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30 OKTOBER

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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1760.] [30 October 1964.

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

LAUNDRY, DRY CLEANING AND DYEING TRADE (TRANSVAAL).

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby—

(a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Dry Cleaning and Dyeing Trade shall be binding from the 2nd November, 1964, and for the period ending the 31st March, 1967, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of those organisations or those unions;

(b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 6 (8), 33 and 34, shall be binding from the 2nd November, 1964 and for the period ending the 31st March, 1967, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Trade in the Municipal Area of Johannesburg; and

(c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Municipal Area of Johannesburg, and from the 2nd November, 1964, and for the period ending the 31st March, 1967, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 6 (8), 30, 33 and 34, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1760.] [30 Oktober 1964.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

WASSERY-, DROOGSKOONMAAK- EN KLEUR- BEDRYF (TRANSVAAL).

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

(a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Wassery-, Droogskoonmaak- en Kleurbedryf betrekking het, vanaf 2 November 1964 en vir die tydperk wat op 31 Maart 1967 eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewer en werknemers wat lede van daardie organisasies of verenigings is;

(b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 6 (8), 33 en 34, vanaf 2 November 1964 en vir die tydperk wat op 31 Maart 1967 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die munisipale gebied van Johannesburg; en

(c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 6 (8), 30, 33 en 34, vanaf 2 November 1964 en vir die tydperk wat op 31 Maart 1967 eindig, in die munisipale gebied van Johannesburg *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LAUNDRY, DRY
CLEANING AND DYEING TRADE (TRANSVAAL).

MAIN AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the Transvaal Launderers', Cleaners' and Dyers' Association and

Johannesburg Dry Cleaners' and Dyers' Association (hereinafter called the "employers" or "employers' organisations") of the one part and the

National Union of Laundering, Cleaning and Dyeing Workers and

Laundry, Cleaning and Dyeing Workers' Union of South Africa (hereinafter called "the employees" or "the trade unions") of the other part,

being the parties to the Industrial Council for the Laundry, Dry Cleaning and Dyeing Trade (Transvaal).

1. SCOPE OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the municipal area of Johannesburg by all employers who are members of the Employers' Organisations and engaged in the Laundry, Dry Cleaning and Dyeing Trade, and by all employees who are members of the Trade Unions and are employed in the said Trade.

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

(c) Notwithstanding the provisions of sub-clauses (a) and (b), the terms of clauses 7, 8, 9, 11 and 26 (1) (d) of this Agreement shall not apply to or in respect of any employee who is in receipt of a regular wage above R37.50 per week or R162.50 per month.

2. PERIOD OF OPERATION OF AGREEMENT.

The Agreement shall come into operation on such date as may be specified by the Minister of Labour and shall remain in force up to and including the 31st day of March, 1967, or for such period as may be determined by the Minister.

3. DEFINITIONS.

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 to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

(A) General Definitions Applicable to all Sections.

"Act" means the Industrial Conciliation Act, 1956;

"Agreement" means the Agreement published and made binding upon employers and employees in the Laundry, Dry Cleaning and Dyeing Trade, in accordance with the provisions of the Industrial Conciliation Act, 1956;

"basic wage" means that portion of remuneration, exclusive of cost of living allowance and incentive bonus paid in terms of clause 19 of this Agreement, payable in money to an employee in respect of his ordinary hours of work;

"boiler attendant" means an employee engaged in firing a boiler and/or maintaining the water level and steam pressure;

"caller out" means an employee engaged in opening up parcels or bundles of articles and counting out or calling over such articles or counting such articles preparatory to checking, and who may count articles in bulk and record the total thereof;

"cannasser" means an employee who supervises at least one driver, grade I, and who, operating from a motor driven vehicle, is engaged in canvassing, inviting or soliciting new or repeat orders for goods to be laundered, dry cleaned or dyed; and who may collect goods for laundering, dry cleaning or dyeing and may deliver goods to customers and accept payment in respect thereof;

"cannasser, grade II,"—see "collector";

"cannasser's assistant" means an employee who accompanies his employer or a cannasser or a driver, grade I, to load and unload goods and who may, when accompanying such cannasser, employer or driver, grade I, collect and deliver orders on the instructions of such cannasser, employer or driver, grade I, but who may not drive a vehicle nor make out invoices or receipt vouchers for goods;

"casual employee" means an employee who is employed by the same employer for not more than two days in any one week;

"chargehand" means an employee who, under the supervision of a foreman, forewoman, cleaner or dyer, is in charge of a group or section of employees whose minimum wages as prescribed in clause 4 do not exceed R8.20 per week;

BYLAE.

NYWERHEIDSRAAD VIR DIE WASSERY-, DROOG-
SKOONMAAK- EN KLEURBEDRYF (TVL).

HOOFOOREENKOMS

ooreenkomstig die bepalings van die Wet op Nywerheids-
versoening, 1956, gesluit en aangegaan deur en tussen die

Transvaal Launderers', Cleaners' and Dyers' Association en

Johannesburg Dry Cleaners' and Dyers' Association

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

National Union of Laundering, Cleaning and Dyeing Workers en

Laundry, Cleaning and Dyeing Workers' Union of South Africa (hieronder die „werknemers” of die „vakverenigings” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal).

1. BESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied van Johannesburg nagekom word deur alle werkgewers wat lede van die Werkgewersorganisasies is en die Wassery-, Droogskoonmaak- en Kleurbedryf uitoefen, en deur alle werknemers wat lede van die Vakvereniging is en in genoemde Bedryf in diens is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(c) Ondanks die bepalings van subklousules (a) en (b) is die bepalings van klousules 7, 8, 9, 11 en 26 (1) (d) van hierdie Ooreenkoms nie van toepassing nie op of ten opsigte van enige werknemer wat 'n gereelde loon van meer as R37.50 per week of R162.50 per maand ontvang.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid vasstel en bly van krag tot en met 31 Maart 1967, of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWINGS.

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

Waar daar van 'n Wet melding gemaak word, word daarmee ook alle wysigings van sodanige Wet bedoel, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

(A) Algemeen (woordomsrywings op alle afdelings van toepassing).

„Wet” die Wet op Nywerheidsversoening, 1956;

„Ooreenkoms” die Ooreenkoms wat gepubliseer en bindend gemaak word vir werkgewers en werknemers in die Wassery-, Droogskoonmaak- en Kleurbedryf ooreenkomstig die bepalings van die Wet op Nywerheidsversoening, 1956;

„basiese loon” daardie gedeelte van die besoldiging, uitgesonderd lewenskostoelae en aansporingsbonus wat ingevolge klousule 19 van hierdie Ooreenkoms betaal word, wat in kontant aan 'n werknemer betaalbaar is ten opsigte van sy gewone werktuig;

„ketelbediener” 'n werknemer wat 'n ketel stook en/of die waterstand en stoomdruk op peil hou;

„uitroeper” 'n werknemer wat pakkette of bondels artikels oopmaak en wat sulke artikels uittel of uitroep of sulke artikels tel voordat dit nagesien word en wat artikels in massa kan tel en die totaal daarvan aanteken;

„bestellingwerwer” 'n werknemer wat oor minstens een motorvoertuigbestuurder, graad I, toesig hou en wat van 'n motorvoertuig gebruik maak om nuwe of nabestellings te werf, te vra vir goedere wat gewas, droogskoongemaak of gekleur moet word en wat goedere wat gewas, droogskoongemaak of gekleur moet word, kan gaan haal en goedere aan klante kan aflewer en betaling ten opsigte daarvan kan ontvang;

„bestellingwerwer, graad II”—kyk „afhaler”;

„bestellingwerwer se assistent” 'n werknemer wat sy werk-gewer of 'n bestellingwerwer of 'n motorvoertuigbestuurder, graad I, vergesel om goedere te laai of af te laai en wat, wanneer hy sodanige bestellingwerwer, werk-gewer of motorvoertuigbestuurder, graad I, vergesel, bestellings kan insamel of aflewer op bevel van sodanige bestellingwerwer, werk-gewer of motorvoertuigbestuurder, graad I, maar wat nie 'n motorvoertuig mag bestuur of fakture of ontvangsbewyse vir goedere uitmaak nie;

„los werknemer” 'n werknemer wat hoogstens twee dae in 'n week by dieselfde werk-gewer in diens is;

„onderbaas” 'n werknemer wat, onder toesig van 'n voorman, voorvrou, skoonmaker of kleurder, in beheer staan van 'n groep of afdeling werknemers wie se minimum lone soos voorgeskryf in klousule 4 hoogstens R8.20 per week is;

"clerical employee" means an employee other than an invoice clerk or recorder, timekeeper or storeman, engaged in general office work involving writing, typing or other forms of clerical work, and includes a cashier, typist or wage clerk;

"clerical employee, male, qualified," means a male clerical employee who has had not less than three years' experience;

"clerical employee, male, unqualified," means a male clerical employee who has had less than three years' experience;

"clerical employee, female, qualified," means a female clerical employee who has had not less than two years' experience;

"clerical employee, female, unqualified," means a female clerical employee who has had less than two years' experience;

"collector" means an employee who, operating on foot or by pedal cycle, is engaged in collecting, inviting or soliciting new or repeat orders for goods to be laundered, dry cleaned or dyed, and who may deliver goods to customers and accept payment in respect thereof, price and issue invoices, and also perform a labourer's duties in or in connection with the depot or factory from which he normally operates;

"Council" or "Industrial Council" means the Industrial Council for the Laundry, Dry Cleaning and Dyeing Trade (Transvaal) registered in terms of the Industrial Conciliation Act, 1956;

"daily wage" means the weekly wage of the employee concerned divided by—

- (a) five in the case of an employee normally engaged in a five-day week;
- (b) five and one-half in the case of an employee normally engaged in a six-day week;
- (c) seven in the case of a watchman;

"depot" means any premises, excluding a vehicle, used for the purpose of accepting or receiving articles from customers to be laundered, dry cleaned or dyed, or in or from which laundered, cleaned or dyed articles are fetched or collected by or returned to customers;

"depot attendant" means an employee who inside a depot is engaged in one or more of the following operations:—

- (a) inviting, soliciting, or receiving from customers articles to be laundered, cleaned or dyed, and/or re-issuing to customers such articles after processing;
- (b) the acceptance of money from customers;
- (c) the banking of moneys;
- (d) the keeping of records of the depot;
- (e) the supervision of collectors;

"depot attendant, qualified," means a depot attendant who has had not less than twelve months' experience;

"depot attendant, unqualified," means a depot attendant who has had less than twelve months' experience;

"driver, grade I," means an employee who is engaged in driving a motor vehicle for the purpose of, or who operating from a motor vehicle is engaged in, collecting inviting or soliciting new or repeat orders for goods to be laundered, dry cleaned or dyed, and who may deliver goods to customers and accept payment in respect thereof;

"driver, grade II," means an employee other than a canvasser engaged in driving a motor vehicle for one or more of the following purposes:—

- (a) Acting as a chauffeur;
- (b) transporting goods between a factory and its depots, collection points or agents;
- (c) transporting stores, spares or personnel;
- (d) collecting and/or delivering of carpets and/or furnishings and/or furniture in response to orders previously placed with the factory or depot, canvasser, collector, driver, grade I, agent or independent contractor;
- (e) delivering only of orders and accepting payment therefor;
- (f) collecting from and/or delivering to contract customers goods to be laundered, dry cleaned or dyed.

For the purpose of this clause "contract customer" shall mean customers, other than retail customers, who on a contract or by arrangement provide wholesale orders to be laundered, dry cleaned or dyed; and "driving a motor vehicle" includes all periods of driving and any time spent by the driver in connection with the vehicle or load and all periods during which he is obliged to remain at his post in readiness to drive;

"driver's assistant" means an employee who accompanies a driver, grade II, or his employer to load and unload goods, but who may not drive a vehicle nor make out invoices or receipt vouchers for goods;

"emergency work" means any work which, owing to the breakdown of machinery or plant, or to the breakdown or threatened breakdown of buildings or to other unforeseen circumstances such as fire, storm, accident, epidemic, violence of sudden illness, must be carried out urgently, and includes work to be done in connection with the loading and unloading of railway trucks or vehicles of the S.A. Railways and Harbours;

"employees not specified"—see clause 31;

"establishment" means any premises in or in connection with which one or more employees are engaged in any activity involved in the laundering, cleaning or dyeing occupations, and includes a depot and/or a vehicle;

"klerklike werknemer" 'n werknemer, uitgesonderd 'n faktuurklerk of aantekenaar, tydopnemer of magasynman wat algemene kantoorwerk verrig waarby skryfwerk, tikwerk of ander vorms van klerklike werk betrokke is en omvat dit 'n kassier, tikster of loonklerk;

"klerklike werknemer, man, gekwalifiseer," 'n manlike klerklike werknemer met minstens drie jaar ondervinding;

"klerklike werknemer, man, ongekwalifiseer," 'n manlike klerklike werknemer met minder as drie jaar ondervinding;

"klerklike werknemer, vrou, gekwalifiseer," 'n vroulike klerklike werknemer met minstens twee jaar ondervinding;

"klerklike werknemer, vrou, ongekwalifiseer," 'n vroulike klerklike werknemer met minder as twee jaar ondervinding;

"afhaler" 'n werknemer wat te voet of per trapfiets nuwe of nabestellings ontvang, vra of aanvra vir goedere wat gewas, droogskoongemaak of gekleur moet word, en wat goedere aan klante kan aflewer en betaling ten opsigte daarvan kan ontvang, pryse op fakture kan invul en fakture kan uitreik en ook die werksaamhede van 'n arbeider kan verrig in of in verband met die depot of fabriek waaruit hy gewoonlik werk;

"Raad" of "Nywerheidsraad" die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal), geregistreer ingevolge die Wet op Nywerheidsversoenig, 1956;

"dagloon" die weekloon van die betrokke werknemer gedeel deur—

- (a) vyf in die geval van 'n werknemer wat gewoonlik vyf dae in 'n week werk;
- (b) vyf en 'n half in die geval van 'n werknemer wat gewoonlik ses dae in 'n week werk;
- (c) sewe in die geval van 'n wag,

"depot" 'n perseel, uitgesonderd 'n voertuig, wat gebruik word vir die aanneming of ontvangs van artikels van klante vir was, droogskoonmaak of kleur, of waarin of waaruit gewaste, skoongemaakte of gekleurde artikels deur klante afgehaal word of aan klante terugbesorg word;

"depotassistent" 'n werknemer wat binne 'n depot een of meer van die volgende werksaamhede verrig:—

- (a) Artikels wat gewas, skoongemaak of gekleur moet word van klante vra, aanvra of ontvang, en/of sulke artikels ná prosesbehandeling weer aan klante uitreik;
- (b) geld van klante ontvang;
- (c) geld bank;
- (d) die depot se registers byhou;
- (e) oor afhalers toesig hou;

"depotassistent, gekwalifiseer," 'n depotassistent met minstens twaalf maande ondervinding;

"depotassistent, ongekwalifiseer," 'n depotassistent met minder as twaalf maande ondervinding;

"motorvoertuigbestuurder, graad I," 'n werknemer wat 'n motorvoertuig bestuur of wat 'n motorvoertuig gebruik vir die afhaal, vra of aanvra van nuwe of nabestellings vir goedere wat gewas, droogskoongemaak of gekleur moet word, en wat goedere aan klante kan aflewer en betaling daarvoor kan ontvang;

"motorvoertuigbestuurder, graad II," 'n ander werknemer as 'n bestellingwerwer wat 'n motorvoertuig vir een of meer van die volgende doeleindes bestuur:—

- (a) As chauffeur optree;
- (b) goedere tussen 'n fabriek en die depots, afhaalplekke of agente daarvan vervoer;
- (c) voorrade, onderdele of personeel vervoer;
- (d) tapyte en/of meubeltoebehore en/of meubels afhaal en/of aflewer volgens bestellings wat vantevore by die fabriek of depot, bestellingwerwer, afhaler, motorvoertuigbestuurder, graad I, agent of onafhanklike kontraktant geplaas is;
- (e) slegs bestellings aflewer en betaling daarvoor aanneem;
- (f) goedere wat gewas, droogskoongemaak of gekleur moet word by kontraktante gaan afhaal en/of aflewer.

Vir die toepassing van hierdie klousule beteken "kontrakklante" klante, uitgesonderd kleinhandelklante, wat op kontrak of volgens ooreenkomste groothandelbestellings verskaf om gewas, droogskoongemaak of gekleur te word; en, omvat 'n "motorvoertuig bestuur" alle bestuurtydperke en enige tyd wat die bestuurder in verband met die voertuig of vrag bestee en alle tydperke waarin hy verplig is om op sy pos gereed te bly om te bestuur;

"motorvoertuigbestuurder se assistent" 'n werknemer wat 'n motorvoertuigbestuurder, graad II, of sy werkgewer vergesel om goedere te laai of af te laai, maar wat nie 'n voertuig mag bestuur of fakture of ontvangsbewyse vir goedere uitmaak nie;

"werknemers nie gespesifiseer nie"—kyk klousule 31;

"bedryfsinrigting" enige perseel waarin of in verband waarmee een of meer werknemers in diens is in enige werksaamheid betrokke by die beroepe van Was-, Droogskoonmaak- of Kleur en omvat dit 'n depot en/of 'n voertuig;

"examiner" means an employee engaged in examining for faults or blemishes articles after the completion of the processes of laundering or cleaning and the finishing processes involved;

"experience" means the total period or periods of employment which an employee has had in the particular occupation in which he is engaged;

"foreman" means a male employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

"forewoman" means a female employee who is in charge of the employees in an establishment and who is responsible for the efficient performance by them of their duties;

"general employee" means an employee who is engaged in one or more of the following operations:—

- (a) stirring a dye solution during the process of dyeing;
- (b) wrapping and tying of parcels;
- (c) cleaning or polishing premises, vehicles, machinery or implements;
- (d) assisting a maintenance man, but who shall not use the tools himself in rendering such assistance unless on unskilled work under the direct personal supervision of such maintenance man;
- (e) brushing articles prior to processing;
- (f) carrying articles from one department of an establishment to another;
- (g) sorting articles, but not according to customers' or bulk identification marks nor according to customers' lists or dockets or the firm's invoices;
- (h) loading and unloading articles on to or from vehicles or other conveyances;
- (i) shaking out articles in preparation for the next process;
- (j) making tea or similar beverages;
- (k) in relation to vehicles, filling petrol tanks, draining and filling oil sumps; removing, filling and replacing batteries; oiling and greasing motor or other vehicles; pumping air; removing, replacing or changing wheels, rims, tyres and tubes, repairing punctures; raising or lowering vehicles by means of a jack or hoist; checking for leaks and tightening suds, bolts and nuts; and/or fitting or replacing fan-belts and/or grease nipples;
- (l) removing paint from and cleaning vans in preparation for painting, rubbing down, filling primer and putty or painting parts of vehicles by brush;
- (m) demolishing buildings or other structures;
- (n) loosening, taking out, breaking or spreading stone, soil, clay or sand, digging trenches, foundations or other excavation work or sieving by hand;
- (o) mixing mortar, concrete, stone or bitumen, or transporting it by barrow or shovel;
- (p) removing refuse or ashes;
- (q) chipping scale from and cleaning boilers;
- (r) operating a hand hoist;
- (s) moving machinery or equipment;
- (t) cleaning and/or tending and/or harnessing and/or unharnessing animals;
- (u) folding statements and inserting them in envelopes, sealing envelopes, rubber stamping, mailing correspondence and parcels, or collecting mail;
- (v) under supervision, attaching labels to articles for subsequent identification;
- (w) stacking and unstacking, weighing to set scale or counting consumable supplies or spares;
- (x) remaining at a post inside premises to check the entry and exit of persons;

"handyman" means an employee who, under the supervision of a maintenance man, is engaged in making minor repairs and adjustments to machinery, plant, buildings or other equipment, and who may oil and grease machinery, including overhead shafting, replace belts and apply belt dressing;

"hourly wage" means the weekly wage for the employee divided by—

- (a) forty-six in the case of a canvasser, collector, driver of a motor-driven vehicle (other than a part-time driver), a canvasser's assistant or driver's assistant;
- (b) eighty-four in the case of watchmen;
- (c) twenty-four in the case of a part-time depot attendant;
- (d) forty-four in the case of all employees other than those specified in (a), (b) and (c) hereof, and other than casual employees;
- (e) in the case of casual employees "hourly wage" shall mean the daily wage divided eight;

"ondersoeker" 'n werknemer wat artikels ná die voltooiing van die was- of skoonmaak- en die afrondprosesse daarby betrokke, vir foute of vlekke ondersoek;

"ondervinding" die totale tydperk of tydperke diens wat 'n werknemer gehad het in die besondere beroep waarin hy werksaam is;

"voorman" 'n manlike werknemer wat in beheer staan van die werknemers in 'n bedryfsinrigting, kontrole oor sodanige werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig;

"voorvrou" 'n vroulike werknemer wat in beheer staan van die werknemers in 'n bedryfsinrigting en wat daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig;

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

- (a) 'n Kleuroplossing gedurende die kleurproses roer;
- (b) pakkette toedraai en vasbind;
- (c) persele, voertuie, masjinerie of implemente skoonmaak of poleer;
- (d) 'n onderhoudman help maar wat nie self die gereedskap by sodanige hulpverlening mag gebruik nie, tensy hy dit gebruik vir ongeskoolde werk onder die regstreekse persoonlike toesig van sodanige onderhoudman;
- (e) goedere afborsel voordat hulle 'n prosesbehandeling ondergaan;
- (f) goedere van een afdeling na 'n ander afdeling van 'n bedryfsinrigting dra;
- (g) artikels sorteer, maar nie volgens klante- of massa-uitkenningsmerke nie en ook nie volgens klantelyste of etikette of die firma se fakture nie;
- (h) artikels op voertuie of ander vervoermiddels laai of daarvan aflaai;
- (i) artikels uitskud ter voorbereiding vir die volgende proses;
- (j) tee of soortgelyke drankie maak;
- (k) met betrekking tot voertuie, petroltenks vul; oliebakke aftap en vul; batterye uithaal, vul en terugplaas; motor- of ander voertuie olie en smeer; lug inspomp; wiele, vellings, buite- of binnebande verwyder, terugplaas of omruil; lekke regmaak; voertuie met 'n domkrag of hystoestel ophig of neerlaat; lekke nagaan en tapboue, boue en moere aandraai; en/of waerbande en/of ghriesnippel aanbring of vervang;
- (l) verf van bestelwaens verwyder en hulle skoonmaak ter voorbereiding vir verf, afvryf, grondlaag of stop-verf aansit of dele van voertuie met 'n kwas verf;
- (m) geboue of ander bouwerke sloop;
- (n) klip, grond, klei of sand losmaak, uithaal, breek of strooi; slote, fondamente of ander uitgrawings grawe, of met die hand sif;
- (o) dagha, beton, klip of bitumen meng of dit met 'n kruiwa of skopgraaf vervoer;
- (p) vuilgoed of as verwyder;
- (q) ketelsteen van ketels afkap en hulle skoonmaak;
- (r) 'n handhystoestel bedien;
- (s) masjinerie of uitrusting verskuif;
- (t) diere skoonmaak en/of versorg en/of inspan en/of uitspan;
- (u) state opvou en dit in koeverte plaas, koeverte verseël, stempel met rubberstempel, korrespondensie en pakkette pos, of pos gaan haal;
- (v) onder toesig etikette aan artikels vasheg vir latere identifisering;
- (w) verbruikbare voorrade of onderdele opstapel of afpak, met 'n gestelde skaal weeg of tel;
- (x) op 'n pos binnekant die perseel bly om die in- en uitgang van persone te kontroleer;

"faktotum" 'n werknemer wat onder die toesig van 'n onderhoudman, klein herstelwerk en verstellings aan masjinerie, installasie, geboue of ander uitrusting doen, en wat masjinerie, met inbegrip van bo-asse mag olie en smeer, dryfbande mag vervang en bandsmeersel aansit;

"uurloon" die weekloon van 'n werknemer, gedeel deur—

- (a) ses-en-veertig in die geval van 'n bestellingwerwer, afhaler, 'n motorvoertuigbestuurder (uitgesonderd 'n deeltydse motorvoertuigbestuurder, 'n bestellingwerwer se assistent of 'n motorvoertuigbestuurder se assistent);
- (b) vier-en-tagtig in die geval van wagte;
- (c) vier-en-twintig in die geval van 'n deeltydse depotbediende;
- (d) vier-en-veertig in die geval van alle werknemers, uitgesonderd dié wat spesifiek (a), (b) en (c) hiervan genoem word, en uitgesonderd los werknemers;
- (e) in die geval van los werknemers beteken "uurloon" die dagloon gedeel deur agt;

"incentive bonus" or "bonus" means—

- (a) in the case of a factory worker a bonus directly related to output; and
- (b) in the case of canvassers, collectors, drivers, grade I, depot attendants and part-time depot attendants, a commission directly related to cash takings;

"invoice clerk" means an employee, other than a canvasser, collector, driver, grade I, depot attendant or part-time depot attendant, engaged in entering up and pricing articles on the firm's invoices;

"invoice clerk, male, qualified," means a male invoice clerk who has had not less than twelve months' experience;

"invoice clerk, male, unqualified," means a male invoice clerk who has had not less than twelve months' experience;

"invoice clerk, female, qualified," means a female invoice clerk who has had not less than twelve months' experience;

"invoice clerk, female, unqualified," means a female invoice clerk who has had less than twelve months' experience;

"laundry, Dry Cleaning and Dyeing Trade" or "Trade" means without in any way limiting the ordinary meaning of the expression, the trade carried on in establishments where articles are laundered, cleaned or dyed to the order of customers, and shall include depots where such articles are received in order to be laundered, cleaned or dyed to the order of customers, but excludes the dyeing of fur pelts;

"machine operator" means an employee who operates one or more of the following machines—including any machine performing the work of two or more such machines:—

In the laundry and dry cleaning sections:—

Washers, extractors, tumblers and carpet shampooing machines.

In the dyeing section:—

All machines other than pressing machines;

provided that a machine operator may be required—

- (a) to oil and grease his machine or machines, to repair belts and carry out minor adjustments;
- (b) to determine and record the length and weight of processed articles;
- (c) to weigh or measure out dyestuffs or other chemicals or ingredients;
- (d) to classify articles for processing;

"maintenance man" means a mechanic or artisan responsible for the maintenance of and repairs to machinery, plant, buildings or other equipment; and who may be assisted by one or more general employees working under his direct personal supervision;

"mender" means an employee other than an invisible mender who is engaged in repairing garments or other woven or knitted articles;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training or service for which he volunteers or which he elects to undergo;

"overtime" means all time worked in excess of the daily or weekly hours prescribed in clause 7 of this Agreement;

"part-time driver" means an employee who is ordinarily engaged with his employer in this Trade on duties other than driving a motor vehicle, but who is required or permitted for not more than 22 hours in the aggregate in any week and not more than the following hours in the aggregate on any day—

- (a) 3½ in the case of an employee normally engaged in a six-day week;
- (b) 4½ in the case of an employee normally engaged in a five-day week;

to perform the duties of a driver, grade II; and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver while in charge of the vehicle or on work connected with the vehicle or the load; and "vehicle" includes any motor vehicle irrespective of its weight;

"part-time depot attendant" means a depot attendant who is employed as such by the week for not more than twenty-four ordinary working hours in any one week;

"plain sewer" means an employee who is engaged in one or more of the following operations:—

- (a) tacking trouser turn-ups;
- (b) attaching hat bands;
- (c) replacing press studs and/or hooks and eyes and/or buttons;

"receiving depot attendant"—see "depot attendant";

"aansporingsbonus" of "bonus"—

(a) in die geval van 'n fabriekwerker, 'n bonus regstreeks in verhouding tot produksie; en

(b) in die geval van bestellingwerwers, afhalers, motorvoertuigbestuurders, graad I, depotassistent en deeltydse depotassistent, 'n kommissie regstreeks in verhouding tot kontantopbrengste;

"faktuurklerk" 'n werknemer, uitgesonderd 'n bestellingwerwer, afhaler, motorvoertuigbestuurder, graad I, depotassistent of 'n deeltydse depotassistent, wat artikels op die firma se fakture inskryf en van pryse voorsien;

"faktuurklerk, man, gekwalifiseer," 'n manlike faktuurklerk met minstens twaalf maande ondervinding;

"faktuurklerk, man, ongekwalifiseer," 'n manlike faktuurklerk met minder as twaalf maande ondervinding;

"faktuurklerk, vrou, gekwalifiseer," 'n vroulike faktuurklerk met minstens twaalf maande ondervinding;

"faktuurklerk, vrou, ongekwalifiseer," 'n vroulike faktuurklerk met minder as twaalf maande ondervinding;

"Wassery-, Droogskoonmaak- en Kleurbedryf" of "Bedryf", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die bedryf wat in bedryfsinrigtings uitgeoefen word waar artikels gewas, skoongemaak of gekleur word volgens die bestelling van klante, en omvat dit depots waar sulke artikels ontvang word om gewas, skoongemaak of gekleur te word, volgens die bestelling van klante, maar uitgesonderd die kleur van pelse;

"masjiensbediener" 'n werknemer wat een of meer van die volgende masjiene bedien, met inbegrip van 'n masjiens wat die werk van twee of meer sulke masjiene verrig.

In die wassery- en droogskoonmaakafdelings:—

Wasmasjiene, uitdraaiers, tuimelaars en tapytsjampoe-masjiene.

In die kleurafdeling:—

Alle masjiene behalwe persmasjiene,

met dien verstande dat daar van 'n masjiensbediener vereis mag word—

- (a) om sy masjiens of masjiene te olie en te smeer, dryfbande te herstel en klein verstellings te doen;
- (b) om die lengte en gewig van prosesbehandelde artikels te bepaal en aan te teken;
- (c) om kleurstowwe of ander chemikalieë of bestanddele af te weeg of af te meet;
- (d) om artikels vir behandeling te klassifiseer;

"onderhoudman" 'n werktuigkundige of ambagsman wat verantwoordelik is vir die onderhoud van en reparasies aan masjinerie, installasie, geboue of ander uitrusting en deur een of meer arbeiders wat onder sy regstreekse persoonlike toesig werk, gehelp mag word;

"heelmaker" 'n werknemer, uitgesonderd 'n fynstopper wat kledingstukke of ander geweefde of gebreide artikels heelmaak;

"militêre opleiding" enige ononderbroke opleiding wat 'n werknemer verplig is om ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, te ondergaan, maar nie ook opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

"oortydwerk" alle tyd waarin daar langer gewerk word as die daaglikse of weeklikse ure wat in klousule 7 van hierdie Ooreenkoms voorgeskryf word;

"deeltydse motorvoertuigbestuurder" 'n werknemer wat in gewone omstandighede by sy werkgever in hierdie Bedryf in diens is in ander werksaamhede as die bestuur van 'n motorvoertuig, maar van wie vereis word of wat toegelaat word om vir altesaam hoogstens 22 uur in 'n week en vir altesaam hoogstens die volgende ure op 'n dag die werk van 'n motorvoertuigbestuurder, graad II, te verrig, nl.—

- (a) 3½ in die geval van 'n werknemer wat gewoonlik ses dae in 'n week werk;
- (b) 4½ in die geval van 'n werknemer wat gewoonlik vyf dae in 'n week werk;

en vir die toepassing van hierdie woordskrywing omvat die uitdrukking "n motorvoertuig bestuur" alle tydperke waarin daar bestuur word en alle tyd wat die bestuurder bestee terwyl die voertuig onder sy sorg is of aan werk in verband met die voertuig of die vrag, en "voertuig" omvat enige voertuig, ongeag die gewig daarvan;

"deeltydse depotassistent" 'n depotassistent wat as sodanig op 'n weeklikse grondslag in diens is vir hoogstens vier-en-twintig gewone werkeure in 'n week;

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

- (a) Broekomslae vasryg;
- (b) hoedbande vasheg;
- (c) drukknoppe en/of hakies en ogies en/of knoppe vervang;

"ontvangdepotassistent"—kyk "depotassistent";

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

- (a) Weighing or counting and recording quantities;
- (b) recording performance times and other particulars relating to production;
- (c) directing and/or recording the progress of work through the factory;
- (d) booking out parcels and/or completing stereotyped forms, other than wage records, for costing or record purposes;

"short-time" means a temporary reduction in the number of ordinary working hours prescribed for any employee due to a general breakdown of plant or machinery or a threatened breakdown of buildings caused by accident or unforeseen emergency other than fire, or to temporary slackness of trade or to shortage of raw materials;

"storeman" means an employee who keeps store records of the receipt, storage and issue of consumable supplies;

"telephone operator" means an employee who is engaged in operating a manual telephone exchange;

"timekeeper" means a male employee who is engaged in keeping any of the records referred to in clause 26 (1) of this Agreement but who shall not calculate employee's remuneration;

"Trade" see "Laundry, Dry-Cleaning and Dyeing Trade";

"unspecified employees"—see clause 31;

"wage" or "wages" means the consolidated wage payable to an employee in money in terms of column III of sub-clause (1) of clause 4 in respect of his ordinary hours of work prescribed in clause 7, or such higher amount as an employer regularly pays an employee in respect of his ordinary hours of work, but excludes an incentive bonus or commission paid or payable to an employee in terms of clause 19 of this Agreement;

"watchman" means an employee engaged in guarding the premises of any establishment by day or by night;

(B) Dry Cleaning Section

"bulk sorter" means an employee engaged in separating processed and examined articles according to the code mark of any depot, agent, canvasser or driver grade 1 of the employer, but who shall not separate articles according to the customers' identification marks;

"checker" means an employee engaged in checking with the customers' lists or firm's invoices processed articles after they have been sorted and assembled, and/or in copying such lists or invoices and/or in compiling despatch sheets;

"checker, qualified," means a checker who has had not less than six months' experience;

"checker, unqualified," means a checker who has had less than six months' experience;

"cleaner" means an employee who has knowledge of chemicals used in the process of cleaning and who directs or supervises the work of employees in the dry cleaning section of an establishment engaged in cleaning articles by spirit, dry cleaning or wet cleaning processes and who is responsible for the nature of the treatment to be employed in removing spots or stains from articles and who may compound, mix or issue stock solutions to spotters;

"dry brusher" means an employee engaged in checking articles for marks arising from processing and who may erase such marks with a dry brush;

"finishing hand" means an employee engaged in ironing, pressing or steaming articles to shape after they have been dry cleaned; a finishing hand who is engaged in operating a pressing machine may, incidentally to his occupation, carry out minor adjustments to the machine which he normally operates;

"invisible mender" means an employee engaged in the hand or machine mending or repairing of articles (excluding silk or other hosiery) composed of woven or knitted material using the stoating and/or fine drawing and/or reentering processes;

"invisible mender, qualified," means an invisible mender who has had not less than twelve months' experience;

"invisible mender, unqualified," means an invisible mender who has had less than twelve months' experience;

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

- (a) Marking articles with customers' identification marks other than by attaching pre-marked tapes or tabs;
- (b) entering identification marks on slips or tabs for attachment to articles;
- (c) checking such identification marks against slips or invoices before the articles concerned are processed; and who may examine articles for faults or blemishes, classify such articles for processing and count articles in bulk and record the total thereof;

"presser"—see "finishing hand";

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

(a) Hoeveelhede weeg of tel en aanteken;

(b) werktidperke en ander besonderhede aanteken wat betrekking op produksie het;

(c) die vordering van die werk deur die fabriek reël en/of aanteken;

(d) van uitgaande pakkette aantekening hou en/of stereotiepvorms, uitgesonderd loonregisters, vir kosteberekening of naslaandoelendes invul;

"korttyd" 'n tydelike vermindering van die getal gewone werke, vir enige werknemer voorgeskryf, weens 'n algemene onklaarraking van installasie of masjinerie of deurdat geboue dreig om ineen te stort as gevolg van 'n ongeluk of onvoorsiene noodgeval, uitgesonderd 'n brand, of weens 'n tydelike slapte in die bedryf of 'n tekort-aan grondstowwe;

"pakhuysman" 'n werknemer wat aantekening hou van die ontvangs, bewaring en uitreiking van verbruikbare voorrade in 'n pakhuis;

"telefonis" 'n werknemer wat 'n handtelefoonsentrale bedien;

"tydopnemer" 'n manlike werknemer wat enige van die aantekeninge hou, genoem in klousule 26 (1) van hierdie Ooreenkoms, maar wat nie die besoldiging van werknemers mag bereken nie;

"Bedryf" kyk "Wassery-, Droogskoonmak- en Kleurbedryf";

"ongespesifiseerde werknemers"—kyk klousule 31;

"loon" of "lone" die gekonsolideerde loon in kontant aan 'n werknemer betaalbaar ingevolge kolom III van subklousule (1) van klousule 4 ten opsigte van sy gewone werke in klousule 7 voorgeskryf, of sodanige hoër bedrag as wat 'n werkgewer gewoonlik aan sy werknemer betaal ten opsigte van sy gewone werke, maar uitgesonderd 'n aansporingsbonus of kommissie wat ingevolge klousule 19 van hierdie Ooreenkoms aan 'n werknemer betaal word of betaalbaar is;

"wag" 'n werknemer wat bedags of snags die persele van 'n bedryfsinrigting bewaak;

(B) Droogskoonmaakafdeling

"massasorteerder" 'n werknemer wat prosesbehandelde en ondersoekte artikels volgens die kodemerk van enige ontvangdepot, agent, bestellingwerwer of motorvoertuigbestuurder graad 1 van die werkgewer, van mekaar skei, maar hy mag nie artikels volgens die klante se uitkenningsmerke skei nie;

"nasiener" 'n werknemer wat prosesbehandelde en versamelde artikels ná sortering met die lys van klante of die firma se fakture vergelyk, en/of afskrifte van sodanige lys of fakture maak, en/of versendingslyste opstel;

"nasiener, gekwalifiseer," 'n nasiener met minstens ses maande ondervinding;

"nasiener, ongekwalifiseer," 'n nasiener met minder as ses maande ondervinding;

"skoonmaker" 'n werknemer met kennis van chemikalieë wat by die skoonmaakproses gebruik word, wat leiding gee aan of toesig hou oor die werk van werknemers in die droogskoonmaakafdeling van 'n bedryfsinrigting wat goedere deur middel van spiritus, droogskoonmaak- of natskoonmaakprosesse skoonmaak, en wat verantwoordelik is vir die aard van die behandeling wat aangewend moet word om kolle of vlekke uit artikels te verwyder en wat standaardoplossings vir die verwydering van vlekke kan aanmaak, meng of aan vlek-uithalers uitreik;

"droëborselaar" 'n werknemer wat artikels nagaan vir merke wat as gevolg van prosesbehandeling ontstaan en wat sodanige merke met 'n droë borsel kan verwyder;

"afwerker" 'n werknemer wat artikels volgens fatsoen, stryk, pars of stoom nadat hulle droogskoongemaak is; 'n afwerker wat 'n parsmasjien bedien kan as bykomstigheid by sy werk klein verstellings doen aan die masjien wat hy gewoonlik bedien;

"fynstopper" 'n werknemer wat met die hand of masjien goedere (uitgesonderd sykoue of ander kousstofware) bestaande uit geweefde of gebreide materiaal, deur toepassing van die hermelyn- en/of fyndraad- en/of oorstoppesprosesse heelmaak of herstel;

"fynstopper, gekwalifiseer," 'n fynstopper met minstens twaalf maande ondervinding;

"fynstopper, ongekwalifiseer," 'n fynstopper met minder as twaalf maande ondervinding;

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

(a) Artikels merk met die klant se uitkenningsmerk, uitgesonderd deur voorafgemerkte linte of lussies daaraan te heg;

(b) uitkenningsmerke op strokies materiaal of lussies skryf of aan artikels vas te heg;

(c) sodanige uitkenningsmerke met strokies of fakture vergelyk voordat die betrokke artikels prosesbehandeling ondergaan; en wat artikels met die oog op foute of vlekke kan ondersoek en sodanige artikels vir prosesbehandeling kan klassifiseer en artikels in massa tel en die totaal daarvan aanteken;

"parser"—kyk "afwerker";

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

- (a) The sorting and/or assembling of processed articles according to customers' identification marks and/or customers' lists or firm's invoices;
- (b) the verification or identification marks placed on articles, provided that this shall not include the duties of a checker;

"spotter" means an employee engaged in selecting articles for spotting and/or the removal of stains from articles by means of stock solutions other than soap or a soap solution or powder;

"wet cleaner" or "water brusher" means an employee engaged in washing articles with soap or a soap solution or powder by the use of a brush, spray, cloth, sponge or steam gun;

(C) Laundry Section

"calender machine or mangle operator" means an employee who is engaged in feeding and/or taking off and/or folding articles into or from a calender machine or mangle, and who may start or stop the machine;

"checker" means an employee engaged in checking with the customers' lists or firm's invoices processed articles after they have been sorted and assembled, and/or making copies of such lists or invoices;

"checker, qualified," means a checker who has had not less than six months' experience;

"checker, unqualified," means a checker who has had less than six months' experience;

"finishing hand" means an employee other than a calender hand engaged in ironing or pressing articles after they have been laundered, or in the finishing processes of blankets after they have been laundered or dry cleaned; a finishing hand who is engaged in operating a pressing machine may, incidentally to his occupation, carry out minor adjustments to the machine which he normally operates;

"marker" means an employee engaged in marking articles for identification purposes and who may classify such articles for processing and count articles in bulk and record the total thereof;

"presser"—see "finishing hand";

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

- (a) The sorting and/or assembling of processed articles according to customers' identification marks and/or customers' lists or firm's invoices;

- (b) the verification or identification marks placed on articles, provided that this shall not include the duties of a checker;

(D) Dyeing Section

"checker" means an employee engaged in checking with customers' lists or firm's invoices processed articles after they have been sorted and assembled, and/or in copying such lists or invoices, and who may weigh and record weights and quantities of processed articles;

"checker, qualified," means a checker who has had not less than six months' experience;

"checker, unqualified," means a checker who has had less than six months' experience;

"dyer" means an employee who is engaged in blending dye-stuffs and who being responsible for the process of dyeing and/or bleaching decides what dyes or combinations of dye-stuffs or other chemicals are to be used to obtain the shade of colour required, and issues instructions as to the application thereof;

"marker" means an employee engaged in marking articles or fabrics prior to processing for identification purposes, and who may count articles in bulk and record the total thereof;

"sewer" means an employee operating a sewing machine for the purpose of joining lengths of material together in preparation for the dyeing process.

4. WAGES.

(1) Subject to the provisions of sub-clause (7) of this clause, the minimum remuneration, which includes the basic wages reflected in column I and the cost of living allowances reflected in column II hereunder, which an employer shall pay per week to each member of the under-mentioned classes of employees, shall be not less than that shown in column III hereunder (herein referred to as the consolidated minimum wages) and such employees shall not accept less than the wages shown in the said column III, provided that if at any time the allowances payable in terms of War Measure No. 43 of 1942, as amended, are increased to a rate above that shown in the said column II, any such increase shall be added to the cost of living allowances shown in column II and the consolidated minimum wages shown in column III.

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

- (a) Die sortering en/of versameling van prosesbehandelde artikels volgens die klant se uitkenningmerke en/of lys van klante of die firma se fakture;

- (b) die kontrolering van uitkenningmerke wat op artikels aangebring word; met dien verstande dat dit nie die pligte van 'n nasiener mag omvat nie;

"vlekuithaler" 'n werknemer wat artikels vir die uithaal van vlekke uitsoek en/of wat vlekke uit artikels uithaal deur middel van standaardoplossings, uitgesonderd seep, of 'n seepoplossing of -poeier;

"natskoonmaker" of "waterborselaar" 'n werknemer wat artikels met seep of 'n seepoplossing of -poeier was, deur middel van 'n borsel, spuit, doek, spons of stoomspuit.

(C) Wasseryafdeling

"kalandermasjiën- of mangelbediener" 'n werknemer wat artikels in 'n kalandermasjiën of mangel-voer en/of dit daaruit haal en/of vou, en wat die masjiën kan aan- of afskakel;

"nasiener" 'n werknemer wat prosesbehandelde artikels met die lys van klante of firma se fakture vergelyk nadat dit gesorteer en versamel is en/of afskrifte van sodanige lys van fakture maak;

"nasiener, gekwalifiseer," 'n nasiener met minstens ses maande ondervinding;

"nasiener, ongekwalifiseer," 'n nasiener met minder as ses maande ondervinding;

"afwerking" 'n werknemer, uitgesonderd 'n kalanderhulp, wat goedere wat reeds gewas is, stryk of pers, of wat komberse, nadat dit gewas of droogskoongemaak is, finaal behandel; 'n afwerker wat 'n parsmasjiën bedien kan as 'n bykomstigheid by sy werk, klein verstellings doen aan die masjiën wat hy gewoonlik bedien;

"merker" 'n werknemer wat goedere vir uitkenning merk en sodanige artikels vir prosesbehandeling kan klassifiseer en artikels in massa tel en die totaal daarvan aanteken;

"parser"—kyk "afwerker";

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

- (a) Die sortering en/of versameling van prosesbehandelde artikels volgens die klant se uitkenningmerke en/of 'n lys van klante of die fakture van die firma;

- (b) die kontrolering van uitkenningmerke wat op artikels aangebring word; met dien verstande dat dit nie die pligte van 'n nasiener mag omvat nie;

(D) Kleurafdeling

"nasiener" 'n werknemer wat prosesbehandelde artikels, nadat dit gesorteer en bymekaargesit is, met die lys van klante of die firma se fakture vergelyk en/of afskrifte van sodanige lys van fakture maak en wat prosesbehandelde artikels kan weeg en gewigte en hoeveelhede daarvan aanteken;

"nasiener, gekwalifiseer," 'n nasiener met minstens ses maande ondervinding;

"nasiener, ongekwalifiseer," 'n nasiener met minder as ses maande ondervinding;

"kleurder" 'n werknemer wat kleurstowwe meng en, aangesien hy vir die kleurproses en/of bleikwerk verantwoordelik is, besluit watter kleurstowwe of kleurstofsamstellings of ander chemikalieë aangewend moet word om die vereiste kleurskakering te verkry, en instruksies in verband met die aanwending daarvan uitreik;

"merker" 'n werknemer wat artikels of weefstowwe vóór prosesbehandeling vir uitkenning merk, en wat artikels in massa kan tel en die totaal daarvan aanteken;

"naaldwerker" 'n werknemer wat 'n naaimasjiën bedien ten einde lengtes materiaal ter voorbereiding vir die kleurproses aanmekeer te heg.

4. LONE.

(1) Behoudens die bepalings van subklousule (7) van hierdie klousule, is die minimum besoldiging, wat die basiese lone genoem in kolom I en die lewenskostoelaes genoem in kolom II hieronder insluit, wat 'n werkgewer weekliks aan elke lid van ondergenoemde klasse werknemers moet betaal, minstens dié aangedui in kolom III hieronder (hierin die gekonsolideerde minimum lone genoem) en sodanige werknemers moet nie minder aanneem as die lone in genoemde kolom III genoem nie, met dien verstande dat indien die toelaes betaalbaar ingevolge Oorlogsmaatregel No. 43 van 1942, soos gewysig, te eniger tyd verhoog word tot 'n bedrag hoër as dié in genoemde kolom II aangedui, enige sodanige verhoging bygetel moet word by die lewenskostoelaes genoem in kolom II en die gekonsolideerde minimum lone genoem in kolom III.

Categories Applicable to all Sections.	Column I, Basic Wages.	Column II, Cost of Living Allowances.	Column III, Consolidated Minimum Wages.	Kategorieë op alle afdelings van toepassing.	Kolom I, basiese lone.	Kolom II, lewens- koste- toelae	Kolom III, gekon- solideerde mini- mum lone.
<i>(a) General Section.</i>	R	R	R	<i>(a) Algemene-afdeling.</i>	R	R	R
1. Boiler Attendant.....	5.10	3.15	8.25	1. Ketelbediener.....	5.10	3.15	8.25
2. Caller Out.....	5.10	2.90	8.00	2. Uitroeper.....	5.10	2.90	8.00
3. Canvasser.....	15.00	6.80	21.80	3. Bestellingwerwer.....	15.00	6.80	21.80
*Canvasser, Grade II—see Collector				*Bestellingwerwer, Graad II—kyk Afhaler.			
4. Canvasser's Assistant.....	4.75	3.25	8.00	4. Bestellingwerwer se assistent.....	4.75	3.25	8.00
*Casual Employees—see Clauses 4 (3) and 4 (7).				*Los Werknemers—kyk klousules 4 (3) en 4 (7).			
5. Charge Hand: Not less than R1.65 per week above the consolidated minimum wage for the highest paid class of employee in the group or section of which he is in charge.				5. Onderbaas: Minstens R1.65 per week bo die gekonsolideerde minimum loon vir die hoogs betaalde klas werknemer in die groep of afdeling waaroor hy beheer voer.			
6. Clerical employee, Male:—				6. Klerklike werknemer man:—			
First year of experience.....	7.15	3.85	11.00	Eerste jaar ondervinding.....	7.15	3.85	11.00
Second year of experience.....	8.10	4.40	12.50	Tweede jaar ondervinding.....	8.10	4.40	12.50
Third year of experience.....	9.20	4.80	14.00	Derde jaar ondervinding.....	9.20	4.80	14.00
Thereafter.....	13.00	6.50	19.50	Daarna.....	13.00	6.50	19.50
7. Clerical employee, Female:—				7. Klerklike werknemer, vrou:—			
First year of experience.....	6.30	3.70	10.00	Eerste jaar ondervinding.....	6.30	3.70	10.00
Second year of experience.....	7.15	3.85	11.00	Tweede jaar ondervinding.....	7.15	3.85	11.00
Thereafter.....	8.80	5.70	14.50	Daarna.....	8.80	5.70	14.50
8. Collector.....	5.00	3.00	8.00	8. Afhaler.....	5.00	3.00	8.00
In addition, a collector shall be paid a commission of five cents on each one Rand's worth of orders for laundry, dry cleaning or dyeing in excess of R25.00 brought in by him during any one week, which shall be calculated on the basis of the prices actually paid by the customers, irrespective of whether or not he personally solicited or invited such orders.				'n Afhaler moet ook 'n kommissie van vyf sent betaal word op elke een rand se waarde aan bestellings vir was, droogskoonmaak of kleur bokant R25.00 wat hy in enige bepaalde week inbring, en dié moet bereken word op die grondslag van die pryse werklik deur die klante betaal, ongeag die feit of hy persoonlik sodanige bestellings gevra of aangevra het of nie.			
9. Depot Attendant:—				9. Depotassistent:—			
First 6 months of experience...	6.60	3.40	10.00	Eerste 6 maande ondervinding	6.60	3.40	10.00
Second 6 months of experience	7.65	4.35	12.00	Tweede 6 maande ondervinding	7.65	4.35	12.00
Thereafter.....	8.85	5.90	14.75	Daarna.....	8.85	5.90	14.75
10. Driver, Grade I:—				10. Motorvoertuigbestuurder, graad I:—			
Tare of vehicle driven—				Onbelastegewig van voertuig wat bestuur word—			
Up to and including 1,000 lbs.	10.20	5.30	15.50	Tot en met 1,000 lb.....	10.20	5.30	15.50
Over 1,000 lbs.....	12.00	6.00	18.00	meer as 1,000 lb.....	12.00	6.00	18.00
11. Driver, Grade II:—				11. Motorvoertuigbestuurder, graad II:—			
Tare of vehicle driven—				Onbelaste gewig van voertuig wat bestuur word—			
Up to and including 1,000 lbs.	6.20	3.30	9.50	Tot en met 1,000 lb.....	6.20	3.30	9.50
1,001 lbs. to 7,500 lbs.....	8.90	4.85	13.75	1,001 lb. tot 7,500 lb.....	8.90	4.85	13.75
Over 7,500 lbs.....	10.10	5.20	15.30	Meer as 7,500 lb.....	10.10	5.20	15.30
12. Driver's Assistant.....	4.75	3.25	8.00	12. Motorvoertuigbestuurder se assistent.....	4.75	3.25	8.00
*Employees not specified—see Clause 31(3)				*Werknemers nie gespesifiseer nie—kyk klousule 31(3).			
13. Examiner:—				13. Onderseker:—			
First 3 months of experience...	4.70	3.30	8.00	Eerste 3 maande ondervinding	4.70	3.30	8.00
Thereafter.....	5.40	3.30	8.70	Daarna.....	5.40	3.30	8.70
14. Foreman.....	15.30	7.20	22.50	14. Voorman.....	15.30	7.20	22.50
15. Forewoman.....	10.90	5.60	16.50	15. Voorvrou.....	10.90	5.60	16.50
16. General employee.....	4.70	3.30	8.00	16. Algemene werknemer.....	4.70	3.30	8.00
17. Handyman.....	6.00	3.50	9.50	17. Faktotum.....	6.00	3.50	9.50
18. Invoice Clerk, Male:—				18. Faktuurklerk, man:—			
First 6 months of experience...	7.00	3.50	10.50	Eerste 6 maande ondervinding	7.00	3.50	10.50
Second 6 months of experience	8.90	5.10	14.00	Tweede 6 maande ondervinding	8.90	5.10	14.00
Thereafter.....	10.60	5.90	16.50	Daarna.....	10.60	5.90	16.50
19. Invoice Clerk, Female:—				19. Faktuurklerk, vrou:—			
First 6 months of experience...	6.15	3.65	9.80	Eerste 6 maande ondervinding	6.15	3.65	9.80
Second 6 months of experience	6.95	3.65	10.60	Tweede 6 maande ondervinding	6.95	3.65	10.60
Thereafter.....	7.80	4.70	12.50	Daarna.....	7.80	4.70	12.50
*Labourer (See General Employee)				*Arbeider (Kyk Algemene Werknemer)			
20. Maintenance Man.....	17.70	7.30	25.00	20. Onderhoudman.....	17.70	7.30	25.00
21. Mender.....	5.75	4.25	10.00	21. Heelmaker.....	5.75	4.25	10.00
[See also Invisible Mender (B) 6]				[Kyk ook Fynstopper (B) 6].			
22. Part-time Depot Attendant.....	5.45	3.55	9.00	22. Deeltydse Depotassistent.....	5.45	3.55	9.00
23. Part-time Driver.....	7.20	3.80	11.00	23. Deeltydse Motorvoertuigbestuurder.....	7.20	3.80	11.00
Provided that if the consolidated minimum wage prescribed in this sub-clause relating to the ordinary duties of the employee concerned is more than R11.00 such higher wage shall be paid (see also Clause 4 (5) (d)).				Met dien verstande dat indien die gekonsolideerde minimum loon in hierdie subklousule voorgeskryf en wat betrekking het op die gewone pligte van die betrokke werknemer, hoër as R11.00 is, sodanige hoër loon betaal moet word [kyk ook klousule 4 (5) (d)].			

Categories Applicable to all Sections.	Column I, Basic Wages.	Column II, Cost of Living Allowances.	Column III, Consolidated Minimum Wages.	Kategorieë op alle afdelings van toepassing.	Kolom I, basiese lone.	Kolom II, lewens-kostetoelae.	Kolom III, gekonsolideerde minimum lone.
24. Plain Sewer..... [See also Sewer (D) 5.] *Receiving Depot Attendant—see Depot Attendant.	R 5.00	R 3.00	R 8.00	24. Gewone naaldwerker..... [Kyk ook Naaldwerker (D) 5.] *Ontvangdepotassistent—kyk Depotassistent.	R 5.00	R 3.00	R 8.00
25. Recorder:— First 6 months of experience.... Second 6 months of experience Thereafter.....	5.35 6.20 6.85	2.65 3.05 3.65	8.00 9.25 10.50	25. Aantekenaar:— Eerste 6 maande ondervinding.. Tweede 6 maande ondervinding Daarna.....	5.35 6.20 6.85	2.65 3.05 3.65	8.00 9.25 10.50
26. Storeman:— First year of experience..... Second year of experience..... Thereafter.....	6.75 7.75 12.70	3.35 4.00 6.10	10.10 11.75 18.80	26. Pakhuisman:— Eerste jaar ondervinding..... Tweede jaar ondervinding..... Daarna.....	6.75 7.75 12.70	3.35 4.00 6.10	10.10 11.75 18.80
27. Telephone Operator—Female..... Telephone Operator—Male.....	8.80 13.00	5.20 6.80	14.00 19.80	27. Telefonis—vrou..... Telefonis—man.....	8.80 13.00	5.20 6.80	14.00 19.80
28. Timekeeper:— First year of experience..... Second year of experience..... Thereafter..... *Unspecified Employees—see Clause 31 (3).	6.75 7.75 11.55	3.35 4.00 5.65	10.10 11.75 17.20	28. Tydopnemer:— Eerste jaar ondervinding..... Tweede jaar ondervinding..... Daarna..... *Ongespesifiseerde werknemers— [Kyk klousule 31 (3).]	6.75 7.75 11.55	3.35 4.00 5.65	10.10 11.75 17.20
29. Watchman..... (b) Dry Cleaning Section.	5.35	2.90	8.25	29. Wag..... (b) Droogskoonmaakafdeling	5.35	2.90	8.25
1. Bulk Sorter..... [See also Sorter (B) 9].	4.70	3.30	8.00	1. Massasorteerder..... [Kyk ook Sorteerder (B) 9].	4.70	3.30	8.00
2. Checker:— First 6 months of Experience.. Thereafter.....	5.90 7.05	3.10 3.95	9.00 11.00	2. Nasiener:— Eerste 6 maande ondervinding Daarna.....	5.90 7.05	3.10 3.95	9.00 11.00
3. Cleaner:— [See also Wet Cleaner (B) 12.]	16.30	7.20	23.50	3. Skoonmaker:— [Kyk ook Natskoonmaker (B) 12.]	16.30	7.20	23.50
4. Dry Brusher.....	4.70	3.30	8.00	4. Droëborselaar.....	4.70	3.30	8.00
5. Finishing Hand.....	5.00	3.25	8.25	5. Afwerker.....	5.00	3.25	8.25
6. Invisible Mender:— First 6 months of experience... Second 6 months of experience Thereafter..... [See also Mender (A) 21.]	6.30 7.10 8.65	3.20 3.90 5.35	9.50 11.00 14.00	6. Fynstopper:— Eerste 6 maande ondervinding Tweede 6 maande ondervinding Daarna..... [Kyk ook Fynstopper (A) 21].	6.30 7.10 8.65	3.20 3.90 5.35	9.50 11.00 14.00
7. Machine Operator.....	4.75	3.50	8.25	7. Masjenbediener.....	4.75	3.50	8.25
8. Marker:— First 3 months of experience... Thereafter..... *Presser—see Finishing hand.	4.70 5.30	3.30 3.40	8.00 8.70	8. Merker:— Eerste 3 maande ondervinding.. Daarna..... *Parser—kyk Afwerker	4.70 5.30	3.30 3.40	8.00 8.70
9. Sorter:— First 3 months of experience... Thereafter..... [See also Bulk Sorter (B) 1].	4.70 5.45	3.30 3.25	8.00 8.70	9. Sorteerder:— Eerste 3 maande ondervinding Daarna..... [Kyk ook Massasorteerder (B) 1].	4.70 5.45	3.30 3.25	8.00 8.70
10. Spotter:— First 3 months of experience... Thereafter.....	4.70 5.45	3.30 3.25	8.00 8.70	10. Vlekuithaler:— Eerste 3 maande ondervinding Daarna.....	4.70 5.45	3.30 3.25	8.00 8.70
11. Wet Cleaner or Water Brusher.... [See also Cleaner (B) 3]. (c) Laundry Section.	4.70	3.30	8.00	11. Natskoonmaker of Waterborselaar [Kyk ook Skoonmaker (B) 3]. (c) Wasseryafdeling	4.70	3.30	8.00
1. Calender Machine or Mangle Operator..... [See also Machine Operator (C) 4].	4.70	3.55	8.25	1. Kalandermasjen- of mangelbediener..... [Kyk ook Masjenbediener (C) 4].	4.70	3.55	8.25
2. Checker:— First 6 months of experience... Thereafter.....	5.70 7.05	3.30 3.95	9.00 11.00	2. Nasiener:— Eerste 6 maande ondervinding Daarna.....	5.70 7.05	3.30 3.95	9.00 11.00
3. Finishing Hand.....	4.70	3.55	8.25	3. Afwerker.....	4.70	3.55	8.25
4. Machine Operator..... [See also Calender Machine Operator (C) 1]	4.70	3.55	8.25	4. Masjenbediener..... [Kyk ook Kalandermasjenbediener (C) 1].	4.70	3.55	8.25
5. Marker..... *Presser—see Finishing hand.	5.25	3.25	8.50	5. Merker..... *Parser—kyk Afwerker.	5.25	3.25	8.50
6. Sorter..... (d) Dyeing Section.	5.25	3.25	8.50	6. Sorteerder..... (d) Kleurafdeling	5.25	3.25	8.50
1. Checker:— First 6 months of experience... Thereafter.....	5.70 7.05	3.30 3.95	9.00 11.00	1. Nasiener:— Eerste 6 maande ondervinding Daarna.....	5.70 7.05	3.30 3.95	9.00 11.00
2. Dyer.....	16.30	7.20	23.50	2. Kleurder.....	16.30	7.20	23.50
3. Machine Operator.....	4.70	3.55	8.25	3. Masjenbediener.....	4.70	3.55	8.25
4. Marker.....	5.25	3.25	8.50	4. Merker.....	5.25	3.25	8.50
5. Sewer..... [See also Plain Sewer (A) 24].	4.70	3.30	8.00	5. Naaldwerker..... [Kyk ook Gewone Naaldwerker (A) 24].	4.70	3.30	8.00

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

(3) *Casual Employee.*—A casual employee shall receive for each day or part of a day of employment not less than one-fifth of the weekly wage (or in the case of a rising scale, one fifth of the weekly wage for a qualified employee) prescribed for an employee of the same sex performing the same class of work as the casual employee is required to perform; provided that, whenever a casual employee is not required to work for a period of more than four consecutive hours on any day, his prescribed wage may be reduced by 50 per cent.

(2) *Maandeliks besoldigde werknemer.*—Die minimum loon verskuldig aan 'n werknemer wat maandeliks besoldig word, word bereken teen vier en 'n derde maal die weekloon aan hom verskuldig ingevolge hierdie Ooreenkoms.

(3) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde van die weekloon (of in die geval van 'n stygende skaal, een vyfde van die weekloon vir 'n gekwalifiseerde werknemer) ontvang wat voorgeskryf word vir 'n werknemer van dieselfde geslag wat dieselfde soort werk verrig as wat van 'n los werknemer vereis word; met dien verstande dat wanneer daar nie van 'n loswerknemer vereis word om vir 'n langer tydperk as vier agtereenvolgende uur op 'n dag te werk nie, sy voorgeskrewe loon met 50 persent verminder mag word.

(4) Nothing contained in sub-clause (1) of this clause shall operate to reduce the rate of wages paid to an employee while he is working for the same employer and in the same category of work, whether such employee commenced his employment with the particular employer before, after or on the date of coming into operation of this Agreement, and such employee, if he is in receipt of a higher wage than that prescribed, shall, while being employed by the same employer and in the same category of work, continue to be paid at the higher rate received by him as though such higher rate were the minimum rate in respect of that employee.

(5) An employer who on any day requires or permits an employee in any particular class of work to perform for any period, either in addition to his own class of work or in substitution therefor, work of another class for which a higher wage than that of his own class is prescribed in sub-clause (1) of this clause, shall pay to such employee in respect of the whole day on which he performed any work in such higher paid class and in respect of any overtime which he worked on such day, wages calculated at the higher rate of wages prescribed for such other class of work in sub-clause (1) of this clause; provided that—

- where an employee performs, for any period on one or more days per week, work of another class for which a higher wage than that of his own class is prescribed in sub-clause (1) of this clause for a period of not less than ten weeks in the aggregate within a period of six consecutive months or less, he shall, after the completion of such ten weeks, be paid in respect of the whole week during which he performed any work in such higher paid class and in respect of any overtime which he performed during such week, wages calculated at the higher rate of wages prescribed for such higher paid work in sub-clause (1) of this clause;
- the provisions of sub-paragraph (a) shall not apply, however, if after the completion of the aforesaid ten weeks the higher wage was not required to be paid in terms of this sub-clause for a period of at least four consecutive weeks;
- the wage referred to in this sub-clause includes such higher amount as an employer regularly pays to an employee in respect of his ordinary hours of work excluding any incentive bonus or commission paid or payable to such employee in terms of clause 19 of this Agreement;
- whenever a part-time driver is required or permitted to drive a motor vehicle for more than 22 hours in the aggregate in any week or for more than the following hours in the aggregate on any day:—

(i) $3\frac{1}{2}$ in the case of an employee normally engaged in a six-day week;

(ii) $4\frac{1}{2}$ in the case of an employee normally engaged in a five-day week;

he shall in respect of the whole of such week or day (as the case may be) and in respect of any overtime worked during such week or on such day (as the case may be) be paid not less than the wage prescribed for a full-time driver, grade II, driving a motor vehicle of the same weight as that driven by such part-time driver [see also item (A) 23 of wage scale].

(6) In classifying an employee he shall, subject to the provisions of sub-clause (5) hereof, be deemed to be engaged in the occupation in which he is wholly or mainly employed.

(7) For the purpose of this clause, the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in sub-clause (5) hereof and in clause 6, an employee shall be paid in respect of an establishment's normal working week not less than his full weekly wage, whether he had in that week worked the maximum number of ordinary hours prescribed in clause 7 or less. A casual employee shall be paid in accordance with the provisions prescribed in sub-clause (3) of this clause.

(8) An employee who is required to use his own bicycle in the performance of his duties shall be paid not less than fifty cents per week, in addition to his wages.

5. PAYMENT OF REMUNERATION.

(1) Subject to the provisions of sub-clauses 19 (2) (d), 17 (6) and 10 (3) and sub-clause (2) of this clause, the wages and other amounts due to every employee shall be paid in cash, and furthermore payment shall be made—

- during the hours of work;
- weekly on Friday or Saturday, whichever is the casual pay day of the establishment;
- in a sealed envelope or other suitable container;
- accompanied by a statement to be kept by the employee in the form of Annexure A to this Agreement, either clearly imprinted on the container or enclosed therein;

provided that sub-clause (1) (b) hereof shall not apply to casual employees who shall be paid on the day their employment terminates, nor to employees who have agreed with their employers in writing to be paid monthly, and who shall then be paid on

(4) Niks in subklousule (1) van hierdie klousule vervat, mag die lone wat aan 'n werknemer betaal word, verminder terwyl hy by dieselfde werkgever, in dieselfde klas werk werksaam is nie, hetsy sodanige werknemer vóór, ná of op die datum waarop hierdie Ooreenkoms in werking tree, by die besondere werkgever sy diens begin het, en sodanige werknemer moet, as hy 'n hoër loon ontvang as dié wat voorgeskryf is, terwyl hy by dieselfde werkgever in diens en in dieselfde klas werk is, steeds die loon betaal word teen die hoër skaal wat hy ontvang het, asof sodanige hoër skaal die minimum skaal ten opsigte van die werknemer is.

(5) 'n Werkgever wat op enige dag van 'n werknemer in enige besondere klas werk vereis of hom toelaat om vir 'n tydperk, hetsy benewens sy eie klas werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) van hierdie klousule voorgeskryf word, moet sodanige werknemer vir die hele dag waarop hy enige werk in sodanige hoër besoldigde klas verrig het en vir enige oortyd wat hy op sodanige dag gewerk het, 'n loon betaal bereken teen die hoër skaal van lone vir sodanige ander klas werk in subklousule (1) van hierdie klousule voorgeskryf; met dien verstande dat—

- waar 'n werknemer vir enige tydperk op een of meer dae per week, vir 'n tydperk van altesaam minstens tien weke in 'n tydperk van ses agtereenvolgende maande of korter, werk van 'n ander klas verrig waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) van hierdie klousule voorgeskryf word, moet hy na afloop van sodanige tien weke, vir die hele week waartydens hy enige werk in sodanige hoër besoldigde klas verrig het en vir enige oortydwerk wat hy gedurende sodanige week verrig het, 'n loon betaal word, bereken teen die hoër lone vir sodanige hoër besoldigde werk in subklousule (1) van hierdie klousule voorgeskryf;
- die bepalings van subparagraaf (a) egter nie van toepassing is nie indien daarná voltooiing van genoemde tien weke nie ingevolge hierdie subklousule vereis was dat die hoër loon vir 'n tydperk van minstens vier agtereenvolgende weke betaal moes word nie;
- die loon wat in hierdie subklousule vermeld word, sodanige hoër bedrag insluit as wat 'n werkgever gereed aan 'n werknemer betaal ten opsigte van sy gewone werkure, uitgesonderd enige aansporingsbonus of kommissie wat aan sodanige werknemer ingevolge klousule 19 van hierdie Ooreenkoms betaal word of betaalbaar is;
- wanneer daar van 'n deelydse motorvoertuigbestuurder vereis word of hy toegelaat word om 'n motorvoertuig vir langer as altesaam 22 uur in 'n week of vir langer as altesaam die volgende ure op 'n dag te bestuur, naamlik:—

(i) $3\frac{1}{2}$ in die geval van 'n werknemer wat gewoonlik ses dae in 'n week werk;

(ii) $4\frac{1}{2}$ in die geval van 'n werknemer wat gewoonlik vyf dae in 'n week werk;

moet hy vir die volle sodanige week of dag (na gelang van die geval) en vir enige oortyd gedurende sodanige week of op sodanige dag gewerk (na gelang van die geval) minstens die loon betaal word, voorgeskryf vir 'n voltydse motorvoertuigbestuurder graad II, wat 'n motorvoertuig bestuur met dieselfde gewig as dié deur sodanige deelydse motorvoertuigbestuurder bestuur. [Kyk ook item (A) 23 van die loonskaal.]

(6) Om 'n werknemer te klassifiseer, word hy, behoudens die bepalings van subklousule (5) hiervan, geag in die beroep werksaam te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

(7) Vir die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus, en behoudens die bepalings van subklousule (5) hiervan en van klousule 6, moet 'n werknemer ten opsigte van 'n bedryfsinrigting se normale werkweek minstens sy volle weekloon betaal word, afgesien daarvan of hy in daardie week die maksimum getal gewone ure, wat in klousule 7 voorgeskryf is, of minder gewerk het. 'n Los werknemer moet ooreenkomstig die bepalings in subklousule (3) van hierdie klousule voorgeskryf, besoldig word.

(8) 'n Werknemer van wie vereis word om sy eie fiets vir die verrigting van sy pligte te gebruik, moet, benewens sy loon, minstens vyftig sent per week betaal word.

5. BETALING VAN BESOLDIGING.

(1) Behoudens die bepalings van subklousules 19 (2) (d), 17 (6) en 10 (3) en subklousule (2) van hierdie klousule, moet die loon en ander bedrae wat aan elke werknemer verskuldig is, in kontant betaal word, en voorts moet dit soos volg betaal word:—

- Tydens die werkure;
- weekliks, op Vrydag of Saterdag, na gelang van die gewone betaaldag van die bedryfsinrigting;
- in 'n verseelde koevert of ander geskikte houër;
- en moet dit vergesel gaan van 'n staat, in die vorm van Aanhangsel A van hierdie Ooreenkoms, wat of duidelik op die houër gedruk of daarin ingesluit moet wees, wat die werknemer moet bewaar,

met dien verstande dat subklousule (1) (b) hiervan nie van toepassing is nie op los werknemers wat op die dag betaal moet word waarop hul diens eindig, en ook nie op werknemers wat met hul werkgevers skriftelik ooreengekom het om maandeliks

ANNEXURE F.

INDUSTRIAL COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (TRANSVAAL).

Note: If necessary, two lines may be used for any one Employee.

ALPHABETICAL EMPLOYEE'S REGISTER.

Full Name of Employee. (Please do not omit Surnames of Natives.)	Clock or Register No.	Council's Card No.	Personal Identity No.	Date Started Work for Firm.	Classification on Starting with Firm	Wages on Starting.	Date Left Service of Firm.	Classification on Leaving Firm.	Wages on Leaving.

AANHANGSEL F.

NYWERHEIDSRAAD VIR DIE WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF (TRANSVAAL).

Let wel.—Indien nodig kan twee reëls vir enige werknemer gebruik word.

ALFABETIESE WERKNEMERSREGISTER.

Volle naam van werknemer. (Moet asseblief nie die vanne van Naturelle weglaat nie.)	Inklok- of register- nommer.	Raad se kaart- nommer.	Persoonsnommer.	Datum waarop werk vir die firma begin is.	Klassifikasie toe by die firma begin is.	Lone by aanvang.	Datum waarop diens by die firma beëindig is.	Klassifikasie by beëindiging by firma.	Loon by beëindiging.

ANNEXURE G.

INDUSTRIAL COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (TRANSVAAL).

ANNUAL LEAVE REGISTER.

NOTE.—If necessary, more than one line may be used for any one employee.

Full Name of Employee. (Please include surnames of Natives.)	Clock or Register No.	Council's Card No.	Personal Identity No.	Classifica- tion at time of engage- ment.	Date Started Work for Firm.	During 19_____			During 19_____			During 19_____			During 19_____		
						Rate of Pay at time of Leave.	Date Annual Leave Com- menced.	Amount of Leave Pay Paid.	Rate of Pay at time of Leave.	Date Annual Leave Com- menced.	Amount of Leave Pay Paid.	Rate of Pay at time of Leave.	Date Annual Leave Com- menced.	Amount of Leave Pay Paid.	Rate of Pay at time of Leave.	Date Annual Leave Com- menced.	Amount of Leave Pay Paid.

AANHANGSEL G.

NYWERHEIDSRAAD VIR DIE WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF (TRANSVAAL).

JAARLIKSE VERLOFREGISTER.

LET WEL.—Indien nodig kan meer as een reël vir enige werknemer gebruik word.

Volle naam van werknemer. (Sluit asseblief die vanne van Naturelle in.)	Inklok- of Register- nommer.	Raad se kaart- nommer.	Persoons- nommer.	Klassifi- kasie ten tye van indiens- neming.	Datum waarop werk vir firma begin is.	Gedurende 19_____			Gedurende 19_____			Gedurende 19_____			Gedurende 19_____		
						Besol- diging- skaal ten tye van verlof.	Datum waarop jaarlikse verlof begin het.	Bedrag van verlof- besol- diging betaal.	Besol- diging- skaal ten tye van verlof.	Datum waarop jaarlikse verlof begin het.	Bedrag van verlof- besol- diging betaal.	Besol- diging- skaal ten tye van verlof.	Datum waarop jaarlikse verlof begin het.	Bedrag van verlof- besol- diging betaal.	Besol- diging- skaal ten tye van verlof.	Datum waarop jaarlikse verlof begin het.	Bedrag van verlof- besol- diging betaal.

ANNEXURE F.

INDUSTRIAL COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (TRANSVAAL).

Note: If necessary, two lines may be used for any one Employee.

ALPHABETICAL EMPLOYEE'S REGISTER.

Full Name of Employee. (Please do not omit Surnames of Natives.)	Clock or Register No.	Council's Card No.	Personal Identity No.	Date Started Work for Firm.	Classification on Starting with Firm	Wages on Starting.	Date Left Service of Firm.	Classification on Leaving Firm.	Wages on Leaving.

AANHANGSEL F.

NYWERHEIDSRAAD VIR DIE WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF (TRANSVAAL).

Let wel.—Indien nodig kan twee reëls vir enige werknemer gebruik word.

ALFABETIESE WERKNEMERSREGISTER.

Volle naam van werknemer. (Moet asseblief nie die vanne van Naturelle weglaat nie.)	Inklók- of register- nommer.	Raad se kaart- nommer.	Persoonsnommer.	Datum waarop werk vir die firma begin is.	Klassifikasie toe by die firma begin is.	Lone by aanvang.	Datum waarop diens by die firma beëindig is.	Klassifikasie by beëindiging by firma.	Loon by beëindiging.

ANNEXURE G.

INDUSTRIAL COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (TRANSVAAL).

ANNUAL LEAVE REGISTER.

NOTE.—If necessary, more than one line may be used for any one employee.

Full Name of Employee. (Please include surnames of Natives.)	Clock or Register No.	Council's Card No.	Personal Identity No.	Classification at time of engagement.	Date Started Work for Firm.	During 19_____			During 19_____			During 19_____			During 19_____		
						Rate of Pay at time of Leave.	Date Annual Leave Com-menced.	Amount of Leave Pay Paid.	Rate of Pay at time of Leave.	Date Annual Leave Com-menced.	Amount of Leave Pay Paid.	Rate of Pay at time of Leave.	Date Annual Leave Com-menced.	Amount of Leave Pay Paid.	Rate of Pay at time of Leave.	Date Annual Leave Com-menced.	Amount of Leave Pay Paid.

AANHANGSEL G.

NYWERHEIDSRAAD VIR DIE WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF (TRANSVAAL).

JAARLIKSE VERLOFREGISTER.

LET WEL.—Indien nodig kan meer as een reël vir enige werknemer gebruik word.

Volle naam van werknemer. (Sluit asseblief die vanne van Naturelle in.)	Inklok- of Register- nommer.	Raad se kaart- nommer.	Persoons- nommer.	Klassifi- kasie ten tye van indiens- neming.	Datum waarop werk vir firma begin is.	Gedurende 19_____			Gedurende 19_____			Gedurende 19_____			Gedurende 19_____		
						Besol- diging- skaal ten tye van verlof.	Datum waarop jaarlikse verlof begin het.	Bedrag van verlof- besol- diging betaal.	Besol- diging- skaal ten tye van verlof.	Datum waarop jaarlikse verlof begin het.	Bedrag van verlof- besol- diging betaal.	Besol- diging- skaal ten tye van verlof.	Datum waarop jaarlikse verlof begin het.	Bedrag van verlof- besol- diging betaal.	Besol- diging- skaal ten tye van verlof.	Datum waarop jaarlikse verlof begin het.	Bedrag van verlof- besol- diging betaal.

No. R. 1762.] [30 October 1964.
WAR MEASURES ACT, 1940.

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

LAUNDRY, DRY CLEANING AND DYEING TRADE
(TRANSVAAL).

On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, in terms of sub-
regulation (1) of regulation 4 of the regulations published
under War Measure No. 43 of 1942, as amended, hereby
suspend the operation of the said regulations in respect
of all employees for whom wages are prescribed in the
Agreement for the Laundry, Dry Cleaning and Dyeing
Trade (Transvaal) published under Government Notice
No. R. 1760 of 30th October, 1964.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 1761.] [30 October 1964.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

LAUNDRY, DRY CLEANING AND DYEING TRADE
(TRANSVAAL).

On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, in terms of sub-
section (1) of section *twenty-two* of the Factories,
Machinery and Building Work Act, 1941, as amended,
declare the provisions of the Agreement and notice relating
to the Laundry, Dry Cleaning and Dyeing Trade, pub-
lished under Government Notice No. R. 1760 of the 30th
October, 1964, to be, on the whole, not less favourable to
the persons whose hours of work and remuneration in
respect of overtime, public holidays and work on Sundays
and public holidays are regulated thereby, than the
relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 1763.] [30 October 1964.
INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

LAUNDRY, DRY CLEANING AND DYEING TRADE
(TRANSVAAL).

SICK BENEFIT FUND.

On behalf of the Minister of Labour, I, MARAIS VILJOEN,
Deputy-Minister of Labour, hereby—

(a) in terms of paragraph (a) of sub-section (1) of
section *forty-eight* of the Industrial Conciliation
Act, 1956, as amended, declare that the provisions
of the Agreement which appears in the Schedule
hereto and which relates to the Laundry, Dry
Cleaning and Dyeing Trade, shall be binding from
the 23rd November, 1964 and for the period ending
three years from the said date, upon the employers'
organisations and the trade unions which entered
into the said Agreement and upon the employers
and employees who are members of those organisa-
tions or those unions;

(b) in terms of paragraph (b) of sub-section (1) of
section *forty-eight* of the said Act, declare that
the provisions of the said Agreement, excluding
those contained in clauses 1 (a), 2 and 14, shall
be binding from the 23rd November, 1964 and for
the period ending three years from the said date,
upon all employers and employees other than those
referred to in paragraph (a) of this notice, engaged
or employed in the said Trade in the Municipal
Area of Johannesburg; and

No. R. 1762.] [30 Oktober 1964.
WET OP OORLOGSMAATREËLS, 1940.

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

WASSERY-, DROOGSKOONMAAK- EN KLEUR-
BEDRYF (TRANSVAAL).

Namens die Minister van Arbeid, skort ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby kragtens
subregulasie (1) van regulasie 4 van die regulasies wat by
Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubli-
seer is, die bepalings van genoemde regulasies op ten
opsigte van alle werknemers vir wie lone voorgeskryf word
in die Ooreenkoms vir die Wassery-, Droogskoonmaak-
en Kleurbedryf (Transvaal) wat by Goewermentskennis-
gewing No. R. 1760 van 30 Oktober 1964 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1761.] [30 Oktober 1964.
WET OP FABRIEKE, MASJINERIE EN BOUWERK
1941, SOOS GEWYSIG.

WASSERY-, DROOGSKOONMAAK- EN KLEUR-
BEDRYF (TRANSVAAL).

Namens die Minister van Arbeid, verklaar ek, MARAIS
VILJOEN, Adjunk-Minister van Arbeid, kragtens subartikel
(1) van artikel *twee-en-twintig* van die Wet op Fabriek-
Masjinerie en Bouwerk, 1941, soos gewysig, dat die
bepalings van die Ooreenkoms en kennisgewing in verband
met die Wassery-, Droogskoonmaak- en Kleurbedryf,
gepubliseer by Goewermentskennisgewing No. R. 1760
van 30 Oktober 1964, oor die algemeen vir persone
wie se werkure en besoldiging ten opsigte van oortyd,
openbare feesdae en werk op Sondae en openbare feesdae
daarby gereël word, nie minder gunstig is nie as die oor-
eenstemmende bepalings van genoemde Wet, soos
gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1763.] [30 Oktober 1964.
WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

WASSERY-, DROOGSKOONMAAK- EN KLEUR-
BEDRYF (TRANSVAAL)

SIKTEBYSTANDSFONDS.

Namens die Minister van Arbeid, verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby—

(a) kragtens paragraaf (a) van subartikel (1) van artikel
agt-en-veertig van die Wet op Nywerheidsver-
soening, 1956, soos gewysig, dat die bepalings van
die Ooreenkoms wat in die Bylae hiervan verskyn
en op die Wassery-, Droogskoonmaak- en Kleur-
nywerheid betrekking het, vanaf 23 November 1964
en vir die tydperk wat drie jaar vanaf genoemde
datum eindig, bindend is vir die werkgewersorgani-
sasies en vakverenigings wat genoemde Ooreenkoms
aangegaan het en vir die werkgewers en werknemers
wat lede van daardie organisasies of daardie ver-
enigings is; en

(b) kragtens paragraaf (b) van subartikel (1) van artikel
agt-en-veertig van genoemde Wet dat die bepalings
van genoemde Ooreenkoms, uitgesonderd dié ver-
vat in klousules 1 (a), 2 en 14 vanaf 23 November
1964 en vir die tydperk wat drie jaar vanaf
genoemde datum eindig, bindend is vir alle ander
werkgewers en werknemers as dié vermeld in
paragraaf (a) van hierdie kennisgewing, wat
betrokke is by of in diens is in genoemde Bedryf
in die munisipale gebied van Johannesburg; en

(c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Municipal Area of Johannesburg and from the 23rd November, 1964 and for the period ending three years from the said date the provisions of the said Agreement, excluding those contained in clauses 1 (a), (2) and 14, shall *mutatis mutandis* be binding upon all Bantu employed in the said trade by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (TRANSSVAAL).

SICK BENEFIT FUND AGREEMENT

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

Transvaal Launderers', Cleaners' and Dyers' Association
and

Johannesburg Dry Cleaners' and Dyers' Association

hereinafter called the "employers" or "employers' organisations", of the one part, and the

National Union of Laundering, Cleaning and Dyeing Workers
and

Laundry, Cleaning and Dyeing Workers' Union of South Africa
hereinafter called "the employees" or "the trade unions", of the other part,

being the parties to the Industrial Council for the Laundry, Dry Cleaning and Dyeing Trade (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Municipal area of Johannesburg by all employers who are members of the Employers' Organisations and engaged in the Laundry, Dry Cleaning and Dyeing Trade, and by all employees who are members of the Trade Unions and employed in the said Trade.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in any Agreement of the Council which has been declared binding under the Act and who are in receipt of a wage not exceeding R37.50 (thirty-seven rand fifty cents) per week or R162.50 (one hundred and sixty-two rand fifty cents) per month.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour and shall remain in force for a period of three years thereafter or for such period as the Minister may decide.

3. DEFINITIONS.

Any terms used in this Agreement which are defined in the Act shall have the same meaning as in the Act; and unless inconsistent with the context, terms which have already been defined in any Agreement of the Council in which minimum wages are prescribed and which has been declared binding under the Act shall have the same meaning in this Agreement. 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;

"casual employee" means an employee who is employed by the same employer for not more than two days in any one week;

"Council" means the Industrial Council for the Laundry, Dry Cleaning and Dyeing Trade (Transvaal), registered or deemed to be registered in terms of the Industrial Conciliation Act, 1956;

"Fund" means the Society known as the Transvaal Laundry and Dry Cleaning Workers' Sick Benefit Fund;

"Management Committee" or "Committee" means the Committee appointed to administer the Fund in accordance with the provisions of clause 4 of this Agreement;

"Minister" means the Minister of Labour;

"Trade" or "Laundry, Dry Cleaning and Dyeing Trade" means, without in any way limiting the ordinary meaning of the expression, the trade carried on in establishments where articles are laundered, cleaned or dyed to the order of customers, and shall include depots where such articles are received in order to be laundered, cleaned or dyed to the order of customers, but excludes the dyeing of fur pelts;

"wage" means the consolidated wage (i.e. the basic wage plus cost-of-living allowance) payable to an employee in money in respect of his ordinary hours of work, or such higher amount as an employer regularly pays an employee in respect of his ordinary hours of work, but excludes an incentive bonus or commission.

(c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet dat die bepalinge van genoemde Ooreenkoms, uitgesonderd die vervat in klousules 1 (a), 2 en 14, vanaf 23 November 1964 en vir die tydperk wat drie jaar vanaf genoemde datum eindig, in die munisipale gebied van Johannesburg *mutatis mutandis* bindend is vir alle Bantoes wat in genoemde bedryf in diens is by dié werkgewers vir wie enigeen van genoemde bepalinge ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE WASSERY-, DROOGSKOON-MAAK- EN KLEURBEDRYF (TRANSSVAAL).

SIKTEBYSTANDSFONDSOOREENKOMS

ingevoelge die bepalinge van die Wet op Nywerheidsversoenig, 1956, gesluit en aangegaan deur en tussen die

Transvaal Launderers', Cleaners' and Dyers' Association
en

Johannesburg Dry Cleaners and Dyers' Association

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

National Union of Laundering, Cleaning and Dyeing Workers
en

Laundry, Cleaning and Dyeing Workers' Union of South Africa
(hieronder die „werknemers” of die „vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalinge van hierdie Ooreenkoms moet in die Munisipale Gebied van Johannesburg nagekom word deur alle werkgewers wat lede van die werkgewersorganisasies is en wat betrokke is by die Wassery-, Droogskoonmaak- en Kleurbedryf, en deur alle werknemers wat lede van die vakverenigings is en in genoemde Bedryf werksaam is.

(b) Ondanks die bepalinge van subklousule (a), is die bepalinge van hierdie Ooreenkoms van toepassing alleenlik ten opsigte van werknemers vir wie lone voorgeskryf word in enige Ooreenkoms van die Raad wat ingevolge die Wet bindend verklaar is, en wat 'n loon van hoogstens R37.50 (sewe-en-dertig rand vyftig sent) per week of R162.50 (eenhonderd twee-en-sestig rand vyftig sent) per maand ontvang.

2. GELDIGHEIDSTERMYN VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid mag vasstel en bly daarna van krag vir 'n tydperk van drie jaar of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet; en, tensy onbestaanbaar met die sinsverband, het uitdrukkings wat alreeds omskryf is in 'n Ooreenkoms van die Raad waarin minimum lone voorgeskryf word en wat verklaar is bindend ingevolge die Wet te wees, dieselfde betekenis in hierdie Ooreenkoms. 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 sinsverband, beteken—

„Wet” die Wet op Nywerheidsversoenig, 1956;

„los werknemer” 'n werknemer wat vir hoogstens twee dae in 'n bepaalde week by dieselfde werkgewer in diens is;

„Raad” die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal) wat ingevolge die bepalinge van die Wet op Nywerheidsversoenig, 1956, geregistreer is of geag word geregistreer te wees;

„Fonds” die Vereniging wat bekend staan as die Siektebystandsfonds van die Transvaalse Wassery- en Droogskoonmaakwerkers;

„Bestuurskomitee” of „Komitee” die Komitee wat aangestel is om die Fonds te administreer ooreenkomstig die bepalinge van klousule 4 van hierdie Ooreenkoms;

„Minister” die Minister van Arbeid;

„Bedryf” of „Wassery-, Droogskoonmaak- en Kleurbedryf”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die bedryf wat uitgeoefen word in bedryfsinrigtings waar artikels gewas, gestryk, skoongemaak of gekleur word volgens die bestellings van klante, en omvat dit ook depots waar sodanige artikels in ontvangs geneem word ten einde dit te laat was, stryk, skoonmaak of kleur volgens die bestellings van klante, maar omvat dit nie die kleur van pelse nie;

„loon” die gekonsolideerde loon (d.w.s. die basiese loon plus lewenskostoelae) wat in geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure of dié hoër bedrag wat die werkgewer gereed aan 'n werknemer betaal ten opsigte van sy gewone werkure, maar uitgesonderd 'n aansporingsbonus of 'n kommissie.

4. ADMINISTRATION.

(1) There is hereby continued a sick benefit Fund, as established previously between employers and employees in the Trade, known as the Transvaal Laundry and Dry Cleaning Workers' Sick Benefit Fund, in this Agreement referred to as the "Fund".

(2) The Fund shall be financed out of contributions referred to in clause 7 of this Agreement and the assets of the existing Sick Benefit Fund originally established under Government Notice No. 15 of the 8th January, 1943.

(3) The affairs of the Fund shall be administered by a management committee appointed by the Council and consisting of the following:—

- (a) In the event of the Chairman of the Council being an independent person, the Chairman and the two vice-Chairmen of the Council plus two additional representatives of the employers on the Council and two representatives of the employees thereon, who may be either principal representatives or alternates of such employers and employees, respectively.
- (b) In the event of the Chairman of the Council being a representative of the employers or employees, the Chairman and the Vice-Chairman of the Council plus two additional representatives of the employers on the Council and two representatives of the employees thereon, who may be either principal representatives or alternates of such employers and employees, respectively.
- (c) The Chairman and vice-Chairman (or vice-Chairmen, as the case may be) of the Council shall occupy these posts also on the management committee. In the event of the Chairman being an independent person, he shall not be entitled to vote at meetings of the committee.
- (d) The Council may appoint from amongst its principal or alternate representatives up to the total of six alternate members of the Management Committee, provided that for each alternate member of the Committee who is a representative or alternate of the employers on the Council, the Council shall appoint one alternate member who is a representative or alternate of the employees on the Council, and vice-versa.
- (e) In the event of any member of the Management Committee ceasing to be a member of the Council for any reason, he shall [subject to the provisions of sub-clause (2) of clause 12] also cease to be a member of the Committee.
- (f) Subject to the provisions of sub-clause (2) of clause 12 and of sub-clauses (a), (b), (c) and (d) of this clause, any vacancy which may occur in the Committee shall be filled by the Council.
- (4) Subject to the provisions of the Act and of this Agreement, the Council shall adopt a constitution for the administration of the Fund, such constitution to contain provisions in respect of the following matters:—
 - (a) The headquarters of the Fund;
 - (b) the powers and duties of the presiding officer;
 - (c) the powers and duties of the Management Committee, which shall include the power to appoint a Secretary and employ such additional staff as may be deemed desirable in the interests of the Fund, and to determine their duties and conditions of employment;
 - (d) the holding of meetings of the Management Committee, including provisions relating to a quorum for and the frequency of meetings, the holding of special meetings and the voting procedure at meetings;
 - (e) the settlement of disputes between members of the Fund and the Management Committee, and the handling of complaints lodged by members.
- (5) The constitution referred to in sub-clause (4) of this clause may also contain provisions for the detailed administration of the Fund and such further matters as may be deemed desirable.
- (6) The constitution of the Fund may be amended by the Council at any time.
- (7) Two copies of the constitution of the Fund and of all amendments thereto shall be lodged with the Secretary for Labour, Pretoria.
- (8) Should at any time a dispute arise as to the provisions of the constitution of the Fund or the administration of the Fund in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council, and failing a settlement by the Council the latter shall consider the question of arbitration in terms of its constitution.

5. OBJECTS.

The objects of the Fund shall be—

- (a) to raise funds—
 - (i) by contributions from employees and employers as provided in clause 7 of this Agreement; and
 - (ii) by such other means as the Management Committee may deem desirable having regard to the purposes of the Fund;
- (b) to provide members of the Fund with such benefits as are laid down in this Agreement.

4. ADMINISTRASIE.

(1) Hierby word 'n siektebystandsfonds voortgesit wat voorheen tussen die werkgewers en werknemers in die Bedryf bestaan het en wat as die Siektebystandsfonds van die Transvaalse Wassery- en Droogskoonmakerswerkers bekend staan en in hierdie Ooreenkoms die „Fonds” genoem word.

(2) Die Fonds word gefinansier uit die bydraes soos in klousule 7 van hierdie Ooreenkoms bedoel en uit die bates van die bestaande Siektebystandsfonds wat oorspronklik by Goewermentiskennissgewing No. 15 van 8 Januarie 1943 gestig is.

(3) Die sake van die Fonds word geadminestreer deur 'n Bestuurskomitee wat deur die Raad aangestel is en wat uit die volgende bestaan:—

- (a) Ingeval die Voorsitter van die Raad 'n onafhanklike persoon is, die Voorsitter en die twee Ondervoorsitters van die Raad plus twee addisionele verteenwoordigers van die werkgewers in die Raad en twee verteenwoordigers van die werknemers in die Raad, wat of die hoofvertenwoordigers of die sekondusse van sodanige verteenwoordigers van onderskeidelik die werkgewers en die werknemers mag wees.
- (b) Ingeval die Voorsitter van die Raad 'n verteenwoordiger van die werkgewers of die werknemers is, die Voorsitter en die Ondervoorsitter van die Raad plus twee addisionele verteenwoordigers van die werkgewers in die Raad en twee verteenwoordigers van die werknemers in die Raad, wat of die hoofvertenwoordigers of die sekondusse van sodanige verteenwoordigers van of die werkgewers of die werknemers mag wees.
- (c) Die Voorsitter en Ondervoorsitter (of Ondervoorsitters, na gelang van die geval) van die Raad beklee hierdie poste ook in die Bestuurskomitee. Ingeval die Voorsitter 'n onafhanklike persoon is, is hy nie daarop geregtig om op vergaderings van die Komitee te stem nie.
- (d) Die Raad mag uit die geledere van sy hoofvertenwoordigers of hul sekondusse hoogstens ses sekondusse van die Bestuurskomitee aanstel; met dien verstande dat, vir elke sekondus van die Komitee wat 'n verteenwoordiger of 'n sekondus van die werkgewers in die Raad is, die Raad een sekondus wat 'n verteenwoordiger of 'n sekondus van die werknemers in die Raad is, moet aanstel, en omgekeerd.
- (e) Ingeval 'n lid van die Bestuurskomitee om die een of ander rede nie meer lid van die Raad is nie, is hy, behoudens die bepalings van subklousule (2) van klousule 12, ook nie meer lid van die Komitee nie.
- (f) Behoudens die bepalings van subklousule (2) van klousule 12 en van subklousule (a), (b), (c) en (d) van hierdie klousule, word alle vakatures wat in die Komitee mag ontstaan, deur die Raad gevul.
- (4) Behoudens die bepalings van die Wet en hierdie Ooreenkoms, moet die Raad 'n konstitusie vir die administrasie van die Fonds aanvaar, en sodanige konstitusie moet bepalings ten opsigte van die volgende sake bevat:—
 - (a) Die Hoofkantoor van die Fonds;
 - (b) die bevoegdhede en pligte van die voorsittende amptenaar;
 - (c) die bevoegdhede en pligte van die Bestuurskomitee, wat o.a. bestaan uit die bevoegdheid om 'n sekretaris aan te stel en dié addisionele personeel in diens te neem wat in die belang van die Fonds wenslik geag word en om hul pligte en diensvoorwaardes te bepaal;
 - (d) die hou van vergaderings van die Bestuurskomitee, met inbegrip van bepalings betreffende 'n kworum vir vergaderings en die vraag hoe dikwels sodanige vergaderings gehou moet word, die hou van spesiale vergaderings en die stempresedure op vergaderings;
 - (e) die beslegting van geskille tussen lede van die Fonds en die Bestuurskomitee en dié hantering van klagtes wat deur lede ingedien is.
- (5) Die konstitusie soos in subklousule (4) van hierdie klousule bedoel, mag ook breedvoerige bepalings vir die administrasie van die Fonds en dié ander sake bevat wat wenslik geag word.
- (6) Die Raad mag die konstitusie van die Fonds te eniger tyd wysig.
- (7) Twee kopieë van die Fonds en van alle wysigings daarvan moet by die Sekretaris van Arbeid, Pretoria, ingedien word.
- (8) Indien daar te eniger tyd 'n geskil ontstaan omtrent die bepalings van die konstitusie van die Fonds of die administrasie van die Fonds in verband waarmee lede van die Bestuurskomitee voor 'n dooie punt te staan kom, moet die saak na die Raad verwys word, en indien die Raad nie daarin slaag om dit te besleg nie, moet hy die vraag oorweeg of die geskil ooreenkomsdig sy konstitusie en arbitrasie onderwerp moet word.

5. OOGMERKE.

Die oogmerke van die Fonds is—

- (a) om fondse in te samel—
 - (i) by wyse van bydraes van die werknemers en werkgewers, soos in klousule 7 van hierdie Ooreenkoms bepaal; en
 - (ii) op dié ander maniere wat die Bestuurskomitee met inagneming van die oogmerke van die Fonds wenslik mag ag;
- (b) om dié bystand wat in hierdie Ooreenkoms voorgeskryf word, aan lede van die Fonds te verskaf.

6. MEMBERSHIP OF THE FUND.

Every employee who is employed in the Trade and who is covered by this Agreement shall be a member of this Fund, provided that casual employees and employees in respect of a wage exceeding R130 (one hundred and thirty rand) per month or R30 (thirty rand) per week shall not be eligible for membership.

7. CONTRIBUTIONS

(1) For the purpose of the Fund each employer shall on each pay day, as from the first pay day after this Agreement comes into operation, deduct from the wages of each employee covered by this Agreement and who has worked in any week, an amount of—

- (a) five cents (5c) per week in the case of an employee receiving a wage of less than ten rand (R10) per week;
- (b) ten cents (10c) per week in the case of an employee receiving a wage of ten rand (R10) or more but less than fourteen rand (R14) per week;
- (c) fifteen cents (15c) per week in the case of an employee receiving a wage of fourteen rand (R14) or more per week;

(2) Deductions shall be made from payments received by an employee for periods of paid leave of absence and paid holidays as though the employee concerned were present at work in the normal way.

(3) The total amount so deducted from employees, together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Fund on or before the 7th day of the month succeeding the month during which the deductions were made or required to be made, together with a statement showing the number and names of employees in each pay group from whom deductions were made or required to be made.

8. BENEFITS.

Subject to the limitations and conditions set out in clause 9, members shall be entitled to the following benefits:—

(1) The minimum benefits shall be as follows:—

- (a) A member who has made not less than thirteen consecutive weekly payments to the Fund in terms of clause 7 of this Agreement and who, because of sickness, is unable to work for a period of three consecutive working days or more, shall, on the production of a medical certificate, be paid for the period of working time lost by him, sick pay calculated at the rate of one half of his wage or of R10 (ten rand) per week, whichever is the lesser amount; provided that no payment shall be made under this sub-clause for any period of such absence from work in excess of ten weeks during any calendar year;
- (b) in the case of a member who has made not less than one weekly payment to the Fund in terms of clause 7 of this Agreement—
 - (i) free medical attention and the services of a general practitioner shall be provided by the Fund's duly appointed doctor/s;
 - (ii) free medicines shall be provided on prescriptions from the Fund's duly appointed doctor/s;
 - (iii) free dental services shall be provided by the Fund's duly appointed dentist/s; provided that such services shall be confined to examinations, prophylaxis, extractions, fillings, X-rays and full or partial clearance under general anaesthesia and shall exclude gold work and dentures;
 - (iv) free optical examinations by the Fund's duly appointed optician/s;
 - (v) the cost of conveyance of a member by ambulance to or from a hospital or nursing home.

(2) The following additional benefits may be granted by the Fund in the discretion of the Management Committee and to an extent as may be determined by the Management Committee from time to time, in respect of members who have made not less than one weekly payment to the Fund in terms of clause 7 of this Agreement, viz:—

- (a) Portion of the cost of dentures, provided that such dentures are supplied by the Fund's duly appointed dentist/s;
- (b) portion of the cost of spectacles, provided that such spectacles are supplied by the Fund's duly appointed optician/s;
- (c) the cost of physiotherapy services, subject to a maximum of R10 for any one course of treatment and provided that such services are rendered by the Fund's duly appointed physiotherapist/s;
- (d) the cost of fees paid by members for any services rendered to them in the outpatients' department of any hospital or clinic of the Transvaal Provincial Administration.

6. LIDMAATSKAP VAN DIE FONDS.

Elke werknemer wat in die Bedryf werkzaam is en op wie hierdie Ooreenkoms van toepassing is, is lid van hierdie Fonds; met dien verstande dat los werknemers en werknemers wat 'n loon van meer as R130 (honderd-en-dertig rand) per maand of R30 (dertig rand) per week ontvang, nie vir lidmaatskap in aanmerking mag kom nie.

7. BYDRAES.

(1) Vir die doel van die Fonds moet elke werkgever op elke betaaldag met ingang van die eerste betaaldag na die inwerking-treding van hierdie Ooreenkoms, van die loon van elke werknemer op wie hierdie Ooreenkoms van toepassing is en wat in 'n bepaalde week gewerk het, 'n bedrag af trek van—

- (a) vyf sent (5c) per week in die geval van 'n werknemer wat minder as tien rand (R10) per week ontvang;
- (b) tien sent (10c) per week in die geval van 'n werknemer wat tien rand (R10) of meer maar minder as veertien rand (R14) per week ontvang;
- (c) vyftien sent (15c) per week in die geval van 'n werknemer wat veertien rand (R14) of meer per week ontvang.

(2) Bedrae moet van dié betalings wat 'n werknemer ontvang vir tydperke van verlof met betaling en vakansiedae met betaling, afgetrek word asof die betrokke werknemer op die gewone manier aan die werk was.

(3) Die totale bedrag aldus van werknemers afgetrek, tesame met 'n bedrag wat daaraan gelyk is en wat deur die werkgever bygedra moet word, moet deur laasgenoemde aan die Sekretaris van die Fonds gestuur word voor of op die sewende dag van die maand wat volg op die maand waarin die bedrae afgetrek is of afgetrek moes word, tesame met 'n staat wat die getal persone, en hul name, in elke loongroep van wie bedrae afgetrek is of afgetrek moes gewees het, moet meld.

8. BYSTAND.

Behoudens die beperkings en voorwaardes vervat in klousule 9, is lede op die volgende bystand geregtig:—

(1) Die minimum bystand is soos volg:—

- (a) 'n Lid wat minstens dertien agtereenvolgende weeklikse bydraes tot die Fonds betaal het ooreenkomstig klousule 7 van hierdie Ooreenkoms en wat, weens siekte, nie in staat is om vir 'n tydperk van drie agtereenvolgende werkdade of langer te werk nie, moet, by voorlegging van 'n geneeskundige sertifikaat ten opsigte van die werktyd wat hy verloor het, siekte-besoldiging betaal word wat bereken is teen die helfte van sy loon of wat te staan kom op R10 (tien rand) per week, naamlik die bedrag wat die kleinste is; met dien verstande dat geen bedrag ingevolge hierdie subklousule betaal mag word nie vir 'n tydperk van afwesigheid van werk wat langer as tien weke gedurende 'n kalenderjaar duur;
- (b) in die geval van 'n lid wat minstens een weeklikse bydrae tot die Fonds betaal het ooreenkomstig die bepalings van klousule 7 van hierdie Ooreenkoms—
 - (i) mediese behandeling en die dienste van 'n algemene praktisyn moet gratis verskaf word deur die behoorlik aangestelde dokter/dokters van die Fonds;
 - (ii) medisyne moet op voorskrif van die Fonds se behoorlik aangestelde dokter/dokters gratis verskaf word;
 - (iii) die Fonds se behoorlik aangestelde tandarts/tandartse moet tandheelkundige dienste gratis verskaf; met dien verstande dat sodanige dienste beperk word tot ondersoek, voorkomingswerk, tandverwydering, stopwerk, x-straalwerk en die gedeeltelike verwydering van tande, onder algemene narkose, maar uitgesonderd goudwerk en vals tande;
 - (iv) gratis oogondersoek deur die Fonds se behoorlik aangestelde oogkundige/oogkundiges;
 - (v) die koste verbonde aan die vervoer van 'n lid per ambulans na of van 'n hospitaal of verpleeg-inrigting.

(2) Ondergenoemde addisionele bystand mag na goedvinde van die Bestuurskomitee en in die mate wat die Bestuurskomitee van tyd tot tyd mag bepaal, verleen word ten opsigte van lede wat minstens een weeklikse bydrae ooreenkomstig die bepalings van klousule 7 van hierdie Ooreenkoms tot die Fonds betaal het, naamlik:—

- (a) 'n Gedeelte van die koste van vals tande mits sodanige vals tande verskaf word deur die Fonds se behoorlik aangestelde tandarts/tandartse;
- (b) 'n gedeelte van die koste van 'n bril mits sodanige bril verskaf word deur die Fonds se behoorlik aangestelde oogkundige/oogkundiges;
- (c) die koste van fisioterapeutiese dienste, behoudens 'n maksimum van R10 vir 'n bepaalde behandelings-kursus en mits sodanige dienste gelewer word deur die Fonds se behoorlik aangestelde fisioterapeut/fisioterapeute;
- (d) die gelde wat lede betaal het vir enige diens wat in die buit pasiëntafdeling van 'n hospitaal of kliniek van die Transvaalse Provinsiale Administrasie aan hulle gelewer is.

- (3) Notwithstanding any provisions of sub-clauses (1) and (2) of this clause, the Management Committee may, if in its opinion the resources of the Fund justify it, extend or increase the minimum benefits therein set out, or relax any of the qualifying conditions; the said Committee being entitled to exercise such discretion in respect of any individual member or any portion of the membership or of all the members.

9. LIMITATION OF BENEFITS.

(1) Members shall not receive from the Fund any benefits if they have, in respect of the same indisposition, received or are entitled to receive benefits in terms of the Workmen's Compensation Act, 1941, as amended.

(2) A member who has been off work for a period of six consecutive months or more, because of sickness and/or other reasons, shall have no further claim upon the Fund; provided that on resuming work in the Trade such member shall be regarded as a new member of the Fund for all purposes.

(3) Medical attention and service shall not include obstetrics, major surgery, X-ray treatment, midwifery, electrical treatment and anaesthetics; provided that treatment in the case of a miscarriage shall be included in the benefits of the Fund.

(4) No sick pay shall be payable to any member who is unemployed.

(5) A member who becomes ill as a result or by reason of misconduct, excessive indulgence in intoxicating liquors, addiction to drugs, contracting venereal disease, or by his own negligence, shall not be entitled to any benefits (including sick pay) by reason of such illness.

(6) A member who has prescriptions made up which are not issued by a medical officer of the Fund, shall have no claims upon the Fund in respect of such prescriptions.

(7) The Fund is not responsible for any hospital, nursing home or operation fees, nor for payment of accounts submitted by practitioners not appointed by the Fund; provided that members living outside the area of Johannesburg Municipality shall be entitled to call in any doctor, not a specialist, for two visits in respect of any one illness, for which the Fund shall pay their fees.

(8) A claim for sick pay shall only be valid if it has been submitted to the Fund within sixty days from the date of completion of the period of absence from work to which the claim refers, unless the Management Committee agrees to grant an extension of this time limit.

(9) Notwithstanding the provisions of this clause, the Management Committee may, if in its opinion the resources of the Fund justify it and subject to clause 11 (1) of this Agreement, by resolution, for any period specified by it or until further resolution, relax any of the qualifying conditions or waive or modify any of the prohibitions, limitations or restrictions in this clause contained, other than those referred to in sub-clauses (1) and (5), and during the period of operation of any such resolution all members qualifying in terms thereof shall be entitled to the benefits of any such waivers or modifications.

10. SPECIAL DEDUCTIONS.

(1) Where any member of the Fund desires to obtain dental and/or optical services through the assistance of the Fund and the member is required to make a payment in respect of such services, either in full or in part, the Management Committee may authorise in its discretion, the acceptance from such member of a stop order duly signed by him, authorising his employer to deduct from his wages the amount involved, either in one lump sum or by instalments.

(2) Upon receipt of a stop order such as referred to in (1) above, the employer shall deduct the amounts stated therein from the wages of the employee concerned and forward the full amount so deducted during any one month to the Secretary of the Fund, within seven (7) days of the last pay day of that month.

11. FINANCIAL CONTROL.

(1) Payment of benefits as set out in clause 8 of this Agreement shall be suspended whenever the amount standing to the credit of the Fund falls below R1,000 (one thousand rand) and shall not recommence until the sum standing to the credit of the Fund has reached the sum of R3,000 (three thousand rand).

(2) (a) The Secretary of the Fund shall number consecutively all valid applications for benefits received by him, in the order in which he has received them, during any period while payment of benefits has been suspended in terms of sub-clause (1) of this clause (hereinafter referred to as the period of suspension of benefits), and shall retain such applications for attention in terms of paragraph (b) of this sub-clause.

(b) Whenever payment of benefits has been resumed after a period of suspension of benefits, as set out in sub-clause (1) of this clause, priority of payment of claims shall be given to those valid applications which were received during the said period, and the said applications shall be met in the numerical order in which they were received, as referred to in paragraph (a) of this sub-clause.

- (3) Ondanks die bepalings van subklousule (1) en (2) van hierdie klousule mag die Bestuurskomitee, indien hy van mening is dat die Fonds sterk genoeg is om dit te regverdig, die minimum bystand wat hierin voorgeskryf word, verhoog of enigeen van die kwalifiserende voorwaardes verslap; en genoemde komitee is bevoeg om sodanige diskresie uit te oefen ten opsigte van 'n bepaalde individuele lid of 'n gedeelte van die ledetal of al die lede.

9. BEPERKING VAN BYSTAND.

(1) Lede ontvang geen bystand uit die Fonds nie indien hulle, ten opsigte van dieselfde ongesteldheid, voordele ingevolge die Ongevallewet, 1941, soos gewysig, ontvang het of daarop geregtig is om dit te ontvang.

(2) 'n Werknemer wat weens siekte en/of ander redes vir 'n tydperk van ses agtereenvolgende maande of langer van die werk afwesig was, het geen verdere aanspraak op die Fonds nie; met dien verstande dat, wanneer sodanige lid weer werk in die Bedryf aanvaar, hy vir alle doeleindes geag word 'n nuwe lid van die Fonds te wees.

(3) Geneeskundige behandeling en diens omvat nie verloskunde, groot chirurgiese werk, ex-straalbehandeling, vroedvrouwerk, elektriese behandeling en narkotiseerwerk nie; met dien verstande dat behandeling in die geval van 'n miskraam ingesluit word in die bystand wat die Fonds verleen.

(4) Geen siektebesoldiging is aan 'n lid wat werkloos is, betaalbaar nie.

(5) 'n Lid wat siek word as gevolg van of vanweë wangedrag, buitensporige drankgebruik, verslawing aan verdowingsmiddels, die opdoen van veneriese siekte of sy eie nalatigheid, is nie op bystand (met inbegrip van siektebesoldiging) vanweë sodanige siekte geregtig nie.

(6) 'n Lid wat voorskrifte laat opmaak wat nie deur 'n geneeskundige beaampte van die Fonds uitgereik is nie, het ten opsigte van sodanige voorskrifte geen aanspraak op die Fonds nie.

(7) Die Fonds is nie vir hospitaal-, verpleeginrigtings- of operasiegelde en ook nie vir die betaling van rekenings wat ingedien word deur praktisyns wat nie deur die Fonds aangestel is nie, aanspreeklik nie; met dien verstande dat lede wat buite die gebied van die Johannesburgse Munisipaliteit woonagtig is, daarop geregtig is om enige dokter wat nie 'n spesialis is nie, in te roep vir twee besoeke ten opsigte van 'n bepaalde siekte, waarvoor die Fonds dan die doktersgelde moet betaal.

(8) 'n Eis vir siektebesoldiging is geldig slegs as dit binne sesig dae vanaf die datum van verstryking van die tydperk van afwesigheid van werk waarop die eis betrekking het, by die Fonds ingedien word, tensy die Bestuurskomitee daarmee instem om hierdie tydgrens te verleng.

(9) Ondanks die bepalings van hierdie klousule, mag die Bestuurskomitee, indien die Fonds na sy mening sterk genoeg daarvoor is en behoudens die bepalings van klousule 11 (1) van hierdie Ooreenkoms, besluit om vir enige tydperk wat hy spesifiseer of totdat hy 'n verdere besluit neem, enigeen van die kwalifiserende voorwaardes te verslap of om enigeen van die verbodsbepalings, perke of beperkings soos in hierdie klousule vervat, te wysig of daarvan af te sien, uitgesonderd dié soos bedoel in subklousule (1) en (5), en gedurende die geldigheidstermyn van sodanige besluit is alle lede wat daarkragtens kwalifiseer, geregtig op die bystand wat by sodanige afsiening of wysiging verleen word.

10. SPESIALE AFTREKKINGS.

(1) Waar 'n lid tandheelkundige en/of oogkundige dienste met die hulp van die Fonds verlang en daar van die lid vereis word om ten opsigte van sodanige dienste of die volle bedrag of 'n gedeelte daarvan te betaal, mag die Bestuurskomitee na sy goedvinde magtiging daartoe verleen dat 'n aftrekorder, behoorlik deur sodanige lid onderteken, waarby sy werkgever gemagtig word om die betrokke bedrag of in een bedrag of in paaiemente van sy loon af te trek, van sodanige lid aangeneem word.

(2) By ontvangs van 'n aftrekorder soos in (1) hierbo bedoel, moet die werkgever die bedrae wat daarin gemeld word, van die loon van die betrokke werknemer aftrek en die volle bedrag aldus afgetrek gedurende 'n bepaalde maand, aan die Sekretaris van die Fonds stuur binne sewe (7) dae vanaf die laaste betaaldag van daardie maand.

11. FINANSIËLE BEHEER.

(1) Die betaling van bystand soos in klousule 8 van hierdie Ooreenkoms voorgeskryf, moet gestaak word wanneer die bedrag wat in die krediet van die Fonds staan, daal tot minder as R1,000 (eenduisend rand) en mag nie hervat word nie totdat die bedrag wat in die krediet van die Fonds staan, die bedrag van R3,000 (drieduisend rand) beloop.

(2) (a) Die Sekretaris van die Fonds moet alle geldige aansoeke om bystand wat hy ontvang, agtereenvolgens nommer in die volgorde waarin hy hulle ontvang het gedurende enige tydperk waarin die betaling van bystand ingevolge subklousule (1) van hierdie klousule opgeskort is (hieronder die „tydperk van bystandopskorting” genoem) en moet sodanige aansoeke oorhou vir aandaag ingevolge paragraaf (b) van hierdie subklousule.

(b) Wanneer bystand hervat is na 'n tydperk van bystandopskorting soos in subklousule (1) van hierdie klousule bedoel, moet daar voorkeur gegee word aan die betaling van eise ten opsigte van daardie geldige aansoeke wat gedurende genoemde tydperk ontvang is, en genoemde aansoeke moet afgehandel word in die numerieke volgorde, soos in paragraaf (a) van hierdie subklousule bedoel, waarin hulle ontvang is.

(3) A banking account or building society account shall be opened in the name of the Fund in which all moneys received by the Fund shall be deposited.

(4) All payments by the Fund shall be made by cheque or withdrawal form drawn on the banking account or building society account of the Fund, except for disbursements from petty cash which shall not exceed R2 (two rand) at a time. Withdrawals for petty cash purposes shall not exceed R10 (ten rand) at a time.

(5) Cheques or withdrawal forms drawn on the banking or building society or on any deposit or investment accounts of the Fund shall be signed on behalf of the Fund by the same signatories as are authorised by the Industrial Council to sign cheques drawn on the banking account of the Council.

(6) All moneys due to the Fund shall be remitted to the Secretary of the Fund for deposit in the Fund's banking or building society account.

(7) The Secretary of the Fund shall have the power to endorse all cheques and other documents on behalf of the Fund for deposit in the Fund account; provided that he or the Management Committee shall be entitled to appoint one or more Alternates who shall be entitled to make such endorsements on behalf of the Fund.

(8) All cheques drawn on the Fund's banking account shall be made payable to "order", and shall be crossed where circumstances permit.

(9) A public accountant or public accountants shall be appointed by the Management Committee for the purpose of auditing the accounts of the Fund at least once every year.

(10) Not later than the 31st March in each year, the public accountant or public accountants shall prepare or cause to be prepared or cause to be prepared a statement showing for the period ended 31st December preceding—

- (a) all moneys received by the Fund under the separate headings in terms of clause 7 of this Agreement and from any other sources;
- (b) the expenditure incurred under the separate headings.

(11) The public accountant or public accountants shall also prepare or cause to be prepared a balance sheet showing the assets and liabilities of the Fund for the period ended 31st December preceding.

(12) The audited statement and balance sheet, countersigned by the Chairman of the Council, together with the public accountant's or public accountants' report thereon, shall thereafter lie for inspection at the office of the Fund and copies thereof shall be transmitted to the Industrial Registrar, Pretoria, within three months of the 31st December each year.

(13) The Management Committee shall invest any surplus funds in a registered building society or post office savings account or in National Savings Certificates.

12. LIQUIDATION OR DISSOLUTION.

(1) In the event of the expiry of this Agreement by effluxion of time or for any other cause, the Fund shall continue to be administered by the Management Committee until the Fund be liquidated or be continued by a subsequent Agreement, provided that the Fund shall be liquidated unless an agreement providing for its continuation is entered into within a period of six months from the expiry of this Agreement.

(2) 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 the Act, the Management Committee at that time shall, subject to the approval of the Industrial Registrar in terms of the first proviso to section 34 (2) of the Act, continue to administer the Fund and the members of the Committee existing at that date shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Trade, as the case may be, so as to ensure an equality of employer and employee representation on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the 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 purposes.

(3) Upon liquidation of the Fund in terms of sub-clause (1) above, the moneys remaining to the credit of the Fund, after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council and if the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

13. INDEMNITY.

The members of the Management Committee and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in the bona fide discharge of their duties.

(3) 'n Bankrekening of bouverenigingrekening moet op die naam van die Fonds geopen word en alle gelde wat die Fonds ontvang, moet daarin gedeponeer word.

(4) Alle betalings deur die Fonds geskied per tjek of opvragingsvorm getrek op die bankrekening of bouverenigingrekening van die Fonds, behalwe in die geval van uitbetalings vir kleinkas wat hoogstens R2 (twee rand) op 'n slag mag bedra. Opvragings vir kleinkasdoeleindes mag hoogstens R10 (tien rand) op 'n slag bedra.

(5) Tjeks of opvragingsvorme getrek op die bank of bouvereniging of op enige deposito- of beleggingsrekening van die Fonds, moet namens die Fonds onderteken word deur dieselfde ondertekenaars as dié wat deur die Nywerheidsraad gemagtig is om tjeks te teken wat op die bankrekening van die Raad getrek is.

(6) Alle gelde wat aan die Fonds verskuldig is, moet aan die Sekretaris van die Fonds gestuur word vir deposito in die Fonds se bank- of bouverenigingrekening.

(7) Die Sekretaris van die Fonds is bevoeg om alle tjeks en ander dokumente namens die Fonds te endosseer vir deposito in die rekenings van die Fonds; met dien verstande dat hy of die Bestuurskomitee daarop geregtig is om een of meer plaasvervangers aan te stel wat geregtig is om sodanige endossemente namens die Fonds aan te bring.

(8) Alle tjeks wat op die Fonds se bankrekening getrek word, moet betaalbaar gemaak word aan „order” en moet, waar omstandighede dit toelaat, gekruis word.

(9) 'n Openbare rekenmeester of openbare rekenmeesters moet deur die Bestuurskomitee aangestel word om die rekenings van die Fonds minstens een maal elke jaar te auditeer.

(10) Die openbare rekenmeester of openbare rekenmeesters moet voor of op 31 Maart elke jaar 'n staat opstel of laat opstel wat die volgende ten opsigte van die jaar geëindig op die vorige 31ste Desember, toon:—

- (a) Alle gelde deur die Fonds uit alle bronne ontvang, aangehoort onder die verskillende hoofde soos in klousule 7 van hierdie Ooreenkoms bepaal;
- (b) die uitgawes wat onder die verskillende hoofde aangegaan is.

(11) Die openbare rekenmeester of openbare rekenmeesters moet ook 'n balansstaat opstel of laat opstel wat die bates en laste van die Fonds vir die tydperk geëindig die vorige 31ste Desember, toon.

(12) Die geauditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, tesame met die openbare rekenmeester of openbare rekenmeesters se verslag daaroor, moet daarna in die kantoor van die Fonds ter insae lê en kopieë daarvan moet binne drie maande na 31 Desember elke jaar aan die Nywerheidsregistrator, Pretoria, deurgestuur word.

(13) Die Bestuurskomitee moet alle surplusfondse belê in 'n geregistreerde bouvereniging of spaarsbankrekening of in Nasionale Spaarsertifikate.

12. LIKWIDASIE OF ONTBINDING.

(1) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede verval, moet die Fonds nog deur die Bestuurskomitee geadminestreer word totdat die Fonds gelikwdeer is of by 'n latere ooreenkoms voortgesit word; met dien verstande dat die Fonds gelikwdeer moet word tensy 'n ooreenkoms wat vir die voortsetting daarvan voorsiening maak, binne 'n tydperk van ses maande vanaf die verstryking van hierdie Ooreenkoms aangegaan word.

(2) Ingeval die Raad onttind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die Wet bindend is, moet die Bestuurskomitee wat dan bestaan, behoudens die goedkeuring van die Nywerheidsregistrator ooreenkomsig die eerste voorbehoudsbepaling van artikel vier-en-dertig (2) van die Wet, aanhou om die Fonds te administreer; en die lede van die Komitee wat op daardie datum bestaan, word vir sodanige doel geag lede daarvan te wees: Met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Registrator uit die geledere van die werkgewers of die werknemers in die Bedryf, na gelang van die geval, gevul mag word ten einde te verseker dat die getal werkgewers- en werknemersvertegenwoordigers 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 Registrator ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die Komitee.

(3) By die likwidasië van die Fonds ingevolge subklousule (1) hierbo, moet die gelde wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiekoste, betaal is, op die algemene fondse van die Raad gestort word, en as die sake van die Raad alreeds gelikwdeer en sy bates verdeel is, moet die saldo van die Fonds ooreenkomsig die bepaling van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

13. VRYWARING.

Die lede van die bestuurskomitee en die ampsdraers en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en word hierby deur die Fonds gevrywaar teen alle verliese en onkoste van hulle in die bona fide uitvoering van hul pligte gely en aangegaan het.

14. AGENTS.

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

15. EXEMPTIONS

(1) The Council may grant exemption to or in respect of any person from any of the provisions of this Agreement.

(2) The Council shall fix in respect of any person granted exemption under the provisions of sub-clause (1) above, 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 or persons concerned, withdraw any licence of exemption whether or not the period for which the 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—

- the full name of the person concerned;
- the provisions of the Agreement from which exemption is granted;
- the conditions fixed in accordance with the provisions of sub-clause (2) hereof subject to which such exemption is granted; and
- the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- number consecutively all licences issued;
- retain a copy of each licence issued; and
- 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 issued in terms of this clause.

(6) The Secretary of the Council shall forward to the Department of Labour a copy of all exemptions granted under this clause.

16. 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 each of his establishments, including receiving depots but excluding vehicles, in a place readily accessible to his employees.

17. ULTRA VIRES

Should any of the provisions of this Agreement be declared ultra vires by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of this Agreement.

Signed at Johannesburg on behalf of the parties this 31st day of March, 1964, in terms of section thirty-one of the Industrial Conciliation Act, 1956.

J. LEWIN,
Chairman of the Council.
G. P. DARWELL,
Vice-Chairman of the Council.
(MRS.) D. AFRICA,
Vice-Chairman of the Council.
M. KAGAN,
Secretary of the Council.

14. AGENTE.

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer en elke werknemer om sodanige agent of agente ooreenkomstig die bepalings van die Wet toe te laat om dié navrae te doen en dié boek en/of dokumente te ondersoek en beslag daarop te lê en dié persone te ondervra wat vir hierdie doel nodig mag wees.

15. VRYSTELLINGS.

(1) Die Raad mag aan of ten opsigte van enigeen vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling ooreenkomstig subklousule (1) hierbo verleen is, die voorwaarde stel waarop sodanige vrystelling verleen word en die tydperk bepaal waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit dienstig ag, na skriftelike kennisgewing van een week aan die betrokke persoon of persone, enige vrystellingsertifikaat mag intrek afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het al dan nie.

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

- Die volle naam van die betrokke persoon;
- die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- die voorwaardes wat kragtens subklousule (2) hiervan gestel is as dié waarop sodanige vrystelling verleen word; en
- die tydperk waarin die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- alle sertifikate wat uitgereik is, agtereenvolgens nummer;
- 'n kopie van elke sertifikaat wat uitgereik is, bewaar; en
- waar vrystelling aan 'n werknemer verleen is, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings nakom van elke vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik is.

(6) Die Sekretaris van die Raad moet 'n kopie van alle vrystellings wat ingevolge hierdie klousule uitgereik is, aan die Departement van Arbeid stuur.

16. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm soos in die regulasies kragtens die Wet voorgeskryf, altyd vertoon in elkeen van sy bedryfsinrigtings, met inbegrip van ontvangsdepôts, maar uitgesonderd voertuie, en wel in 'n plek wat vir sy werknemers geredelik toeganklik is.

17. ULTRA VIRES.

Indien enigeen van die bepalings van hierdie Ooreenkoms *ultra vires* verklaar word deur 'n bevoegde hof, word die res van die bepalings van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly dit van krag vir die onverstreke termyn van hierdie Ooreenkoms.

Op hede die 31ste dag van Maart 1964 te Johannesburg namens die partye onderteken ooreenkomstig die bepalings van artikel een-en-dertig van die Wet op Nywerheidsversoening, 1956.

J. LEWIN,
Voorsitter van die Raad.
G. P. DARWELL,
Ondervoorsitter van die Raad.
(MEV.) D. AFRICA,
Ondervoorsitter van die Raad.
M. KAGAN,
Sekretaris van die Raad.

CONTENTS.

No.	Department of Labour. GOVERNMENT NOTICES.	PAGE
R.1760.	Industrial Conciliation Act, 1956: Laundry, Dry Cleaning and Dyeing Trade (Transvaal) ...	1
R.1761.	Factories, Machinery and Building Work Act, 1941: Laundry, Dry Cleaning and Dyeing Trade (Transvaal) ...	29
R.1762.	War Measures Act, 1940: Suspension of Cost of Living Allowance Regulations Published under War Measure No. 43 of 1942: Laundry, Dry Cleaning and Dyeing Trade (Transvaal) ...	29
R.1763.	Industrial Conciliation Act, 1956: Laundry, Dry Cleaning and Dyeing Trade: Sick Benefit Fund ...	29

INHOUD.

No.	Departement van Arbeid. GOEWERMENTSKENNISGEWINGS.	BLADSY
R.1760.	Wet op Nywerheidsversoening, 1956: Wassery-, Droogskoonmaak- en Kleurbedryf ...	1
R.1761.	Wet op Fabriek, Masjinerie en Bouwerk, 1941: Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal) ...	29
R.1762.	Wet op Oorlogsmaatreëls, 1940: Op-skorting van Regulasies op Lewenskoste-toelaes, Gepubliseer by Oorlogsmaatreël No. 43 van 1942: Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal) ...	29
R.1763.	Wet op Nywerheidsversoening, 1956: Wassery-, Droogskoonmaak- en Kleurbedryf: Siekebystandsfonds ...	29

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