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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1162

8 June 1979

INDUSTRIAL CONCILIATION ACT, 1956

MILLINERY INDUSTRY (CAPE).—MAIN
AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Millinery Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1981, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 7 (3) (h), 20, 21 and 23, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1981, 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 areas specified in clause 1 (2) of the said Agreement and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (2) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 7 (3) (h), 20, 21 and 23, shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

11070—A

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1162

8 Junie 1979

WET OP NYWERHEIDSVERSOENING, 1956

HOEDENYWERHEID (KAAP).—
HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Hoedenywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1981 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 artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 7 (3) (h), 20, 21 en 23, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1981 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 gebiede gespesifiseer in klousule 1 (2) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 7 (3) (h), 20, 21 en 23, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1981 eindig, in die gebiede gespesifiseer in klousule 1 (2) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes 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 Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

6480—1

SCHEDULE

INDUSTRIAL COUNCIL FOR THE MILLINERY
INDUSTRY (CAPE)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the Millinery Association (Cape)

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

Garment Workers' Union of the Western Province

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Millinery Industry—

(1) by all employers who are members of the employers' organisation and all employees who are members of the trade union;

(2) in the Magisterial Districts of The Cape and Wynberg, in those portions of the Magisterial Districts of Bellville and Somerset West which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial Districts of The Cape and Wynberg and in any portion of the Magisterial District of Goodwood which, prior to the publication of Government Notice 723 of 26 April 1974, fell within the Magisterial District of Bellville but which prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg, but excluding that portion of the Magisterial District of The Cape which prior to the publication of Government Notice 1559 of 24 October 1958, fell within the Magisterial District of Wynberg.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 (1) of the Act and shall remain in force for a period ending 31 December 1981, or for such period or periods as may be determined by him.

3. DEFINITIONS

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

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

"Act" means the Industrial Conciliation Act, 1956, as amended;

"blocker" means an employee engaged in the processing of the raw materials into shapes either by hand or machine and includes a stiffener;

"chopper-out" means an employee engaged in one or more of the following operations:

- (a) Cutting ribbons, trimmings and linings;
- (b) laying up materials preparatory to cutting;

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

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

"experience" means, in relation to any employee other than a labourer, motor vehicle driver and/or watchman, the total period or periods of employment of an employee in any branch of the Millinery Industry in any capacity other than that of a labourer, motor vehicle driver and/or watchman, and shall be deemed in each contract of service to have been continuous from the time the employee entered his employer's service until the time such service was terminated: Provided that if any employee has been in employment for six weeks or more in any quarter, he shall, for the purpose of computing his experience, be deemed to have been in employment for a period of 13 weeks in that quarter, and if he has been in employment in any quarter for less than six weeks, he shall, for the purpose of computing his experience, be deemed not to have been employed at all in that quarter;

BYLAE

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID
(KAAP)

OOREENKOMS

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

Millinery Association (Cape)

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

Garment Workers' Union of the Western Province

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Hoedenywerheid nagekom word—

(1) deur alle werkgewers wat lede van die werkgewers-organisasie is en alle werknemers wat lede van die vakvereniging is;

(2) in die landdrosdistrikte Die Kaap en Wynberg, in dié gedeeltes van die landdrosdistrikte Bellville en Somerset-Wes wat vóór 9 Maart 1973 (Goewermentskennisgewing 173 van 9 Februarie 1973) binne die landdrosdistrikte Die Kaap en Wynberg geval het, en in enige gedeelte van die landdrosdistrik Goodwood wat vóór die publikasie van Goewermentskennisgewing 723 van 26 April 1974 binne die landdrosdistrik Bellville maar vóór 9 Maart 1973 (Goewermentskennisgewing 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het, maar uitgesonderd daardie gedeelte van die landdrosdistrik Die Kaap wat voor die publikasie van Goewermentskennisgewing 1559 van 24 Oktober 1958 binne die landdrosdistrik Wynberg geval het.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel en bly van krag vir 'n tydperk wat op 31 Desember 1981 eindig of vir dié tydperk of tydperke wat hy bepaal.

3. WOORDOMSKRYWING

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die 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 die vroulike geslag bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;

"blokker" 'n werknemer wat onbewerkte materiaal met die hand of met 'n masjien fatsoeneer en omvat dit ook 'n verstywer;

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

- (a) Linte, versiersels en voerings uitsny;
- (b) materiaal in lae opmekaar lê voordat dit gesny word;

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

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

"ondervinding" met betrekking tot 'n werknemer, uitgesonderd 'n arbeider, motorvoertuigdrywer en/of wag, dié totale tydperk of tydperke wat 'n werknemer werksaam was in 'n afdeling van die Hoedenywerheid in enige hoedanigheid, uitgesonderd dié van 'n arbeider, motorvoertuigdrywer en/of wag, en word dit in elke dienskontrak geag ononderbroke te gewees het vanaf die tydstop waarop die werknemer by sy werkgever in diens getree het tot op die tydstop waarop sodanige diens beëindig is: Met dien verstande dat, indien 'n werknemer ses weke of langer in 'n kwartaal in diens was, hy vir die berekening van sy ondervinding geag moet word in diens te gewees het vir 'n tydperk van 13 weke in daardie kwartaal, en indien hy minder as ses weke in 'n kwartaal in diens was, hy vir die berekening van sy ondervinding geag moet word glad nie in daardie kwartaal in diens te gewees het nie;

"Grade I employee, female," means a female employee engaged in one or more of the following operations:

- (a) Writing out of labels and tickets;
- (b) issuing trimmings, ribbons, linings and miscellaneous materials, e.g. artificial flowers;
- (c) checking finished hats for flaws;
- (d) preparing linings;
- (e) checking wires of brims;
- (f) damping and preparing materials for blocking;
- (g) preparing and sorting of sample range;
- (h) carrying messages or hats or parts of hats from one operation to another within an establishment;
- (i) applying lacquer to hats, and shall include a sheener and/or polisher;

"Grade I employee, male," means a male employee engaged in one or more of the following operations;

- (a) Writing out of labels and tickets;
- (b) issuing trimmings, ribbons, linings and miscellaneous materials, e.g. artificial flowers;
- (c) checking finished hats for flaws;
- (d) preparing linings;
- (e) checking wires of brims;
- (f) damping and preparing materials for blocking;
- (g) preparing and sorting of sample range;
- (h) carrying messages or hats or parts of hats from one operation to another within an establishment;
- (i) applying lacquer to hats, and shall include a sheener and/or polisher;
- (j) assistant at the blocking machine;
- (k) chopping-out, trimming and packing;

"Grade I employee, qualified," means a Grade I employee who has had not less than two and a half years' experience;

"Grade I employee, unqualified," means a Grade I employee who has had less than two and a half years' experience;

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

- (a) Cleaning premises, utensils or other articles;
- (b) loading and/or unloading vehicles;
- (c) carrying, moving or stacking goods;
- (d) making and/or maintaining fires or removing refuse or ashes;
- (e) delivering or conveying letters, messages or other articles on foot or by means of a bicycle or propelled vehicle;
- (f) making tea or similar beverages;
- (g) opening and/or closing packages;

"hourly wage" means the weekly wage divided by 42½;

"overtime" means all time worked in excess of the number of hours prescribed in clause 8 (1);

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

"machinist, qualified," means a machinist who has had not less than two and a half years' experience;

"machinist, unqualified," means a machinist who has had less than two and a half years' experience.

"milliner" means an employee other than a trimmer, blocker or Grade I employee who is engaged in the making of ladies' and/or girls' hats and includes a setter;

"milliner, qualified," means a milliner who has had not less than three years and nine months' experience;

"milliner, unqualified," means a milliner who has had less than three years and nine months' experience;

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

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

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

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

"plain sewer" means an employee who performs operations on a flat sewing machine only;

"plain sewer, qualified," means a plain sewer who has had not less than two and a half years' experience;

"plain sewer, unqualified," means a plain sewer who has had less than two and a half years' experience;

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

- (a) Etiketie en kaartjies uitskryf;
- (b) versiersels, linte, voerings en diverse materiaal, soos bv. kunsblomme, uitreik;
- (c) afgewerkte hoede nagaan ten einde defekte te ontdek;
- (d) voerings gereed maak;
- (e) die draad van rande nagaan;
- (f) materiaal klam maak en gereed maak om geblok te word;
- (g) 'n monsterreeks gereed maak en sorteer;
- (h) boodskappe of hoede of dele van hoede van een werksaamheid na 'n ander binne 'n bedryfsinrigting dra;
- (i) lak op hoede aanbring, en dit sluit in 'n poetser en/of poleerder;

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

- (a) Etiketie en kaartjies uitskryf;
- (b) versiersels, linte, voerings en diverse materiaal, soos bv. kunsblomme, uitreik;
- (c) afgewerkte hoede nagaan ten einde defekte te ontdek;
- (d) voerings gereed maak;
- (e) die draad van rande nagaan;
- (f) materiaal klam maak en gereed maak om geblok te word;
- (g) 'n monsterreeks gereed maak en sorteer;
- (h) boodskappe of hoede of dele van hoede van een werksaamheid na 'n ander binne 'n bedryfsinrigting dra;
- (i) lak op hoede aanbring, en dit sluit in 'n poetser en/of poleerder;
- (j) help by die blokmasjien;
- (k) uitsny, opmaak en verpak;

"werknemer graad I, gekwalifiseer," 'n werknemer graad I met minstens twee en 'n half jaar ondervinding;

"werknemer graad I, ongekwalifiseer," 'n werknemer graad I met minder as twee en 'n half jaar ondervinding;

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

- (a) Persele, werktuie en ander artikels skoonmaak;
- (b) voertuie laai en/of aflaa;
- (c) goedere dra, beweeg of opstapel;
- (d) vure maak en/of in stand hou of afval of as verwyder;
- (e) briewe, boodskappe of ander artikels te voet of met 'n fiets of aangedrewe voertuig aflewer of vervoer;
- (f) tee of soortgelyke drankie maak;
- (g) pakkette oop- en/of toemaak;

"uurloon" die weekloon gedeel deur 42½;

"oortyd" alle tyd wat daar langer gewerk word as die getal ure in klousule 8 (1) voorgeskryf;

"masjienwerker" 'n werknemer wat werksaamhede met 'n naaimasjien verrig;

"masjienwerker, gekwalifiseer," 'n masjienwerker met minstens twee en 'n half jaar ondervinding;

"masjienwerker, ongekwalifiseer," 'n masjienwerker met minder as twee en 'n half jaar ondervinding;

"hoedemaker" 'n werknemer, uitgesonderd 'n opmaker, blokker of werknemer graad I, wat dames en/of meisieshoede maak en omvat dit ook 'n setter;

"hoedemaker, gekwalifiseer," 'n hoedemaker met minstens drie jaar en nege maande ondervinding;

"hoedemaker, ongekwalifiseer," 'n hoedemaker met minder as drie jaar en nege maande ondervinding;

"Hoedenywerheid" of "Nywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om dames- of meisieshoede hetsy in die geheel of gedeeltelik te maak, te fatsoeneer, te blok, op te maak en/of te modelleer en omvat dit ook die verandering en/of heelmaak van hoede, uitgesonderd die verstelwerk wat voortvloei uit die verkoop van 'n hoed in 'n winkel;

"motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie woordskrywing omvat "n motorvoertuig dryf" alle tydperke wat daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en al die tydperke wat hy op sy pos moet bly gereed om te dryf;

"okkupeerder" die persoon wat in die algemeen die werk-winkel bestuur en beheer daarvoor voer en, indien daar twee of meer sodanige persone is, al sodanige persone;

"verpakker" 'n werknemer wat goedere vir vervoer of aflewering verpak;

"gewone naaldwerker" 'n werknemer wat naaldwerk slegs met 'n plat naaimasjien verrig;

"gewone naaldwerker, gekwalifiseer," 'n gewone naaldwerker met minstens twee en 'n half jaar ondervinding;

"gewone naaldwerker, ongekwalifiseer," 'n gewone naaldwerker met minder as twee en 'n half jaar ondervinding;

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

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

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

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

"supervisor" means an employee who carries the responsibility for the correct and efficient execution of the work entrusted to his or her care in a factory or a department of a factory;

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

"trimmer" means an employee engaged exclusively in the application of trimming to a ready blocked, wired and shaped hat for the purpose of this definition and who may cut materials by hand or machine;

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

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

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

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

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

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

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

4. WAGES

(1) Subject to the provisions of this clause and clauses 6, 7, 18 and 19 of this Agreement, the minimum weekly wages that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:

	Wage per week		
	During the period ending 1 February 1980	During the period ending 1 February 1981	Thereafter
Supervisor.....	R 37,87	R 40,39	R 42,92
Milliner, qualified.....	27,82	29,68	31,53
Milliner, unqualified, during the—			
first 13 weeks of experience.....	13,77	14,69	15,61
second 13 weeks of experience.....	14,70	15,68	16,66
third 13 weeks of experience.....	15,64	16,68	17,72
fourth 13 weeks of experience.....	16,56	17,66	18,77
fifth 13 weeks of experience.....	17,49	18,66	19,83
sixth 13 weeks of experience.....	18,43	19,67	20,88
seventh 13 weeks of experience.....	19,36	20,65	21,94
eighth 13 weeks of experience.....	20,30	21,65	23,00
ninth 13 weeks of experience.....	21,22	22,63	24,05
tenth 13 weeks of experience.....	22,15	23,63	25,10
eleventh 13 weeks of experience.....	23,09	24,62	26,16
twelfth 13 weeks of experience.....	24,02	25,62	27,22
thirteenth 13 weeks of experience.....	25,44	27,13	28,83
fourteenth 13 weeks of experience.....	25,86	27,60	29,32
fifteenth 13 weeks of experience.....	26,81	28,60	30,38
Thereafter.....	27,82	29,66	31,53
Blocker, male, qualified.....	30,98	33,05	35,11
Blocker, male, unqualified, during the—			
first 13 weeks of experience.....	13,77	14,69	15,61
second 13 weeks of experience.....	15,48	16,51	17,54
third 13 weeks of experience.....	17,20	18,35	19,49
fourth 13 weeks of experience.....	18,91	20,17	21,42
fifth 13 weeks of experience.....	20,63	22,01	23,38
sixth 13 weeks of experience.....	22,34	23,83	25,32
seventh 13 weeks of experience.....	24,05	25,66	27,26
eighth 13 weeks of experience.....	25,77	27,49	29,21

"stukwerk" enige stelsel, uitgesonderd taakwerk, waarvolgens die besoldiging bereken word volgens hoeveelheid of omvang van die werk wat gedoen is;

"premie", sonder om die gewone betekenis van die woord eniger wyse te beperk, enige teenprestasie, van watter aard ook al, vir die opleiding van 'n werknemer;

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

"korttyd" 'n tydelike vermindering van 'n werknemer se getal werkure tot minder as 42½ uur in 'n week as gevolg van die vereistes van die besigheid, soos 'n tekort aan materiaal of bestellings, of vanweë voorraadopname;

"toesighouer" 'n werknemer wat verantwoordelik is vir die korrekte en doeltreffende uitvoering van die werk wat in 'n fabriek of 'n afdeling van 'n fabriek aan hom of haar opgedra word;

"taakwerk" die bepaling, deur die werkgever of sy verteenwoordiger, van 'n bepaalde getal hoede of dele van hoede wat 'n werknemer binne 'n bepaalde tyd moet maak;

"opmaker" 'n werknemer wat uitsluitlik versiersels aanbring op hoede wat, vir die toepassing van hierdie omskrywing, reeds geblok, gedraad en gefatsoeneer is, en wat materiaal met die hand of 'n masjien mag sny;

"opmaak" die aanbring van voering, rek, lint, blomme en sluierstof volgens 'n bepaalde model;

"opmaker of blokker of uitsnyer of verpakker, gekwalifiseer," 'n opmaker of blokker of uitsnyer of verpakker met minstens twee en 'n half jaar ondervinding;

"opmaker of blokker of uitsnyer of verpakker, ongekwalifiseer," 'n opmaker of blokker of uitsnyer of verpakker met minder as twee en 'n half jaar ondervinding;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangeteken op 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n lisensieowerheid wat regtens gemagtig is om lisensies vir motorvoertuie uit te reik;

"wag" 'n werknemer wat persele, geboue of ander eiendomme bewaak;

"werkwinkel" 'n perseel waarop een of meer werknemers werksaamhede in verband met die Hoedenywerheid verrig.

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

4. LONE

(1) Behoudens die bepalinge van hierdie klousule en klousules 6, 7, 18 en 19 van hierdie Ooreenkoms, is die minimum weeklone wat aan ondergenoemde klasse werknemers betaal en deur hulle aangeneem moet word, soos volg:

	Wage per week		
	During the period ending 1 February 1980	During the period ending 1 February 1981	Thereafter
	R	R	R
ninth 13 weeks of experience.....	27,48	29,32	31,15
10th 13 weeks of experience.....	29,21	31,15	33,10
Thereafter.....	30,98	33,05	35,11
Chopper-out, trimmer, packer and female blocker— qualified.....	21,80	23,26	24,71
unqualified, during the—			
first 13 weeks of experience.....	13,77	14,69	15,61
second 13 weeks of experience.....	14,57	15,54	16,51
third 13 weeks of experience.....	15,37	16,39	17,42
fourth 13 weeks of experience.....	16,16	17,23	18,31
fifth 13 weeks of experience.....	16,95	18,08	19,21
sixth 13 weeks of experience.....	17,75	18,94	20,12
seventh 13 weeks of experience.....	18,55	19,79	21,02
eighth 13 weeks of experience.....	19,35	20,64	21,93
ninth 13 weeks of experience.....	20,14	21,48	22,82
10th 13 weeks of experience.....	20,94	22,33	23,73
Thereafter.....	21,80	23,26	24,71
Labourer, male—			
(a) under the age of 18 years.....	17,21	18,36	19,51
(b) 18 years and over.....	23,00	24,73	26,45
Labourer, female.....	19,31	20,59	21,88
Machinist—			
qualified.....	24,22	25,84	27,45
unqualified, during the—			
first 13 weeks of experience.....	13,77	14,69	15,61
second 13 weeks of experience.....	14,79	15,78	16,77
third 13 weeks of experience.....	15,82	16,87	17,93
fourth 13 weeks of experience.....	16,85	17,98	19,10
fifth 13 weeks of experience.....	17,88	19,07	20,26
sixth 13 weeks of experience.....	18,90	20,16	21,42
seventh 13 weeks of experience.....	19,92	21,25	22,58
eighth 13 weeks of experience.....	20,95	22,34	23,74
ninth 13 weeks of experience.....	21,98	23,45	24,91
10th 13 weeks of experience.....	23,01	24,54	26,07
Thereafter.....	24,22	25,84	27,45
Plain sewer—			
qualified.....	21,80	23,26	24,71
unqualified, during the—			
first 13 weeks of experience.....	13,77	14,69	15,61
second 13 weeks of experience.....	14,57	15,54	16,51
third 13 weeks of experience.....	15,37	16,39	17,42
fourth 13 weeks of experience.....	16,16	17,23	18,31
fifth 13 weeks of experience.....	16,95	18,08	19,21
sixth 13 weeks of experience.....	17,75	18,94	20,12
seventh 13 weeks of experience.....	18,55	19,79	21,02
eight 13 weeks of experience.....	19,35	20,64	21,93
ninth 13 weeks of experience.....	20,14	21,48	22,82
10th 13 weeks of experience.....	20,94	22,33	23,73
Thereafter.....	21,80	23,26	24,71
Grade I employee, female—			
qualified.....	20,43	21,79	23,15
unqualified, during the—			
first 13 weeks of experience.....	13,77	14,69	15,61
second 13 weeks of experience.....	14,43	15,40	16,36
third 13 weeks of experience.....	15,10	16,10	17,11
fourth 13 weeks of experience.....	15,75	16,80	17,85
fifth 13 weeks of experience.....	16,41	17,51	18,60
sixth 13 weeks of experience.....	17,08	18,22	19,35
seventh 13 weeks of experience.....	17,74	18,92	20,11
eighth 13 weeks of experience.....	18,41	19,63	20,86
ninth 13 weeks of experience.....	19,06	20,33	21,60
10th 13 weeks of experience.....	19,72	21,04	22,35
Thereafter.....	20,43	21,79	23,15
Grade I employee, male—			
qualified.....	24,22	25,84	27,45
unqualified, during the—			
first 13 weeks of experience.....	13,77	14,69	15,61
second 13 weeks of experience.....	14,79	15,78	16,77
third 13 weeks of experience.....	15,82	16,87	17,93
fourth 13 weeks of experience.....	16,85	17,98	19,10
fifth 13 weeks of experience.....	17,88	19,07	20,26
sixth 13 weeks of experience.....	18,90	20,16	21,42
seventh 13 weeks of experience.....	19,92	21,25	22,58
eight 13 weeks of experience.....	20,95	22,34	23,74
ninth 13 weeks of experience.....	21,98	23,45	24,91
10th 13 weeks of experience.....	23,01	24,54	26,07
Thereafter.....	24,22	25,84	27,45
Motor vehicle driver—			
(a) driving a motor vehicle with an unladen mass up to and including 2 268 kg.....	24,22	25,84	27,45
(b) driving a motor vehicle with an unladen mass exceeding 2 268 kg.....	33,28	35,50	37,71
Watchman.....	27,56	29,40	31,24

	Loon per week		
	Gedurende die tydperk eindigende 1 Februarie 1980	Gedurende die tydperk eindigende 1 Februarie 1981	Daarna
	R	R	R
Toesighouer.....	37,87	40,39	42,92
Hoedemaker, gekwalifiseer.....	27,82	29,68	31,53
Hoedemaker, ongekwalifiseer, gedurende die—			
eerste 13 weke ondervinding.....	13,77	14,69	15,61
tweede 13 weke ondervinding.....	14,70	15,68	16,66
derde 13 weke ondervinding.....	15,64	16,68	17,72
vierde 13 weke ondervinding.....	16,56	17,66	18,77
vyfde 13 weke ondervinding.....	17,49	18,66	19,83
sesde 13 weke ondervinding.....	18,43	19,67	20,88
sewende 13 weke ondervinding.....	19,36	20,65	21,94
agste 13 weke ondervinding.....	20,30	21,65	23,00
negende 13 weke ondervinding.....	21,22	22,63	24,05
10de 13 weke ondervinding.....	22,15	23,63	25,10
11de 13 weke ondervinding.....	23,09	24,62	26,16
12de 13 weke ondervinding.....	24,02	25,62	27,22
13de 13 weke ondervinding.....	25,44	27,13	28,83
14de 13 weke ondervinding.....	25,86	27,60	29,32
15de 13 weke ondervinding.....	26,81	28,60	30,38
Daarna.....	27,82	29,66	31,53
Blokker, man, gekwalifiseer.....	30,98	33,05	35,11
Blokker, man, ongekwalifiseer, gedurende die—			
eerste 13 weke ondervinding.....	13,77	14,69	15,61
tweede 13 weke ondervinding.....	15,48	16,51	17,54
derde 13 weke ondervinding.....	17,20	18,35	19,49
vierde 13 weke ondervinding.....	18,91	20,17	21,42
vyfde 13 weke ondervinding.....	20,63	22,01	23,38
sesde 13 weke ondervinding.....	22,34	23,83	25,32
sewende 13 weke ondervinding.....	24,05	25,66	27,26
agste 13 weke ondervinding.....	25,77	27,49	29,21
negende 13 weke ondervinding.....	27,48	29,32	31,15
10de 13 weke ondervinding.....	29,21	31,15	33,10
Daarna.....	30,98	33,05	35,11
Uitsnyer, opmaker, verpakker, vroulike blokker—			
gekwalifiseer.....	21,80	23,26	24,71
ongekwalifiseer, gedurende die—			
eerste 13 weke ondervinding.....	13,77	14,69	15,61
tweede 13 weke ondervinding.....	14,57	15,54	16,51
derde 13 weke ondervinding.....	15,37	16,39	17,42
vierde 13 weke ondervinding.....	16,16	17,23	18,31
vyfde 13 weke ondervinding.....	16,95	18,08	19,21
sesde 13 weke ondervinding.....	17,75	18,94	20,12
sewende 13 weke ondervinding.....	18,55	19,79	21,02
agtste 13 weke ondervinding.....	19,35	20,64	21,93
negende 13 weke ondervinding.....	20,14	21,48	22,82
10de 13 weke ondervinding.....	20,94	22,33	23,73
Daarna.....	21,80	23,26	24,71
Arbeider, man—			
(a) onder 18 jaar.....	17,21	18,36	19,51
(b) 18 jaar en ouer.....	23,00	24,73	26,45
Arbeider, vrou.....	19,31	20,59	21,88
Masjienwerker—			
gekwalifiseer.....	24,22	25,84	27,45
ongekwalifiseer, gedurende die—			
eerste 13 weke ondervinding.....	13,77	14,69	15,61
tweede 13 weke ondervinding.....	14,79	15,78	16,77
derde 13 weke ondervinding.....	15,82	16,87	17,93
vierde 13 weke ondervinding.....	16,85	17,98	19,10
vyfde 13 weke ondervinding.....	17,88	19,07	20,26
sesde 13 weke ondervinding.....	18,90	20,16	21,42
sewende 13 weke ondervinding.....	19,92	21,25	22,58
agtste 13 weke ondervinding.....	20,95	22,34	23,74
negende 13 weke ondervinding.....	21,98	23,45	24,91
10de 13 weke ondervinding.....	23,01	24,54	26,07
Daarna.....	24,22	25,84	27,45
Gewone naaldwerker—			
gekwalifiseer.....	21,80	23,26	24,71
ongekwalifiseer, gedurende die—			
eerste 13 weke ondervinding.....	13,77	14,69	15,61
tweede 13 weke ondervinding.....	14,57	15,54	16,51
derde 13 weke ondervinding.....	15,37	16,39	17,42
vierde 13 weke ondervinding.....	16,16	17,23	18,31
vyfde 13 weke ondervinding.....	16,95	18,08	19,21
sesde 13 weke ondervinding.....	17,75	18,94	20,12
sewende 13 weke ondervinding.....	18,55	19,79	21,02
agtste 13 weke ondervinding.....	19,35	20,64	21,93
negende 13 weke ondervinding.....	20,14	21,48	22,82
10de 13 weke ondervinding.....	20,94	22,33	23,73
Daarna.....	21,80	23,26	24,71

	Loon per week		
	Gedurende die tydperk eindigende 1 Februarie 1980	Gedurende die tydperk eindigende 1 Februarie 1981	Daarna
	R	R	R
Werknemer graad I, vrou—			
gekwalfiseer.....	20,43	21,79	23,15
ongekwalfiseer, gedurende die—			
eerste 13 weke ondervinding.....	13,77	14,69	15,61
tweede 13 weke ondervinding.....	14,43	15,40	16,36
derde 13 weke ondervinding.....	15,10	16,10	17,11
vierde 13 weke ondervinding.....	15,75	16,80	17,85
vyfde 13 weke ondervinding.....	16,41	17,51	18,60
sesde 13 weke ondervinding.....	17,08	18,22	19,35
sewende 13 weke ondervinding.....	17,74	18,92	20,11
agtste 13 weke ondervinding.....	18,41	19,63	20,86
negende 13 weke ondervinding.....	19,06	20,33	21,60
10de 13 weke ondervinding.....	19,72	21,04	22,35
Daarna.....	20,43	21,79	23,15
Werknemer graad I, man—			
gekwalfiseer.....	24,22	25,84	27,45
ongekwalfiseer, gedurende die—			
eerste 13 weke ondervinding.....	13,77	14,69	15,61
tweede 13 weke ondervinding.....	14,79	15,78	16,77
derde 13 weke ondervinding.....	15,82	16,87	17,93
vierde 13 weke ondervinding.....	16,85	17,98	19,10
vyfde 13 weke ondervinding.....	17,88	19,07	20,26
sesde 13 weke ondervinding.....	18,90	20,16	21,42
sewende 13 weke ondervinding.....	19,92	21,25	22,58
agtste 13 weke ondervinding.....	20,95	22,34	23,74
negende 13 weke ondervinding.....	21,98	23,45	24,91
10de 13 weke ondervinding.....	23,01	24,54	26,07
Daarna.....	24,22	25,84	27,45
Motorvoertuigdrywer—			
(a) wat 'n motorvoertuig met 'n onbelaste massa tot en met 2 268 kg dryf	24,22	25,84	27,45
(b) wat 'n motorvoertuig met 'n onbelaste massa van meer as 2 268 kg dryf	33,28	35,50	37,71
Wag.....	27,56	29,40	31,24

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

(2) Subject to the provisions of subclause (5), for the purpose of ascertaining the wage payable to an employee in terms of subclause (1), he shall be deemed to be engaged in the occupation in which he is wholly or mainly engaged.

(3) Nothing in this Agreement shall operate to reduce the wage which was being paid immediately prior to or to which an employee was entitled at the date of the commencement of this Agreement whilst such employee is employed by the same employer.

The provisions of this subclause shall also apply in the case of any employee whose services are terminated by such employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer.

For the purposes hereof, "Agreement" shall include any amendment thereto.

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

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

5. TASK-WORK AND PIECE- OR INCENTIVE WORK

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

'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om met 'n masjien te blok nie.

(2) Behoudens subklousule (5), moet 'n werknemer by die vasstelling van die loon wat ingevolge subklousule (1) aan hom betaal moet word, geag word in dié beroep te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

(3) Geen bepaling van hierdie Ooreenkoms mag die uitwerking hê dat dit die loon wat onmiddellik voor die aanvangsdatum van hierdie ooreenkoms aan 'n werknemer betaal is of die loon waarop 'n werknemer op die aanvangsdatum van hierdie Ooreenkoms geregtig was, verlaag terwyl sodanige werknemer by dieselfde werkgewer in diens is nie.

Hierdie subklousule is ook van toepassing in die geval van 'n werknemer wie se dienste deur die werkgewer beëindig word na die aanvangsdatum van hierdie Ooreenkoms en wat weer deur sodanige werkgewer in diens geneem word.

Vir die toepassing hiervan omvat "Ooreenkoms" ook alle wysigings daarvan.

(4) Ten einde die minimum loon te bereken waarop 'n ongekwalifiseerde werknemer geregtig sal word op grond van die duur van sy ondervinding, is verhogings, ondanks andersluidende bepalings in hierdie Ooreenkoms, betaalbaar elke kwartaal wat volg op die voltooiing van die dienstydperk wat sodanige werknemer op sodanige verhogingsgeregtig maak: Met dien verstande dat die minimum loon waarop sodanige werknemer in enige kwartaal geregtig is, gebaseer moet word op dié ondervinding van hom soos bereken aan die einde van die vorige kwartaal.

(5) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as een uur, hetsy benewens of in plaas van sy eie werk, die werk van 'n ander klas te verrig waarvoor 'n hoër loon in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig, teen die hoër loon besoldig: Met dien verstande dat, as die enigste verskil tussen klasse ingevolge subklousule (1) op ondervinding, geslag of leeftyd gegrond is, hierdie klousule nie van toepassing is nie.

5. TAAKWERK EN STUK- OF AANSPORINGSWERK

(1) Taakwerk is verbode, en werknemers van wie daar vereis word om 'n gegewe getal produksie-eenhede te lewer, moet volgens die stuk- of aansporingswerkstelsel werk soos in hierdie klousule bepaal.

(2) Where employees are engaged on piece-work or any other form of wage incentive in any establishment, the employer shall post up and keep posted up in a conspicuous place readily accessible to his employees, a schedule setting out in the case of piece-work, the piece-work rates in operation from time to time and in the case of any other form of wage incentive, a schedule setting out clearly the basis on which any bonus or supplementary earnings payable under such scheme shall be calculated.

Such schedule shall be signed *in situ* by an agent of the Council.

The rates specified on such schedules shall not be reduced and in the case of a wage incentive the details shall not be altered to reduce the earnings of the employees without the consent of the Council: Provided that in the case of a wage incentive scheme alterations may be effected without the consent of the Council during a trial period of not exceeding three months from the date such incentive scheme was commenced.

(3) An employee employed on piece-work or any other form of wage incentive shall be paid by the employer the full amount earned by him: Provided, however, that he shall not in any week be paid less than the amount he would have been entitled to in terms of this Agreement if he had been employed purely as a time worker.

6. SHORT-TIME

(1) When it is intended to introduce short-time in any one week, a notice stating the fact that, and the date from which, it is so intended, shall be prominently displayed in the establishment concerned not later than 14h00, on the day before the date mentioned in the notice.

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

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

7. PAYMENT OF REMUNERATION

(1) Subject to the provisions of clause 14 (5) of this Agreement, wages and other amounts due to an employee shall be paid in cash weekly and not later than 15 minutes after an employee finishes work for the day on Fridays, and shall be contained in a sealed envelope or other sealed container on or in which shall appear a statement showing the employers' name, employees' name or payroll number, the employees' occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made and particulars of any deduction made: Provided that—

(a) an employee may, at his request, be paid the wages and other amounts due to him monthly not later than 15 minutes after he has finished work for the day on the last day of the month, or if the last day of the month falls on a Sunday, or on a public holiday, or on a Saturday on the last working day preceding such Sunday or public holiday or Saturday, as the case may be;

(b) where an employee's services do not terminate on the ordinary weekly or monthly pay-day, as the case may be, of the establishment, any amounts due to him shall be paid immediately on such termination;

(c) when a weekly paid employee is not required to work on Friday, or in the case of a monthly paid employee on the last day of the month, or when an employee is working shorttime, payment in terms of this subclause shall be made not later than 15 minutes after the employee finishes work for the week or month, as the case may be.

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

(2) Waar werknemers in 'n bedryfsinrigting stukwerk verrig of volgens 'n ander loonaansporingsstelsel werk, moet die werkgever 'n staat wat, in die geval van stukwerk, die stukwerk-tariewe meld wat van tyd tot tyd van krag is, en in die geval van enige ander vorm van loonaansporingswerk, 'n staat wat duidelik die grondslag meld waarop enige bonus of aanvullende verdienste bereken moet word wat ooreenkomstig sodanige skema betaalbaar is, opplak en opgeplak hou op 'n opvallende plek wat gereedlik vir sy werknemers toeganklik is.

Sodanige staat moet *in situ* deur 'n agent van die Raad onderteken word.

Die tariewe in sodanige staat gespesifiseer, mag nie sonder die toestemming van die Raad verlaag word nie, en in die geval van 'n loonaansporingsstelsel mag die besonderhede nie sonder die toestemming van die Raad gewysig word ten einde die verdienste van die werknemers te verminder nie: Met dien verstande dat, in die geval van 'n loonaansporingsstelsel, wysigings sonder die toestemming van die Raad aangebring mag word gedurende 'n proeftyd van hoogstens drie maande vanaf die datum waarop daar met sodanige aansporingsstelsel begin is.

(3) 'n Werknemer wat stukwerk of enige ander vorm van loonaansporingswerk verrig, moet die volle bedrag wat hy verdien deur die werkgever betaal word: Met dien verstande egter dat hy nie in enige week minder betaal mag word nie as die bedrag waarop hy kragtens hierdie Ooreenkoms geregtig sou gewees het as hy bloot as 'n tydwerker werksaam was.

6. KORTTYD

(1) Indien die voorname bestaan om in 'n bepaalde week korttyd in te voer, moet 'n kennisgewing waarin sodanige feit en ook die datum waarop sodanige korttyd ingevoer sal word, vermeld word op 'n opvallende plek in die betrokke bedryfsinrigting vertoon word en wel nie later nie as 14h00 op die dag voor die datum wat in die kennisgewing genoem word.

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

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

7. BETALING VAN BESOLDIGING

(1) Behoudens klousule 14 (5) van hierdie Ooreenkoms, moet lone en ander bedrae wat aan 'n werknemer verskuldig is, weekliks op Vrydae en wel binne 15 minute nadat 'n werknemer vir die dag opgehou het met werk, in kontant betaal word, en dit moet in 'n verseëlde koevert of ander houër wees waarop of waarin daar 'n staat moet wees wat die werkgever se naam, die werknemer se naam of betaalstaatsnommer toon, asook die werknemer se beroep, die getal gewone en oortydure gewerk, die besoldiging verskuldig en die tydperk ten opsigte waarvan besoldiging betaal word, en besonderhede oor enige aftrekkings gedoen: Met dien verstande dat—

(a) 'n werknemer, op sy versoek, die lone en ander bedrae wat aan hom verskuldig is, maandeliks betaal mag word op die laaste dag van die maand en wel binne 15 minute nadat hy vir die dag opgehou het met werk of, indien die laaste dag van die maand op 'n Sondag of 'n openbare vakansiedag of 'n Saterdag val, op die laaste werkdag voor sodanige Sondag of openbare vakansiedag of Saterdag, na gelang van die geval;

(b) waar 'n werknemer se dienste nie op die gewone weeklikse of maandelikse betaaldag van die bedryfsinrigting, na gelang van die geval, eindig nie, alle bedrae wat aan hom verskuldig is, onmiddellik by sodanige beëindiging aan hom betaal moet word;

(c) wanneer daar nie van 'n werknemer wat weekliks betaal word, vereis word om op Vrydag of, in die geval van 'n werknemer wat maandeliks betaal word, op die laaste dag van die maand te werk nie, of wanneer 'n werknemer korttyd werk, hy binne 15 minute nadat hy vir die week of die maand, na gelang van die geval, opgehou het met werk, ooreenkomstig hierdie subklousule betaal moet word.

(2) Waar werk in 'n bedryfsinrigting verrig word deur werknemers wat in ploë of spanne georganiseer is, moet die werkgever in wie se bedryfsinrigting die werk verrig word, of sy verteenwoordiger, aan elke werknemer sy verdienste betaal.

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

(a) except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a pro rata amount for the actual time lost may be deducted;

(b) where short-time has been introduced the employees may be paid for actual time worked;

(c) subject to the provisions of clause 11 of this Agreement, where an employer closes his establishment during the months of December and/or January, due to holiday recess, the employer shall be obliged to pay wages for time lost;

(d) with the written consent of the employee deductions may be made by an employer for insurance pension funds or for cash advanced to the employee by his employer;

(e) contributions to the Council's fund in terms of clause 19 and contributions to the Sick Benefit Fund in terms of clause 25 of this Agreement, shall be deducted by the employer;

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

(g) any amount paid by an employer compelled by law, ordinance or legal process to make payment on behalf of an employee may be deducted;

(h) with the written consent of the employee deductions may be made for contributions to the funds of the trade union by his employer;

(i) deductions up to 10c per week may be made for tea supplied to employees.

8. HOURS OF WORK

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

(a) to work for more than 42½ hours, excluding meal intervals in any one week;

(b) to work for more than eight and a half hours, excluding meal intervals, on any one day;

(c) to work for a continuous period of more than five hours without an interrupted interval of at least one hour: Provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;

(d) who is a female to work between 18h00 and 07h30.

(2) A rest interval of not less than 15 minutes during which no work shall be performed, shall be allowed to each employee at as nearly as practicable the middle of each morning work period and a similar rest interval of not less than 10 minutes in the afternoon work period, and such intervals shall be regarded as time worked. Utensils and boiling water for making tea shall be provided by the employer and be made available for the employees at the commencement of each rest interval and also at lunch time every day from Monday to Friday inclusive.

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

9. OVERTIME

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

(a) 10 hours; or

(b) a number of hours (which may exceed 10) fixed by the Council by notice, in writing, to the employer, specifying the employee, or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid:

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

(a) for more than two hours on any day;

(b) on more than three consecutive days;

(c) on more than 60 days in any year;

(d) after completion of her ordinary working hours for more than one hour on any day unless he has—

(i) given notice thereof to such employee before midday; or

(3) Geen bedrag van enige aard mag van die bedrae wat aan 'n werknemer verskuldig is, afgetrek word nie: Met dien verstande dat—

(a) behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op las of op versoek van sy werkgever, 'n pro rata-bedrag vir die tyd wat werklik verloor is, afgetrek mag word;

(b) waar korttyd ingevoer is, die werknemers vir die werklike tyd wat hulle gewerk het, betaal mag word;

(c) behoudens klousule 11 van hierdie Ooreenkoms, waar 'n werkgever sy bedryfsinrigting gedurende die maande Desember en/of Januarie sluit vir die vakansiereses, die werkgever verplig is om lone te betaal vir tyd wat verloor is;

(d) 'n werkgever met die skriftelike toestemming van die werknemer bedrae vir versekerings- of pensioenfondse of kontantbedrae wat die werkgever aan sy werknemer voorskiet het, mag aftrek;

(e) bydraes tot die fondse van die Raad ingevolge klousule 19 en bydraes tot die Siektebystandfonds ingevolge klousule 25 van hierdie Ooreenkoms deur die werkgever afgetrek moet word;

(f) indien daar weens die stilstand van masjinerie geen werk vir 'n werknemer is nie, die werkgever slegs vir verlore tyd van langer as twee uur bedrae van die loon van sodanige werknemer mag aftrek;

(g) alle bedrae wat 'n werkgever kragtens 'n wet, ordonansie of regsproses verplig is om ten behoeve van die werknemer te betaal, afgetrek mag word;

(h) die werkgever met die skriftelike toestemming van die werknemer bedrae mag aftrek vir bydraes tot die fondse van die vakvereniging;

(i) bedrae van tot 10c per week afgetrek mag word vir tee wat aan die werknemers verskaf word.

8. WERKURE

(1) Geen werkgever mag van 'n werknemer vereis of hom toelaat—

(a) om langer as 42½ uur, uitgesonderd etenspouses, in 'n bepaalde week te werk nie;

(b) om langer as agt en 'n half uur, uitgesonderd etenspouses op 'n bepaalde dag te werk nie;

(c) om vir 'n aaneenlopende tydperk van langer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat werktydperke wat onderbreek word deur 'n pouse van minder as een uur vir die toepassing van hierdie paragraaf geag word aaneenlopend te wees;

(d) om, as dit 'n vrou is, tussen 18h00 en 07h30 te werk nie.

(2) 'n Ruspouse van minstens 15 minute, waarin geen werk verrig mag word nie, moet so naby doenlik aan die middel van elke oggendwerktydperk en 'n soortgelyke ruspouse van minstens 10 minute in die namiddagwerktydperk aan elke werknemer toegestaan word, en sodanige pouse moet geag word tyd te wees wat gewerk is. Gerei en kookwater om tee te maak, moet deur die werkgever verskaf word en elke dag, van Maandag tot en met Vrydag, aan die begin van elke ruspouse asook tydens die etenspouse in die middag, aan die werknemers beskikbaar gestel word.

(3) Vir die toepassing van subklousule (1) (a), moet 'n werknemer wat nie op 'n vakansiedag soos in klousule 10 (3) (a) bedoel, werk nie, geag word sy gemiddelde gewone werkure op daardie dag te gewerk het.

9. OORTYD

(1) Ondanks klousule 8 (1) (a) en (b), kan 'n werkgever van 'n werknemer vereis of hom toelaat om in 'n bepaalde week oortyd te werk vir 'n totale tydperk van hoogstens—

(a) 10 uur; of

(b) 'n getal ure (wat meer as 10 mag wees) wat die Raad vasgestel het in 'n skriftelike kennisgewing aan die werkgever waarin die werknemer of die klas werknemer op wie die kennisgewing van toepassing is en ook die tydperk waarvoor en die voorwaardes waarop dit geldig is, vermeld word:

Met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of haar mag toelaat om soos volg oortyd te werk nie:

(a) Langer as twee uur op 'n dag;

(b) op meer as drie agtereenvolgende dae;

(c) op meer as 60 dae in 'n jaar;

(d) langer as een uur op 'n dag nadat sy haar gewone werkure voltooi het, tensy hy—

(i) sodanige werknemer voor die middaguur daarvan in kennis gestel het; of

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee a prescribed allowance of not less than 50c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

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

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

(5) Where an employee is required or permitted to work on a Saturday, his employer shall pay the employee concerned a travelling allowance of not less than 40c.

10. PAYMENT FOR SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

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

(2) *Sunday work*.—No work shall be performed on a Sunday without the prior permission of the Council.

Whenever an employee works on a Sunday, his employer shall—

(a) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a weekday, or at a rate not less than double his ordinary rate of wages in respect of the total period worked on such Sunday, whichever is the greater; or

(b) pay him one and a half times his weekly wage divided by 42½ for each hour or part of an hour worked by him on such day and grant him one day's leave within seven days of such Sunday and pay him in respect thereof not less than his daily wage.

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

Good Friday, Easter Monday, Ascension Day, Settlers' Day, Day of the Covenant, Republic Day, Christmas Day, New Year's Day and Kruger Day.

(b) *Unpaid public holiday: Boxing Day*.—Boxing Day, which falls within the period during which the establishment is closed for the annual holiday period, shall be regarded as an "ordinary working day" for the purposes of clause 11 (1) (a) (i).

An employee shall be entitled to his full wage in respect of such day.

(c) *Easter week-end*.—No work shall be performed after 13h00 on the day immediately preceding Good Friday and the employees shall be granted the afternoon off as a paid half-holiday: Provided that no payment in terms hereof shall be due unless the employee is actually in attendance at the establishment during the morning work period.

The employee shall receive for such afternoon full pay in respect of the hours normally worked on Thursday afternoons.

Where work is performed on such paid half-holiday, the employees shall, in addition to payment for such half-holiday, receive payment for time worked after 13h00 at overtime rates.

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

11. ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

(1) *Annual leave*.—Subject to the provisions of subclause (7), every employee shall between 15 December of each year and 14 January of the following year be granted at least three consecutive weeks' annual leave made up as follows and shall in respect of such leave be paid:

(a) In the case of an employee who on the latest day on which he can commence leave has completed at least one year's continuous employment with his employer—

(i) 13 ordinary working days at full wage;

(ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer 'n voorgeskrewe toelae van minstens 50c betyds betaal het om die werknemer in staat te stel om 'n ete te nuttig voordat die oortydwerk moet begin.

(2) 'n Werkgever moet 'n werknemer in sy diens ten opsigte van alle oortydwerk wat sodanige werknemer verrig, besoldig teen minstens een en 'n half maal sy gewone loon.

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

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

(5) Indien daar van 'n werknemer vereis of hy toegelaat word om op 'n Saterdag te werk, moet die werkgever die betrokke werknemer 'n reistoelae van minstens 40c betaal.

10. BESOLDIGING VIR SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE

(1) *Werk op Saterdag*.—Geen werk mag sonder die toestemming van die Raad op Saterdag verrig word nie, en alle tyd wat daar op 'n Saterdag gewerk word, moet geag word oortydwerk te wees, en daarvoor moet betaal word ooreenkomstig klousule 9 (2).

(2) *Werk op Sondag*.—Geen werk mag op 'n Sondag verrig word nie tensy die Raad vooraf toestemming daartoe verleen het.

Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever—

(a) hom minstens twee maal die loon betaal wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, of hom minstens twee maal sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, naamlik die grootste bedrag; of

(b) hom een en 'n half maal sy weekloon, gedeel deur 42½, betaal vir elke uur of gedeelte van 'n uur wat hy op sodanige dag gewerk het en hom binne sewe dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal.

(3) (a) *Openbare vakansiedae met besoldiging*.—'n Werknemer is geregtig op verlof met volle besoldiging ten opsigte van ondergenoemde openbare vakansiedae, en waar daar van hom vereis of hy toegelaat word om op sodanige vakansiedag te werk, moet hy, benewens sy gewone loon ten opsigte van sodanige vakansiedag, sy gewone tydloon betaal word ten opsigte van die ure aldus gewerk:

Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Setlaarsdag, Geloftedag, Republiekdag, Kersdag, Nuwejaarsdag en Krugerdag.

(b) *Openbare vakansiedae sonder besoldiging: Gesinsdag*.—Gesinsdag wat binne die tydperk val waarin die bedryfsinrigting vir die jaarlikse vakansie gesluit is, moet vir die toepassing van klousule 11 (1) (a) (i) geag word 'n "gewone werkdag" te wees.

'n Werknemer is ten opsigte van sodanige dag op sy volle loon geregtig.

(c) *Paasaweek*.—Geen werk mag na 13h00 op die dag onmiddellik voor Goeie Vrydag verrig word nie, en die werknemers moet die namiddag vry gegee word as 'n vakansiehalfdag met besoldiging: Met dien verstande dat geen betaling ooreenkomstig hierdie paragraaf aan die werknemer verskuldig is nie tensy hy werklik gedurende die oggendwerktydperk in die bedryfsinrigting aanwesig was.

Die werknemer moet vir sodanige namiddag volle besoldiging ontvang ten opsigte van die ure wat gewoonlik op Donderdagnamiddae gewerk word.

Waar daar werk verrig word op sodanige vakansiehalfdag met besoldiging, moet die werknemers benewens die besoldiging vir sodanige vakansiehalfdag, ook vir tyd na 13h00 gewerk, besoldiging teen die oortydtarief ontvang.

(4) Besoldiging wat ingevolge hierdie klousule betaalbaar is, moet voor of op die betaaldag wat volg op die tydperk ten opsigte waarvan sodanige besoldiging betaalbaar geword het, aan die betrokke werknemer betaal word.

11. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) *Jaarlikse verlof*.—Behoudens subklousule (7), moet elke werknemer tussen 15 Desember elke jaar en 14 Januarie van die daaropvolgende jaar jaarliks minstens drie agtereenvolgende weke verlof toegestaan word wat soos volg saamgestel is en waarvoor hy soos volg betaal moet word:

(a) In die geval van 'n werknemer wat op die laaste dag waarop sy verlof mag begin, minstens een jaar ononderbroke in diens van sy werkgever was—

(i) 13 gewone werkdade teen volle besoldiging;

(ii) Christmas Day and New Year's Day as paid public holidays in accordance with clause 10 (3) (a) of this Agreement;

(iii) when the Day of the Covenant falls within the period of annual leave it shall in accordance with clause 10 (3) (a) of this Agreement also be observed as a paid public holiday thus extending the annual leave period by one day.

(b) In the case of an employee who on 15 December of any year has not completed one year's continuous employment with his employer and whose employment has not been terminated—

(i) for each completed month of employment in that year an amount equal to one day's pay; plus

(ii) for any of the following public holidays falling within the period during which the establishment is closed for the annual holiday period, i.e. Day of the Covenant, Christmas Day and New Year's Day, an amount equal to one day's pay in respect of each such holiday:

Provided that upon termination of employment an employee shall receive payment in lieu of leave calculated as follows:

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

(2) *Paid public holidays.*—(a) In addition to the paid public holidays normally falling in the period of annual leave, i.e. Christmas Day and New Year's Day, every employee shall be entitled to and be granted leave on full pay on Good Friday, Easter Monday, Ascension Day, Settlers' Day, Republic Day, the Day of the Covenant and Kruger Day.

(b) Where an employee's service terminated immediately before any of the paid public holidays mentioned in this subclause, he shall be entitled to payment for such public holiday: Provided that such day falls within an extended period calculated as follows:

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

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

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

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

(f) Whenever an employee works on a paid holiday falling on a Saturday, payment for any such day shall be in terms of subclause (2) (e) plus, in addition, one and one-third times his hourly rate of wage for each hour worked on such Saturday.

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

(ii) Kersdag en Nuwejaarsdag as openbare vakansiedae met besoldiging ooreenkomstig klousule 10 (3) (a) van hierdie Ooreenkoms;

(iii) indien Geloftedag binne die jaarlikse verloftydperk val, moet dit ook ooreenkomstig klousule 10 (3) (a) van die Ooreenkoms as 'n openbare vakansiedag met besoldiging beskou word en moet die jaarlikse verloftydperk aldus met een dag verleng word.

(b) In die geval van 'n werknemer wat op 15 Desember van 'n bepaalde jaar nog nie een jaar ononderbroke by sy werkgever in diens was nie en wie se diens nie beëindig is nie—

(i) vir elke voltooide maand diens in daardie jaar, 'n bedrag gelyk aan een dag se besoldiging; plus

(ii) vir enigeen van die volgende openbare vakansiedae wat binne die tydperk val waarin die bedryfsinrigting vir die jaarlikse verloftydperk gesluit is, d.w.s. Geloftedag, Kersdag en Nuwejaarsdag, 'n bedrag gelyk aan een dag se besoldiging ten opsigte van elke sodanige vakansiedag:

Met dien verstande dat by diensbeëindiging 'n werknemer besoldiging in plaas van verlof moet ontvang wat soos volg bereken word:

Een dag se besoldiging ten opsigte van elke voltooide maand diens gereken vanaf 15 Desember van die vorige jaar of vanaf die datum van indiensneming, naamlik die kortste tydperk.

(2) *Openbare vakansiedae met besoldiging.*—(a) Benewens die openbare vakansiedae met besoldiging wat gewoonlik binne die jaarlikse verloftydperk val, d.w.s. Kersdag en Nuwejaarsdag, is elke werknemer op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Setlaarsdag, Republiekdag, Geloftedag en Krugerdag geregtig op verlof met volle besoldiging en moet dit aan hom verleen word.

(b) Waar 'n werknemer se diens beëindig word onmiddellik voor enigeen van die openbare vakansiedae met besoldiging wat in hierdie subklousule genoem word, is hy geregtig op besoldiging vir sodanige openbare vakansiedag: Met dien verstande dat sodanige dag val binne 'n verlengde tydperk wat soos volg bereken word:

Een werkdag ten opsigte van elke voltooide maand diens (gereken vanaf die dag waarop die werknemer laas op verlof geregtig geword het of vanaf die datum van indiensneming, naamlik die kortste tydperk) moet by die datum gevoeg word waarop die werknemer se diens eindig, en indien 'n openbare vakansiedag met besoldiging binne sodanige verlengde tydperk val, moet hy daarvoor betaal word.

(c) Wanneer 'n werknemer op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Setlaarsdag, Republiekdag, Krugerdag, Kersdag, Geloftedag of Nuwejaarsdag werk, moet sy werkgever hom benewens die besoldiging waarop hy geregtig sou gewees het indien hy nie aldus gewerk het nie, minstens sy gewone uurloon betaal ten opsigte van die totale tydperk op sodanige dag gewerk.

(d) Ingeval 'n vakansiedag met besoldiging op 'n Sondag val, moet die daaropvolgende dag geag word sodanige vakansiedag te wees.

(e) Ingeval enigeen van die vakansiedae met besoldiging in subklousules (1) en (2) bedoel, op 'n Saterdag val, moet 'n werkgever sy werknemer wat nie op sodanige dag werk nie, agt en 'n halfuur se loon betaal benewens die besoldiging aan hom verskuldig vir tyd gewerk vanaf die Maandag tot die Vrydag wat sodanige Saterdag onmiddellik voorafgaan.

(f) Wanneer 'n werknemer werk op 'n vakansiedag met besoldiging wat op 'n Saterdag val, moet besoldiging vir sodanige dag geskied ooreenkomstig subklousule (2) (e) en moet hy daarbenewens een en een-derde maal sy uurloon ontvang vir elke uur wat hy op sodanige Saterdag gewerk het.

(3) *Besoldiging vir verlof.*—Die werkgever moet aan sy werknemer aan wie verlof ingevolge subklousule (1) toegeestaan word, voor of op die laaste werkdag voor die aanvang van sodanige verloftydperk sy besoldiging ten opsigte van verlof betaal, en elke bedrag wat ingevolge subklousule (1) of subklousule (2) aan 'n werknemer betaal word, moet bereken word teen die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens geëindig het, na gelang van die geval, en wanneer 'n werknemer op 'n ander grondslag besoldig word as die tyd werklik deur hom gewerk, moet sy gewone loon, vir die toepassing van hierdie klousule, bereken word asof hy per uur besoldig word en dit moet op enige datum vasgestel word deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum, of gedurende sy totale dienstryd by die betrokke werkgever, naamlik die kortste tydperk, te deel deur die getal ure gewerk gedurende die tyd ten opsigte waarvan sodanige besoldiging betaal is.

(4) For the purposes of this clause, employment shall be deemed to commence from—

(a) the date on which the employee entered the employer's services; or

(b) the date on which an employee was last granted at least three consecutive weeks annual leave on full pay, whichever may be the later.

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

(6) Where an employee has absented himself from work for any reason other than referred to in subclause (9) or for a reason satisfactory to his employer, such period of absence shall not be considered as employment in terms of subclause (1).

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

(8) *Leave and notice not to be concurrent.*—The period of annual leave of an employee shall not be concurrent with any period during which an employee is under notice of termination of employment or is undergoing military service under the Defence Act, 1957.

(9) Any period during which an employee—

(a) is on leave in terms of subclause (1); or

(b) is absent on military service, not exceeding four months, undergone in any year; or

(c) is absent from work on the instruction or at the request of the employer; or

(d) is absent from work owing to illness, or by reason of the fact that no female shall work in an establishment and no employer shall require or permit any female to work in his establishment during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after birth (if the child is stillborn or dies before the expiration of eight weeks after birth, the provisions of this subclause shall cease to apply as from the date fixed by the Industrial Council);

shall be deemed to be employment for the purposes of subclauses (1) and (2): Provided that—

(i) the provisions of paragraph (d) of this subclause shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in proviso (ii) below, fails, after a request for such certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any 12 months of employment which is in excess of 30 days;

(ii) an employee whose employer is required in terms of any Act of Parliament to provide for the care and treatment of such employee when sick or injured shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in proviso (i) above.

12. OUTWORK

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

(2) For the purposes of this clause, an "employer in the Industry" shall include a person who is not himself a manufacturer, but who gives out work to others which, if performed on the premises of the person giving out the work, would constitute work within the "Millinery Industry" as defined. For the purposes of this subclause, "giving out work" shall include the issue of materials for the purpose of having such materials made up into ladies' or girls' hats or portions of ladies' or girls' hats and shall include the alteration and/or repair thereof except the alteration done incidentally to the sale of a hat in a shop.

(4) Vir die toepassing van hierdie klousule, word diens geag te begin op—

(a) die datum waarop die werknemer by die werkgever in diens getree het; of

(b) die datum waarop 'n werknemer laas ten minste drie agtereenvolgende weke jaarlikse verlof met volle besoldiging toegestaan was, naamlik die jongste datum.

(5) Wanneer die dienstydperk wat 'n werknemer laat kwalifiseer vir jaarlikse verlof ingevolge subklousule (1) bereken word, mag 'n werkgever nie korttyd aftrek nie.

(6) Wanneer 'n werknemer van sy werk weggebly het om 'n ander rede as dié in subklousule (9) bedoel of om 'n rede wat sy werkgever bevredig, moet sodanige tydperk van afwesigheid nie geag word diens ingevolge subklousule (1) te wees nie.

(7) *Wagte.*—'n Werkgever kan onderlinge reëlings met sy wagte tref om hul jaarlikse verlof te neem op 'n ander tyd as tussen 15 Desember en die daaropvolgende 14 Januarie, soos in subklousule (1) bepaal.

(8) *Verloftyd en diensopsegging mag nie saamval nie.*—Die jaarlikse verloftyd van 'n werknemer mag nie met 'n tydperk waarin 'n werknemer kennis van diensbeëindiging gegee is of met 'n tydperk waarin hy ingevolge die Verdedigingswet, 1957, militêre diens verrig, saamval nie.

(9) Alle tydperke waarin 'n werknemer—

(a) ooreenkomstig subklousule (1) met verlof afwesig is; of

(b) vir militêre diens van hoogstens vier maande, wat in enige jaar verrig word, afwesig is; of

(c) op las of op versoek van sy werkgever van sy werk afwesig is; of

(d) van sy werk afwesig is weens siekte of weens die feit dat geen vrou gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die geboorte eindig, in 'n bedryfsinrigting mag werk nie en geen werkgever van 'n vrou mag vereis of haar mag toelaat om gedurende sodanige tydperk te werk nie (indien die kind doodgebore is of binne agt weke na geboorte sterf, is hierdie subklousule met ingang van die datum wat die Nywerheidsraad vasstel, nie meer van toepassing nie);

word vir die toepassing van subklousules (1) en (2) geag diens te wees: Met dien verstande dat—

(i) paragraaf (d) van hierdie klousule nie van toepassing is nie op 'n tydperk van afwesigheid weens siekte vir meer as drie agtereenvolgende dae as die werknemer, wat nie 'n werknemer is soos in voorbehoudsbepaling (ii) hieronder bedoel nie, in gebreke bly om, nadat die werkgever hom daartoe versoek het, aan die werkgever 'n doktersertifikaat voor te lê waarin verklaar word dat hy weens siekte verhinder is om sy werk te verrig, of nie van toepassing is nie ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende 12 maande diens, wat langer as 30 dae is;

(ii) daar nie van 'n werknemer wie se werkgever ingevolge 'n Wet van die Parlement voorsiening vir die versorging en behandeling van sodanige werknemer moet maak wanneer hy siek of besee is, vereis mag word om ten opsigte van enige tydperk van afwesigheid soos in voorbehoudsbepaling (i) bedoel, 'n doktersertifikaat voor te lê nie.

12. BUITEWERK

(1) Geen werkgever in die Nywerheid mag werk vir vervaardiging, uitgesonderd in 'n fabriek soos omskryf in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of in 'n werkwinkel wat kragtens klousule 13 van hierdie Ooreenkoms geregistreer is, uitbestee nie, en hy mag ook nie van 'n werknemer vereis of hom toelaat om werk in die Hoedenywerheid elders as in 'n bedryfsinrigting wat deur die werkgever verskaf, uitgerus, onderhou en beheer word, te verrig nie.

(2) Vir die toepassing van hierdie klousule omvat "werkgever in die Nywerheid" ook 'n persoon wat nie self 'n fabrikant is nie maar wat aan ander werk uitbestee wat, as dit gedoen word op die perseel van die persoon wat die werk uitbestee, werk sou uitmaak wat binne die omskrywing van "Hoedenywerheid" val. Vir die toepassing van hierdie subklousule omvat "werk uitbestee" ook die uitreiking van materiaal met die doel om sodanige materiaal te laat opmaak in dames- of meisieshoede of dele van dames- of meisieshoede en omvat dit ook die verstelling en/of heelmaak daarvan, uitgesonderd verstellings wat toevallig in verband met die verkoop van 'n hoed in 'n winkel gemaak word.

13. REGISTRATION OF WORKSHOP

Every occupier of a workshop in which any operation in the Millinery Industry is carried on shall, within one month from the date on which this Agreement comes into operation, if he has not already done so pursuant to any previous agreement, and every person who becomes an employer after that date, shall, within one month from the date of commencement of operations by him, notify, in writing, to the Secretary of the Council the address of the premises in which such workshop is located, the names of the partners of the concern, or, in a limited liability company, the names of the secretary or directors.

The Secretary of the Council shall thereupon issue to the occupier a workshop registration certificate signed by him. No manufacture of millinery shall be performed elsewhere than in a workshop registered in terms of this clause: Provided, however, that this shall not apply in the case of a workshop which is registered as a factory, under the provisions of the Factories, Machinery and Building Work Act, 1941.

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

14. TERMINATION OF EMPLOYMENT

(1) Subject to the provisions of subclauses (2), (4) and (5), in the case of a weekly paid employee not less than one week's notice, in writing, to take effect from the usual pay-day of the employee, and in the case of a monthly paid employee not less than two weeks' notice, in writing, to take effect from 12h00 on the first or 16th of the month, shall be given by an employer or employee to terminate a contract of service: Provided that this shall not affect—

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

(ii) any written agreement between an employer and his employee providing for a period of notice of equal duration on both sides and for longer than that prescribed in this clause:

Provided further that—

(iii) an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, wages in lieu of one week's notice or two weeks' notice, as the case may be, or in lieu of the notice agreed upon in terms of proviso (ii) above;

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

(v) the period of employment of a weekly paid employee ending on or before the second pay-day subsequent to the date of commencing employment, or in the case of a monthly paid employee, the period of employment ending before or on the completion of two weeks after the date of commencing employment shall, unless the contrary is stated in a written agreement, be deemed to be a period of trial, and that such employment may be terminated by the employer or the employee without notice.

(2) An employee put off during the currency of any period of notice given in terms of subclause (1) shall receive full pay for the unexpired portion of such notice.

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

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

(a) The employee shall produce, or he shall furnish to the employer within the said period of six calendar days, a medical certificate certifying his inability to perform his usual work; and

(b) provided that the certificate is produced or is furnished to the employer within the period above prescribed, i.e., six calendar days, the employer may—

(i) if he so desires, keep the employment open until the employee is able to resume his usual work;

13. REGISTRASIE VAN WERKWINKEL

Elke okkupeerder van 'n werkwinkel waarin 'n werksaamheid van die Hoedenywerheid uitgevoer word, moet, as hy dit nie reeds ingevolge 'n vorige ooreenkoms gedoen het nie, binne een maand nadat hierdie Ooreenkoms in werking getree het, en elke persoon wat na daardie datum 'n werkgewer word, moet binne een maand nadat hy met sy werksaamhede begin het, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die perseel waar sodanige werkwinkel gevestig is, van die name van die vennote van die onderneming of, as dit 'n maatskappy met beperkte aanspreeklikheid is, van die name van die sekretaris of direkteure.

Die Sekretaris van die Raad moet daarna aan die okkupeerder van die werkwinkel 'n registrasiesertifikaat uitreik wat deur hom onderteken is. Hoede mag nie elders as in 'n werkwinkel wat ingevolge hierdie klousule geregistreer is, gemaak word nie: Met dien verstande egter dat hierdie klousule nie van toepassing is nie in die geval van 'n werkwinkel wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, as 'n fabriek geregistreer is.

Ingeval daar 'n verandering in die samestelling van die vennootskap of firma of 'n adresverandering van die werkwinkel plaasvind, moet die Sekretaris van die Raad van sodanige verandering in kennis gestel word binne twee weke na die datum van die verandering.

14. DIENSBEÏNDIGING

(1) Behoudens subklousules (2), (4) en (5), moet die werkgewer of die werknemer in die geval van 'n weekliks besoldigde werknemer minstens een week, wat begin op die gewone betaaldag van die werknemer, en in die geval van 'n maandeliks besoldigde werknemer minstens twee weke wat begin om 12h00 op die eerste dag of die 16de dag van die maand, skriftelik kennis van die beëindiging van 'n dienskontrak gee: Met dien verstande dat hierdie bepaling nie die volgende raak nie—

(i) 'n werkgewer of 'n werknemer se reg om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n diensopseggingstermyn wat vir albei partye ewe lank is en langer is as die termyn wat in hierdie klousule voorgeskryf word:

Voorts met dien verstande dat—

(iii) 'n werkgewer of 'n werknemer die kontrak sonder kennisgewing kan beëindig deur aan die werknemer 'n loon te betaal of aan die werkgewer 'n bedrag te betaal of te verbeur, na gelang van die geval, in plaas daarvan om een week of twee weke, na gelang van die geval, vooraf kennis te gee of dié kennis te gee waarvoor daar ooreenkomstig voorbehoudsbepaling (ii) hierbo ooreengekom is;

(iv) 'n werknemer wat korttyd werk, sy diens kan beëindig sonder om kennis te gee;

(v) 'n weekliks besoldigde werknemer se dienstydpark wat eindig voor of op die tweede betaaldag wat volg op die datum waarop die diens begin het of 'n maandeliks besoldigde werknemer se dienstydpark wat eindig voor of by die voltooiing van twee weke diens na die datum waarop die diens begin het, geag moet word 'n proeftydperk te wees tensy daar in 'n skriftelike ooreenkoms anders bepaal word, en dat sodanige diens deur die werkgewer of die werknemer sonder kennisgewing beëindig kan word.

(2) 'n Werknemer wat gedurende die looptyd, ooreenkomstig subklousule (1), van 'n kennisgewingstermyn buite werk gestel word, moet volle besoldiging vir die onverstreke gedeelte van sodanige kennisgewing ontvang.

(3) Geen werkgewer mag 'n werknemer weens laasgenoemde se afwesigheid met verlof waarvoor die werkgewer se skriftelike toestemming verkry is, ontslaan nie.

(4) Afwesigheid van werk, weens 'n ander oorsaak as siekte, vir 'n tydperk van ses agtereenvolgende kalenderdae sonder die toestemming van die werkgewer, maak beëindiging van 'n dienskontrak uit, maar afwesigheid wat deur siekte veroorsaak word, moet soos volg behandel word:

(a) Die werknemer moet binne genoemde tydperk van ses kalenderdae 'n doktersertifikaat waarin verklaar word dat hy nie sy gewone werk kan verrig nie, aan die werkgewer voorleë of aan hom verstrek; en

(b) mits die sertifikaat binne die tydperk hierbo voorgeskryf, t.w. ses kalenderdae, aan die werkgewer voorgelê of verstrekk word—

(i) kan die werkgewer, as hy dit wil doen, die pos oophou totdat die werknemer in staat is om sy gewone werk te hervat; of

(ii) if he is not prepared to do so, it shall be incumbent upon him to tender to such an employee on the day which concludes the working week of the establishment, one week's notice to terminate his employment; and

(iii) if the employee fails to return and work out such notice his employment shall be terminated at the end of that week of notice;

(c) should the employer fail to reserve such week's notice, after receiving a medical certificate from any employee concerned within the prescribed period of six calendar days, he shall, unless he decides to retain the services of the employee, be required to pay such employee a week's wages in lieu of notice.

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

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

15. PREMIUMS

No premiums shall be charged or accepted by an employer for the training of an employee: Provided that this provision shall not apply in respect of a training scheme to which the employer is legally required to contribute.

16. EXISTING CONTRACTS

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

17. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT

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

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

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

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

(4) *Monthly return of engagements and terminations of service.*—Not later than on the last day of each month, the employer shall complete and transmit to the Council and the Sick Benefit Fund a record in the form of Annexure C to this Agreement of all engagements and terminations of service of employees in respect of that month: Provided that where in any month no staff changes have been effected, no returns need be submitted.

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

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

(6) *Compulsory X-ray examination of new entrants into the Industry and annual examination of employees.*—No person who has not previously been employed in the Industry shall be employed by an employer after the date of coming into operation of this Agreement unless a medical certificate of

(ii) moet die werkgewer, as hy dit nie wil doen nie, aan sodanige werknemer, op die dag waarop die bedryfsinrigting se werkweek eindig, een week kennis van diensbeëindiging gee; en

(iii) moet die diens van die werknemer wat in gebreke bly om terug te kom en gedurende sodanige kennisgewings-termyn te werk, beëindig word aan die einde van daardie week kennisgewing;

(c) as die werkgewer versuim om sodanige week kennisgewing van diensbeëindiging terug te hou nadat hy binne die voorgeskrewe tydperk van ses kalenderdae 'n doktersertifikaat van die betrokke werknemer ontvang het, moet hy aan sodanige werknemer 'n week se loon betaal in plaas van kennis te gee van diensbeëindiging, tensy hy besluit om die werknemer se diens te behou.

(5) Wanneer 'n werkgewer 'n werknemer se diens ooreenkomstig subklousule (4) beëindig, kan hy kennis van sodanige beëindiging gee deur die Sekretaris van die Raad skriftelik daarvan in kennis te stel. Die dienskaart wat die werkgewer ingeefte klousule 17 (2) aan die werknemer moet oorhandig, asook enige loon of ander bedrae wat by sodanige beëindiging aan die werknemer verskuldig is, moet saam met sodanige kennisgewing aan die Raad gestuur word vir deursending aan die werknemer wanneer hy daarom aansoek doen.

Hierdie subklousule is *mutatis mutandis* van toepassing op enige diensbeëindiging ooreenkomstig subklousule (1).

15. PREMIES

'n Werkgewer mag geen premies vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie bepaling nie van toepassing is nie op 'n opleidingskema waartoe 'n werkgewer regtens verplig is om by te dra.

16. BESTAANDE KONTRAKTE

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

17. INDIENSNEMING, OORPLASING EN DIENSBEËINDIGING

(1) *Dienskaarte moet by indiensneming voorgelê word.*—Voordat 'n werkgewer iemand wat om werk aansoek doen, in diens neem, moet hy van sodanige aansoeker vereis om 'n dienskaart wat in die vorm van Aanhangsel A van hierdie Ooreenkoms deur die Raad uitgereik is, voor te lê.

Onmiddellik na indiensneming moet die werkgewer in die ruimte bedoel vir "Latere ondervinding" die naam van sy fabriek, die datum van indiensneming en die loon by indiensneming invul en die kaart veilig bewaar sodat dit later, by die diensbeëindiging van die werknemer, ooreenkomstig subklousule (2) behandel kan word.

(2) *Dienskaart moet by diensbeëindiging aan werknemer teruggegee word.*—By die diensbeëindiging van 'n werknemer moet die werkgewer onmiddellik die res van die besonderhede op die werknemer se dienskaart invul, nl. die datum waarop hy die diens verlaat, sy loon op sodanige datum, sy beroep en die duur van sy diens. Die ingevulde kaart moet daarna geparafeer en by diensbeëindiging aan die werknemer oorhandig word.

(3) *Prosedure wanneer werknemer nie 'n dienskaart voorleë nie.*—Die werkgewer moet die voornemende werknemer onmiddellik by indiensneming 'n aansoek in die vorm van Aanhangsel B van hierdie Ooreenkoms laat invul en dit heg aan die weeklikse opgawe van indiensnemings soos in subklousule (4) hieronder bedoel.

(4) *Maandelikse opgawe van indiensnemings en diensbeëindigings.*—Die werkgewer moet voor of op die laaste dag van elke maand 'n opgawe in die vorm van Aanhangsel C van hierdie Ooreenkoms van alle indiensnemings en diensbeëindigings van werknemers ten opsigte van daardie maand invul en dit aan die Raad en die Siektebystandsfonds stuur: Met dien verstande dat, waar daar geen personeelveranderings in 'n maand plaasgevind het nie, geen opgawe ingedien hoef te word nie.

(5) *Kennis moet van oorplasing gegee word.*—Elke werkgewer moet binne vyf dae na die einde van elke kalendermaand kennis, in die vorm voorgeskryf in Aanhangsel D van hierdie Ooreenkoms, van alle oorplasinge van sy werknemers van die een beroep na 'n ander aan die Raad gee.

Die werkgewer moet ewe-eens oorplasinge aanteken op die betrokke kaarte van al die werknemers wat daardeur geraak word.

(6) *Verpligte X-straalondersoek van nuwe toetreders tot die Nywerheid en jaarlikse ondersoek van werknemers.*—Geen persoon wat nie voorheen in die Nywerheid werksaam was nie, mag na die datum waarop hierdie Ooreenkoms in werking tree, deur 'n werkgewer in diens geneem word nie tensy die

fitness for employment has been obtained by the employer from the Tuberculosis Clinic of the Cape Town Municipality either prior to engagement or within four weeks from the date of engagement.

In addition, every employer shall once every calendar year, after this Agreement comes into operation, cause each of his employees to be examined by the Tuberculosis Clinic of the Cape Town Municipality and, subject to the provisions of clause 14 of this Agreement, no employer shall continue to employ any such employee unless a certificate of fitness for employment has been obtained by the employer from the said Clinic within four weeks from the date the employee has been so examined.

The medical certificate shall be in the form prescribed in Annexure F of this Agreement and shall be transmitted to the Secretary of the Sick Benefit Fund.

18. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may, for any good or sufficient reason, grant to or in respect of any person exemption from any of the provisions of this Agreement.

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

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

(a) the full name of the person concerned;

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

(c) the conditions fixed in accordance with the provisions of subclause (2), subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(a) number consecutively all licences issued; and

(b) retain a copy of each licence issued; and

(c) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

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

19. COUNCIL FUNDS

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

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

20. ORGANISATION OF EMPLOYEES

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

(a) interviewing the employees on trade union matters;

(b) enrolling new members;

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

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

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

werkgewer of voor sodanige indiensneming of binne vier weke na die datum van indiensneming 'n doktersertifikaat van die Tuberkuloseklyniek van die Munisipaliteit van Kaapstad verkry het waarin verklaar word dat die betrokke persoon geskik vir werk is.

Daarbenewens moet elke werkgewer een maal elke kalenderjaar, nadat hierdie Ooreenkoms in werking getree het, elkeen van sy werknemers deur die Tuberkuloseklyniek van die Munisipaliteit van Kaapstad laat ondersoek en, behoudens klousule 14 van hierdie Ooreenkoms, mag geen werkgewer enige sodanige werknemer in sy diens aanhou nie, tensy hy binne vier weke vanaf die datum waarop die werknemer aldus ondersoek is 'n doktersertifikaat van genoemde Klyniek verkry het waarin verklaar word dat die betrokke persoon geskik vir werk is.

Die doktersertifikaat moet in die vorm wees soos voorgeskryf in Aanhangsel F van hierdie Ooreenkoms en moet aan die sekretaris van die Sikebystandsfonds gestuur word.

18. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad om enige afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enigiemand verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling ingevolge subklousule (1) verleen word, die voorwaardes stel waarop en die tydperk waarvoor sodanige vrystelling van krag is: Met dien verstande dat die Raad, indien hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingsertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n sertifikaat uitreik wat hy onderteken het en wat die volgende meld—

(a) Die naam van die betrokke persoon voluit;

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

(c) die voorwaardes wat ooreenkomstig subklousule (2) gestel is en waarop die vrystelling verleen word; en

(d) die tydperk waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(a) alle sertifikate wat uitgereik word, in volgorde nommer; en

(b) 'n kopie van elke sertifikaat wat uitgereik word, bewaar; en

(c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings van 'n vrystellingsertifikaat nakom wat ooreenkomstig hierdie klousule uitgereik is.

19. FONDSE VAN DIE RAAD

Die fondse van die Raad, wat berus by en geadministreer word deur die Raad, word soos volg verskaf:

Op die eerste betaaldag nadat hierdie Ooreenkoms in werking getree het, en op elke daaropvolgende betaaldag, moet elke werkgewer vier sent aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word. Die totale bedrag wat aldus afgetrek is, saam met 'n bedrag wat daaraan gelyk is en wat deur die werkgewer bygedra moet word, moet maandeliks en wel voor of op die sewende van die daaropvolgende maand, saam met 'n opgawe in die vorm van Aanhangsel E van hierdie Ooreenkoms, deur die werkgewer aan die Sekretaris van die Raad gestuur word.

20. WERKGEWERSORGANISASIE

(1) Elke werkgewer moet 'n beampte of lid van die vakvereniging wat skriftelik deur die vakvereniging en deur die Raad daartoe gemagtig is, toelaat om sy bedryfsinrigting van tyd tot tyd gedurende die middagetensuur te betree ten einde—

(a) onderhoude in verband met vakverenigingsake met die werknemers te voer;

(b) nuwe lede in te skryf;

(c) kennisgewings wat deur die vakvereniging uitgereik word, op te plak en uit te deel;

(d) lede se bydraes tot die vakvereniging in te vorder.

(2) Die gemagtigde beampte of lid van die vakvereniging moet die werkgewer of sy verteenwoordiger in kennis stel van sy of haar voorneme om die bedryfsinrigting te besoek.

21. AGENTS

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

22. EMPLOYMENT OF TRADE UNION LABOUR

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

23. EMPLOYMENT OF TRADE UNION LABOUR

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

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

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

(c) the provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the 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.

24. 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.

25. SICK BENEFIT FUND

(1) There is hereby continued a sick benefit fund known as the "Cape Millinery Industry Sick Benefit Fund", originally established under Government Notice 369, dated 7 March 1958, and hereinafter referred to as the "Fund" to make provision for payment of benefits to employees during periods of absence from work due to sickness.

The Fund shall consist of—

(a) any moneys standing to the credit of the Fund as at the date of coming into operation of this Agreement;

(b) contributions paid into the Fund in accordance with this clause;

(c) interest derived from the investment of any moneys of the Fund;

(d) any other moneys to which the Fund may become entitled.

(2) The Fund shall be administered according to and in terms of the rules of the said Fund as approved by the Council, by a Management Committee hereinafter referred to as the "Committee" appointed by the Council at a duly constituted meeting of the Council and consisting of two each of the employers' and employees' representatives on the Council, with the Chairman and Vice-Chairman of the Council as *ex officio* members. For every representative appointed an alternate shall be appointed in the manner provided for in clause 5 (4) of the constitution of the Council. A paid secretary who shall also be the secretary of the Fund shall also be appointed by the Committee.

(3) One copy of the rules of the said Fund and any amendments thereof shall be kept by the Secretary of the Council, and one copy of the said rules and any amendment thereof shall be lodged by the Secretary of the Council with the Secretary for Labour.

(4) (a) For the purpose of such Fund, every employer shall each week deduct from the wages of each of his employees, hereinafter referred to as "contributor", for whom minimum wages are prescribed in this Agreement, and who has worked during such week not less than one full day, the sum of 23c.

21. AGENTE

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help om uitvoering aan die bepallings van hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer en elke werknemer 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.

22. INDIENSNEMING VAN MINDERJARIGES

Niemand onder 15 jaar mag in die Nywerheid in diens geneem word nie.

23. INDIENSNEMING VAN LEDE VAN DIE VAKVERENIGING

Geen werkgewer mag 'n werknemer wat nie lid van die vakvereniging is nie, in diens neem nie, en geen lid van die vakvereniging mag vir 'n werkgewer wat nie lid van die werkgewersorganisasie is nie, werk nie: Met dien verstande dat—

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

(b) 'n werkgewer wat nadelig geraak word of geraak sal word deur 'n weiering van lidmaatskap, sy saak aan die Raad kan voorlê, wat kan verklaar dat hierdie klousule, ondanks sodanige weiering, hom nie belet om lede van die vakvereniging in diens te neem nie;

(c) hierdie klousule nie gedurende die eerste jaar na die datum van 'n immigrant se aankoms in die Republiek van Suid-Afrika op hom van toepassing is nie: Met dien verstande dat, as 'n immigrant te eniger tyd na verloop van drie maande sedert sy diensaanvaarding in die Nywerheid 'n uitnodiging van die vakvereniging om lid daarvan te word, van die hand gewys het, hierdie klousule onmiddellik van krag word.

24. VERTONING VAN OOREENKOMS

Elke werkgewer 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 hou op 'n plek wat gereedlik vir sy werknemers toeganklik is.

25. SIEKTEBYSTANDFONDS

(1) Hierby word 'n siektebystandfonds wat as die "Siektebystandfonds vir die Hoedenywerheid, Kaap", bekend staan, wat oorspronklik by Goewermenskennisgewing 369 van 7 Maart 1958 gestig is en wat hierna die "Fonds" genoem word, voortgesit om voorsiening te maak vir die betaling van bystand aan werknemers gedurende tye wanneer hulle weens siekte van die werk afwesig is.

Die Fonds bestaan uit—

(a) geld in die krediet van Fonds op die datum waarop hierdie Ooreenkoms in werking tree;

(b) bydraes wat ooreenkomstig hierdie klousule aan die Fonds betaal word;

(c) rente verkry uit die belegging van geld van die Fonds;

(d) alle ander geld waarop die Fonds geregtig mag word.

(2) Die Fonds word volgens en ingevolge die reëls van genoemde Fonds soos deur die Raad goedgekeur, geadmistreer deur 'n Bestuurskomitee, hieronder die "Komitee" genoem, wat deur die Raad aangestel is op 'n behoorlik gekonstitueerde vergadering van die Raad en wat bestaan uit twee werkgewers- en twee werknemersverteenvoerders in die Raad, met die Voorsitter en die Ondervoorsitter van die Raad as *ex officio*-lede. Vir elke verteenwoordiger wat aangestel word, moet daar 'n plaasvervanger aangestel word soos bepaal in klousule 5 (4) van die konstitusie van die Raad. 'n Besoldigde sekretaris, wat terselfdertyd ook die sekretaris van die Fonds moet wees, moet deur die Komitee aangestel word.

(3) Een kopie van die reëls van genoemde Fonds en alle wysigings daarvan moet deur die Sekretaris van die Raad gehou word, en een kopie van genoemde reëls en alle wysigings daarvan moet deur die Sekretaris van die Raad by die Sekretaris van Arbeid ingedien word.

(4) (a) Vir die doel van sodanige Fonds moet elke werkgewer elke week van die loon van elkeen van sy werknemers, hierna "bydraer" genoem, vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf word en wat gedurende sodanige week minstens een volle dag gewerk het, die bedrag van 23c aftrek.

(b) To the amount so deducted in each case, the employer shall add a like amount and forward month by month, but not later than the seventh day of each month, the total sum to the secretary of the Fund at such address as the Management Committee of the Fund may decide on from time to time.

(c) The total sum forwarded monthly by the employer representing his payments and the deductions from the wages of contributors in his employ shall in the case of the first payment by new employees be accompanied by a special form provided free by the Fund reflecting—

- (i) the full name of the employer;
- (ii) the full name of each contributor from whose wages deductions have been made;
- (iii) the works number and the Fund number [provided for in paragraph (d) of this subclause] of each such contributor;
- (iv) the occupation of each such contributor;
- (v) the number of hours worked by each such contributor each week;
- (vi) the total wages paid to each contributor each week.

In all other cases the sum need be accompanied only by a summary showing the full name of the employer, the total number of contributions, the period concerned and the amount due.

(d) Upon receipt of the first eight payments to the Fund in respect of each contributor, the secretary of the Fund shall allocate a Fund number to each contributor and prepare a contribution book reflecting on the cover thereof—

- (i) the full name of the employer;
- (ii) the full name of the contributor;
- (iii) the works number of the contributor;
- (iv) the Fund number of the contributor.

The secretary shall thereafter notify the contributor to call and the book shall be handed to the contributor after the contributor has signed the book in the presence of an official of the Fund.

(e) All moneys received by the Fund shall be deposited in a banking account for the Fund which shall be opened by the Industrial Council for the Millinery Industry (Cape): Provided that the Management Committee may from time to time authorise investment of moneys surplus to its requirements whereupon such moneys shall be invested in Stock of the Government of the Republic of South Africa or local government stock, National Savings Certificates or savings accounts, permanent shares or fixed deposits in building societies or banks or in any other manner approved by the Industrial Registrar.

(f) The Committee shall appoint an auditor for the Fund, who shall be a registered public accountant, and determine his remuneration which shall be paid out of the Fund. The accounts of the Fund shall be audited for the periods ending 30 June and 31 December of each year, and the auditor's report shall be made available not later than 30 September and 31 March, respectively. A copy of the statement of accounts, together with the auditor's report, shall be transmitted to the Secretary for Labour, and a copy shall also lie for inspection at the office of the Council.

(g) Disbursements from the Fund shall cease whenever the amount to the credit of the Fund falls below R100.

(5) (a) During periods of absence from work owing to sickness, the following benefits shall be paid to contributors to the Fund: Provided that applications for benefits shall comply with the rules:

For the period ending 1 February 1980:

- (i) In the case of an employee earning a wage of less than R15,78 per week, R6 per week;
- (ii) in the case of an employee earning a wage of R15,78 per week and more but less than R19,61 per week, R9 per week;
- (iii) in the case of an employee earning a wage of R19,61 per week and more, R12,50 per week.

For the period ending 1 February 1981:

- (i) In the case of an employee earning a wage of less than R16,96 per week, R6 per week;
- (ii) in the case of an employee earning a wage of R16,96 per week and more but less than R20,08 per week, R9 per week;
- (iii) in the case of an employee earning a wage of R20,08 per week and more, R12,50 per week.

(b) By die bedrag aldus in elke geval afgetrek, moet die werkgever 'n bedrag voeg wat daaraan gelyk is en die totale bedrag maand vir maand, maar voor of op die sewende dag van elke maand, aan die sekretaris van die Fonds stuur by dié adres waarop die Bestuurskomitee van die Fonds van tyd tot tyd mag besluit.

(c) Die totale bedrag wat die werkgever maandeliks aanstuur en wat sy bydraes verteenwoordig en die bedrae wat hy van die lone van bydraers in sy diens aftrek, moet in die geval van die eerste betaling deur nuwe werknemers vergesel gaan van 'n spesiale vorm wat gratis deur die Fonds verskaf word en die volgende meld:

- (i) Die volle naam van die werkgever;
- (ii) die volle naam van elke bydrae van wie se loon 'n bedrag afgetrek is;
- (iii) die werknommer en die Fondsnummer [waarvoor daar in paragraaf (d) van hierdie subklousule voorsiening gemaak word] van elke sodanige bydraer;
- (iv) die beroep van elke sodanige bydraer;
- (v) die getal ure wat elke sodanige bydraer elke week gewerk het;
- (vi) die totale loon wat elke week aan elke bydraer betaal is.

In alle ander gevalle hoef die bedrag vergesel te gaan van slegs 'n opsomming wat die volle naam van die werkgever, die totale getal bydraes, die betrokke tydperk en die verskuldigde bedrag toon.

(d) By ontvangs van die eerste agt betalings aan die Fonds ten opsigte van elke bydraer, moet die sekretaris van die Fonds aan elke bydraer 'n Fondsnummer toewys en 'n bydraeboek in gereedheid bring met die volgende op die voorblad:

- (i) Die volle naam van die werkgever;
- (ii) die volle naam van die bydraer;
- (iii) die werknommer van die bydraer;
- (iv) die Fondsnummer van die bydraer.

Daarna moet die sekretaris die bydraer in kennis stel om die boek te kom haal, en die boek moet dan aan die bydraer oorhandig word nadat hy dit in die teenwoordigheid van 'n amptenaar van die Fonds onderteken het.

(e) Alle geld wat deur die Fonds ontvang word, moet gestort word op 'n bankrekening wat deur die Nywerheidsraad vir die Hoedenywerheid (Kaap) vir die Fonds geopen moet word: Met dien verstande dat die Bestuurskomitee van tyd tot tyd magtiging kan verleen dat geld wat meer is as wat hy nodig het, belê kan word, en sodanige geld moet dan in effekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike besture, Nasionale Spaarsertifikate of spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of banke of op enige ander wyse wat deur die Nywerheidsregistrator goedgekeur word, belê word.

(f) Die Komitee moet vir die Fonds 'n ouditeur aanstel wat 'n geregistreerde openbare rekenmeester moet wees, en sy besoldiging, wat uit die Fonds betaal moet word, vasstel. Die rekenings van die Fonds moet geouditeer word vir die tydperke wat op 30 Junie en 31 Desember van elke jaar eindig, en die ouditeursverslag moet onderskeidelik voor of op 30 September en 31 Maart beskikbaar gestel word. 'n Kopie van die rekeningstaat moet saam met die ouditeursverslag aan die Sekretaris van Arbeid gestuur word en 'n kopie moet ook op die kantoor van die Raad ter insae lê.

(g) Uitbetalings uit die Fonds moet gestaak word wanneer die bedrag wat in die krediet van die Fonds staan, tot minder as R100 daal.

(5) (a) Gedurende tydperke van afwesigheid van werk weens siekte moet onderstaande bystand aan bydraers tot die Fonds betaal word: Met dien verstande dat aansoeke om bystand ooreenkomstig die reëls geskied:

Vir die tydperk eindigende 1 Februarie 1980:

- (i) In die geval van 'n werknemer wat 'n loon van minder as R15,78 per week verdien, R6 per week;
- (ii) in die geval van 'n werknemer wat 'n loon van R15,78 en meer maar minder as R19,61 per week verdien, R9 per week;
- (iii) in die geval van 'n werknemer wat 'n loon van R19,61 en meer per week verdien, R12,50 per week.

Vir die tydperk eindigende 1 Februarie 1981:

- (i) In die geval van 'n werknemer wat 'n loon van minder as R16,96 per week verdien, R6 per week;
- (ii) in die geval van 'n werknemer wat 'n loon van R16,96 en meer maar minder as R20,08 per week verdien, R9 per week;
- (iii) in die geval van 'n werknemer wat 'n loon van R20,08 en meer per week verdien, R12,50 per week.

Thereafter:

(i) In the case of an employee earning a wage of less than R18,23 per week, R6 per week;

(ii) in the case of an employee earning a wage of R18,23 per week and more but less than R21,59 per week, R9 per week;

(iii) in the case of an employee earning a wage of R21,59 per week and more, R12,50 per week:

Provided that these benefits shall be paid for a period not exceeding eight weeks.

(b) For the purpose of payment of such benefits, "sickness" shall mean any illness, affliction or disease which is—

(i) not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs; or

(ii) is not an accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941:

Provided that—

(i) no benefits shall be paid in respect of any absence of two days or less but that if such absence continues for more than two consecutive days, benefits shall be paid for the full period of such absence upon production of a medical certificate;

(ii) every applicant for benefit shall have contributed to the Fund for a period of not less than eight weeks;

(iii) benefits shall not be accumulative and no contributor shall in any cycle of one calendar year, calculated from 1 January, be paid benefits for a longer period than that prescribed in this subclause;

(iv) if a contributor leaves his employment in the Industry for the purpose of taking employment outside the Industry, he shall forfeit all claims to the Fund. Should such contributor re-enter the Industry, he shall again contribute to the Fund for a period of eight weeks before any benefits can be claimed: Provided that the provisions of this paragraph shall not apply to any contributor who leaves the Industry to take up employment in the Clothing Industry as defined in any legally binding agreement arrived at by the Industrial Council for the Clothing Industry (Cape) and in the area in which such agreement is binding, but again takes employment in the Millinery Industry within a period not exceeding six months from the date he left the said Millinery Industry. In that event any contributions previously made by such contributor to the Fund shall, subject to the other conditions of this clause, be credited to such contributor;

(v) pregnancy and/or any sickness arising therefrom is not an "illness" for the purpose of benefits and only one visit to the doctor shall be allowed at the expense of the Fund.

(6) The cost of medical attention or pharmaceutical supplies authorised by medical officers and the costs of operating the Assisted Optical Scheme as is provided in subclause (7)bis shall be borne by the Fund.

Such costs shall be in respect of a period not exceeding three weeks in any cycle of one year calculated in the manner as set out in proviso (iii) to subclause (5) and shall be subject to such further conditions as may from time to time be decided by the Management Committee.

(7) *Gynaecological Clinic*.—Reasonable facilities shall be afforded to female employees to attend the Sick Fund Clinic and upon production of a certificate from the Sick Fund Sister that an appointment has been made, the employer shall pay for time lost by the employee in attending the Clinic up to a maximum of two hours in any week.

(7)bis *Optical Clinic*.—The Fund shall provide and equip an optical clinic through which employees may be tested by means of an Orthorator or similar machine. Where the result of such preliminary test shows that further attention is needed, the Fund shall arrange an appointment with a specialist and the employer and the employee notified of such appointment, and the employer shall pay for time lost by the employee in attending the Clinic for the purpose of keeping the appointment with the specialist up to a maximum of two hours in any week. Before any appointment is made with such specialist on behalf of any employee, such employee must lodge with the Sick Fund an amount not exceeding R5 as may from time to time be determined by the Management Committee

Daarna:

(i) In die geval van 'n werknemer wat 'n loon van minder as R18,23 per week verdien, R6 per week;

(ii) in die geval van 'n werknemer wat 'n loon van R18,23 en meer maar minder as R21,59 per week verdien, R9 per week;

(iii) in die geval van 'n werknemer wat 'n loon van R21,59 en meer per week verdien, R12,50 per week:

Met dien verstande dat hierdie bystand vir 'n tydperk van hoogstens agt weke betaal word.

(b) Vir die betaling van sodanige bystand, beteken "siekte" enige siekte, aandoening of kwaal wat—

(i) nie aan wangedrag of oormatige gebruik van bedwelgende drank of verdowingsmiddels toegeskryf kan word nie; of

(ii) nie 'n ongeluk, siekte of kwaal is ten opsigte waarvan vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is nie:

Met dien verstande dat—

(i) geen bystand ten opsigte van enige afwesigheid van twee dae of minder betaal word nie maar dat, indien sodanige afwesigheid langer as twee agtereenvolgende dae duur, bystand vir die volle tydperk van sodanige afwesigheid betaal moet word by die indiening van 'n doktersertifikaat;

(ii) elke applikant om bystand, vir 'n tydperk van minstens agt weke tot die Fonds moes bygedra het;

(iii) bystand nie ophoop nie en dat daar aan geen bydraer in enige siklus van een kalenderjaar, vanaf 1 Januarie bereken, bystand vir 'n langer tydperk as dié in hierdie subklousule voorgeskryf, betaal mag word nie;

(iv) indien 'n bydraer sy diens in die Nywerheid verlaat met die doel om ander werk buite die Nywerheid te aanvaar, hy alle aansprake op die Fonds verbeur. Indien sodanige bydraer weer tot die Nywerheid toetree, moet hy weer vir 'n tydperk van agt weke tot die Fonds bydra voor dat hy bystand kan eis: Met dien verstande dat hierdie paragraaf nie van toepassing is nie op 'n bydraer wat die Nywerheid verlaat om by die Klerasiennywerheid soos omskryf in 'n ooreenkoms wat wettiglik bindend is en wat die Nywerheidsraad vir die Klerasiennywerheid (Kaap) aangegaan het, indiens te tree in die gebied waarin sodanige ooreenkoms bindend is, maar wat binne 'n tydperk van hoogstens ses maande vanaf die datum waarop hy genoemde Hoedenywerheid verlaat het, weer by die Hoedenywerheid in diens tree. In so 'n geval moet sodanige bydraer, behoudens die ander voorwaardes van hierdie klousule, gekrediteer word met dié bydraes wat sodanige bydraer voorheen aan die Fonds betaal het;

(v) swangerskap en/of siekte wat daardeur veroorsaak word vir die doel van bystand nie "siekte" is nie en dat slegs een besoek aan die dokter op koste van die Fonds toegelaat word.

(6) Die koste van mediese behandeling of aptekersgoedere wat deur 'n mediese beampte gemagtig is en die koste verbode aan die verskaffing van diens deur die Ondersteunde Oogkliniek waarvoor daar in subklousule (7)bis voorsiening gemaak word, moet deur die Fonds betaal word.

Sodanige koste moet ten opsigte van 'n tydperk van hoogstens drie weke in enige siklus van een jaar wees, bereken op die wyse wat in voorbehoudsbepaling (iii) van subklousule (5) voorgeskryf word, en is onderworpe aan dié verdere voorwaardes waarop die Bestuurskomitee van tyd tot tyd mag besluit.

(7) *Ginekologiese Kliniek*.—Redelike geleentheid moet aan vroulike werknemers gegee word om die Kliniek van die Siektebystandsfonds te besoek, en wanneer 'n sertifikaat van die Suster van die Siektebystandsfonds getoon word waarin verklaar word dat 'n afspraak vir die werknemer gereël is, moet die werkgever betaal vir tyd, tot 'n maksimum van twee uur in 'n week, wat die werknemer verloor het weens haar besoek aan die Kliniek.

(7)bis *Oogkliniek*.—Die Fonds moet 'n oogkliniek verskaf en uitrus waar werknemers deur middel van 'n Orthorator- of soortgelyke masjien getoets kan word. Waar sodanige voorlopige ondersoek toon dat verdere aandag nodig is, moet die Fonds 'n afspraak met 'n spesialis reël en die werkgever en die werknemer van sodanige afspraak in kennis stel, en die werkgever moet die werknemer betaal vir tyd, tot 'n maksimum van twee uur in 'n bepaalde week, wat hy verloor het weens 'n besoek aan die Kliniek met die doel om die afspraak met die spesialis na te kom. Voordat 'n afspraak namens 'n werknemer met sodanige spesialis gereël word, moet sodanige werknemer 'n bedrag van hoogstens R5, naamlik 'n bedrag soos van tyd tot tyd deur die Bestuurskomitee bepaal mag word, by die

as being the employee's contribution towards the cost of spectacles. Such contribution shall be in respect of standard type frames as accepted by the Management Committee and where a more expensive frame is desired by the employee, any additional costs involved must likewise be paid by the employee.

(7)ter *Dental Surgeries*.—The Fund shall provide and equip one or more dental surgeries for the benefit of contributors.

A contributor shall make a payment not exceeding 30c per tooth extracted and pay not more than the following percentages of the charge submitted by a dental mechanician for dentures, partial dentures or repairs to dentures which have been prescribed by the Fund's dental surgeon:

(a) Contributors who have completed 10 years' membership of the Fund: 60 per cent of the dental mechanician's charge for dentures, partial dentures or repairs to dentures;

(b) contributors who have completed five years' but less than 10 years' membership of the Fund: 80 per cent of the dental mechanician's charge for dentures, partial dentures or repairs to dentures;

(c) contributors who have less than five years' membership of the Fund: 100 per cent of the dental mechanician's charge for dentures, partial dentures or repairs to dentures.

The Management Committee may determine the contributor's payment towards the cost of any other dental treatment: Provided that no contributor shall be required to pay towards the cost of the treatment of dental caries, or X-rays taken, as prescribed by the Fund's dental surgeon.

The Fund shall, in consultation with a contributor, arrange an appointment with the dental surgeon for treatment and the employer shall be notified of the appointment. The employer shall pay the contributor for time lost by the contributor in attending the dental surgery for the purpose of keeping such appointment, up to a maximum of two hours in any week.

(8) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original Fund was created: Provided that the Fund shall be liquidated unless an agreement providing for the continuation of the Fund or for the transfer of its moneys as aforesaid is entered into within 12 months of the date of expiration of this Agreement. The Fund shall, after the expiration of the said period of 12 months, be liquidated by the Management Committee in office at the time.

(9) In the event of the dissolution of the Council, or in the event of its ceasing to function during any period in which this Agreement is binding, in terms of section 34 (2) of the Act, the Management Committee shall continue to administer the Fund and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose: 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 Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. If there is no Council in existence, the Fund shall upon the expiration of this Agreement be liquidated by the Management Committee functioning in terms of this sub-clause or the trustee or trustees, as the case may be, in the manner set forth in subclause (10) and if upon the 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 34 (4) of the Act as if it formed part of the general funds of the Council.

(10) Upon liquidation of the Fund in terms of clause 25 (8) or (9) of this Agreement, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the funds of the Council.

Siektebystandsfonds deponeer as sy bydrae tot die koste van 'n bril. Sodanige bydrae is ten opsigte van rame van die standaardtipe soos deur die Bestuurskomitee goedgekeur, en wanneer die werknemer 'n duurder raam wil hê, moet die addisionele koste insgelyks deur hom betaal word.

(7)ter *Tandheelkundespreekkamers*.—Die Fonds moet een of meer tandheelkundespreekkamers vir die voordeel van bydraers verskaf en uitrus.

'n Bydraer moet 'n bedrag van hoogstens 30c betaal vir elke tand wat getrek word, en hoogstens die volgende persentasies van die koste gehef deur 'n tandwerktuigkundige vir 'n kunsgebit, 'n gedeeltelike kunsgebit of herstelwerk aan 'n kunsgebit wat deur dié Fonds se tandarts voorgeskryf is:

(a) Bydraers wat 10 jaar lidmaatskap van die Fonds voltooi het: 60 persent van die tandwerktuigkundige se koste vir 'n kunsgebit, gedeeltelike kunsgebit of herstelwerk aan 'n kunsgebit;

(b) bydraers wat vyf jaar maar minder as 10 jaar lidmaatskap van die Fonds voltooi het: 80 persent van die tandwerktuigkundige se koste vir 'n kunsgebit, gedeeltelike kunsgebit of herstelwerk aan 'n kunsgebit;

(c) bydraers wat minder as vyf jaar lidmaatskap van die Fonds voltooi het: 100 persent van die tandwerktuigkundige se koste vir 'n kunsgebit, gedeeltelike kunsgebit of herstelwerk aan 'n kunsgebit.

Die Bestuurskomitee kan die bydraer se betaling vir die koste van enige ander tandheelkundige behandeling bepaal: Met dien verstande dat daar van geen bydraer vereis mag word nie om te betaal vir die koste van die behandeling van tandverrotting of vir X-stralfoto's wat geneem is, soos deur die Fonds se tandarts voorgeskryf.

Die Fonds moet in oorleg met 'n bydraer 'n afspraak met die tandheelkundige reël vir behandeling en die werkgewer moet van die afspraak verwittig word. Die werkgewer moet die bydraer tot 'n maksimum van twee uur in 'n bepaalde week betaal vir tyd wat die bydraer verloor het deur die tandheelkundespreekkamers by te woon om sodanige afspraak te hou.

(8) Wanneer hierdie Ooreenkoms weens verloop van tyd of weens funksiestaking om enige rede verval, moet die Fonds nog deur die Bestuurskomitee geadminestreer word totdat die Raad dit of gelikwider of oorgeplaas het na enige ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fonds in die lewe geroep is: Met dien verstande dat die Fonds gelikwider moet word tensy 'n ooreenkoms wat vir die voortsetting van die Fonds of vir die oordrag van die geld daarvan, soos voornoem, voorsiening maak, binne 12 maande vanaf die datum van verstryking van hierdie Ooreenkoms aangegaan word. Na verstryking van genoemde tydperk van 12 maande moet die Fonds deur die Bestuurskomitee wat dan diens doen, gelikwider word.

(9) Ingeval die Raad ontbind word of ingeval hy gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, ophou om te funksioneer, moet die Bestuurskomitee aanhou om die Fonds te administreer en word die lede van die Komitee wat bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, vir sodanige doel geag lede daarvan te wees: Met dien verstande egter dat enige vakature wat daar 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 kan word ten einde te verseker dat die getal werkgewers- en werknemersvertegenwoordigers, en hul plaasvervangers, 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 Registrateur, ondoenlik of onwenslik maak, kan die Registrateur 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir dié doel al die bevoegdhede van die Komitee. As daar geen raad bestaan nie, moet die Fonds by verstryking van hierdie Ooreenkoms deur die Bestuurskomitee wat ingevolge hierdie subklousule funksioneer of die trustee of trustees, na gelang van die geval, gelikwider word soos in subklousule (10) bepaal, en indien die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal asof dit 'n deel van die algemene fondse van die Raad uitgemaak het.

(10) By die likwidasië van die Fonds ingevolge klousule 25 (8) of (9) van hierdie Ooreenkoms, moet die geld wat in die krediet van die Fonds oorbly nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiëkoste, betaal is, in die fondse van die Raad gestort word.

26. KEEPING OF RECORDS

Every employer shall at all times keep in his establishment all records relating to remuneration paid, time worked and such other particulars as may be prescribed.

Signed at Cape Town on behalf of the parties this 6th day of February 1979.

L. RICH, Chairman.

L. A. PETERSEN, Vice-Chairman.

A. A. DAVIS, Secretary.

26. BYHOU VAN REGISTERS

Elke werkgewer moet te alle tye in sy bedryfsinrigting registers byhou oor besoldiging betaal, tyd gewerk en sodanige ander besonderhede as wat voorgeskryf mag word.

Namens die partye op hede die 6de dag van Februarie 1979 te Kaapstad onderteken.

L. RICH, Voorsitter van die Raad.

L. A. PETERSEN, Ondervoorsitter van die Raad.

A. A. DAVIS, Sekretaris van die Raad.

ANNEXURE A

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE)

SERVICE CARD

Surname.....	First names.....	Reg. No.
Address.....	New address.....	
New address.....	New address.....	

RECORD OF EXPERIENCE AS AT.....

.....years.....months.....days.

Provident Fund Contributor as from.....	Inclusive wage.....p.w.
Group.....	If employed as a.....
Nominee Form No.....	

Certified in accordance with Council's records:

.....for Secretary

Signature of employee..... Date.....

SUBSEQUENT EXPERIENCE

Factory	Date of engagement	Inclusive wage	Date of leaving	Inclusive wage	Occupation	Length of employment			Signature of employer
						Years	Months	Days	

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

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE)

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

Fifth Floor
Broadway Industries Centre
cor. of Heerengracht and Hertzog Boulevard
Foreshore, Cape Town

APPLICATION FOR EMPLOYEE'S SERVICE CARD

Name of firm.....

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

Name of applicant.....

Formerly known as.....

Residential address.....

I, Mr/Mrs/Miss.....

state that I am.....years of age and have had the following experience in the Millinery Industry:

Name of factory	Occupation	Period		Total
		From	To	

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

Witness.....	Date.....	Signature of prospective employee.....
--------------	-----------	--

(FOR USE OF COUNCIL OFFICE ONLY)

Total assessment of experience.....years.....months.....days.

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

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE)

MONTHLY RETURN OF ENGAGEMENTS AND TERMINATIONS OF SERVICE

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

Employer.....

The Secretary
Millinery Industry Sick Benefit Fund
348 Victoria Road
Salt River

Address.....

Month ended.....

PART I.—ENGAGEMENTS

Surname (maiden name to be given in brackets)	First names (in full)	Address	* Race	† Sex	‡ Adult or juvenile	Date en- gaged	Trade or occu- pation	Remuneration		Service card No.‡	Name of previous employer (if any)	Sick Benefit Fund No. (if any)	Remarks
								Wage	Cost of living				

PART II.—TERMINATION OF SERVICE

						Date termi- nated							

* W.—White.
† M.—Male.

‡ A.—Adult.
* C.—Coloured.

F.—Female.
J.—Juvenile.

* A.—Asian.
* B.—Black.

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

.....
Signature of employer or authorised agent

If the employee is not able to produce a service Card issued by the Council an application form for issue thereof should be attached.

ANNEXURE D

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE)

Name of factory.....

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

MONTHLY RETURN OF TRANSFERS IN OCCUPATION

The following are particulars of employees who have been transferred in occupation during the month of.....19.....

Reg. No.	Surname (in block letters)	First names (first in full)	Sex	Maiden names	Old occupation	Wage	Date of transfer	New occu- pation	Wage	Remarks

Date.....19.....

.....
Signature of employer

ANNEXURE E

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE)

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

19.....

Dear Sir,

Enclosed please find the sum of R.....representing contributions in terms of clause 19 of the Millinery Agreement.

Name of firm.....

Address.....

RETURN OF EMPLOYEES

No.	Date
.....	for week ending.....
.....	for week ending.....
.....	for week ending.....
.....	for week ending.....
.....	for week ending.....
Total No.	Employees at 4c per week for.....weeks R
	Add employer's contribution of 4c per week R
	per employee..... R

To be forwarded to the Secretary of the Council not later than the seventh of each month.

ANNEXURE F

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (CAPE)
RADIOGRAPHIC EXAMINATION OF ALL NEW ENTRANTS INTO THE INDUSTRY

To:

.....
.....
.....

Arrangements have been made for you to be medically examined by the Mass Radiography Service on.....

You must report to the Mass Radiography Service near the Toll Gate, Chapel Street, Cape Town, at 08h30 sharp on the above date, taking this letter with you. If you are late, you will miss the appointment and it will be necessary to make a fresh one.

This letter will be stamped in the office of the Mass Radiography Service and you must collect it after examination and return it to this firm as soon as possible.

Signature.....

Name of firm.....

Date.....

STAMP OF MASS RADIOGRAPHY SERVICE.

NOTES

- (a) The upper portion of this form is to be completed by the employer and handed to the prospective employee.
(b) The employer should also insert on the lower portion of this form the name of the firm and name of the prospective employee.
(c) On receipt of the completed medical certificate below, it is to be forwarded by the employer to the industrial Council together with the employee's application form for a service card.

(To be detached by Mass Radiography Service.)
MASS RADIOGRAPHY SERVICE
CAPE TOWN

CONFIDENTIAL

Serial No.....

Messrs.....

Name of employee.....

The result of the large film is satisfactory as regards tuberculosis of the lungs and we shall not require the above-named employee for further examination.

Medical Officer.....

AANHANGSEL A

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP)

DIENSKAART

Familienaam..... Registrasienommer.....
Adres..... Voornam.....
Nuwe adres..... Nuwe adres.....
Nuwe adres..... Nuwe adres.....

REKORD VAN ONDERVINDING OP.....

.....jaar.....maande.....dae.....

Omvattende loon.....p.w.....

Indien in diens as 'n.....

Voorsorgfonds-
bydraer vanaf.....

Groep.....

Nominasievormno.....

Gesertifiseer ooreenkomstig die Raad se rekords:

namens Sekretaris

Handtekening van werknemer.....

Datum.....

Datum.....

LATERE ONDERVINDING

Fabriek	Datum van indiensneming	Omvattende loon	Datum van vertrek	Omvattende loon	Soort werk	Duur van diens			Paraaf van werkgewer
						Jaar	Maande	Dae	

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

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP)

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

Vyfde Verdieping
Broadway Industries-sentrum
hoek van Heerengracht en Hertzogboulevard
Strandgebied, Kaapstad

AANSOEK OM WERKNEMER SE DIENSKAART

Naam van firma.....

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

Naam van applikant.....

Voorheen bekend as.....

Woonadres.....

Ek, mnr./mev./mej..... verklaar hierby dat ek.....jaar
oud is en dat ek die volgende ondervinding in die Hoedenywerheid gehad het:

Naam van fabriek	Beroep	Tyd		Totaal
		Van	Tot	

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

Getuie..... Datum..... Handtekening van voornemende werknemer.....

(SLEGS VIR GEBRUIK DEUR RAAD)

Totale bepaling van ondervinding.....jaar.....maande.....dae.

Nagegaan deur..... No. van dienskaart uitgereik..... Datum.....

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP)

MAANDELIKSE OPGAWE VAN INDIENSNEMING EN DIENSBEEÏNDIGING

Die Sekretaris
Nywerheidsraad vir die Hoedenywerheid (Kaap)
Posbus 1536
Kaapstad, of
Die Sekretaris
Siektebystandsfonds vir die Hoedenywerheid
Victoriaaweg 348
Soutrivier

Werkgewer.....

Adres.....

Maand geëindig.....

DEEL I.—INDIENSNEMING

Familie-naam (Nooiensvan moet tussen hakies aangedui word)	Voorname (voluit)	Adres	* Ras	† Geslag	‡ Volwassene of jeugdige	Datum van indiensneming	Ambag of beroep	Besoldiging		Dienskaart No.‡	Naam van vorige werkgewer (as daar een was)	Siektebystands-fondsno. (as daar een is)	Opmerkings
								Loon	Lewens-koste-toelae				

DEEL II.—DIENSBEEINDIGING

						Datum van diensbeëindiging							

* B.—Blanke.
† M.—Manlik.

‡ V.—Volwassene.
* K.—Kleurling.

V.—Vroulik.
J.—Jeugdige.

* A.—Asiër.
* S.—Swarte.

Hierby sertifiseer ek dat bogenoemde persone vanaf die datums gespesifiseer, in diens geneem en/of ontslaan is.

Handtekening van werkgewer of gemagtigde agent

As die werknemer nie 'n dienskaart kan voorlê wat deur die Raad uitgereik word nie, moet 'n aansoekvorm vir uitreiking aangeheg word.

AANHANGSEL D

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP)

Naam van fabriek.....

Die Sekretaris

Nywerheidsraad vir die Hoedenywerheid (Kaap)

Posbus 1536

Kaapstad

MAANDELIKSE OPGAWES VAN OORPLASINGS IN BEROEP

Onderstaande is besonderhede oor werknemers wat gedurende die maand.....19..... van een beroep na 'n ander oorgeplaas is.

Regi-strasie-no.	Familienaam (in blokletters)	Voorname (eerste voluit)	Geslag	Nooiensvan	Vorige beroep	Loon	Datum van oorplasing	Huidige beroep	Loon	Opmerkings

Datum.....19.....

Handtekening van werkgewer

AANHANGSEL E

NYWERHEIDSRAAD VIR DIE HOEDENYWERHEID (KAAP)

Die Sekretaris

Nywerheidsraad vir die Hoedenywerheid (Kaap)

Posbus 1536

Kaapstad

Meneer,

Hierby gaan die bedrag van R....., naamlik bydraes ooreenkomstig klousule 19 van die Ooreenkoms vir die Hoedenywerheid.

Naam van firma.....

Adres.....

OPGAWE VAN WERKNEMERS

Getal	Datum
.....	vir week eindigende.....
.....	vir week eindigende.....
.....	vir week eindigende.....
.....	vir week eindigende.....
.....	vir week eindigende.....
.....	vir week eindigende.....
Totale getal	Werknemers teen 4c per week vir.....weke R
	Voeg by werkgewer se bydrae van 4c per week per werknemer..... R
	R

Moet voor of op die sewende van elke maand aan die Sekretaris van die Raad gestuur word.

AANHANGSEL F

NYWERHEIDSRaad VIR DIE HOEDENYWERHEID (KAAP)

RADIOGRAFIESE ONDERSOEK VAN ALLE NUWE TOETREDERS TOT DIE NYWERHEID

Aan:

Daar is reëlins getref dat u op.....deur die Massa-radiografiediens ondersoek word.

U moet u stiptelik om 08h30 op bogenoemde datum by die Massa-radiografiediens naby die Tolhek, Chapelstraat, Kaapstad, aanmeld en u moet hierdie brief saamneem. Indien u laat is, mis u die afspraak en sal dit nodig wees dat u 'n nuwe afspraak maak.

Hierdie brief sal in die kantoor van die Massa-radiografiediens gestempel word. Na afloop van die ondersoek moet u die brief weer afhaal en dit so gou moontlik aan hierdie firma terugbesorg.

Handtekening.....

Naam van firma.....

Datum.....

STEMPEL VAN MASSA-RADIOGRAFIEDIENS.

AANTEKENINGE

(a) Die boonste gedeelte van hierdie vorm moet deur die werkgewer ingevul en aan die voornemende werknemer oorhandig word.

(b) Die werkgewer moet ook op die onderste gedeelte van hierdie vorm die naam van die firma en die naam van die voornemende werknemer invul.

(c) By ontvangs van die ingevulde mediese sertifikaat hieronder, moet die werkgewer dit na die Nywerheidsraad stuur saam met die werknemer se aansoekvorm om 'n dienskaart.

(Moet deur die Massa-radiografiediens afgeskeur word.)

MASSA-RADIOGRAFIEDIENS

KAAPSTAD

VERTROULIK

Volgnommer.....

Mnr.....

Naam van werknemer.....

Die uitslag van die groot film is bevredigend wat betref tuberkulose van die longe en dit is nie nodig dat bogenoemde werknemer hom/haar weer vir verdere ondersoek aanmeld nie.

Mediese beampte

No. R. 1163

8 June 1979

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941

MILLINERY INDUSTRY (CAPE)

I, Stephanus Petrus Botha, Minister of Labour—

(a) hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Millinery Industry (Cape), published under Government Notice R. 1162 of 8 June 1979, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and

(b) hereby, in terms of section 54 (1) of the said Act and with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sick pay in terms of the said Agreement.

S. P. BOTHA, Minister of Labour.

No. R. 1163

8 Junie 1979

WET OP FABRIEKE, MASJINERIE EN BOU-
WERK, 1941

HOEDENYWERHEID (KAAP)

Ek, Stephanus Petrus Botha, Minister van Arbeid—

(a) verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Hoedenywerheid (Kaap), gepubliseer by Goewermentskennisgewing R. 1162 van 8 Junie 1979 oor die algemeen vir werknemers wie se werke en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(b) stel hierby, kragtens artikel 54 (1) van genoemde Wet en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA, Minister van Arbeid.

AGROANIMALIA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Animal Production and Technology, Livestock Management and Ecology, Physiology, Genetics and Breeding, Dairy Science and Nutrition. Four parts of the journal are published annually.

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

The journal is obtainable from the above-mentioned address at R1,50 per copy or R6 per annum, post free (Other countries R1,75 per copy or R7 per annum).

Sales tax must accompany all inland orders.

AGROANIMALIA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Dierproduksie en -tegnologie, Diereversorging en -ekologie, Fisiologie, Genetika en Teelt, Suiwelkunde en Voeding. Vier dele van die tydskrif word per jaar gepubliseer.

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

Die tydskrif is verkrygbaar van bogenoemde adres teen R1,50 per eksemplaar of R6 per jaar, posvry (Buitelands R1,75 per eksemplaar of R7 per jaar).

Verkoopbelasting moet by alle binnelandse bestellings ingesluit word.

THE FLOWERING PLANTS OF AFRICA

This publication is issued as an illustrated serial, much on the same lines as Curtis's Botanical Magazine, and for imitating which no apology need be tendered.

The desire and object of the promoters of the publication will be achieved if it stimulates further interest in the study and cultivation of our indigenous plants.

The illustrations are prepared mainly by the artists at the Botanical Research Institute, but the Editor welcomes contributions of suitable artistic and scientific merit from kindred institutions.

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