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Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 965.]

[6 May 1955.]

INDUSTRIAL CONCILIATION ACT, 1937.

MOTOR INDUSTRY.—SICK BENEFIT FUND AGREEMENT.

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

(a) in terms of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Motor Industry shall be binding from the 15th day of May, 1955, and for the period ending the 30th day of November, 1955 upon the employers' organization and the trade union which entered into the said Agreement and upon the employers and the employees who are members of that organization or that union; and

(b) in terms of sub-section (2) of section forty-eight of the said Act that the provisions contained in clauses 2 to 18 (inclusive) and 20 and 21 of the said Agreement shall be binding from the 15th day of May, 1955, and for the period ending on the 30th day of November, 1955, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Bellville, the Cape, Paarl, Simonstown, Somerset West (excluding the area occupied by the Cape Explosives Works, Ltd., Somerset West), Stellenbosch, Wellington, Worcester, Wynberg, Beaufort West, Bredasdorp, Caledon, Calvinia, Ceres, Heidelberg (Cape), Malmesbury, Montagu, Piquetberg, Riversdale, Robertson, Swellendam, Victoria West, Carnarvon, Clanwilliam, Fraserburg, Hopefield, Ladismith, Laingsburg, Namaqualand, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp and Williston.

J. DE KLERK,
Minister of Labour.

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 965.]

[6 Mei 1955.]

NYWERHEID-VERSOENINGSWET, 1937.

MOTORNYWERHEID.—SIEKTEBYSTANDFONDS-OOREENKOMS.

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

(a) kragtens subartikel (1) van artikel agt-en-veertig van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hierby verskyn en op die Motornywerheid betrekking het, vanaf die 15de dag van Mei 1955 en vir die tydperk wat op die 30ste dag van November 1955 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en die werknemers wat lede van daardie organisasie of daardie vereniging is; en

(b) kragtens subartikel (2) van artikel agt-en-veertig van genoemde Wet, dat die bepalings in klousules 2 tot en met 18 en 20 en 21 van genoemde Ooreenkoms vervat, vanaf die 15de dag van Mei 1955 en vir die tydperk wat op die 30ste dag van November 1955 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die Magistraatsdistrikte Bellville, die Kaap, Paarl, Simonstad, Somerset-Wes (met uitsondering van die gebied in beslag geneem deur die Cape Explosives Works, Ltd., Somerset-Wes), Stellenbosch, Wellington, Worcester, Wynberg, Beaufort-Wes, Bredasdorp, Caledon, Calvinia, Ceres, Heidelberg (Kaap), Malmesbury, Montagu, Piketberg, Riversdal, Robertson, Swellendam, Victoria-Wes, Carnarvon, Clanwilliam, Fraserburg, Hopefield, Ladismith, Laingsburg, Namaqualand, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp en Williston.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY.

CAPE MOTOR INDUSTRY SICK BENEFIT FUND.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between

The South African Motor Industry Employers Association (hereinafter referred to as "the employers" or the "employers' organisation"), of the one part, and

The Motor Industry Employees' Union of South Africa (hereinafter referred to as "the employees" or the "trade union"), of the other part,

being the parties to the National Industrial Council for the Motor Industry.

1. PERIOD OF OPERATION AND SCOPE OF APPLICATION.

(1) This Agreement shall come into operation on the 15th May, 1955, or on such date as the Minister may determine and shall remain in force until the 30th November, 1955, or for such period as may be determined by the Minister.

(2) The terms of this Agreement shall be observed in Region WP, as defined herein, by all employers in the Motor Industry who are members of the employers' organisation and by all journeymen employees in the Motor Industry who are members of the trade union.

2. DEFINITIONS.

"Act" means the Industrial Conciliation Act, 1937;

"Annexure B" means the form prescribed in Annexure B to Government Notice No. 2996 of the 24th December, 1952, or such other form as the Regional Council may prescribe in its stead;

"contributions" means the amounts payable in terms of clause 7;

"Council" means the National Industrial Council for the Motor Industry registered in terms of section 19 of the Act;

"dependant" means, subject to their registration with the fund in terms of clause 5—

(a) a member's wife;

(b) a member's children (including legally adopted children) and/or step-children, who are under the age of 18 years, and who are wholly dependent on the member;

(c) any other person who, in the opinion of the Management Board is wholly dependent on a member; provided that such dependant—

(i) normally resides with the member concerned;

(ii) satisfies the Management Board in regard to the state of his health;

"Journeyman" means an employee who—

(a) has served an apprenticeship to a designated trade in accordance with the requirements of the Apprenticeship Act or in accordance with a written contract approved by the Regional Council; or

(b) is in possession of a Grade A membership card issued by the Motor Industry Employees' Union of South Africa; or

(c) has proved to the satisfaction of the Regional Council his competence at any recognised trade and who holds a written certificate to that effect;

"Management Board" or "Board" means the committee appointed as such to administer the fund in terms of clause 13;

"medical officer" means a registered general practitioner who renders medical and/or surgical services to members;

"member" means every journeyman registered as such with the fund established in terms of Government Notice No. 1031 of the 27th April, 1951, and/or who has registered in accordance with clause 4 (2) hereof, who is contributing to the fund and to whom a membership card has been issued;

"Motor Industry" means the Motor Industry as defined in clause 3 of Government Notice No. 2996 of the 24th December, 1952, and any expressions used in that definition which are defined in the said Government Notice shall have the same meaning for purposes of this Agreement;

"Region WP" means the Magisterial Districts of Bellville, the Cape, Paarl, Simonstown, Somerset West (excluding the area occupied by the Cape Explosives Works Ltd., Somerset West), Stellenbosch, Wellington, Worcester, Wynberg, Beaufort West, Bredasdorp, Caledon, Calvinia, Ceres, Heidelberg (Cape), Malmesbury, Montagu, Piketberg, Riversdale, Robertson, Swellendam, Victoria West, Carnarvon, Clanwilliam, Fraserburg, Hopefield, Ladismith, Laingsburg, Namaqualand, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp and Williston;

"Regional Council" means the Western Province Regional Council of the National Industrial Council for the Motor Industry, a committee established as such by the Council in terms of its Constitution and whose address for the time being is P.O. Box 1946, Cape Town;

BYLAE.

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTOR-NYWERHEID.

KAAPSE SIEKTEBYSTANDFONDS VIR DIE MOTORNyWERHEID.

OOREENKOMS

ingevolge die bepalinge van die Nywerheid-versoeningwet, 1937, gesluit en aangegaan tussen die

South African Motor Industry Employers Association

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

Motor Industry Employees' Union of South Africa

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

wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid.

1. GELDIGHEIDSDUUR EN BESTEK VAN TOEPASSING.

(1) Hierdie Ooreenkoms tree in werking op 15 Mei 1955 of op sodanige datum as wat die Minister kan vasstel en bly van krag tot 30 November 1955 of vir sodanige tydperk as wat deur hom bepaal kan word.

(2) Die bepalinge van hierdie Ooreenkoms moet in die streek WP, soos hierin omskryf, nagekom word deur alle werkgewers in die motornywerheid wat lede van die werkgewersorganisasie is en deur alle vakmanwerknemers in die motornywerheid wat lede van die vakvereniging is.

2. WOORDOMSKRYWINGS.

„Wet" beteken die Nywerheid-versoeningwet, 1937;

„Aanhangsel B" beteken die vorm voorgeskryf in Aanhangsel B by Goewermmentskenningsgewing No. 2996 van 24 Desember 1952 of sodanige ander vorm as wat die Streeksraad in plaas daarvan kan voorskryf;

„bydraes" beteken die bedrae kragtens klousule 7 betaalbaar;

„Raad" beteken die Nasionale Nywerheidsraad vir die Motornywerheid, geregistreer ingevolge artikel negentien van die Wet;

„afhanklike" beteken, onderworpe aan hul registrasie by die fonds kragtens klousule 5—

(a) 'n lid se vrou;

(b) 'n lid se kinders (met inbegrip van wettig aangenome kinders) en/of stiefkinders, wat onder die ouderdom van 18 jaar is, en wat geheel en al van die lid afhanklik is;

(c) enige ander persoon wat, na die mening van die Raad, geheel en al van 'n lid afhanklik is; met dien verstande dat sodanige afhanklike—

(i) gewoonlik by die betrokke lid inwoon;

(ii) die Beheerraad tevrede stel met betrekking tot sy gesondheidstoestand;

„vakman" beteken 'n werknemer wat—

(a) 'n leertyd in 'n aangewese ambag voltooi het ooreenkomstig die bepalinge van die Wet op Vakleerlinge of ooreenkomstig 'n skriftelike kontrak deur die Streeksraad goedgekeur; of

(b) 'n graad A-lidmaatskapskaart, uitgereik deur die Motor Industry Employees' Union of South Africa, besit; of

(c) tot bevrediging van die Streeksraad sy bevoegdheid in 'n erkende ambag bewys het en oor 'n skriftelike sertifikaat te dien effekte beskik;

„Beheerraad" of „Raad" beteken die komitee wat as sulks aangestel is om die fonds kragtens klousule 13 te administreer;

„geneeskundige beampte" beteken 'n geregistreerde algemene praktisyn wat geneeskundige of heelkundige dienste aan lede verleen;

„lid" beteken elke vakman as sodanig geregistreer by die fonds wat kragtens Goewermmentskenningsgewing No. 1031 van 27 April 1951 gestig is en/of wat ooreenkomstig klousule 4 (2) hiervan geregistreer is en tot die fonds bydra, en aan wie 'n lidmaatskapkaart uitgereik is;

„Motornywerheid" beteken die motornywerheid soos omskryf in klousule 3 van Goewermmentskenningsgewing No. 2996 van 24 Desember 1952, en enige uitdrukkings gebesig in daardie woordomskriving wat in genoemde Goewermmentskenningsgewing omskryf is, het dieselfde betekenis vir die toepassing van hierdie Ooreenkoms;

„Streek WP" beteken die magistraatsdistrikte Bellville, die Kaap, Paarl, Simonstad, Somerset-Wes (uitgesonderd die gebied in beslag geneem deur die Cape Explosives Works, Ltd., Somerset-Wes), Stellenbosch, Wellington, Worcester, Wynberg, Beaufort-Wes, Bredasdorp, Caledon, Calvinia, Ceres, Heidelberg (Kaap), Malmesbury, Montagu, Piketberg, Riversdal, Robertson, Swellendam, Victoria-Wes, Carnarvon, Clanwilliam, Fraserburg, Hopefield, Ladismith, Laingsburg, Namakwaland, Prins Albert, Sutherland, Tulbagh, Vanrhynsdorp en Williston;

„Streeksraad" beteken die Streeksraad van die Nasionale Nywerheidsraad vir die Motornywerheid (Westelike Provinsie), 'n komitee wat as sodanig deur die Raad kragtens sy konstitusie gestig is en waarvan die tydelike adres Posbus 1946, Kaapstad, is;

"Regional Secretary" means the Secretary of the Western Province Regional Council;
 "Secretary" means the person appointed by the Regional Council or Management Board to keep such books as may be required for the proper functioning of the fund, to summon and convene meetings, record minutes, receive cheques and moneys paid into the fund, to pay claims and to perform such further duties as the Board may from time to time determine, and includes any official appointed to assist the Secretary.

3. ESTABLISHMENT AND OBJECTS OF FUND.

- (1) There is hereby established a fund to be known as the "Cape Motor Industry Sick Benefit Fund" (hereinafter referred to as "the fund").
- (2) The fund shall consist of moneys accruing from contributions and interest on investments and shall incorporate the assets and liabilities of the Cape Motor Industry Sick Benefit Fund established in terms of Government Notice No. 1031 of the 27th April, 1951.
- (3) The object of the fund shall be to provide members and their dependants with benefits as prescribed herein.

4. MEMBERSHIP.

- (1) Subject to the provisions of clause 1 (2), membership of the fund shall be compulsory for all journeymen employed in the Motor Industry in the Region defined herein.
- (2) In order to be eligible for benefits, every journeyman not registered as a member of the fund established in terms of Government Notice No. 1031 of the 27th April, 1951, at the date this Agreement comes into operation, shall within one month of such date or of his entry into the Motor Industry, whichever is the later, and every such journeyman whether so registered or otherwise, shall within one month of his re-entry into the Motor Industry, complete and lodge the form prescribed in Annexure A (D) to this Agreement with the Secretary and furnish such information and documentary evidence as the Management Board may require.
- (3) Any member who leaves the Motor Industry with the intention of severing his connection with the Industry (the decision of the Management Board in this regard being final provided it shall have granted the member a hearing) shall forfeit all claims to the fund and, if he re-enters the Motor Industry, must again qualify for benefits by contributing to the fund for 12 successive weeks; provided that a member who becomes unemployed shall be entitled to the benefits prescribed in clause 8 (a) and (b) for two weeks in respect of each 52 contributions paid by him to the fund or until such time as he obtains employment in the Motor Industry, whichever is the shorter period.
- If a member has not obtained employment in the Motor Industry by the time he has exhausted the benefits due to him, his membership shall automatically be terminated.
- (4) A member who is precluded by any cause whatsoever from returning to his normal work after having received benefits over a consecutive period of 26 weeks shall cease to be entitled to benefits.

5. REGISTRATION OF DEPENDANTS.

- (1) In order to be eligible for benefits in respect of their dependants, members shall make application for the registration of such dependants on the form prescribed in Annexure A (D) and furnish such documentary evidence as the Management Board may require. The name of a dependant when entered on a membership card by the Secretary shall be evidence of his registration as a dependant.
- (2) Members shall, within 30 days thereof, advise the Secretary in writing of—
 - (a) their marriage;
 - (b) the birth of a child to them or their legal adoption of a child;
 - (c) the attainment of 18 years of age, the marriage or the death of a dependant;
 - (d) a change in their business and/or residential address;
 and shall, at the same time, in the case of (a) and/or (b), furnish the relevant certificate or documents.

6. MEMBERSHIP CARDS.

- (1) A membership card shall be issued by the Secretary to each member as evidence of his registration as a member and such card shall not be transferable.
- (2) Membership cards shall remain the property of the fund at all times and shall be surrendered to the Secretary on termination of membership.

7. CONTRIBUTIONS.

- (1) On the first Friday after this Agreement comes into operation and on each Friday thereafter, each journeyman shall contribute 3s. and each employer in respect of each of his journeymen shall contribute 1s. to the fund.
- (2) The employer shall deduct the journeymen's contributions from their wages and shall, within ten days of the end of each month, forward the total amount so deducted during the month together with his own contributions to the Regional Secretary, P.O. Box 1946, Cape Town, under cover of and together with particulars in the form of Annexure B.
- (3) The contributions received by the Regional Secretary in terms of this clause shall be paid to the Management Board.

„Streeksekretaris" beteken die Sekretaris van die Westelike Provinsie se Streeksraad;

„sekretaris" beteken die persoon deur die Streeks- of Beheerraad aangestel om sodanige boeke by te hou as wat vir die behoorlike werking van die fonds vereis word, om vergaderings byeen te roep en te belê, en notule op te stel, tjeks en geld te ontvang wat in die fonds inbetaal word, eise uit te betaal en sodanige bykomende pligte na te kom as wat die Raad van tyd tot tyd kan bepaal, en omvat enige beamppte wat aangestel word om die sekretaris te help.

3. STIGTING EN DOELWIT VAN FONDS.

- (1) Hierby word 'n fonds gestig bekend as die „Siektebystandfonds vir die Kaapse Motornywerheid" (hieronder „die fonds" genoem).
- (2) Die fonds bestaan uit geld wat oploop uit bydraes en rente op beleggings en inkorporeer die bates en laste van die Siektebystandfonds vir die Kaapse Motornywerheid gestig ingevolge Goewermmentskennisgewing No. 1031 van 27 April 1951.
- (3) Die doel van die fonds is om lede en hul afhanklikes te voorsien van bystand soos hierin voorgeskryf.

4. LIDMAATSKAP.

- (1) Behoudens die bepalings van klousule 1 (2), is lidmaatskap van die fonds verpligtend vir alle vakmanne in diens in die Motornywerheid in die streek wat hierin omskryf is.
- (2) Ten einde op bystand geregtig te wees, moet elke vakman wat nie as lid van die fonds, gestig ingevolge Goewermmentskennisgewing No. 1031 van 27 April 1951, geregistreer is op die datum waarop hierdie Ooreenkoms in werking tree nie, binne een maand van sodanige datum af, of van sy indienstreding by die motornywerheid, na gelang van die jongste datum, en elke sodanige vakman, hetsy as sodanig geregistreer of andersins, moet binne een maand na sy herindienstreding by die Motornywerheid, die vorm voorgeskryf in Aanhangel A (D) van hierdie Ooreenkoms invul en by die sekretaris indien en sodanige inligting en bewysstukke verstrek as wat die Beheerraad kan vereis.
- (3) Enige lid wat die motornywerheid verlaat met die doel om sy verband met die nywerheid te verbreek (die beslissing van die Beheerraad op hierdie punt is beslissend; met dien verstande dat hy die lid moet hoor), verbeur alle eise op die fonds en, as hy weer tot die nywerheid toetree, moet hy weer vir bystand kwalifiseer deur twaalf (12) agtereenvolgende weke tot die fonds by te dra; met dien verstande dat 'n lid wat werkloos word, geregtig is op die voordele wat by klousule 8 (a) en (b) voorgeskryf word, vir twee weke ten opsigte van elke 52 bydraes wat deur hom aan die fonds betaal word, of tot tyd en wyl hy werk in die nywerheid kry, watter tydperk ook al die kortste is.
- As 'n lid nie werk in die nywerheid gekry het teen die tyd dat hy die bystand uitgeput het wat aan hom verskuldig is nie, word sy lidmaatskap outomaties beëindig.
- (4) 'n Lid wat om watter rede ook al verhinder word om sy gewone werk te hervat nadat hy bystand oor 'n tydperk van 26 agtereenvolgende weke ontvang het, is nie langer op bystand geregtig nie.

5. REGISTRASIE VAN AFHANKLIKES.

- (1) Ten einde geregtig te wees op bystand ten opsigte van hul afhanklikes, moet lede aansoek doen om registrasie van sodanige afhanklikes op 'n vorm voorgeskryf in Aanhangel A (D) en sodanige bewysstukke verstrek as wat die Beheerraad vereis. Die naam van 'n afhanklike, wanneer dit op 'n lidmaatskapkaart deur die sekretaris ingevul word, is 'n bewys van sy registrasie as 'n afhanklike.
- (2) Binne 30 dae daarna moet lede die sekretaris skriftelik in kennis stel van—
 - (a) hul huwelik;
 - (b) die geboorte van 'n kind uit hul huwelik of die wettige aanneming deur hulle van 'n kind;
 - (c) die bereiking van die ouderdom van 18 jaar, die huwelik of die dood van 'n afhanklike;
 - (d) 'n verandering in hul besigheids- en/of woonadres; en moet tegelykertyd, in die geval van (a) en/of (b), die betrokke sertifikaat of dokumente verstrek.

6. LIDMAATSKAPKAARTE.

- (1) 'n Lidmaatskapkaart moet deur die sekretaris aan elke lid uitgereik word as bewys van sy registrasie as lid en sodanige kaart is nie oordraagbaar nie.
- (2) Lidmaatskapkaarte bly te alle tye die eiendom van die fonds en moet by beëindiging van lidmaatskap aan die sekretaris terugbesorg word.

7. BYDRAES.

- (1) Op die eerste Vrydag nadat hierdie Ooreenkoms van krag word en op elke Vrydag daarna, moet elke vakman 3s. en elke werkgever ten opsigte van elkeen van sy vakmanne 1s. tot die fonds bydra.
- (2) Die werkgever moet die vakmanne se bydraes van hul lone aftrek en moet die totale bedrag wat aldus gedurende die maand afgetrek is, tesame met sy eie bydraes, binne tien dae na die einde van elke maand onder dekking van en tesame met besonderhede in die vorm van Aanhangel B, aan die Streeksekretaris, Posbus 1946, Kaapstad, stuur.
- (3) Die bydraes wat deur die Streeksekretaris kragtens hierdie klousule ontvang is, moet aan die Beheerraad betaal word.

8. BENEFITS.

Subject to the provisions of clauses 4, 5, 10, 11 and 12, every member who has made contributions to the fund for not less than 12 successive weeks shall be entitled from the fund to—

- (a) *Medical Benefits.*—The payment of expenses, not exceeding an amount of £20 in any one year's cycle, incurred in respect of medical attention (including anaesthetists' fees and certain surgical treatment approved by the Management Board) for himself and his dependants; provided that—
 - (i) except in the case of an emergency or where unable to move without risk of aggravating their sickness or incapacity, the member and/or his dependants shall, in respect of such medical attention, consult the medical officer at his consulting rooms during his normal consulting hours;
 - (ii) any additional fee arising out of the member and/or his dependants' failure to observe the conditions of paragraph (i) preceding, shall be borne by the member.
- (b) *Pharmaceutical Benefits.*—The payment of the cost, not exceeding an amount of £10 in any one year's cycle, of medicines, drugs, ointments and lotions supplied for himself and his dependants on the authority of a prescription signed by a medical officer.
- (c) *Hospital Benefits.*—The payment of his hospital or nursing home expenses not exceeding an amount of £10 in any one year's cycle.
- (d) *Maternity Benefits.*—A maternity grant of £5. 5s. in respect of his wife's confinement, upon production of a receipted account from the medical officer or qualified midwife who attended the case.
- (e) *Sick Pay Benefits.*—Sick or accident pay, at the rate of 12s. 6d. per working day if employed in Area A or 9s. 7d. per working day if employed in any other Area, in respect of any period or periods during which he is precluded by sickness or accident from earning his ordinary wages, but not exceeding a total period of 26 weeks for any one sickness or accident within any continuous period of 12 months calculated from the date on which he first became ill or met with the accident; provided that sick or accident pay shall not be payable—
 - (i) in respect of the first three days of the member's incapacitation through sickness or accident;
 - (ii) unless a claim on the form prescribed in Annexure C (E) is submitted to the Secretary in writing so as to reach him within thirty days of the commencement of the sickness or the occurrence of the accident, and this claim is supported by a certificate signed by a medical officer stating the name of the patient, the date of examination, the date of signing and the cause of the incapacity;
 - (iii) to members who are not confined to hospital or their homes between the hours of 6 p.m. and 8 a.m. and/or who refuse to obey the instructions of the medical officer whilst sick, and/or who are found under the influence of liquor during the period for which benefit is claimed.

9. ADDITIONAL BENEFITS.

Notwithstanding anything to the contrary in this Agreement, the Management Board shall have discretionary powers to grant such additional benefits or assistance to members and their dependants as it may deem warranted by the circumstances of the case.

10. EXCLUDED BENEFITS.

The fund shall incur no liability to members or dependants for services or benefits in connection with—

- (a) the treatment of venereal diseases;
- (b) threatened abortion, abortion, or miscarriage, and in all cases of pregnancy, from three months prior to confinement until six weeks after confinement;
- (c) sickness or other incapacity which in the opinion of the Management Board has been caused by immorality, misconduct, excessive indulgence in intoxicating liquor, or self-induced diseases or physical accidents;
- (d) any deformity, infirmity, chronic disease or other ailment from which a member or dependant was suffering when he became a member of the fund, or any illness directly attributable to such ailment;
- (e) any accidental or wilful injury for which a third party is liable to pay compensation, or which is covered by Workmen's Compensation insurance, to the extent of such compensation or insurance, as the case may be;
- (f) operations;
- (g) the supply of artificial teeth, limbs or other parts of the body;
- (h) preventative injections;
- (i) sickness or accidents arising out of the participation in any form of sport, in motor car or cycle racing, or aviation, except as a paying passenger;
- (j) any continuation of sickness where a member or dependant refuses or neglects to observe any reasonable instruction or recommendation of his medical attendant.

8. BYSTAND.

Behoudens die bepalings van klousules 4, 5, 10, 11 en 12, is elke lid van minstens 12 agtereenvolgende weke tot die fonds bygedra het, op die volgende uit die fonds geregigt:—

- (a) *Mediese bystand.*—Die betaling van koste van hoogstens £20 in enige kringloop van een jaar, aangegaan te opsigte van mediese behandeling (met inbegrip van narkosegelde en sekere chirurgiese behandeling goedgekeur deur die Raad) vir homself en sy afhanklikes; met dien erstande dat—
 - (i) uitgesonderd in 'n noodgeval of indien nie in staat om te beweeg sonder gevaar om hul siekte of ongeskiktheid te vererger nie, die lid en/of sy afhanklikes ten opsigte van sodanige mediese behandeling die geneeskundige beampte by sy spreekkamers gedurende sy normale spreekure moet raadpleeg;
 - (ii) enige bykomende gelde wat voortspruit uit 'n lid en/of sy afhanklike se versuim om die voorwaardes van die voorafgaande paragraaf (i) na te kom, deur die lid gedra moet word.
- (b) *Artseniekundige bystand.*—Die betaling van die koste van hoogstens £10 in enige kringloop van een jaar, van medisyne, verdowingsmiddels, salwe en wasmiddels aan homself en sy afhanklikes gelewer kragtens 'n preskripsie wat deur 'n geneeskundige beampte onderteken is.
- (c) *Hospitaalbystand.*—Die betaling van hospitaal- of verpleeg-inrigtingkoste van hoogstens £10 in enige kringloop van een jaar.
- (d) *Kraambystand.*—'n Kraamtoelae van £5. 5s. ten opsigte van sy vrou se bevalling, by voorlegging van 'n gekwiteerde rekening van die geneeskundige beampte of gekwalifiseerde vroedvrou wat die geval behandel het.
- (e) *Siektebesoldigingsbystand.*—Siekte- of ongevalbesoldiging, teen 12s. 6d. per werkdag indien werksaam in Gebied A of 9s. 7d. per werkdag indien werksaam in enige ander gebied, ten opsigte van enige tydperk of tydperke waarin hy deur siekte of ongeluk verhinder word om sy gewone lone te verdien, maar hoogstens 'n totale tydperk van 26 weke vir enige enkele siekte of ongeluk binne enige onafgebroke tydperk van 12 maande gereken van die datum af waarop hy eerste siek geword of die ongeluk gehad het; met dien verstande dat siekte- of ongevalbesoldiging nie betaalbaar is nie—
 - (i) ten opsigte van die eerste drie dae van 'n lid se ongeskiktheid vanweë siekte of ongeluk;
 - (ii) tensy 'n eis, skriftelik op die vorm voorgeskryf in Aanhangsel C (E) aan die sekretaris voorgelê is, betyds genoeg om hom binne 30 dae te bereik nadat die siekte begin of die ongeluk plaasgevind het, en dié eis gesteun word deur 'n sertifikaat wat deur 'n geneeskundige beampte onderteken is en die naam van die pasiënt aangee, die datum van ondersoek, die datum van ondertekening en die oorsaak van die ongeskiktheid;
 - (iii) aan lede wat nie tussen die ure 6 nm. en 8 vm in die hospitaal of tuis moet bly nie en/of weier om die voorskrifte van die geneeskundige beampte tydens hul siekte te gehoorsaam en/of wat gedurende die tydperk waarvoor die bystand geëis word, onder die invloed van drank gevind word.

9. BYKOMENDE BYSTAND.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, beskik die Beheerraad oor die bevoegdheid om na goedgekeurde sodanige bykomende bystand of hulp aan lede en hul afhanklikes te verleen as wat hy onder omstandighede as geoorloof beskou.

10. UITGESLUIE BYSTAND.

Die fonds aanvaar geen aanspreeklikheid teenoor lede of hul afhanklikes vir dienste in verband met die volgende nie:—

- (a) die behandeling van geslagsiektes;
- (b) gedreigde vrugafdrywing, vrugafdrywing, of miskraam, en in alle gevalle van swangerskap, van drie maande voor bevalling af tot ses weke na bevalling;
- (c) siekte of ander ongeskiktheid wat, na die mening van die Beheerraad, veroorsaak is deur onsedelikheid, wangedrag, oormatige gebruik van bedwelnde drank, of siektes of liggaamlike ongelukke deur lede self veroorsaak;
- (d) enige gebreklikheid, swaakheid, chroniese siekte of ander kwaal waaraan 'n lid of afhanklike gely het op die datum van aanvang van lidmaatskap, of enige siekte of ongeluk wat aan dié kwaal te wyte is;
- (e) enige toevallige of moedswillige besering waarvoor 'n derde party vir betaling aanspreeklik is, of wat gedek word deur ongevalleversekering, na gelang van die geval, in die mate van dié skadevergoëding of dekking;
- (f) operasies;
- (g) die verskaffing van kunstande, kunsledemate of ander kuns-liggaamsdele;
- (h) voorkomende inspuitings;
- (i) siekte of ongelukke wat voortspruit uit enige vorm van sport, uit motor- of fietswedrenne, of die lugvaart, uitgesonderd as 'n betalende passasier;
- (j) enige voortdurende van siekte ingeval 'n lid of afhanklike weier of versuim om enige redelike instruksies of aanbeveling van sy mediese beampte na te kom.

11. BENEFITS NOT ALIENABLE OR EXECUTABLE.

The benefits provided by the fund are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall cease to be entitled to benefits for such period as the Management Board may determine.

12. CLAIMS.

Claims in respect of benefits, other than sick or accident pay, shall not be payable unless lodged with the Secretary within 60 days of the date on which the expense concerned was incurred.

13. CONTROL OF FUND.

The fund shall be under the control of a Management Board consisting of an equal number of representatives of the employers and employees appointed by the Council on the recommendation of the Regional Council, and shall be administered in accordance with a constitution prepared by the Management Board and approved of by the Council. Such constitution may be amended by the Management Board with the approval of the Council and a copy of the constitution and any amendments thereto shall be lodged by the Secretary with the Secretary for Labour.

14. COMPLAINTS AND DISPUTES.

(1) Any member of the fund who is dissatisfied with any decision of the Management Board may appeal to the Regional Council against that decision and the Regional Council may, after considering any reasons which may be submitted by the Management Board for its decision, confirm that decision or give such other decision as in its opinion the Management Board ought to have given.

(2) Any member who wishes to complain about any matters relating to the fund, must submit his complaint in writing to the Secretary and the Secretary shall submit such complaint to the Management Board within 30 days of its receipt.

(3) Any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement, or concerning the administration of funds which the Management Board is unable to settle, shall be dealt with by the Regional Council *mutatis mutandis* in accordance with the procedure laid down in clause 10 of the Council's Constitution.

15. FINANCE.

(1) All moneys received by the Management Board in respect of the fund shall be deposited in an account/s in the name of the fund at a bank or building society within three days of receipt and all disbursements from such account/s—

(a) shall require the sanction of the Management Board;

(b) shall be effected by cheque or other written instrument signed by two persons duly authorised thereto by the Management Board;

(c) in respect of benefits, shall be suspended whenever the total amount therein to the credit of the fund falls below £100 and until such time as it rises above £200.

(2) Any moneys regarded by the Management Board as being surplus to its requirements may be placed on deposit with a bank or building society; provided that sufficient money is kept in such liquid form as will enable the Management Board to meet any claims on the fund immediately it is called upon to do so.

(3) All expenses incurred in connection with the administration of the fund shall form a charge upon the fund.

(4) An auditor or auditors shall be appointed to the fund by the Management Board, subject to the approval of the Regional Council.

(5) The Management Board shall furnish the Regional Council and the Council with monthly reports containing inter alia particulars of the benefits and assistance provided by the fund and moneys received and disbursed for the period to which the report relates.

(6) The Management Board shall not later than the 30th September in each year submit to the Regional Council and to the Council, statements audited by the auditor/s appointed in terms of sub-clause (4) hereof and countersigned by its chairman, showing, the income and expenditure of the fund for the preceding twelve months ended 30th June and its assets and liabilities as at that date.

These statements and the auditor's report thereon shall be available at the offices of the Regional Council for inspection by contributors to the fund who shall be entitled to make copies thereof or to take extracts therefrom. Two certified copies of these statements and the auditor's report thereon shall be lodged with the Secretary for Labour by the Secretary.

16. INDEMNITY.

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

17. EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL.

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause the fund shall continue to be administered by the Management Board until it be either liquidated or transferred by the Council to any other fund constituted for a similar purpose to that for which the original fund was established.

11. BYSTAND KAN NIE VERVREEM OF IN BESLAG GENEEM WORD NIE.

Die bystand wat deur die fonds verskaf word, is nie oordraagbaar nie, en enige lid wat probeer om sy regte oor te maak, oor te dra, te sedgeer, te verpand of te verbind, hou op om geregtig te wees op bystand vir sodanige tydperk as wat die Beheerraad mag bepaal.

12. EISE.

Eise ten opsigte van bystand, uitgesonderd siekte- of ongeval-besoldiging, is nie betaalbaar nie, tensy die eise by die sekretaris binne 60 dae van die datum waarop die betrokke uitgawe aangeaan is, ingedien word.

13. BEHEER VAN FONDS.

Die fonds word beheer deur 'n Beheerraad, bestaande uit 'n gelyke getal verteenwoordigers van die werkgewers en werknemers wat op aanbeveling van die Streeksraad deur die Raad aangestel word, en dit word beheer ooreenkomstig 'n konstitusie deur die Beheerraad opgestel en deur die Raad goedgekeur. Sodanige konstitusie kan deur die Beheerraad met goedkeuring van die Raad gewysig word en 'n eksemplaar van die konstitusie en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

14. KLAGTES EN GESKILLE.

(1) Enige lid van die fonds wat ontevrede is met 'n beslissing van die Beheerraad, kan hom teen daardie beslissing op die Streeksraad beroep, en die Streeksraad kan, na oorweging van enige redes wat deur die Beheerraad ter stawing van sy beslissing aangevoer mag word, daardie beslissing bekrachtig of 'n ander beslissing gee wat die Beheerraad na sy mening behoort te gegee het.

(2) Enige lid wat wil kla oor enige sake betreffende die fonds moet sy klagte skriftelik aan die sekretaris stuur en die sekretaris moet die klagte binne 30 dae na ontvangs daarvan aan die Beheerraad voorlê.

(3) Enige geskille betreffende die vertolking, betekenis of doel van enigeen van die bepalings van hierdie Ooreenkoms, of betreffende die administrasie van die fonds, wat die Beheerraad nie in staat is om te besleg nie, moet deur die Streeksraad *mutatis mutandis* volgens die prosedure in artikel 10 van die Konstitusie van die Raad vasgestel, behandel word.

15. FINANSIES.

(1) Alle gelde deur die Beheerraad ten opsigte van die fonds ontvang, moet binne drie dae na ontvangs, op 'n rekening onder naam van die fonds by 'n bank of 'n bougenootskap inbetal word, en alle uitbetalings uit sodanige rekenings—

(a) vereis die goedkeuring van die Beheerraad;

(b) moet per tjek of ander geskrewe dokument geskied, wat deur twee persone, daartoe behoorlik deur die Beheerraad gemagtig, onderteken is;

(c) moet ten opsigte van bystand gestaak word indien die totale batige saldo van die fonds onder £100 daal, en totdat dit weer tot oor £200 styg.

(2) Enige gelde wat deur die Beheerraad as meer as onmiddellik nodig beskou word, kan op deposito by 'n bank of 'n bougenootskap geplaas word; met dien verstande egter dat voldoende kontant beskikbaar gehou moet word om die Beheerraad in staat te stel om enige eise teen die fonds onmiddellik op aanvraag te kan betaal.

(3) Alle uitgawes in verband met die administrasie van die fonds is 'n las teen die fonds.

(4) Onderworpe aan die goedkeuring van die Streeksraad moet 'n outiteur of outiteurs deur die Beheerraad vir hierdie fonds aangestel word.

(5) Die Beheerraad moet maandsverslae aan die Streeksraad en die Raad voorlê, wat onder andere besonderhede moet bevat van die bystand en hulp wat deur die fonds verleen is, en van gelde wat vir die tydperk waarop die verslag betrekking het, ontvang en bestee is.

(6) Op of voor 30 September van elke jaar moet die Beheerraad 'n finansiële staat, opgestel deur die outiteur/s kragtens sub-artikel (4) hiervan aangestel, en mede-onderteken deur sy voorsitter, aan die Streeksraad en aan die Raad voorlê. Daarin moet die inkomste en uitgawes van die voorafgaande twaalf maande, eindigende op 30 Junie, en ook die bates en laste op daardie datum aangetoon word.

Hierdie state en die outiteursverslag daarvoor moet op die kantoor van die Streeksraad beskikbaar gestel word vir insae deur die bydraers tot die fonds wat ook toegelaat moet word om afskrifte daarvan of uittreksels daaruit te maak. Twee gewaarmerkte afskrifte van hierdie state, en die outiteursverslag daarvoor, moet deur die sekretaris by die Sekretaris van die Departement van Arbeid ingedien word.

16. VRYWARING.

Die lede van die Raad en die beamptes en werknemers van die fonds word nie vir die skulde en laste van die fonds aanspreeklik gehou nie, en hulle word hierby deur die fonds gevrywaar teen alle verliese en onkoste in of in verband met die bona fide uitvoering van hul pligte.

17. VERVAL VAN OOREENKOMS EN ONTBINDING VAN RAAD.

(1) Ingeval hierdie Ooreenkoms deur verloop van tyd verval of om enige ander rede beëindig word, moet die fonds verder deur die Beheerraad bestuur word totdat dit of gelikwieder is of deur die Raad na 'n ander fonds oorgedra is wat vir 'n doel ingestel is soortgelyk aan dié waarvoor die oorspronklike fonds ingestel is.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Management Board shall continue to administer the fund and the members of such Board at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes; provided however that any vacancies occurring on the Board may be filled by the Minister from employers or employees in the Motor Industry to ensure an equality of employer and employee representatives and alternates in the membership of such Board. In the event of the Management Board being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of such Board and who shall possess all the powers of such Board for the purpose. Upon the expiration of this Agreement the fund shall be liquidated in the manner set forth in clause 18 of this Agreement and if upon such expiration 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 34 (4) of the Act as if it formed part of the general funds of the Council.

18. LIQUIDATION.

Upon liquidation of the fund in terms of clause 17 (1), the moneys remaining to the credit of the fund after payment of all claims including administration and liquidation expenses, shall be paid into the general funds of the Council.

19. AGENTS.

The Council or the Regional Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such inquiries and to examine such documents, books, wage sheets, time sheets and pay tickets and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent during the course of his investigations.

20. EXEMPTIONS.

The Council or the Regional Council may on the recommendation of the Management Board or on its own decision, grant exemption from any of the provisions of this Agreement under such terms and conditions and for such period as it may determine.

21. EXHIBITION OF AGREEMENT.

Every employer in the Region defined herein shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement in the form prescribed by the regulations under the Act, in legible characters, in both the official languages of the Union.

Signed at Johannesburg on behalf of the parties, on this 23rd day of March, 1955.

SYDNEY J. CLOW,
Chairman of the Council.

Signed at Durban on behalf of the parties, on the 22nd day of March, 1955.

GEO. E. MERRETT,
Vice-Chairman of the Council.

Signed at Johannesburg on behalf of the parties, on this 23rd day of March, 1955.

G. T. STONE,
Secretary of the Council.

ANNEXURE A (D) TO CAPE MOTOR INDUSTRY SICK BENEFIT FUND AGREEMENT.

CAPE MOTOR INDUSTRY SICK BENEFIT FUND.

Telephones 3-0212, 2-6044.

P.O. Box 1946,
Cape Town.

APPLICATION FOR REGISTRATION AS A MEMBER.

I (full name in block letters) _____

Sick Fund Card No. _____

employed by (employer's name and address) _____

and residing at (applicant's private address) _____

my date of birth being _____ month _____ year _____

and occupation _____ hereby apply to be registered as a member of the CAPE MOTOR INDUSTRY SICK BENEFIT FUND and agree to abide by the provisions of the Fund's Constitution and Bylaws.

I am single/married/widower/divorced.

(Note.—Answer "Yes" or "No" to the following question and if the answer is "Yes", then give full details).

Do you or any of your dependants suffer at present from any deformity, maiming, physical defect, chronic disease, or from any illness, even in a slight form? _____

(2) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die Beheerraad voortgaan om die fondse te beheer en die lede van die Raad op die datum waarop die Raad ophou om te funksioneer of ontbind word, moet as lede daarvan vir sodanige doeleindes beskou word; met dien verstande egter dat enige vakature wat op die Raad ontstaan, deur die Minister uit werkgewers of werknemers in die motornywerheid gevul mag word, sodat gelyke verteenwoordiging van werkgewers en werknemers en van plaasvervangers in die samestelling van die Raad verseker kan word. Ingeval die Beheerraad nie in staat is nie of onwillig is om sy pligte na te kom, of 'n dooiepunt daarop ontstaan, wat die beheer van die fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, kan hy 'n kurator of kurators aanstel wat al die magte van sodanige Beheerraad vir die doel sal hê, om die pligte van die Raad uit te voer. By verstryking van hierdie Ooreenkoms moet die fonds gelikwider word op die wyse wat in klousule 18 van hierdie Ooreenkoms uiteengesit word, en indien die sake van die Raad by sodanige verstryking van die Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die res van die fonds verdeel word soos in artikel 34 (4) van die Wet bepaal, asof dit deel uitgemaak het van die algemene fondse van die Raad.

18. LIKWIDASIE.

Wanneer die fonds kragtens subartikel 17 (1) gelikwider word, moet die gelde wat op die kreditalans van die fonds staan nadat alle eise, met inbegrip van beheer- en likwidasielaste, betaal is, in die algemene fonds van die Raad inbetaal word.

19. AGENTE.

Die Raad of die Streeksraad kan een of meer aangewese persone as agente aanstel om by die toepassing van die bepalings van hierdie Ooreenkoms behulpsaam te wees, en dit is die plig van elke werkgewer en elke werknemer om sulke persone tot sodanige persele toe te laat om sodanige ondersoek in te stel en te voltooi, om sodanige stukke, boeke, loonstate, tydstate en betaalkaarte na te sien en om sodanige individue te ondervra en alles te doen wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en geen persoon mag 'n valse verklaring in die loop van sodanige ondersoek voor so 'n agent aflê nie.

20. VRYSTELLINGS.

Die Raad of die Streeksraad kan na aanleiding van 'n aanbeveling van die Beheerraad, of by eie besluit, vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen volgens sodanige bepalings en voorwaardes en vir sodanige tydperk, as wat hy mag besluit.

21. VERTONING VAN OOREENKOMS.

Elke werkgewer in die streek hierin omskryf, moet op een of ander opvallende plek op sy perseel 'n kopie van hierdie Ooreenkoms in die vorm wat in die bepalings van die Wet voorgeskryf is, in leesbare druk in albei amptelike tale van die Unie van Suid-Afrika, opplak en opgeplak hou.

Namens die partye op hede die 23ste dag van Maart 1955 in Johannesburg geteken.

SYDNEY J. CLOW,
Voorsitter van die Raad.

Namens die partye op hede die 22ste dag van Maart 1955 in Durban geteken.

GEO. E. MERRETT,
Ondervoorsitter van die Raad.

Namens die partye op hede die 23ste dag van Maart 1955 in Johannesburg geteken.

G. T. STONE,
Sekretaris van die Raad.

AANHANGSEL A (D) VAN SIEKTEBYSTANDFONDS-OOREENKOMS VIR DIE KAAPSE MOTORNRYWERHEID.

SIEKTEBYSTANDFONDS VIR DIE KAAPSE MOTORNRYWERHEID.

Telefoon: 3-0212, 2-6044.

Posbus 1946,
Kaapstad.

AANSOEK OM REGISTRASIE AS LID.

Ek (volle naam in blokletters) _____

Siektefondskaartno. _____

in diens by (werkgewer se naam en adres) _____

en woonagtig te (aansoeker se private adres) _____

datum van geboorte _____ maand _____ jaar _____

en met die beroep van _____

doen hierby aansoek om as lid van die SIEKTEBYSTANDFONDS VIR DIE KAAPSE MOTORNRYWERHEID geregistreer te word en ek onderneem om my aan die bepalings van die Fonds se reglement en verordeninge te hou.

Ek is ongetroud/getroud/wewenaar/geskei.

(Let wel.—Beantwoord die volgende vraag met „Ja” of „Nee” en gee volle besonderhede indien die antwoord „Ja” is.)

Lyk u of enigeen van u afhanklikes tans aan enige mismaaktheid, verminking, liggaamlike gebrek, chroniese siekte of aan enige siekte hoegenaamd, selfs in geringe mate? _____

PARTICULARS OF DEPENDANTS.

Full Name (Block Letters).	Exact Date of Birth.	Relationship.	Chronic Disabilities.

I solemnly and sincerely declare that all the particulars given by me in this form are to the best of my knowledge and belief, true and correct; and that the above mentioned dependants reside with me, are not in receipt of any income, and are free from disease or infirmity of a chronic nature, except as specified above.

Dated this _____ day of _____ 19____

Signature _____

Home Doctor's Name _____

ANNEXURE C (E) TO CAPE MOTOR INDUSTRY SICK BENEFIT FUND AGREEMENT.

Form S.B.F. 2.

CAPE MOTOR INDUSTRY SICK BENEFIT FUND.

Telephones 3-0212, 2-6044.

P.O. Box 1946,
Cape Town.

CLAIM FOR SICK/ACCIDENT* PAY.

1. Name of Member _____ SBF No. _____
2. Residential Address _____
3. Name and Address of Employer _____
4. Period in respect of which sick/accident* pay is claimed:

From _____ To _____

Date _____

FOR COMPLETION BY EMPLOYER.

I hereby certify that _____ who is employed by me as a _____ was absent from duty from _____ a.m./p.m. on _____ 195____, to _____ a.m./p.m. on _____ 195____ (inclusive), and that his absence was not due to injury sustained whilst on duty, nor to annual leave.

Date _____

Signature of Employer _____

BESONDERHEDE VAN AFHANKLIKES.

Volle naam (blokletters).	Presiese datum van geboorte.	Verwantskap.	Chroniese Ongeskikthede.

Ek verklaar plegtig en opreg dat alle besonderhede wat ek in hierdie vorm verstrek het, na my beste wete en oortuiging korrek en waar is en dat die bogenoemde afhanklikes by my inwoon, geen inkomste ontvang nie en aan geen siekteaandoening of swakheid van 'n chroniese aard ly nie, uitgesonderd soos hierbo gespesifiseer. Gedateer op hede die _____ dag van _____ 19____

Handtekening _____

Fondsdokter _____

AANHANGSEL C (E) VAN SIEKTEBYSTANDFONDS-OOREENKOMS.

Vorm SBF 2.

SIEKTEBYSTANDFONDS VIR DIE KAAPSE MOTORNYWERHEID.

Telephone: 3-0212, 2-6044.

Posbus 1946,
Kaapstad.

EIS OM SIEKTE-/ONGELUKBESOLDIGING*.

1. Naam van lid _____ SBF No. _____
2. Woonadres _____
3. Naam en adres van werkgever _____
4. Tydperk ten opsigte waarvan siekte-/ongelukbesoldiging* geëis word: Van _____ tot _____

Datum _____

MOET DEUR WERKGEWER INGEVUL WORD.

Hierby sertifiseer ek dat _____ wat by my in diens is as 'n _____ van diens afwesig was van _____ vm./nm. op _____ 195____, tot en met _____ vm./nm. op _____ 195____, en dat sy afwesigheid nie die gevolg was van 'n besering wat hy in die loop van sy werk opgedoen het nie, ook nie weens jaarlikse verlof nie.

Datum _____

Handtekening van werkgever _____

Statutes of the Union of South Africa, 1954

PUBLISHED BY AUTHORITY

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Wette van die Unie van Suid-Afrika, 1954

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All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 966.]

[6 May 1955.]

INDUSTRIAL CONCILIATION ACT, 1937.

LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE).

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Cleaning and Dyeing Industry (Cape), shall be binding from 11th May, 1955, and for the period ending 10th November, 1957, upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and the employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 19 (inclusive) and 23 to 26 (inclusive) of the said Agreement shall be binding from 11th May, 1955, and for the period ending 10th November, 1957, upon the other employers and employees engaged or employed in the said industry in the Magisterial Districts of Bellville, the Cape, Paarl, Simonstown, Somerset West, Stellenbosch, Wellington and Wynberg; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Bellville, the Cape, Paarl, Simonstown, Somerset West, Stellenbosch, Wellington and Wynberg and from 11th May, 1955, and for the period ending 10th November 1957, the provisions contained in clauses 3 to 19 (inclusive) and 23 to 26 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

J. DE KLERK,
Minister of Labour.

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 966.]

[6 Mei 1955.]

NYWERHEID-VERSOENINGSWET, 1937.

WAS-, SKOONMAAK- EN KLEURNYWERHEID (KAAP).

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Was-, Skoonmaak- en Kleurnywerheid (Kaap) betrekking het, vanaf 11 Mei 1955 en vir die tydperk wat op 10 November 1957 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 19 en 23 tot en met 26 van genoemde Ooreenkoms vanaf 11 Mei 1955 en vir die tydperk wat op 10 November 1957 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid, in die magistraatsdistrikte Bellville, die Kaap, Paarl, Simonstad, Somerset-Wes, Stellenbosch, Wellington en Wynberg; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 19 en 23 tot en met 26 van genoemde Ooreenkoms vanaf 11 Mei 1955 en vir die tydperk wat op 10 November 1957 eindig in die magistraatsdistrikte Bellville, die Kaap, Paarl, Simonstad, Somerset-Wes, Stellenbosch, Wellington en Wynberg *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordomskeywing „werknemer” vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the

Cape Town and District Laundry, Cleaners' and Dyers' Association

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

National Union of Laundering, Cleaning and Dyeing Workers (hereinafter referred to as "the employees" or "the trade union") of the other part.

1. SCOPE AND APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Bellville, the Cape, Wynberg, Simonstown, Paarl, Somerset West, Stellenbosch and Wellington, by all members of the employers' organisation who are engaged, and all members of the trade union who are employed in the Laundry, Cleaning and Dyeing Industry.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act, and shall remain in force for a period of two and a half years, or for such period as may be determined by him.

3. DEFINITIONS.

(1) Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act; any 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, 1937;

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

"cannasser" means an employee, other than a receiving depot assistant, or messenger boy, who on a house to house round is engaged in inviting, soliciting or canvassing a new or repeat order for goods to be laundered, dry-cleaned or dyed and who may collect goods for laundering, cleaning or dyeing and may deliver goods to customers and accept payment in respect thereof; and who may supervise the work of a vanman;

"casual employee" means an employee who is employed by the same employer on not more than three days in any 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;

"checker" means an employee engaged in checking articles for the purpose of verifying the numbers marked on the articles and to check the articles so marked with the customer's list or firm's invoice before and/or after the processing of such articles, and who may, under the supervision of an invoice clerk, invoice or price such articles;

"checker, qualified," means a checker who has had not less than one year's experience;

"checker, unqualified," means a checker who has had less than one year's experience;

"checker's assistant or caller-out" means an employee engaged in opening up parcels or bundles of articles to be laundered, cleaned or dyed and counting out or calling over such articles to the checker;

"cleaner" means an employee who directs and supervises the work of employees engaged in cleaning articles by the spirit, dry cleaning or wet washing process in the dry cleaning section of an establishment and who is responsible for the nature of the treatment to be employed in removing spots or stains from articles; and who may himself engage in such work;

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

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

"clerical employee" means an employee, other than a telephone operator, checker, marker, examiner and packer, receiving depot assistant or invoice clerk, engaged in writing, typing or other form of clerical work, and includes a cashier, storeman and despatch clerk;

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

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

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

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

"Council" means the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Cape);

"despatch clerk" means an employee who receives parcels already assembled, and who is responsible for the despatch thereof;

BYLAE.

NYWERHEIDSRAAD VIR DIE WAS-, SKOONMAAK- EN KLEURNYWERHEID (KAAP).

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

Cape Town and District Laundry, Cleaners' and Dyers' Association

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

National Union of Laundering, Cleaning and Dyeing workers (hieronder „die werknemers" of „die vakvereniging" genoem), aan die ander kant.

1. BESTEK EN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraats-distrikte Bellville, Die Kaap, Wynberg, Simonstad, Paarl, Somerset-Wes, Stellenbosch en Wellington nagekom word deur al die lede van die werkgewersorganisasie wat die was-, skoonmaak- en kleurnywerheid uitoefen en deur al die lede van die vakvereniging wat in daardie nywerheid in diens is.

2. GELDIGHEDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat kragtens artikel agt-en-veertig van die Wet deur die Minister van Arbeid vasgestel word en bly van krag vir 'n tydperk van twee en 'n half jaar of vir sodanige tydperk as wat hy kan bepaal.

3. WOORDOMSKRYWINGS.

(1) Enige uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Nywerheid-versoeningswet, 1937, omskryf word, het dieselfde betekenis as in daardie Wet; verwysing na 'n wet omvat enige wysiging van so 'n wet en, tensy 'n ander bedoeling blyk, omvat woorde van die manlike geslag ook vroue, voorts, tensy dit met die samehang in stryd is, beteken—

„Wet", die Nywerheid-versoeningswet, 1937;

„ketelbediener", 'n werknemer wat 'n stoomketel stook en die waterstand en stoomdruk op peil hou;

„bestellingswerwer", 'n werknemer (uitgesonderd 'n ontvang-depotdienaar of afleweringsbode) wat eerste bestellings of nabestellings vir die was en stryk, droogskoonmaak of kleuring van goedere van huis tot huis aanvra, versoek of werf en gemagtig is om goedere wat gewas en gestryk, skoongemaak of gekleur moet word, op te haal, goedere aan klante af te lewer en betaling ten opsigte daarvan aan te neem, en toesig oor die werk van 'n bestelwaman uit te oefen;

„los werknemer", 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

„onderbaas", 'n werknemer wat, onder toesig van 'n voorman, voorvrou, skoonmaker of kleurder, die opsig oor 'n groep of afdeling werknemers het;

„nasiener", 'n werknemer wat goedere nasien met die doel om die nommers waarmee die goedere gemerk is, vas te stel en die goedere wat aldus gemerk is, met die lys van die klant of met die firma se faktuur te vergelyk voor en/of na die prosesbehandeling van daardie goedere, en wat gemagtig is om, onder toesig van 'n faktuurklerk, die fakture vir die goedere in te vul of die pryse daarvoor toe te wys;

„nasiener, gekwalifiseer", 'n nasiener met minstens een jaar ondervinding;

„nasiener, ongekwalifiseer", 'n nasiener met minder as 'n jaar ondervinding;

„nasienerassistent of afroeper", 'n werknemer wat pakkette of bondels goedere wat gewas en gestryk, skoongemaak of gekleur moet word, oopmaak en die goedere vir die nasiener uittel of afroep;

„skoonmaker", 'n werknemer wat die beheer en toesig het oor die werk van werknemers belas met die skoonmaak van goedere deur middel van die bensien-, droogskoonmaak- of natwasproses in die droogskoonmaakafdeling van 'n inrigting, en verantwoordelik is vir die toepaslike soort behandeling om kolle of vlekke uit goedere te verwyder, en wat self gemagtig is om daardie werk te doen;

„skoonmaker, gekwalifiseer", 'n skoonmaker met minstens vyf jaar ondervinding;

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

„klerklike werknemer", 'n werknemer wat nie 'n telefonis, 'n nasiener, 'n merker, 'n ondersoeker en verpakker, 'n ontvang-depotdienaar of 'n faktuurklerk is nie en wat skryfwerk, tikwerk, of 'n ander soort klerklike werk doen, en sluit 'n kassier, 'n magasynman en 'n versendingsklerk in;

„klerklike werknemer, manlik, gekwalifiseer", 'n manlike klerklike werknemer met minstens vyf jaar ondervinding;

„klerklike werknemer, manlik, ongekwalifiseer", 'n manlike klerklike werknemer met minder as vyf jaar ondervinding;

„klerklike werknemer, vroulik, gekwalifiseer", 'n vroulike klerklike werknemer met minstens vier jaar ondervinding;

„klerklike werknemer, vroulik, ongekwalifiseer", 'n vroulike klerklike werknemer met minder as vier jaar ondervinding;

„Raad", die Nywerheidsraad vir die Was-, Skoonmaak- en Kleurnywerheid (Kaap);

„versendingsklerk", 'n werknemer wat pakkette wat klaar byeengeplaas is, ontvang en vir die versending daarvan verantwoordelik is;

"driver of an animal-drawn vehicle" means an employee who cleans animals and/or vehicles, drives animal-drawn vehicles, loads and unloads, and delivers and collects goods;

"driver of a motor vehicle" means an employee other than a canvasser engaged in driving a motor vehicle and who, in addition to driving, may receive money collected from customers, and for the purposes of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive, and who may collect goods for laundering, cleaning and dyeing, and who may deliver such goods;

"dyer" means an employee who is engaged in and/or is in charge of and responsible for the process of dyeing, including the mixing of colours and the regulation of the temperature of the dye solution;

"establishment" means any premises in or in connection with which one or more employees are employed in the laundering, cleaning or dyeing trade and includes a receiving depot;

"examiner" means an employee engaged in examining for faults or blemishes articles which have been laundered, cleaned or dyed after the completion of the processes involved;

"examiner, qualified," means an examiner who has had not less than six months' experience;

"examiner, unqualified," means an examiner who has had less than six months' experience;

"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 an 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 of their duties;

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

"general worker" means an employee who is restricted to the following duties: Turning out pockets; brushing turnups; hanging up articles in the factory, carrying garments, sweeping and cleaning premises, accompanying a driver of a motor vehicle or canvasser exclusively for the purpose of keeping watch on the contents of the van during the absence of such driver or canvasser; or while the driver or canvasser is otherwise engaged; washing and cleaning delivery vans;

"hat blocker and/or shaper" means an employee engaged in blocking and/or ironing and/or shaping a hat after it has been cleaned;

"hat blocker and/or shaper, qualified," means a hat blocker and/or shaper who has had not less than six months' experience;

"hat blocker and/or shaper, unqualified," means a hat blocker and/or shaper who has had less than six months' experience;

"invisible mender" means an employee engaged in mending or repairing a garment or other article composed of woven or knitted material by hand or machine, using the stitching, fine-drawing or reentering process according to the kind of tear or damage to the material, and may include the mending of silk or other hosiery by drawing through the broken threads;

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

"invisible mender, unqualified," means an invisible mender who has had less than two years' experience;

"invoice clerk" means an employee engaged in entering up and pricing articles on the firm's invoice;

"invoice clerk, qualified," means an invoice clerk who has had not less than two years' experience;

"invoice clerk, unqualified," means an invoice clerk who has had less than two years' experience;

"ironer" means an employee engaged in ironing articles with a hand iron;

"ironer, qualified," in the dry cleaning section of the Industry, means an ironer who has had not less than one year's experience;

"ironer, unqualified," in the dry cleaning section of the Industry means an ironer who has had less than one year's experience;

"ironer, qualified," in the laundry section of the Industry, means an ironer who has had not less than three months' experience;

"ironer, unqualified," in the laundry section of the Industry, means an ironer who has had less than three months' experience;

"Laundry, Cleaning and Dyeing Industry" or "Industry" means the industry in which employers and employees are associated for the purpose of laundering, cleaning or dyeing all types of woven, spun, knitted or crocheted fabrics, or articles made from such fabrics including upholstery or upholstered articles and includes all operations incidental thereto or consequent thereon, if carried out by such employers and their employees;

"machine operator or attendant" means an employee who operates, attends, starts or stops a power-driven machine and who may feed or take off from such machine; and the expression "operating or attending a machine" shall have a corresponding meaning;

"maintenance man" means an employee other than a mechanic, engaged in making minor repairs and adjustments to machinery, plant, buildings or other equipment;

"dierevoertuigdrywer", 'n werknemer wat diere en/of voertuie skoonmaak, dierevoertuie dryf, en goedere oplaai, aflaai, aflewer en ophaal;

"motorvoertuigbestuurder", 'n werknemer (uitgesonderd 'n bestellingwerwer) wat 'n motorvoertuig bestuur en wat, benewens die voertuig te bestuur, geld wat van klante ingevorderd word, kan ontvang, by die toepassing van welke omskrywing daaroponder 'n motorvoertuig bestuur' ook inbegrepe is al die tyd wat deur die besturing in beslag geneem word, al die tyd wat die bestuurder aan werk in verband met die voertuig op die vraag bestee, en al die tyd wat hy op sy pos gered moet bly om te bestuur, en wat gemagtig is om goedere wat gewas en gestryk, skoonmaak of gekleur moet word, op te haal en sulke goedere af te lewer;

"kleurder", 'n werknemer wat belas is met die toepassing van, en/of die beheer het oor, of verantwoordelik is vir die kleuringproses, met inbegrip van die kleurmenging en die regulering van die kleurseloplossing se temperatuur;

"inrigting", 'n perseel waarin of in verband waarmee een of meer werknemers in die was-, skoonmaak- of kleurnywerheid in diens is, en sluit 'n ontvangdepot in;

"ondersoeker", 'n werknemer wat goedere wat gewas en gestryk, skoonmaak of gekleur is, nasien om foute of beskadigde plekke te soek na behandeling volgens die betrokke prosesse;

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

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

"ondervinding", 'n werknemer se gehele dienstyd in die bepaalde werk wat hy doen of al sy dienstydperke daarin;

"voorman", 'n werknemer wat die opsig oor die werknemers in 'n inrigting het en wat beheer oor sulke werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul werk behoorlik doen;

"vooryou", 'n werknemer wat die opsig oor die vroulike werknemers in 'n inrigting het en daarvoor verantwoordelik is dat hulle hul werk behoorlik doen;

"algemene werknemer", 'n werknemer wie se werk net is om klere se sakke om te keer, omslagkante te borsel, goedere in die inrigting op te hang, kledingstukke aan te dra, persele te vee en skoon te maak, saam met 'n motorvoertuigbestuurder of bestellingwerwer te gaan net om die bestelwa se vraag tydens afwesigheid van die bestuurder of bestellingwerwer op te pas, of om bestelwaens te was en skoon te maak wanneer die bestuurder of bestellingwerwer ander werk doen;

"hoedeblokker en/of -fatsoeneerder", 'n werknemer wat 'n hoed, nadat dit skoonmaak is, blok en/of stryk en/of fatsoeneer;

"hoedeblokker en/of -fatsoeneerder, gekwalifiseer", 'n hoedeblokker en/of -fatsoeneerder met minstens ses maande ondervinding;

"hoedeblokker en/of -fatsoeneerder, ongekwalifiseer", 'n hoedeblokker en/of -fatsoeneerder met minder as ses maande ondervinding;

"blindstopper", 'n werknemer wat 'n kledingstuk of iets anders wat uit geweefde of gebreide materiaal gemaak is, met die hand of met 'n masjien heelmaak of herstel deur toepassing van die hermelyn-, fyndraad- of fynstopproses (na gelang van hoe die materiaal geskeur of beskadig is), waaronder ook begrepe kan wees die heelmaak van sykouse of ander kousstowware deur middel van deurtrekking van die gebreekte drade;

"blindstopper, gekwalifiseer", 'n blindstopper met minstens twee jaar ondervinding;

"blindstopper, ongekwalifiseer", 'n blindstopper met minder as twee jaar ondervinding;

"faktuurklerk", 'n werknemer wat goedere, en die pryse daarvoor, op die faktuur van die firma inskryf;

"faktuurklerk, gekwalifiseer", 'n faktuurklerk met minstens twee jaar ondervinding;

"faktuurklerk, ongekwalifiseer", 'n faktuurklerk met minder as twee jaar ondervinding;

"stryker", 'n werknemer wat goedere met 'n handstrykyster stryk;

"stryker, gekwalifiseer", in die droogskoonmaakafdeling van die bedryf, 'n stryker met minstens 'n jaar ondervinding;

"stryker, ongekwalifiseer", in die droogskoonmaakafdeling van die bedryf, 'n stryker met minder as 'n jaar ondervinding;

"stryker, gekwalifiseer", in die wasseryafdeling van die bedryf, 'n stryker met minstens drie maande ondervinding;

"stryker, ongekwalifiseer", in die wasseryafdeling van die bedryf, 'n stryker met minder as drie maande ondervinding;

"was-, skoonmaak- en kleurnywerheid," of "die bedryf", die bedryf waarin werkgewers en werknemers in onderlinge betrekking tot mekaar staan met die doel om alle soorte geweefde, gespinde, gebreide of gehekelde materiaal, of goedere wat van sodanige materiaal vervaardig is (met inbegrip van stoffeerwerk of gestoffeerde goedere), te was en te stryk, skoon te maak of te kleur, en omvat elke bedrywigheid wat daarmee in verband staan of daaruit voortspruit, indien deur sulke werkgewers en hulle werknemers verrig;

"masjienbediener of -oppasser", 'n werknemer wat 'n kragmasjien bedien, oppas, aansit of stopsit, en wat die masjien kan voer of daarvan afneem, en die uitdrukking "n masjien bedien of oppas" dra 'n ooreenstemmende betekenis;

"onderhoudman", 'n werknemer (uitgesonderd 'n werktuigkundige) wat herstelwerkies en klein verstellings aan masjinerie, beskryfsinstallasies, geboue of ander toerusting doen;

"mangle hand" means an employee who operates a mangle and includes a shaker, preparer, feeder, receiver and folder;

"marker" means an employee engaged in marking articles for identification and who may open parcels or bundles before marking the contents thereof and who may record comments on the firm's invoice or customer's list regarding the condition and description of the articles received; provided that where articles have already been marked, the employees may in addition verify such marking with the firm's invoice or customer's list;

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

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

"mechanic" means an employee who is a skilled tradesman or artisan;

"mechanic's labourer" means an employee who, under the supervision of a mechanic or maintenance man, assists either of them in making minor adjustments to, or greases and oils machinery and plant;

"mechanic's labourer, qualified," means a mechanic's labourer who has had not less than three months' experience;

"mechanic's labourer, unqualified," means a mechanic's labourer who has had less than three months' experience;

"mender and/or seamstress" means an employee, other than an invisible mender, engaged in making alterations and/or major repairs to garments or other woven or knitted articles;

"mender and/or seamstress, qualified," means a mender and/or seamstress who has had not less than six months' experience;

"mender and/or seamstress, unqualified," means a mender and/or seamstress who has had less than six months' experience;

"messenger boy" means an employee who delivers or collects articles, as and when required to fulfil casual orders, on foot or by means of a bicycle or hand-propelled vehicle;

"packer" means an employee engaged in assembling, wrapping and parcelling garments or other articles for despatch;

"packer, qualified," means a packer in the dry cleaning section who has had not less than six months' experience;

"packer, unqualified," means a packer in the dry cleaning section who has had less than six months' experience;

"piece-work or taskwork" means any system under which an employee's remuneration is based upon the quantity or output of work done;

"plain sewer" means an employee, other than an invisible mender or a mender and/or seamstress, engaged in making minor repairs to garments or other woven or knitted articles including the replacements of hat linings, hat bands, belts, buckles, buttons or other fastenings and darning hosiery;

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

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

"presser" means an employee engaged in operating a pressing machine;

"presser, qualified," in the dry cleaning section of the Industry, means a presser who has had not less than nine months' experience;

"presser, unqualified," in the dry cleaning section of the Industry, means a presser who has had less than nine months' experience;

"presser, qualified," in the laundry section of the Industry, means a presser who has had less than three months' experience;

"presser, unqualified," in the laundry section of the Industry, means a presser who has had less than three months' experience;

"receiving depot assistant" means an employee engaged in receiving from customers articles to be laundered, cleaned or dyed and/or in re-issuing to customers such articles after processing, and includes the acceptance of money for the processing of such articles, the banking of such money and/or who is responsible for keeping the records of the depot;

"receiving depot assistant, qualified," means a receiving depot assistant who has had not less than one year's experience;

"receiving depot assistant, unqualified," means a receiving depot assistant who has had less than one year's experience;

"shirt and collar machinist" means an employee engaged in ironing collars and/or shirts by machine;

"shirt and collar machinist, qualified," means a shirt and collar machinist who has had not less than three months' experience;

"shirt and collar machinist, unqualified," means a shirt and collar machinist who has had less than three months' experience;

"short time" means a temporary reduction in the number or ordinary hours of work of an employee due to a general breakdown of plant or machinery or a threatened breakdown of buildings, caused by accident or unforeseen emergency or to slackness of trade due to seasonal or other fluctuation in trade, or to shortage of raw material;

"sorter" means an employee engaged in sorting articles according to the identification marks and who may assemble completed articles for invoicing or packing;

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

"mangelbediener", 'n werknemer wat 'n mangel bedien, en sluit iemand in wat die goedere uitskud, gereedmaak, inlaat, opvang of vou;

"merker", 'n werknemer wat goedere vir uitkenning merk en gemagtig is om pakkette of bondels oop te maak voordat hy die inhoud daarvan merk, en aantekening in die firma se faktuur of op die klant se lys te maak van die toestand en die beskrywing van die goedere wat ontvang word; met dien verstande dat wanneer goedere reeds gemerk is, die werknemer ook nog kan vasstel of die betrokke merke met die firma se faktuur of met die klant se lys ooreenkom;

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

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

"werktuigkundige", 'n werknemer wat 'n geskoolde vakman of ambagsman is;

"werktuigkundige se handlanger", 'n werknemer wie se werk dit is om, onder die toesig van 'n werktuigkundige of 'n onderhoudman, die een of ander van hulle by die aanbring van klein verstellings aan masjinerie en bedryfsinstallasies behulpsaam te wees, of masjinerie en bedryfsinstallasie te ghries en te olie;

"werktuigkundige se handlanger, gekwalifiseer", 'n werktuigkundige se handlanger met minstens drie maande ondervinding;

"werktuigkundige se handlanger, ongekwalifiseer", 'n werktuigkundige se handlanger met minder as drie maande ondervinding;

"versteller en/of naaister", 'n werknemer (behalwe 'n blindstopper) wat kledingstukke of ander geweeftde of gebede goedere verander en/of belangrike herstelwerk daaraan doen;

"versteller en/of naaister, gekwalifiseer", 'n versteller en/of naaister met minstens ses maande ondervinding;

"versteller en/of naaister, ongekwalifiseer", 'n versteller en/of naaister met minder as ses maande ondervinding;

"afleweringsbode", 'n werknemer wat goedere te voet of per fiets of met 'n stootwaentjie aflower of ophaal na gelang dat, en wanneer, dit nodig is om terloopse bestellings uit te voer;

"verpakker", 'n werknemer wat kledingstukke en ander goedere vir afsending byeenplaas, indraai en in pakkette toemaak;

"verpakker, gekwalifiseer", 'n verpakker in die droogskoonmaakafdeling met minstens ses maande ondervinding;

"verpakker, ongekwalifiseer", 'n verpakker in die droogskoonmaakafdeling met minder as ses maande ondervinding;

"stakwerk of taakwerk", 'n werkwysse waarby 'n werknemer se besoldiging volgens die hoeveelheid of omvang van verrigte werk bereken word;

"gewone naaiwerker", 'n werknemer (behalwe 'n blindstopper of 'n versteller en/of naaister) wat herstelwerkies aan kledingstukke of aan ander geweeftde of gebede goedere doen, waaronder ook begrepe is die werk van hoedevoerings opnuut in te sit, hoedbande, lyfbande of gespes opnuut aan te sit, knope of ander vasmaakgoed opnuut aan te werk, en kousstoware te stop;

"gewone naaiwerker, gekwalifiseer", 'n gewone naaiwerker met minstens ses maande ondervinding;

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

"perser", 'n werknemer wat 'n persmasjien bedien;

"perser, gekwalifiseer", 'n perser in die droogskoonmaakafdeling van die bedryf 'n perser met minstens nege maande ondervinding;

"perser, ongekwalifiseer", 'n perser in die droogskoonmaakafdeling van die bedryf 'n perser met minder as nege maande ondervinding;

"perser, gekwalifiseer", 'n perser in die wasseryafdeling van die bedryf 'n perser met minstens drie maande ondervinding;

"perser, ongekwalifiseer", 'n perser in die wasseryafdeling van die bedryf 'n perser met minder as drie maande ondervinding;

"ontvangdepotdienaar", 'n werknemer wat goedere wat gewas en gestryk, skoonmaak of gekleur moet word, van klante ontvang en/of sulke goedere na die prosesbehandeling daarvan aan klante teruglewer (waaronder ook die aanneem van die geld vir die prosesbehandeling van sulke goedere en die bank van daardie geld begrepe is), en/of wat vir die aantekenwerk van die depot verantwoordelik is;

"ontvangdepotdienaar, gekwalifiseer", 'n ontvangdepotdienaar met minstens 'n jaar ondervinding;

"ontvangdepotdienaar, ongekwalifiseer", 'n ontvangdepotdienaar met minder as 'n jaar ondervinding;

"hemde- en boordjistrykmasjienbediener", 'n werknemer wat hemde en/of boordjies met 'n masjien stryk;

"hemde- en boordjistrykmasjienbediener, gekwalifiseer", 'n hemde- en boordjistrykmasjienbediener met minstens drie maande ondervinding;

"hemde- en boordjistrykmasjienbediener, ongekwalifiseer", 'n hemde- en boordjistrykmasjienbediener met minder as drie maande ondervinding;

"korttyd", 'n tydelike vermindering van die getal gewone werke van 'n werknemer deurdat die bedryfsinstallasie of masjinerie geheel onklaar raak of geboue dreig om in te stort, ten gevolge van 'n ongeval of onvoorsiene noodgeval, of deurdat daar 'n slappe in die bedryf is weens bedryfsmoeling na gelang van die jaargety of ander omstandighede, of deurdat daar 'n tekort aan grondstowwe is;

"sorteerder", 'n werknemer wat goedere volgens hulle uitkenningmerke sorteer en wat gemagtig is om klaarbehandelde goedere byeen te plaas om gefaktureer of verpak te word;

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

"sorter, unqualified," means a sorter who has had less than six months' experience;
 "spotter" means an employee engaged in removing spots or stains from articles by any process other than water brushing;
 "spotter, qualified," means a spotter who has had not less than six months' experience;
 "spotter, unqualified," means a spotter who has had less than six months' experience;
 "tumbler attendant" means an employee who attends to or operates a tumbler machine;
 "steamer" means an employee who operates a puff steamer, steam board or trouser stretcher;
 "vanman" means an employee who under the supervision of a canvasser or a driver of a motor vehicle assists such driver or canvasser in the performance of his duties, but who does not drive a motor vehicle or invite, solicit or canvass orders;
 "wage" means that portion of remuneration payable to an employee in money in respect of the ordinary hours of work laid down in section 6 (1);
 "wet cleaner or water brusher" means an employee engaged in washing articles by hand with the use of a brush, cloth or sponge and soap or a soap solution or powder, and shall include a steam gun operator;
 "wet cleaner or water brusher, qualified," means a wet cleaner or water brusher who has had not less than three months' experience;
 "wet cleaner or water brusher, unqualified," means a wet cleaner or water brusher who has had less than three months' experience.

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

4. REMUNERATION.

(1) Subject to the provisions of this section and of section 5, the minimum weekly wage and cost of living allowance which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder:—

A.—General.

	Basic Wage.			Per Week. Cost of Living Allowance.			Total.		
	£	s.	d.	£	s.	d.	£	s.	d.
Boiler attendant.....	2	0	0	0	18	3	2	18	3
Canvasser.....	4	0	0	2	0	0	6	0	0
Casual employee: For each day or part of a day, one-fifth of the wage prescribed for an employee of his class.									
Chargehand—									
In charge of wet cleaners or water brushers.....	2	5	0	1	0	9	3	5	9
In charge of general workers..	2	2	6	1	0	9	3	3	3
In charge of other employees—10s. per week more than the highest qualified weekly wage prescribed in this Agreement for the employees under his charge.									
Clerical employee, male, qualified	5	15	5	2	16	6	8	11	11
Clerical employee, male, unqualified—									
For the first year of experience	1	16	11	0	18	3	2	15	2
For the second year of experience.....	2	13	1	1	4	9	3	17	10
For the third year of experience	3	9	3	1	13	3	5	2	6
For the fourth year of experience.....	4	5	4	2	4	0	6	9	4
For the fifth year of experience	5	1	6	2	12	0	7	13	6
Clerical employee, female, qualified.....	3	9	3	1	13	3	5	2	6
Clerical employee, female, unqualified—									
For the first year of experience	1	16	11	0	18	3	2	15	2
For the second year of experience.....	2	5	0	1	0	9	3	5	9
For the third year of experience	2	13	1	1	4	9	3	17	10
For the fourth year of experience.....	3	1	2	1	10	6	4	11	8
Driver of motor vehicle.....	4	0	0	2	0	0	6	0	0
Driver of animal-drawn vehicle	1	13	6	0	16	9	2	10	3
Examiner, qualified.....	2	0	0	0	18	3	2	18	3
Examiner, unqualified—									
During first three months of experience.....	1	7	6	0	13	9	2	1	3
During second three months of experience.....	1	12	6	0	16	9	2	9	3

„sorteerder, ongekwalifiseer,” ’n sorteerder met minder as ses maande ondervinding;
 „vlekuithaler”, ’n werknemer wat kolle of vlekke uit goedere verwyder deur middel van enige proses behalwe om met water te borsel;
 „vlekuithaler, gekwalifiseer,” ’n vlekuithaler met minstens ses maande ondervinding;
 „vlekuithaler, ongekwalifiseer,” ’n vlekuithaler met minder as ses maande ondervinding;
 „droogtrommelbediener”, ’n werknemer wat ’n droogtrommel-masjien oppas of bedien;
 „stomer”, ’n werknemer wat met ’n pofgoedstomer, ’n stoom-blad of ’n broekspanraam werk;
 „bestelwaman”, ’n werknemer wat ’n bestellingwerwer of motorvoertuigbestuurder by die verrigting van dié se werk behulpsaam is, onder die toesig van die bestellingwerwer of bestuurder, maar wat nie ’n motorvoertuig bestuur of bestellings aanvaar, versoek of werf nie;
 „loon”, dié deel van die besoldiging wat in geld aan ’n werknemer betaalbaar is ten opsigte van die gewone werkure wat in klousule 6 (1) voorgeskryf word;
 „natskoonmaker of waterborselaar”, ’n werknemer wat goedere met die hand was en daarby ’n borsel, doek of spons met seep of ’n seepoplossing of -poeier gebruik, en omvat iemand wat met ’n stoomspuit werk;
 „natskoonmaker of waterborselaar, gekwalifiseer,” ’n natskoonmaker of waterborselaar met minstens drie maande ondervinding;
 „natskoonmaker of waterborselaar, ongekwalifiseer,” ’n natskoonmaker of waterborselaar met minder as drie maande ondervinding.

(2) Om ’n werknemer te klassifiseer by die toepassing van hierdie Ooreenkoms, word dit geag dat hy tot dié klas behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. BESOLDIGING.

(1) Behoudens die bepalinge van hierdie klousule en van klousule 5, moet ’n werkgewer die minimum loon wat hieronder vermeld word, aan elke lid van onderstaande klasse van sy werknemers betaal:—

A.—Algemeen.

	Basiese loon.			Per week. Lewens-koste-toelae.			Totaal.		
	£	s.	d.	£	s.	d.	£	s.	d.
Ketelbediener.....	2	0	0	0	18	3	2	18	3
Bestellingwerwer.....	4	0	0	2	0	0	6	0	0
Los werknemer: Vir elke dag of gedeelte van ’n dag, een-vyfde van die voorgeskryfde loon vir ’n werknemer van sy klas.									
Onderbaas—									
Wat die toesig oor natskoonmakers of waterborselaars het.....	2	5	0	1	0	9	3	5	9
Wat die toesig oor algemene werknemers het.....	2	2	6	1	0	9	3	3	3
Wat die toesig oor ander werknemers het, 10s. per week meer as die hoogste weekloon wat ten opsigte van gekwalifiseerdes in hierdie ooreenkoms voorgeskryf word vir die werknemers wat onder sy toesig staan.									
Klerklike werknemer, manlik, gekwalifiseer.....	5	15	5	2	16	6	8	11	11
Klerklike werknemer, manlik, ongekwalifiseer—									
Gedurende 1e jaar ondervinding.....	1	16	11	0	18	3	2	15	2
Gedurende 2e jaar ondervinding.....	2	13	1	1	4	9	3	17	10
Gedurende 3e jaar ondervinding.....	3	9	3	1	13	3	5	2	6
Gedurende 4e jaar ondervinding.....	4	5	4	2	4	0	6	9	4
Gedurende 5e jaar ondervinding.....	5	1	6	2	12	0	7	13	6
Klerklike werknemer, vroulik, gekwalifiseer.....	3	9	3	1	13	3	5	2	6
Klerklike werknemer, vroulik, ongekwalifiseer—									
Gedurende 1e jaar ondervinding.....	1	16	11	0	18	3	2	15	2
Gedurende 2e jaar ondervinding.....	2	5	0	1	0	9	3	5	9
Gedurende 3e jaar ondervinding.....	2	13	1	1	4	9	3	17	10
Gedurende 4e jaar ondervinding.....	3	1	2	1	10	6	4	11	8
Motorvoertuigbestuurder.....	4	0	0	2	0	0	6	0	0
Dierevoertuigdrywer.....	1	13	6	0	16	9	2	10	3
Ondersoeker, gekwalifiseer.....	2	0	0	0	18	3	2	18	3
Ondersoeker, ongekwalifiseer—									
Gedurende 1e drie maande ondervinding.....	1	7	6	0	13	9	2	1	8
Gedurende 2e drie maande ondervinding.....	1	12	6	0	16	9	2	9	3

	Basic Wage.		Per Week. Cost of Living Allowance.		Total.	
	£	s. d.	£	s. d.	£	s. d.
Foreman.....	7	10 0	3	8 0	10	18 0
Forewoman.....	4	10 0	2	4 0	6	14 0
Invisible mender, qualified.....	3	0 0	1	7 6	4	7 6
Invisible mender, unqualified—						
For the first six months of experience.....	1	15 0	0	16 9	2	11 9
For the second six months of experience.....	2	1 6	1	0 9	3	2 3
For the third six months of experience.....	2	8 0	1	2 3	3	10 3
For the fourth six months of experience.....	2	14 6	1	4 9	3	19 3
Invoice clerk, male, qualified.....	4	12 4	2	8 0	7	0 4
Invoice clerk, male, unqualified—						
For the first six months of experience.....	1	16 11	0	18 3	2	15 2
For the second six months of experience.....	2	10 9	1	4 9	3	15 6
For the third six months of experience.....	3	4 7	1	10 6	4	15 1
For the fourth six months of experience.....	3	18 6	2	0 0	5	18 6
Invoice clerk, female, qualified.....	3	0 0	1	7 6	4	7 6
Invoice clerk, female, unqualified—						
For the first six months of experience.....	1	16 11	0	18 3	2	15 2
For the second six months of experience.....	2	2 6	1	0 9	3	3 3
For the third six months of experience.....	2	8 6	1	2 3	3	10 9
For the fourth six months of experience.....	2	14 3	1	4 9	3	19 0
Maintenance man.....	5	0 0	2	8 0	7	8 0
Mender and/or seamstress, qualified.....	1	17 6	0	18 3	2	15 9
Mender and/or seamstress, unqualified—						
During the first three months of experience.....	1	7 6	0	13 9	2	1 3
During the second three months of experience.....	1	12 6	0	16 9	2	9 3
Mechanic.....	7	9 6	3	8 0	10	17 6
Mechanic's labourer, qualified.....	1	17 6	0	18 3	2	15 9
Mechanic's labourer, unqualified.....	1	12 6	0	16 9	2	9 3
Messenger boy.....	1	13 6	0	16 9	2	10 3
Plain sewer and/or pleater, qualified.....	1	15 0	0	16 9	2	11 9
Plain sewer and/or pleater, unqualified—						
During first three months of experience.....	1	5 0	0	13 0	1	18 0
During second three months of experience.....	1	10 0	0	13 9	2	3 9
Receiving depot assistant, qualified.....	2	11 0	1	4 9	3	15 9
Receiving depot assistant, unqualified—						
During first six months of experience.....	1	17 6	0	18 3	2	15 9
During second six months of experience.....	2	2 6	1	0 9	3	3 3
Telephone operator.....	2	10 0	1	2 3	3	12 3
Tumbler attendant.....	1	13 6	0	16 9	2	10 3
Vanman.....	1	13 6	0	16 9	2	10 3
Watchman or caretaker.....	2	0 0	0	18 3	2	18 3
Employees not elsewhere specified in this sub-section—						
During first three months of experience.....	1	12 6	0	16 9	2	9 3
Thereafter.....	1	15 0	0	16 9	2	11 9

B.—Dry Cleaning Section.

	Basic Wage.		Per Week. Cost of Living Allowance.		Total.	
	£	s. d.	£	s. d.	£	s. d.
Benzine washing machine operator, qualified.....	2	0 0	0	18 3	2	18 3
Benzine washing machine operator, unqualified, during first three months of experience.....	1	13 6	0	16 9	2	10 3
Checker, qualified.....	2	5 0	1	0 9	3	5 9
Checker, unqualified—						
During first six months of experience.....	1	17 6	0	18 3	2	15 9

	Basiese loon.		Per week. Lewens- koste- toelae.		Totaal.	
	£	s. d.	£	s. d.	£	s. d.
Voorman.....	7	10 0	3	8 0	10	18 0
Voorvrouw.....	4	10 0	2	4 0	6	14 0
Blindstopper, gekwalifiseer.....	3	0 0	1	7 6	4	7 6
Blindstopper, ongekwalifiseer—						
Gedurende 1e ses maande ondervinding.....	1	15 0	0	16 9	2	11 9
Gedurende 2e ses maande ondervinding.....	2	1 6	1	0 9	3	2 3
Gedurende 3e ses maande ondervinding.....	2	8 0	1	2 3	3	10 3
Gedurende 4e ses maande ondervinding.....	2	14 6	1	4 9	3	19 3
Faktuurklerk, manlik, gekwalifiseer.....	4	12 4	2	8 0	7	0 4
Faktuurklerk, manlik, ongekwalifiseer—						
Gedurende 1e ses maande ondervinding.....	1	16 11	0	18 3	2	15 2
Gedurende 2e ses maande ondervinding.....	2	10 9	1	4 9	3	15 6
Gedurende 3e ses maande ondervinding.....	3	4 7	1	10 6	4	15 1
Gedurende 4e ses maande ondervinding.....	3	18 6	2	0 0	5	18 6
Faktuurklerk, vroulik, gekwalifiseer.....	3	0 0	1	7 6	4	7 6
Faktuurklerk, vroulik, ongekwalifiseer—						
Gedurende 1e ses maande ondervinding.....	1	16 11	0	18 3	2	15 2
Gedurende 2e ses maande ondervinding.....	2	2 6	1	0 9	3	3 3
Gedurende 3e ses maande ondervinding.....	2	8 6	1	2 3	3	10 9
Gedurende 4e ses maande ondervinding.....	2	14 3	1	4 9	3	19 0
Onderhoudman.....	5	0 0	2	8 0	7	8 0
Versteller en/of naaister, gekwalifiseer.....	1	17 6	0	18 3	2	15 9
Versteller en/of naaister, ongekwalifiseer—						
Gedurende 1e drie maande ondervinding.....	1	7 6	0	13 9	2	1 3
Gedurende 2e drie maande ondervinding.....	1	12 6	0	16 9	2	9 3
Werktuigkundige.....	7	9 6	3	8 0	10	17 6
Werktuigkundige se handlang, gekwalifiseer.....	1	17 6	0	18 3	2	15 9
Werktuigkundige se handlang, ongekwalifiseer.....	1	12 6	0	16 9	2	9 3
Afleweringbode.....	1	13 6	0	16 9	2	10 3
Gewone naaiwerker en/of plooi, gekwalifiseer.....	1	15 0	0	16 9	2	11 9
Gewone naaiwerker en/of plooi, ongekwalifiseer—						
Gedurende 1e drie maande ondervinding.....	1	5 0	0	13 0	1	18 0
Gedurende 2e drie maande ondervinding.....	1	10 0	0	13 9	2	3 9
Ontvangdepotdienaar, gekwalifiseer.....	2	11 0	1	4 9	3	15 9
Ontvangdepotdienaar, ongekwalifiseer—						
Gedurende 1e ses maande ondervinding.....	1	17 6	0	18 3	2	15 9
Gedurende 2e ses maande ondervinding.....	2	2 6	1	0 9	3	3 3
Telefonis.....	2	10 0	1	2 3	3	12 3
Droogtrommelbediener.....	1	13 6	0	16 9	2	10 3
Bestelwaman.....	1	13 6	0	16 9	2	10 3
Wag of oppasser.....	2	0 0	0	18 3	2	18 3
Werknemers wat nie elders in hierdie subklousule genoem word nie—						
Gedurende 1e drie maande ondervinding.....	1	12 6	0	16 9	2	9 3
Daarna.....	1	15 0	0	16 9	2	11 9

B.—Afdeling Droogskoonmaakery.

	Basiese loon.		Per week. Lewens- koste- toelae.		Totaal.	
	£	s. d.	£	s. d.	£	s. d.
Bensienwasmasjiensbediener, gekwalifiseer.....	2	0 0	0	18 3	2	18 3
Bensienwasmasjiensbediener, ongekwalifiseer, gedurende eerste drie maande ondervinding.....	1	13 6	0	16 9	2	10 3
Nasiener, gekwalifiseer.....	2	5 0	1	0 9	3	5 9
Nasiener, ongekwalifiseer—						
Gedurende 1e ses maande ondervinding.....	1	17 6	0	18 3	2	15 9
Gedurende 2e ses maande ondervinding.....	2	1 3	1	0 9	3	2 0

	Basic Wage.			Per Week. Cost of Living Allowance.			Total.		
	£	s.	d.	£	s.	d.	£	s.	d.
During second six months of experience.....	2	1	3	1	0	9	3	2	0
Checker's assistant or caller-out	1	12	6	0	16	9	2	9	3
Cleaner, qualified.....	7	10	0	3	8	0	10	18	0
Cleaner, unqualified—									
For the first year of experience	1	10	0	0	13	9	2	3	9
For the second year of experience.....	2	14	0	1	4	9	3	18	9
For the third year of experience	3	18	0	2	0	0	5	18	0
For the fourth year of experience.....	5	2	0	2	12	0	7	14	0
For the fifth year of experience	6	6	0	3	1	0	9	7	0
Dyer.....	7	10	0	3	8	0	10	18	0
Dry cleaning machine attendant (other than a benzine machine attendant)—									
During first three months of experience.....	1	9	6	0	13	9	2	3	3
Thereafter.....	1	14	6	0	16	9	2	11	3
General workers—									
Eighteen years or over.....	1	13	6	0	16	9	2	10	3
Under eighteen years of age..	1	2	6	0	13	0	1	15	6
(Provided that after twelve months' employment with the same employer a general worker under eighteen years of age shall be paid a wage of not less than £1. 13s. 6d. per week, irrespective of his age.)									
Hat blocker and/or shaper, qualified.....	2	0	0	0	18	3	2	18	3
Hat blocker and/or shaper, unqualified—									
During first three months of experience.....	1	10	0	0	13	9	2	3	9
During second three months of experience.....	1	15	0	0	16	9	2	11	9
Ironers, qualified.....	2	0	0	0	18	3	2	18	3
Ironers, unqualified—									
During first six months of experience.....	1	10	0	0	13	9	2	3	9
During second six months of experience.....	1	15	0	0	16	9	2	11	9
Marker, qualified.....	2	2	6	1	0	9	3	3	3
Marker, unqualified—									
During first three months of experience.....	1	10	0	0	13	9	2	3	9
During second three months of experience.....	1	15	0	0	16	9	2	11	9
Packer, qualified.....	2	0	0	0	18	3	2	18	3
Packer, unqualified—									
During first three months of experience.....	1	10	0	0	13	9	2	3	9
During second three months of experience.....	1	15	0	0	16	9	2	11	9
Pressers, qualified.....	2	5	0	1	0	9	3	5	9
Pressers, unqualified—									
During first three months of experience.....	1	12	6	0	16	9	2	9	3
During second three months of experience.....	1	15	3	0	18	3	2	13	6
During third three months of experience.....	1	17	6	0	18	3	2	15	9
Sorter, qualified.....	2	0	0	0	18	3	2	18	3
Sorter, unqualified—									
During first three months of experience.....	1	10	0	0	13	9	2	3	9
During second three months of experience.....	1	15	0	0	16	9	2	11	9
Spotters, qualified.....	2	0	0	0	18	3	2	18	3
Spotters, unqualified—									
During first three months of experience.....	1	10	0	0	13	9	2	3	9
During second three months of experience.....	1	15	0	0	16	9	2	11	9
Steamer—									
During first three months of experience.....	1	10	0	0	13	9	2	3	9
Thereafter.....	1	15	0	0	16	9	2	11	9
Wet cleaners or water brushers, qualified.....	1	15	0	0	16	9	2	11	9
Wet cleaners or water brushers, unqualified, during first three months of experience.....	1	12	6	0	16	9	2	9	3
Nasiensassistent of afroeper... Skoonmaker, gekwalifiseer.....	1	12	6	0	16	9	2	9	3
Skoonmaker, ongekwalifiseer—									
Gedurende 1e jaar ondervinding.....	1	10	0	0	13	9	2	3	9
Gedurende 2e jaar ondervinding.....	2	14	0	1	4	9	3	18	9
Gedurende 3e jaar ondervinding.....	3	18	0	2	0	0	5	18	0
Gedurende 4e jaar ondervinding.....	5	2	0	2	12	0	7	14	0
Gedurende 5e jaar ondervinding.....	6	6	0	3	1	0	9	7	0
Kleurder.....	7	10	0	3	8	0	10	18	0
Droogskoonmaakmasjienbediener (uitgesonderd 'n bensienmasjienbediener)—									
Gedurende 1e drie maande ondervinding.....	1	9	6	0	13	9	2	3	3
Daarna.....	1	14	6	0	16	9	2	11	3
Algemene werknemers—									
Agtien jaar oud of ouer.....	1	13	6	0	16	9	2	10	3
Onder agtien jaar.....	1	2	6	0	13	0	1	15	6
(Met dien verstande dat daar 'n loon van minstens £1. 13s. 6d. per week aan 'n algemene werknemer onder die agtien jaar betaal moet word, ongeag sy ouderdom, na twaalf maande diens by dieselfde werkgever.)									
Hoedeblokker en/of -fatsoeneerder, gekwalifiseer.....	2	0	0	0	18	3	2	18	3
Hoedeblokker en/of -fatsoeneerder, ongekwalifiseer—									
Gedurende 1e drie maande ondervinding.....	1	10	0	0	13	9	2	3	9
Gedurende 2e drie maande ondervinding.....	1	15	0	0	16	9	2	11	9
Strykers, gekwalifiseer.....	2	0	0	0	18	3	2	18	3
Strykers, ongekwalifiseer—									
Gedurende 1e ses maande ondervinding.....	1	10	0	0	13	9	2	3	9
Gedurende 2e ses maande ondervinding.....	1	15	0	0	16	9	2	11	9
Merker, gekwalifiseer.....	2	2	6	1	0	9	3	3	3
Merker, ongekwalifiseer—									
Gedurende 1e drie maande ondervinding.....	1	10	0	0	13	9	2	3	9
Gedurende 2e drie maande ondervinding.....	1	15	0	0	16	9	2	11	9
Verpakker, gekwalifiseer.....	2	0	0	0	18	3	2	18	3
Verpakker, ongekwalifiseer—									
Gedurende 1e drie maande ondervinding.....	1	10	0	0	13	9	2	3	9
Gedurende 2e drie maande ondervinding.....	1	15	0	0	16	9	2	11	9
Persers, gekwalifiseer.....	2	5	0	1	0	9	3	5	9
Persers, ongekwalifiseer—									
Gedurende 1e drie maande ondervinding.....	1	12	6	0	16	9	2	9	3
Gedurende 2e drie maande ondervinding.....	1	15	3	0	18	3	2	13	6
Gedurende 3e drie maande ondervinding.....	1	17	6	0	18	3	2	15	9
Sorteerder, gekwalifiseer.....	2	0	0	0	18	3	2	18	3
Sorteerder, ongekwalifiseer—									
Gedurende 1e drie maande ondervinding.....	1	10	0	0	13	9	2	3	9
Gedurende 2e drie maande ondervinding.....	1	15	0	0	16	9	2	11	9
Vlekuithalers, gekwalifiseer.....	2	0	0	0	18	3	2	18	3
Vlekuithalers, ongekwalifiseer—									
Gedurende 1e drie maande ondervinding.....	1	10	0	0	13	9	2	3	9
Gedurende 2e drie maande ondervinding.....	1	15	0	0	16	9	2	11	9
Stomer—									
Gedurende eerste drie maande ondervinding.....	1	10	0	0	13	9	2	3	9
Daarna.....	1	15	0	0	16	9	2	11	9
Natskoonmakers of waterborselaars, gekwalifiseer.....	1	15	0	0	16	9	2	11	9
Natskoonmakers of waterborselaars, ongekwalifiseer, gedurende 1e drie maande ondervinding.....	1	12	6	0	16	9	2	9	3

C.—Laundry section.

	Basic Wage.			Per Week: Cost of Living Allowance.			Total.		
	£	s.	d.	£	s.	d.	£	s.	d.
Checker, qualified.....	2	10	0	1	2	3	3	12	3
Checker, unqualified—									
During first six months of experience.....	1	15	0	0	16	9	2	11	9
During second six months of experience.....	2	2	6	1	0	9	3	3	3
Checker's assistant or caller out.	1	12	6	0	16	9	2	9	3
General workers—									
Eighteen years or over.....	1	13	6	0	16	9	2	10	3
Under eighteen years of age... (Provided that after twelve months' employment with the same employer a general worker under eighteen years of age shall be paid a wage of not less than £1. 13s. 6d. per week irrespective of his age.)	1	2	6	0	13	0	1	15	6
Hydro operators—									
During first three months of experience.....	1	9	6	0	13	9	2	3	3
Thereafter.....	1	14	6	0	16	9	2	11	3
Ironer, qualified.....	1	14	6	0	16	9	2	11	3
Ironer, unqualified, during the first three months of experience	1	9	6	0	13	9	2	3	3
Mangle hands.....	1	12	0	0	16	9	2	8	9
Marker, qualified.....	1	17	6	0	18	3	2	15	9
Marker, unqualified—									
During the first three months of experience.....	1	7	6	0	13	9	2	1	3
During second three months of experience.....	1	12	6	0	16	9	2	9	3
Packer.....	1	12	0	0	16	9	2	8	9
Presser, qualified.....	1	14	6	0	16	9	2	11	3
Presser, unqualified, during first three months of experience....	1	9	6	0	13	9	2	3	3
Shirt and collar machinist, qualified.....	1	14	6	0	16	9	2	11	3
Shirt and collar machinist, unqualified, during first three months of experience.....	1	9	0	0	13	9	2	2	9
Sorter, qualified.....	1	17	6	0	18	3	2	15	9
Sorter, unqualified—									
During first three months of experience.....	1	7	6	0	13	9	2	1	3
During second three months of experience.....	1	12	6	0	16	9	2	9	3
Washing machine attendant—									
During first three months of experience.....	1	9	6	0	13	9	2	3	3
Thereafter.....	1	14	6	0	16	9	2	11	3
Wet cleaner or water brusher, qualified.....	1	14	6	0	16	9	2	11	3
Wet cleaner or water brusher, unqualified.....	1	9	6	0	13	9	2	3	3

(2) *Cost of Living Allowances.*—The allowances prescribed in sub-section (1) of this section are payable to all employees in receipt of the minimum wages prescribed and persons paid wages in excess of those prescribed are entitled to the following scale of allowances:—

Remuneration per Week.	Cost of Living Allowances per Week.	
	£	s. d.
Up to and including £1.....	0	10 9
Above £1. to £1. 5s.....	0	13 0
Above £1. 5s. to £1. 10s.....	0	13 9
Above £1. 10s. to £1. 15s.....	0	16 9
Above £1. 15s. to £2.....	0	18 3
Above £2. to £2. 5s.....	1	0 9
Above £2. 5s. to £2. 10s.....	1	2 3
Above £2. 10s. to £2. 15s.....	1	4 9
Above £2. 15s. to £3.....	1	7 6
Above £3. to £3. 5s.....	1	10 6
Above £3. 5s. to £3. 10s.....	1	13 3
Above £3. 10s. to £3. 15s.....	1	16 9
Above £3. 15s. to £4.....	2	0 0
Above £4. to £4. 10s.....	2	4 0
Above £4. 10s. to £5.....	2	8 0
Above £5 to £5. 10s.....	2	12 0
Above £5. 10s. to £6.....	2	16 6
Above £6. to £6. 10s.....	3	1 0
Above £6. 10s.....	3	8 0

If the ordinary weekly basic wage plus cost of living allowance payable thereon, to any employee in terms of this sub-section is at a rate which exceeds £18 per week, the weekly allowance payable to such employee shall be an amount equal to the

C.—Afdeling wassery.

	Basiese Loon.			Per Week: Lewenskoste-toelae.			Total.		
	£	s.	d.	£	s.	d.	£	s.	d.
Nasiener, gekwalifiseer.....	2	10	0	1	2	3	3	12	3
Nasiener, ongekwalifiseer—									
Gedurende 1e ses maande ondervinding.....	1	15	0	0	16	9	2	11	9
Gedurende 2e ses maande ondervinding.....	2	2	6	1	0	9	3	3	3
Nasienersassistent of afroeper...	1	12	6	0	16	9	2	9	3
Algemene werknemers—									
Agtien jaar oud of ouer.....	1	13	6	0	16	9	2	10	3
Onder agtien jaar..... (Met dien verstande dat 'n loon van minstens £1. 13s. 6d. per week aan 'n algemene werknemer onder agtien jaar betaal moet word, ongeag sy ouderdom, na twaalf maande diens by dieselfde werkgever.)	1	2	6	0	13	0	1	15	6
Droogmasjienbedieners—									
Gedurende 1e drie maande ondervinding.....	1	9	6	0	13	9	2	3	3
Daarna.....	1	14	6	0	16	9	2	11	3
Stryker, gekwalifiseer.....	1	14	6	0	16	9	2	11	3
Stryker, ongekwalifiseer, gedurende 1e drie maande ondervinding.....	1	9	6	0	13	9	2	3	3
Mangelbedieners.....	1	12	0	0	16	9	2	8	9
Merker, gekwalifiseer.....	1	17	6	0	18	3	2	15	9
Merker, ongekwalifiseer—									
Gedurende 1e drie maande ondervinding.....	1	7	6	0	13	9	2	1	3
Gedurende 2e drie maande ondervinding.....	1	12	6	0	16	9	2	9	3
Verpaker.....	1	12	0	0	16	9	2	8	9
Perser, gekwalifiseer.....	1	14	6	0	16	9	2	11	3
Perser, ongekwalifiseer, gedurende 1e drie maande ondervinding.....	1	9	6	0	13	9	2	3	3
Hemde- en boordjistrykmasjienbediener, gekwalifiseer.....	1	14	6	0	16	9	2	11	3
Hemde- en boordjistrykmasjienbediener, ongekwalifiseer, gedurende 1e drie maande ondervinding.....	1	9	0	0	13	9	2	2	9
Sorteerder, gekwalifiseer.....	1	17	6	0	18	3	2	15	9
Sorteerder, ongekwalifiseer—									
Gedurende 1e drie maande ondervinding.....	1	7	6	0	13	9	2	1	3
Gedurende 2e drie maande ondervinding.....	1	12	6	0	16	9	2	9	3
Wasmasjienbediener—									
Gedurende 1e drie maande ondervinding.....	1	9	6	0	13	9	2	3	3
Daarna.....	1	14	6	0	16	9	2	11	3
Natskoonmaker of waterborselaar, gekwalifiseer.....	1	14	6	0	16	9	2	11	3
Natskoonmaker of waterborselaar, ongekwalifiseer.....	1	9	6	0	13	9	2	3	3

(2) *Lewenskostetoelae.*—Die toelae voorgeskryf in subartikel (1) van hierdie artikel is betaalbaar aan alle werknemers in ontvangs van die minimum lone wat voorgeskryf is, en persone aan wie meer as daardie voorgeskrewe lone betaal word, is op die volgende toelaeskaal geregtig:—

Besoldiging per week.	Lewenskoste-toelae. Per week.
	£ s. d.
Tot en met £1.....	0 10 9
Meer as £1. tot £1. 5s.....	0 13 0
Meer as £1. 5s. tot £1. 10s.....	0 13 9
Meer as £1. 10s. tot £1. 15s.....	0 16 9
Meer as £1. 15s. tot £2.....	0 18 3
Meer as £2. tot £2. 5s.....	1 0 9
Meer as £2. 5s. tot £2. 10s.....	1 2 3
Meer as £2. 10s. tot £2. 15s.....	1 4 9
Meer as £2. 15s. tot £3.....	1 7 6
Meer as £3. tot £3. 5s.....	1 10 6
Meer as £3. 5s. tot £3. 10s.....	1 13 3
Meer as £3. 10s. tot £3. 15s.....	1 16 9
Meer as £3. 15s. tot £4.....	2 0 0
Meer as £4. tot £4. 10s.....	2 4 0
Meer as £4. 10s. tot £5.....	2 8 0
Meer as £5. tot £5. 10s.....	2 12 0
Meer as £5. 10s. tot £6.....	2 16 6
Meer as £6. tot £6. 10s.....	3 1 0
Meer as £6. 10s.....	3 8 0

Indien die gewone basiese weekloon, plus lewenskostetoelae betaalbaar aan enige werknemer kragtens hierdie subartikel, teen 'n koers is wat £18 per week oorskry, moet die weeklikse toelae betaalbaar aan sodanige werknemer 'n bedrag wees gelyk

difference between the said basic wage and £18. Any employee whose ordinary weekly basic wage is in excess of £18 is not entitled to a cost of living allowance. The allowances payable shall at no time be less than the corresponding allowances payable under War Measure No. 43 of 1942 as amended from time to time or any legislation substituted therefor.

(3) *Basis of Contract.*—For the purpose of this section, the basis of contract of employment of an employee, other than a casual employee, shall be weekly and, save as provided in sub-section (4) of this section, and in section 5 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-section (1) of this section for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed in section 6 (1) or less.

(4) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his work or in substitution therefor, work of another class for which either—

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

is prescribed in sub-section (1), shall pay to such employee in respect of the whole day on which he performs such work—

- (i) in the case referred to in paragraph (a), one-sixth of such higher wage;
- (ii) in the case referred to in paragraph (b), one-sixth of the wage prescribed in sub-section (1) for an employee of his class, plus thirty per cent.

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

(4) *(bis) Calculation of Monthly Wage.*—Whenever the wage due to an employee is in terms of section 5 (1) paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-section (1) for an employee of his class.

(5) *Bicycle Allowance.*—An employee who is required to use his own bicycle in the performance of his duties shall be paid not less than two shillings and sixpence per week, in addition to the remuneration prescribed in sub-section (1) for an employee of his class.

(6) *Incentive Work.*—(i) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this clause, an employer may base an employee's remuneration on the quantity or output of work done; provided that no such system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in paragraphs (ii) and (iii) of this sub-clause.

(ii) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees which, after consultation with any of the trade union parties to this Agreement whose members are involved, may agree upon the terms of any such scheme.

(iii) The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the Committee shall be reduced to writing and be signed by the members of the Committee, and shall not be varied by the Committee or terminated by either party unless the party wishing to vary or terminate the Agreement has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such an Agreement.

(iv) Such scheme shall provide, *inter alia*, that in the event of any dispute in connection with the administration thereof arising, the Committee shall endeavour to settle such dispute and that if the Committee fails to settle the dispute, the matter shall be referred to the Council for determination.

(7) *Special Provisions relating to Learner Cleaners.*—Every employer who, as at the date of coming into operation of this Agreement has in his employ an unqualified cleaner, shall within eight weeks thereafter, notify the Secretary to the Council of the full name of such unqualified employee, together with particulars of the occupation and date of engagement of the employee. Particulars of any previous experience of the employee in the occupation concerned shall be furnished to the Secretary of the Council at the same time.

Every employer who, subsequent to the date of coming into operation of this Agreement, engages a learner cleaner shall likewise, within eight weeks from the date of such engagement, furnish to the Council particulars as referred to in the preceding paragraph in respect of such employee or employees.

No unqualified cleaner may be retained in employment for longer than six months without permission of the Council and the Council may require as a condition under which such permission is granted that a contract of apprenticeship be entered into in terms of the Master and Servants' Act.

aan die verskil tussen genoemde basiese loon en £18. Enige werknemer wie se gewone basiese weekloon meer as £18 is, is nie op 'n lewenskostetoelae geregtig nie. Die toelae betaalbaar mag nooit minder wees as die ooreenstemmende toelae wat ingevolge Oorlogsmaatreef No. 43 van 1942, soos van tyd tot tyd gewysig, of enige wetgewing in die plek daarvan, betaalbaar is nie.

(3) *Kontrakbasis.*—By die toepassing van hierdie klousule is die basis van 'n werknemer se dienskontrak (behalwe in die geval van 'n los werknemer) 'n weeklikse; en behoudens die bepalinge van subartikel (4) van hierdie artikel, en van artikel 5 (6), word daar ten opsigte van 'n week minstens die volle weekloon wat in subartikel (1) van hierdie artikel vir 'n werknemer van sy klas voorgeskryf word, aan 'n werknemer betaal, ongeag of hy die maksimum getal gewone ure wat in artikel 6 (1) voorgeskryf word, of minder, in daardie week gewerk het.

(4) *Differensiële loon.*—'n Werkgever wat 'n lid van een klas van sy werknemers gelas of toelaat om in die geheel langer as 'n uur op één dag, hetsy benewens sy eie werk of in plaas daarvan, 'n ander klas werk te doen, waarvoor daar—

- (a) of 'n hoër loon as dié vir sy eie klas;
- (b) of 'n stygende loonskaal wat opgaan tot 'n maksimum wat hoër as die loon vir sy eie klas is;

in subartikel (1) voorgeskryf word, moet aan daardie werknemer ten opsigte van die hele dag waarop hy die ander werk doen—

- (i) in 'n geval waarop paragraaf (a) slaan, een-sesde van bedoelde hoër loon betaal;
- (ii) in 'n geval waarop paragraaf (b) slaan, een-sesde van die loon wat in subartikel (1) vir 'n werknemer van sy klas voorgeskryf word, plus dertig persent, betaal.

Met dien verstande dat die bepalinge van hierdie subartikel nie van toepassing is nie as daar slegs op grond van ondervinding, geslag of ouderdom 'n onderskeid tussen klasse ooreenkomstig subartikel (1) gemaak word.

(4) *bis. Berekening van maandloon.*—Indien die loon wat aan 'n werknemer toekom, maandeliks betaal word ingevolge artikel 5 (1), word die bedrag van die maandloon bereken op vier en 'n derde maal die loon wat in subartikel (1) vir 'n werknemer van sy klas voorgeskryf word.

(5) *Fietstoelae.*—Aan 'n werknemer wat sy eie fiets by die verrigting van sy werk gebruik, moet daar buiten en behalwe die besoldiging wat in subartikel (1) vir 'n werknemer van sy klas voorgeskryf word, minstens nog twee sjelings en ses pennies per week betaal word.

(6) *Aansporingswerk.*—(i) Behoudens die bepaling dat daar aan geen werknemer 'n kleiner bedrag as wat hom kragtens hierdie artikel sou toekom, betaal mag word nie, kan 'n werkgever die besoldiging van 'n werknemer volgens die hoeveelheid of omvang van verrigte werk vasstel; met dien verstande dat so 'n stelsel van besoldiging nie toegelaat word nie behalwe in die vorm van 'n aansporingskema waarvan die voorwaardes by ooreenkomste kragtens paragrafe (ii) en (iii) van hierdie subartikel bepaal is.

(ii) 'n Werkgever wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en van die werknemers tot stand bring, wat oor die voorwaardes van so 'n skema kan ooreenkom na raadpleging met 'n vakvereniging wat 'n party by hierdie Ooreenkomst is en om wie se lede dit gaan.

(iii) Die voorwaardes (en elke later wysiging daarvan) waarvoor die komitee ooreengekom het vir so 'n aansporingskema, word op skrif gestel en deur die lede van die komitee onderteken, en mag nie deur die komitee gewysig of deur die een of ander van die partye opgesê word nie tensy die party wat die Ooreenkomst wil wysig of opsig, aan die ander party skriftelik kennis gee het soos deur die partye ooreengekom is toe hulle die Ooreenkomst aangegaan het.

(iv) Sodanige skema moet onder andere 'n voorwaarde bevat dat indien daar 'n geskil in verband met die toepassing daarvan ontstaan, die komitee moet probeer om die geskil by te lê en dat, by gebreke van 'n oplossing daarvan deur die komitee, die beslissing oor die saak aan die Raad opgedra moet word.

(7) *Besondere bepalinge met betrekking tot leerlingkoonmakers.*—Elke werkgever wat 'n ongekwalifiseerde skoonmaker op die datum van die inwerkingtreding van hierdie Ooreenkomst in diens het, moet daardie ongekwalifiseerde werknemer se volle naam, tesame met die besonderhede van die werk wat hy doen en die datum van sy indiensneming, aan die sekretaris van die Raad verstrek binne agt weke na die datum van voormelde inwerkingtreding. Tegelykertyd moet besonderhede van die werknemer se vorige ondervinding in die betrokke werk aan die sekretaris van die Raad verstrek word.

So ook moet elke werkgever wat 'n leerlingkoonmaker na die datum van die inwerkingtreding van hierdie Ooreenkomst in diens neem, besonderhede soos wat in die voorgaande paragraaf bedoel word, binne agt weke na die datum van sodanige indiensneming aan die Raad ten opsigte van daardie werknemer of werknemers verstrek.

Geen ongekwalifiseerde skoonmaker mag langer as ses maande sonder verlof van die Raad in diens gehou word nie; en die Raad kan vereis dat daar, as voorwaarde waaronder sodanige verlof toegestaan word, 'n leerlingkontrak kragtens die wette op here en dienaars aangegaan word. Die leervoordes van so 'n kontrak is onderworpe aan goedkeuring deur die Raad. Vier eksemplare van elke kontrak word aan die sekretaris van die Raad gestuur; hy behou een eksemplaar en stuur die ander drie aan die Registrateur van Vakleerlinge deur om aangeteken te word. Daarna word die oorspronklike eksemplaar deur die werkgever, 'n ander eksemplaar deur die vakleerling, en die derde

The conditions of apprenticeship contained in such contract shall be subject to the approval of the Council and four copies of each contract shall be forwarded to the Secretary of the Council, who shall retain one copy and forward the remaining three to the Registrar of Apprenticeship for noting. The original copy shall thereafter be retained by the employer, another copy by the apprentice and the third by the Registrar of Apprenticeship. On completion of the contract, the original contract shall, after termination has been noted by the Registrar of Apprenticeship, be handed over to the apprentice by the employer as proof of his having completed the terms of apprenticeship and in exchange for the copy in the possession of the apprentice.

(8) *Savings*.—Nothing in this Agreement shall operate to reduce the wage paid to an employee who, on the date this Agreement comes into operation, is in receipt of a wage higher than the wage prescribed for him in this section, and such employees shall continue to be paid and be entitled to a wage not lower than such higher wage as if such higher wage was the minimum wage prescribed for him in this section.

5. PAYMENT OF REMUNERATION.

(1) *Employee Other than a Casual Employee*.—Save as provided in section 7 (3), any amount due to an employee shall be paid in money weekly, or, if the employer and the employee have agreed thereto in writing, monthly, during the hours of work or within ten minutes of ceasing work on the usual pay day of the establishment, or on termination of employment, if this takes place before the usual pay day, and shall be contained in an envelope or other container or, shall be accompanied by a statement showing the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made; provided further that where due to short time an employee ceases work on the usual pay day of the establishment earlier than the normal finishing time, he shall be paid within ten minutes of ceasing work and where an employee due to overtime ceases to work after 5.30 p.m. on the usual pay day, he shall be paid not later than 5.30 p.m. on that day.

(2) *Casual Employee*.—An employer shall pay the remuneration due to his casual employee in money on termination of his employment.

(3) *Premiums*.—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

(4) *Purchase of Goods*.—An employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him.

(5) *Board and Lodging*.—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945 and the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

(6) *Fines and Deductions*.—An employer shall not levy any fines against his employee nor shall he make any deduction from his employee's remuneration other than the following:—

- Deductions in terms of section 17 of the Sick Benefit Fund, in terms of section 19 for the levies to the Council and in terms of section 20 for subscriptions to the trade union.
- With the written consent of his employee, a deduction for holiday, insurance, provident or pension funds.
- Save as provided in section 8, when his employee absents himself from work or is absent owing to accident or ill-health, a deduction proportionate to the period of such absence.
- A deduction of any amount which an employer by any law or order of any competent court is required or permitted to make.
- When an employee agrees or is required in terms of the Natives (Urban Areas) Act, 1923, or the Native Labour Regulation Act, 1911, to accept from his employer board and/or lodging, a deduction not exceeding the amounts specified hereunder:—

	Per Week.			Per Month.		
	£	s.	d.	£	s.	d.
Board	0	3	0	0	13	0
Lodging	0	2	0	0	8	8
Board and lodging	0	5	0	1	1	8

- Whenever the ordinary hours of work prescribed in section 6 (1) are reduced on account of short time, a deduction in respect of each hour of such reduction of one forty-sixth of the employee's actual weekly wage, which weekly wage shall be not less than the weekly wage prescribed for an employee of his class in sub-section (1) of section 4; provided that no deduction shall be made—

- unless the prior approval of the Council has been obtained;
- in case of short time arising out of slackness of trade due to seasonal or other fluctuation in trade or shortages of raw material, unless the employer has given his employee not less than four hours notice of his intention so to reduce the ordinary hours of work;

eksemplaar deur die Registrateur van Vakleerlinge behou. By voleindiging van die kontrak word die oorspronklike daarvan, nadat die Registrateur van Vakleerling aangeteken het dat dit afgedoen is, aan die vakleerling deur die werkgever oorhandig as bewys dat hy die leervoerwaardes nagekom het en teen teruglewering van die eksemplaar wat die vakleerling besit.

(8) *Voorbehoudsbepalings*.—Geen bepaling van hierdie Ooreenkoms het die uitwerking dat die loon van 'n werknemer wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon ontvang as wat in hierdie artikel vir hom voorgeskryf word, verminder word nie, en sulke werknemers is geregtig op 'n loon, waarvan betaling aan hulle gehandhaaf moet word, ten bedrae van minstens daardie hoër loon, asof daardie hoër loon die minimum loon is wat in hierdie artikel vir hulle voorgeskryf word.

5. BETALING VAN BESOLDIGING.

(1) *Werknemer, uitgesonderd los werknemer*.—Behoudens die bepaling van artikel 7 (3), moet elke bedrag wat 'n werknemer toekom, weekliks (of, as die werkgever en die werknemer skriftelik daartoe ooreengekom het, maandeliks) in kontant betaal word gedurende die werkure (of binne tien minute na uitskeityd) op die gewone betaaldag van die inrigting (of by diensbeëindiging, as dit voor die gewone betaaldag plaasvind), en moet bevat wees in 'n koevert of ander omslag, of vergesel gaan van 'n staat, wat vermelding gee van die werkgever en die werknemer se name, die werknemer se vak, die getal gewone ure en oortydure wat gewerk is, die besoldiging wat verskuldig is, en die tydperk ten opsigte waarvan betaling geskied; met dien verstande dat wanneer 'n werknemer weens korttyd op die gewone betaaldag voor die gebruikelike uitskeityd ophou met werk, hy binne tien minute nadat hy opgehou het met werk, betaal moet word, en dat wanneer 'n werknemer weens oortyd na 5.30 nm. ophou met werk, hy op die laatste om 5.50 nm. op dieselfde dag betaal moet word.

(2) *Los werknemers*.—'n Werkgever moet die besoldiging wat sy los werknemer toekom, by die beëindiging van sy diens in kontant betaal.

(3) *Premies*.—Geen betaling ten opsigte van die indiensneming of opleiding van 'n werknemer mag, hetsy regstreeks of onregstreeks aan 'n werkgever geskied of deur hom aangeneem word nie.

(4) *Koop van goedere*.—Geen werkgever mag van sy werknemer vereis om goedere van hom of van 'n winkel of iemand wat hy aanwys, te koop nie.

(5) *Losies en inwoning*.—Behoudens die bepaling van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, en van die Naturellearbeid Regelingswet, 1911, mag geen werkgever van sy werknemer vereis om by hom of by 'n persoon of plek wat hy aanwys, te looier of in te woon nie.

(6) *Boetes en aftrekkings*.—'n Werkgever mag sy werknemer geen boetes oplê nie, en hy mag niks van sy werknemer se besoldiging, uitgesonderd die volgende, aftrek nie:—

- Bedrae wat afgetrek word kragtens artikel 17 vir die siektebystandfonds, kragtens artikel 19 vir heffings ten bate van die Raad, en kragtens artikel 20 vir ledesgeld van vakverenigings.
- Bedrae wat met sy werknemer se skriftelike toestemming vir vakansie-, versekerings-, voorsorgs- of pensioenfondse afgetrek word.
- Behoudens soos bepaal in artikel 8, 'n aftrekking in verhouding tot die tydperk van afwesigheid, wanneer 'n werknemer vanweë 'n ongeluk of ongesteldheid afwesig is.
- 'n Aftrekking van enige bedrag wat 'n werkgever kragtens enige wet of bevel van enige bevoegde hof vereis of toegelaat word om te doen.
- Wanneer 'n werknemer ingevolge die Naturelle (Stadsgebiede) Wet, 1923, of die Naturellearbeid Regelingswet, 1911, toestem of verplig word om losies en inwoning van sy werknemer te aanvaar, 'n aftrekking wat die ondergenoemde bedrae nie oorskry nie:—

	Per week.			Per maand.		
	£	s.	d.	£	s.	d.
Losies	0	3	0	0	13	0
Inwoning	0	2	0	0	8	8
Losies en inwoning	0	5	0	1	1	8

- Wanneer die gewone werkure voorgeskryf in artikel 6 (1) vanweë korttyd verminder word, 'n aftrekking van 1/46ste van die werknemer se werklike weekloon, welke weekloon gelyk moet wees aan minstens die weekloon wat in sub-artikel (1) van artikel 4 vir 'n werknemer van sy klas voorgeskryf word; met dien verstande dat hierdie aftrekking nie van toepassing is nie—

- tensy die Raad se goedkeuring vooraf verkry is;
- in die geval van korttyd wat deur slapte in die bedryf ontstaan vanweë seisoens- of ander skommelings in die bedryf of tekorte aan grondstowwe, tensy die werkgever sy werknemer vooraf minstens vier uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

(iii) in the case of short time arising out of a general breakdown of plant or machinery or a threatened breakdown of buildings, due to accident or other unforeseen emergency, in respect of the first hour not worked unless the employer has given his employees notice on the previous day that no work will be available.

(g) In the case of any employee who is not employed in or in connection with a receiving depot, a deduction in respect of any public holiday on which any employee is not entitled to a holiday with full pay in terms of sub-section (1) of section 9, and on which such employee is required or permitted not to work, of an amount equal to the amount the employee would have earned had he worked on such holiday his average ordinary hours of work for that day of the week; provided that when such public holiday falls on a Saturday no deduction shall be made in the case of an employee who works a five-day week, and in the case of an employee who works a six-day week the deduction shall be an amount equal to the amount the employee would have earned had he worked his usual ordinary hours on such Saturday.

6. HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME.

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee other than a casual employee, shall not exceed—

(A) in the case of an employee, other than a canvasser or vanman, a driver of an animal-drawn vehicle, a driver of a motor vehicle or an employee engaged in delivering goods—

(a) forty-six hours in any week from Monday to Saturday inclusive;

(b) eight in any day; provided that—

(i) where the hours of work of such employee do not exceed five on one day in any week the limit of eight hours a day may on any of the remaining days of the week be exceeded by not more than half an hour;

(ii) where the work is performed on not more than five days in any week the limit of eight hours a day may on any of such days be exceeded by not more than one and one-quarter hours;

if by such extension the ordinary hours of work do not exceed forty-six in a week;

(B) in the case of a canvasser or vanman, a driver of a motor vehicle, a driver of an animal-drawn vehicle or an employee engaged in delivering goods—

(a) forty-eight hours in any week from Monday to Saturday inclusive;

(b) ten in any day.

(2) The ordinary hours of work of a casual employee shall not exceed eight in any day.

(3) *Meal Breaks.*—An employer shall not require or permit his employee to work for more than five consecutive hours on any day without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime; provided that—

(a) if such interval be for longer than one hour, any period in excess of one hour and one-quarter shall be deemed to be part of the ordinary hours of work or overtime, as the case may be;

(b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Rest Intervals.*—An employer shall grant to each of his employees employed in or about his establishment, other than a canvasser or vanman, a driver of a motor vehicle, a driver of an animal-drawn vehicle or an employee engaged in delivering goods, a rest interval of not less than ten minutes at as nearly as practicable—

(a) the middle of each first work period in a day;

(b) the middle of each second work period in a day where such period is longer than three hours;

during which the employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-sections (3) and (4) all hours of work shall be consecutive.

(6) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or a week in sub-sections (1) and (2) shall be deemed to be overtime.

(7) *Limitation of Overtime.*—An employer shall not require or permit—

(a) his employee to work overtime for more than ten hours in any week;

(b) a male employee employed within his establishment to work overtime for more than three hours on any day Mondays to Fridays.

(8) *Female Employees.*—An employer shall not require or permit a female employee—

(a) to work between 6 o'clock p.m. and 6 o'clock a.m.;

(b) to work after 1 o'clock p.m. on more than five days in any week;

(iii) in die geval van korttyd wat voortspruit uit 'n algemene instorting van installasie of masjinerie of 'n dreigende ineenstorting van geboue, vanweë 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk is nie, tensy die werkgewer sy werknemers op die voorafgaande dag kennis gegee het dat geen werk beskikbaar sal wees nie.

(g) In die geval van 'n werknemer wat nie by 'n ontvangdepot of in verband daarmee in diens is nie, 'n aftrekking ten opsigte van enige openbare vakansiedag waarop die werknemer nie op vakansie met volle besoldiging kragtens subartikel (1) van artikel 9 geregtig is nie, en waarop sodanige werknemer nie verplig of toegelaat word om te werk nie, van 'n bedrag gelyk aan die bedrag wat die werknemer sou verdien het indien hy op daardie vakansiedag sy gemiddelde gewone werkure vir dié dag van die week gewerk het; met dien verstande dat wanneer so 'n openbare vakansiedag op 'n Saterdag val, geen aftrekking mag geskied in die geval van 'n werknemer wat 'n week van vyf dae werk nie en in die geval van 'n werknemer wat 'n week van ses dae werk, moet die aftrekking 'n bedrag wees gelyk aan die bedrag wat die werknemer sou verdien het indien hy sy gewone werkure op dié Saterdag gewerk het.

6. GEWONE WERKURE, OORTYDURE, EN BESOLDIGING VIR OORTYD.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer (uitgesonderd 'n los werknemer) is hoogstens—

(A) in die geval van 'n werknemer wat nie 'n bestellingwerwer of bestelwaman, 'n dierevoertuigdrywer of 'n motorvoertuigdrywer is of met die aflewering van goedere belas is nie—

(a) 46 uur in 'n week vanaf Maandag tot en met Saterdag;

(b) agt op 'n dag;

met dien verstande dat—

(i) wanneer so 'n werknemer se werkure op een dag in 'n week nie meer as vyf is nie, die perk van agt uur op 'n dag op ander dae van die week met hoogstens 'n halfuur oorskry kan word;

(ii) wanneer daar hoogstens vyf dae in 'n week gewerk word, die perk van agt uur op 'n dag op daardie dae met 1½ uur oorskry kan word;

mits die gewone werkure in 'n week na sodanige oorskryding nie meer as 46 is nie;

(B) in die geval van 'n bestellingwerwer of bestelwaman, 'n motorvoertuigdrywer, 'n dierevoertuigdrywer, of 'n werknemer wat met die aflewering van goedere belas is—

(a) 48 uur in 'n week vanaf Maandag tot en met Saterdag;

(b) tien op 'n dag.

(2) Die gewone werkure van 'n los werknemer is hoogstens agt op 'n dag.

(3) *Etensonderbrekings.*—'n Werkgewer mag sy werknemer nie gelas of toelaat om langer as vyf uur op 'n dag aaneen te werk nie, en daar moet minstens 'n uur pouse wees sonder werkverrigting, en daardie pouse word nie as deel van die gewone werkure of vir oortyd gereken nie; met dien verstande dat—

(a) as die pouse langer as 'n uur duur, die tydskuur daarvan bo 1½ uur as deel van die gewone werkure of (na gelang van die geval) vir oortyd gereken moet word;

(b) werkverrigting wat deur 'n korter pouse as van 'n uur onderbreek word, as aaneenlopend gereken word.

(4) *Ruspouses.*—'n Werkgewer moet aan elke werknemer in sy diens wat werk in of betreffende sy inrigting doen (uitgesonderd 'n bestellingwerwer of bestelwaman, 'n motorvoertuigdrywer, 'n dierevoertuigdrywer, of 'n werknemer wat met die aflewering van goedere belas is), 'n ruspouse van minstens tien minute toelaat so na as moontlik—

(a) in die middel van die eerste werkperiode op elke dag, en

(b) in die middel van die tweede werkperiode op elke dag as dié periode langer as drie uur duur;

en so 'n werknemer mag nie gelas of toegelaat word om gedurende dié ruspouse (wat as deel van die gewone werkure gereken word) te werk nie.

(5) *Werkure is agtereenvolgend.*—Behoudens die bepalings van subartikels (3) en (4), is al die werkure agtereenvolgend.

(6) *Oortyd.*—Alle tyd wat gewerk word bo die getal ure wat in subartikels (1) en (2) ten opsigte van 'n dag of week voorgeskryf word, word as oortyd gereken.

(7) *Beperking van oortyd.*—'n Werkgewer mag nie vereis of toelaat dat—

(a) sy werknemer meer as 10 uur oortyd in 'n week werk nie;

(b) 'n manlike werknemer wat in sy inrigting werksaam is, meer as drie uur oortyd op één dag, in die tydvak Maandag tot Vrydag, werk nie.

(8) *Vroulike werknemers.*—'n Werkgewer mag nie vereis of toelaat nie dat 'n vroulike werknemer—

(a) tussen 6-uur nm. en 6-uur vm. werk;

(b) op meer as vyf dae in 'n week na 1-uur nm. werk;

- (c) to work overtime for more than two hours on any day;
- (d) to work overtime on more than sixty days in any year;
- (e) to work overtime on more than three consecutive days;
- (f) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such employee with an adequate meal before the commencement of such overtime; or
 - (iii) paid to such employee one shilling and sixpence in sufficient time to enable her to obtain a meal before the overtime is due to commence.

(9) *Night Shift.*—An employer shall not require or permit his male employee to work between 9 p.m. and 6 a.m. without prior approval of the Council.

(10) *Payment for Overtime.*—An employer shall pay to his employee in respect of all overtime worked by him, remuneration at a rate not less than one and one-half times the employee's actual wage, which wage shall be not less than the wage prescribed in section 4 (1) for an employee of his class; provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during the week shall be adopted.

(11) *Savings.*—The provisions of this section shall not apply to a watchman or caretaker and the provisions of sub-sections (3), (4), (5) and (7) shall not apply to an employee employed on work necessitated by a breakdown of plant or machinery or other unforeseen emergency.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-section (2) an employer shall grant to his employee in respect of each completed year of employment with him two consecutive weeks' leave and shall in respect of each week thereof pay to such employee an amount not less than the weekly wage, plus cost of living allowance, which he was receiving immediately before commencement of such leave; provided that such weekly wage shall be not less than the weekly wage prescribed in section 4 (1) for an employee of his class.

(2) The leave referred to in sub-section (1) shall be granted at a time to be fixed by the employer; provided that—

- (i) if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of section 8, nor with any period during which an employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if (a) in the case of an employee employed in or in connection with a receiving depot, any public holiday, (b) in the case of an employee with less than six months' continuous employment with the same employer New Year's Day, Good Friday, Day of the Covenant or Christmas Day, (c) in the case of any other employee New Year's Day, Good Friday, Easter Monday, Union Day, Queen's Birthday, Settlers' Day, Day of the Covenant, Christmas Day or Boxing Day falls within the period of such leave, another day shall in substitution for each such day, be added to the said period as a further period of leave on full pay; at the rate of two-elevenths in the case of an employee working a five and a half day week, and one-fifth in the case of an employment working a five-day week, of the weekly wage plus cost of living allowance which the employee was receiving immediately before the commencement of such leave in respect of each such day; provided that such weekly wage plus cost of living allowance shall not be less than the weekly wage plus cost of living allowance, prescribed in section 4 (1) for an employee of his class.

For the purpose of this paragraph "employment" shall have the same meaning as in sub-section (6) of this section, but shall be deemed to commence from the date the employee entered his employer's service.

(3) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-section (1) shall be paid not later than on the last work day before the date of the commencement of such leave.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-section (1) has accrued, shall upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than one-sixth of the weekly wage, plus cost of living allowance, which he was receiving immediately before the date of such termination; provided that such weekly wage shall be not less than the weekly wage prescribed in section 4 (1) for an employee of his class.

- (c) meer as twee uur oortyd op 'n dag werk;
- (d) oortyd op meer as 60 dae in 'n jaar werk;
- (e) oortyd op meer as drie agtereenvolgende dae werk;
- (f) langer as 'n uur oortyd op 'n dag na voltooiing van haar gewone werkkure werk tensy hy—
 - (i) dit die werknemer voor twaalfuur die middag aangesê het, of
 - (ii) 'n genoegsame ete aan die werknemer verskaf het voordat die oortyd begin, of
 - (iii) een sjieling en ses pennies betyds aan die werknemer betaal het om haar in staat te stel om ete voor die gesette aanvangstyd van die oortydwerk te verkry.

(9) *Nagskof.*—'n Werkgewer mag nie 'n manlike werknemer wat by hom in diens is, gelas of toelaat om tussen 9-uur nm. en 6-uur vm. te werk nie, tensy daar vooraf verlof van die Raad verkry is.

(10) *Besoldiging vir oortyd.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortyd wat hy werk, besoldig teen 'n skaal van 1½ maal die werknemer se werklike loon, bygesê dat daardie loon minstens moet gelykstaan met die loon wat in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf word; met dien verstande dat as daar ten opsigte van oortyd gedurende 'n bepaalde week 'n verskil is tussen die berekening op 'n daaglikse basis en die berekening op 'n weeklikse basis, dié basis toegepas moet word wat die grootste bedrag van oortyd vir daardie week gee.

(11) *Voorbehoud.*—Die bepalings van hierdie klousule is nie op 'n wag of oppasser van toepassing nie; en die bepalings van subartikels (3), (4), (5) en (7) is nie van toepassing op 'n werknemer wat besig is met werk wat nodig is deurdat bedryfsinstallasie of masjinerie onklaar geraak het of deurdat 'n ander onvoorsiene noodgeval dit vereis nie.

7. JAARLIKSE VERLOF.

(1) 'n Werkgewer moet, met inagneming van die bepalings van subartikel (2), twee agtereenvolgende weke verlof ten opsigte van elke volle jaar diens by hom aan sy werknemer toestaan, en ten opsigte van elke week daarvan besoldiging aan die werknemer laat toekom minstens ten bedrae van die weekloon (plus lewenskostoelae) wat die werknemer onmiddellik voor die aanvang van die verlof ontvang het, bygesê dat daardie weekloon minstens moet gelykstaan met die weekloon wat in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf word.

(2) Die werkgewer bepaal die tyd wanneer die verlof wat in subartikel (1) bedoel word, toegestaan moet word; met dien verstande dat—

- (i) as die verlof nie eerder toegestaan is nie, dit toegestaan moet word binne twee maande na voltooiing van die jaar diens waarop dit betrekking het;
- (ii) die verlof nie met siekteverlof wat ooreenkomstig artikel 8 toegestaan word, of met 'n tydperk van oefening wat die werknemer verplig is om ingevolge die Zuid Afrika Verdedigings Wet, 1912, mee te maak, mag saamval nie;
- (iii) indien (a) enige openbare vakansiedag in die geval van 'n werknemer wat in of in verband met 'n ontvangdepot in diens geneem is, (b) Nuwejaarsdag, Goeie Vrydag, Gelofte-dag of Kersdag, in die geval van 'n werknemer met minder as ses maande aaneenlopende diens by dieselfde werkgewer, (c) Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Uniedag, Koningsinverjaarsdag, Setlaarsdag, Krugerdag, Gelofte-dag, Kersdag of Tweede Kersdag in die geval van enige ander werknemer binne die tydperk van verlof val, 'n ander dag ter vervanging van elke sodanige dag, by die genoemde tydperk as 'n verdere verloftydperk met volle besoldiging gevoeg moet word ten bedrae van twee-elfdes in die geval van 'n werknemer wat 5½ dae per week werk, en van een-vyfde in die geval van 'n werknemer wat vyf dae per week werk, van die weeklikse besoldiging (plus lewenskostoelae) wat die werknemer onmiddellik voor die aanvang van sodanige verlof ten opsigte van elke sodanige dag ontvang het; met die verstande dat sodanige weeklikse loon plus lewenskostoelae nie minder sal wees as die weeklikse loon plus lewenskostoelae wat in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf word nie.

By die toepassing van hierdie paragraaf word dit geag dat die uitdrukking „diens" dieselfde betekenis het as in subartikel

(6) van hierdie artikel, maar dat dit begin vanaf die datum waarop die werknemer tot die diens van sy werkgewer toetree het.

(3) *Verlof besoldiging.*—Die betaling van besoldiging ten opsigte van die jaarlikse verlof wat in subartikel (1) bedoel word, geskied nie later as op die laaste werkdag voor die aanvangsdatum van die verlof nie.

(4) Wanneer die dienskontrak van 'n werknemer in die eerste of 'n opvolgende jaar van sy diensverrigting by dieselfde werkgewer eindig voordat die reg op verloftyd ooreenkomstig subartikel (1) aan hom toegeval het, moet daar by sodanige beëindiging in plaas van verlof en ten opsigte van elke volle maand van so 'n gedeelte van 'n jaar, betaling aan hom geskied van minstens een-sesde van die weekloon (plus lewenskostoelae) wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het, bygesê dat daardie weekloon minstens moet gelykstaan met die weekloon wat in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf word.

(5) An employee who has become entitled to a period of leave in terms of sub-section (1) and whose contract of employment terminates before such leave has been granted shall upon such termination be paid in respect of leave the amounts referred to in sub-sections (1) and (4).

(6) For the purpose of this section the expression "employment" shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of sub-section (1);
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of section 8;

amounting in the aggregate to not more than ten weeks in any year and shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any wage determination or agreement or award, from the date on which such employee last became entitled to such leave;
- (ii) in the case of any other employee, from the date on which such employee entered his employer's service.

Provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than thirty days.

8. SICK LEAVE.

(1) An employer shall grant to his employee after one month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941—

- (a) in the case of an employee who works a six-day week, twelve work days; and
- (b) in the case of any employee who works a five-day week, ten work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of each day thereof an amount not less than—

- (i) in the case of an employee who works a six-day week, one-sixth; and
- (ii) in the case of an employee who works a five-day week, one-fifth;

of the weekly wage which he was receiving immediately before the commencement of such leave; provided that such weekly wage shall be not less than the weekly wage prescribed in section 4 (1) for an employee of his class.

Provided further, that the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and the probable duration of the employee's illness in respect of each period of absence for which payment is claimed; provided further that, where there exists or may be established in an establishment by virtue of an agreement between the employer and some or all of his employees or between an employer and a duly registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of the employees who stand to benefit thereby, an amount not less than the amount paid or payable by each such employee and out of which fund such employee is, in the case of absence from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences, the terms of this section shall not apply.

(2) For the purpose of this section the expression "employment" shall have the same meaning as in section 7 (6).

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) (a) *Receiving Depot Employees.*—An employee employed in or in connection with a receiving depot shall be entitled to and be granted leave on all public holidays and shall be paid in respect of each such day not less than the amount the employee would have earned had he worked on such holiday his average ordinary hours of work for that day of the week, provided that an employee may be required to work on any such day.

(b) *Other Employees.*—An employee other than an employee employed in or in connection with a receiving depot shall be entitled to and be granted leave on New Year's Day, Good Friday, Day of the Covenant and Christmas Day, and shall be paid in respect of each such day not less than the amount the employee would have earned had he worked on such holiday his average ordinary hours of work for that day of the week; provided that an employee may be required to work on any such day and provided further than in addition to the public holidays mentioned any employee who as at the date of coming into operation of this agreement or any date subsequent thereto, shall have had not less than six months' continuous employment

(5) Wanneer 'n werknemer geregtig geword het op verlof ooreenkomstig subklousule (1) en daar, voordat die verlof toegestaan is, 'n einde aan sy dienskontrak kom, moet aan hom by sodanige beëindiging, betaling ten opsigte van verlof geskied waarvan die bedrae volgens subartikels (1) en (4) vasgestel word.

(6) By die toepassing van hierdie klousule word dit geag dat die uitdrukking „diens” enige tydperk of tydperke (altesame hoogstens tien weke per jaar) insluit wat 'n werknemer—

- (a) op verlof ingevolge subartikel (1) afwesig is;
- (b) verplig is om oefeninge ingevolge die Zuid Afrika Verdedigings Wet, 1912, mee te maak;
- (c) op las of versoek van sy werkgever van die werk afwesig is;
- (d) met siekteverlof ingevolge artikel 8 afwesig is;

en dat diens 'n aanvang neem—

- (i) vanaf die datum waarop die werknemer laas op verlof geregtig geword het, in die geval van 'n werknemer aan wie daar voor die inwerkingtreding van hierdie ooreenkoms verlof ooreenkomstig 'n loonvasstelling, nywerheids-raadooreenkoms of uitspraak toegeken is;
- (ii) vanaf die datum waarop die werknemer by sy werkgever in diens getree het, in die geval van enige ander werknemer;

met dien verstande dat as die tydperk van oefening ingevolge die Zuid Afrika Verdedigings Wet, 1912, in die geval van enige werknemer minder as 30 dae in enige jaar beloop, die tydperk van tien weke verkort word met soveel tyd as wat die tydperk van oefening op 30 dae kortkom.

8. SIEKTEVERLOF.

(1) As 'n werknemer, nadat hy 'n maand by 'n werkgever in diens is, van die werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie (uitgesonderd 'n ongeluk ten opsigte waarvan daar 'n reg op skadeloosstelling ingevolge die Ongevallewet, 1941, bestaan), moet die werkgever altesaam—

- (a) 12 werkdade siekteverlof in die geval van 'n werknemer vir wie daar ses werkdade in 'n week is, en
- (b) 10 werkdade siekteverlof in die geval van 'n werknemer vir wie daar vyf werkdade in 'n week is,

in 'n jaar aan die werknemer toestaan, en besoldiging ten opsigte van elke dag daarvan aan hom betaal teen minstens—

- (i) een-sesde in die geval van 'n werknemer vir wie daar ses werkdade in 'n week is, en
- (ii) een-vyfde in die geval van 'n werknemer vir wie daar vyf werkdade in 'n week is,

van die weekloon wat hy onmiddellik voor die aanvang van die verlof ontvang het, bygesê dat daardie weekloon minstens moet gelykstaan met die weekloon wat in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf word; met dien verstande dat die werkgever kan eis dat daar ten opsigte van elke tydperk van afwesigheid waarvoor besoldiging gevorderd word, 'n sertifikaat vertoon moet word wat deur 'n geregistreerde geneesheer onderteken is en waarin die aard en vermoedelike duur van die werknemer se siekte vermeld word; met dien verstande, voorts, dat die bepalings van hierdie klousule nie van toepassing is nie wanneer daar in 'n inrigting, kragtens ooreenkoms tussen 'n werkgever en sommige van of al sy werknemers of tussen die werkgever en 'n behoorlik geregistreerde vakvereniging, 'n siektebystandfonds of voorsorgfonds bestaan of ingestel word waartoe die werkgever, ten opsigte van elkeen van sy werknemers aan wie daar voordele van so 'n fonds kan toeval, 'n bedrag bydra wat minstens gelykstaan met die bedrag deur elkeen van daardie werknemers gestort of gestort te word, bygesê as so 'n werknemer in die geval van sy afwesigheid van die werk weens siekte of 'n ongeval (uitgesonderd 'n ongeluk ten opsigte waarvan daar 'n reg op skadeloosstelling ingevolge die Ongevallewet, 1941, bestaan), geregtig is om in 'n jaar altesame 'n bedrag wat minstens met sy volle loon vir twee weke gelykstaan, van daardie fonds te ontvang ten opsigte van die tyd of tye wat hy aldus afwesig is.

(2) Die bepalings van artikel 7 (6), oor die betekenis van die uitdrukking „diens”, geld ook by die toepassing van hierdie klousule.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) (a) *Werknemers by ontvangdepots.*—Aan 'n werknemer wat in of in verband met 'n ontvangdepot in diens is, word, as sy reg, verlof toegestaan op alle openbare vakansiedae, en aan hom word betaal ten opsigte van elke sodanige dag 'n bedrag wat nie minder is nie as die bedrag wat hy sou verdien het as hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het; met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige dag te werk.

(b) *Ander werknemers.*—Aan 'n werknemer, uitgesonderd een wat in of in verband met 'n ontvangdepot in diens is, moet, as sy reg, verlof toegestaan word op Nuwejaarsdag, Goede Vrydag, Gelofte-dag en Kersdag, en aan hom moet ten opsigte van elke sodanige dag 'n bedrag betaal word wat nie minder is nie as die bedrag wat hy sou verdien het as hy op sodanige vakansiedag sy gemiddelde gewone ure vir daardie dag van die week gewerk het; met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige dag te werk; en verder met dien verstande dat, uitgesonderd die genoemde openbare vakansiedae, 'n werknemer wat by die inwerkingtreding van hierdie Ooreenkoms, of op enige datum daarna, nie minder as

with his employer, shall be entitled to the following additional paid holidays: Easter Monday, Union Day, Queen's Birthday, Settlers' Day, Kruger Day and Boxing Day on the same basis as set out herein whilst he remains in the service of the same employer and in the event of such employee obtaining employment with another employer he shall first have to complete six months' continuous employment with that employer before again qualifying for such additional holidays.

(2) *Payment for Work on Public Holidays.*—(a) *Receiving Depot Employees.*—Whenever an employee, other than a casual employee, employed in or in connection with a receiving depot works on any public holiday, the employer shall pay to him for such day not less than the amount including cost of living allowance which the employee would have earned had he worked on such holiday his average ordinary hours of work for that day of the week, plus in respect of each hour or part of an hour so worked, such weekly remuneration including cost of living allowance which the employee was in receipt of immediately prior to such day divided by 46.

(b) *Other Employees.*—Whenever an employee other than a casual employee or an employee employed in or in connection with a receiving depot, works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, irrespective of the number of hours worked on such day, his employer shall pay to him for each such day not less than the amount including cost of living allowance that the employee would have earned had he worked on such holiday his average ordinary hours of work for that day of the week plus in respect of each hour or part of the hour so worked, such weekly remuneration including cost of living allowance which the employee was in receipt of immediately prior to such day divided by 46, provided that the provisions of this section shall also apply to Easter Monday, Union Day, Queen's Birthday, Settlers' Day, Kruger Day and Boxing Day in the case of such employees as in terms of sub-section (1) of this section are entitled to these additional days as paid holidays.

(c) Whenever a casual employee employed in or in connection with a receiving depot works on any public holiday, or whenever any other casual employee works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than such casual employee's actual daily wage, which daily wage shall not be less than the daily wage prescribed in Section 4 (1) for a casual employee, plus in respect of each hour or part of an hour so worked, such actual wage divided by eight.

(3) *Payment for Work on Sundays.*—Whenever an employee, other than a casual employee works on a Sunday his employer shall either—

(a) pay to him not less than his actual weekly wage, which weekly wage shall not be less than the weekly wage prescribed in section 4 (1) for an employee of his class divided by 2½ in the case of an employee working a six-day week and divided by 2½ in the case of an employee working a five-day week; or

(b) pay to him for each hour or part of an hour so worked not less than one and one-half times his actual weekly wage, which weekly wage shall be not less than the weekly wage prescribed in section 4 (1) for an employee of his class divided by forty-six and grant to him within seven days of such Sunday one day's leave and pay to him in respect thereof not less than the weekly wage prescribed in section 4 (1) for an employee of his class divided by—

(i) five and one-half in the case of an employee who works a six-day week;

(ii) five in the case of an employee who works a five-day week.

(4) Whenever a casual employee works on a Sunday his employer shall pay to him not less than double his actual daily wage which daily wage shall be not less than the daily wage prescribed in section 4 (1) for a casual employee.

10. PROPORTION OR RATIO.

(1) An employer shall employ a qualified clerical employee, invoice clerk, invisible mender, cleaner, receiving depot assistant or checker, before he may employ an unqualified clerical employee, invoice clerk, invisible mender, cleaner, receiving depot assistant or checker, as the case may be, and he shall employ not less than one qualified clerical employee, invoice clerk, invisible mender, cleaner, receiving depot assistant or checker for each unqualified clerical employee, invoice clerk, invisible mender, cleaner, receiving depot assistant or checker, respectively employed by him.

(2) An employer shall employ a qualified cleaner before he may employ a spotter and he shall employ at least one qualified cleaner for each four or part of four spotters employed by him.

(3) For the purposes of this section an employer who is wholly or substantially engaged in performing the duties of a cleaner or a clerical employee in his establishment may be deemed to be a qualified cleaner or qualified clerical employee, as the case may be.

ses maande aaneenlopende diens by sy werkgewer gehad het nie, geregtig is op die volgende bykomende besoldigde vakansiedae: Paasmaandag, Uniedag, Koningsinverjaarsdag, Setlaarsdag, Krugerdag en Tweede Kersdag op dieselfde basis, soos hierin uiteengesit, terwyl hy in die diens van dieselfde werkgewer bly, en dat, indien sodanige werknemer by 'n ander werkgewer in diens tree, hy eers ses maande lank aaneenlopende diens by daardie werkgewer moet voltooi voordat hy weer op sodanige bykomende vakansiedae geregtig word.

(2) *Besoldiging vir werk op openbare vakansiedae:* (a) *Werknemers by ontvangdepots.*—Wanneer 'n werknemer, uitgesonderd 'n los werknemer, wat in of in verband met 'n ontvangdepot in diens is, op 'n openbare vakansiedag werk, moet die werkgewer hom vir daardie dag besoldig met minstens die bedrag, met inbegrip van lewenskostoelae, wat die werknemer sou verdien het as hy op sodanige vakansiedag sy gemiddelde gewone werkkure vir daardie dag gewerk het, plus, vir elke uur of deel van 'n uur aldus gewerk, sodanige weeklikse besoldiging, met inbegrip van lewenskostoelae, as wat die werknemer onmiddellik voor sodanige dag ontvang het, gedeel deur 46.

(b) *Ander werknemers.*—Wanneer 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer wat in of in verband met 'n ontvangdepot in diens is, op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, sonder inagneming van die getal ure wat hy op sodanige dag werk, moet sy werkgewer hom vir elke sodanige dag besoldig met minstens die bedrag, met inbegrip van lewenskostoelae, wat die werknemer sou verdien het as hy op sodanige vakansiedag sy gemiddelde gewone werkkure vir daardie dag van die week gewerk het; plus, vir elke uur of gedeelte van 'n uur aldus gewerk, sodanige weeklikse besoldiging, plus lewenskostoelae, as wat die werknemer onmiddellik voor sodanige dag ontvang het, gedeel deur 46; met dien verstande dat die bepaling van hierdie artikel ook van toepassing is op Paasmaandag, Uniedag, Koningsinverjaarsdag, Setlaarsdag, Krugerdag en Tweede Kersdag in die geval van werknemers wat kragtens subartikel (1) van hierdie artikel op hierdie bykomende dae as besoldigde vakansiedae geregtig is.

(c) Wanneer 'n los werknemer wat in of in verband met 'n ontvangdepot werksaam is, op enige openbare vakansiedag werk, of enige ander los werknemer op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, moet sy werkgewer hom besoldig vir elkeen van sulke dae, minstens ten bedrae van so 'n los werknemer se werklike dagloon [bygesê dat daardie dagloon minstens moet gelykstaan met die dagloon wat in artikel 4 (1) vir 'n los werknemer voorgeskryf word], benewens betaling, vir elke uur (of gedeelte daarvan) wat hy aldus werk, van een-agtste van daardie dagloon.

(3) *Besoldiging vir werk op Sondae.*—Wanneer 'n werknemer (uitgesonderd 'n los werknemer) op 'n Sondag werk, moet sy werkgewer—

(a) hom of minstens sy werklike weekloon betaal, bygesê dat daardie weekloon minstens moet gelykstaan met die weekloon wat in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf word, gedeel deur 2½ in die geval van 'n werknemer vir wie daar ses werkdade in 'n week is, of gedeel deur 2½ in die geval van 'n werknemer vir wie daar vyf werkdade in 'n week is;

(b) of hom, vir elke uur of gedeelte daarvan wat hy aldus werk, minstens 1½ maal sy werklike weekloon betaal, bygesê dat daardie weekloon minstens moet gelykstaan met die weekloon wat in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf word, en 'n dag verlof binne sewe dae na dié Sondag aan hom toestaan met besoldiging ten opsigte daarvan aan hom van minstens die weekloon wat in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf word, gedeel deur—

(i) vyf en 'n half in die geval van 'n werknemer vir wie daar ses werkdade in 'n week is, of

(ii) vyf in die geval van 'n werknemer vir wie daar vyf werkdade in 'n week is.

(4) Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgewer hom minstens dubbel sy werklike dagloon betaal, bygesê dat daardie dagloon minstens moet gelykstaan met die dagloon wat in artikel 4 (1) vir 'n los werknemer voorgeskryf word.

10. GETALLEVERHOUDING.

(1) 'n Werkgewer moet 'n gekwalifiseerde klerklike werknemer, faktuurklerk, blindstopper, skoonmaker, ontvangdepotdienaar of nasiener in diens hê voordat hy, na gelang van die geval, 'n ongekwalifiseerde klerklike werknemer, faktuurklerk, blindstopper, skoonmaker, ontvangdepotdienaar of nasiener in diens kan neem; en hy moet minstens een gekwalifiseerde klerklike werknemer, faktuurklerk, blindstopper, skoonmaker, ontvangdepotdienaar of nasiener in diens hê teenoor onderskeidelik elke ongekwalifiseerde klerklike werknemer, faktuurklerk, blindstopper, skoonmaker, ontvangdepotdienaar of nasiener in sy diens.

(2) 'n Werkgewer moet 'n gekwalifiseerde skoonmaker in diens hê voordat hy 'n vlekuithaler in diens kan neem; en hy moet minstens een gekwalifiseerde skoonmaker in diens hê teenoor elke vier (of minder as vier) vlekuithalers in sy diens.

(3) 'n Werkgewer wat geheel of in hoofsaak die werk van 'n skoonmaker of van 'n klerklike werknemer in sy inrigting doen, kan vir die toepassing van hierdie artikel vir 'n gekwalifiseerde skoonmaker of, na gelang van die geval, vir 'n gekwalifiseerde klerklike werknemer gereken word.

(4) An unqualified clerical employee, invoice clerk, invisible mender, cleaner, receiving depot assistant or checker receiving lot less than the wage prescribed in section 4 (1) for a qualified clerical employee, invoice clerk, invisible mender, cleaner, receiving depot assistant or checker respectively, may be deemed to be a qualified clerical employee, invoice clerk, invisible mender, cleaner, receiving depot assistant or checker, as the case may be.

(5) An employer shall not employ a marker unless he has a checker in his employ and for each such checker not more than two markers may be employed. For the purpose of this sub-section unqualified markers and checkers shall be regarded as markers and checkers respectively.

11. UNIFORMS AND PROTECTIVE CLOTHING.

(1) An employer who requires his employee to wear a uniform or overall or an employer who is required by any law or regulation to provide his employee with a uniform, overall or protective clothing shall provide such uniform, overall or protective clothing free of charge, and it shall remain the property of the employer.

(2) All uniforms, overalls and protective clothing referred to in sub-section (1) shall be laundered at the expense of the employer.

(3) An employer shall provide free of cost and maintain in good condition, to the undermentioned classes of his employees, waterproof boots, clogs or other protective footwear and waterproof aprons or overalls and they shall remain the property of the employer:—

Washing machine attendants; employees engaged in washing articles by hand, hydro operators; benzine or other dry cleaning machine operators; employees engaged in dyeing processes;

and every employee shall at all times whilst engaged on his work wear the articles referred to in this sub-section.

12. CONTRACTING IN RESTRAINT OF EMPLOYMENT.

It shall be a condition of the employment of any person that he shall be free immediately after the termination of such employment to be employed in or in connection with any branch of work in the Industry.

13. CERTIFICATES OF SERVICE.

An employer shall upon termination of the contract of employment of an employee, other than a casual employee, furnish such employee with a certificate of service showing the full name of the employer and employee, the nature of the employment and the date of engagement of the employee, the date of termination of the contract of employment and the rate of remuneration of the employee at the date of such termination.

14. LOG BOOK.

(1) An employer shall provide a log book with duplicate folios for the use of each canvasser or vanman and driver of a motor vehicle in his employ, as nearly as practicable in the following form:—

Daily Log.

Name of Employer.....
Name of Employee.....
Time of starting work..... a.m./p.m.
Time of finishing work..... a.m./p.m.
Number of ordinary hours worked.....
Number of overtime hours worked.....
Meal hours from..... a.m./p.m. to..... a.m./p.m.
Breakdowns, accidents and/or other delays.....
.....
.....

Signature of Employee.

Date.....

(2) Every canvasser or vanman and driver of a motor vehicle upon being provided with the log book referred to in sub-section (1) shall, unless precluded from doing so by sickness or other unavoidable cause, complete the daily log in duplicate as nearly as practicable in the form prescribed in respect of each day's work, and shall within twenty-four hours of the completion of the day's work to which it relates deliver a duplicate copy thereof to his employer.

(3) Every employer shall retain the duplicate copy of the daily log for a period of three years after the date of its completion.

15. ATTENDANCE REGISTER.

(1) Every employer shall, from day to day, keep an attendance register, in the form of Annexure S. 5 to the regulations, made under section twenty-three of the Shops and Offices Act, 1939, and published under Government Notice No. 1906, dated the 1st December, 1939, of the name, occupation and particulars concerning attendance at the employer's establishment in respect of each of his employees other than canvassers, vanmen and drivers of motor vehicles.

(2) Every employee other than canvassers, vanmen and drivers of motor vehicles shall daily record the required particulars regarding his attendance at the establishment of his employer in the attendance register and sign the register.

(4) Wanneer 'n ongekwalifiseerde klerklike werknemer, faktuurklerk, blindstopper, skoonmaker, ontvangdepotdienaar of nasiener onderskeidelik minstens die loon ontvang wat in artikel 4 (1) vir 'n gekwalifiseerde klerklike werknemer, faktuurklerk, blindstopper, skoonmaker, ontvangdepotdienaar of nasiener voorgeskryf word, kan hy, na gelang van die geval, as 'n gekwalifiseerde klerklike werknemer, faktuurklerk, blindstopper, skoonmaker, ontvangdepotdienaar of nasiener gereken word.

(5) 'n Werkgewer mag nie 'n merker in diens hê nie tensy daar 'n nasiener by hom in diens is; en daar kan hoogstens twee merkers teenoor elke nasiener in diens geneem word. Ongekwalifiseerde merkers en nasieners word vir die toepassing van hierdie subartikel onderskeidelik as merkers en nasieners gereken.

11. UNIFORMS EN BESKERMENDE KLERE.

(1) 'n Werkgewer wat vereis dat sy werknemer 'n uniform of oorpak dra, of wat volgens wet of by regulasie verplig is om sy werknemer van 'n uniform of oorpak of van beskermende klere te voorsien, moet daardie uniform of beskermende klere kosteloos verskaf, en die werkgewer bly die eienaar daarvan.

(2) Die was en stryk van alle uniforms, oorpakke en beskermende klere wat in subartikel (1) bedoel word, geskied op koste van die werkgewer.

(3) 'n Werkgewer moet waterdigte skoene, klompe of ander beskermende skoelisel, en waterdigte voorskote of oorpakke, kosteloos aan ondergenoemde klasse van sy werknemers verskaf en in goeie toestand onderhou, en die werkgewer bly die eienaar daarvan:—

Wasmasjienbedieners; werknemers wat goedere met die hand was; droogmasjienbedieners, bensienswasmasjienbedieners of ander droogskoonmaakmasjienbedieners; werknemers wat met die toepassing van kleuringsprosesse belas is;

en elke werknemer moet die drag wat in hierdie subartikel genoem word, gedurig aanhê wanneer hy met sy werk besig is.

12. BEPERKING VAN DIENSGELEENTHEID.

Elke diensverhouding van 'n werknemer is onderworpe aan die voorwaarde dat dit hom vrystaan om in of in verband met enige werkvertakking van die bedryf werksaam te wees onmiddellik nadat voormelde diensverhouding tot 'n einde kom.

13. DIENSSERTIFIKATE.

Wanneer die dienskontrak van 'n werknemer tot 'n einde kom, moet die werkgewer, uitgesonderd in die geval van 'n los werknemer, 'n dienssertifikaat aan die werknemer verstrek met vermelding daarin van die volle name van werkgewer en werknemer, die soort werk wat gedoen is, die datum van indiensneming van die werknemer, die datum van beëindiging van die dienskontrak, en die skaal van besoldiging van die werknemer ten tyde van sodanige beëindiging.

14. LOGBOEK.

(1) 'n Werkgewer moet 'n logboek, met die folio's in tweevoud en sover doenlik in onderstaande vorm, ten gebruike van elke bestellingwerwer of bestelwaman en motorvoertuigdrywer wat in sy diens is, verskaf.

Dagrelaas.

Naam van werkgewer.....
Naam van werknemer.....
Tyd waarop met werk begin is..... vm./nm.
Tyd waarop met werk opgehou is..... vm./nm.
Getal gewone ure gewerk.....
Getal oortydure gewerk.....
Etensure van vm./nm. tot vm./nm.
Voertuig onklaar geraak, ongelukke, en ander oponthoud.....
.....
.....

Handtekening van werknemer.

Datum.....

(2) Elke bestellingwerwer of bestelwaman en elke motorvoertuigdrywer wat van 'n logboek volgens subartikel (1) voorsien is, moet, uitgesonderd wanneer siekte of ander onvermydelike omstandighede hom verhinder om dit te doen, die logboek van elke dag se werk in tweevoud en sover doenlik in die voorgeskrewe vorm byskryf, en moet 'n duplikaat daarvan binne 24 uur nadat die dagtaak waarop dit betrekking het, afgedoen is, aan sy werkgewer afgee.

(3) Elke werkgewer moet die duplikaat van die daaglikse log bewaar vir 'n tydperk van drie jaar na die datum van die opskryf daarvan.

15. PRESENSIEREGISTER.

(1) Elke werkgewer moet van dag tot dag volgens die vorm in Aanhangel S.5 van die regulasies wat kragtens artikel drie-entwintig van die Wet op Winkels en Kantore, 1939, uitgevaardig is en by Goewermmentskennisgewing No. 1906 van 1 Desember 1939, afgekondig is, ten opsigte van al sy werknemers (uitgesonderd bestellingwerwers, bestelwamane en motorvoertuigdrywers) 'n presensieregister hou van hulle name, elkeen se vak, en die besonderhede omtrent elkeen se teenwoordigheid vir diens in die inrigting van die werkgewer.

(2) Elke werknemer (uitgesonderd 'n bestellingwerwer, bestelwaman of motorvoertuigbestuurder) moet die vereiste besonderhede omtrent sy teenwoordigheid vir diens in die inrigting van sy werkgewer elke dag in die presensieregister aanteken, en ook die register teken.

(3) The provisions of this section shall not apply where an employer has instituted a time clock or similar semi-automatic time recording system.

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee other than a casual employee shall give not less than one week's notice in the case of a weekly paid employee and not less than one month's notice in the case of monthly paid employee, in writing, of his intention to terminate the contract of employment, or an employer may terminate the contract of employment by paying to the employee an amount equal to not less than the weekly or monthly wage, as the case may be, which the employee was receiving immediately before the date of such termination; provided that this shall not affect—

- (i) the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week or month.

(2) When an agreement is entered into, in terms of the second proviso to sub-section (1), the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-section (1) shall take effect from the usual weekly pay day of the establishment in the case of a weekly paid employee and the usual monthly pay day of the establishment in the case of a monthly paid employee; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave, in terms of section 7, or while the employee is in receipt of sick benefit in terms of section 17.

17. SICK BENEFIT FUND.

(1) There is hereby established a sick benefit fund, hereinafter referred to as "the fund", to provide members contributing to the fund with free medical services up to a maximum period of six months in respect of any period of continuous illness, free medicines up to a maximum amount of three pounds (£3) in any calendar year, and sick pay in case of illness. Such medical services shall be rendered by the medical practitioners appointed by or approved of by the management committee, and medicines shall be supplied by chemists appointed by the management committee, and any contributor who consults medical practitioners not appointed or approved by the management committee or who obtains medicines from chemists not appointed or approved by the management committee shall have no claim on the fund, provided, however, that the management committee may in its discretion pay part of or the whole of such costs incurred.

NOTE.—Obstetrics, surgery, hospitalisation, dentistry and optical services shall not form part of medical services for the purposes of the fund, excepting that every contributor shall, subject to the provisions of this section, be entitled to a refund of an amount up to a maximum of £2. 10s. of the costs of spectacles obtained by such contributor.

(2) The fund shall be called "The Laundry, Cleaning and Dyeing Industry (Cape) Sick Benefit Fund", and it shall be administered according to and in terms of the rules of the said fund as approved by the Council, by a management committee hereinafter referred to as "the committee", appointed by the Council at a duly constituted meeting of the Council, and consisting of two each of the employers' and employees' representatives on the Council, with the chairman and vice-chairman of the Council as *ex officio* members. For every representative appointed an alternate shall be appointed in the manner provided for in section 5 (4) of the constitution of the Council. A paid secretary, who shall also be the secretary of the fund, shall also be appointed by the committee.

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

(4) (a) For the purposes of such fund each employer shall each week deduct the sum of sixpence from the wages of each of his employees, in this section referred to as "contributor", for whom minimum wages are prescribed in this Agreement, and who has worked during any week, irrespective of the time so worked.

(b) To the amount so deducted in each case the employer shall add a like amount, and forward month by month, but not later than the 7th day of each month, the total sum to the secretary of the fund at such address as the management committee of the fund may decide on from time to time.

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

- (i) the full name of the employer;
- (ii) the full name of each contributor from whose wage deductions have been made;
- (iii) the works number and the fund number [provided for in sub-section (5) (ii) of this section] of each such contributor;
- (iv) the occupation of each such contributor;

(3) Die bepalinge van hierdie artikel is nie van toepassing wanneer 'n werkgewer 'n tydskloof of 'n dergelike stelsel van half-automatiese tydregistrering in gebruik het nie.

16. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer (behalwe 'n los werknemer) moet skriftelik, minstens 'n week vooraf in die geval van 'n weekliks betaalde werknemer en minstens 'n maand vooraf in die geval van 'n maandeliks betaalde werknemer, kennis gee van sy voorneme om die dienskontrak te laat eindig, of 'n werkgewer kan die dienskontrak beëindig deur 'n bedrag aan die werknemer te betaal wat minstens gelykstaan met die weekloon (of, na gelang van die geval, die maandloon) wat die werknemer onmiddellik voor die datum van die diensbeëindiging ontvang het; met dien verstande dat niks hierdeur afgeding word nie op—

- (i) die reg van 'n werkgewer of 'n werknemer om sonder voorafgaande kennisgewing 'n dienskontrak op voldoende regsgronde te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarby bepaal word dat die opseggingstermyn langer as 'n week of 'n maand en wedersyds dieselfde is.

(2) Wanneer daar 'n ooreenkoms bestaan ten opsigte waarvan die tweede voorbehoedsbepaling van subartikel (1) geld, is die betaling in plaas van kennisgewing eweredig aan die opseggingstermyn waarvoor ooreengekom is.

(3) Die opseggingstermyn wat in subartikel (1) bedoel word, loop in die geval van 'n weekliks betaalde werknemer vanaf die gewone weeklikse betaaldag van die inrigting, en in die geval van 'n maandeliks betaalde werknemer vanaf die gewone maandeliks betaaldag van die inrigting; met dien verstande dat die opseggingstermyn nie mag saamval met, en kennisgewing nie mag geskied gedurende die tyd wat die werknemer afwesig is met jaarlikse verloop ooreenkomstig artikel 7 of siektebystand ooreenkomstig artikel 17 ontvang nie.

17. SIEKTEBYSTANDFONDS.

(1) Hierby word 'n siektebystandfonds ingestel (hierna „die fonds” genoem) vir die besorging van vry mediese dienste vir 'n tydperk van hoogstens ses maande tydens aanhoudende siekte, vry medisyne ten bedrae van hoogstens drie pond (£3) per kalenderjaar, en siektebesoldiging by 'n siektegeval, aan lede wat tot die fonds bydra. Sulke mediese dienste geskied deur die geneeshere wat deur die bestuurskomitee aangestel of erken word, en die medisyne word verskaf deur aptekers wat deur die bestuurskomitee aangestel word; en 'n bydraer wat hom van geneeshere bedien wat nie deur die bestuurskomitee aangestel is of erken word nie, of 'n bydraer wat medisyne kry by aptekers wat nie deur die bestuurskomitee aangestel is of erken word nie, het geen verhaal op die fondse nie; met dien verstande egter dat die bestuurskomitee, na goedgekeurde, die onkoste wat aldus gemaak word, ten volle of ten dele kan betaal.

OPMERKING.—Verloskundige dienste, chirurgiese dienste, hospitalisasie, tandheelkundige dienste en die dienste van 'n gesigkundige ressorteer nie onder die mediese dienste waarvoor die fonds bestem is nie, uitgesonderd dat, behoudens die bepalinge van hierdie klousule, 'n bydraer aanspraak het op vergoeding ten bedrae van hoogstens £2. 10s. van die koste van 'n bril deur hom verkry.

(2) Die fonds heet The Laundry, Cleaning and Dyeing Industry (Cape) Sick Benefit Fund en word met inagneming van die voorskrifte van die fondselement wat die Raad goedkeur, geadministreer deur 'n bestuurskomitee (hierna „die komitee” genoem), deur die Raad aangestel op 'n behoorlik gekonstitueerde vergadering van die Raad en bestaande uit twee van die werkgewersverteenwoordigers en twee van die werknemersverteenwoordigers in die Raad, met die voorsitter en die ondervoorsitter van die Raad as lede *ex officio*. Vir elke aangestelde verteenwoordiger word daar op die wyse wat in artikel 5 (4) van die Raad se konstitusie voorgeskrif word, iemand aangestel wat hom kan vervang. Die komitee stel ook 'n sekretaris aan wat besoldiging ontvang en wat ook as sekretaris van die fonds optree.

(3) Die sekretaris van die Raad behou één eksemplaar van die fondselement en van elke wysiging daarvan, en dien één eksemplaar van daardie reglement en van elke wysiging daarvan by die Sekretaris van Arbeid in.

(4) (a) Elke werkgewer moet vir die doel van die fonds weekliks 'n bedrag van ses pennies aftrek van die loon van elkeen van sy werknemers (in hierdie klousule 'n „bydraer” genoem) vir wie minimum lone in hierdie Ooreenkoms voorgeskrif word en wat gedurende die week gewerk het, ongeag hoe lank hy aldus gewerk het.

(b) Die werkgewer moet 'n bedrag wat gelykstaan met die bedrag wat aldus afgetrek word, in elke geval daaraan toevoeg en die totaalbedrag maandeliks, en wel nie later as op die sewende dag van elke maand nie, aan die sekretaris van die fonds opstuur na die adres wat die fonds se bestuurskomitee van tyd tot tyd aanwys.

(c) Daar moet saam met die totale bedrag wat die werkgewer maandeliks ter verantwoording van sy eie bydraes en van die kortings op die lone van bydraers in sy diens, opstuur, 'n spesiale vorm (wat die fonds kosteloos uitreik) gestuur word met vermelding daarin van—

- (i) die volle naam van die werkgewer;
- (ii) die volle naam van elke bydraer van wie se lone aftrekkings gemaak is;
- (iii) die personeelsnommer van elkeen van daardie bydraers, asook sy fondsnommer waarin subartikel (5) (ii) van hierdie artikel voorsien;
- (iv) die vak van elkeen van daardie bydraers;

- (v) in respect of each week of the preceding month, the amount deducted by the employer from the wages of each contributor in his employ, and the amount contributed by the employer himself, as provided for in paragraph (b) of sub-section (4) of this section, in respect of each contributor in his employ.
- (5) (i) Upon the engagement or the termination of employment of each employee the employer shall forthwith notify the secretary of the fund by means of a card to be supplied free by the fund of the engagement or termination.
- (ii) Upon receipt of the first payment to the fund in respect of each contributor the secretary of the fund shall allocate a fund number to such contributor, and shall forthwith advise the employer of such fund number.
- (iii) All moneys received by the fund shall be deposited to a banking account for the fund which shall be opened by the Council.
- (iv) The committee shall appoint an auditor for the fund who shall be a registered chartered accountant and determine his remuneration, which shall be paid out of the fund. The account of the fund shall be audited for the periods ending 30th June and 31st December, of each year, and the auditor's report shall be made available not later than the 30th September, and 31st March, respectively. A copy of the statement of accounts together with the auditor's report shall be transmitted to the Secretary for Labour, and a copy shall also lie for inspection at the office of the Council.
- (v) Disbursements from the fund shall cease whenever the amount standing to the credit of the fund falls below £50, and shall not recommence until the amount standing to the credit of the fund exceeds £100.
- (6) During periods of absence from work owing to sickness, benefits shall, subject to the conditions contained in this Agreement, be paid to contributors to the fund.
- For the purpose of payment of such benefits "sickness" shall mean any illness, affliction or disease which is—
- not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs; and
 - is not an accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941; and
 - is not sickness arising out of pregnancy.
- (7) Application for benefit shall be made in the following form and manner:—
- Each applicant for benefit shall have contributed to the fund for a period of not less than thirteen weeks.
 - After thirteen weekly contributions have been made in respect of a contributor, the secretary of the fund shall forward to his employer an identification card in the form of Annexure B to this Agreement, and the contributor shall hand to the employer a photograph of himself of the size of two inches by one and one-half inches obtained at the expense of the fund in accordance with the rules of the fund. The employer shall certify on the photograph that it is the photograph of the contributor, and shall attach it to the identification card and hand the card to the contributor.
 - Upon production of the identification card after any continuous period of illness of more than two days, the contributor shall be entitled to free medical services rendered by the medical practitioner and to free medicines prescribed by such medical practitioner.
 - Subject to the provisions of sub-section (8) (i) each contributor shall be entitled to sick benefit payments, provided that no such benefits shall be paid until the certificate provided for in paragraph (vi) of this sub-section has been received by the secretary of the fund.
 - Payments will be made at the secretary's office on any day of the week during the usual office hours.
 - (a) Any person in receipt of sick benefit who is able to resume employment before the expiry of the maximum period during which benefit is payable in terms of sub-section (8) (i) shall notify the secretary who shall forthwith remove the name of such person from the list of those entitled to benefit. The committee shall have the right to recover from any person any amount paid in excess of that warranted by the actual period of sickness.
 - Each applicant shall submit such information as the committee or secretary may require to prove his sickness.
 - The medical practitioner shall submit to the committee a medical certificate stating the nature of the illness, the treatment being given and the period during which it is estimated the applicant will be precluded from following his employment. The committee shall have the right to require any applicant to be examined and reported upon by the medical practitioner at any time during which such applicant is in receipt of sick-pay benefits provided for in sub-section (8) (i) of this section, and failure or refusal on the part of any such applicant to submit to such medical examination shall render such applicant liable to be deprived of any further sick-pay benefits provided for in sub-section (8) (i) of this section.

- (v) die bedrag wat die werkgewer ten opsigte van elke week van die vorige maand van die loon van elke bydraer in sy diens afgetrek het, en die bedrag wat hy volgens voorskrif van paragraaf (b) van subartikel (4) van hierdie artikel ten opsigte van elkeen van daardie weke in die geval van elke bydraer in sy diens self bygedra het.
- (5) (i) By indiensneming van elke werknemer of wanneer sy diens eindig, moet die werkgewer die sekretaris van die fonds onverwyld per kaart (wat die fonds kosteloos uitreik) van die indiensneming of die diensbeëindiging in kennis stel.
- (ii) By ontvangs van die eerste bedrag wat ten opsigte van elke bydraer in die fonds gestort word, moet die sekretaris van die fonds 'n fondsnommer vir die bydraer toewys en moet hy die werkgewer onverwyld van daardie fondsnummer verwittig.
- (iii) Al die geld wat die fonds ontvang, moet op 'n bankrekening wat die Raad vir die fonds open, gestort word.
- (iv) Die komitee stel 'n ouditeur vir die fonds aan, wat 'n geregistreerde geotrooieerde rekenmeester moet wees en wie se besoldiging (wat die komitee vasstel) uit die fonds betaal moet word. Die rekenings van die fonds word ten opsigte van alle halfjaarlikse tydperke wat op 30 Junie en 31 Desember eindig, geouditeer, en die verslag van die ouditeur moet uitgebring word op of voor onderskeidelik 30 September en 31 Maart. 'n Eksemplaar van die geldelike staat en ouditeursverslag word aan die Sekretaris van Arbeid gestuur, en 'n eksemplaar daarvan moet ook ten kantore van die Raad ter insae lê.
- (v) Uitbetalings uit die fonds word gestaak wanneer die kreditsaldo van die fonds onder die £50 bedra, en mag nie hervat word voordat die kreditsaldo van die fonds bo die £100 bedra nie.
- (6) Bystandsbetalings word met inagneming van die bepalings van hierdie Ooreenkoms aan bydraers gedoen tydens afwesigheid van die werk weens siekte.
- Ten aansien van bystandsbetalings beteken „siekte” enige ongesteldheid, aandoening of krankheid wat—
- nie aan wangedrag of aan die misbruik van drank of verdowingsmiddels te wyte is nie; en
 - nie 'n ongeluk, ongesteldheid of krankheid is ten opsigte waarvan skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is nie; en
 - nie 'n swangerskapsiekte is nie.
- (7) Aansoeke om bystand geskied volgens onderstaande vorm en prosedure:—
- Daar moet bydraes vir 'n tydperk van minstens 13 weke in die fonds gestort wees deur elkeen wat aansoek om bystand doen.
 - Nadat 13 weeklikse bydraes ten opsigte van 'n bydraer is, stuur die sekretaris van die fonds 'n identiteitskaart, volgens die vorm in Aanhangsel B van hierdie ooreenkoms, aan sy werkgewer. Die bydraer moet 'n foto van hom wat 'n grootte van twee duim by 1½ duim het, en wat volgens die fondsreglement op koste van die fonds verkry word, aan die werkgewer oorhandig. Die werkgewer moet die foto vir 'n foto van die bydraer waarmerk en dit aan die identiteitskaart vasheg, en moet die kaart dan aan die bydraer oorhandig.
 - Die bydraer is by vertoning van die identiteitskaart, nadat siekte langer as twee dae aaneen geduur het, geregtig op die vry dienste van 'n geneesheer en vry medisyne volgens 'n preskripsie van dié geneesheer.
 - Behoudens die bepalings van subartikel (8) (i) is elke bydraer geregtig op siektebystandsbetalings; met dien verstande dat sulke bystand nie mag geskied voordat die sekretaris van die fonds die doktersertifikaat waarin paragraaf (vi) van hierdie subartikel voorsien, ontvang het nie.
 - Uitbetaling geskied elke dag van die week, gedurende die gewone kantoorture, ten kantore van die sekretaris.
 - (a) Wanneer iemand wat siektebystand ontvang, weer kan begin werk voor affoop van die maksimum tydskuur van bystand ingevolge subartikel (8) (i), moet hy die sekretaris daarvan in kennis stel; en die sekretaris moet dié persoon se naam dadelik skrap van die lys van persone wat aanspraak op bystand het. As daar meer geld aan iemand betaal is as wat die werklike siektetydperk vereis het, is die komitee geregtig om die te veel betaalde bedrag op hom te verhaal.
 - Elke aansoeker moet bewys van sy siekte lewer volgens verlange van die komitee of die sekretaris.
 - Die geneesheer moet by die komitee 'n sertifikaat indien met vermelding daarin van die aard van die siekte, die behandeling wat toegepas word, en die geskatte tyd wat die aansoeker se onvermoë om sy werk te doen, sal duur. Die komitee het die reg om te eis dat 'n aansoeker hom te eniger tyd, solank as daar betaling aan hom geskied van siektebesoldiging by wyse van bystand waarin subartikel (8) (i) van hierdie artikel voorsien, deur die geneesheer moet laat ondersoek met indiening van 'n rapport oor hom deur die geneesheer; en as so 'n aansoeker weier of versuim om sodanige mediese ondersoek te ondergaan, kan verdere siektebesoldiging by wyse van bystand waarin subartikel (8) (i) van hierdie artikel voorsien, hom ontsê word.

- (vii) If a contributor leaves his employment in the Industry for the purpose of taking employment outside the Industry, he shall forfeit all claim to the fund. Should such contributor re-enter the Industry, he must again contribute to the fund for a period of thirteen weeks before any benefits can be claimed.
- (viii) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the management committee until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.
- (ix) In the event of the dissolution of the Council or in the event of it ceasing to function, during any period in which this Agreement is binding, in terms of section *thirty-four* (2) of the Act, the management committee shall continue to administer the fund and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof, for such purposes; provided, however, that any vacancy occurring on the committee may be filled by the Minister from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives, and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the power of the committee for such purposes. Upon the expiration of this Agreement the fund shall be liquidated by the management committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (x) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section *thirty-four* (4) of the Act as if it formed part of the general funds of the Council.
- (x) Upon liquidation of the fund in terms of sub-clause (viii) of this clause the moneys remaining to the credit of the fund after the payment of all claims against the fund, including administration and liquidation expenses, shall be paid into the funds of the Council.

(8) (i) During periods of absence owing to sickness, benefits shall, subject to these rules and the provisions of any agreement of the Council which may be legally binding, be paid to contributors for a period not exceeding six weeks at the rate of £1. 5s. per week during any twelve calendar months commencing from the first period of illness after the payment of thirteen contributions to the fund and for periods of absence of more than two days but less than one week, payment shall be at the rate of 4s. 2d. per day or part of a day.

Provided that no benefits will be paid in respect of any absence of two days or less, but that, if such absence continues for more than two consecutive days, benefits will be paid for the full period of such absence.

(ii) The committee may make such lump sum payments, in addition to the benefits provided for in this section, as it may decide to meet the extraordinary medical or other expenses in a special case of sickness.

18. EXEMPTIONS.

(1) Subject to the provisions of sub-sections (2) and (3) of this section, the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

(2) No exemption from the provisions of paragraph (a) or (b) of sub-clause (8) of section 6 of this Agreement shall be granted under this section to or in respect of any female employee engaged in manual work except for the purpose of performing work—

- which is necessitated by an emergency; or
- which is necessary to prevent the loss of raw materials in the course of treatment which are subject to rapid deterioration.

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

(4) The Secretary of the Council shall issue to every person granted exemption 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 subject to which such exemption is granted; and
- the period during which the exemption shall operate.

(5) The secretary of the Council shall where exemption is granted to an employee forward a copy of the licence to the employer concerned.

(vii) As 'n bydraer uit sy diens in die nywerheid uitree ten einde buitekant die nywerheid in diens te gaan, verbeur hy alle aansprake teen die fonds. As so 'n bydraer weer in die nywerheid in diens kom, moet hy opnuut bydraes vir 'n tydperk van dertien weke in die fonds stort voordat daar aanspraak op bystand kan wees.

(viii) Wanneer hierdie Ooreenkoms deur tydsverloop verstreke is of om enige ander rede verval, bly die fonds onder die administrasie van die bestuurskomitee totdat dit of gelikwydeer is of deur die Raad oorgedra word aan 'n ander fonds met dieselfde doel ingestel as dié waarmee die oorspronklike fonds gestig is.

(ix) As die Raad ontbind word of as hy ophou om te funksioneer gedurende 'n termyn waarin hierdie Ooreenkoms bindend is, kragtens artikel *vier-en-dertig* (2) van die Wet, bly die fonds onder die administrasie van die bestuurskomitee en word die lede van die komitee wat daar bestaan op die datum wanneer die Raad ophou om te funksioneer of ontbind word, as lede daarvan vir daardie doel geag; met dien verstande egter dat as daar 'n vakature in die komitee ontstaan, die Minister na gelang van die geval 'n werkgewer of 'n werknemer in die bedryf in die vakature kan aanstel om gelyke verteenwoordiging en gelyke plaasvervangende verteenwoordiging van werkgewers en werknemers in die ledetal van die komitee te verseker. As die komitee nie sy pligte kan of wil vervul nie, of wanneer die stemme daarvoor staak, met die uitwerking dat die administrasie van die fonds volgens die oordeel van die Minister onuitvoerbaar word of nie na wens geskied nie, kan die Minister 'n kurator of kurators, wat vir dié doel met al die bevoegdhede van die komitee beklee sal wees, aanstel om die werksaamhede van die komitee te verrig. By verval van hierdie Ooreenkoms word die fonds deur die bestuurskomitee wat kragtens hierdie paragraaf funksioneer of, na gelang van die geval, deur die kurator of kurators, gelikwydeer volgens voorskrif van paragraaf (x) van hierdie subartikel; en as die sake van die Raad reeds beredder en sy bates verdeel is wanneer hierdie Ooreenkoms verval, word die oorskot van die fonds ooreenkomstig die bepalings van artikel *vier-en-dertig* (4) van die Wet verdeel asof dit deel van die Raad se algemene fondse uitmaak;

(x) By likwidasie van die fonds ingevolge paragraaf (viii) van hierdie subartikel word die batige oorskot van die geld wat in die fonds oorbly nadat al die vorderings teen die fonds (met inbegrip van die koste van administrasie en likwidasie) betaal is, by die Raad se fondse gestort.

(8) (i) Bystand word, met inagneming van hierdie voorskrifte en van die bepalings van enige nywerheidsraadooreenkoms wat bindende regsrag besit, aan bydraers gedoen ten bedrae van £1. 5s. per week vir hoogstens ses weke tydens afwesigheid weens siekte gedurende enige tydsverloop van twaalf kalendermaande vanaf die eerste tydperk van siekte nadat dertien bydraes in die fonds gestort is, en ten bedrae van 4s. 2d. per dag (of gedeelte daarvan) tydens afwesigheid wat langer as twee dae maar korter as 'n week duur; met dien verstande dat geen bystand betaal sal word ten opsigte van enige afwesigheid van twee dae of minder nie, maar dat as sodanige afwesigheid langer as twee agtereenvolgende dae duur, bystand vir die volle tydperk van sodanige afwesigheid betaal sal word.

(ii) Benewens die bystand waarin hierdie artikel voorsien, kan die komitee uitbetalings in één bedrag volgens eie besluit doen ter bestryding van buitengewone mediese of ander onkoste in 'n spesiale siektegeval.

18. VRYSTELLINGS.

(1) Die Raad kan om enige gegronde of voldoende rede en met inagneming van die bepalings van subartikels (2) en (3) van hierdie artikel vrystelling van enige bepaling van hierdie Ooreenkoms aan of ten opsigte van enigiemand verleen.

(2) Geen vrystelling van die bepalings van paragraaf (a) of (b) van subartikel (8) van artikel 6 van hierdie ooreenkoms mag kragtens hierdie artikel aan of ten gunste van 'n vroulike werknemer wat handarbeid verrig, verleen word nie, tensy met die doel om werk te laat doen wat—

- deur 'n noodgeval vereis word; of
- nodig is om te verhoed dat grondstowwe wat behandel word en gou kan bederf, nutteloos word.

(3) Die Raad bepaal ten opsigte van iemand aan wie 'n vrystellingsertifikaat uitgereik word, die voorwaardes waaronder die vrystelling verleen word en die geldigheidsduur van die vrystelling; met dien verstande dat die Raad na goeë dunske, nadat daar 'n week vooraf skriftelik aan die betrokke persoon kennis gegee is, enige vrystellingsertifikaat kan intrek, hetsy die tyd waarvoor die vrystelling verleen is, verstryk het of nie.

(4) Die Sekretaris van die Raad reik aan elkeen aan wie vrystelling verleen word, 'n vrystellingsertifikaat uit, deur hom onderteken, met vermelding daarin van—

- die betrokke persoon se volle naam;
- die ooreenkoms se bepalings waarvan vrystelling verleen word;
- die voorwaardes waarop die vrystelling verleen word; en
- die geldigheidsduur van die vrystelling.

(5) Die Sekretaris van die Raad stuur in die geval van vrystelling wat aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer.

19. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting expenses of the Council, each employer shall deduct the sum of threepence per week from the earnings of each of his employees for whom minimum wages are prescribed in section 4 of this Agreement. To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 15th day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town.

(2) Each employer shall make a return to the Council of the number of employees employed by him for each week of each calendar month on the form supplied by the Council in the form of Annexure A to this Agreement.

20. TRADE UNION SUBSCRIPTIONS.

An employer shall, at the written request of his employee, make deductions weekly from the employee's remuneration of any amount or amounts of subscriptions, specified in the said written request to the funds of the trade union, and shall forward the amount or amounts so deducted to the secretary of the said trade union not later than the fifteenth of each month immediately succeeding the month during which such deductions were made.

21. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

Every employer shall give to any of his employees who are representatives or alternates on the Council, every reasonable facility to attend to their duties in connection with the work of Council.

22. AGENTS.

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

23. INTERPRETATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement, and may issue rulings not inconsistent with the provisions thereof for the guidance of employers and employees.

24. EXISTING CONTRACTS.

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

25. EXHIBITION OF AGREEMENT.

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

26. EMPLOYMENT OF CHILDREN.

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

Signed at Cape Town on behalf of the parties on this 24th day of December, 1954.

J. M. WEINREICH,
Chairman of the Council.
W. H. ROSS,
Vice-Chairman of the Council.
F. K. LIGHTON,
Secretary of the Council.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE).

TO THE SECRETARY,
P.O. Box 1536,
CAPE TOWN.

DEAR SIR,
Enclosed please find the sum of £ : : representing contributions in terms of section 19 of the Laundry, Cleaning and Dyeing Agreement as detailed below for the period ending _____

Name of Firm _____
Address _____

RETURN OF EMPLOYEES.

No.	Date.
_____	for week ending _____
_____	for week ending _____
_____	for week ending _____
_____	for week ending _____
_____	for week ending _____
Total No. _____	employees at 3d. per week for _____ weeks.. £ _____
	Add: Employers' contributions of 3d. per week per employee..... £ _____
	£ _____

To be forwarded with your cheque to the Office of the Council not later than the 15th of each month.

19. ONKOSTE VAN DIE RAAD.

(1) Elke werkgewer moet ter bestryding van die onkoste van die Raad, 'n bedrag van drie pennies per week aftrek van die geld wat elkeen van sy werknemers verdien vir wie daar minimum lone in artikel 4 van hierdie Ooreenkoms voorgeskryf word. Die werkgewer moet 'n bedrag wat gelykstaan met die bedrag wat aldus afgetrek word, daaraan toevoeg en die totaalbedrag maandeliks, en wel nie later as op die 15de dag van elke maand nie, stuur aan die Sekretaris van die Raad, Posbus 1536, Kaapstad.

(2) Elke werkgewer moet, in 'n vorm (wat die Raad uitreik) na die voorbeeld van Aanhangsel A van hierdie Ooreenkoms, ten opsigte van elke week van elke kalendermaand aan die Raad opgawe doen van die getal werknemers by hom in diens.

20. VAKVERENIGINGLEDIGELD.

'n Werkgewer moet op skriftelike versoek van sy werknemer elke week 'n bedrag of bedrae (in daardie skriftelike versoek aangegee) vir ledigheid ten voordele van die fondse van die vakvereniging aftrek van die werknemer se besoldiging, en moet die bedrag of bedrae wat aldus afgetrek word, op of voor die 15de dag van die eersvolgende maand na die maand waarin die afrekening gedoen word, aan die sekretaris van die genoemde vakvereniging stuur.

21. VAKVERENIGING SE VERTEENWOORDIGERS OP DIE RAAD.

Elke werkgewer moet aan dié van sy werknemers wat verteenwoordigers of plaasvervangende verteenwoordigers op die Raad is, alle redelike geleentheid gee om hulle pligte in verband met die werksaamhede van die Raad te vervul.

22. AGENTE.

Die Raad stel een of meer bepaalde persone as sy agent of agente aan om in die toepassing van hierdie Ooreenkoms behulpsaam te wees; en elke werkgewer en elke werknemer is verplig om so 'n agent toe te laat om navrae te doen, boeke en/of dokumente te ondersoek en persone te ondervra, soos dit vir hierdie doel nodig mag wees.

23. VERTOLKING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is, en kan ter voorligting van werkgewers en werknemers vertolkings uitvaardig wat nie met die bepalings hiervan in stryd is nie.

24. BESTAANDE KONTRAKTE.

Elke dienskontrak wat op die datum waarop hierdie Ooreenkoms in werking tree, van krag is, is aan die bepalings van hierdie Ooreenkoms onderworpe.

25. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms, in albei die amptelike tale en in die vorm wat by regulasie kragtens die Wet voorgeskryf word, in sy inrigting aanplak en aangeplak hou op 'n opvallende plek wat maklik toeganklik vir sy werknemers is.

26. INDIENSNEMING VAN KINDERS.

Niemand wat onder die 15 jaar oud is, mag in die nywerheid in diens wees nie.

Namens die partye op hede die 24ste dag van Desember 1954 in Kaapstad onderteken.

J. M. WEINREICH,
Voorsitter van die Raad.
W. H. ROSS,
Ondervoorsitter van die Raad.
F. K. LIGHTON,
Assistent-sekretaris van die Raad.

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE WAS-, SKOONMAAK- EN KLEURNYWERHEID (KAAP).

DIE SEKRETARIS,
POSBUS 1536,
KAAPSTAD.

MENEER,
Ingesluit vind u die bedrag van £ : : ter verantwoording van die bydraes ingevolge artikel 19 van die Was-, Skoonmaak- en Kleurnywerheids-ooreenkoms vir die tydperk geëindig _____, volgens onderstaande besonderhede:—

OPGAWE VAN WERKNEMERS.

Getal.	Datum.
_____	vir week geëindig _____
_____	vir week geëindig _____
_____	vir week geëindig _____
_____	vir week geëindig _____
_____	vir week geëindig _____
_____	vir week geëindig _____
_____	vir week geëindig _____
Altesame _____	bydraes van 3d. elk (t.o.v. _____ weke)..... £ _____
	Plus werkgewer se bydrae van 3d. per week per werknemer..... £ _____
	£ _____

Moet op of voor die 15de van elke maand met u tjek aan die kantoor van die Raad gestuur word.

ANNEXURE B.

THE LAUNDRY, CLEANING AND DYEING INDUSTRY
(CAPE) SICK BENEFIT FUND.

CONTRIBUTOR'S IDENTIFICATION CARD.

Contributor's:—

- (1) Fund Number _____
 (2) Full Names _____
 (3) Residential Address _____

Attach Photograph
in this space.

I/We, _____
 (Name of Employer)

(Address of Employer)

hereby certify that the above photograph is that of _____

(Full Name of Contributor)

(Signed)

(Name of Employer.)

Date _____

* No. 967.] [6 May 1955.
 FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941.

LAUNDRY, CLEANING AND DYEING INDUSTRY
(CAPE).

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Laundry, Cleaning and Dyeing Industry, published under Government Notice No. 966 of the 6th May, 1955, to be not less favourable than the relative provisions of the said Act.

J. DE KLERK,
 Minister of Labour.

AANHANGSEL B.

THE LAUNDRY, CLEANING AND DYEING INDUSTRY
(CAPE): SICK BENEFIT FUND.

BYDRAER SE IDENTITEITSKAART.

Bydraer se:—

- (1) Fondsnummer _____
 (2) Volle naam _____
 (3) Woonadres _____

Foto moet in
hierdie ruimte
vasgeheg word.

Ek/Ons, _____
 (Werkgewer se naam)

van _____
 (Werkgewer se adres)

getuig hierby dat bostaande foto 'n foto is van _____

(Bydraer se volle naam)

Geteken _____

(Werkgewer se naamtekening.)

Datum _____

* No. 967.] [6 Mei 1955.
 WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941.

WAS-, SKOONMAAK- EN KLEURNYWERHEID
(KAAP).

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Was-, Skoonmaak- en Kleurnywerheid (Kaap), gepubliseer by Goewerments-kennisgewing No. 966 van 6 Mei 1955, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
 Minister van Arbeid.

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