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7 MEI 1965.

[No. 1104]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 661.] [7 May 1965.

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, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Millinery Industry, shall be binding from the 26th May, 1965 and for the period ending the 31st October, 1967, 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 clause 1 (a), 2, 6 (m), 29, 30 and 31, shall be binding from the 26th May, 1965 and for the period ending the 31st October, 1967, 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 26th May, 1965 and for the period ending the 31st October, 1967, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 6 (i) and (m), 28, 29, 30 and 31, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY
(TRANSVAAL).

AGREEMENT

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

A-6579241

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 661.] [7 Mei 1965.

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, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Hoedenywerheid betrekking het, vanaf 26 Mei 1965 en vir die tydperk wat op 31 Oktober 1967 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (a), 2, 6 (m), 29, 30 en 31, vanaf 26 Mei 1965 en vir die tydperk wat op 31 Oktober 1967 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 1 (a), 2, 6 (i) en (m), 28, 29, 30 en 31, vanaf 26 Mei 1965 en vir die tydperk wat op 31 Oktober 1967 eindig, in dié provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

NYWERHEIDSVERSOENINGRAAD VIR DIE HOEDENYWERHEID
(TRANSVAAL).

OOREENKOMS

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

1-1104

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.

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

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

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 1967 or for such period as may be determined by him.

3. DEFINITIONS.

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

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

"Act" means the Industrial Conciliation Act, 1956;

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

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

"boiler attendant" means an employee who under general supervisions 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, incidental to the sale by retail of such articles; and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time that such service is terminated;

"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;

"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;

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.

(a) Die bepalings van hierdie Ooreenkoms moet in die Provinsie Transvaal nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die Hoedenywerheid uitoefen, en deur alle werknemers wat lede van die vakvereniging is en in genoemde Nywerheid in diens is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms slegs van toepassing op en ten opsigte van werknemers vir wie minimumlone in klousule 4 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 1967 of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWING.

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

Waar daar van 'n Wet melding gemaak word, 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 Nywerheidsversoening, 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 vrag 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, uitgesonder 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 voortspuit; en sodanige tydperk of tydperke diens word in elke dienskontrak geag aaneenlopend te wees vanaf die tyd waarop die werknemer by sy werkgever 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;

"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) 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, along marked lines;
- (k) stirring or grinding of chemicals;
- (l) grinding shellac;
- (m) packing;
- (n) collecting and sorting hats;
- (o) fixing belts;
- (p) 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" is a person who has served a five year learnership period as a milliner or one who has received training in a recognised millinery manufacturing establishment and has been classified by the employer as a learner or improver milliner in a factory for the last three years of her learnership;

"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 incidental to the sale of a hat in a shop;

"motor vehicle" means any mechanically propelled vehicle used for the conveyance and delivery of goods 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 purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle or the load;

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

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

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

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

"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 hand or 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.

(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 drank berei;
- (h) hoede afstof;
- (i) oorskietstukke gelykmaak;
- (j) surplusstukke langs gemerkte strepe aan hoedrande afsny;
- (k) chemikalieë roer of fynmaak;
- (l) skellak fynmaak;
- (m) verpak;
- (n) hoede versamel en sorteer;
- (o) bande aansit;
- (p) 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 persoon wat 'n leertyd van vyf jaar as hoedemaker gedien het of wat opleiding in 'n erkende hoedemakersinrigting ontvang het en vir minstens drie jaar van haar leertyd deur die werkgewer ingedeel is as 'n leerling- of afwerkhoedemaker;

"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;

"deltidse 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 vrag;

"kwartaal" enigeen van die tydperke van drie maande 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 werke van 'n werknemer tot minder as die gewone werke 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 aan die hoof staan van die werknemers wat betrokke is by die produksiewerk van 'n bedryfsinrigting en wat verantwoordelik is vir die uitdeel en doeltreffendheid van hul werk;

"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 aanmeekargesmelt 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. WAGES.

(1) Subject to the provisions of sub-clause (4), (5) (c) and (6) of this clause, the following minimum wages 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—

Experience.	Wage. R
(a) Supervisors.....	20.00
(b) Milliners—	
(i) Unqualified milliners—	
First Year—	
First thirteen weeks.....	6.00
Second thirteen weeks.....	6.50
Third thirteen weeks.....	7.05
Fourth thirteen weeks.....	7.50
Second Year—	
First thirteen weeks.....	8.00
Second thirteen weeks.....	8.50
Third thirteen weeks.....	9.00
Fourth thirteen weeks.....	9.50
Third Year—	
First thirteen weeks.....	10.00
Second thirteen weeks.....	10.50
Third thirteen weeks.....	11.00
Fourth thirteen weeks.....	11.50
(ii) Improver milliners—	
Fourth Year—	
First thirteen weeks.....	12.00
Second thirteen weeks.....	12.50
Third thirteen weeks.....	13.00
Fourth thirteen weeks.....	13.50
Fifth Year—	
First thirteen weeks.....	14.20
Second thirteen weeks.....	14.70
Third thirteen weeks.....	15.20
Fourth thirteen weeks.....	15.70
(iii) Qualified milliners.....	16.20
(c) Machine Operators—	
First Year—	
First thirteen weeks.....	6.00
Second thirteen weeks.....	6.70
Third thirteen weeks.....	7.40
Fourth thirteen weeks.....	8.10
Second Year—	
First thirteen weeks.....	8.80
Second thirteen weeks.....	9.50
Third thirteen weeks.....	10.25
Fourth thirteen weeks.....	11.05
Third Year—	
First thirteen weeks.....	12.00
Second thirteen weeks.....	12.40
Third thirteen weeks.....	13.00
Fourth thirteen weeks.....	13.70
And thereafter.....	14.00
(d) Trimmers—	
(i) Unqualified—	
First Year—	
First thirteen weeks.....	5.50
Second thirteen weeks.....	6.00
Third thirteen weeks.....	6.50
Fourth thirteen weeks.....	7.00
Second Year—	
First thirteen weeks.....	7.50
Second thirteen weeks.....	8.00
Third thirteen weeks.....	8.65
Fourth thirteen weeks.....	9.10
(ii) Qualified.....	10.25
(e) Blockers, Boiler attendants and Chopper out—	
First Year—	
First thirteen weeks.....	5.50
Second thirteen weeks.....	6.00
Third thirteen weeks.....	6.50
Fourth thirteen weeks.....	7.00
Second Year—	
First thirteen weeks.....	7.60
Second thirteen weeks.....	8.10
And thereafter.....	9.45
(f) Full-time and part-time drivers of motor vehicles—	
First fifty-two weeks.....	8.85
And thereafter.....	11.00
(g) Labourers—	
Under 18 years.....	6.10
18 years and over.....	8.15
(h) Laying-up, moulding flowers—	
Under 18 years.....	6.60
18 years and over.....	8.65

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.	Loon. R
(a) Toesighouers.....	20.00
(b) Hoedmakers—	
(i) Ongekwalifiseerde hoedmakers—	
Eerste jaar—	
Eerste dertien weke.....	6.00
Tweede dertien weke.....	6.50
Derde dertien weke.....	7.05
Vierde dertien weke.....	7.50
Tweede jaar—	
Eerste dertien weke.....	8.00
Tweede dertien weke.....	8.50
Derde dertien weke.....	9.00
Vierde dertien weke.....	9.50
Derde jaar—	
Eerste dertien weke.....	10.00
Tweede dertien weke.....	10.50
Derde dertien weke.....	11.00
Vierde dertien weke.....	11.50
(ii) Afwerkhoedmakers—	
Vierde jaar—	
Eerste dertien weke.....	12.00
Tweede dertien weke.....	12.50
Derde dertien weke.....	13.00
Vierde dertien weke.....	13.50
Vyfde jaar—	
Eerste dertien weke.....	14.20
Tweede dertien weke.....	14.70
Derde dertien weke.....	15.20
Vierde dertien weke.....	15.70
(iii) Gekwalifiseerde hoedmakers.....	16.20
(c) Masjienwerkers—	
Eerste jaar—	
Eerste dertien weke.....	6.00
Tweede dertien weke.....	6.70
Derde dertien weke.....	7.40
Vierde dertien weke.....	8.10
Tweede jaar—	
Eerste dertien weke.....	8.80
Tweede dertien weke.....	9.50
Derde dertien weke.....	10.25
Vierde dertien weke.....	11.05
Derde jaar—	
Eerste dertien weke.....	12.00
Tweede dertien weke.....	12.40
Derde dertien weke.....	13.00
Vierde dertien weke.....	13.70
Daarna.....	14.00
(d) Opmakers—	
(i) Ongekwalifiseer—	
Eerste jaar—	
Eerste dertien weke.....	5.50
Tweede dertien weke.....	6.00
Derde dertien weke.....	6.50
Vierde dertien weke.....	7.00
Tweede jaar—	
Eerste dertien weke.....	7.50
Tweede dertien weke.....	8.00
Derde dertien weke.....	8.65
Vierde dertien weke.....	9.10
(ii) Gekwalifiseer.....	10.15
(e) Blokkers, ketelbedieners en uitknippers—	
Eerste jaar—	
Eerste dertien weke.....	5.50
Tweede dertien weke.....	6.00
Derde dertien weke.....	6.50
Vierde dertien weke.....	7.00
Tweede jaar—	
Eerste dertien weke.....	7.60
Tweede dertien weke.....	8.10
Daarna.....	9.45
(f) Voltydse en deeltydse bestuurders van motorvoertuie—	
Eerste twee-en-vyfzig weke.....	8.85
Daarna.....	11.00
(g) Arbeiders—	
Jonger as 18 jaar.....	6.10
18 jaar oud en ouer.....	8.15
(h) Oplegwerkers, blommakers—	
Jonger as 18 jaar.....	6.60
18 jaar oud en ouer.....	8.65

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

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

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

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

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

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

(4) (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 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, of periods of employment in any quarter comprising a total of six complete working weeks, calculated from the date of commencement to the date of termination of employment.

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

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

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

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

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

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

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

(6) The wages prescribed in this clause shall be deemed to include the cost of living allowances payable in terms of War Measure No. 43 of 1942, as amended. Should the cost of living allowances payable in terms of the said War Measure or any substituting or superseding legislation be increased to the extent that an employee would have become entitled to remuneration in excess of the wage prescribed in this clause, his wage shall be increased by an amount not less than such excess.

5. PAYMENT OF REMUNERATION.

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

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

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

(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) 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 word 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 werkgever in die Nywerheid diens aanvaar.

(4) (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 hoegenaamd nie in daardie kwartaal in diens te gewees het nie.

(b) By die toepassing van hierdie subklousule, beteken die uitdrukking "ses weke" 'n dienstrydperk 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.

(5) 'n Werkgever wat 'n lid van een 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 loon wat hoër as dié van sy eie klas is; of

(b) 'n stygende loonskaal 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:—

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

(ii) in die geval genoem in (b), minstens die loon vir 'n dag, bereken teen die loon 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.

(6) Die loon wat in hierdie klousule voorgeskryf word, moet geag word die lewenskostetoelae in te sluit wat betaalbaar is kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig. Indien die lewenskostetoelae wat kragtens genoemde Oorlogsmaatreël of enige plaasvervangende wetgewing in so 'n mate verhoog word dat 'n werknemer op 'n hoër besoldiging geregtig word as die loon wat in hierdie klousule voorgeskryf word, moet sy loon verhoog word met 'n bedrag wat minstens so groot is as die voorgeskrewe verhoging.

5. BETALING VAN BESOLDIGING.

(1) (a) Die loon en ander bedrae wat aan 'n werknemer verskuldig is, moet weklíks en wel gedurende die gewone werkure 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 werkgever die diens van 'n werknemer ooreenkomsig die bepalings van klousule 16 (4) beëindig, moet die loon 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) Wages and other amounts shall be paid in sealed envelopes or other suitable sealed containers and shall be accompanied in each case by a written statement, either imprinted on an envelope or placed where necessary in any other container used, which shall be retained by the employee and shall show—

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

6. DEDUCTIONS.

No deductions of any description shall be made from an employees' 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) contributions to the Provident Fund in terms of clause 28 of this Agreement;
- (j) where owing to the stoppage of machinery, no work is available for an employee deductions may be made by the employer from the wage of such employee for time lost in excess of two hours;
- (k) where an employer is required or permitted to deduct any amount by any statutory law or order of any competent court;
- (l) 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;
- (m) 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 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 prescribed for him in this Agreement.

(2) Lone en ander bedrae moet betaal word in verskeide koevertes of ander geskikte verskeide houters 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 loon van die werknemer;
- (b) die week of maand waarvoor die bedrag betaal word;
- (c) die gewone tyd en oortyd gedurende daardie week of maand gewerk;
- (d) die betaling wat ten opsigte van die gewone tyd en die oortyd wat gewerk is, verskuldig is;
- (e) addisionele bedrae wat betaal word (byvoorbeeld bonusse, vakansiebesoldiging, ens.);
- (f) besonderhede van bedrae wat die werkgever afgetrek het;
- (g) 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 werkgever of wanneer hy na die begin van die werkweek van die betrokke bedryfsinrigting by 'n werkgever 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 oortyd 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 werkgever 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 werkgever bedrae aftrek vir vakansie-, versekerings-, voorsorgs- of pensioenfonds of vir tandheelkundige plate of ander tandheelkundige werk waarvoor daar nie elders voorsiening gemaak word nie;
- (f) bydraes tot die fondse van die Raad ooreenkomstig klousule 25 van hierdie Ooreenkoms;
- (g) bydraes tot die Mediese Hulpfonds ooreenkomstig klousule 26 van hierdie Ooreenkoms;
- (h) bydraes tot die Slaptesbesoldigingsfonds ooreenkomstig klousule 27 van hierdie Ooreenkoms;
- (i) bydraes tot die Voorsorgsfonds ooreenkomstig klousule 28 van hierdie Ooreenkoms;
- (j) waar daar weens die stopsetting van masjinerie nie werk vir 'n werknemer beskikbaar is nie, mag die werkgever bedrae van die loon van sodanige werknemer aftrek vir die tyd wat verloor is en wat langer as twee uur duur;
- (k) waar 'n werkgever ingevolge of kragtens 'n wetteregulêre bepaling of 'n bevel van 'n bevoegde hof 'n bedrag moet of mag aftrek;
- (l) waar 'n werkgever 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;
- (m) met die skriftelike toestemming van die werknemer, mag 'n werkgever 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 ooreenkomstig 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 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 eikeen 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 werkgever behoudens die bepalings hiervan, met een of meer van sy werknemers ooreenkomstig 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, bo en behalwe die minimum loon soos in hierdie Ooreenkoms vir hom voorgeskryf, betaal moet word.

(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 or 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. HOURS OF WORK AT ORDINARY RATES OF PAY.

(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 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) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) later than 6 p.m.;
- (e) after the completion of her ordinary working hours, for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday on that day;
 - (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.

(2) Die invoering van 'n stelsel van bonusbetaling moet ten opsigte van sowel die werkgewers 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 vasstelling, 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. WERKURE TEEN GEWONE BESOLDIGING.

(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 uitsteitid van die daaglikse werk in sy bedryfsinrigting in enige opsig 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 dergelyke 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 reëlins 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) op meer as 60 dae in 'n jaar te werk nie;
- (d) later as 6 n.m. 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) No employee shall be dismissed or in any way prejudiced in his employment by reason of his refusal to work overtime.

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

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

- (a) At the rate of not less than one and one-half times the hourly remuneration for each hour or part of an hour so worked on week-days, including Saturdays; provided that if overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted.
- (b) 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 wage in respect of a normal working day, or at the rate of not less than double his ordinary rate of wage 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 EMPLOYERS.

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

(3) An employer who is wholly or mainly engaged in performing the work of a milliner or trimmer may, for the purpose of 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, 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 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 reopening 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;

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

11. WERKURE TEEN OORTYD- OF SONDAGBESOLDIGING.

Onderstaande minimum besoldiging moet vir oortydwerk betaal word—

- (a) minstens een en 'n half maal 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 Werkgewer moet 'n werknemer vir enige tyd wat hy op 'n Sondag gewerk het, soos volg betaal:—
 - (i) Teen minstens dubbel sy volle loon ten opsigte van 'n gewone werkdag of teen minstens dubbel sy gewone loon 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 werk-gewer, ten einde tyd in te haal wat verloor is omdat daar nie op openbare vakansiedag [uitgesonderd die vakansiedae soos in subklousule 14 (1) van hierdie Ooreenkoms bedoel] gewerk is nie, sy werknemer 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. GETALSVERRHOUDING 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 van 'n gekwalifiseerde hoedemaker soos in hierdie Ooreenkoms voorgeskryf, verdien; 'n ongekwalifiseerde hoedemaker beteken 'n werknemer wat 'n loon 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 van 'n gekwalifiseerde opmaker soos in hierdie Ooreenkoms voorgeskryf, verdien; en 'n ongekwalifiseerde opmaker beteken 'n werknemer wat 'n loon ontvang wat minder is as dié wat vir 'n gekwalifiseerde opmaker in hierdie Ooreenkoms voorgeskryf word.

(3) 'n Werkgewer 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 werkgewer 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 Werkgewer 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 werkgewer 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 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 Werkgewer 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 werkgewer betaal word.

(4) 'n Werknemer wie se dienskontrak by 'n werkgewer 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 van Februarie, maar wat sy dienste voor die eerste dag in Desember beëindig;

shall if he has been in employment with the same employer for a period of not less than one month, be paid not less than one quarter of his weekly wage in respect of each completed month of employment with that employer during that working year. The leave pay due in terms of this 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 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 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 for the period in excess of four weeks shall not apply.

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

(8) For the 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 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 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 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 (Dvali) or Jewish (Rosh Hashanah/Yon Kippur) holidays, shall be granted as a paid holiday.

15. OUT-WORK.

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

16. TERMINATION OF EMPLOYMENT.

(1) 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 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

moet, as hy vir 'n tydperk van minstens een maand in die diens van dieselfde werkgewer was, minstens een kwart van sy weekloon ten opsigte van elke voltooide maand diens by daardie werkgewer gedurende daardie werkjaar betaal word. Die werkgewer 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 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 werkgewer sy bedryfsinrigting vir 'n tydperk van hoogstens vier weke gedurende die maande Desember en/of Januarie sluit vanweë die vakansiereses, moet die werkgewer behoudens die bepalings van subklousule (c) van klousule 6, volle loon 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 werkgewer 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 bepalings van hierdie subklousule ten opsigte van die betaling van loon vir dié tydperk wat langer as vier weke duur, nie van toepassing nie.

(7) Indien 'n bedryfsinrigting gesluit word vir 'n tydperk wat Geloftedag of Kersdag of Nuwejaarsdag insluit, moet die werkgewer aan elkeen van sy werknemers op die laaste werkdag van die jaar 'n volle dag se loon 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 werkgewer begin werk en beteken "laaste dag van die bedryfsinrigting vir die jaar" die 24ste dag van Desember.

14. VAKANSIES MET BESOLDIGING.

(1) Elke werkgewer moet aan elkeen van sy werknemers Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag (16 Desember) en Kersdag as vakansiedae met besoldiging toestaan, en op enigeen van hierdie dae mag geen werkgewer '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 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 betaal word ten opsigte van elkeen van die "vakansiedae" met besoldiging, Geloftedag, 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 werkgewer 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 werkgewer 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 werkgewer verskaf, uitgerus, instand gehou en beheer word.

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 kennisgewingstermyn 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 kennisgewingstermyn 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 mag betaal vir en in plaas van die kennisgewingstermyn 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 dien 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

the contrary is stated in 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 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 and other amounts due to an employee shall be paid in cash monthly or weekly 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 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.

to wees, tensy 'n skriftelike ooreenkoms 'n teenoorgestelde bepaling bevat, en sodanige diens mag sonder kennisgewing deur die werkgever 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 kennisgewingstermyn ontvang.

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

- (a) weens siekte, 'n ongeluk of swangerskap en die werkgever 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 werkgever;

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 kennisgewingstermyn wat in subklousule (1) hiervan genoem word, mag nie met sodanige tydperk van afwesigheid saamval nie; met dien verstande dat 'n werkgever 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 werkdae van sy werk of wegbly sonder om sy werkgever van die redes vir sy afwesigheid te verwittig, mag sonder kennisgewing deur die werkgever beëindig word.

(5) (a) Wanneer 'n werkgever 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 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 en ander bedrae wat aan 'n werknemer verskuldig is, moet maandeliks of weekliks en wel nie later nie as 15 minute nadat die werknemer sy werk op die laaste dag van die maand of op die weeklikse betaaldag van die bedryfsinrigting na gelang van die geval, beëindig het, in kontant betaal word.

(2) (a) 'n Werknemer of sy werkgever 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 weekliks besoldig word, kennis gee van die beëindiging van die dienskontrak; met dien verstande dat die reg van 'n werknemer of 'n werkgever om die dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig of 'n ooreenkoms tussen die werknemer en die werkgever 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 bedryfsinrigting, in 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.

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

(3) An employee who has completed three months' employment with the same employer and who is absent from work through sickness or accident not caused by the employee's own neglect or misconduct, shall be paid not less than the equivalent of the weekly wage which the employee was receiving immediately prior to the date on which his absence from work commenced, divided by six for each day of such absence, not exceeding 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 (as the case may be), and an employer shall not withhold any portion of any remuneration earned by an employee, nor shall any fines be made from any amounts due to an employee, for work performed by him or otherwise arising from his employment, other than the following:—

- (a) With the written consent of his employee, deductions for holiday insurance, provident or pension funds or for dental plates and other dental work not otherwise provided for.
- (b) Contributions to the Council Funds, the Medical Benefit Society, the Slack Pay Fund and the Provident Fund, which shall be deducted in terms of clauses 25, 26, 27 and 28 of this Agreement.
- (c) Except where otherwise provided in this Agreement, whenever an employee is absent from work, otherwise than on the instructions or at the request of his employer (or commences employment with an employer after the beginning of the working week of the establishment concerned, a deduction proportionate to the actual time lost may be 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; 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

(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 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 werkdade 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 Ongevalwet, 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) 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 wetteregtelike 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 werkdade jaarlikse verlof met volle besoldiging verleen word na elke jaar diens by dieselfde werkgever; met dien verstande dat waar 'n werkgever en 'n werknemer daaroor ooreenkom, sodanige verlof nie agtereenvolgens hoef 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 werkgever kragtens paragraaf (a) hierbo geregtig is, moet verleen word op 'n tyd wat die werkgever moet vasstel maar wat nie later mag wees nie as twee maande na voltooiing van die jaar diens ten opsigte waarvan dit opgeloopt het.
- (c) Die verlof wat kragtens paragraaf (a) hierbo aan 'n werknemer verskuldig is, is verlof met volle besoldiging, en die bedrag wat 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 werkgever eindig na die voltooiing van een maand diens maar voor voltooiing van sodanige jaar; of
 - (ii) in 'n daaropvolgende jaar by dieselfde werkgever eindig voor die voltooiing van sodanige jaar;

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.

- (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 or a pro rata part thereof in respect of any portion of a week involved.

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

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

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

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

18. REGISTRATION OF PREMISES.

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

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

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

19. PREMIUMS.

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

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

20. EMPLOYMENT OF MINORS.

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

21. EXEMPTIONS.

(1) The Council may, on account of old age, infirmity or for any other good or sufficient 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 deem 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.

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 ten opsigte van elke voltooiende maand diens.

- (e) 'n Werknemer wat kragtens paragraaf (a) hiervan op 'n tydperk van verlof geregtig 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, 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 werkgevers van toepassing:—

- (a) 'n Werknemer is geregtig 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 betaal word.
- (b) Geen bedrag mag vir openbare vakansiedae waarop die werknemer nie werk nie, van 'n werknemer se loon 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 geregtig 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 geregtig 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 werkgever in diens tree.

18. REGISTRASIE VAN PERSELE.

(1) Elke werkgever 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 werkgever 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 Werkgever mag geen premie vorder of aanneem nie.

(2) Vir die toepassing van hierdie klousule beteken "premie" sander 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. INDIËNSNEMING VAN MINDERJARIGES.

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

21. VRYSTELLINGS.

(1) Die Raad mag, weens hoë leeftyd, swaakteit of om enige afdoende rede, vrystelling van eenige 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 vrystellingssertifikaat mag intrek afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het al dan nie.

(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 wage per week or per month;
- (h) any amounts paid in respect of bonuses for extra work performed, paid holidays, annual leave, or other additional amounts;
- (i) details of all deductions made from the employee's pay;
- (j) the actual wages and total remuneration paid each week or month.

(2) Every employer shall retain the records prescribed in sub-clause (1) hereof for a period of three years subsequent to the occurrence of the events recorded, and these records shall be kept available for inspection at any time within that period.

24. 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.

(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-clauses (3) and (5) hereof, to the Secretary of the Council, who shall transmit one copy to the employee on application.

(7) Where an employer transfers any one of his employees from one class of work in his establishment to another class of work (e.g. milliner, trimmer, blocker or labourer) the Council shall be notified, in writing, of such change in the employee's classification within fourteen days of the date 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

(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 gereedlik 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 loon per week of per maand;
- (h) alle bedrae wat betaal is ten opsigte van bonusse vir ekstra werk wat verrig is, vakansiedae met betaling, jaarlikse verlof of ander addisionele bedrae;
- (i) besonderhede van alle bedrae wat van die werknemer se loon afgetrek is;
- (j) die werklike loon 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) Elke werkgever 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 werkgever 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 werkgever binne drie dae albei kopieë van die Sertifikaat soos in subklousules (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 werkgever 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

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 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 arrears contributions but shall make good these contributions himself.

26. MEDICAL BENEFIT SOCIETY.

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

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

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

(3) (a) For the purposes of the Society, each employer shall, on every pay-day after this Agreement comes into operation, deduct 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;

(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 his members, he shall not be permitted to deduct arrears contributions, but shall make good these contributions himself.

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 werkgever 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 soos betaal op die eerste betaaldag van daardie maand.

(b) Werkgevers van werknemers wat maandeliks besoldig word, moet die lyste 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 werkgever 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 werkgever 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 ardegelde 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 werkgever bygedra word, moet binne een week vanaf die datum waarop die bedrae afgetrek moet word, deur die werkgever 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 werkgever 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 lone in klousule 4 voorgeskryf word, is lede van die Vereniging.

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

(3) (a) Vir die doel van die Vereniging, moet elke werkgever 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 werkgever op elke betaaldag na die inwerking-treding van hierdie Ooreenkoms 43 sent per maand van die loon van elke lid aftrek;

(ii) wanneer 'n lid wat weekliks 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 werkgever bygedra moet word en daaraan gelyk is, 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 meld van die lede van wie se lone die bedrae afgetrek is.

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

(6) The Society shall be administered by a Management Committee appointed by the Council in terms of its constitution and consisting of two representatives of the employer's organisation and two representatives of the trade union, in accordance with a constitution not inconsistent with this agreement and approved of by the Council. The Council may in its discretion also establish 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 Industrial Registrar, Pretoria. The Constitution shall be available for inspection by any registered employer or employee in the Millinery Industry, at the office of the Council during ordinary office hours.

(8) Should 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 in which all moneys received by the Society shall be deposited. Withdrawals from the Society's account shall be made by cheque, signed in the manner laid down in the Society's Constitution but by not less than two officials.

(10) Notwithstanding the provisions of 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 book 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 saving bank or building society or in National Savings Certificates or stock of the Government of the Republic of South Africa, or local Government stock or in such other manner as approved by the Registrar.

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

(13) 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 (3) 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 Registrar.

(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.

(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;

(3) 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 Nywerheidsregistrator, 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 bepalinge 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. Opdragings 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 bepalinge 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, of op enige ander wyse wat die Registrator goedkeur.

(12) Alle administrasie- en likwidasielaste 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 (3) 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 Registrator deurgestuur 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) Alle lede van die Vereniging is op onderstaande minimum voordele geregtig:—

- (a) Die dienste van 'n algemene geneeskundige praktisyn (hieronder die "geneeskundige beampte" genoem) wat deur die Bestuurskomitee aangestel is;
- (b) medisyne wat deur 'n geneeskundige beampte 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 beampte 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) 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, of R8 per week, which ever 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 Act, 1941, or of any payment in terms of clause 17 (3) of this Agreement.

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

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

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

- (a) A member who becomes ill as a result of or by reason of misconduct, excessive drinking, addiction to drugs or by his own negligence, shall not be entitled to any benefits by reason of such illness, and the decision of the Management Committee as to whether a member is barred under this 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) anaesthetic, obstetrics, major surgery, and treatment for venereal diseases are not included in the benefits provided by the Society, which shall not be responsible for costs incurred for any such services;
- (e) the Society is not responsible for any hospital, nursing home or operation fees, nor for 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.

(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 beamppte 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 bepalings 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 halfweke 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 Ongevalwet, 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, verslaafheid 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 praktisyns 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 beamppte 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 venereiese 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) 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 beamppte 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 beamppte;
- (g) die Vereniging is nie vir die betaling van vervoer per ambulans na 'n hospitaal of 'n verpleeginrigting aanspreeklik nie.

(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 this constitution, under the supervision of the Council, until it be liquidated or until it be either continued or transferred to a fund constituted for the same or a similar purpose, by an agreement of the Council entered into within six months of the date of expiry of this Agreement.

(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 subject to the approval of the Registrar in terms of the first proviso to the said section, continue to administer the Society and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes; provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Society impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. Upon the expiration of this Agreement, the Society shall be liquidated by the Committee or trustees, as the case may be, in the manner set forth in sub-clause (21) of this clause, 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-clause (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 continued the fund known as the Transvaal Millinery Industry Slack Pay Fund, established in terms of the Agreement published under Government Notice No. 241 of the 15th February, 1957, hereinafter referred to as "the fund", the administration of which shall be vested in the Council, whose purpose shall be the payment of benefits to employees who lose earnings as a result of being put on short time in terms of clause 7 of this Agreement. 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 Industrial Registrar within two weeks of the adoption hereof.

(2) The fund shall be financed by—

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

(3) On every pay-day after this Agreement comes into operation every employer shall deduct from the wages of each of his employees for whom minimum rates are prescribed in this Agreement, the amount of 5 cents per week in respect of such employees as are receiving a wage of up to R13.30 per week and 10 cents per week in respect of such employees as are receiving a 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 a wage of up to R57.63 per month and 43 cents per month in respect of such employees as are receiving a 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

(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 praktisyns 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 praktisyns 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 dit gelikwider of totdat dit of voortgesit of oorgeplaas word na 'n fonds wat vir dieselfde of 'n dergelike doel ingestel is, by 'n Raadsooreenkoms wat binne ses maande na die vervaldatum van hierdie Ooreenkoms aangegaan word.

(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, behoudens goedkeuring deur die Registrateur kragtens die eerste voorbehoudsbepaling van genoemde artikel, 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, gelikwider word op die manier soos voorgeskryf in subklousule (21) van hierdie klousule, en as die sake van die Raad by sodanige verstryking al reeds gelikwider 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 die fonds voortgesit wat bekend staan as die Slaptesbesoldigingsfonds van die Transvaalse Hoedenywerheid, ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 241 van 15 Februarie 1957, hieronder die "Fonds" genoem, waarvan die administrasie by die Raad 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 Nywerheidsregistrateur 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) Op elke betaaldag na die inwerkingtreding van hierdie Ooreenkoms, moet elke werkgewer 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 loon van hoogstens R13.30 per week ontvang en tien sent per week ten opsigte van werknemers wat 'n loon van meer as R13.30 per week ontvang; met dien verstande dat—

- (a) in die geval van werknemers wat maandeliks besoldig word, die bedrae maandeliks afgetrek mag word en dat die werkgewer 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 loon van hoogstens R57.63 per maand ontvang en 43 sent per maand ten opsigte van werknemers wat 'n 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

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 may 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 covered thereby, be transmitted by the Council to the Registrar, Pretoria, 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 be liquidated or until it be either continued or transferred to any other fund or funds established for the sole benefit of employees in the Industry of the classes covered by this Agreement, by an agreement of the Council entered into within six months of the date of expiry of this Agreement.

(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 (20) and (21) of clause 26 of this Agreement shall *mutatis mutandis* apply.

28. PROVIDENT FUND.

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

The Fund shall consist of—

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

(2) The objects of the fund shall be—

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

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

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

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

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 werkgewer bygedra word, 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 van die werknemers van wie die bedrae afgetrek is, meld.

(5) Wanneer 'n werkgewer 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 Amptelike 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 Voorsitter van die Raad, en kopieë van die ouditeer se verslag daaroor, moet daarna in die kantoor van die Raad ter insae lê. Gesertifiseerde kopieë van die staat, die balansstaat en die ouditeer 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 Werkgewers-organisasie 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 geadminestreer word totdat dit gelikwydiger of totdat dit of voortgesit of oorgeplaas word na enige ander fonds of fondse ingestel vir die uitsluitlike voordeel van werknemers in die Nywerheid van die klasse deur hierdie Ooreenkoms gedek, by 'n Raadsoreenkoms wat binne ses maande na die verval-datum van hierdie Ooreenkoms aangegaan 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 subklousules (20) en (21) van klousule 26 van hierdie Ooreenkoms *mutatis mutandis* van toepassing.

28. VOORSORGSFONDS.

(1) Hierby word 'n fonds gestig wat as die Voorsorgsfonds van die Transvaalse Hoedenywerheid bekend staan (hieronder die "Fonds" genoem) en waarvan die administrasie by die Nywerheidsraad vir die Hoedenywerheid (Transvaal) berus.

(2) Die oogmerke van die Fonds is—

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

Die Fonds bestaan uit—

- (a) bydraes wat ooreenkomstig die bepalinge van die Ooreenkoms in die Fonds inbetaal word;
- (b) rente verkry deur geld van die Fonds te belê;
- (c) enige ander bedrae waarop die Fonds geregtig kan word;
- (d) alle bedrae in die krediet van die bankrekening en beleggings in die spaarfonds waarop vóór die instelling van die Voorsorgsfonds geopen is.

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

(4) *Lidmaatskap* van die Fonds neem 'n aanvang wanneer die eerste bydrae tot die Fonds van elke werker se loon afgetrek word. Elke werker is outomaties lid vir die tydperk wat sodanige werker in die diens bly van 'n lid op wie hierdie ooreenkoms van toepassing is. Geen formele aansoek is nodig nie.

(5) *Administrasie.*—(a) Die Fonds word geadminestreer deur 'n bestuurskomitee wat bestaan uit twee verteenwoordigers van die Vakvereniging en twee verteenwoordigers van die Organisasie wat die geleedere van die prinsipale van die Nywerheidsraad deur die Raad aangestel word. Die res van die lede van die Raad is plaasvervangers vir hul onderskeie kante, en wanneer die verteenwoordigers afwesig is, moet sodanige plaasvervangers al die bevoegdhede van die verteenwoordigers uitoefen, met inbegrip van die reg om te stem.

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

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

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

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

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

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

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

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

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

(i) Stock of the Government of the Republic of South Africa.

(ii) National Savings Certificates.

(iii) Post Office Savings Account or Certificates.

(iv) Savings Accounts, Permanent Shares or Fixed Deposits in building societies or banks;

or any other manner approved by the Industrial Registrar.

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

(e) The Council shall appoint a public accountant or public accountants whose remuneration shall be paid out of the Fund. The Fund's accounts shall be audited annually for the annual periods ending 30th June. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Registrar, Pretoria, within three months of receipt thereof, the Transvaal Headwear Manufacturers' Association and the Garment Workers' Union of South Africa.

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

(7) *Contributions to the Fund.*—Every employer in the Industry shall deduct each week—

(i) 50 cents from the wages of employees earning more than R6 per week;

(ii) 25 cents from the wages of employees earning R6 or less than R6 per week.

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

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

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

(8) *Withdrawals by Members.*—(a) An employee who at any time after the 1st November, 1964, leaves the Industry after having served less than three years, shall be entitled to his own contributions, plus interest of 2½ per cent on the yearly balance, provided that no interest shall accrue on the balance standing to the credit of a member at the end of his first year of membership and provided further, that where a member leaves the Industry after the completion of one year of membership, the interest payable in respect of an uncompleted year of membership shall be calculated on completed periods of three months only.

(b) Members who leave the Industry after three years' service shall be entitled to their own contributions plus interest determined in terms of sub-clause (12) of this clause, plus the benefit of contributions made by the employers on the following basis:—

Completed Years of Service:	Per Cent.
3	10
4	20
5	30
6	40
7	50
8	60
9	70
10	100

(9) Die Komitee voer bewind vir 'n tydperk van een jaar of totdat die eerste vergadering van die Raad in elke kalenderjaar gehou word, naamlik die tydperk wat die kortste is.

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

(d) Die Sekretaris moet behoorlike registers hou omtrent die sake van die Fonds, met inbegrip van die rekenings, die notule van Komiteevergaderings en 'n register van lede.

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

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

(g) Daar moet een maal elke jaar 'n staat aan elke lid gestuur word waarin die totaal wat in sy krediet in die Fonds staan, gemeld word.

(6) *Beheer oor en belegging van fondse.*—(a) Alle gelde wat ontvang word, moet op naam van die Fonds gedeponeer word in 'n bank wat die Komitee mag bepaal; met dien verstande dat, waar bydraes per tjek, betaalbaar aan die Raad, ontvang word, sodanige tjeks gekwiteer en op naam van die Raad gedeponeer kan word. Die totaal van sodanige bedrae moet van tyd tot tyd vasgestel en op die rekening van die Voorsorgsfonds gestort word.

(b) Betalings uit die Fonds geskied per tjek, wat deur of die Voorsitter of die Ondervoorsitter gefekene en deur die Sekretaris medeonderteken moet word; met dien verstande dat bedrae tot R2 in kontant betaal kan word ter bestryding van lopende uitgawes wat deur die administrasie van die Fonds meegebring word.

(c) As daar meer geld in die Fonds is as wat daar vir uitgawes nodig is, moet die geld belê word, maar slegs in—

(i) effekte van die Republiek van Suid-Afrika;

(ii) Nasionale Spaarsertifikate;

(iii) Postspaarbank of -sertifikate;

(iv) spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of banke;

of op enige ander wyse wat die Nywerheidsraad goedkeur.

(d) 'n Kopie van die reëls van die Fonds en alle wysigings daarvan moet gedurende kantoorure op die kantoor van die sekretaris vir insae beskikbaar wees deur enige werkgewer of bydraer. 'n Kopie van die reëls en alle wysigings daarvan moet aan die Kommissaris van Binnelandse Inkomste en die Sekretaris van Arbeid voorgelê word.

(e) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel wie se besoldiging uit die fonds betaal moet word. Die fonds se rekenings moet geouditeer word vir die jaarlikse tydperke wat op 30 Junie eindig. Daarna moet die geouditeerde staat en balansstaat aan die kantoor van die Nywerheidsraad vir inspeksie ter insae lê en kopieë daarvan moet binne drie maande nadat dit ontvang is, gestuur word aan die Registrateur, die Transvaal Headwear Manufacturers' Association en die Garment Workers' Union of South Africa.

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

(7) *Bydraes tot die Fonds.* Elke werkgewer in die Nywerheid moet elke week die volgende afrek:—

(i) 50 sent van die loon van werknemers wat meer as R6 per week verdien;

(ii) 25 sent van die loon van werknemers wat R6 of minder as R6 per week verdien.

(a) Tot hierdie bedrag moet die werkgewer 'n bedrag van vyf sent bydra vir elke werknemer van wie se loon daar 'n bedrag afgetrek word. Die bedrae aldus afgetrek en bygedra, moet weekliks saam met 'n lys van lede van wie se lone bedrae afgetrek is, aan die Sekretaris van die Nywerheidsraad gestuur word.

(b) 'n Register van die bydraes gedoen deur en namens elke lid moet te alle tye deur die Sekretaris van die Nywerheidsraad gehou word.

(c) Die lyste deur werkgewers ingedien, word geag afdoende bewys van die betaling of nie-betaling van bydraes te wees.

(8) *Opvragings deur lede.*—(a) 'n Werknemer wat die Nywerheid te eniger tyd na 1 November 1964 verlaat nadat hy minder as drie jaar gedien het, is geregtig op sy eie bydraes, plus rente teen 2½ persent op die jaarlikse saldo; met dien verstande dat geen rente op die saldo wat aan die einde van 'n lid se eerste jaar lidmaatskap in sy krediet staan, betaalbaar is nie; en voorts met dien verstande dat, waar 'n lid die Nywerheid na voltooiing van een jaar lidmaatskap verlaat, die rente wat ten opsigte van 'n onvoltooide jaar betaalbaar is, alleenlik op voltooide tydperke van drie maande bereken word.

(b) Lede wat die Nywerheid na drie jaar diens verlaat, is geregtig op hul eie bydraes, plus rente, bereken ooreenkomstig subklousule (12) van hierdie klousule, plus die voordele van bydraes van die kant van die werkgewers:—

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

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

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

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

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

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

(9) *Accumulated Funds.*—The Committee shall determine the excess of the accumulated funds to be distributed after consultation with the Auditors, provided that such amounts shall not exceed the surplus remaining after appropriation towards reserves. This amount will be distributed amongst the members, on the following basis:—

(a) A bonus of not more than one-third of such excess to those members who have not borrowed from the Provident Fund for a period of two years as from the date of coming into operation of this Agreement.

(b) One-third of such excess to those members who have been contributors for not less than ten years to the Savings Fund prior to the establishment of the Provident Fund;

(c) A death benefit on the death of a contributor who—

(i) has made at least 26 contributions during the period of twelve months immediately preceding his or her death and such contributions have not been withdrawn, or where such member has made at least 26 contributions and where such contributions have been withdrawn, provided that it is shown to the satisfaction of the Administrative Committee supported by a medical certificate that such member left the Industry on the grounds of ill-health;

(ii) the amount of the said special death benefit shall be not less than R20 and shall, at the discretion of the Administrative Committee be paid over to the Estate or to the beneficiaries or to any person defraying the funeral expenses of the said contributor.

These benefits, excluding (c) shall only come into operation three years after the Fund is established and the Committee shall determine the amount to be so distributed. The first distribution shall be calculated as at the 30th June, 1967.

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

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

(12) *Interest.*—In addition to the refund of a contributor's own contributions and the payment of such benefits as may have accrued to him, in terms of sub-clauses (8) and (9) a contributor shall be entitled to interest, the rate of which shall be determined by the Management Committee, but which shall be not less than 2½ per cent, provided that—

- (1) no interest shall be payable to a contributor before at least one full year has expired from the date of the first contribution;
- (2) interest shall not be payable for any odd period of less than three months;
- (3) interest shall be payable on completed rands only;
- (4) contributors shall only be paid interest on their own contributions;
- (5) the interest accruing to contributors shall be credited to the contributors accounts and paid to them together with refund of contributions and any other benefits which may be due.

(c) Daarna word lede wat die Nywerheid verlaat en alle voordele opvra wat in hul krediet in die Fonds staan, indien hulle weer in die Nywerheid in diens geneem word, geag nuwe lede sonder vorige diens in die Nywerheid te wees; met dien verstande dat 'n lid wat werkloos is, of wat die Nywerheid verlaat met die uitdruklike voorneme om op 'n toekomstige datum terug te keer en wat nie alle voordele opvra wat in sy krediet in die Fonds staan nie, by die hervatting van werk binne ses maande vanaf diensbeëindiging geag word ononderbroke in diens te gewees het.

(d) Lede het die reg om 'n bedrag van hoogstens een derde van hul eie bydraes te leen; met dien verstande dat, nadat een lening toegestaan is, geen lenings daarna toegestaan word nie totdat die eerste lening terugbetaal is; voorts met dien verstande dat alle geld geleen en nog verskuldig wanneer die lid die Nywerheid verlaat, afgetrek moet word van die voordele wat aan hom kragtens paragrawe (a), (b) en (c) hiervan verskuldig is.

(e) Lede is verplig om die Sekretaris skriftelik van adresverandering te verwittig. 'n Lid wat versuim om binne een jaar na sy vertrek uit die Nywerheid aansoek te doen om die geld waarop hy geregtig is of wat gedurende dieselfde tydperk versuim om te antwoord op adviese wat per geregistreerde pos na sy laasbekende adres gestuur is, verbeur die werkgewersbydrae tot die Voorsorgsfonds; met dien verstande dat sodanige lid by die Komitee aansoek kan doen om die oorweging van sy geval en dat die Komitee om 'n afdoende rede kan besluit om die gelde wat aan die lid verskuldig sou gewees het, te betaal as sy aansoek betyds gedoen was.

(f) Wanneer lede by die Fonds aansluit, moet hulle die naam van die persoon of persone aan wie die verskuldigde gelde betaal moet word ingeval die lid te sterwe kom, skriftelik aan die Sekretaris mededel, en sodanige gelde is betaalbaar sodra die Sekretaris die nodige bewys binne twee jaar ontvang dat 'n lid te sterwe gekom het.

(g) 'n Lid moet die Sekretaris drie maande vooraf skriftelik kennis gee van sy voorneme om gelde wat aan hom verskuldig is, op te vra, en sodanige kennis mag alleenlik gegee word wanneer hy die Nywerheid verlaat.

(9) *Opgehoofte fondse.*—Die Komitee bepaal, na oorlegpleging met die ouditeurs, die surplus aan opgehoofte fondse wat verdeel moet word, met dien verstande dat sodanige bedrae nie die surplus moet oorskry wat oorby nadat vir reserwes voorsiening gemaak is nie. Dié bedrag moet onder die lede op die volgende grondslag verdeel word:—

(a) 'n Bonus van hoogstens een derde van sodanige surplus aan dié lede wat oor 'n tydperk van twee jaar vanaf die datum van inwerkingtreding van hierdie Ooreenkoms nie van die Voorsorgsfonds geleen het nie;

(b) een derde van die surplus aan daardie lede wat minstens 10 jaar lank vóór die instelling van die Voorsorgsfonds tot die Spaarfonds bygedra het;

(c) 'n Sterftevoordeel by die dood van 'n bydraer wat—

(i) minstens 26 bydraers gedurende die tydperk van 12 maande onmiddellik voor sy of haar dood gedoen het en dié bydraes nie getrek is nie, of waar dié lid minstens 26 bydraes gedoen het en dié bydraes getrek is, met dien verstande dat daar tot tevredeheid van die Bestuurskomitee bewys is, en dit deur 'n doktersertifikaat gestaaf word, dat die lid die Nywerheid omrede swak gesondheid verlaat het;

(ii) die genoemde spesiale sterftevoordeel moet minstens R20 bedra en moet, na goeddunke van die Bestuurskomitee, oorbetal word aan die boedel of aan die begunstigdes of aan enigiemand wat die begrafniskoste van genoemde bydraer dra.

Hierdie voordele, met uitsondering van (c), word slegs van toepassing 3 jaar nadat die Fonds ingestel is, en die Komitee moet die bedrag vasstel wat aldus verdeel moet word. Die eerste verdeling word op 30 Junie 1967 bereken.

(10) *Uitgawes.*—Die uitgawes van die Fonds moet sover moontlik bestry word uit die rente ontvang op beleggings. Indien die uitgawes meer beloop as die bedrag aan sodanige rente, kan die tekort in rekening gebring word teen gelde verkry uit bedrae wat na drie jaar nie opgeëis is nie.

(11) *Verbeuring.*—Ingeval 'n bedrag wat in die krediet van 'n lid staan, minder as R2 is en so 'n lid, ná kennisgewing by sy laasbekende adres, nie binne drie jaar 'n eis instel nie, verbeur so 'n lid die bedrag. Indien 'n lid later egter 'n redelike verduideliking aan die Komitee verstrek waarom geen eis voor daardie datum ingedien is nie, kan hierdie bedrag dan aan die lid betaal word.

(12) *Rente.*—Benewens die terugbetaling van die bydraer se eie bydraes en die betaling van dié voordele wat hom kan toegekome het ingevolge subklousules (8) en (9), is 'n bydraer ook geregtig op rente waarvan die koers deur die Bestuurskomitee vasgestel moet word, maar wat minstens 2½ persent moet bedra, met dien verstande dat—

- (1) geen rente aan 'n bydraer betaalbaar is nie voordat minstens 'n volle jaar verloop het vanaf die datum van die eerste bydrae;
- (2) rente nie betaalbaar is vir enige los tydperk van minder as drie maande nie;
- (3) rente slegs op ronde bedrae van rante betaalbaar is;
- (4) bydraers rente slegs op hul eie bydraes betaal moet word;
- (5) die rente wat bydraers toekom, aan die bydraers se rekenings gekrediteer en aan hulle betaal moet word saam met die terugbetaling van voordele en enige ander voordele wat verskuldig mag wees.

(13) *Dissolution of the Fund.*—(1) In the event of the expiry of this Agreement or any renewal thereof and a subsequent agreement for the continuation of the Fund not being negotiated within a period of six months from the date of such expiry or the Fund not being transferred by the Council within such period to any other Fund constituted for the same or a similar purpose as that for which the original Fund was created, the Fund shall be liquidated. The Fund shall during the said period of six months or until such time as it is transferred to any other Fund referred to above, be administered by the Management Committee.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustee shall possess all the powers of the Committee for such purpose. Upon the expiration of this Agreement the Fund shall be liquidated by the Committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (3) of this clause and if upon expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

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

29. EMPLOYMENT OF TRADE UNION LABOUR.

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

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

30. RECOGNITION OF THE TRADE UNION.

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

- interviewing employees on trade union matters;
- enrolling new members;
- posting or distributing notices issued by the trade union;
- collecting members' contributions to the trade union.

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

31. AGENTS.

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

(13) *Ontbinding van die Fonds.*—(1) Ingeval hierdie Ooreenkoms of enige hernuwing daarvan verstryk en 'n latere ooreenkoms vir die voortsetting van die Fonds nie binne 'n tydperk van 6 maande vanaf die datum van dié verstryking gesluit word nie, of as die Fonds nie deur die Raad binne dié tydperk oorgedra word na enige ander fonds wat vir dieselfde of 'n soortgelyke doel ingestel is as dié waarvoor die oorspronklike Fonds ingestel is nie, word die Fonds gelikwdeer. Gedurende die genoemde tydperk van 6 maande of totdat dit oorgedra word na enige ander fonds hierbo bedoel, word dit deur die Bestuurskomitee geadmistreer.

(2) 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 Fonds steeds geadmistreer word deur die Bestuurskomitee wat dan funksioneer. Enige vakature wat in die Komitee ontstaan kan deur die Nywerheidsregistrator uit die gelede van die werkgewers of die werknemers, na gelang van die geval, gevul word ten einde te verseker dat die getal werkgewers- en werknemersverteenvoerders in die Komitee ewe groot is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator 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 het vir sodanige doel al die bevoegdhede van die Komitee. By die verstryking van hierdie Ooreenkoms moet die Fonds gelikwdeer word deur die Komitee wat kragtens hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, op die wyse uiteengesit in subklousule (3) van hierdie klousule, en indien die sake van die Komitee reeds by die verstryking van die Ooreenkoms beredder en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos in artikel vier-en-dertig (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad uitmaak.

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

29. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

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

- die bepalinge 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 geskors 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;
- 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 Werkgewersorganisasie toe te laat, sy saak voor die Raad mag lê, wat mag verklaar dat, ondanks sodanige weiering, die bepalinge van hierdie klousule hom nie belet om lede van die Vakvereniging in diens te neem nie;
- die bepalinge 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 bepalinge van hierdie klousule onmiddellik in werking tree.

30. 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—

- onderhoude oor sake van die Vakvereniging met werknemers te voer;
- nuwe lede in te skryf;
- kennisgewings wat die Vakvereniging uitgereik het, op te plak of te versprei;
- 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.

31. 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 bepalinge van hierdie Ooreenkoms, en dié is dié plig van die werkgewers en die werknemers wat onderskeidelik lede van die Werkgewersorganisasie 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.

32. ADMINISTRATION AND INTERPRETATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement and may give expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

Signed at Johannesburg, on behalf of the parties, this 15th day of February, 1965.

A. SCHEEPERS,
for J. CORNELIUS,
Chairman of the Council.
S. H. WOLFF,
Vice-Chairman of the Council.
B. MICHELL,
Secretary of the Council.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (TRANVAAL).

(Registered under Act No. 28 of 1956.)

P.O. Box 4866. 605 Klamson House,
Telephone 22-0052. 151 Commissioner Street,
Johannesburg.

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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—

Wage..... 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 wages payable in the Millinery Industry (Transvaal) from time to time.

3. The date of the next increase referred to above has been calculated strictly as at the date of issue of this Certificate. It is, therefore, subject to alteration according to the employee's future employment in the Millinery Industry (anywhere).

4. An employee who produces a certificate which, in the light of the above remarks, appears to be out of date, should be required to obtain a new certificate from the Council before being allowed to commence work. If in doubt, ask the Council.

5. This form must be attached to the engagement form and forwarded to the Secretary of the Council within two weeks after the employee has commenced work.

Secretary of the Council.

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (TRANVAAL).

(Registered under Act No. 28 of 1956.)

All communications to be addressed Telephone 22-0052.
to the Secretary. 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—

Wage 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.

32. TOEPASSING EN INTERPRETASIE VAN OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing en interpretasie van die Ooreenkoms verantwoordelik is, en vir die leiding van werknemers en werkgewers kan hy menings uitvaardig wat nie met die bepalinge daarvan onbestaanbaar is nie.

Namens die partye te Johannesburg onderteken op hede die 15de dag van Februarie 1965.

A. SCHEEPERS, vir J. CORNELIUS,
Voorsitter van die Raad.

S. H. WOLFF,
Ondervoorsitter van die Raad.

B. MICHELL,
Sekretaris van die Raad.

AANHANGSEL A.

NYWERHEIDSRaad VIR DIE HOEDENYWERHEID (TRANVAAL).

(Geregistreer ingevolge Wet No. 28 van 1956.)

Posbus 4866.
Telefoon 22-0052.

Klamson-huis 605,
Commissionerstraat 151,
Johannesburg.

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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:—

Loon..... R _____

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

OPMERKINGS

1. Die minimum loon wat betaalbaar is aan 'n werknemer wat maandeliks 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 lone 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 (orals).

4. Daar moet van 'n werknemer wat 'n diensertifikaat 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.

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—

Loon 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.

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 2866.

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—
Wage 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.

No. R. 662.]

[7 May 1965.

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

MILLINERY INDUSTRY, TRANVAAL.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Millinery Industry, published under Government Notice No. R. 661 of the 7th May, 1965.

A. E. TROLLIP,
Minister of Labour.

No. R. 663.]

[7 May 1965.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

MILLINERY INDUSTRY, TRANVAAL.

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, declare the provisions of the Agreement and notice relating to the Millinery Industry, published under Government Notice No. R. 661 of the 7th May, 1965, 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.

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—
Loon 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 gepos word binne sewe dae vanaf die datum van die diensbeëindiging van die werknemer.

* Skrap wat nie van toepassing is nie.

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

No. R. 662.]

[7 Mei 1965.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OORLOGS-
MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

HOEDENYWERHEID, TRANVAAL.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Hoedenywerheid wat by Goewermentskennisgewing No. R. 661 van 7 Mei 1965, gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 663.]

[7 Mei 1965.

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

HOEDENYWERHEID, TRANVAAL.

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, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Hoedenywerheid, gepubliseer by Goewermentskennisgewing No. R. 661 van 7 Mei 1965, oor die algemeen vir persone wie se werke 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.

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