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11 OKTOBER

[No. 628.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1578.]

[11 October 1963.]

INDUSTRIAL CONCILIATION ACT, 1956.

MILLINERY INDUSTRY, TRANSVAAL.

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Millinery Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st October, 1964, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; ,
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2, 6 (1), 17 (4) (g), 28, 29 and 30, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st October, 1964, 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 the date of publication of this notice and for the period ending the 31st October, 1964, the provisions of the said Agreement, excluding those contained in clauses 2, 6 (1), 17 (4) (g), 28, 29 and 30, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

A. E. TROLLIP,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1578.]

[11 Oktober 1963.]

WET OP NYWERHEIDSVERSOENING, 1956.

HOEDENYWERHEID, TRANSVAAL.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Hoedenywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1964 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 6 (1), 17 (4) (g), 28, 29 en 30, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1964 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Transvaal; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 6 (1), 17 (4) (g), 28, 29 en 30, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1964 eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE MILLINERY
(TRANSVAAL).

AGREEMENT

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

Transvaal Headwear Manufacturers' Association

(hereinafter called "the employers" or "employers' organisation"), of the one part, and the

Garment Workers' Union of South Africa

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Province of the Transvaal by all employers who are members of the employers' organisation and are engaged in the Millinery Industry, and by all employees who are members of the trade union and are employed in that industry and for whom minimum wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation from such date as may be specified by the Minister of Labour, and shall remain in force until 31st October, 1964, or for such period as may be determined by the Minister.

3. DEFINITIONS.

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

A reference to an Act shall include any amendment of such Act; and, unless the contrary intention appears, words importing the masculine gender shall include females and words used in the singular shall include the plural, and *vice versa*, further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

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

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

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

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

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

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

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

"experience" means—

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

(b) the total period or periods of employment in a shop of an employee mainly or wholly engaged in the alteration and/or repair of ladies' and/or girls' hats, incidentally to the sale by retail of such articles; and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time that such service is terminated;

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

BYLAE.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID
(TRANSVAAL).

OOREENKOMS

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

Transvaal Headwear Manufacturers' Association

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

Garment Workers' Union of South Africa

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Provinsie Transvaal nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Hoedenywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is, wat in daardie Nywerheid-werksaam is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid mag vasstel en bly van krag tot 31 Oktober 1964 of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWING.

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

Waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; en, tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel en word daar met woorde wat in die enkelvoud gebruik word, ook die meervoud bedoel en omgekeerd; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoenig, 1956;

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

Onverwerkte materiaal blok, stoom of styf, hoede pers, spuit en poleer, hoede kleur en borsel in die vervaardigingsproses, hoede in dose verpak, uitknipwerksaamhede verrig of 'n stoomketel bedien;

"stoomketelbediener" 'n werknemer wat onder algemene toesig verantwoordelik is vir die instandhouding van die waterpeil en stoomdruk in 'n stoomketel en wat die vuur in sodanige stoomketel mag maak, in stand mag hou of mag uithaal;

"uitknipper" 'n werknemer wat materiaal, uitgesonderd versiersel, met die hand of 'n masjien uitknip;

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

"bestuurder van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig bestuur, en vir die doel van hierdie omskrywing omvat die uitdrukking "'n motorvoertuig bestuur" alle tydperke wat daar bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die motorvoertuig of die wag en alle tydperke waarin daar van hom vereis word om op sy pos te bly, gereed om te bestuur;

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

"ondervinding"—

(a) die totale tydperk of tydperke diens van 'n werknemer in die Hoedenywerheid, afgesien van die plek waar hy aldus diens gedoen het of die klas werk wat sodanige werknemer verrig het, uitgesonderd die werk van 'n arbeider of 'n bestuurder van 'n motorvoertuig, en omvat dit ook—

(b) die totale tydperk of tydperke diens van 'n werknemer in 'n winkel waar sodanige werknemer hoofsaaklik of uitsluitlik hoede vir dames en/of meisies verander en/of herstel as 'n werksaamheid wat uit die kleinhandelverkoop van sodanige artikel voortspruit; en sodanige tydperk of tydperke diens word in elke dienskontrak geag aaneenlopend te wees vanaf die tyd waarop die werknemer by sy werkgewer in diens getree het tot die tyd waarop sodanige diens beëindig word;

"uurloon" die weekloon gedeel deur twee-en-veertig of deur dié kleiner getal wat die getal ure verteenwoordig wat daar gewoonlik in 'n bepaalde week in 'n bedryfsinrigting gewerk word;

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

- (a) Cleaning premises, utensils or other articles;
- (b) loading or unloading vehicles;
- (c) carrying, moving, stacking or sorting goods or waste;
- (d) making or maintaining fires or removing goods or waste;
- (e) delivering or conveying messages, letters or other articles on foot or by means of a bicycle or similarly propelled vehicles;
- (f) opening or closing packages;
- (g) making tea or similar beverages;
- (h) dusting hats;
- (i) straightening out of remnants;
- (j) cutting off surplus on brims;
- (k) stirring or grinding of chemicals;
- (l) grinding shellac;
- (m) packing;
- (n) collecting and sorting hats;
- (o) moulding flowers;
- (p) fixing belts;
- (q) laying up;
- (r) mangling hoods;

"machine operator" means a female employee who is engaged in one or more of the following operations:—

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

"milliner" means an employee other than a trimmer, blocker, machine operator or labourer who is engaged in the making of ladies' and/or girls' hats and bonnets;

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

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

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

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

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

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

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

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

"supervisor" means an employee who is in charge of employees engaged on the production or productive work in an establishment, and is responsible for the distribution and efficiency of their work; but this shall not apply to an employee who is actively engaged as a milliner who may distribute work and give instructions to other milliners;

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

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

"unqualified trimmer" means a trimmer who has had less than two years' experience.

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

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

- (a) persele, gerei of ander artikels skoonmaak;
- (b) voertuie op- of aflaai;
- (c) goedere of afvalmateriaal dra, verskuif, opstapel of sorteer;
- (d) vure maak en in stand hou en goedere of afvalmateriaal verwyder;
- (e) boodskappe, briewe of ander artikels te voet of deur middel van 'n fiets of 'n voertuig wat op 'n soortgelyke manier aangedryf word, aflewer of vervoer;
- (f) pakke oop- of toemaak;
- (g) tee of dergelyke drankte berei;
- (h) hoede afstof;
- (i) oorskietstukke gelykmaak;
- (j) surplusstukke aan hoedrande afsny;
- (k) chemikalieë roer of fynmaak;
- (l) skellak fynmaak;
- (m) verpak;
- (n) hoede versamel en sorteer;
- (o) blomme vorm;
- (p) bande aansit;
- (q) lae opmekaar pak;
- (r) hoedebolle pers;

"masjienwerker" 'n vroulike werknemer wat een of meer van die volgende werksaamhede verrig:—

- (a) koord aan hoedevorms of sagterandhoede werk;
- (b) ongeblokte, voorafgesnyde dele van hoede met 'n masjien vaswerk;

"hoedemaker" 'n werknemer, uitgesonderd 'n opmaker, blokker, masjienwerker of arbeider, wat hoede en kappies vir dames en/of meisies maak;

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

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

"Hoedenywerheid" of "Nywerheid" die Nywerheid waarin hoede vir dames en/of meisies gemaak, gefatsoeneer, geblok, opgemaak en/of gemodelleer word, hetsy gedeeltelik of in hul geheel, en omvat dit ook veranderings en/of herstelwerk daaraan, uitgesonderd veranderings wat voortspruit uit die verkoop van 'n hoed in 'n winkel;

"motorvoertuig" 'n meganiese aangedrewe voertuig wat gebruik word vir die vervoer en aflewering van goedere, en ook 'n voorhaker;

"deeltydse bestuurder van 'n motorvoertuig" 'n werknemer wat gewoonlik vir ander dienste as die bestuur van 'n motorvoertuig gebruik word maar wat op meer as twee dae in 'n week 'n motorvoertuig bestuur vir altesaam hoogstens drie uur op sodanige dag, en vir die doel van hierdie omskrywing omvat die uitdrukking "n motorvoertuig bestuur" alle tydperke wat daar bestuur word en alle tyd wat die bestuurder, terwyl hy vir die voertuig verantwoordelik is, bestee aan werk in verband met die voertuig of die vraag;

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

"winkel" 'n bedryfsinrigting waarin hoede vir dames en/of meisies verkoop of vir verkoop uitgestal word;

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

"toesighouer" 'n werknemer wat verantwoordelik is vir werknemers wat betrokke is by die produksie of die produktiewe werk van 'n bedryfsinrigting en wat verantwoordelik is vir die uitdeel en doeltreffendheid van hul werk, maar hierdie omskrywing is nie van toepassing nie op 'n werknemer wat aktief as 'n hoedemaker werksaam is en wat werk mag uitdeel en opdragte mag gee aan ander hoedemakers;

"opmaker" of "naaister" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (a) die aanbring van versiersels soos rek, lint, blomme of sluiwerk aan 'n hoed wat reeds geblok en gefatsoeneer is, volgens 'n gegewe model van so 'n hoed;
- (b) hoedebande, voerings of leer in hoede vaswerk wat, as deel van dieselfde werksaamheid, die vaswerk, met die hand of 'n masjien, van geblokte bolle en rande wat aanmeakaargesmet of -gespeld is, mag insluit;
- (c) versiersels met 'n masjien of met die hand maak volgens 'n gegewe ontwerp of patroon;
- (d) die rande of bolle van hoede bedraad;
- (e) 'n rand van 'n hoed met lint of 'n ander materiaal omboor;
- (f) vilt- en strooiestroke vir die rande van hoede en as versiersels met 'n masjien sny;

"ongekwalifiseerde opmaker" 'n opmaker met minder as twee jaar ondervinding.

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

4. BASIC WAGES AND COST OF LIVING ALLOWANCE.

(1) Subject to the provisions of sub-clause (4), (5) (c) and (6) of this clause, the following minimum basic wages and cost of living allowances shall be paid per week by employers to the undermentioned classes of weekly-paid employees and such employees shall not accept less than such wages and cost of living allowances—

Experience.	Basic.	Cost of Living Allowance at 95%.	Total.
	R	R	R
(a) Supervisors.....	10.00	9.50	19.50
(b) Milliners—			
(i) Unqualified milliners—			
First Year—			
First thirteen weeks.....	3.00	2.85	5.85
Second thirteen weeks....	3.25	3.08½	6.33½
Third thirteen weeks.....	3.50	3.35	6.85
Fourth thirteen weeks....	3.75	3.57	7.32
Second Year—			
First thirteen weeks.....	4.00	3.80	7.80
Second thirteen weeks....	4.25	4.03½	8.28½
Third thirteen weeks.....	4.50	4.27½	8.77½
Fourth thirteen weeks....	4.75	4.52	9.27
Third Year—			
First thirteen weeks.....	5.00	4.75	9.75
Second thirteen weeks....	5.25	4.98½	10.23½
Third thirteen weeks.....	5.50	5.22½	10.72½
Fourth thirteen weeks....	5.75	5.47	11.22
(ii) Fourth Year—Improver milliners—			
First thirteen weeks.....	6.00	5.70	11.70
Second thirteen weeks....	6.25	5.93½	12.18½
Third thirteen weeks.....	6.50	6.17½	12.67½
Fourth thirteen weeks....	6.75	6.42	13.17
Fifth Year—			
First thirteen weeks.....	7.00	6.65	13.65
Second thirteen weeks....	7.25	6.88½	14.13½
Third thirteen weeks.....	7.50	7.12½	14.62½
Fourth thirteen weeks....	7.75	7.37	15.12
(iii) Qualified Milliners.....	8.00	7.60	15.60
(c) Machine Operators—			
First Year—			
First thirteen weeks.....	3.00	2.85	5.85
Second thirteen weeks....	3.35	3.18½	6.53½
Third thirteen weeks.....	3.70	3.52	7.22
Fourth thirteen weeks....	4.05	3.85	7.90
Second Year—			
First thirteen weeks.....	4.40	4.17½	8.57½
Second thirteen weeks....	4.75	4.50	9.25
Third thirteen weeks.....	5.10	4.86	9.96
Fourth thirteen weeks....	5.45	5.17½	10.62½
Third Year—			
First thirteen weeks.....	5.30	5.51	11.31
Second thirteen weeks....	6.15	5.84½	11.99½
Third thirteen weeks.....	6.50	6.17½	12.67½
Fourth thirteen weeks....	6.85	6.50	13.35
And thereafter.....	7.00	6.65	13.65
(d) Trimmers—			
(i) Unqualified—			
First Year—			
First thirteen weeks.....	2.75	2.60	5.35
Second thirteen weeks....	3.00	2.85	5.85
Third thirteen weeks.....	3.25	3.08½	6.33½
Fourth thirteen weeks....	3.50	3.32½	6.82½
Second Year—			
First thirteen weeks.....	3.75	3.57	7.32
Second thirteen weeks....	4.00	3.80	7.80
Third thirteen weeks.....	4.25	4.03½	8.28½
Fourth thirteen weeks....	4.50	4.27½	8.77½
(ii) Qualified.....	5.00	4.75	9.75
(e) Blockers, Boiler attendants and Choppers out—			
First Year—			
First thirteen weeks.....	2.75	2.60	5.35
Second thirteen weeks....	3.00	2.85	5.85
Third thirteen weeks.....	3.25	3.08½	6.33½
Fourth thirteen weeks....	3.50	3.32½	6.82½
Second Year—			
First thirteen weeks.....	3.75	3.57	7.32
Second thirteen weeks....	4.00	3.80	7.80
And thereafter.....	4.50	4.27½	8.77½
(f) Full-time and part-time drivers of motor vehicles—			
First fifty-two weeks.....	4.50	4.00	8.50
And thereafter.....	5.55	5.00	10.55
(g) Labourers—			
Under 18 years.....	3.00	2.87½	5.87½
18 years of age and over..	4.00	3.82½	7.82½

4. BASIESE LONE EN LEWENSKOSTETOELAE.

(1) Behoudens die bepalinge van subklousules (4), (5) (c) en (6) van hierdie klousule, moet onderstaande minimum basiese lone en lewenskostetoelae per week deur die werkgevers aan ondergenoemde klasse weeklikse werknemers betaal word en mag sodanige werknemers geen bedrag wat kleiner as sodanige lone en lewenskostetoelae is, aanneem nie:—

Ondervinding.	Basies.	Lewens-kostetoelae teen 95%.	Totaal.
	R	R	R
(a) Toesighouers.....	10.00	9.50	19.50
(b) Hoedemakers—			
(i) Ongekwalfiseerde hoedemakers—			
Eerste jaar—			
Eerste dertien weke.....	3.00	2.85	5.85
Tweede dertien weke.....	3.25	3.08½	6.33½
Derde dertien weke.....	3.50	3.35	6.85
Vierde dertien weke.....	3.75	3.57	7.32
Tweede jaar—			
Eerste dertien weke.....	4.00	3.80	7.80
Tweede dertien weke.....	4.25	4.03½	8.28½
Derde dertien weke.....	4.50	4.27½	8.77½
Vierde dertien weke.....	4.75	4.52	9.27
Derde jaar—			
Eerste dertien weke.....	5.00	4.75	9.75
Tweede dertien weke.....	5.25	4.98½	10.23½
Derde dertien weke.....	5.50	5.22½	10.72½
Vierde dertien weke.....	5.75	5.47	11.22
(ii) Vierde jaar—Afwerkhoedemakers—			
Eerste dertien weke.....	6.00	5.70	11.70
Tweede dertien weke.....	6.25	5.93½	12.18½
Derde dertien weke.....	6.50	6.17½	12.67½
Vierde dertien weke.....	6.75	6.42	13.17
Vyfde jaar—			
Eerste dertien weke.....	7.00	6.65	13.65
Tweede dertien weke.....	7.25	6.88½	14.13½
Derde dertien weke.....	7.50	7.12½	14.62½
Vierde dertien weke.....	7.75	7.37	15.12
(iii) Gekwalfiseerde hoedemakers	8.00	7.60	15.60
(c) Masjienwerkers—			
Eerste jaar—			
Eerste dertien weke.....	3.00	2.85	5.85
Tweede dertien weke.....	3.35	3.18½	6.53½
Derde dertien weke.....	3.70	3.52	7.22
Vierde dertien weke.....	4.05	3.85	7.90
Tweede jaar—			
Eerste dertien weke.....	4.40	4.17½	8.57½
Tweede dertien weke.....	4.75	4.50	9.25
Derde dertien weke.....	5.10	4.86	9.96
Vierde dertien weke.....	5.45	5.17½	10.62½
Derde jaar—			
Eerste dertien weke.....	5.80	5.51	11.31
Tweede dertien weke.....	6.15	5.84½	11.99½
Derde dertien weke.....	6.50	6.17½	12.67½
Vierde dertien weke.....	6.85	6.50	13.35
Daarna.....	7.00	6.65	13.65
(d) Opmakers—			
(i) Ongekwalfiseer—			
Eerste jaar—			
Eerste dertien weke.....	2.75	2.60	5.35
Tweede dertien weke.....	3.00	2.85	5.85
Derde dertien weke.....	3.25	3.08½	6.33½
Vierde dertien weke.....	3.50	3.32½	6.82½
Tweede jaar—			
Eerste dertien weke.....	3.75	3.57	7.32
Tweede dertien weke.....	4.00	3.80	7.80
Derde dertien weke.....	4.25	4.03½	8.28½
Vierde dertien weke.....	4.50	4.27½	8.77½
(ii) Gekwalfiseer.....	5.00	4.75	9.75
(e) Blokkers, ketelbedieners en uitknipers—			
Eerste jaar—			
Eerste dertien weke.....	2.75	2.60	5.35
Tweede dertien weke.....	3.00	2.85	5.85
Derde dertien weke.....	3.25	3.08½	6.33½
Vierde dertien weke.....	3.50	3.32½	6.82½
Tweede jaar—			
Eerste dertien weke.....	3.75	3.57	7.32
Tweede dertien weke.....	4.00	3.80	7.80
Daarna.....	4.50	4.27½	8.77½
(f) Voltydse en deeltydse bestuurders van motorvoertuie—			
Eerste twee-en-veertig weke.....	4.50	4.00	8.50
Daarna.....	5.55	5.00	10.55
(g) Arbeiders—			
Jonger as 18 jaar.....	3.00	2.87½	5.87½
18 jaar oud en ouer.....	4.00	3.82½	7.82½

(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 wages 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:—

(i) 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;

(ii) 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 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-clauses (1) and (5) (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 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 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 in respect of that employee.

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

(5) (a) Notwithstanding anything to the contrary contained in this clause, the increases to which an employee may become entitled to 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.

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

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

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

is prescribed in sub-clause (1) shall pay to such employee in respect of that day—

(i) in the case mentioned in (a) the basic wage plus cost of living allowance for a day, calculated on the higher weekly rate, and

(ii) in the case mentioned in (b) not less than the basic wage plus cost of living allowance for a day calculated at the rate prescribed in the rising scale for the higher class next above the wage which the employee was receiving for his normal work;

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

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

(b) By die toepassing van hierdie Ooreenkoms moet die loon en lewenskostetoelae wat ten opsigte van 'n bepaalde dag, met inbegrip van 'n dag wat 'n weeklikse halfdag is, aan 'n werknemer betaalbaar is, soos volg bereken word tensy anders bepaal word:—

(i) In die geval van bedryfsinrigtings wat vyf dae per week werk, die weekloon plus die lewenskostetoelae waarop die werknemer geregtig is, gedeel deur vyf;

(ii) in die geval van bedryfsinrigtings wat ses dae per week werk, die weekloon plus die lewenskostetoelae waarop die werknemer geregtig is, gedeel deur vyf en 'n half.

(3) 'n Werknemer wat 'n totale besoldiging ontvang wat hoër is as die minimum loon plus die lewenskostetoelae wat in hierdie Ooreenkoms vir 'n werknemer van sy klas en met sy ondervinding voorgeskryf word, word vir die toepassing van hierdie Ooreenkoms geag slegs daardie lewenskostetoelae te ontvang wat in subklousule (1) en (5) (c) van hierdie klousule voorgeskryf word, en die saldo van sodanige totale besoldiging word vir alle doeleindes geag sy basiese loon te wees; met dien verstande dat—

(a) daar van geen werkgewer vereis mag word nie om 'n werknemer wat sodanige hoër basiese loon ontvang, 'n lewenskostetoelae te betaal wat hoër is as dié wat in hierdie Ooreenkoms voorgeskryf word vir 'n werknemer van sy klas en met sy ondervinding.

(4) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die basiese loon van 'n werknemer in die Nywerheid wat te eniger tyd voor of na die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër basiese loon betaal is of betaal mag word as die minimum loon wat in hierdie Ooreenkoms voorgeskryf word, verminder nie, en sodanige werknemer moet steeds 'n basiese loon betaal wat nie laer is nie as sodanige hoër loon en is daarop geregtig asof sodanige hoër loon die minimum loon ten opsigte van daardie werknemer is.

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

(5) (a) Ondanks andersluidende bepalings in hierdie klousule, is die verhogings waarop 'n werknemer geregtig mag word vanweë die lengte van sy ondervinding, betaalbaar op die eerste betaaldag van elke kwartaal, d.w.s. op die eerste betaaldag van Februarie, Mei, Augustus en November; met dien verstande dat die minimum loon en die lewenskostetoelae waarop 'n werknemer in enige kwartaal geregtig is, gebaseer moet word op sy ondervinding soos bereken aan die einde van die vorige kwartaal; en voorts met dien verstande dat, as 'n werknemer in enige kwartaal ses weke of langer in diens was, hy vir die berekening van sy ondervinding, geag moet word in diens te gewees het vir 'n tydperk van dertien weke in daardie kwartaal, en as hy in enige kwartaal vir minder as ses weke in diens was, moet hy, vir die berekening van sy ondervinding, geag word hoëgenaamd nie in daardie kwartaal in diens te gewees het nie.

(b) By die toepassing van hierdie subklousule, beteken die uitdrukking "ses weke" 'n dienstydperk in enige kwartaal wat begin op die datum waarop 'n werknemer in diens geneem is en wat eindig op die sesde Vrydag na sodanige indiensneming, of tydperke van diens in enige kwartaal wat altesaam op ses volle werkweke, gereken vanaf die datum van indiensneming tot die datum van diensbeëindiging, te staan kom.

(c) Die lewenskostetoelae wat ingevolge hierdie Ooreenkoms betaalbaar is, sluit die toelae in wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, of enige wetgewing waardeur dit vervang word, betaalbaar is, en as die toelae wat ingevolge hierdie Ooreenkoms betaalbaar is, te eniger tyd minder gunstig is as die toelae betaalbaar ingevolge genoemde Oorlogsmaatreël, soos gewysig, of wetgewing waardeur dit vervang word, moet die hoër toelae betaal word.

(6) 'n Werknemer wat 'n lid van 'n klas van sy werknemers toelaat of van hom vereis om op 'n bepaalde dag of benewens of ter vervanging van sy eie werk die werk van 'n ander klas te verrig waarvoor of—

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

(b) 'n stygende skaal van basiese lone, wat uitloop op 'n hoër loon as dié van sy eie klas;

in subklousule (1) voorgeskryf word, moet aan sodanige werknemer ten opsigte van daardie dag die volgende betaal word:—

(i) In die geval genoem in (a), die basiese loon plus lewenskostetoelae vir 'n dag, bereken teen die hoër weekloon; en

(ii) in die geval genoem in (b), minstens die weekloon plus lewenskostetoelae vir 'n dag, bereken teen die skaal wat in die stygende skaal voorgeskryf word vir die eersvolgende hoër klas bokant die loon wat die werknemer vir sy gewone werk ontvang;

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

5. PAYMENT OF REMUNERATION.

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

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

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

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

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

6. DEDUCTIONS.

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

- (a) except where otherwise provided in this Agreement, whenever an employee is absent from work, otherwise than on the instruction or at the request of his employer, or commences employment with an employer after the beginning of the working week of the establishment concerned, a deduction proportionate to the actual time lost may be made from the remuneration of such employee;
- (b) where short-time has been introduced, a deduction may be made for the actual time not worked;
- (c) for a period of not more than five working days immediately following the annual leave period in terms of clause 13;
- (d) where an employer supplies his employees with tea or some other beverage he may in respect thereof deduct five cents 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 dental plates or other dental work not otherwise provided for;
- (f) contributions to the Council funds in terms of clause 25 of this Agreement;
- (g) contributions to the Medical Benefit Society in terms of clause 26 of this Agreement;
- (h) contributions to the Slack Pay Fund in terms of clause 27 of this Agreement;
- (i) where 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 for time lost in excess of two hours;
- (j) where an employer is required or permitted to deduct any amount by any statutory law or order of any competent court;
- (k) where an employer by agreement with his employees closes his establishment on any public holiday not mentioned in clause 14, provided that he posts up a notice of his intention to close, in a prominent place, in his establishment, easily accessible to his employees at least twenty-four hours before the usual starting time;
- (l) with the written consent of the employees, deductions may be made by an employer for contributions to the funds of the trade union.

7. SHORT TIME.

(1) Whenever it is intended to introduce short time, a notice stating that fact shall be displayed prominently in the establishment concerned, not later than 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

5. BETALING VAN BESOLDIGING.

(1) (a) Die loon en lewenskostoelae en ander bedrae wat aan 'n werknemer verskuldig is, moet weekliks in kontant en wel gedurende die gewone werkdag op Donderdag of Vrydag, naamlik die dag wat die gewone betaaldag van die betrokke bedryfsinrigting is, in kontant betaal word; met dien verstande dat, waar 'n werknemer se diens nie op die betaaldag van die betrokke bedryfsinrigting eindig nie, alle bedrae wat aan hom verskuldig is, onmiddellik by sodanige beëindiging betaal moet word.

(b) Waar 'n werkgewer die diens van 'n werknemer ooreenkomsdig die bepalings van klousule 16 (4) beëindig, moet die loon en lewenskostoelae en alle ander bedrae wat by diensbeëindiging aan die werknemer verskuldig is, binne drie dae aan die Nywerheidsraad gestuur word vir deursending, op aansoek, aan genoemde werknemer.

(c) Paragraaf (a) en (b) hiervan is nie op werknemers wat in winkels werksaam is, van toepassing nie.

(2) Lone en ander bedrae moet betaal word in verseëelde koevertes of ander geskikte verseëelde houers en moet in elke geval vergesel gaan van 'n skriftelike staat wat of op 'n koevert gedruk of, waar nodig, in die ander houer wat gebruik word, geplaas moet word; en sodanige staat, wat deur die werknemer bewaar moet word, moet die volgende meld:—

- (a) Die basiese loon van die werknemer;
- (b) die lewenskostoelae van die werknemer;
- (c) die week of maand waarvoor die bedrag betaal word;
- (d) die gewone tyd en oortyd gedurende daardie week of maand gewerk;
- (e) die betaling wat ten opsigte van die gewone tyd en die oortyd wat gewerk is, verskuldig is;
- (f) addisionele bedrae wat betaal word (byvoorbeeld bonusse, vakansiebesoldiging, ens.);
- (g) besonderhede van bedrae wat die werkgewer afgetrek het;
- (h) die werklike bedrag wat aan die werknemer betaal word.

6. AFTREKKINGS.

Met uitsondering van die aftrekkings hieronder genoem, mag geen bedrae hoegenaamd van die besoldiging van 'n werknemer afgetrek word nie:—

- (a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgewer of wanneer hy na die begin van die werkweek van die betrokke bedryfsinrigting by 'n werkgewer begin werk, mag 'n bedrag wat eweredig is aan die werklike tyd wat hy verloor het, van die besoldiging van sodanige werknemer afgetrek word;
- (b) waar korttyd ingevoer is, mag 'n bedrag afgetrek word vir die werklike tyd wat daar nie gewerk is nie;
- (c) vir 'n tydperk van hoogstens vyf werkdag onmiddellik na die jaarlikse verloftydperk wat ingevolge klousule 13 toegestaan is, mag daar 'n eweredige bedrag afgetrek word;
- (d) waar 'n werkgewer tee of soortgelyke drankie aan sy werknemers verskaf, mag hy ten opsigte daarvan vyf sent per week van die loon van elke sodanige werknemer aftrek;
- (e) met die skriftelike toestemming van die werknemer, mag 'n werkgewer bedrae aftrek vir vakansie-, versekerings-, voorsorgs- of pensioenfondse of vir tandheelkundige plate of ander tandheelkundige werk waarvoor daar nie elders voorsiening gemaak word nie;
- (f) bydraes tot die fondse van die Raad ooreenkomsdig klousule 25 van hierdie Ooreenkoms;
- (g) bydraes tot die Mediese Hulpfondse ooreenkomsdig klousule 26 van hierdie Ooreenkoms;
- (h) bydraes tot die Slaptesbesoldigingsfondse ooreenkomsdig klousule 27 van hierdie Ooreenkoms;
- (i) waar daar weens die stopsetting van masjinerie nie werk vir 'n werknemer beskikbaar is nie, mag die werkgewer bedrae van die loon, plus lewenskostoelae, van sodanige werknemer aftrek vir die tyd wat verloor is en wat langer as twee uur duur;
- (j) waar 'n werkgewer ingevolge of kragtens 'n wetteregtelike bepaling of 'n bevel van 'n bevoegde hof 'n bedrag moet of mag aftrek;
- (k) waar 'n werkgewer volgens 'n ooreenkoms met sy werknemers sy bedryfsinrigting sluit op 'n openbare vakansiedag wat nie in klousule 14 genoem word nie, mits hy 'n kennisgewing van sy voorneme om aldus te sluit, op 'n opvallende plek in sy bedryfsinrigting wat vir sy werknemers maklik toeganklik is, minstens vier-en-twintig uur voor die gewone begintyd aanbring;
- (l) met die skriftelike toestemming van die werknemer, mag 'n werkgewer bedrae aftrek as bydraes tot die fondse van die vakvereniging.

7. KORTTYD.

(1) Wanneer die voorneme bestaan om korttyd in te voer, moet 'n kennisgewing waarin dié feit gemeld word, in 'n opvallende plek in die betrokke bedryfsinrigting vertoon word en wel nie later nie as 2 nm. op die dag voordat sodanige korttyd begin; met dien verstande dat 'n werknemer wat hom op 'n bepaalde dag by die bedryfsinrigting aanmeld, vir minstens die oggend-werktyd werk gegee of volle betaling in plaas daarvan moet ontvang tensy hy ooreenkomsdig hierdie klousule in kennis gestel is dat sy dienste vir die hele sodanige dag nie nodig sal wees nie.

(2) Wanneer die voorneme bestaan om korttyd vir 'n aaneenlopende tydperk van twee of meer dae in te voer, moet die Raad skriftelik van sodanige voorneme, die datum waarop die korttyd moet begin en die waarskynlike duur van sodanige korttyd

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

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

(1) No employee shall be employed on task-work, or piece-work, in any establishment provided that an employer may, subject to the provisions hereof, agree with any one or more of his employees to the payment of bonuses for any work performed by such employee or employees in excess of the normal day's or week's work; provided further that any bonus paid to an employee in terms of this 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) 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) An employer shall not require or permit an employee—
 - (a) to work for more than forty-two 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 8½ hours excluding lunch breaks in any one day in the case of shops and for more than 9 hours excluding lunch breaks in the case of all other establishments; provided that the normal hours of work in all establishments, other than shops, shall be half an hour less on a Friday than the normal hours of work on all other days;
 - (e) to work, in the case of shops, before 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, except in accordance with the provisions of clause 10 of this Agreement.

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

(3) (a) Rest intervals of not less than 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) An employer may permit any employee to work overtime and may arrange for any employee to work overtime; provided that no employer shall require or permit a female employee to work overtime—

- (a) for more than two hours on any day;
- (b) for more than three consecutive days;

verwittig word op dieselfde tyd as die kennisgewing wat ingevolge subklousule (1) hiervan vir die inligting van die werknemers vertoon word.

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

8. TAAKWERK, STUKWERK EN BONUSBETALINGS.

(1) Geen werknemer mag in 'n bedryfsinrigting gebruik word om taakwerk of stukwerk te verrig nie; met dien verstande dat 'n werknemer, behoudens die bepalinge hiervan, met een of meer van sy werknemers ooreen kan kom oor die betaling van bonusse vir werk wat sodanige werknemer of werknemers benewens die gewone dag of week se werk verrig het; en voorts met dien verstande dat enige bonus wat ooreenkomstig hierdie subklousule aan 'n werknemer betaal word, bō en behalwe die minimum loon, plus lewenskostoelae soos in hierdie Ooreenkoms vir hom voorgeskryf, betaal moet word.

(2) Die invoering van 'n stelsel van bonusbetaling moet ten opsigte van sowel die werkgewer as die werknemers op 'n vrywillige grondslag geskied, en daar kan volgens so 'n stelsel gewerk word alleenlik as beide partye wedersyds daarmee instem; voorts moet die werkgewer en die werknemer of werknemers wedersyds ooreenkom oor die gewone dag of week se werk, en die skaal waarvolgens 'n bonus betaal moet word, moet gebaseer word op die arbeidskoste per produksie-eenheid voor die invoering van die bonusstelsel.

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

- (a) die Raad binne veertien dae vanaf die datum waarop die stelsel in sy bedryfsinrigting in werking tree, skriftelik daarvan in kennis stel; en
- (b) 'n register van die bonus wat aan elkeen van sy werknemers betaal is, hou deur die bedrag, as daar is, wat op elke betaaldag as 'n bonus betaal is, in die gewone tyd- en loonregister van die bedryfsinrigting aan te teken.

(4) Vir die toepassing van hierdie klousule beteken "taakwerk" die vaststelling, deur 'n werkgewer of sy verteenwoordiger, van 'n definitiewe getal hoede of gedeeltes van hoede wat 'n werknemer in 'n bepaalde tyd moet maak, en beteken "stukwerk" enige stelsel, uitgesonderd taakwerk, waarvolgens besoldiging bereken word op die hoeveelheid of omvang van die werk wat gedoen is.

9. GEWONE WERKURE.

(1) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat—

- (a) om meer as twee-en-veertig uur, uitgesonderd etenspouses, in 'n bepaalde week te werk nie;
- (b) om, in die geval van winkels, op meer as ses dae in 'n bepaalde week of in die geval van ander bedryfsinrigtings, op meer as vyf dae in 'n bepaalde week te werk nie;
- (c) om, in die geval van winkels, op Sondag en in die geval van ander bedryfsinrigtings, op Saterdag of Sondag te werk nie;
- (d) om, in die geval van winkels, langer as 8½ uur, uitgesonderd etenspouses, op 'n bepaalde dag of, in die geval van ander bedryfsinrigtings, vir langer as nege uur, uitgesonderd etenspouses, te werk nie; met dien verstande dat die gewone werkure in alle bedryfsinrigtings, uitgesonderd winkels, op 'n Vrydag 'n half uur korter moet wees as die gewone werkure op alle ander dae;
- (e) om, in die geval van winkels, voor 7.30 v.m. of na 6 n.m. op enige dag van Maandag tot en met Vrydag of na 1 n.m. op Saterdag te werk nie;
- (f) om, in die geval van bedryfsinrigtings, uitgesonderd winkels, voor 7.30 v.m. of na 6 n.m. op enige dag van Maandag tot en met Vrydag te werk nie;
- (g) om gedurende die ruspouses waarvoor daar in hierdie klousule voorsiening gemaak word of gedurende die etenspouse te werk nie;
- (h) om langer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie; behalwe ooreenkomstig die bepalinge van klousule 10 van hierdie Ooreenkoms.

(2) 'n Werkgewer wat die begin- of oorsigtyd van die daaglikse werk in sy bedryfsinrigting in enige opsigte verander, moet die Raad binne veertien dae vanaf die datum waarop die verandering ingevoer is, skriftelik in kennis daarvan stel; met dien verstande dat waar sodanige verandering vir 'n tydperk van hoogstens twee weke ingevoer is en die bedryfsinrigting aan die einde van daardie tydperk weer die gewone ure werk wat voor die invoering van die verandering in ag geneem is, geen kennisgewing daarvan aan die Raad gestuur hoef te word soos hierin voorgeskryf nie.

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

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

10. OORTYDWERK.

(1) 'n Werkgewer mag 'n werknemer toelaat om oortyd te werk en mag reëlings vir 'n werknemer tref om oortyd te werk; met dien verstande dat 'n werkgewer nie van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd—

- (a) vir meer as twee uur op 'n dag te werk nie;
- (b) op meer as drie agtereenvolgende dae te werk nie;

- (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;
 (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 fifteen cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

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

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

11. OVERTIME RATES AND SUNDAY TIME.

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

- (a) At the rate of not less than one and one-half times the hourly total remuneration for each hour or part of an hour so worked on week-days, including Saturdays; provided that if overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted.
- (b) An employer shall pay an employee for any time worked by him on a Sunday—
- (i) at a rate of not less than double his full basic wage plus cost of living allowance in respect of a normal working day, or at the rate of not less than double his ordinary rate of basic wage plus cost of living allowance in respect of the total period worked on such Sunday, whichever is the greater;
- (ii) at a rate of not less than one and one-half times his hourly wage in respect of each hour or part of an hour worked on such Sunday, and in addition grant him within seven days of such Sunday, one day's holiday on full pay.
- (c) Notwithstanding the provisions of this clause, an employer may, in order to make up time lost through not working on a public holiday [other than those referred to in clause 14 (1) of this Agreement], permit his employees to work overtime on any day except Sunday, prior or subsequent to such public holiday at ordinary rates of pay, provided that permission has previously been obtained from the Council.

12. PROPORTION 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.

(1) Every employer shall grant, in the month of December of each year and not later than the last pay-day of the establishment for the year, to each of his employees who has been in his employment from any date prior to the first day of February of the same year and whose services have not been terminated before the 1st December of that year, three weeks' annual leave

- (c) op meer as 60 dae in 'n jaar te werk nie;
 (d) later as 6 nm. te werk nie;
 (e) na die voltooiing van haar gewone werkure vir meer as een uur op 'n dag te werk nie, tensy hy—

- (i) sodanige werknemer voor 12-uur middag op daardie dag daarvan in kennis gestel het;
 (ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of
 (iii) sodanige werknemer 'n toelae van minstens 15 sent betyds genoeg betaal het om haar in staat te stel om 'n ete te bekom voordat sy met die oortydwerk moet begin.

(2) Oortyd, d.w.s. tyd gewerk buite die gewone werkure soos voorgeskryf in klousule 9, mag nie gewerk word nie behalwe met die skriftelike toestemming van die Raad.

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

(4) Geen werknemer mag ontslaan of enigins in sy werk benadeel word nie omdat hy geweier het om oortyd te werk.

11. OORTYDBESOLDIGING EN TYD GEWERK OP SONDAG.

Onderstaande minimum besoldiging moet vir oortydwerk betaal word:—

- (a) minstens een en 'n halfmaal die totale uurloon vir elke uur of gedeelte van 'n uur aldus gewerk op weekdae, met inbegrip van Saterdag; met dien verstande dat, indien oortydbesoldiging wat op 'n daaglikse grondslag bereken word, verskil van dié wat op 'n weeklikse grondslag bereken word, die grondslag wat die gunstigste vir die werknemer is, aanvaar moet word.
- (b) 'n Werkgever moet 'n werknemer vir enige tyd wat hy op 'n Sondag gewerk het, soos volg betaal:—
- (i) Teen minstens dubbel sy volle basiese loon plus lewenskostoelae ten opsigte van 'n gewone werkdag of teen minstens dubbel sy gewone basiese loon plus lewenskostoelae ten opsigte van die totale tydperk op sodanige Sondag gewerk, naamlik die grootste bedrag; of
- (ii) teen minstens een en 'n half maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur op sodanige Sondag gewerk, en hom daarbenewens binne sewe dae vanaf sodanige Sondag een dag vakansie met volle besoldiging verleen.
- (c) Ondanks die bepalings van hierdie klousule, mag 'n werkgever, ten einde tyd in te haal wat verloor is omdat daar nie op 'n openbare vakansiedag [uitgesonderd die vakansiedae soos in subklousule 14 (1) van hierdie Ooreenkoms bedoel] gewerk is nie, sy werknemers toelaat om oortyd op enige dag, uitgesonderd Sondag, voor of na sodanige openbare vakansiedag teen die gewone loon te werk mits die toestemming van die Raad vooraf verkry is.

12. GETALSVERHOUDING VAN WERKNEMERS.

(1) Daar moet een gekwalifiseerde hoedemaker en een gekwalifiseerde opmaker in diens wees voordat 'n ongekwalifiseerde hoedemaker of opmaker in 'n bedryfsinrigting in diens geneem mag word. Vir elke vyf ongekwalifiseerde hoedemakers en/of opmakers wat in 'n bedryfsinrigting werksaam is, moet daar minstens een gekwalifiseerde hoedemaker en een gekwalifiseerde opmaker in diens wees; met dien verstande dat 'n gekwalifiseerde hoedemaker en 'n gekwalifiseerde opmaker uitruilbaar is.

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

(3) 'n Werkgever wat hoofsaaklik of uitsluitlik die werk van 'n hoedemaker of opmaker verrig, mag, by die bepaling van die getalsverhouding van werknemers, geag word 'n gekwalifiseerde hoedemaker of gekwalifiseerde opmaker te wees; met dien verstande dat waar 'n werkgever sake in meer as een bedryfsinrigting doen, hy nie ten opsigte van meer as een sodanige bedryfsinrigting geag mag word 'n gekwalifiseerde hoedemaker of gekwalifiseerde opmaker te wees nie.

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

13. JAARLIKSE VERLOF.

(1) Elke werkgever moet elke jaar gedurende die maand Desember en wel nie later nie as die laaste betaaldag van die bedryfsinrigting vir die jaar, aan elkeen van sy werknemers wat vanaf 'n datum voor die eerste dag van Februarie van dieselfde jaar by hom in diens was en wie se dienste nie voor 1 Desember van daardie jaar beëindig is nie, drie weke jaarlikse verlof met

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) An employer shall by not later than the fifteenth November each year, post up in an easily accessible place in his establishment, a notice of the closing and re-opening dates of his establishment in respect of the annual leave period.

(3) 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 the annual leave.

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

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

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

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

shall if he has been in employment with the same employer for a period of not less than one month, be paid not less than one quarter of his weekly wage 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.

(5) 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.

(6) Subject to the provisions of sub-clause (c) of clause 6, where an employer closes his establishment for a period not exceeding four weeks during the months of December and/or January, due to holiday recess, the employer shall pay full wages 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.

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

(8) 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 day of the establishment for the year" shall mean the 24th December.

14. PAID HOLIDAYS.

(1) Every employer shall grant to each of his employees New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant (16th 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 Sunday, the employees shall be paid a full day's wage plus cost of living allowance 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.

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

15. OUT-WORK.

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

volle betaling verleen; met dien verstande dat sodanige werknemer daarop geregtig is om sy verlof voor die laaste betaaldag van die bedryfsinrigting vir daardie jaar maar na 1 Desember te neem.

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

(3) Die verlofbesoldiging wat ingevolge subklousule (1) van hierdie klousule verskuldig is, moet voor of op die laaste werkdag van die werknemer voordat die tydperk van die jaarlikse verlof begin, deur die werkgever betaal word.

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

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

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

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

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

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

(6) Waar 'n werkgever sy bedryfsinrigting vir 'n tydperk van hoogstens vier weke gedurende die maande Desember en/of Januarie sluit vanweë die vakansiereses, moet die werkgever behoudens die bepalinge van subklousule (c) van klousule 6, volle loon en lewenskostoelae aan elkeen van sy werknemers betaal vir dié tydperk wat die bedryfsinrigting gesluit is en wat langer as vier weke is; met dien verstande dat 'n werkgever voor die vyftiende dag van November elke jaar by die Raad aansoek mag doen om skriftelike toestemming om sy bedryfsinrigting vir 'n tydperk van hoogstens vier weke gedurende die maande Desember en/of Januarie wat op genoemde vyftiende dag van November volg, te sluit, en indien sodanige toestemming deur die Raad verleen word, is die bepalinge van hierdie subklousule ten opsigte van die betaling van loon en lewenskostoelae vir die tydperk wat langer as vier weke duur, nie van toepassing nie.

(7) Indien 'n bedryfsinrigting gesluit word vir 'n tydperk wat Gelofte-dag of Kersdag of Nuwejaarsdag insluit, moet die werkgever aan elkeen van sy werknemers op die laaste werkdag van die jaar 'n volle dag se loon, plus lewenskostoelae, ten opsigte van elke sodanige dag betaal bo en behalwe sy jaarlikse verlofbesoldiging.

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

14. VAKANSIES MET BESOLDIGING.

(1) Elke werkgever moet aan elkeen van sy werknemers Nuwejaarsdag, Goëe Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-dag (16 Desember) en Kersdag as vakansiedae met besoldiging toestaan, en op enigeen van hierdie dae mag geen werkgever 'n werknemer laat werk en mag geen werknemer enige werk verrig nie.

(2) Wanneer enigeen van hierdie vakansiedae met besoldiging op 'n Saterdag of 'n Sondag val, moet die werknemers 'n volle dag se loon, plus lewenskostoelae, ten opsigte van elke sodanige dag betaal word.

(3) 'n Werknemer wat na die eerste dag van Desember in 'n bepaalde jaar kennis gee of kennis ontvang van sy diensbeëindiging, moet 'n volle dag se loon, plus lewenskostoelae, betaal word ten opsigte van elkeen van die vakansiedae met besoldiging, Gelofte-dag, Kersdag en Nuwejaarsdag; met dien verstande dat hierdie bepaling nie van toepassing is nie in die geval van 'n werknemer wat weens wangedrag ontslaan word of wat later as die eerste dag van Julie in daardie jaar by die werkgever in diens getree het.

(4) Enige dag waarop 'n bedryfsinrigting gedurende die maande September, Oktober of November vir werk gesluit is en wat saamval met enige Hindoe- (Dvali) of Joodse Rosh Hashanah-Yom Kippur-vakansiedae, moet as 'n vakansiedag met betaling toegestaan word.

15. BUITEWERK.

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

16. TERMINATION OF EMPLOYMENT.

(1) Subject to the provisions of clause 17, 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 affect—

- (a) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- (b) any agreement between the employer and employee providing for a period of notice of equal duration on both sides and for longer than one week, in which case such longer period of notice shall be given; 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) on account of leave with the permission or at the request of the employer;

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

- (i) thirteen consecutive weeks in the case of employees who are obliged to cease work on account of pregnancy;
 - (ii) three consecutive weeks in the case of employees who have had up to three years' experience in the Industry;
 - (iii) eight consecutive weeks in the case of employees who have had between three and five years' experience in the Industry; and
 - (iv) thirteen consecutive weeks in the case of employees who have had more than five years' experience in the Industry;
- and the notice referred to in 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, notice of such termination shall be given by notifying the Secretary of the Council, within three days of such termination, in writing. Any notification shall be accompanied by two copies of the certificate of Service referred to in sub-clauses (3) and (5) of clause 24 and by all wages, cost of living allowances and other amounts due to the employee on such termination, for transmission to the said 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.

(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

16. DIENSBEËINDIGING.

(1) Behoudens die bepalings van klousule 17, moet 'n werkgewer of 'n werknemer minstens een week vooraf skriftelik kennis gee van die beëindiging van 'n dienskontrak, en sodanige kennisgewingtermyn loop vanaf die gewone betaaldag van die werknemer; met dien verstande dat die volgende nie hierdeur geraak word nie:—

- (a) Die reg van 'n werkgewer of 'n werknemer om die dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;
- (b) 'n ooreenkoms wat daar tussen die werkgewer en die werknemer bestaan en waarin daar voorsiening gemaak word vir 'n kennisgewingtermyn wat vir albei partye ewe lank en langer is as een week, en in so 'n geval moet daar sodanige langer tydperk kennis gegee word; en voorts met dien verstande dat—
- (c) 'n werkgewer 'n werknemer sy loon, plus lewenskoste-toelae, mag betaal vir en in plaas van die kennisgewingtermyn voorgeskryf in subklousule (1) hiervan of soos ooreengekom ingevolge die bepalings van paragraaf (b) hierbo;
- (d) 'n werknemer wat kort tyd werk, sy diens sonder kennisgewing mag beëindig;
- (e) die diens tyd van 'n werknemer wat op die datum van indiensneming begin en eindig voor of op die tweede betaaldag na sodanige indiensneming, geag word 'n proeftydperk te wees, tensy 'n skriftelike ooreenkoms 'n teenoorgestelde bepaling bevat, en sodanige diens mag sonder kennisgewing deur die werkgewer of die werknemer beëindig word.

(2) 'n Werknemer wat gedurende die termyn van 'n kennisgewing ingevolge hierdie Ooreenkoms tydelik buite werk gestel word, moet volle betaling vir sodanige kennisgewingtermyn ontvang.

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

- (a) weens siekte, 'n ongeluk of swangerskap en die werkgewer binne drie dae vanaf die begin van sodanige afwesigheid daarvan in kennis gestel is; of
- (b) weens verlof met die toestemming of op versoek van die werkgewer;

mag sodanige werknemer nie vanweë of gedurende sodanige afwesigheid ontslaan word nie mits genoemde tydperk van afwesigheid hoogstens—

- (i) dertien agtereenvolgende weke beloop in die geval van werknemers wat verplig is om weens swangerskap op te hou om te werk;
- (ii) drie agtereenvolgende weke beloop in die geval van werknemers wat hoogstens drie jaar ondervinding in die Nywerheid het;
- (iii) agt agtereenvolgende weke beloop in die geval van werknemers wat tussen drie en vyf jaar ondervinding in die Nywerheid het; en
- (iv) dertien agtereenvolgende weke beloop in die geval van werknemers wat meer as vyf jaar ondervinding in die Nywerheid het;

en die kennisgewingtermyn wat in subklousule (1) hiervan genoem word, mag nie met sodanige tydperk van afwesigheid saamval nie; met dien verstande dat 'n werkgewer van 'n werknemer mag vereis om 'n geneeskundige sertifikaat as bewys van sy siekte of ongeluk in te dien wanneer hy na sy werk terugkeer; en voorts met dien verstande dat geen kombinasie van oorsake gebruik mag word om die langste tydperk van afwesigheid wat toelaatbaar is as gevolg van enige van die gebeurlikhede wat in subklousule (i) tot (iv) hiervan genoem word en wat van toepassing mag wees, te verleng nie.

(4) Die diens van 'n werknemer wat vir 'n tydperk van drie agtereenvolgende werkdade van sy werk af wegby sonder om sy werkgewer van die redes vir sy afwesigheid te verwittig, mag sonder kennisgewing deur die werkgewer beëindig word.

(5) (a) Wanneer 'n werkgewer die diens van 'n werknemer ingevolge subklousule (4) hiervan beëindig, moet die Sekretaris van die Raad binne drie dae vanaf sodanige beëindiging skriftelik daarvan in kennis gestel word. Alle lone, lewenskostetoelae en ander bedrae wat by sodanige beëindiging aan die werknemer verskuldig is, moet saam met sodanige kennisgewing en ook twee kopieë van die dienssertifikaat soos in subklousule (3) en (5) van klousule 24 bedoel, aan die Nywerheidsraad gestuur word vir deursending, op aansoek, aan genoemde werknemer.

(b) Die bepaling van hierdie subklousule is *mutatis mutandis* van toepassing op diensbeëindiging ingevolge subklousule (1) hiervan.

17. WERKNEMERS WAT IN WINKELS WERKSAAM IS.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is onderstaande bepalings van toepassing op werknemers wat in winkels werksaam is:—

(1) Die loon, lewenskostetoelae en ander bedrae wat aan 'n werknemer verskuldig is, moet maandeliks of wekeliks en wel nie later nie as 15 minute nadat die werknemer sy werk op die laaste dag van die maand of op die wekelike betaaldag van die bedryfsinrigting na gelang van die geval, beëindig het, in kontant betaal word.

(2) (a) 'n Werknemer of sy werkgewer moet minstens twee weke, in die geval van 'n werknemer wat maandeliks besoldig word, en minstens een week, in die geval van 'n werknemer wat wekeliks besoldig word, kennis gee van die beëindiging van die dienskontrak; met dien verstande dat die reg van 'n werknemer of 'n werkgewer om die dienskontrak sonder

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 (1) (e) of this Agreement shall not be longer than two weeks commencing from the date of employment of the employee.

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

(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 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 his 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 made from any amounts due to an employee for work performed by him or otherwise arising from his employment, other than the following:—

- (a) With the written consent of his employee, deductions for holiday insurance, provident or pension funds, or for dental plates and other dental work not otherwise provided for.
- (b) Contributions to the Council Funds, the Medical Benefit Society and the Slack Pay Fund, which shall be deducted in terms of clauses 25, 26, and 27 of this Agreement.
- (c) Except where otherwise provided in this Agreement, whenever an employee is absent from work, otherwise than on the instructions or at the request of his employer, or commences employment with an employer after the beginning of the working week of the establishment concerned, a deduction proportionate to the actual time lost may be made from the remuneration of such employee.
- (d) A deduction of any amount which an employer is by any statutory 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.
- (g) Deductions for the funds of the trade union, where the employee gives his consent.

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

- (a) An 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;

kennisgewing om 'n regsgeldige rede te beëindig of 'n ooreenkoms tussen die werknemer en die werkgever waarin daar voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank en langer is as twee weke of een week, na gelang van die geval, nie deur hierdie bepaling geraak word nie en in so 'n geval daar aldus langer kennis gegee moet word.

(b) Die kennis soos in paragraaf (a) hiervan bedoel, moet so gegee word dat dit loop vanaf—

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

(c) Die proeftydperk soos in klousule 16 (1) (e) van hierdie Ooreenkoms bedoel, mag nie langer as twee weke vanaf die datum waarop die werknemer in diens tree, wees nie.

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

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

- (a) van sy werknemer mag vereis om 'n geneeskundige sertifikaat as bewys van sodanige siekte of ongeluk in te dien ten opsigte van enige afwesigheid wat langer as drie dae duur;
- (b) die bedrag van enige vergoeding wat ingevolge die bepalings van die Ongevallewet, 1941, ten opsigte van sodanige siekte of ongeluk betaalbaar is, mag aftrek;
- (c) enige bedrag wat ingevolge die bepalings van die reg insake werkgever en dienaar vir geneeskundige en/of hospitaalbehandeling betaal is as gevolg van sodanige siekte of ongeluk, mag aftrek.

(4) Elke werknemer wat per week of per maand besoldig word, is daarop geregtig om op die gewone betaaldag van die betrokke bedryfsinrigting minstens sy volle week- of maandloon (na gelang van die geval), plus lewenskostetoelae, te ontvang, en 'n werkgever mag geen gedeelte van die besoldiging wat 'n werknemer verdien het, terughou nie en daar mag ook geen boetes of ander bedrae, uitgesonderd dié hieronder gemeld, van die bedrae wat aan 'n werknemer verskuldig is vir werk wat hy verrig het of wat andersins uit sy werk voortspruit, afgetrek word nie:—

- (a) Met die skriftelike toestemming van sy werknemer, aftrekkings vir vakansie-, versekerings-, voorsorgs- of pensioenfondse of vir tandheelkundige plate en ander tandheelkundige werk waarvoor daar nie ander voorsiening gemaak word nie.
- (b) Bydraes tot die fondse van die Raad, die Mediese Hulpvereniging en die Slaptesbesoldigingsfonds, wat ingevolge klousule 25, 26 en 27 van hierdie Ooreenkoms afgetrek moet word.
- (c) Behoudens andersluidende bepalings van hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgever of by 'n werkgever begin werk na die begin van die werkweek van die betrokke bedryfsinrigting, mag 'n bedrag wat eweredig is aan die werklike tyd wat verloor is, van die besoldiging van sodanige werknemer afgetrek word.
- (d) 'n Bedrag wat 'n werkgever ingevolge of kragtens 'n wettereglike bepaling of 'n bevel van 'n bevoegde hof moet of mag aftrek.
- (e) Met die skriftelike toestemming van sy werknemer, mag 'n werkgever bedrae aftrek wat aan hom verskuldig is vir goedere wat sy werknemer van hom aangekoop het; met dien verstande dat geen werkgever van sy werknemer mag vereis om goedere van hom of van 'n winkel of persoon deur hom aangewys, te koop nie.
- (f) Waar daar korttyd ingevoer is, mag die werknemers betaal word vir die werklike tyd deur hulle gewerk.
- (g) Bedrae vir die fondse van die vakvereniging mag afgetrek word wanneer die werknemer sy toestemming daartoe verleen.

(5) Die bepalings van klousule 13 van hierdie Ooreenkoms is nie op werknemers wat in winkels werksaam is, van toepassing nie. Onderstaande bepalings is ten opsigte van sodanige werknemers en hul werkgevers van toepassing:—

- (a) 'n Werknemer is geregtig op, en daar moet aan hom agtien agtereenvolgende werkdag jaarlikse verlof met volle besoldiging verleen word na elke jaar diens by dieselfde werkgever; met dien verstande dat waar 'n werkgever en 'n werknemer daarvoor ooreenkom,

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) An employee whose contract of employment terminates—
 - (i) in the first year of employment with the same employer, after the completion of one month's employment but before the completion of such year; or
 - (ii) in any subsequent year of employment with the same employer but before the completion of such year,

shall upon such termination, be paid in respect of each completed month of employment of the said uncompleted year, an amount not less than one and a half day's wage plus cost of living allowance.

- (e) An employee who has become entitled to a period of leave in terms of paragraph (a) hereof and whose employment terminates before such leave has been granted shall, upon termination, be paid in respect of each week of such leave an amount of 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) The provisions of clause 14 of this Agreement shall not apply in respect of employees employed in shops. The following provisions shall apply in respect of such employees and their employers:—
 - (a) An employee shall be entitled to and be granted leave on all public holidays and shall be paid in respect of each such holiday not less than one-sixth of the weekly wage plus cost of living allowance;
 - (b) no deduction 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 (b) of this Agreement shall not apply to employees employed in shops;
 - (c) employees shall not be entitled to receive extra pay in respect of the paid holidays as provided in clause 14 of this Agreement.
 - (7) (a) Payments in respect of annual leave or paid holidays due in terms of this clause shall be calculated at the rate of the wage 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 holidays; or immediately prior to the date upon which his employment terminated, as the case may be.
 - (b) For the purpose of this clause "month of employment" shall mean a period of one calendar month commencing from the date on which the employee commenced work with the particular employer.

18. REGISTRATION OF PREMISES.

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

(2) In the event of a change in any of the particulars referred to in 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.

sodanige verlof nie agtereenvolgens hoof te wees nie; en voorts met dien verstande dat as 'n openbare vakansiedag binne die tydperk van sodanige verlof val, sodanige vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van afwesigheidsverlof met volle besoldiging.

- (b) Die verlof waarop 'n werkgewer kragtens paragraaf (a) hierbo geregig is, moet verleen word op 'n tyd wat die werkgewer moet vasstel maar wat nie later mag wees nie as twee maande na voltooiing van die jaar diens ten opsigte waarvan dit opgehoop het.
- (c) Die verlof wat kragtens paragraaf (a) hierbo aan 'n werknemer verskuldig is, is verlof met volle besoldiging, en die bedrag wat ten opsigte daarvan verskuldig is, moet in alle gevalle voor die aanvangsdatum van die verlof betaal word.
- (d) 'n Werknemer wie se dienskontrak—
 - (i) gedurende sy eerste jaar diens by dieselfde werkgewer eindig na die voltooiing van een maand diens maar voor voltooiing van sodanige jaar; of
 - (ii) in 'n daaropvolgende jaar by dieselfde werkgewer eindig voor die voltooiing van sodanige jaar;

moet by sodanige diensbeëindiging ten opsigte van elke voltooiende maand diens gedurende genoemde onvoltooiende jaar 'n bedrag betaal word van minstens een en 'n half dag se loon, plus lewenskostoelae, ten opsigte van elke voltooiende maand diens.

- (e) 'n Werknemer wat kragtens paragraaf (a) hiervan op 'n tydperk van verlof geregig geword het en wie se diens eindig voordat sodanige verlof toegestaan is, moet by diensbeëindiging ten opsigte van elke week van sodanige verlof 'n bedrag betaal word van minstens die weekloon plus lewenskostoelae, of 'n pro rata gedeelte daarvan, ten opsigte van enige gedeelte van 'n week wat daarby betrokke is.
- (6) Die bepalings van klousule 14 van hierdie Ooreenkoms is nie op werknemers wat in winkels werksaam is, van toepassing nie. Onderstaande bepalings is op sodanige werknemers en hul werkgewers van toepassing:—
 - (a) 'n Werknemer is geregig op verlof op alle openbare vakansiedae en moet sodanige verlof verleen word en moet ten opsigte van elke sodanige dag minstens een sesde van die weekloon, plus lewenskostoelae, betaal word.
 - (b) Geen bedrag mag vir openbare vakansiedae waarop die werknemer nie werk nie, van 'n werknemer se loon of lewenskostoelae afgetrek word nie, en die bepalings van klousule 11 (b) van hierdie Ooreenkoms is nie op werknemers wat in winkels werksaam is, van toepassing nie.
 - (c) Werknemers is nie daarop geregig om ekstra besoldiging ten opsigte van die vakansiedae met betaling, soos in klousule 14 van hierdie Ooreenkoms bepaal, te ontvang nie.
 - (7) (a) Betalings wat ten opsigte van jaarlikse verlof of vakansiedae met betaling verskuldig is ingevolge die bepalings van hierdie klousule, moet bereken word teen die loon, plus lewenskostoelae, wat die werknemer onmiddellik voor die datum van die aanvangs van die verlof of vakansiedae met betaling ontvang het of waarop hy geregig was, of onmiddellik voor die datum waarop sy diens beëindig is, na gelang van die geval.
 - (b) Vir die toepassing van hierdie klousule beteken "maand diens" 'n tydperk van een kalendermaand wat begin op die datum waarop die werknemer by die bepaalde werkgewer in diens tree.

18. REGISTRASIE VAN PERSELE.

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

(2) In geval van 'n verandering in eenige van die besonderhede genoem in subklousule (1) hiervan, moet sodanige verandering of verandering binne twee weke vanaf die datum van die verandering aan die Sekretaris van die Raad bekendgemaak word.

(3) By die toepassing van hierdie klousule, beteken "okkupeerder" 'n persoon wat belas is met die algemene bestuur van en beheer oor die perseel, en as daar twee of meer sodanige persone is, word al sodanige persone bedoel.

19. PREMIES.

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

(2) Vir die toepassing van hierdie klousule beteken "premie" sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, enige prestasie, van watter aard ook al, wat in ruil vir die opleiding van 'n werknemer gegee word.

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 reasons, 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 person 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) 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 eighteen years of age may be regarded as "adults");
- (b) the nature and the class of work performed;
- (c) the times of starting and finishing work each day;
- (d) the times and duration of the tea and lunch 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 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. CERTIFICATE 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 duly completed, to every employee on the date of termination of his employment, which shall be in the form of Annexure C to this Agreement.

20. INDIENSNEMING VAN MINDERJARIGES.

Niemand onder die leeftyd van vyftien jaar mag in die Hoederywerheid in diens geneem word nie.

21. VRYSTELLINGS.

(1) Die Raad mag, weens hoë leeftyd, swaakheid of om enige afdoende rede, vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon of persone verleen, met dié uitsondering dat geen vrystelling waarkragtens daar van 'n vroulike werknemer vereis word of sy toegelaat word om—

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

te werk, verleen mag word nie tensy sodanige werk weens 'n noodgeval noodsaaklik is.

(2) Die Raad bepaal die voorwaardes waarop vrystelling verleen word en die tydperk waarin dit van toepassing is; met dien verstande dat die Raad, as hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persone, enige vrystellingsertifikaat mag intrek afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het al dan nie.

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

- (a) Die naam van die betrokke bedryfsinrigting en/of persone;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat die Raad vir die verlening van sodanige vrystelling gestel het; en
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle vrystellingsertifikate wat uitgereik word, agtereenvolgens nummer;
 - (b) 'n kopie van elke sertifikaat wat uitgereik word, bewaar;
 - (c) waar vrystelling aan of ten opsigte van 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever, en omgekeerd, stuur.

(5) Elke werkgever en elke werknemer moet die bepalings van enige vrystellingsertifikaat nakom wat ooreenkomstig hierdie klousule uitgereik is.

22. VERTONING VAN OOREENKOMS.

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

23. REGISTERS WAT DEUR WERKGEWERS GEHOU MOET WORD.

(1) Elke werkgever moet te alle tye 'n register hou wat die volgende besonderhede omtrent elke werknemer toon:—

- (a) Sy volle naam, geslag, leeftyd en ras (werknemers wat ouer as agtien jaar is, mag beskou word as "volwassenes");
- (b) die klas en die aard van die werk wat verrig word;
- (c) die tye waarop die werk elke dag begin en gestaak moet word;
- (d) die tye en duur van die tee- en etenspouses;
- (e) die totale getal ure wat daar gewoonlik op elke dag en in elke week gewerk word;
- (f) die totale getal oortydure wat elke dag in elke week gewerk word;
- (g) die gewone basiese loon en die lewenskostoelae per week of per maand;
- (h) die gewone totale besoldiging per week of per maand;
- (i) alle bedrae wat betaal is ten opsigte van bonusse vir ekstra werk wat verrig is, vakansiedae met betaling, jaarlikse verlof of ander addisionele bedrae;
- (j) besonderhede van alle bedrae wat van die werknemer se loon afgetrek is;
- (k) die werklike loon, lewenskostoelae en totale besoldiging wat elke week of maand betaal is.

(2) Elke werkgever moet die registers soos in subklousule (1) hiervan voorgeskryf, vir 'n tydperk van drie jaar hou na die datum waarop die gebeurtenisse wat daarin aangeteken is, plaasgevind het, en hierdie registers moet te eniger tyd binne daardie tydperk vir inspeksie beskikbaar gehou word.

24. DIENSSERTIFIKAAT, INDIENSNEMINGSVORMS EN LYS TE VAN WERKNEMERS.

(1) Elke werkgever moet, voordat hy 'n persoon wat aansoek om werk gedoen het, toelaat om te begin werk, van sodanige applikant vereis om of 'n dienssertifikaat wat deur sy vorige werkgever in die Nywerheid uitgereik is ooreenkomstig die bepalings van subklousule (3) van hierdie klousule of 'n sertifikaat uitgereik deur die Raad, wat in die vorm van Aanhangsel A van hierdie Ooreenkoms moet wees, te toon.

(2) Wanneer 'n werkgever '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 moet wees. Een kopie van hierdie vorm moet binne twee weke vanaf die datum waarop 'n werknemer diens aanvaar het, saam met die sertifikaat wat die werknemer saamgebring het, aan die Sekretaris van die Raad gestuur word.

(3) Elke werkgever moet 'n behoorlik ingevulde dienssertifikaat uitreik aan elke werknemer op die datum van sy diensbeëindiging, en sodanige sertifikaat moet in die vorm wees soos in Aanhangsel C van hierdie Ooreenkoms voorgeskryf.

(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.

(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-clause (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 on which the change was put into operation. Provided that where any such change has been in operation for a period of not longer than two weeks and the employee has, at the end of that period, been transferred back to the class of work which he was performing prior to the change, no notification need be sent to the Council as herein prescribed.

(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 two and a half cents 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 eleven cents 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 2½ cents in respect of any week in that month, during which the employee is absent without pay for more than two days.

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

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

26. MEDICAL BENEFIT SOCIETY.

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

(2) (a) Employees for whom basic wages and cost of living allowance are prescribed in clause 4, shall be members of the Society.

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

(3) (a) For the purposes of the Society, each employer shall, on every pay-day after this Agreement comes into operation, deduct ten cents per week from the wages of each member, provided that—

(i) In the case of members who are paid monthly, deductions may be made monthly and in that event the employer shall, on every pay-day after the Agreement comes into operation, deduct 43 cents per month from the wages of each member;

(4) Elke werkgewer moet een kopie van elke sertifikaat wat ingevolge subklousule (2) en (3) hiervan uitgereik is, bewaar vir 'n tydperk van drie jaar na die datum van uitreiking.

(5) Elke werkgewer moet binne sewe dae vanaf die datum waarop die diens van 'n werknemer beëindig is, aan die Sekretaris van die Raad een kopie van die dienssertifikaat stuur wat aan die werknemer uitgereik is.

(6) Waar 'n werknemer se diens ingevolge klousule 16 (4) van hierdie Ooreenkoms beëindig is, moet die werkgewer binne drie dae albei kopieë van die sertifikaat soos in subklousule (3) en (5) hiervan bedoel, aan die Sekretaris van die Raad stuur, wat een kopie daarvan op aansoek aan die werknemer moet stuur.

(7) Wanneer 'n werkgewer een van sy werknemers oorplaas van een klas werk in sy bedryfsinrigting na 'n ander klas werk (byvoorbeeld 'n hoedemaker, opmaker, blokker of arbeider), moet die Raad binne veertien dae vanaf die datum waarop die verandering bewerkstellig is, skriftelik van sodanige verandering in kennis gestel word; met dien verstande dat waar sodanige verandering vir 'n tydperk van hoogstens twee weke in werking was en die werknemer aan die einde van daardie tydperk teruggeplaas word na die klas werk wat hy voor die verandering verrig het, geen kennisgewing soos hierin voorgeskryf, aan die Raad gestuur hoef te word nie.

(8) (a) Voor die vyftiende dag van Februarie, Mei, Augustus en November elke jaar moet elke werkgewer van werknemers wat weekliks besoldig word, aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, 'n lys stuur van al sodanige werknemers wat in sy diens is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, en sodanige lys moet die volgende besonderhede soos dit op die eerste betaaldag in elkeen van genoemde maande bestaan het, verstrek: Hul volle name, geslag, ras, klas werk verrig (bv. hoedemaker, opmaker, blokker of arbeider) en hul loon, en die lewenskostoelae soos betaal op die eerste betaaldag van daardie maand.

(b) Werkgewers van werknemers wat maandeliks besoldig word, moet die lys wat ingevolge subklousule (a) hiervan vereis word, binne sewe dae na die eerste betaaldag in elke kwartaal aanstuur.

25. FONDSE VAN DIE RAAD.

Die fondse van die Raad, wat berus by en geadmistreer word deur die Raad, word op die volgende manier verskaf:—

(1) Op elke betaaldag nadat hierdie Ooreenkoms in werking getree het, moet elke werkgewer twee en 'n half sent per week aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word; met dien verstande dat—

(a) in die geval van werknemers wat maandeliks betaal word, die bedrae maandeliks afgetrek mag word, en in so 'n geval moet die werkgewer op elke betaaldag nadat hierdie Ooreenkoms in werking getree het, elf sent per maand aftrek van die loon van elke werknemer vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word;

(b) behoudens die bepalinge van subklousule (c), wanneer 'n werknemer wat weekliks besoldig word, vir meer as twee dae in 'n bepaalde week sonder besoldiging afwesig is, geen raadsgelde vir daardie week afgetrek mag word nie. In die geval van werknemers wat maandeliks besoldig word, moet die gewone bedrag met 2½ sent verminder word ten opsigte van enige week in daardie maand waarin die werknemer vir meer as twee dae sonder besoldiging afwesig was.

(2) Die totale bedrag wat aldus van die lone van werknemers afgetrek is, tesame met 'n bedrag wat daaraan gelyk is en wat deur die werkgewer bygedra word, moet binne een week vanaf die datum waarop die bedrae afgetrek moet word, deur die werkgewer aan die Sekretaris van die Raad gestuur word saam met 'n staat waarop die name van die werknemers van wie se lone die bedrae afgetrek is, gemeld moet word.

(3) Waar 'n werkgewer versuim het om bedrae van die lone van sy werknemers af te trek, word hy nie toegelaat om agterstallige bydraes af te trek nie maar moet hy hierdie bydraes self betaal.

26. MEDIESE BYSTANDSVERENIGING.

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

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

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

(3) (a) Vir die doel van die Vereniging, moet elke werkgewer op elke betaaldag nadat hierdie Ooreenkoms in werking getree het, tien sent per week van die loon van elke lid aftrek; met dien verstande dat—

(i) in die geval van lede wat maandeliks besoldig word, die bedrae maandeliks afgetrek mag word, en in so 'n geval moet die werkgewer op elke betaaldag na die inwerking-treding van hierdie Ooreenkoms 43 sent per maand van die loon van elke lid aftrek;

(ii) when a weekly paid member is absent without pay for more than two days in any week, no deductions of contributions shall be made for that week, and in the case of monthly paid members, the normal deductions shall be reduced by eleven cents in respect of any week in that month, during which the employee is absent without pay for more than two days.

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

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

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

(6) The Society shall be administered by a Management Committee appointed by the Council in terms of its constitution and consisting of two representatives of the employers' organisation and two representatives of the trade union, in accordance with a constitution not inconsistent with this agreement and approved of by the Council. The Council may in its discretion also establish 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.

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

(8) Should 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.

(9) 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, in the manner laid down in the Society's constitution but by not less than two officials.

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

(11) The Management Committee may invest any amount or amounts surplus to the Society's requirements provided that such amount or amounts shall be invested with a savings bank or building society or in National Savings Certificates or stock of the Government of the Republic of South Africa, or local Government stock.

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

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

(a) all moneys received—

- (i) in terms of sub-clause (2) hereof;
- (ii) from any other sources; and

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

(14) Disbursements from the Society shall cease whenever the amount to the credit of the Society falls below one hundred rand and shall not re-commence until the amount in question increases above two hundred rand.

(ii) wanneer 'n lid wat wekeliks besoldig word, sonder besoldiging afwesig is vir meer as twee dae in 'n bepaalde week, geen bydraes vir daardie week afgetrek mag word nie, en in die geval van lede wat maandeliks besoldig word, die gewone aftrekkings met elf sent verminder moet word ten opsigte van elke week in daardie maand waarin die werknemer vir meer as twee dae sonder besoldiging afwesig was.

(b) Die totale bedrag wat aldus van die lone van lede afgetrek is, tesame met 'n bedrag wat deur die werkgewer bygedra moet word en daaraan gelyk is, moet binne een week vanaf die datum waarop sodanige bedrae afgetrek moet word, deur die werkgewer aan die Sekretaris van die Raad gestuur word saam met 'n staat wat die name meld van die lede van wie se lone die bedrae afgetrek is.

(4) Wanneer 'n werkgewer versuim het om bydraes van die lede af te trek, word hy nie toegelaat om agterstallige bydraes af te trek nie maar moet hy sodanige bydraes self betaal.

(5) Die fondse van die Vereniging word aangewend as siekte-besoldiging en hulpverlening aan lede om die dienste van 'n algemene geneeskundige praktisyn en medisyne volgens 'n voorskrif van 'n dokter te verkry.

(6) Die Vereniging word deur 'n Bestuurskomitee wat die Raad ingevolge sy konstitusie aangestel het en wat bestaan uit twee verteenwoordigers van die werkgewersorganisasie en twee verteenwoordigers van die vakvereniging, geadmistreer ooreenkomstig 'n konstitusie wat nie met hierdie Ooreenkoms onbestaanbaar is nie en wat deur die Raad goedgekeur is. Die Raad mag na sy goedvinde ook subkomitees aanstel om te help met die administrasie van die sake van die Vereniging in 'n bepaalde gebied en mag sekundi vir elkeen van genoemde verteenwoordigers aanstel, en sodanige sekundi het, wanneer hulle vergaderings in die afwesigheid van die hoofverteenwoordigers bywoon, al die bevoegdhede en voorregte van die verteenwoordigers.

(7) Die konstitusie van die Vereniging mag van tyd tot tyd gewysig word deur die Raad of deur die Bestuurskomitee (behoudens die goedkeuring van die Raad). 'n Kopie van die konstitusie en van alle wysigings daarvan moet by die Sekretaris van die Raad en by die Sekretaris van Arbeid, Pretoria, ingedien word. Die konstitusie moet gedurende die gewone kantoorure in die kantoor van die Raad ter insae lê vir enige geregistreerde werkgewer of werknemer in die Hoedenywerheid.

(8) Indien daar te eniger tyd 'n geskil ontstaan omtrent die bepalings van die konstitusie of die administrasie van die Vereniging in verband waarmee die lede van die Bestuurskomitee gelykop verdeel is en daar tot geen ooreenkoms geraak kan word nie, moet sodanige geskil verwys word na 'n arbiter oor wie hulle ooreengekom het, of indien hulle nie aldus ooreen kan kom nie, wat deur die Minister van Arbeid benoem word, en die beslissing van sodanige arbiter is finaal.

(9) Die Raad moet 'n bankrekening vir die Vereniging open waarin alle gelde wat die Vereniging ontvang, gestort moet word. Opragings uit die Vereniging se rekening geskied per tjek, geteken op die manier soos voorgeskryf in die Vereniging se konstitusie, maar deur minstens twee ampsdraers.

(10) Ondanks die bepalings van subklousule (9) hiervan, mag die Bestuurskomitee besluit om alle gelde wat vir die Vereniging ontvang word, in die rekening van die Raad te stort. In so 'n geval moet die gelde wat nodig is, betaal word per tjek wat geteken is deur dieselfde persone as dié wat die tjeks van die Raad onderteken. Afsonderlike rekenings vir die Vereniging moet in die boeke van die Raad gehou word.

(11) Die Bestuurskomitee mag 'n bedrag of bedrae wat te veel vir die behoeftes van die Vereniging is, belê mits sodanige bedrag of bedrae belê word in 'n spaarbank of bouvereniging of in Nasionale Spaarsertifikate of effekte van die Regering van die Republiek van Suid-Afrika of in effekte van plaaslike besture.

(12) Alle administrasie- en likwidasiestekoste moet teen die Vereniging in rekening gebring word.

(13) 'n Openbare rekenmeester, wat deur die Raad aangestel moet word en wie se besoldiging deur die Raad bepaal en deur die Vereniging betaal moet word, moet die rekenings van die Vereniging minstens een maal elke jaar en wel nie later nie as 30 Junie elke jaar, ouditeur en 'n staat opstel wat die volgende toon:—

(a) Alle gelde wat ontvang is—

- (i) ingevolge subklousule (2) hiervan;
- (ii) uit alle ander bronne; en

(b) uitgawes wat gedurende die twaalf maande geëindig die vorige 30 Junie, onder alle hoofde aangegaan is, tesame met 'n balansstaat wat die bates en laste van die Vereniging soos op daardie datum toon. Juiste kopieë van die geouditeerde staat en balansstaat, mede-onderteken deur die Voorsitter van die Raad, en kopieë van die ouditeur se verslag daaroor, moet daarna in die kantoor van die Raad ter insae lê. Gesertifiseerde kopieë van die staat, balansstaat en ouditeursverslag moet so gou moontlik maar nie later nie as drie maande na verstryking van die tydperk wat daardeur gedek word, deur die Raad aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(14) Die betaling van voordele deur die Vereniging word gestaak wanneer die bedrag waarmee die Vereniging gekrediteer is, daal tot minder as eenhonderd rand en word nie hervat nie totdat die betrokke bedrag vermeerder het tot meer as tweehonderd rand.

(15) 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 52 weeks' or 12 months' contributions he shall be entitled to a grant of R4.20 towards the purchasing of glasses prescribed by a medical officer of the Society; and a further R4.20 towards the cost of dentures provided that a member shall only be entitled to one grant in respect of each of these benefits during a period of five years;
- (d) sick pay under the following conditions—
 - (i) members must make thirteen consecutive weeks' or three consecutive months' contributions to the Society before they are entitled to sick pay;
 - (ii) after an absence from work of not less than 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 52 weeks' or 12 months' contributions to the Society and 10 working weeks if he has made 52 weeks' or 12 months' or more contributions, whether consecutive or otherwise; provided that the Management Committee may in its discretion extend the maximum period to a total of 12 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 R3 per week plus R1 per week for each completed year of service; provided that the sick pay shall not exceed half of the total remuneration of a member, or R8 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.

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

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

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

- (a) A member who becomes ill as a result of or by reason of misconduct, excessive drinking, addition 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 thirteen 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;

(15) Alle lede van die Vereniging is op onderstaande minimum voordele geregtig:—

- (a) Die dienste van 'n algemene geneeskundige praktisyn (hieronder die "geneeskundige beampste" genoem) wat deur die Bestuurskomitee aangestel is;
- (b) medisyne wat deur 'n geneeskundige beampste van die Vereniging voorgeskryf is;
- (c) wanneer 'n lid 52 weke of 12 maande se bydraes betaal het, is hy geregtig op 'n toekenning van R4.20 vir die aankoop van 'n bril wat deur 'n geneeskundige beampste van die Vereniging voorgeskryf word, en op 'n verdere R4.20 ter bestryding van die koste van tandheelkundige plate; met dien verstande dat 'n lid gedurende 'n tydperk van vyf jaar op slegs een toekenning ten opsigte van elkeen van hierdie voordele geregtig is;
- (d) siektebesoldiging op die volgende voorwaardes:—
 - (i) lede moet dertien agtereenvolgende weke of drie agtereenvolgende maande se bydraes aan die Vereniging betaal het voordat hulle op siektebesoldiging geregtig is;
 - (ii) na 'n afwesigheid van werk van minstens een werkweek weens siekte en by die voorlegging van 'n sertifikaat van 'n geneeskundige beampste van die Vereniging waarop die datums van afwesigheid weens siekte gemeld word, is 'n lid geregtig op een week se siektebesoldiging vir elke week van sodanige afwesigheid, behoudens die bepalinge van paragraaf (iii) en (iv) hiervan;
 - (iii) gedurende 'n bepaalde tydperk van twaalf maande vanaf die eerste betaling aan die betrokke lid, is 'n lid geregtig op siektebesoldiging vir 'n tydperk van hoogstens agt werkweke indien hy minder as 52 weke of twaalf maande se bydraes aan die Vereniging betaal het en op tien werkweke as hy twee-en-veertig weke of twaalf maande se bydraes of meer bydraes betaal het, afgesien daarvan of sodanige afwesigheid agtereenvolgens is al dan nie; met dien verstande dat die Bestuurskomitee na sy goedvinde die maksimum tydperk mag verleng tot 'n totaal van twaalf werkweke;
 - (iv) as 'n lid weens siekte van sy werk afwesig is vir 'n langer tydperk as een week en 'n gedeelte van 'n week wat meer as twee werkdade beloop, daarby betrokke is, ontvang die lid 'n halwe week se siektebesoldiging ten opsigte van sodanige onvoltooid week, maar geen bedrag word vir twee dae of minder betaal nie;
 - (v) siektebesoldiging geskied teen R3 per week plus R1 per week vir elke voltooid jaar diens; met dien verstande dat die siektebesoldiging nie meer mag beloop nie as die helfte van die totale besoldiging van 'n lid of R8 per week, naamlik die bedrag wat die kleinste is;
 - (vi) geen siektebesoldiging is betaalbaar nie ten opsigte van 'n tydperk waarvoor 'n lid betaling ontvang ooreenkomstig klousule 13 (1) of klousule 17 (5) van hierdie Ooreenkoms of skadevergoeding ontvang wat ingevolge die Ongevallewet, 1941, betaalbaar is of betaling ontvang ingevolge klousule 17 (3) van hierdie Ooreenkoms.

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

- (a) in die geval van bedryfsinrigtings wat vyf dae per week werk, enige tydperk van vyf agtereenvolgende werkdade; en
- (b) in die geval van bedryfsinrigtings wat ses dae per week werk, enige tydperk van ses agtereenvolgende werkdade.

(17) Onderstaande beperkings is op die betaling van voordele van toepassing:—

- (a) 'n Lid wat siek word vanweë of as gevolg van wangedrag, buitensporige drankgebruik, verslaaftheid aan verdowingsmiddels of sy eie nalatigheid, is nie ten opsigte van sodanige siekte op enige voordeel geregtig nie, en die beslissing van die Bestuurskomitee of 'n lid ingevolge hierdie subklousule belet is om 'n bepaalde voordeel te ontvang, is finaal en bindend vir sodanige lid;
- (b) 'n lid wat onkoste aangaan deur geneeskundige beamptes of ander praktisyne te raadpleeg 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 geneeskundige beampste van die Vereniging voorgeskryf is nie, het geen aanspraak op die fondse van die Vereniging nie; met dien verstande egter dat die Bestuurskomitee na sy goedvinde die koste aldus aangegaan, of 'n deel daarvan, mag betaal;
- (c) 'n lid is nie na 'n afwesigheid vir 'n tydperk van meer as drie agtereenvolgende maande weens siekte, werkloosheid of 'n ander oorsaak op 'n voordeel geregtig nie, maar hierdie tydperk mag na goedvinde van die Bestuurskomitee verleng word. Vir die toepassing van hierdie klousule beteken die uitdrukking "drie agtereenvolgende maande" 'n tydperk van dertien agtereenvolgende weke waarin die werknemer geen bydraes ingevolge subklousule (2) hiervan betaal het nie;
- (d) narkotiseurwerk, verloskundige werk, belangrike chirurgiese werk en die behandeling van veneriese siektes is nie by die voordele wat die Vereniging verskaf, ingesluit nie, en die Vereniging is nie vir die koste wat vir sodanige dienste aangegaan is, aanspreeklik nie;

(e) the Society is not responsible for any hospital, nursing home or operation fees, nor for the payment of accounts from medical officers not appointed by the Society, provided that a member living outside the Municipal Area of Johannesburg, shall be entitled to call in any doctor, not a specialist, for not more than two visits in any cycle of twelve months commencing on the date on which this Agreement comes into operation or on the date on which such person became a member of the Society, whichever is the later;

(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 hospital or nursing homes.

(18) (a) The Secretary of the Society shall issue a membership card to each member who has made at least thirteen contributions.

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

(19) 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 as this Society was created, as may be determined by a resolution of the Council.

(20) 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 Society and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes; provided, however, that any vacancy occurring on the committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Society impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement, the Society shall be liquidated by the committee or the trustees, as the case may be, in the manner set forth in sub-section (21) 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.

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

27. SLACK PAY FUND.

(1) There is hereby established a fund known as the Transvaal Millinery 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 this 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.

(e) die Vereniging is nie vir hospitaal-, verpleeginrigting- of operasiegelde of vir die betaling van rekenings van geneeskundige beamptes wat nie deur die Vereniging aangestel is nie, aanspreeklik nie; met dien verstande dat 'n lid wat buite die munisipale gebied van Johannesburg woonagtig is, daarop geregtig is om enige dokter, wat nie 'n spesialis is nie, in te roep vir hoogstens twee besoeke in 'n kringloop van twaalf maande wat begin op die datum waarop hierdie Ooreenkoms in werking tree of op die datum waarop sodanige persoon lid van die Vereniging geword het, naamlik die jongste datum;

(f) lede wat buite genoemde munisipale gebied woonagtig is en wat 'n geneeskundige beampte inroep wat nie deur die Vereniging aangestel is nie, moet 'n sertifikaat toon van die dokter deur wie hulle behandel is, en daardie sertifikaat moet medeonderteken word deur die Vereniging se geneeskundige beampte;

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

(18) (a) Die Sekretaris van die Vereniging moet 'n lidmaatskapkaart uitreik aan elke lid wat minstens dertien bydraes betaal het.

(b) Die lidmaatskapkaart moet onderteken word deur die lid aan wie dit uitgereik word en moet getoon word wanneer die dienste van die geneeskundige beamptes of ander praktisyne van die Vereniging nodig is. Die geneeskundige beamptes het die reg om te weier om 'n lid te behandel wat versuim om sy lidmaatskapkaart te toon. 'n Lid wat een bydrae aan die Vereniging betaal het, mag op die skriftelike magtiging van die Sekretaris die dienste van die geneeskundige beamptes of ander praktisyne wat deur die Vereniging aangestel is en ook medisyne op koste van die Vereniging verkry tot tyd en wyl sy lidmaatskap aan hom uitgereik is.

(19) Ingeval hierdie Ooreenkoms verval weens verloop van tyd of om 'n ander oorsaak gestaak word, moet die Vereniging nog ooreenkomstig die bepalings van sy konstitusie onder die toesig van die Raad geadministreer word totdat die Vereniging gelikwedeer is of totdat dit oorgedra is na 'n fonds wat vir dieselfde doeleindes as dié van hierdie Vereniging behoorlik ingestel is soos bepaal mag word by 'n besluit van die Nywerheidsraad.

(20) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel vier-en-dertig (2) van die Wet, moet die Bestuurskomitee aanhou om die Vereniging te administreer, en die lede van die Komitee op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doeleindes geag lede daarvan te wees; met dien verstande egter dat 'n vakature wat in die Komitee mag ontstaan, deur die Registrateur uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul mag word ten einde te verseker dat die getal werkgewers- en werknemersvertegenwoordigers en hul sekundi in die ledetal van die Komitee ewe groot is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy dienste te verrig of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Vereniging na die mening van die Registrateur ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees besit vir sodanige doel al die bevoegdhede van die Komitee. By die verstryking van hierdie Ooreenkoms, moet die Vereniging deur die Komitee of die trustees, na gelang van die geval, gelikwedeer word op die manier soos voorgeskryf in subklousule (22) van hierdie klousule, en as die sake van die Raad by sodanige verstryking al reeds gelikwedeer en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(21) By die likwidasie van die Vereniging ingevolge subklousule (19) van hierdie klousule moet die gelde wat in die krediet van die Vereniging staan nadat alle eise teen die Vereniging, met inbegrip van die administrasie- en likwidasiekoste, betaal is, in die fondse van die Raad gestort word.

27. SLAPTEBESOLDIGINGSFONDS.

(1) Hierby word 'n fonds gestig wat bekend staan as die Slaptesoldigingsfonds van die Transvaalse Hoedenywerheid, hieronder die "Fonds" genoem, waarvan die administrasie by die Nywerheidsraad vir die Hoedenywerheid (Transvaal) berus en waarvan die doel is om voordele te betaal aan werknemers wat verdienste verloor as gevolg van korttyd ingevolge klousule 7 van hierdie Ooreenkoms. Voordele word betaal teen dié bedrae en op dié voorwaardes wat voorgeskryf mag word in die reëls wat die Raad vir die administrasie van die Fonds aanvaar, en 'n kopie van sodanige reëls en alle wysigings daarvan moet binne twee weke vanaf die aanname daarvan by die Sekretaris van Arbeid ingedien word.

(2) Die Fonds word gefinansier deur—

- (i) bydraes wat ooreenkomstig die bepalings van hierdie Ooreenkoms in die Fonds gestort word;
- (ii) die rente verkry uit die belegging van gelde van die Fonds;
- (iii) alle ander fondse waarop die Fonds geregtig mag word.

(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 5 cents per week in respect of such employees as are receiving an inclusive wage of up to R13.30 per week and 10 cents per week in respect of such employees as are receiving an inclusive wage of more than R13.30 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 21 cents per month in respect of such employees as are receiving an inclusive wage of up to R57.63 per month and 43 cents per month in respect of such employees as are receiving an inclusive wage of more than R57.63 per month;

(b) when an employee is absent without pay for more than two days in any week, deductions of contributions shall not be made for that week. In the case of monthly paid employees, the normal deduction shall be reduced by 3 cents or 5 cents, 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.

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

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

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

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

(a) all moneys received—

- (i) in terms of sub-clause (2) hereof;
- (ii) from any other sources; and

(b) 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 fund, as at that date. True copies of the audited statement and balance sheet countersigned by the Chairman of the Council and of the auditor's report thereon, shall thereafter lie for inspection at the office of the Council.

Certified copies of the statement, a balance sheet and the auditor's report shall, as soon as possible, but not later than three months after the close of the period Secretary for Labour, the employers' organisation and Secretary for Labour, the Employers' Organisation and the trade union.

(8) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the Council until it is 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).

(9) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the provisions of sub-clauses (19), (20) and (21) of clause 26 of this Agreement shall *mutatis mutandis* apply.

28. EMPLOYMENT OF TRADE UNION LABOUR.

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

(3) Op elke betaaldag na die inwerkingtreding van hierdie Ooreenkoms, moet elke werkgever van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, die bedrag van vyf sent per week aftrek ten opsigte van werknemers wat 'n insluitende loon van hoogstens R13.30 per week ontvang en tien sent per week ten opsigte van werknemers wat 'n insluitende loon van meer as R13.30 per week ontvang; met dien verstande dat—

(a) in die geval van werknemers wat maandelik besoldig word, die bedrae maandeliks afgetrek mag word en dat die werkgever in daardie geval op elke betaaldag na die inwerkingtreding van hierdie Ooreenkoms die bedrag van 21 sent per maand moet aftrek ten opsigte van werknemers wat 'n insluitende loon van hoogstens R57.63 per maand ontvang en 43 sent per maand ten opsigte van werknemers wat 'n insluitende loon van meer as R57.63 per maand ontvang;

(b) wanneer 'n werknemer vir meer as twee dae in 'n bepaalde week sonder besoldiging afwesig is, geen bydraes vir daardie week afgetrek mag word nie. In die geval van werknemers wat maandeliks besoldig word, moet die gewone bedrag wat afgetrek word, met 3 sent of 5 sent, na gelang van die geval, verminder word ten opsigte van enige week in daardie maand waarin die werknemer vir meer as twee dae sonder besoldiging afwesig is.

(4) Die totale bedrae aldus van die lone van werknemers afgetrek, tesame met 'n bedrag wat daaraan gelyk is en deur die werkgever bygedra word, moet binne een week vanaf die datum waarop sodanige bedrae afgetrek moet word, deur die werkgever aan die Sekretaris van die Raad gestuur word saam met 'n staat wat die name van die werknemers van wie die bedrae afgetrek is, meld.

(5) Wanneer 'n werkgever versuim het om bydraes van die lone van lede af te trek, word hy nie toegelaat om agterstallige bydraes af te trek nie maar moet hy sodanige bydraes self betaal.

(6) Alle gelde wat deur die Fonds ontvang word, moet gestort word in 'n bankrekening wat op naam van die Fonds geopen moet word. 'n Ampelike kwitansie moet uitgereik word vir alle gelde wat in die Fonds ontvang word en opvragings uit die Fonds geskied per tjek, onderteken deur dié persone wat van tyd tot tyd deur die Raad daartoe gemagtig word. Alle gelde wat nie vir lopende betalings nodig is nie, moet na goedvinde van die Raad in 'n bouvereniging belê word, en sodanige Raad mag sodanige beleggings verander soos hy van tyd tot tyd mag bepaal.

(7) Die Raad moet 'n openbare rekenmeester aanstel wie se besoldiging deur die Raad bepaal en uit die Fonds betaal moet word, en sodanige openbare rekenmeester moet die rekenings van die Fonds minstens een maal elke jaar, en wel nie later as 30 Junie elke jaar nie, ouditeer en 'n staat opstel wat die volgende toon:—

(a) Alle gelde ontvang—

- (i) ingevolge subklousule (2) hiervan;
- (ii) uit alle ander bronne; en

(b) uitgawes wat gedurende die twaalf maande geëindig op die vorige 30 Junie, onder alle hoofde aangegaan is, tesame met 'n balansstaat wat die bates en laste van die Fonds, soos op daardie datum, toon. Juiste kopieë van die geouditeerde staat en balansstaat, medeonderteken deur die Voorzitter van die Raad, en kopieë van die ouditeur se verslag daaroor, moet daarna in die kantoor van die Raad ter insae lê. Gesertifiseerde kopieë van die staat, die balansstaat en die ouditeur se verslag moet so gou moontlik maar nie later nie as drie maande na die sluiting van die tydperk wat daardeur gedek word, deur die Raad aan die Sekretaris van Arbeid, die Werkgeversorganisasie en die Vakvereniging gestuur word.

(8) Ingeval hierdie Ooreenkoms verval weens verloop van tyd of weens 'n ander oorsaak gestaak word, moet die Fonds nog deur die Raad geadministreer word totdat dit of gelikwied of deur die Raad oorgedra word aan 'n ander fonds of fondse wat uitsluitlik ten voordele van die werknemers in die Hoedenywerheid (Transvaal) aangewend sal word.

(9) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (4) van die Wet bindend is, is die bepaling van subklousule (19), (20) en (21) van klousule 26 van hierdie Ooreenkoms *mutatis mutandis* van toepassing.

28. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

Geen lid van die Werkgeversorganisasie mag 'n werknemer in diens neem nie tensy sodanige werknemer lid is van die Vakvereniging, en geen lid van die Vakvereniging mag vir 'n werknemer wat nie lid van die Werkgeversorganisasie is nie, werk nie; met dien verstande dat 'n lid van die Werkgeversorganisasie 'n werknemer in diens kan neem wat nie vir lidmaatskap van die vakvereniging in aanmerking kom nie; met dien verstande dat—

(a) die bepaling van hierdie klousule nie van toepassing is nie op die indiensneming, in die Nywerheid, van 'n werknemer wat lidmaatskap van die Vakvereniging geweier is of wat as lid van die Vakvereniging gekors of uitgesit is of wat, na die mening van die Minister, 'n grondige rede het om te weier om lid te word of lid te bly van die Vakvereniging;

- (b) notwithstanding the rights of an employer in terms of section fifty-one (10) of the Act, an employer who is or will be adversely affected by a refusal of membership of the employers' organisation may place his case before the Council, which may declare that notwithstanding such refusal, the provisions of this clause shall not preclude him from employing members of the trade union;
- (c) the provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry, refused any invitation from the trade union to become a member of it the provision of this clause shall immediately come into operation.

29. RECOGNITION OF THE TRADE UNION.

(1) Every employer shall permit any official or member of the trade union, duly authorised thereto in writing, to enter his establishment from time to time, during the lunch 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 official or member so authorised shall notify the employer or his representative of his or her intention to visit the establishment.

30. AGENTS.

The Council may from time to time appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of employers and employees who are members of the employers' organisation and trade union respectively, to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

Signed at Johannesburg, on behalf of the parties, this 21st day of May, 1962.

ALFRED M. DAUS,
Chairman of the Council.
J. CORNELIUS,
Vice-Chairman of the Council.
B. MITCHELL,
Secretary of the Council.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (TRANSVAAL).

(Registered under Act. No. 28 of 1956.)

P.O. Box 4866. 216/7 Progress Buildings,
156 Commissioner Street,
Johannesburg.

Telephone 22-0052.

19

TO WHOM IT MAY CONCERN.

This is to certify that bearer
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..... R _____
Plus cost of living allowance..... R _____
Total..... R _____

as a milliner/trimmer/machine operator/blocker/labourer. Bearer will qualify for an increase in pay on the first pay day in _____

REMARKS

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.

- (b) ondanks die regte van 'n werkgewer kragtens artikel een-en-veertig (10) van die Wet, 'n werkgewer wat benadeel word of benadeel sal word as daar geweier word om hom as lid van die Werkgeversorganisasie toe te laat, sy saak voor die Raad mag lê, wat mag verklaar dat, ondanks sodanige weiering, die bepalings van hierdie klousule hom nie belet om lede van die Vakvereniging in diens te neem nie;
- (c) die bepalings van hierdie klousule nie op 'n immigrant van toepassing is nie gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika; met dien verstande dat, as 'n immigrant te eniger tyd na die eerste drie maande vandat hy in die Nywerheid begin werk het, 'n uitnodiging van die Vakvereniging om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik in werking tree.

29. ERKENNING VAN DIE VAKVERENIGING.

(1) Elke werkgewer moet 'n ampsdraer of lid van die Vakvereniging wat behoorlik skriftelik daartoe gemagtig is, toelaat om sy bedryfsinrigting van tyd tot tyd gedurende die etenspouse te betree met die doel om—

- (a) onderhoude oor sake van die Vakvereniging met werknemers te voer;
- (b) nuwe lede in te skryf;
- (c) kennisgewings wat die Vakvereniging uitgereik het, op te plak of te versprei;
- (d) lede se bydraes tot die Vakvereniging in te samel.

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

30. AGENTE.

Die Raad mag van tyd tot tyd een of meer gespesifiseerde persone as agente aanstel om behulpzaam te wees met die uitvoering van die bepalings van hierdie Ooreenkoms, en dit is die plig van die werkgewers en die werknemers wat onderskeidelik lede van die Werkgeversorganisasie en die Vakvereniging is, om sodanige agente toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat vir hierdie doel nodig mag wees.

Namens die partye te Johannesburg onderteken op hede die 21ste dag van Mei 1962.

ALFRED M. DAUS,
Voorsitter van die Raad.
J. CORNELIUS,
Ondervoorsitter van die Raad.
B. MITCHELL,
Sekretaris van die Raad.

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (TRANSVAAL).

(Geregistreer ingevolge Wet No. 29 van 1956.)

Posbus 4866. Progress-gebou 216/7.
Telefoon 22-0052. Commissionerstraat 156,
Johannesburg.

19

AAN WIE DIT MAG AANGAAN.

Hierby word gesertifiseer dat toonder hiervan, _____ woonagtig te _____ ondergenoemde ondervinding in die Hoedenywerheid _____ gehad het en op onderstaande minimum loon per week geregtig is:—

Basiese loon..... R _____
Plus lewenskostoelae..... R _____
Totaal..... R _____

as 'n hoedemaker/opmaker/masjienwerker/blokker/arbeider. Die houer kom vir 'n loonsverhoging in aanmerking op die eerste betaaldag in _____

OPMERKINGS

1. Die minimum loon wat betaalbaar is aan 'n werknemer wat maandelikse besoldig word, moet bereken word teen vier en een derde maal die weekloon hierbo genoem.

2. Bogenoemde lone is onderworpe aan veranderings as gevolg van 'n algemene verandering in die basiese lone en/of lewenskostoelae wat van tyd tot tyd in die Hoedenywerheid (Transvaal) betaalbaar is.

3. Die datum van die eersvolgende verhoging soos hierbo genoem, is streng bereken volgens die datum waarop hierdie sertifikaat uitgereik is. Dit is derhalwe onderworpe aan verandering volgens die werknemer se toekomstige diens in die hoedenywerheid (oorals).

4. Daar moet van 'n werknemer wat 'n dienssertifikaat toon wat, in die lig van bostaande opmerkings, blykbaar verouderd is, vereis word om 'n nuwe sertifikaat van die Raad te verkry voordat hy toegelaat word om te begin werk. Indien daar twyfel bestaan, moet die Raad geraadpleeg word.

5. Hierdie vorm moet aan die indiensnemingsvorm geheg en aan die Sekretaris van die Raad gestuur word binne twee dae nadat die werknemer begin werk het.

Sekretaris van die Raad.

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY
(TRANVAAL).

(Registered under Act No. 28 of 1956.)

All communications to be addressed
to the Secretary.Telephone 22-0052.
P.O. Box 4866.

No.

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 R
Plus cost of living allowance R
Total pay per week/per month† R
7. Number appearing on the certificate brought by employee

N.B.—Employers 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, machine operator or labourer.

† Delete whichever is inapplicable.

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY
(TRANVAAL).

(Registered under Act No. 28 of 1956.)

All communications to be addressed
to the Secretary.Telephone 22-0052.
P.O. Box 4866.

No.

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 R
Plus cost of living allowance R
Total pay per week/per month* R
6. Date of last increase State if exempted
7. Date of entering service Date of leaving service
8. Annual leave pay paid on termination R
9. Payment for paid holidays on termination R

Name of Firm.

Signature of Employer or his
Representative.

Date of issue

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, machine operator, blocker or labourer.

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID
(TRANVAAL):

(Geregistreer ingevolge Wet No. 28 van 1956.)

Alle mededelings moet gerig word
aan die Sekretaris.Telefoon 22-0052.
Posbus 4866.

No.

INDIENSNEMINGSVORM.

1. Volle naam van werknemer (mnr./mev./mej.)
2. Huisadres van werknemer
3. Klas werk wat verrig moet word*
4. Ras Geslag Leeftyd
5. Datum van toetrede tot diens
6. Loon ten tyde van indiensneming—
Basiese loon R
Plus lewenskostetoelae R
Totale besoldiging per week/per maand† R
7. Nommer wat voorkom op die sertifikaat wat die werknemer gebring het

LET WEL.—Werkgewers moet hierdie vorm invul en dit saam met die sertifikaat wat die werknemer inlewer, aan die Sekretaris van die Raad stuur binne twee weke nadat die werknemer begin werk het.

Naam van Firma.

Handtekening van Werkgewer
of sy Verteenwoordiger.

Datum van uitreiking

* Meld indien hoedemaker, opmaker, blokker, masjienwerker of arbeider.

† Skrap wat nie van toepassing is nie.

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID
(TRANVAAL).

(Geregistreer ingevolge Wet No. 28 van 1956.)

Alle mededelings moet gerig word
aan die Sekretaris.Telefoon 22-0052.
Posbus 4866.

No.

DIENSSERTIFIKAAT.

1. Volle naam van werknemer (mnr./mev./mej.)*
2. Huisadres van werknemer
3. Klas werk wat verrig is†
4. Ras Geslag Leeftyd
5. Loon ten tyde van vertrek—
Basiese loon R
Plus lewenskostetoelae R
Totale besoldiging per week/per maand* R
6. Datum van laaste verhoging
Meld indien vrygestel
7. Datum van toetrede tot diens
Datum waarop diens verlaat is
8. Jaarlikse verlofbesoldiging by beëindiging betaal .. R
9. Betaling vir vakansiedae met besoldiging by
beëindiging R

Naam van Firma.

Handtekening van Werkgewer
of sy Verteenwoordiger.

Datum van uitreiking

LET WEL.—Hierdie sertifikaat moet akkuraat ingevul word en een kopie moet by diensbeëindiging aan die werknemer gegee en een kopie aan die Sekretaris van die Raad gegee word binne sewe dae vanaf die datum van diensbeëindiging van die werknemer.

* Skrap wat nie van toepassing is nie.

† Meld indien hoedemaker, opmaker, masjienwerker, blokker of arbeider.

No. 1579.] [11 October 1963.
**FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941.**

MILLINERY INDUSTRY, TRANSVAAL.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Millinery Industry published under Government Notice No. 1578 of the 11th October, 1963, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

A. E. TROLLIP,
 Minister of Labour.

No. 1579.] [11 Oktober 1963.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941.**

HOEDENYWERHEID, TRANSVAAL.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Hoedenywerheid, gepubliseer by Goewermentskennisgewing No. 1578 van 11 Oktober 1963 oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

A. E. TROLLIP,
 Minister van Arbeid.

No. 1580.] [11 October 1963.
INDUSTRIAL CONCILIATION ACT, 1956.

**CANCELLATION OF GOVERNMENT NOTICE.—
 MILLINERY INDUSTRY, TRANSVAAL.**

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-section (5) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, cancel Government Notice No. 849 of the 14th June, 1963, as from the second Monday after the date of publication of this notice.

A. E. TROLLIP,
 Minister of Labour.

No. 1580.] [11 Oktober 1963.
WET OP NYWERHEIDSVERSOENING, 1956.

**INTREKKING VAN GOEWERMENTSKENNIS-
 GEWING.—HOEDENYWERHEID, TRANSVAAL.**

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, trek hierby kragtens die bepalings van subartikel (5) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, Goewermentskennisgewing No. 849 van 14 Junie 1963 in vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

A. E. TROLLIP,
 Minister van Arbeid.

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