolgende werkdae jaarlikse verlof met volle betaling na elke jaar diens by dieselfde werkgever, en dit moet hom toegestaan word; met dien verstande dat as 'n werkgever en werknemer daartoe ooreenkom, dié verlof nie opeenvolgend hoef te wees nie; en met dien verstande voorts dat as 'n openbare vakansiedag binne die tydperk van die verlof val, daardie openbare vakansiedag as 'n verdere tydperk van verlof met volle betaling aan genoemde tydperk toegevoeg moet word.
 - (b) Die verlof waartoe 'n werknemer kragtens paragraaf (a) hierbo geregtig is, moet toegestaan word op 'n tyd wat deur die werkgever bepaal word, maar nie later as twee maande na voltooiing van die jaar diens waarvoor dit verskuldig is nie.
 - (c) Die verlof aan 'n werknemer kragtens paragraaf (a) hierbo verskuldig, is met volle betaling, en die bedrag ten opsigte daarvan verskuldig, moet in alle gevalle betaal word voor die datum waarop die verlof begin.
 - (d) In plaas van die verlof genoem in paragraaf (a) hiervan, kan aan 'n arbeider, as die werkgever en werknemer daartoe ooreenkom, 'n bedrag betaal word wat minstens die bedrag is wat aan hom ten opsigte van die verlof verskuldig is.
 - (e) 'n Werknemer wie se dienskontrak eindig—
 - (i) in die eerste jaar diens by dieselfde werkgever, na voltooiing van een maand diens, maar voor voltooiing van daardie jaar; of
 - (ii) in enige daaropvolgende jaar diens by dieselfde werkgever, maar voor voltooiing van daardie jaar; moet by die beëindiging, ten opsigte van elke voltooiide maand diens in die genoemde onvoltooiide jaar minstens 1½ dag se betaling, plus lewenskostoelae, betaal word.
 - (f) 'n Werknemer wat geregtig geword het tot 'n tydperk van verlof kragtens paragraaf (a) hiervan en wie se diens eindig voordat daardie verlof toegestaan is, moet by die beëindiging ten opsigte van elke week van die verlof 'n bedrag van minstens die weekloon, plus lewenskostoelae, of 'n *pro rata* gedeelte daarvan ten opsigte van enige deel van 'n betrokke week betaal word.

absence, not exceeding twelve working days in the aggregate in any one year of employment, calculated from the date on which the employee entered his employer's service; provided that the employer may—

- (a) require his employee to produce a medical certificate in respect of any absence in excess of three days in proof of such sickness or accident;
 - (b) deduct the amount of any compensation payable under the provisions of the Workmen's Compensation Act, 1941, in respect of such sickness or accident;
 - (c) deduct any amount paid for medical and/or hospital treatment under the provisions of any Master's and Servant's Law arising out of such sickness or accident.
- (4) Every weekly or monthly paid employee shall be entitled to receive, on the ordinary pay day of the establishment concerned, not less than is full weekly or monthly wage plus cost of living allowance (as the case may be), and an employer shall not withhold any portion of any remuneration earned by an employee, nor shall any fines be levied against an employee or any deductions whatsoever be made from any amounts due to an employee for work performed by him or otherwise arising from his employment, other than the following:—
- (a) With the written consent of his employee, deductions for holiday, insurance, provident or pension funds, for trade union subscriptions or for dental plates and other dental work not otherwise provided for.
 - (b) Contributions to the Council Funds, the Medical Benefit Society and the Slack Pay Fund, which shall be deducted in terms of clauses 25, 26 and 27 of this Agreement.
 - (c) Subject to the provisions of sub-clauses (3) and (6) (b) hereof, where an employee absents himself from work, or commences employment with an employer after the beginning of the working week or month of the establishment concerned, a deduction may be made from the wage plus cost of living allowance of such employee, proportionate to the actual time lost.
 - (d) A deduction of any amount which an employer is by any law or any order of any competent court required or permitted to make.
 - (e) With the written consent of his employee, a deduction of any amounts due to an employer for goods purchased from him by his employee; provided that no employer shall require his employee to purchase any goods from him or from any shop or person nominated by him.
 - (f) Where short-time has been introduced, the employees may be paid for the actual time worked.
- (5) The provisions of clause 13 of this Agreement shall not apply in respect of employees employed in shops. The following provisions shall apply in respect of such employees and their employees:—
- (a) An employee shall be entitled to and be granted eighteen consecutive working days annual leave on full pay after each year of employment with the same employer; provided that where an employer and employee agree, such leave need not be consecutive; and provided further that if any public holiday falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence with full pay.
 - (b) The leave to which an employee is entitled in terms of paragraph (a) above shall be granted at a time fixed by the employer but not later than two months after the completion of the year of employment in respect of which it has accrued.
 - (c) The leave due to an employee in terms of paragraph (a) above shall be on full pay, and the amount due in respect thereof shall, in all cases, be paid before the date of commencement of the leave.
 - (d) In lieu of the leave referred to in paragraph (a) hereof a labourer may, if the employer and employee agree, be paid an amount of not less than the amount due to him in respect of such leave.
 - (e) An employee whose contract of employment terminates—
 - (i) in the first year of employment with the same employer, after the completion of one month's employment but before the completion of such year; or
 - (ii) in any subsequent year of employment with the same employer but before the completion of such year, shall upon such termination, be paid in respect of each completed month of employment of the said uncompleted year and amount not less than one and a half day's wage plus cost of living allowance.
 - (f) An employee who has become entitled to a period of leave in terms of paragraph (a) hereof and whose employment terminates before such leave has been granted shall, upon such termination, be paid in respect of each week of such leave an amount not less than the weekly wage plus cost of living allowance, or a *pro rata* part thereof in respect of any portion of a week involved.

(6) Die bepalinge van klousule 14 van hierdie Ooreenkoms is nie van toepassing op werknemers wat in winkels in diens is nie. Die volgende bepalinge is op sulke werknemers en hulle werkgewers van toepassing:—

- (a) 'n Werknemer is geregtig tot verlof op alle openbare vakansiedae en dit moet aan hom toegestaan word, met betaling van minstens een-sesde van die weekloon, plus lewenskostoelae, ten opsigte van elke sodanige vakansiedag;
 - (b) geen bedrae mag van die werknemer se loon of lewenskostoelae vir openbare vakansiedae, waarop die werknemer nie werk nie, afgetrek word nie, en die bepalinge van klousule 11 (2) van hierdie Ooreenkoms is nie van toepassing op werknemers wat in winkels in diens is nie;
 - (c) werknemers is nie geregtig om ekstra betaling ten opsigte van vakansiedae met betaling, soos in klousule 14 van hierdie Ooreenkoms voorgeskryf is, te ontvang nie.
- (7) (a) Betaling ten opsigte van jaarlikse verlof of vakansie met betaling, kragtens hierdie artikel verskuldig, moet bereken word teen die skaal van besoldiging, plus lewenskostoelae, wat 'n werknemer onmiddellik voor die datum waarop die verlof of betaalde vakansiedag verskuldig geword het, of sy diens geëindig het, na gelang van die geval, ontvang het of waartoe hy geregtig was.
- (b) Vir die toepassing van hierdie klousule beteken „maand diens” 'n tydperk van een kalendermaand wat begin op die datum waarop die werknemer by die besondere werkgewer begin werk het.

18. REGISTRASIE VAN PERSELE.

(1) Elke werkgewer in die hoedenywerheid of okkupeerder van 'n perseel waar een of meer werknemers in diens is in die hoedenywerheid, moet binne een maand van die datum waarop hy met werksaamhede begin, die sekretaris van die Raad skriftelik in kennis stel van die volledige naam waaronder sake gedryf word, die adres van die perseel waar genoemde werksaamhede verrig word, die adres van die kantoor waaruit sake gedryf word, die name van die eienaar of vennote van die firma, of, as dit 'n maatskappy met beperkte aanspreeklikheid is, die name van die sekretaris of direkteure. Daarop moet die sekretaris van die Raad aan genoemde werkgewer of okkupeerder 'n getekende registrasiesertifikaat uitreik. Werksaamhede in die hoedenywerheid mag alleen geskied in persele wat ingevolge hierdie klousule geregistreer is.

(2) Ingeval van 'n verandering in enigeen van die besonderhede in subklousule (1) hiervan genoem, moet die verandering of veranderinge binne twee weke na die datum waarop dit plaasgevind het, aan die sekretaris van die Raad meegedeel word.

(3) Vir die toepassing van hierdie klousule, beteken „okkupeerder” die persoon wat die algemene bestuur en beheer van die persele behartig, en as twee of meer dit behartig, is alle sodanige persone daarby inbegrepe.

19. LEERGELD.

(1) 'n Werkgewer mag geen leergeld vorder of aanneem nie.

(2) Vir die toepassing van hierdie klousule beteken „leergeld”, sonder om die gewone betekenis van die uitdrukking enigsins te beperk, enige vergoeding van watter aard ook al wat in ruil vir opleiding van 'n werknemer gegee word.

20. INDIENSNEMING VAN MINDERJARIGES.

Niemand onder die ouderdom van vyftien jaar mag in die hoedenywerheid in diens geneem word nie.

21. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms aan, of ten opsigte van, enige persoon verleen weens hoë ouderdom, of liggaamsgebrek, of enige ander goeie of voldoende rede, behalwe dat geen vrystelling verleen mag word om 'n vroulike werknemer te verplig of toe te laat om soos volg te werk nie, tensy die werk deur 'n noodgeval veroorsaak word—

- (a) tussen 6 nm. en 6 vm.; of
- (b) na 1 nm. op meer as vyf dae per week.

(2) Die Raad moet die voorwaardes vasstel waarop die vrystelling verleen word en die tydperk waarvoor die vrystelling van krag bly; met dien verstande dat die Raad na goeie dunde, en nadat een week skriftelik kennis van die betrokke persone gegee is, 'n vrystellingsertifikaat kan herroep, ongeag of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die sekretaris van die Raad moet aan elke persoon aan wie vrystelling kragtens die bepalinge van hierdie klousule verleen word, 'n sertifikaat deur hom onderteken, uitreik wat die volgende vermeld:—

- (a) Die naam van die inrigting en/of die betrokke persone;
- (b) Die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes deur die Raad vasgestel waarop vrystelling verleen word; en
- (d) die termyn waarvoor die vrystelling van krag is.

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

- (a) An employee shall be entitled to and be entitled leave on all public holidays and shall be paid in respect of each such holiday not less than one-sixth of the weekly wage plus cost of living allowance;
- (b) no deductions may be made from an employee's wage or cost of living allowance for public holidays on which the employee does not work, and the provisions of clause 11 (2) of this Agreement shall not apply to employees employed in shops;
- (c) employees shall not be entitled to receive extra pay in respect of the paid holidays as provided in clause 14 of this Agreement.

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

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

18. REGISTRATION OF PREMISES.

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

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

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

19. PREMIUMS.

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

(2) For the purpose of this clause, “premium” means, without in any way limiting the ordinary meaning of the term, any consideration of whatever nature given in return for the training of an employee.

20. EMPLOYMENT OF MINORS.

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

21. EXEMPTIONS.

(1) The Council may, on account of old age, infirmity or for any other good or sufficient reason, grant to or in respect of any person or persons, exemption from any of the provisions of this Agreement, except that no exemption may be granted to permit or require a female employee to work, unless the work is necessitated by an emergency—

- (a) between 6 p.m. and 6 a.m.; or
- (b) after 1 p.m. on more than five days per week.

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

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

- (a) the name of the establishment and/or the persons concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed by the Council subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

- (4) Die sekretaris van die Raad moet—
 (a) alle sertifikate wat uitgereik word, in volgorde nommer, en
 (b) van elke sertifikaat wat uitgereik word, 'n afskrif behou;
 (c) as vrystelling aan of ten opsigte van 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer stuur, en omgekeerd.

(5) Die bepalinge van 'n vrystellingsertifikaat ingevolge hierdie klousule moet deur elke werkgewer en werknemer nagekom word.

22. VERTONING VAN OOREENKOMS.

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

23. REKORDS WAT DEUR WERKGEWERS GEHOU MOET WORD.

- (1) Elke werkgewer moet te alle tye en ten opsigte van elke werknemer onderstaande aantekeninge hou:—
 (a) Sy naam voluit, geslag, ouderdom en ras (werknemers bo 21 jaar kan as „volwassenes” aangeteken word);
 (b) die aard en klas van die werk wat verrig word;
 (c) die tye waarop werk elke dag begin en ophou;
 (d) die tye en duur van die tee- en middageteonderbrekings;
 (e) die totale getal gewone ure wat elke dag en elke week gewerk word;
 (f) die totale getalle oortydure wat elke dag en elke week gewerk word;
 (g) die gewone skaal van basiese lone en van lewenskostetoelae per week of per maand;
 (h) die gewone skaal van die totale besoldiging per week, of per maand;
 (i) enige bedrae wat by wyse van bonusse betaal word vir ekstra werk wat verrig is, vakansiedae met betaling, jaarlikse vakansieverlof of ander bykomende bedrae;
 (j) besonderhede van alle bedrae wat van die werknemer se loon afgetrek is;
 (k) die werklike loon, lewenskostetoelae en totale besoldiging wat elke week of maand betaal word.

(2) Elke werkgewer is verplig om die aantekeninge, voorgeskryf in subklousule (1) hiervan, te bewaar vir 'n tydperk van drie jaar nadat die aangetekende gegewens tot stand gekom het en hierdie aantekeninge moet te alle tye gedurende daardie tydperk vir inspeksie beskikbaar gehou word.

24. DIENSSERTIFIKATE, INDIENSNEMINGSVORMS EN LYSIE VAN WERKNEMERS.

(1) 'n Werkgewer moet, voordat hy 'n applikant toelaat om te begin werk, van daardie applikant 'n dienssertifikaat vorder wat deur sy vorige werkgewer in die nywerheid uitgereik is kragtens die bepalinge van subklousule (3) van hierdie klousule, of 'n sertifikaat wat uitgereik is deur die Raad, wat in die vorm van Aanhangsel A van hierdie Ooreenkoms moet wees.

(2) As 'n werkgewer 'n werknemer in diens neem, moet hy ten opsigte van daardie werknemer 'n indiensnemingsvorm invul, wat in die vorm van Aanhangsel B van hierdie Ooreenkoms ten opsigte van daardie werknemer moet wees. Een afskrif van hierdie vorm moet aan die sekretaris van die Raad gestuur word, tesame met die sertifikaat wat deur die werknemer gebring is en wel binne twee weke na die datum waarop daardie werknemer met diens begin het.

(3) Elke werkgewer moet aan elke werknemer 'n dienssertifikaat op die datum van sy diensbeëindiging uitreik en die sertifikaat moet in die vorm van Aanhangsel C van hierdie Ooreenkoms wees.

(4) Elke werkgewer moet een afskrif van elke sertifikaat uitgereik ingevolge subklousules (2) en (3) hiervan, vir 'n tydperk van drie jaar na die uitreikingsdatum behou.

(5) Elke werkgewer moet binne sewe dae na die datum van diensbeëindiging van 'n werknemer, aan die sekretaris van die Raad een afskrif van die dienssertifikaat stuur wat aan die werknemer uitgereik is, tesame met 'n opgawe van die bedrag van jaarlikse verlofbetaling of betaling vir vakansiedae met betaling wat aan elke werknemer by sy diensbeëindiging by die firma betaal is.

(6) As 'n werknemer se diens kragtens klousule 16 (4) van hierdie Ooreenkoms eindig, moet die werkgewer binne drie dae albei afskrifte van die sertifikate, in subklousules (3) en (5) hiervan genoem, aan die sekretaris van die Raad stuur, wat een afskrif aan die werknemer op aanvraag moet stuur.

(7) As 'n werkgewer enigeen van sy werknemers van een klas werk in sy inrigting na 'n ander klas oorplaas (bv. hoedemaakster, opmaker, blokker of arbeider), moet die Raad binne veertien dae vanaf die datum waarop die verandering in die indeling van werknemers plaasgevind het, skriftelik daarvan in kennis gestel word; met dien verstande dat as dié verandering vir 'n tydperk van hoogstens twee weke in werking was en die werknemer na verloop van daardie tydperk teruggeplaas word na die werk wat hy voor die verandering verrig het, die Raad nie soos hierin voorgeskryf in kennis gestel hoef te word nie.

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

22. EXHIBITION OF AGREEMENT.

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

23. RECORDS TO BE KEPT BY EMPLOYERS.

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

24. CERTIFICATES OF SERVICE, ENGAGEMENT FORMS AND LISTS OF EMPLOYEES.

(1) An employer shall, before permitting an applicant for work to commence work, require each applicant to produce either a certificate of service issued by his last employer in the Industry, in accordance with the provisions of sub-clause (3) of this clause, or a certificate issued by the Council, which shall be in the form of Annexure A to this Agreement.

(2) When an employer engages an employee, he shall complete an engagement form, which shall be in the form of Annexure B to this Agreement, in respect of that employee. One copy of this form shall be forwarded to the Secretary of the Council, together with the certificate brought by the employee, within two weeks from the date of commencement of employment of that employee.

(3) Every employer shall issue a certificate of service to every employee on the date of termination of his employment, which shall be in the form of Annexure C to this Agreement.

(4) Every employer shall retain one copy of each certificate issued in terms of sub-clauses (2) and (3) hereof for a period of three years subsequent to the date of issue.

(5) Every employer shall, within seven days of the date of termination of employment of an employee, forward to the Secretary of the Council one copy of the certificate of service issued to the employee, together with a notification of the amount paid to such employee for annual leave and for any paid holidays on termination of his employment with the firm.

(6) Where an employee's employment has been terminated in terms of clause 16 (4) of this Agreement, the employer shall, within three days, forward both copies of the certificate referred to in sub-clauses (3) and (5) hereof, to the Secretary of the Council who shall transmit one copy to the employee on application.

(7) Where an employer transfers any one of his employees from one class of work in his establishment to another class of work (e.g. milliner, trimmer, blocker or labourer), the Council shall be notified in writing of such change in the employee's classification within fourteen days of the date in which the change was put into operation. Provided that where any such change has been in operation for a period of not longer than two weeks and the employee has, at the end of that period, been transferred back to the class of work which he was performing prior to the change, no notification need be sent to the Council as herein prescribed.

(8) (a) Elke werkgewer van weekliks betaalde werknemers moet 'n lys van alle dergelike werknemers in sy diens vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, voor die vyftiende dag van Februarie, Mei, Augustus en November elke jaar, aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, stuur waarin vermeld word, soos dit op die eerste betaaldag in elkeen van genoemde maande voorkom, hul name voluit, geslag, ras, klas werk gedoen (bv. hoedemaakster, opmaker, blokker of arbeider) en hul loonskale en lewenskostetoelae soos op die eerste betaaldag van daardie maand.

(b) Werkgewers van maandeliks betaalde werknemers moet die verlangde lyste ingevolge subklousule A hiervan vereis binne sewe dae van die eerste betaaldag van elke kwartaal instuur.

25. FONDSE VAN DIE RAAD.

Die Raad se geld, wat by die Raad berus en deur die Raad geadministreer word, word op onderstaande wyse verkry:—

(1) Op elke betaaldag nadat hierdie Ooreenkoms in werking tree, moet elke werkgewer drie pennies per week van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, aftrek; met dien verstande dat—

(a) aftrekkings in die geval van werknemers wat maandeliks betaal word, maandeliks gemaak mag word, en in dié geval moet die werkgewer elke betaaldag na die inwerkingtreding van hierdie Ooreenkoms een sjieling en een penny per maand van die loon aftrek van elke werknemer vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word;

(b) behoudens die bepalings van subklousule (c) geen aftrekking vir raadsgeld gedurende daardie week gemaak mag word ingeval 'n weekliks besoldigde werknemer langer as twee dae sonder betaling in 'n week afwesig was nie. In die geval van maandeliks betaalde werknemers moet die gewone aftrekking met drie pennies verminder word ten opsigte van enige week in daardie maand waarin die werknemer langer as twee dae sonder betaling afwesig was;

(c) aftrekkings gemaak moet word van betaling wat deur 'n werknemer ontvang word, voordat hy met jaarlikse verlof gaan, ten opsigte van enige tydperk van verlof en betaalde vakansiedae wat vir die toepassing hiervan as gewone tyd gewerk beskou moet word en met die doel om die aftrekkings te bereken, moet die totaal van die tydperke van dié betaalde verlof en betaalde vakansiedae, by die tydperk getel word wat daardie werknemer gewerk het gedurende die week voordat hy met verlof gegaan het.

(2) Die totale bedrag aldus van werknemers afgetrek, tesame met 'n gelyke bedrag wat deur die werkgewer bygedra moet word, moet deur laasgenoemde aan die sekretaris van die Raad gestuur word en wel binne een week na die datum waarop die bedrae afgetrek moet word, tesame met 'n staat wat die name vermeld van die werknemers van wie bedrae afgetrek is.

26. MEDIËSE BYSTANDSVERENIGING.

(1) Hierby word 'n Mediese Bystandsvereniging wat kragtens vorige ooreenkomste van die Raad ingestel is, en wat voorheen bekend was as die Mediese Hulpvereniging van die Transvaalse Hoedenywerheid, voortgesit; van hede af aan staan dit bekend as die Mediese Bystandsvereniging van die Transvaalse Hoedenywerheid, in hierdie klousule „die Vereniging” genoem.

(2) (a) Vir doeleindes van die Vereniging moet elke werkgewer op elke betaaldag nadat hierdie Ooreenkoms in werking tree, een sjieling per week aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf is; met dien verstande dat—

(i) in die geval van werknemers wat maandeliks betaal word, bedrae maandeliks afgetrek mag word, in dié geval moet die werkgewer op elke betaaldag nadat hierdie Ooreenkoms in werking tree, vier sjielings en vier pennies per maand moet aftrek van die loon van elkeen van sy werknemers vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf is;

(ii) behoudens die bepalings van subklousule (iii) geen aftrekking vir bydraes van 'n weekliks besoldigde werknemer, wat meer as twee dae in 'n week sonder betaling afwesig was, vir daardie week gemaak mag word nie, en in die geval van maandeliks besoldigde werknemers, moet die gewone aftrekking met 1s. 1d. verminder word vir elke week van daardie maand wat die werknemer meer as twee dae sonder betaling afwesig was;

(iii) aftrekkings moet gemaak word van betaling deur 'n werknemer ontvang voordat hy met jaarlikse verlof gaan, ten opsigte van elke tydperk van verlof en betaalde vakansiedae, wat vir die toepassing hiervan as gewone tyd gewerk beskou moet word, en met die doel om die aftrekkings te bereken, moet die totaal van die tydperke van dié betaalde verlof en betaalde vakansiedae gevoeg word by die tydperk wat deur die werknemer gewerk is gedurende die week voordat hy met verlof gegaan het;

met dien verstande voorts dat geen aftrekkings van die besoldiging wat deur werknemers ontvang word gemaak word nie en dat daar nie van 'n werkgewer vereis kan word om bydraes te doen nie vanaf die datum wanneer hierdie Ooreenkoms in werking tree en totdat die kreditsaldo van die Vereniging tot £3,000 verminder is.

(8) (a) Before the fifteenth day of February, May, August and November of each year, every employer of weekly paid employees shall forward to the Secretary of the Council, P.O. Box 4866, Johannesburg, a list of all such employees in his employ for whom minimum wages are prescribed in this Agreement, showing, as at the first pay day in each of the said months, their full names, sex, race, class of work performed (e.g. milliner, trimmer, blocker or labourer) and their rate of wages and cost of living allowances as at the first pay day of that month.

(b) Employers of monthly paid employees shall forward the lists required in terms of sub-clause (a) hereof within seven days of the first pay day in each quarter.

25. COUNCIL FUNDS.

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

(1) On every pay day after this Agreement comes into operation, every employer shall deduct threepence per week from the wages of each of his employees for whom minimum rates are prescribed in this Agreement; provided that—

(a) in the case of employees who are paid monthly, deductions may be made monthly, and in that event the employer shall, on every pay day after this Agreement comes into operation, deduct one shilling and one penny per month from the wages of each employee for whom minimum rates are prescribed in this Agreement;

(b) subject to the provisions of sub-clause (c), when a weekly paid employee is absent without pay for more than two days in any week, no deduction of Council dues shall be made for that week. In the case of monthly paid employees the normal deduction shall be reduced by threepence in respect of any week in that month, during which the employee is absent without pay for more than two days;

(c) deductions shall be made from payments received by an employee prior to proceeding on annual leave, in respect of any period of leave and paid holidays, which for the purposes hereof shall be deemed to be ordinary time worked, and for the purpose of calculating the deductions, the total of the periods of such paid leave and the paid holidays, shall be added to the period worked by that employee in the week prior to his proceeding on leave.

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

26. MEDICAL BENEFIT SOCIETY.

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

(2) (a) For the purposes of the society, each employer shall on every pay day after this Agreement comes into operation, deduct one shilling per week from the wages of each of his employees for whom minimum rates are prescribed in this Agreement; provided that—

(i) in the case of employees who are paid monthly, deductions may be made monthly, and in that event the employer shall, on every pay day after this Agreement comes into operation, deduct four shillings and fourpence per month from the wages of each employee for whom minimum rates are prescribed in this Agreement;

(ii) subject to the provisions of sub-clause (iii) when a weekly paid employee is absent without pay for more than two days in any week, no deduction of contributions shall be made for that week, and in the case of monthly paid employees, the normal deduction shall be reduced by 1s. 1d. in respect of any week in that month, during which the employee is absent without pay for more than two days;

(iii) deductions shall be made from payments received by an employee prior to proceeding on annual leave, in respect of any period of leave and paid holidays, which for the purposes hereof shall be deemed to be ordinary time worked, and for the purpose of calculating the deductions the total of the periods of such paid leave and the paid holidays shall be added to the period worked by that employee in the week prior to his proceeding on leave; provided further that no deductions shall be made from the payment received by employees and no employer shall be required to make contributions, as from the date when this Agreement comes into operation, and until the credit balance of the society has been reduced to £3,000.

(b) Die totale bedrag wat aldus van werknemers afgetrek is, tesame met 'n gelyke bedrag wat deur die werkgever bygedra moet word, moet deur laasgenoemde binne een week van die datum waarop die aftrekkings gemaak moes word, aan die sekretaris van die Raad gestuur word, tesame met 'n staat wat die name verstrek van die werknemers van wie die bedrae afgetrek is.

(3) Die fondse van die Vereniging word aangewend vir bystand van werknemers met doktersbehandeling, medisyne volgens voorskrif van 'n dokter, en siektebetaling.

(4) Die Vereniging word geadmistreer deur 'n bestuurskomitee, aangestel deur die Raad ooreenkomstig sy konstitusie en bestaande uit twee verteenwoordigers van die werkgewersorganisasie en twee van die vakvereniging kragtens 'n konstitusie in ooreenstemming met hierdie Ooreenkoms en wat deur die Nywerheidsraad goedgekeur is. Die Raad kan na eie goeddunke ook subkomitees aanstel om in enige bepaalde gebied behulpzaam te wees by die behartiging van die Vereniging se besigheid en kan plaasvervangers vir elkeen van genoemde verteenwoordigers aanstel wat al die bevoegdhede en voorregte van verteenwoordigers besit wanneer hulle vergaderings in die afwesigheid van verteenwoordigers bywoon.

(5) Die konstitusie van die Vereniging kan te eniger tyd gewysig word deur die Raad of deur die bestuurskomitee (onderworpe aan die goedkeuring van die Raad). 'n Eksemplaar van die konstitusie en alle wysigings daarvan moet by die sekretaris van die Raad en by die Sekretaris van Arbeid, Pretoria, ingedien word. Die konstitusie moet vir alle geregistreerde werkgewers of werknemers in die hoedanigheid, in die kantoor van die Raad gedurende gewone kantoorure ter insae beskikbaar wees.

(6) As daar te eniger tyd 'n geskil betreffende die bepalings van die konstitusie of die administrasie van die Vereniging ontstaan ten opsigte waarvan daar in die bestuur 'n staking van stemme bestaan en geen ooreenkoms bereik kan word nie, moet daardie geskil verwys word na 'n skeidsregter oor wie die lede van die bestuur ooreengekom het of wat, by gebrek aan so 'n ooreenkoms, deur die Minister van Arbeid benoem is; die skeidsregter se beslissing is finaal.

(7) Die Raad moet 'n bankrekening vir die Vereniging open waarin alle gelde, deur die Vereniging ontvang, gestort moet word. Trekkings uit die rekening van die Vereniging geskied per tjek geteken op die wyse wat by die Vereniging se konstitusie vasgestel is, maar deur minstens twee beamptes.

(8) Die bestuurskomitee kan, ondanks die bepalings van subklousule (7) hiervan besluit om alle geld wat vir die Vereniging ontvang word, op die rekening van die Nywerheidsraad te deponeer. In dié geval moet die nodige geld uitbetaal word per tjek geteken deur dieselfde ondertekenaars wat die Raad se tjeks teken. Afsonderlike rekenings moet in die Raad se boeke vir die Vereniging gehou word.

(9) Die bestuurskomitee kan enige surplus wat die Vereniging het, by 'n spaarbank of bougenootskap of in Uniëninsertifikate of soortgelyke staatseffekte deponeer of belê en die rente wat op so 'n deposito of belegging ooploop, moet in die Vereniging inbetaal word.

(10) Die Vereniging moet met alle administrasie- en likwidasiestoste gedebiteer word.

(11) Die Nywerheidsraad moet die ouditeur, wat 'n geregistreerde geotkrooierde rekenmeester moet wees, aanstel en sy besoldiging, wat uit die Vereniging betaal moet word, vasstel. Die rekenings van die Vereniging vir die tydperk wat eindig op 30 Junie van elke jaar moet geouditeer word en die ouditeursverslag moet uiterlik op 30 September van daardie jaar beskikbaar gestel word. Die ouditeurstaat moet onderstaande aantoon:—

(a) Alle gelde wat ingevolge subklousule (2) hiervan en uit enige ander bron ontvang is; en

(b) uitgawes aangegaan onder alle hoofde gedurende die twaalf maande geëindig op die voorafgaande 30 Junie, tesame met 'n balansstaat waarop die bates en laste van die Vereniging aangetoon word. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Nywerheidsraad ter insae lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(12) Uitbetalings uit die Vereniging moet gestaak word as die bedrag in die krediet van die Vereniging onder £50 daal, en mag nie hervat word voordat die betrokke bedrag hoër as £100 styg nie.

(13) Alle lede van die Vereniging is geregtig tot die volgende minimum bystand:—

(a) Die dienste van 'n algemene mediese praktisyn (hieronder „mediese beampte” genoem), deur die bestuur aangestel;

(b) medisyne deur 'n mediese beampte van die Vereniging voorgeskryf;

(c) as 'n lid twee-en-veertig bydraes tot die Vereniging gedoen het, is hy geregtig tot 'n toekenning van £2. 2s. vir die aankoop van 'n bril wat deur 'n mediese beampte van die Vereniging voorgeskryf is; voorts, op nog £2. 2s. vir die koste van kunstande; met dien verstande dat 'n lid slegs tot een toekenning ten opsigte van elkeen van hierdie vorms van bystand gedurende 'n tydperk van vyf jaar geregtig is;

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

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

(4) The society shall be administered by a management committee appointed by the Council in terms of its constitution and consisting of two representatives of the employers' organisation and two representatives of the trade union, in accordance with a constitution not inconsistent with this Agreement and approved of by the Industrial Council. The Council may in its discretion also establish sub-committees to assist in administering the business of the society in any particular area, and appoint alternates for each of the said representatives who shall, when attending meetings in the absence of principals, have all the powers and privileges of representatives.

(5) The constitution of the society may be amended at any time by the Council or by the management committee (subject to the approval of the Council). A copy of the constitution and any amendments thereof shall be lodged with the Secretary of the Council and with the Secretary for labour, Pretoria. The constitution shall be available for inspection by any registered employer or employee in the Milinery Industry at the office of the Council, during ordinary office hours.

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

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

(8) Notwithstanding the provisions of sub-clause (7) hereof, the management committee may decide to deposit all moneys received for the society to the account of the Industrial Council. In that event, moneys required shall be paid out by cheques signed by the same signatories as sign the cheques of the Council. Separate accounts shall be kept in the Council's books for the society.

(9) The management committee may deposit or invest any surplus the society may have with a savings bank or building society, or in Union Loan Certificates or similar Government investment and the interest accruing on such deposit or investment shall be paid into the society.

(10) All administrative and liquidation expenses shall be a charge upon the society.

(11) The Industrial Council shall appoint an auditor, who shall be a registered chartered accountant, and determine his remuneration, which shall be paid by the society. The accounts of the society shall be audited for the period ending 30th June of each year and the auditor's report shall be made available not later than the 30th September of that year. The auditor's statement shall show—

(a) all moneys received in terms of sub-clause (2) hereof and from any other source; and

(b) the expenditure incurred under all headings during the twelve months ended 30th June preceding, together with a balance sheet showing the assets and liabilities of the society. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council, and copies thereof shall be transmitted to the Secretary for Labour, Pretoria.

(12) Disbursements from the society shall cease whenever the amount to the credit of the society falls below £50, and shall not recommence until the amount in question increases above £100.

(13) All members of the society shall be entitled to the following minimum benefits:—

(a) The services of a general medical practitioner (hereinafter referred to as “medical officer”) appointed by the management committee;

(b) medicines prescribed by a medical officer of the society;

(c) if a member has made fifty-two contributions to the Society, he shall be entitled to a grant of £2. 2s., towards the purchasing of glasses prescribed by a medical officer of the Society; and a further £2. 2s. towards the cost of dentures; provided that a member shall only be entitled to one grant in respect of each of these benefits during a period of five years;

(d) siektebetaling op onderstaande voorwaardes:—

- (i) Lede moet dertien agtereenvolgende weke of drie agtereenvolgende maande bydraes tot die Vereniging betaal het, voordat hulle tot siektebetaling geregtig is;
 - (ii) na afwesigheid van werk van minstens een werkweek weens siekte en by voorlegging van 'n sertifikaat van 'n mediese beampte van die Vereniging, waarop die datums van afwesigheid weens siekte vermeld word, is 'n lid geregtig tot een week siektebetaling vir elke week van die afwesigheid, behoudens die bepalings van paragrawe (iii) en (vi) hiervan;
 - (iii) lede is geregtig tot 'n maksimum van hoogstens ag werkweke se siektebetaling in 'n tydperk van twaalf maande wat begin met die eerste betaling aan die betrokke lid as hy minder as twee-en-vyftig bydraes tot die Vereniging gedoen het, en tien werkweke as hy twee-en-vyftig of meer bydraes gedoen het, hetsy aan-eenlopend of nie; met dien verstande dat die bestuurskomitee die tydperk na goeëdunke tot 'n maksimum van twaalf werkweke kan verleng;
 - (iv) as 'n lid langer as een week weens siekte afwesig van werk is, en 'n gedeelte van 'n week van meer as twee werkdae daarby betrokke is, moet die lid betaling van die helfte van 'n week se siektebetaling ten opsigte van dié onvolledige week ontvang, maar geen betaling word vir twee dae of minder gedoen nie;
 - (v) siektebetaling geskied teen die skaal van £1. 10s. per week, plus 10s. per week vir elke voltooid jaar diens; met dien verstande dat die siektebetaling nie die helfte van die totale weeklikse besoldiging van 'n lid of £4 per week oortref nie, watter ook al die minste is;
 - (vi) siektebetaling is nie betaalbaar t.o.v. 'n tydperk waarvoor 'n lid betaling kragtens klousule 13 (1) of klousule 17 (5) van hierdie Ooreenkoms, of skadeloosstelling betaalbaar ingevolge die bepalings van die Ongevallewet, 1941, of enige betaling ingevolge klousule 17 (3) van hierdie Ooreenkoms ontvang nie.
- (14) In hierdie klousule beteken „week” of „werkweek”—
- (a) in die geval van inrigtings wat 'n vyfdaagse week werk, 'n tydperk van vyf agtereenvolgende werkdae; en
 - (b) in die geval van inrigtings wat 'n sesdaagse week werk, 'n tydperk van ses agtereenvolgende werkdae.
- (15) Ondergenoemde beperkings is van toepassing op die betaling van bystand:—
- (a) 'n Lid wat siek word as gevolg van of weens wangedrag, oormatige drankgebruik, verslaaftheid aan verdowingsmiddels, of sy eie nalatigheid, is nie uit hoofde van dié siekte tot enige bystand geregtig nie. Die beslissing van die bestuurskomitee insake die vraag of 'n lid kragtens hierdie subklousule uitgesluit word van die verkryging van enige bepaalde bystand, is finaal en bindend vir dié lid;
 - (b) 'n lid wat koste maak deur raadpleging van mediese beamptes of ander praktisyns wat nie deur die Vereniging aangestel is nie of wat voorskrifte laat opmaak deur aptekers wat nie deur die Vereniging aangestel is nie of wat voorskrifte laat opmaak wat nie deur 'n mediese beampte van die Vereniging voorgeskryf is nie, het geen aanspraak op die Vereniging se fondse nie; met dien verstande egter dat die bestuurskomitee na goeëdunke 'n deel van of die hele koste aldus gemaak, kan betaal;
 - (c) 'n lid van die Vereniging is nie tot enige bystand geregtig na afwesigheid van werk weens siekte, werkloosheid of 'n ander rede, vir drie agtereenvolgende maande nie, maar hierdie termyn kan na goeëdunke van die bestuurskomitee verleng word; vir die toepassing van hierdie subklousule beteken die uitdrukking „drie agtereenvolgende maande” 'n tydperk van 13 agtereenvolgende weke waarin die lid geen bydraes ingevolge subklousule (2) hiervan betaal het nie;
 - (d) narkose, verloskundige behandeling, groot operasies en behandeling van veniese siektes is nie by die bystand wat deur die Vereniging verstrek word, ingegrepe nie en die Vereniging is nie vir die koste wat in verband daarmee gemaak word, aanspreeklik nie;
 - (e) die Vereniging is nie aanspreeklik vir enige hospitaal-, verpleeginrigting-, of operasiegeld nie, nog vir betaling van rekenings van mediese beamptes wat nie deur die Vereniging aangestel is nie, uitgesonderd in die geval van lede wat buite die munisipale grense van die Johannesburgse munisipaliteit woon, wat geregtig is om enige dokter, maar geen spesialis nie, vir twee besoeke in te roep waarvoor die Vereniging moet betaal;
 - (f) 'n lid wat buite genoemde munisipale grense woon en wat 'n mediese beampte inroep wat nie deur die Vereniging aangestel is nie, moet 'n sertifikaat voorlê van die dokter wat hom behandel het, en die sertifikaat moet mede-onderteken word deur die Vereniging se mediese beampte;
 - (g) die Vereniging is nie aanspreeklik vir betaling van vervoer per ambulans na hospitale of verpleeginrigtings nie.
- (16) (a) Die sekretaris van die Vereniging moet aan elke lid wat minstens 13 bydraes aan die Vereniging betaal het, 'n lidmaatskapkaart uitreik.

(d) sick pay under the following conditions:—

- (i) Members must make thirteen consecutive weeks' or three consecutive month's contributions to the society before they are entitled to sick pay;
 - (ii) after an absence from work of not less than one working week due to illness and on the production of a certificate from a medical officer of the society, showing the dates of absence owing to illness, a member shall be entitled to one week's sick pay for each week of such absence, subject to the provisions of paragraphs (iii) and (vi) hereof;
 - (iii) during any one period of twelve months commencing from the first payment to the member concerned, a member shall be entitled to sick pay for a period not exceeding eight working weeks, if he has made less than fifty-two contributions to the Society, and ten working weeks if he has made fifty-two or more contributions, whether consecutive or otherwise. Provided that the management committee may in its discretion extend the maximum period to a total of twelve working weeks;
 - (iv) if a member is absent from work due to illness for longer than one week and a portion of a week exceeding two working days is involved, the member shall receive payment of half a week's sick pay in respect of such incomplete week, but no payment shall be made for two days or less;
 - (v) sick pay shall be at the rate of £1. 10s. per week, plus 10s. per week for each completed year of service; provided that the sick pay shall not exceed half of the total weekly remuneration of a member, or £4 per week, whichever is the lesser;
 - (vi) no sick pay shall be payable in respect of any period for which a member is in receipt of pay in terms of clause 13 (1) or clause 17 (5) of this Agreement, or of any compensation payable under the provisions of the Workmen's Compensation Act, 1941, or of any payment in terms of clause 17 (3) of this Agreement.
- (14) Throughout this clause “week” or “working week” shall mean—
- (a) in the case of establishments where a five-day week is being worked, any period of five consecutive working days; and
 - (b) in the case of establishments where a six-day week is being worked, any period of six consecutive working days.
- (15) The following restrictions shall apply to the payment of benefits:—
- (a) A member who becomes ill as a result of or by reason of misconduct, excessive drinking, addiction to drugs or by his own negligence, shall not be entitled to any benefits by reason of such illness, and the decision of the management committee as to whether a member is barred under this sub-clause from obtaining any particular benefits shall be final and binding on such member;
 - (b) a member who incurs costs by consulting medical officers or other practitioners not appointed by the society, or who has prescriptions made up by chemists not appointed by the society, or who has prescriptions made up which are not prescribed by a medical officer of the society, shall have no claim upon the funds of the society. Provided, however, that the management committee in its discretion may pay part or the entire costs so incurred;
 - (c) a member shall not be entitled to any benefits after absence from work due to illness, unemployment or other causes, for a period of three consecutive months, but this period may be extended at the discretion of the management committee; for the purpose of this sub-clause, the expression “three consecutive months” shall mean any period of 13 consecutive weeks during which no contributions have been paid by the member in terms of sub-clause (2) hereof;
 - (d) anaesthetics, obstetrics, major surgery, and treatment for venereal diseases are not included in the benefits provided by the society, which shall not be responsible for costs incurred for any such services;
 - (e) the society is not responsible for any hospital, nursing home or operation fees, nor for payment of accounts from medical officers not appointed by the society, except in the case of members living outside the area of Johannesburg Municipality who shall be entitled to call in any doctor, not a specialist, for two visits for which the society shall pay;
 - (f) members who live outside the said municipal area and who call in a medical officer not appointed by the society must produce a certificate from the doctor who attended them, and that certificate must be countersigned by the Society's medical officer;
 - (g) the society is not responsible for payment for conveyance by ambulance to hospitals or nursing homes.
- (16) (a) The secretary of the society shall issue a membership card to each member who has made at least 13 contributions.

(b) die lidmaatskapkaart moet onderteken word deur die lid aan wie dit uitgereik word en moet getoon word wanneer die dienste van die mediese beamptes of ander praktisyns van die Vereniging vereis word. Die beamptes het die reg om te weier om 'n lid te behandel wat in gebreke bly om sy lidmaatskapkaart te toon. 'n Lid wat een bydrae aan die Vereniging betaal het, kan, tot tyd en wyl sy lidmaatskapkaart aan hom uitgereik word, die dienste van die Vereniging se mediese beamptes of ander praktisyns en medisyne op die Vereniging se koste verkry as skriftelike magtiging van die sekretaris verkry is.

(17) Ingeval hierdie Ooreenkoms verstryk weens tydsverloop of om enige ander rede nie langer in werking is nie, moet die Vereniging verder ooreenkomstig sy konstitusie geadmistreer word, onder toesig van die Raad, of totdat die Vereniging gelikwider word of totdat dit oorgedra word aan 'n fonds behoorlik gestig vir dieselfde doel as dié waarvoor hierdie Vereniging gestig is, ooreenkomstig 'n besluit van die Nywerheidsraad.

(18) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel vier-en-dertig (2) van die Wet bindend is, moet die bestuurskomitee voortgaan om die fonds te beheer en die lede van die komitee soos dit bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, moet vir dié doeleindes beskou word dat hulle lede daarvan is; met dien verstande dat enige vakature wat in die komitee ontstaan egter deur die Minister uit werkgewers of werknemers in die nywerheid, na gelang van die geval, gevul mag word, sodat gelyke verteenwoordiging van werkgewers en werknemers en van plaasvervangers in die lidmaatskap van die komitee verseker kan word. Ingeval dié komitee nie in staat is nie of onwilling is om sy pligte na te kom of 'n dooie punt daaruit ontstaan wat die beheer van die fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, mag hy 'n kurator of kurators aanstel wat al die magte van die komitee vir dié doel sal hê, om die pligte van die komitee uit te voer. By verstryking van hierdie Ooreenkoms moet die fonds op die wyse wat in subartikel (19) van hierdie artikel uiteengesit word, gelikwider word deur die komitee of die kuratore, na gelang van die geval, en indien die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwider en sy bates uitgedeel is, moet die res van die fonds uitgedeel word soos by artikel vier-en-dertig (4) van die Wet bepaal, asof dit deel uitgemaak het van die Raad se algemene fondse.

(19) Wanneer die fonds kragtens subartikel (17) van hierdie artikel gelikwider word, moet die geld wat in die krediet van die fonds oorbly nadat alle vorderings teen die fonds, met inbegrip van die beheer- en likwidasiestekste, betaal is, in die Raad se fondse inbetaal word.

27. SLAPTETYDFONDS.

(1) Hierby word 'n fonds in die lewe geroep wat bekendstaan as die Transvaalse Hoedenywerheid-slaptetydfonds, hieronder „die fonds” genoem en waarvan die administrasie by die Nywerheidsraad vir die Hoedenywerheid (Transvaal) moet berus en die doel daarvan is die uitbetaling van bystand aan werknemers wat verdienste verloor as gevolg van die feit dat hulle ooreenkomstig klousule 7 van die Hoof-ooreenkoms op korttyd geplaas word. Bystand moet teen sulke skale en op sulke voorwaardes as wat by die reëls wat deur die Raad vir die administrasie van die fonds aangeneem word, voorgeskryf word en 'n afskrif daarvan en van enige wysigings daarvan moet binne twee weke nadat dit aangeneem is aan die Sekretaris van Arbeid gestuur word.

(2) Die fonds moet soos volg gefinansier word—

- (i) deur bydraes wat in die fonds inbetaal word ooreenkomstig die bepalings van hierdie Ooreenkoms;
- (ii) rente wat verkry word van die belegging van enige geld van die fonds;
- (iii) enige ander fondse waartoe die fonds geregtig mag word.

(3) Alle werkgewers moet op elke betaaldag nadat hierdie Ooreenkoms in werking getree het van die loon van elkeen van hulle werknemers vir wie minimum lone voorgeskryf word in hierdie Ooreenkoms die bedrag aftrek van drie pennies ten opsigte van sodanige werknemers wat 'n insluitende loon van tot £6. 13s. per week ontvang en 'n sikkens per week ten opsigte van sodanige werknemers wat 'n insluitende loon van meer as £6. 13s. per week ontvang; met dien verstande dat—

(a) in die geval van maandeliks besoldigde werknemers, aftrekkings maandeliks gedoen kan word, en in daardie geval moet die werkgewer op elke betaaldag na die inwerking-treding van hierdie Ooreenkoms die bedrag van 1s. 1d. ten opsigte van sodanige werknemers aftrek wat 'n insluitende loon van tot £28. 16s. 4d. per maand ontvang en 2s. 2d. per maand ten opsigte van sodanige werknemers wat 'n insluitende loon van meer as £28. 16s. 4d. per maand ontvang;

(b) behoudens die bepalings van subklousule (c) hiervan geen aftrekkings van bydraes vir dié week gedoen word nie as 'n weekliks besoldigde werknemer afwesig is van werk sonder betaling vir langer as twee dae in 'n week. In die geval van maandeliks besoldigde werknemers moet die gewone aftrekking met drie of ses pennies verminder word, na gelang van die geval, ten opsigte van enige week in daardie maand waartydens die werknemer vir langer as twee dae afwesig is sonder betaling;

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

(17) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Society shall continue to be administered in terms of its constitution, under the supervision of the Council, until the society shall be liquidated or until it is transferred to a fund duly constituted for the same purpose at this society was created, as may be determined by a resolution of the Industrial Council.

(18) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding, in terms of section thirty-four (2) of the Act, the management committee shall continue to administer the fund and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes; provided, however, that any vacancy occurring on the committee may be filled by the Minister from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the committee or the trustees, as the case may be, in the manner set forth in sub-section (19) of this section, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(19) Upon liquidation of the fund in terms of sub-section (17) of this section the moneys remaining to the credit of the fund after the payment of all claims against the fund including administration and liquidation expenses, shall be paid into the funds of the Council.

27. SLACK PAY FUND.

(1) There is hereby established a fund known as the Transvaal Milliner Industry Slack Pay Fund, hereinafter referred to as „the fund”, the administration of which shall be vested in the Industrial Council for the Millinery Industry (Transvaal), whose purpose shall be the payment of benefits to employees who lose earnings as a result of being put on short time in terms of clause 7 of the Main Agreement. Benefits shall be paid at such rates and under such conditions as may be laid down in the rules adopted by the Council for the administration of the fund and a copy of such rules and any amendments thereto shall be lodged with the Secretary for Labour within two weeks of the adoption hereof.

(2) The fund shall be financed by—

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

(3) On every pay day after this Agreement comes into operation, every employer shall deduct from the wages of each of his employees for whom minimum rates are prescribed in this Agreement, the amount of threepence in respect of such employees as are receiving an inclusive wage of up to £6. 13s. per week and sixpence per week in respect of such employees as are receiving an inclusive wage of more than £6. 13s. per week; provided that—

(a) in the case of employees who are paid monthly, deductions may be made monthly and in that event the employer shall, on every pay day after this Agreement comes into operation, deduct the amount of 1s. 1d. in respect of such employees as are receiving an inclusive wage of up to £28. 16s. 4d. per month, and 2s. 2d. per month in respect of such employees as are receiving an inclusive wage of more than £28. 16s. 4d. per month;

(b) subject to the provisions of sub-clause (c) hereof, when a weekly paid employee is absent without pay for more than two days in any week no deduction of contributions shall be made for that week. In the case of monthly paid employees the normal deduction shall be reduced by threepence or sixpence, as the case may be in respect of any week in that month, during which the employee is absent without pay for more than two days;

(c) aftrekkings van besoldiging wat 'n werknemer voor sy jaarlikse verlof ontvang het, gedoen word ten opsigte van enige verlof tydperk en betaalde vakansiedae wat vir die toepassing hiervan as gewone tyd gewerk beskou word en vir die doel van die berekening van aftrekkings, die totaal van die tydperke van sodanige betaalde verlof en betaalde vakansiedae by die tydperk deur daardie werknemer gewerk in die week wat sy verlof voorafgaan, getel word.

(4) Die totale bedrae aldus van werknemers afgetrek, tesame met 'n gelyke bedrag wat die werkgever moet bydra, moet deur laasgenoemde binne een week vanaf die datum waarop die aftrekkings gedoen moes word aan die sekretaris van die Raad gestuur word tesame met 'n opgawe van die name van die werknemers van wie die aftrekkings gedoen is.

(5) Alle geld wat deur die fonds ontvang word, moet in 'n bankrekening wat op die naam van die fonds geopen is, gestort word. Vir alle geld wat in die fonds ontvang word, moet 'n amptelike kwitansie uitgereik word en trekkings op die fonds moet per tjek geskied wat deur sodanige persone wat van tyd tot tyd deur die Nywerheidsraad daartoe gemagtig word, geteken word. Alle geld wat nie nodig is om lopende betalings te doen nie, moet in 'n bouvereniging belê word na goeie dunks van die Raad wat sodanige beleggings kan afwissel soos hy van tyd tot tyd besluit.

(6) Die Raad moet 'n ouditeur aanstel wie se besoldiging uit die fonds betaal moet word. Die rekeninge moet elke jaar vir die tydperk wat op 30 Junie eindig, geouditeer word. Daarna moet die geouditeerde opgawe en die balansstaat ter insage by die kantoor van die Nywerheidsraad lê en afskrifte daarvan moet aan die Sekretaris van Arbeid, Pretoria, die werkgeversorganisasie en die vakvereniging gestuur word.

(7) Ingeval hierdie Ooreenkoms deur verloop van tyd verstryk of dit ophou om van krag te wees om enige ander rede, moet die fonds steeds deur die Raad beheer word totdat dit of gelikwider word of deur die Raad na 'n ander fonds oorgedra word waarvan die doel slegs die bystand aan werknemers van die Hoedenywerheid (Transvaal) moet wees.

(8) Ingeval die Raad ontbind word of dit ophou om te funksioneer gedurende 'n tydperk waartydens hierdie Ooreenkoms bindend is kragtens artikel vier-en-dertig (2) van Wet, is die bepalinge van klousule 26 (17), (18), (19) van die Hoof-ooreenkoms *mutatis mutandis* van toepassing.

28. INDIENSNEEMING VAN LEDE VAN VAKVERENIGING.

Geen werkgever mag 'n werknemer wat nie 'n lid van die vakvereniging is, in diens neem nie, en geen lid van 'n vakvereniging mag in diens tree by enige werkgever wat nie 'n lid van die werkgeversorganisasie is nie; met dien verstande dat—

(a) die bepalinge van hierdie klousule nie van toepassing is op die indiensneming in die nywerheid van 'n werknemer wat lidmaatskap deur die vakvereniging geweer is of wat uit die vakvereniging geskors of uitgesit is nie of wat, na die mening van die Minister, goeie rede het om te weier om lid van die vakvereniging te word of te bly;

(b) 'n werkgever wat benadeel word of benadeel sal word deurdat lidmaatskap geweer is, kan sy saak aan die Raad voorlê wat kan verklaar dat nie bestaanende die weiering, die bepalinge van hierdie klousule hom nie mag verbied om lede van die vakvereniging in diens te neem nie;

(c) die bepalinge van hierdie klousule nie van toepassing is op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Unie van Suid-Afrika binnegekom het nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande na die aanvang van sy diens in die nywerheid, 'n uitnodiging van die vakvereniging tot lidmaatskap geweer het, die bepalinge van hierdie ooreenkoms onmiddellik in werking tree.

29. ERKENNING VAN DIE VAKVERENIGING.

1. Elke werkgever moet enige persoon of persone wat deur die vakvereniging en die Raad skriftelik daartoe gemagtig is, toelaat om van tyd tot tyd sy inrigting gedurende die middagetensuur te betree met die doel om—

(a) met werknemers te praat oor aangeleenthede van die vakvereniging;

(b) nuwe lede te werf;

(c) kennisgewings van die vakvereniging aan te plak of uit te deel;

(d) lede se bydrags aan die vakvereniging in te vorder.

2. Die gemagtigde persoon of persone moet die werkgever of sy verteenwoordiger kennis gee van sy of haar voorneme om die inrigting te besoek.

30. AGENTE.

Die Raad moet een of meer bepaalde persone as agente aanstel om hom behulpzaam te wees met die uitvoering van die bepalinge van hierdie Ooreenkoms. Elke werkgever en werknemer is verplig om dié agente toe te laat om die navraag te doen, boeke en/of stukke na te gaan en die persone te ondervra wat vir hierdie doel nodig mag wees.

Namens die partye op hede die 27ste dag van November 1956 in Johannesburg geteken.

H. KOPPEL,
Voorsitter van die Raad.

J. CORNELIUS,
Ondervoorsitter van die Raad.

E. JACOBS,
Waarnemende Sekretaris van die Raad.

(c) deductions shall be made from payments received by an employee prior to proceeding on annual leave, in respect of any period of leave and paid holidays, which for the purposes hereof shall be deemed to be ordinary time worked, and for the purpose of calculating the deductions, the total of the periods of such paid leave and the paid holidays, shall be added to the period worked by that employee in the week prior to his proceeding on leave.

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

(5) All moneys received by the fund, shall be deposited in a banking account opened in the name of the fund. An official receipt shall be issued for all moneys received into the fund and withdrawals from the fund shall be by cheque signed by such persons as may, from time to time, be authorised by the Industrial Council. All moneys not required to meet current payments shall be invested in a building society in the discretion of the Council which may vary such investments as it may from time to time determine.

(6) The Council shall appoint an auditor whose remuneration shall be paid out of the fund. The accounts shall be audited every year, for the period ended 30th June. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council, and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Employers' Organisation and the Union.

(7) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the Council until it be either liquidated or transferred by the Council to any other fund or funds whose objects shall be solely to benefit the employees of the Millinery Industry (Transvaal).

(8) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the provisions of clause 26 (17), (18), (19) of the Main Agreement shall *mutatis mutandis* apply.

28. EMPLOYMENT OF TRADE UNION LABOUR.

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

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

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

(c) the provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Union of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry, refused any invitation from the trade union to become a member of it, the provisions of this clause shall immediately come into operation.

29. RECOGNITION OF THE TRADE UNION.

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

(a) interviewing employees on trade union matters;

(b) enrolling new members;

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

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

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

30. 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 agent to institute such enquiries and to examine and/or seize such books and/or documents and to interrogate such persons as may be necessary for this purpose.

Signed at Johannesburg, on behalf of the parties, this 27th day of November, 1956.

H. KOPPEL,
Chairman of the Council.

J. CORNELIUS,
Vice-Chairman of the Council.

E. JACOBS,
Acting Secretary of the Council.

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (TRANSVAAL).

(Geregistreer ingevolge Wet No. 36 van 1937.)

Posbus 4866.

PROGRESS-GEBOU 26,
COMMISSIONERSTRAAT 156,
JOHANNESBURG.

Telefoon 22-0052.

HEIL DIE LESER.

Hierby word gesertifiseer dat die toonder, mnr./mev./mej. _____
woonagtig by _____
ondergenomde ervaring in die hoedenywerheid gehad het _____

en geregtig is tot ondergenoemde minimum loonskaal per week

Basiese loon. £ _____

Plus lewenskostoelae. £ _____

TOTAAL. £ _____

as 'n _____ Hoedemaakster/ _____ Opmaker/ _____ Blokker/ _____ Arbeider.
Toonder sal in aanmerking vir 'n loonsverhoging kom op die eerste betaaldag in _____

Opmerkings: _____

Belangrik.

1. Die minimum loonskaal wat aan 'n maandeliks betaalde werknemer betaalbaar is, moet bereken word teen vier-en-een-derde maal die weekloon hierbo genoem.
2. Bostaande loonskaal is onderworpe aan wysiging as gevolg van enige algemene wysiging van die basiese lone en/of lewenskostoelae wat van tyd tot tyd in die Hoedenywerheid (Transvaal) betaalbaar is.
3. Die datum van die volgende verhoging, hierbo genoem-is streng bereken op die datum van die uitreiking van hierdie sertifikaat. Dit is derhalwe onderworpe aan wysiging volgens die werknemer se toekomstige diens in die Hoedenywerheid (enige plek).
4. 'n Werknemer wat 'n sertifikaat voorlê wat, in die lig van bostaande opmerkings, blykbaar verouderd is, moet versoek word om 'n nuwe sertifikaat van die Raad te verkry voordat hy/sy toegelaat word om te begin werk. Raadpleeg die Raad as daar twyfel bestaan.
5. Hierdie vorm moet aan die indiensnemingsvorm geheg en binne twee-weke nadat die werknemer met sy/haar werk begin het, aan die sekretaris van die Raad gestuur word.

Sekretaris van die Raad.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (TRANSVAAL).

(Geregistreer ingevolge Wet No. 36 van 1937.)

AANHANGSEL B.

Alle briewe, ens. moet aan
die sekretaris gerig word.
No. _____

Telefoon 22-0052.
Posbus 4866.

INDIENSNEMINGSVORM.

1. Naam van werknemer voluit (mnr./mev./mej.) _____
2. Woonadres van werknemer _____
3. Klas werk wat gedoen moet word* _____
4. Ras _____ Geslag _____ Ouderdom _____
5. Datum van indiensneming _____
6. Loon by indeisneming:—
Basiese loon. £ _____
Plus lewenskostoelae. £ _____

TOTALE besoldiging per week/per maand†. £ _____

7. Nommer op sertifikaat deur werknemer ingelewer _____

L.W.—Werkgewers moet hierdie vorm invul en dit tesame met die sertifikaat deur die werknemer voorgelê, uiterlik twee weke na die werknemer begin werk het, aan die sekretaris van die Raad stuur.

Naam van firma.

Werkgewer of sy verteenwoordiger se handtekening.

Datum van uitreiking _____

* Vermeld of werknemer hoedemaakster, opmaker, blokker of arbeider is.

† Skrap wat nie van toepassing is nie.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (TRANSVAAL).

(Geregistreer ingevolge Wet No. 36 van 1937.)

AANHANGSEL C.

Alle mededelings moet aan
die sekretaris gerig word.
No. _____

Telefoon 22-0052.
Posbus 4866.

DIENSSERTIFIKAAT.

1. Naam van werknemer voluit (mnr./mev./mej.)* _____
2. Woonadres van werknemer _____
3. Klas werk verrig _____
4. Ras _____ Geslag _____ Ouderdom _____
5. Loon by diensbeëindiging:—
Basiese loon. £ _____
Plus lewenskostoelae. £ _____

TOTALE besoldiging per week/per maand*. £ _____

6. Datum van laaste verhoging _____ Vermeld indien vrygestel _____
7. Datum van indiensneming _____ Datum van diensbeëindiging _____
8. Betaling vir jaarlikse verlof by diensbeëindiging gedoen. £ _____
9. Betaling by diensbeëindiging vir betaalde vakansiedae. £ _____

Naam van firma.

Werkgewer of sy verteenwoordiger se handtekening.

Datum van uitreiking _____

L.W.—Hierdie sertifikaat moet noukeurig ingevul en een afskrif by diensbeëindiging aan die werknemer oorhandig en een afskrif binne sewe dae na die datum van diensbeëindiging van die werknemer aan die sekretaris van die Raad gepos word.

* Skrap wat nie van toepassing is nie.

† Vermeld of werknemer hoedemaakster, opmaker, blokker of arbeider is.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (TRANSVAAL).

(Registered under Act No. 36 of 1937.)

P.O. Box 4866.
Telephone 22-0052.

26 PROGRESS BUILDINGS,
156 COMMISSIONER STREET,
JOHANNESBURG,

19

TO WHOM IT MAY CONCERN.

This is to certify that bearer M _____
residing at _____
has had the following experience in the Millinery Industry _____

and is entitled to the undermentioned Minimum rates of pay per week:—

Basic Wage.....	£
Plus Cost of Living Allowance.....	£
TOTAL.....	£

as a _____
Bearer will qualify for an increase in pay on the first pay-day in _____
Milliner/ _____ Trimmer/ _____ Blocker/ _____ Labourer.

Remarks: _____

Important.

1. The minimum rate payable to a monthly paid employee should be calculated at four and one-third times the weekly rate shown above.
2. The above rates of pay are subject to alteration following upon any general alteration in the basic wages and/or cost of living allowances payable in the Millinery Industry (Transvaal), from time to time.
3. The date of the next increase referred to above has been calculated strictly as at the date of issue of this Certificate. It is, therefore, subject to alteration according to the employee's future employment in the Millinery Industry (anywhere).
4. An employee who produces a Certificate which, in the light of the above remarks, appears to be out of date, should be required to obtain a new Certificate from the Council before being allowed to commence work. **If in doubt, ask the Council.**
5. This form must be attached to the Engagement Form and forwarded to the Secretary of the Council within two weeks after the employee has commenced work.

Secretary of the Council.

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (TRANSVAAL).

(Registered under Act No. 36 of 1937.)

All Communications to be
Addressed to the Secretary.

Telephone 22-0052.
P.O. Box 4866.

ENGAGEMENT FORM.

1. Full Name of Employee (Mr./Mrs./Miss) _____
2. Home Address of Employee _____
3. Class of Work to be Performed * _____
4. Race _____ Sex _____ Age _____
5. Date of Entering Service _____
6. Wages at Time of Engagement: Basic Wage..... £ _____
Plus Cost of Living Allowance..... £ _____
TOTAL PAY per Week/per Month †..... £ _____

7. Number appearing on the Certificate brought by Employee _____

N.B.—Employees must complete this form and forward it, together with the Certificate produced by the Employee, to the Secretary of the Council not later than two weeks after the Employee has commenced work.

Name of Firm. _____

Signature of Employer or His Representative. _____

Date of Issue _____

* State whether Milliner, Trimmer, Blocker or Labourer.

† Delete whichever is inapplicable.

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (TRANSVAAL).

(Registered under Act No. 36 of 1937.)

All Communications to be
Addressed to the Secretary.

Telephone 22-0052.
P.O. Box 4866.

CERTIFICATE OF SERVICE.

1. Full Name of Employee (Mr./Mrs./Miss)* _____
2. Home Address of Employee _____
3. Class of work performed † _____
4. Race _____ Sex _____ Age _____
5. Wages at Time of Leaving:—
Basic Wage..... £ _____
Plus Cost of Living Allowance..... £ _____
TOTAL Pay per Week/per Month *..... £ _____
6. Date of Last Increase _____ State if Exempted _____
7. Date of Entering Service _____ Date of Leaving Service _____
8. Annual Leave Pay paid on Termination..... £ _____
9. Payment for Paid Holidays on Termination..... £ _____

Name of Firm. _____

Date of Issue _____

Signature of Employer or His Representative. _____

N.B.—This Certificate must be filled in accurately and one copy given to the Employee upon Termination of Employment and One Copy Posted to the Secretary of the Council within Seven Days of the Date of Termination of Employment of the Employee.

* Delete whichever is inapplicable.

† State whether Milliner, Trimmer, Blocker or Labourer.

No. 242.]

[15 Februarie 1957.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK.

HOEDENYWERHEID, TRANSVAAL.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens 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, Transvaal, bekendgemaak by Goewermentskennisgewing No. 241 van 15 Februarie 1957 vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

No. 242.]

[15 February 1957.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

MILLINERY INDUSTRY, TRANSVAAL.

I, JOHANNES DE KLERK, Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Millinery Industry, Transvaal, published under Government Notice No. 241 of the 15th February, 1957, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

Wette van die Unie van Suid-Afrika, 1955 (2 Dele)

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