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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1131.]

[29 Julie 1960.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

WAS-, SKOONMAAK- EN KLEURNYWERHEID (KAAP).

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Was-, Skoonmaak- en Kleurnywerheid betrekking het, vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat op 10 November 1961 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 21 en 24 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat op 10 November 1961 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Nywerheid in die landdrostdistrikte Die Kaap, Wynberg, Bellville, Simonstad, Paarl, Somerset-Wes, Stellenbosch en Wellington; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 5 (6) (i), 6 tot en met 20 en 24 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat op 10 November 1961 eindig, in die landdrostdistrikte Die Kaap, Wynberg, Bellville, Simonstad, Paarl, Somerset-Wes, Stellenbosch en Wellington, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1131.]

[29 July 1960.

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE).

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Cleaning and Dyeing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 10th November, 1961, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 21 (inclusive) and 24 of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending on the 10th November, 1961, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Bellville, Simonstown, Paarl, Somerset West, Stellenbosch and Wellington; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Bellville, Simonstown, Paarl, Somerset West, Stellenbosch and Wellington and from the second Monday after the date of publication of this notice and for the period ending on the 10th November, 1961, the provisions contained in clauses 3 to 5 (6) (i) (inclusive), 6 to 20 (inclusive) and 24 of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

BYLAE.

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

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, 1956, 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,

wat die partye is by die Nywerheidsraad vir die Was-, Skoonmaak- en Kleurnywerheid (Kaap).

1. GEBIED EN BESTEK VAN TOEPASSING.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte die Kaap, Wynberg, Bellville, Simonstad, Paarl, Somerset-Wes, Stellenbosch en Wellington deur alle werkgewers in die Was-, Skoonmaak- en Kleurnywerheid en wat lede van die werkgewersorganisasie is, en deur alle werknemers in diens in die Was-, Skoonmaak- en Kleurnywerheid, wat lede van die vakvereniging is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR.

Die Ooreenkoms tree in werking op 'n datum wat deur die Minister ingevolge subartikel (1) van artikel *agt-en-veertig* van die Wet bepaal word en bly van krag tot 10 November 1961 of vir 'n tydperk wat hy vasstel.

3. WOORDOMSKRYWINGS.

Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in die Ooreenkoms gebesig word wat in die Wet op Nywerheidsversoenig, 1956, omskryf word, dieselfde betekenis as in die Wet, en tensy dit nie met die verband saamhang nie, beteken—

„ketelbediener”, 'n werknemer wat 'n stoomketel stook en toesien dat die waterstand en stoomdruk op peil bly;

„massasorteerder”, 'n werknemer wat behandelde en/of klaar artikels sorteer volgens die kodemerk van die ontvangdepot, agent of werwer, maar nie volgens die volledige identiteitsmerk van die klante nie; met dien verstande dat 'n massasorteerder volgens depotlyne kan ophang en sorteer;

„kalandermasjiën- of mangelbediener”, 'n werknemer wat artikels in of uit 'n kalandermasjiën of mangel voer of afhaal en wat die masjiën kan aan- of afskakel, en omvat 'n skudder, bereider, ontvanger en vouer;

„werwer”, 'n werknemer wat bestellings vir die was, stryk, droogskoonmaak of kleur van goedere soek, aanvaar of werf en die bevoegdheid het om goedere wat gewas, gestryk, skoongemaak of gekleur moet word, in te samel, die prys te vermeld en fakture uit te reik, om goedere aan klante af te lewer en daarvoor betaling te ontvang en kwitansties te gee;

„werwer graad A”, 'n werwer wat met gebruikmaking van 'n motorvoertuig van minstens 1,000 lb. leë gewig sy werk doen;

„werwer graad B”, 'n werwer wat met gebruikmaking van 'n motorvoertuig van onder 1,000 lb. leë gewig sy werk doen;

„werwer graad C”, 'n werwer wat met gebruikmaking van enige ander wyse van vervoer sy werk doen;

„los werknemer”, 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever werk;

„onderbaas”, 'n werknemer wat onder toesig van 'n voorman, voorvrou, skoonmaker of kleurder verantwoordelik is vir 'n groep of afdeling werknemers;

„nasiener”, 'n werknemer wat stukke voor of na die reinigingsproses vergelyk met die klant se lys of die fabriek se faktuur en wat—

(a) fakture onder toesig van 'n faktuurklerk kan invul en pryse opteken;

(b) afskrifte van die klant se lys of die fabriek se faktuur kan maak;

(c) versendlyste kan opstel;

(d) gewig en hoeveelheid van skoongemaakte goedere kan vasstel en opteken;

„nasiener, gekwalifiseer”, 'n nasiener met minstens twaalf maande ondervinding;

„nasiener, ongekwalifiseer”, 'n nasiener met minder as twaalf maande ondervinding;

„nasienershulp”, 'n werknemer wat pakkies of bondels ingekome goedere oopmaak en die stukke vir die nasiener uittel of afroep;

„skoonmaker”, 'n werknemer wat in die droogskoonmaakafdeling van 'n inrigting—

(i) beheer of toesig het oor die werk van die werknemers wat goedere in die droogskoonmaak- of natskoonmaakproses skoonmaak;

SCHEDULE.

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

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, 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,

being parties to the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Cape).

1. AREA OF SCOPE OF APPLICATION OF AGREEMENT.

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

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section *forty-eight* of the Act, and shall remain in force until the 10th November, 1961, or for such period as may be determined by him.

3. DEFINITIONS.

Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act and unless inconsistent with the context—

“boiler attendant” means an employee engaged in firing a boiler and ensuring that the water level and steam pressure is maintained;

“bulk sorter” means an employee engaged in sorting processed and/or finished articles according to the code mark of the receiving depot, agent or canvasser, but not according to the customer's complete identification marks: Provided that a bulk sorter may hang up and sort on to depot lines;

“calender machine or mangle operator” means an employee who is engaged in feeding or taking off articles into or from a calender machine or mangle and who may start or stop the machine, and includes a shaker, preparer, receiver and folder;

“canvasser” means an employee who is engaged in inviting, soliciting or canvassing orders for goods to be laundered, ironed, dry cleaned or dyed and who may collect goods for laundering, ironing, dry cleaning or dyeing, may quote prices and issue invoices, and may deliver goods to customers and accept payment therefor and issue receipts;

“canvasser, grade A,” means a canvasser who operates from a motor vehicle of not less than 1,000 lb. unladen weight;

“canvasser, grade B,” means a canvasser who operates from a motor vehicle of less than 1,000 lb. unladen weight;

“canvasser, grade C,” means a canvasser who operates from any other kind of transport;

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

“chargehand” means an employee who, under the supervision of a foreman, forewoman, cleaner or dyer, is in charge of a group or section of employees;

“checker” means an employee engaged in verifying articles before or after the cleaning process with the customer's list or firm's invoice and who may—

(a) under the supervision of an invoice clerk, complete invoices and enter prices;

(b) make copies of the customer's list or the firm's invoice;

(c) compile despatch sheets;

(d) determine and record the weight and quantity of processed articles;

“checker, qualified,” means a checker who has had not less than 12 months' experience;

“checker, unqualified,” means a checker who has had less than 12 months' experience;

“checker's assistant” means an employee engaged in opening up parcels or bundles of articles received and counting out or calling over the pieces for the checker, and who may classify articles but not according to the customer's complete identification marks;

“cleaner” means an employee who, in the dry cleaning section of an establishment—

(i) controls or supervises the work of employees engaged in cleaning articles by the dry cleaning and wet cleaning processes;

- (ii) verantwoordelikheid dra vir die behandeling wat toegepas word om kolle en vlekke te verwyder;
- (iii) standaardoplossings kan aanmaak of vlekuitalers uitreik;
- (iv) self werksaam kan wees in die werk waarvoor hy toesig en beheer het;
- „skoonmaker, gekwalifiseer,” ’n skoonmaker met minstens drie jaar ondervinding;
- „skoonmaker, ongekwalifiseer,” ’n skoonmaker met minder as drie jaar ondervinding;
- „klerk,” ’n werknemer wat skryf-, tik-, liasseer- of enige ander klerklike werk doen en omvat ’n kassier, ’n stoorman en ’n telefonis maar nie ’n ander klas werknemer wat elders in hierdie klousule omskryf word nie, ongeag die feit dat klerklike werk deel van so ’n werknemer se pligte kan uitmaak;
- „klerk, man, gekwalifiseer,” ’n manlike klerk met minstens vyf jaar ondervinding;
- „klerk, man, ongekwalifiseer,” ’n manlike klerk met minder as vyf jaar ondervinding;
- „klerk, vrou, gekwalifiseer,” ’n vroulike klerk met minstens vier jaar ondervinding;
- „klerk, vrou, ongekwalifiseer,” ’n vroulike klerk met minder as vier jaar ondervinding;
- „kleurder,” ’n werknemer wat werksaam is by, of toesig hou oor kleur- en bleikwerk en wat besluit oor die aard, soort, meng en aanwending van die kleur- of chemiese stowwe wat gebruik moet word;
- „kleurroerder,” ’n werknemer wat ’n kleuroplossing tydens die kleurproses roer;
- „noodwerk,” enige werk wat as gevolg van die onklaarraking van masjinerie of installasie, of die instorting of dreigende instorting van geboue, of ander onvoorsiene gebeurlikhede soos brand, storms, ongelukke, epidemies, gewelddade of diefstal, sonder versuim uitgevoer moet word, en omvat werk wat vir skepe gedoen moet word, en werk in verband met die laai en aflaai van spoorwegtrokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;
- „inrigting,” enige perseel waarop of in verband waarmee een of meer werknemers in die wassery-, droogskoonmaak- of kleurbedryf in diens is;
- „ondersoeker,” ’n werknemer wat artikels wat klaar gewas, gestryk, skoongemaak of gekleur is, ná die voltooiing van al die betrokke prosesse, met die oog op foute en gebreke ondersoek;
- „ondervinding,” die tydperk of gesamentlike tydperke wat ’n werknemer by ’n werkgever of verskillende werkgevers in sy besondere kategorie gewerk het;
- „fabrieksklerk,” ’n werknemer wat een of meer van die volgende pligte uitvoer:—
 - (a) Hoeveelhede weeg of tel en opteken;
 - (b) werktydperke en ander gewens betreffende produksie aanteken;
 - (c) die vordering van werk in die fabriek aanteken;
 - (d) gewens omtrent rekvisities vir of uitreiking van materiaal en uitrusting aanteken;
 - (e) van uitgaande pakkette boekhou en/of vorms vir kosteberekening of ter boekstawing invul;
- „fabrieksklerk, gekwalifiseer,” ’n fabrieksklerk met minstens twaalf maande ondervinding;
- „fabrieksklerk, ongekwalifiseer,” ’n fabrieksklerk met minder as twaalf maande ondervinding;
- „afwerker,” ’n werknemer uitgesonderd ’n kalandermasjienbediener, wat goedere ná die skoonmaakproses na fatsoen stryk, pers of stoom en kleiner verstellings kan maak aan ’n masjien waarmee hy werk;
- „voorman,” ’n werknemer wat oor die ander werknemers (uitgesonderd klerke en ontvangdepotklerke) in ’n inrigting gesag voer en toesig hou en wat sorg dra dat die werk doeltreffend en na behore gedoen word;
- „voervrou,” ’n vroulike werknemer wat oor die ander werknemers (uitgesonderd klerke en ontvangdepotklerke) in ’n inrigting gesag voer en toesig hou en wat sorg dra dat die werk doeltreffend en na behore gedoen word;
- „algemene werksman,” ’n werknemer in diens vir enigeen of meer van ondergenoemde werksaamhede:—
 - (a) Persele, voertuie, masjinerie of implemente skoonmaak of poleer;
 - (b) artikels borsel en sakke omkeer voordat dit skoon-gemaak word;
 - (c) artikels gaan haal en dra en masjinerie of uitrusting verskuif;
 - (d) artikels op- of aflaai, maar nie die pligte van ’n masjienbediener uitvoer nie;
 - (e) tee of dergelike drank maak;
 - (f) as of afval verwyder;
 - (g) steenkool met skopgrawe bewerk en steenkool vervoer;
- „aanspoeringsloonstelsel,” ’n stelsel waaronder ’n werknemer se besoldiging bereken word op grondslag van die hoeveelheid of omvang van die werk deur hom verrig;

- (ii) is responsible for treatment to be employed in removing spots or stains;
- (iii) may compound stock solutions or issue spot removers;
- (iv) may himself be engaged in the work which he controls or supervises;
- „cleaner, qualified,” means a cleaner who has had not less than three years’ experience;
- „cleaner, unqualified,” means a cleaner who has had less than three years’ experience;
- „clerk” means an employee engaged in writing, typing, filing or any other clerical work, and includes a cashier, a storeman and a telephone operator, but does not include any other class of employee defined elsewhere in this clause, regardless of the fact that clerical work may form part of such employee’s duties;
- „clerk, male, qualified,” means a male clerk who has had not less than 5 years’ experience;
- „clerk, male, unqualified,” means a male clerk who has had less than 5 years’ experience;
- „clerk, female, qualified,” means a female clerk who has had not less than 4 years’ experience;
- „clerk, female, unqualified,” means a female clerk who has had less than 4 years’ experience;
- „collector” means an employee who, operating on foot, by pedal cycle or push cart, is required to collect or deliver goods, or who may accompany a canvasser or a driver of a motor vehicle to collect or deliver goods, and who in respect thereof may issue dockets and accept payment, but who may not drive the vehicle or invite, solicit or canvass orders;
- „driver of motor vehicle” means an employee, other than a canvasser, engaged in driving a motor vehicle for one or more of the following purposes:—
 - (a) Acting as chauffeur;
 - (b) transporting goods or personnel;
 - (c) collecting or delivering carpets, furnishings and furniture;
 - (d) collecting from contract customers goods to be laundered, dry cleaned or dyed, or delivering the cleaned goods;
 - (e) delivering of goods and accepting payment therefor.
- For the purposes of this definition “driving a motor vehicle” includes all periods of driving and any time spent by the employee in connection with the vehicle or load, and any other period during which he is required to remain at his post in readiness to drive; and
- „contract customers” includes customers, other than retail customers, who by arrangement provide wholesale orders to be laundered, dry cleaned or dyed;
- „dry brusher” means an employee engaged in checking articles for marks arising from processing and who may erase such marks with a dry brush;
- „dyer” means an employee who is engaged in or who supervises the dyeing and bleaching process and who decides on the nature, type, blending and application of the dyes or other chemicals to be used;
- „dye stirrer” means an employee who is engaged in stirring a dye solution during the process of dyeing;
- „emergency work” means any work which, owing to the breakdown of machinery or plant, or to the breakdown or threatened breakdown of buildings or to other unforeseen circumstances such as fire, storm, accident, epidemic, violence or theft, must be carried out without delay, and includes work to be done for ships and work in connection with the loading and unloading of railway trucks or vehicles of the South African Railways and Harbours;
- „establishment” means any premises in or in connection with which one or more employees are engaged in the Laundry, Dry Cleaning and Dyeing Trade;
- „examiner” means an employee engaged in examining laundered, cleaned or dyed goods for faults or blemishes after the completion of all the processes involved;
- „experience” means the period or total periods of employment which an employee has had with an employer or different employers in the particular category in which he is engaged;
- „factory clerk” means an employee engaged in one or more of the following duties:—
 - (a) Weighing or counting and recording quantities;
 - (b) recording performance times and other particulars relating to production;
 - (c) recording the progress of work in the factory;
 - (d) recording particulars in regard to requisitions for and issues of material and equipment;
 - (e) booking out parcels and/or completing forms for costing or record purposes;
- „factory clerk, qualified,” means a factory clerk who has had not less than twelve months’ experience;
- „factory clerk, unqualified,” means a factory clerk who has had less than twelve months’ experience;
- „finishing hand” means an employee, other than a calender machine operator, engaged in ironing, pressing or steaming articles to shape after processing, and who may carry out minor adjustments to the machine which he operates;

„fynstopper”, ’n werknemer wat goedere stop of heelmaak deur metodes aan te wend wat daarop bereken is om die oorspronklike stof- en kleurpatroon te herstel of te behou;

„fynstopper, gekwalifiseer”, ’n fynstopper met minstens twee jaar ondervinding;

„fynstopper, ongekwalifiseer”, ’n fynstopper met minder as twee jaar ondervinding;

„faktuurklerk”, ’n werknemer (uitgesonderd ’n nasiener of ’n ontvangdepotklerk) wat op faktuurvorms goedere inskryf en pryse aanteken;

„faktuurklerk, gekwalifiseer”, ’n faktuurklerk met minstens twaalf maande ondervinding;

„faktuurklerk, ongekwalifiseer”, ’n faktuurklerk met minder as twaalf maande ondervinding;

„Wassery-, Skoonmaak- en Kleurnywerheid” of „nywerheid”, die bedryf waarin werkgewers en werknemers geassosieer is met die doel om alle soorte geweefde, gespinde, gebreide of gehekelde stowwe of artikels van sulke stowwe gemaak, met inbegrip van gestoffeerde of ongestoffeerde artikels te was, skoon te maak of te kleur, en sluit in alle werksaamhede wat daaruit voortvloei of daarby hoort, indien dit uitvoer word deur sulke werkgewers en hul werknemers;

„masjienbediener”, ’n werknemer wat ’n kragmasjien bedien, laat werk, aansit of stopsit en wat die masjien kan voer of daarvan afneem; en die uitdrukking „’n masjien bedien” het ’n ooreenstemmende betekenis. Met dien verstande dat van ’n masjienbediener vereis kan word om kleiner verstelkies uit te voer;

„onderhoudsman”, ’n werknemer, uitgesonderd ’n werktuigkundige, wat belas is met kleiner verstellings en herstelwerk aan masjinerie, installasie, geboue en uitrusting;

„bestuurder”, ’n werknemer spesifiek deur sy werkgewer belas met die algehele toesig oor, verantwoordelikheid vir en bestuur van die bedryfswaardigheid wat in of in verband met ’n bedryfsinrigting uitgeoefend word, maar omvat nie ’n werknemer wat gedurende die tydelike afwesigheid van ’n bestuurder as sy plaasvervanger optree nie;

„merker”, ’n werknemer wat ’n klant se identiteitsmerk aanbring of op die materiaal self of op bandjies of lussies vir aanhegting aan die artikel, en wat op die inrigting se faktuur of die klant se lys die toestand van die artikel kan aanteken; en waar artikels reeds gemerk is dié merke met die firma se faktuur of die klant se lys vergelyk;

„werktuigkundige”, ’n werknemer wat werk verrig wat gewoonlik deur ’n geskoolde vakman gedoen word, en vir die toepassing van hierdie woordomskriving beteken uitdrukking „geskoolde vakman” ’n persoon wat sy vakleerlingskap in ’n bedryf gedien het wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van ’n sertifikaat van bekwaamheid deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel twee (7) of artikel sewe (3) van genoemde Wet;

„werktuigkundige se handlanger”, ’n werknemer wat ’n werktuigkundige of ’n onderhoudsman by die werk help en wat masjinerie kan smeer en olie;

„militêre opleiding”, ononderbroke opleiding wat ’n werknemer verplig word om te ondergaan kragtens die bepalings van artikel een-en-twintig (1) gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, maar omvat nie opleiding wat hy verkies om te ondergaan kragtens artikel drie-en-twintig van genoemde Wet of enige ander opleiding of diens waarvoor hy hom vrywillig aanmeld of wat hy verkies om te ondergaan nie;

„heelmaker”, ’n werknemer, uitgesonderd ’n fynstopper, wat geweefde of gebreide artikels verander, verstel of heelmaak;

„bode”, ’n werknemer wat briewe en boodskappe aflewer, state van en in koeverte steek, koeverte verseël, rubberstempel gebruik, briewe en pakkette gaan pos en poststukke afhaal;

„motorvoertuig”, ’n meganiese voertuig wat ingerig of bedoel is om vir die vervoer van wag of passasiers gebruik te word en dit omvat ’n „meganiese perd” en ’n trekker;

„verpakker”, ’n werknemer in die afdeling droogskoonlymaakery wat artikels vir versending bymekaarmaak, toedraai en pakkette daarvan maak;

„verpakker, gekwalifiseer”, ’n verpakker met minstens ses maande ondervinding;

„verpakker, ongekwalifiseer”, ’n verpakker met minder as ses maande ondervinding;

„gewone naaister”, ’n werknemer, uitgesonderd ’n heelmaker, wat een of meer van die volgende doen:—

- (i) Broekomslae vaswerk;
- (ii) Hoedbande en -voerings, gordels, gespes, knope of ander vasmakers aanwerk;

„ontvangsdepot”, ’n perseel wat deur die werkgewer aangehou word om artikels wat gewas, gestryk, skoongemaak of gekleur moet word, te ontvang en sulke artikels ná behandeling aan klante terug te besorg;

„ontvangdepotklerk”, ’n werknemer wat artikels wat gewas, gestryk, skoongemaak of gekleur moet word, in ontvangs neem en ná behandeling terugbesorg, die geld daarvoor kan aanneem en bank en die boeke van die depot byhou;

„foreman” means an employee who supervises and is in charge of the employees (other than clerks and receiving depot attendants) in an establishment and who ensures that the work is properly and efficiently performed;

„forewoman” means a female employee who supervises and is in charge of the employees (other than clerks and receiving depot attendants) in an establishment and who ensures that the work is properly and efficiently performed;

„general worker” means an employee engaged in one or more of the following duties:—

- (a) Cleaning or polishing premises, vehicles, machinery or implements;
- (b) brushing articles and turning out pockets prior to the cleaning process;
- (c) fetching and carrying articles and moving machinery or equipment;
- (d) loading and unloading articles, excluding the duties of a machine operator;
- (e) making tea or similar beverages;
- (f) removing ashes or refuse;
- (g) shovelling and carting coal;

„incentive wage system” means a system whereby the remuneration of an employee is calculated on the basis of the amount or volume of work performed by him;

„invisible mender” means an employee engaged in darning or mending articles by applying methods designed to restore or retain the original fabric or colour pattern;

„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 (other than a checker or a receiving depot attendant) engaged in entering up and pricing articles on invoices;

„invoice clerk, qualified,” means an invoice clerk who has had not less than twelve months’ experience;

„invoice clerk, unqualified,” means an invoice clerk who has had less than twelve 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” 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 a machine” shall have a corresponding meaning: Provided that a machine operator may be required to carry out minor adjustments;

„maintenance man” means an employee, other than a mechanic, responsible for minor adjustments and repairs to machinery, plant, buildings and equipment;

„manager” means an employee specifically charged by his employer with the overall supervision of, responsibility for and management of the activities in or in connection with the establishment, but does not include an employee who acts as deputy in the temporary absence of the manager;

„marker” means an employee engaged in marking articles with customer’s identification marks either on the material itself or on tapes or tabs for attachment to the articles, and who may record the condition of the article on the establishment’s invoice or the customer’s list; and, where articles have already been marked, verify such markings with the firm’s invoice or the customer’s list;

„mechanic” means an employee engaged in work normally performed by a skilled artisan and, for the purposes of this definition, the term “skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act;

„military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

„mechanic’s labourer” means an employee who assists a mechanic or a maintenance man with his work and who may grease and oil machinery;

„mender” means an employee, other than an invisible mender, engaged in altering, repairing or mending woven or knitted articles;

„messenger” means an employee who is engaged in delivering letters and messages, folding statements and inserting them in envelopes, sealing envelopes, rubber stamping, mailing correspondence and parcels, and collecting mail;

„ontvangdepotklerk, gekwalifiseer,” ’n ontvangdepotklerk met minstens twaalf maande ondervinding;
 „ontvangdepotklerk, ongekwalifiseer,” ’n ontvangdepotklerk met minder as twaalf maande ondervinding;
 „kort-tyd,” ’n tydelike vermindering van werkure veroorsaak deur brand, ’n algemene onklaarraking van masjinerie of installasie, of deur instorting of dreigende instorting van geboue ten gevolge van ongelukke of ’n onvoorsiene noodtoestand, of deur werkskaarse te wyte aan bedryfskom-melinge, of deur ’n tekort aan materiaal;
 „kollekteerder,” ’n werknemer wat opdragte uitvoer om goedere te voet, per fiets of stootkar te gaan haal of af te lewer, of wat ’n werwer of ’n bestuurder van ’n motorvoertuig kan vergesel om goed te gaan haal of af te lewer, en wat, ten opsigte daarvan ontvangsbewyse kan uitreik en dié geld ont-vang, maar nie die voertuig mag bestuur of bestellings soek, aanvaar of werf nie;
 „motorvoertuigbestuurder,” ’n ander werknemer as ’n werwer, wat die bestuur van ’n motorvoertuig behartig vir een of meer van die volgende doeleindes:—

- As chauffeur optree;
- goedere of personeel vervoer;
- tapyte, toebehore of meubelstukke gaan haal of aflewer;
- goedere wat gewas, skoongemaak of gekleur moet word, by kontrakkante gaan haal of skoongemaakte goedere aan hulle aflewer;
- goedere aflewer en die geld daarvoor ontvang.

Vir die toepassing van hierdie omskrywing omvat „die bestuur van ’n motorvoertuig behartig” alle tyd bestee aan bestuur en enige tyd wat die werknemer wy aan werk in verband met die voertuig of die vraag sowel as enige ander tyd wat hy moet regstaan om te bestuur; en
 „kontrakkante,” klante, uitgesonderd kleinhandelklante, wat volgens ooreenkoms groothandelbestellings verskaf om gewas, droogskoongemaak of gekleur te word;
 „sorteerder,” ’n werknemer wat artikels volgens fakture of identifikasie-merke sorteer of bymekaarmaak en wat sulke fakture of merke kan nagaan;
 „droogborselaar,” ’n werknemer wat artikels nagaan vir merke wat tydens die behandeling daarvan kan ontstaan en wat sulke merke met ’n droë borsel kan verwyder;
 „onbelaste gewig,” die gewig van ’n motorvoertuig soos aange-teken op die lisensie of sertifikaat uitgereik deur ’n bestuur-der by wet gemagtig om lisensies vir motorvoertuie uit te reik, met dien verstande dat, in die geval van twee- of driewiel-voertuie ten opsigte waarvan genoemde owerheid nie die gewig op die lisensie of sertifikaat aanteken nie, dit beskou moet word dat die gewig sonder vraag van so ’n voertuig minder as 1,000 lb. is;
 „loon,” die besoldiging wat in geld aan ’n werknemer betaal-baar is ten opsigte van sy gewone werkure voorgeskryf in klousule 6 en vasgestel in klousule 4, of sodanige hoër bedrag as wat ’n werkgewer ’n werknemer gereeld ten opsigte van sy gewone werkure betaal;
 „vlekuithaler,” ’n werknemer, uitgesonderd ’n natskoonmaker, wat kolle en vlekke uithaal;
 „vlekuithaler, gekwalifiseer,” ’n vlekuithaler met minstens ses maande ondervinding;
 „vlekuithaler, ongekwalifiseer,” ’n vlekuithaler met minder as ses maande ondervinding;
 „stoorman,” ’n werknemer wat die beheer het oor en boek-hou van die verbruikbare voorrade wat bestel, ontvang, op-geberg of uitgereik word;
 „wag,” ’n werknemer wat die perseel bedags of snags bewaak;
 „natskoonmaker,” ’n werknemer wat goedere met water, seep, ’n seepoecier of -oplossing of ander skoonmaakmiddel skoon-maak, en daarby ’n borsel, spuit, lap, spons of stoomblaser gebruik.

(2) Vir die toepassing van hierdie Ooreenkoms word dit geag dat ’n werknemer behoort tot die klas werk en afdeling van die Wassery-, Skoonmaak- en Kleurbedryf waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. LONE EN LEWENSKOSTETOELAES.

(1) Die minimum lone en lewenskostetoelae wat aan ’n werk-nemer betaal moet word en wat deur werknemers in die volgende klasse aanvaar moet word, is soos volg:—

A.—ALGEMEEN.

	Basiese loon.			Lewens-koste-toelae.			Totaal.		
	£	s.	d.	£	s.	d.	£	s.	d.
Ketelbediener.....	2	5	0	1	0	9	3	5	9
Bestellingwerwer—									
Graad A.....	4	10	0	2	4	0	6	14	0
Graad B.....	3	0	0	1	7	6	4	7	6
Graad C.....	2	5	0	1	0	9	3	5	9
Onderbaas.....	Tien shillings (10s.) per week meer as die hoogste loon voor-geskryf in die Ooreenkoms vir ’n werknemer onder sy toesig.								
Klerklike werknemer, manlik, ge-kwalifiseer.....	6	6	11	3	1	0	9	7	11

„motor vehicle” means a mechanically propelled vehicle equipped or intended for the transport of loads or passengers and includes a “mechanical horse” and a tractor;

„packer” means an employee in the dry cleaning section engaged in assembling, wrapping and parcelling articles for despatch;

„packer, qualified,” means a packer who has had not less than six months’ experience;

„packer, unqualified,” means a packer who has had less than six months’ experience;

„plain sewer” means an employee, other than a mender, engaged in one or more of the following:—

- Tacking trouser turn-ups;
- attaching hat bands and linings, belts, buckles, buttons or other fasteners;

„receiving depot” means premises used by the employer for the purpose of receiving articles to be laundered, ironed, dry cleaned or dyed and, after processing, to re-issue such articles to customers;

„receiving depot attendant” means an employee who is engaged in receiving articles to be laundered, ironed, dry cleaned or dyed and re-issuing such articles after processing and who may accept and bank moneys received in payment and keep the records of the depot;

„receiving depot attendant, qualified,” means a receiving depot attendant who has had not less than twelve months’ experience;

„receiving depot attendant, unqualified,” means a receiving depot attendant who has had less than twelve months’ experience;

„short-time” means a temporary reduction in the number of hours of work due to fire, a general breakdown of plant or machinery, or a breakdown or threatened breakdown of buildings caused by accident or unforeseen emergency, or to a shortage of work owing to trade fluctuations, or to a shortage of material;

„sorter” means an employee engaged in sorting or assembling articles according to invoices or identification marks and who may check such invoices or marks;

„spotter” means an employee, other than a wet cleaner, engaged in removing spots and stains;

„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;

„storeman” means an employee who is in charge of and keeps a record of the consumable supplies which are ordered, received, stored or issued;

„unladen weight” means the weight of a motor vehicle as recorded on a licence or certificate issued by an authority empowered by law to issue licences for motor vehicles provided that, in the case of a two or three-wheeled vehicle in respect of which the said authority does not record such weight in the licence or certificate, the unladen weight of such vehicle shall be deemed to be less than 1,000 lb.;

„wage” means the remuneration payable to an employee in money in respect of his ordinary hours of work prescribed in clause 6 and determined in clause 4, or such higher amount as an employer regularly pays an employee in respect of his ordinary hours of work;

„watchman” means an employee engaged in guarding the premises by day or by night;

„wet cleaner” means an employee engaged in cleaning articles with water, soap, a soap powder or solution, or other deter-gent, by the use of a brush, spray, cloth, sponge or steam gun.

(2) For the purposes of this Agreement an employee shall be deemed to be in that class of work and section of the Laundry, Dry Cleaning and Dyeing Trade in which he is wholly or mainly engaged.

4. WAGES AND COST OF LIVING ALLOWANCES.

(1) The minimum wages and cost of living allowances that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:—

A.—GENERAL.

	Basic Wage.			Cost of Living Allowance.			Total.		
	£	s.	d.	£	s.	d.	£	s.	d.
Boiler attendant.....	2	5	0	1	0	9	3	5	9
Canvasser—									
Grade A.....	4	10	0	2	4	0	6	14	0
Grade B.....	3	0	0	1	7	6	4	7	6
Grade C.....	2	5	0	1	0	9	3	5	9
Chargehand.....	Ten shillings (10s.) per week more than the highest wage prescribed in this Agreement for an employee under his supervision.								
Clerical employee, male, qualified	6	6	11	3	1	0	9	7	11

	Basiese loon.			Lewens- koste- toelae.			Totaal.		
	£	s.	d.	£	s.	d.	£	s.	d.
Klerklike werknemer, manlik, onge- kwalifiseer—									
Gedurende eerste jaar onder- vinding.....	2	6	2	1	2	3	3	8	5
Gedurende tweede jaar onder- vinding.....	3	2	3	1	10	6	4	12	9
Gedurende derde jaar ondervin- ding.....	3	18	5	2	0	0	5	18	5
Gedurende vierde jaar onder- vinding.....	4	14	7	2	8	0	7	2	7
Gedurende vyfde jaar ondervin- ding.....	5	10	9	2	16	6	8	7	3
Klerklike werknemer, vroulik, ge- kwalifiseer.....	4	3	1	2	4	0	6	7	1
Klerklike werknemer, vroulik onge- kwalifiseer—									
Gedurende eerste jaar ondervin- ding.....	2	1	6	1	0	9	3	2	3
Gedurende tweede jaar onder- vinding.....	2	11	11	1	4	9	3	16	8
Gedurende derde jaar ondervin- ding.....	3	2	3	1	10	6	4	12	9
Gedurende vierde jaar ondervin- ding.....	3	12	8	1	16	9	5	9	6
Bestuurder van motorvoertuig waarvan die onbelaste gewig—									
(a) hoogstens 1,000 lb. is.....	2	15	0	1	4	9	3	19	9
(b) meer as 1,000 lb. maar nie meer as 6,000 lb. is nie.....	4	0	0	2	0	0	6	0	0
(c) meer as 6,000 lb. is.....	5	0	0	2	8	0	7	8	0
Kleurroerder.....	1	19	0	0	18	3	2	17	3
Ondersoeker, gekwalifiseer.....	2	7	0	1	2	3	3	9	3
Ondersoeker, ongekwalifiseer—									
Gedurende eerste drie maande ondervinding.....	1	15	6	0	18	3	2	13	9
Gedurende tweede drie maande ondervinding.....	2	0	0	0	18	3	2	18	3
Voorman.....	7	10	0	3	8	0	10	18	0
Voorvrou.....	5	0	0	2	8	0	7	8	0
Fabrieksklerk, gekwalifiseer.....	3	5	0	1	10	6	4	15	6
Fabrieksklerk, ongekwalifiseer—									
Gedurende eerste ses maande ondervinding.....	2	0	0	0	18	3	2	18	3
Gedurende tweede ses maande ondervinding.....	2	10	0	1	2	3	3	12	3
Faktuurklerk, manlik gekwalifiseer	4	15	0	2	8	0	7	3	0
Faktuurklerk, manlik, ongekwalifi- seer—									
Gedurende eerste ses maande ondervinding.....	2	6	2	1	2	3	3	8	5
Gedurende tweede ses maande ondervinding.....	2	15	0	1	4	9	3	19	9
Gedurende derde ses maande ondervinding.....	3	5	0	1	10	6	4	15	6
Gedurende vierde ses maande ondervinding.....	3	18	6	2	0	0	5	18	6
Faktuurklerk, vroulik, gekwalifiseer	3	5	0	1	10	6	4	15	6
Faktuurklerk, vroulik, ongekwalifi- seer—									
Gedurende eerste ses maande ondervinding.....	2	1	6	1	0	9	3	2	3
Gedurende tweede ses maande ondervinding.....	2	6	6	1	2	3	3	8	9
Gedurende derde ses maande ondervinding.....	2	12	0	1	4	9	3	16	9
Gedurende vierde ses maande ondervinding.....	2	17	0	1	7	6	4	4	6
Fynstopper, gekwalifiseer.....	3	7	6	1	13	3	5	0	9
Fynstopper, ongekwalifiseer—									
Gedurende eerste ses maande ondervinding.....	2	0	0	0	18	3	2	18	3
Gedurende tweede ses maande ondervinding.....	2	5	0	1	0	9	3	5	9
Gedurende derde ses maande ondervinding.....	2	12	6	1	4	9	3	17	3
Gedurende vierde ses maande ondervinding.....	3	0	0	1	7	6	4	7	6
Onderhoudsman.....	5	10	0	2	12	0	8	2	0
Werktuigkundige.....	8	12	6	3	8	0	12	0	6
Werktuigkundige se handlanger...	1	19	0	0	18	3	2	17	3
Bode.....	1	19	0	0	18	3	2	17	3
Ontvangdepotklerk, gekwalifiseer...	3	7	6	1	13	3	5	0	9
Ontvangdepotklerk, ongekwalifi- seer—									
Gedurende eerste ses maande ondervinding.....	2	2	6	1	0	9	3	3	3
Gedurende tweede ses maande ondervinding.....	2	12	6	1	4	9	3	17	3

	Basic Wage.			Cost of Living Allowance.			Total.		
	£	s.	d.	£	s.	d.	£	s.	d.
Clerical employee male, unquali- fied—									
For first year of experience.....	2	6	2	1	2	3	3	8	5
For second year of experience...	3	2	3	1	10	6	4	12	9
For third year of experience.....	3	18	5	2	0	0	5	18	5
For fourth year of experience....	4	14	7	2	8	0	7	2	7
For fifth year of experience.....	5	10	9	2	16	6	8	7	3
Clerical employee female, qualified.	4	3	1	2	4	0	6	7	1
Clerical employee female, unquali- fied—									
For first year of experience.....	2	1	6	1	0	9	3	2	3
For second year of experience...	2	11	11	1	4	9	3	16	8
For third year of experience....	3	2	3	1	10	6	4	12	9
For fourth year of experience..	3	12	8	1	16	9	5	9	5
Driver of motor vehicle of which unladen weight is—									
(a) not more than 1,000 lb....	2	15	0	1	4	9	3	19	9
(b) more than 1,000 lb., but not exceeding 6,000 lb.....	4	0	0	2	0	0	6	0	0
(c) over 6,000 lb.....	5	0	0	2	8	0	7	8	0
Dye stirrer.....	1	19	0	0	18	3	2	17	3
Examiner, qualified.....	2	7	0	1	2	3	3	9	3
Examiner, unqualified—									
For the first three months of ex- perience.....	1	15	6	0	18	3	2	13	9
For the second three months of experience.....	2	0	0	0	18	3	2	18	3
Foreman.....	7	10	0	3	8	0	10	18	0
Forewoman.....	5	0	0	2	8	0	7	8	0
Factory clerk, qualified.....	3	5	0	1	10	6	4	15	6
Factory clerk, unqualified—									
For the first six months of ex- perience.....	2	0	0	0	18	3	2	18	3
For the second six months of experience.....	2	10	0	1	2	3	3	12	3
Invoice clerk, male, qualified.....	4	15	0	2	8	0	7	3	0
Invoice clerk, male, unqualified—									
For the first six months of ex- perience.....	2	6	2	1	2	3	3	8	5
For the second six months of ex- perience.....	2	15	0	1	4	9	3	19	9
For the third six months of ex- perience.....	3	5	0	1	10	6	4	15	6
For the fourth six months of ex- perience.....	3	18	6	2	0	0	5	18	6
Invoice clerk, female, qualified....	3	5	0	1	10	6	4	15	6
Invoice clerk, female, unqualified—									
For the first six months of ex- perience.....	2	1	6	1	0	9	3	2	3
For the second six months of ex- perience.....	2	6	6	1	2	3	3	8	9
For the third six months of ex- perience.....	2	12	0	1	4	9	3	16	9
For the fourth six months of ex- perience.....	2	17	0	1	7	6	4	4	6
Invisible mender, qualified.....	3	7	6	1	13	3	5	0	9
Invisible mender, unqualified—									
For the first six months of ex- perience.....	2	0	0	0	18	3	2	18	3
For the second six months of ex- perience.....	2	5	0	1	0	9	3	5	9
For the third six months of ex- perience.....	2	12	6	1	4	9	3	17	3
For the fourth six months of ex- perience.....	3	0	0	1	7	6	4	7	6
Maintenance man.....	5	10	0	2	12	0	8	2	0
Mechanic.....	8	12	6	3	8	0	12	0	6
Machanic's labourer.....	1	19	0	0	18	3	2	17	3
Messenger.....	1	19	0	0	18	3	2	17	3
Receiving depot attendant, qualified	3	7	6	1	13	3	5	0	9
Receiving depot attendant, unquali- fied—									
For the first six months of ex- perience.....	2	2	6	1	0	9	3	3	3
For the second six months of experience.....	2	12	6	1	4	9	3	17	3

	Basiese loon.		Lewens-koste-toelae.		Totaal.	
	£	s. d.	£	s. d.	£	s. d.
Kollekteerder.....	2	1 6	1	0 9	3	2 3
Wag.....	2	7 6	1	2 3	3	9 9
Heelmaker, gekwalifiseer.....	2	7 0	1	2 3	3	9 3
Heelmaker, ongekwalifiseer—						
Gedurende eerste drie maande ondervinding.....	1	15 6	0	18 3	2	13 9
Gedurende tweede drie maande ondervinding.....	2	0 0	0	18 3	2	18 3
Gewone naaister, gekwalifiseer....	2	4 6	1	0 9	3	5 3
Gewone naaister, ongekwalifiseer—						
Gedurende eerste drie maande ondervinding.....	1	15 6	0	18 3	2	13 9
Gedurende tweede drie maande ondervinding.....	2	0 0	0	18 3	2	18 3
Algemene werker—						
18 jaar of ouer.....	1	17 6	0	18 3	2	15 9
onder 18 jaar.....	1	8 0	0	13 9	2	1 9
Massasorteerder.....	1	19 0	0	18 3	2	17 3
Nasiener se handlanger.....	1	19 0	0	18 3	2	17 3
Masjienbediener, gekwalifiseer....	2	0 0	0	18 3	2	18 3
Masjienbediener, ongekwalifiseer—						
Gedurende eerste drie maande ondervinding.....	1	15 6	0	18 3	2	13 9
Natskoonmaker.....	1	19 0	0	18 3	2	17 3

B.—AFDELING SKOONMAKERY.

	Basiese loon.		Lewens-koste-toelae.		Totaal.	
	£	s. d.	£	s. d.	£	s. d.
Nasiener, gekwalifiseer.....	2	17 0	1	7 6	4	4 6
Nasiener, ongekwalifiseer—						
Gedurende eerste ses maande ondervinding.....	2	3 0	1	0 9	3	3 9
Gedurende tweede ses maande ondervinding.....	2	9 6	1	2 3	3	11 9
Skoonmaker, gekwalifiseer.....	8	0 0	3	8 0	11	8 0
Skoonmaker, ongekwalifiseer—						
Gedurende eerste jaar ondervinding.....	3	15 0	1	16 9	5	11 9
Gedurende tweede jaar ondervinding.....	4	10 0	2	4 0	6	14 0
Gedurende derde jaar ondervinding.....	6	0 0	2	16 6	8	16 6
Droogborselaar, gekwalifiseer.....	2	0 0	0	18 3	2	18 3
Droogborselaar, ongekwalifiseer—						
Gedurende eerste drie maande ondervinding.....	1	15 6	0	18 3	2	13 9
Kleurder.....	8	0 0	3	8 0	11	8 0
Afwerker, skoonmaakafdeling, gekwalifiseer.....	2	5 0	1	0 9	3	5 9
Afwerker, skoonmaakafdeling, ongekwalifiseer—						
Gedurende eerste drie maande ondervinding.....	1	15 6	0	18 3	2	13 9
Gedurende tweede drie maande ondervinding.....	2	0 0	0	18 3	2	18 3
Afwerker, kleurafdeling, gekwalifiseer.....	2	5 0	1	0 9	3	5 9
Afwerker, kleurafdeling, ongekwalifiseer—						
Gedurende eerste drie maande ondervinding.....	1	15 6	0	18 3	2	13 9
Gedurende tweede drie maande ondervinding.....	2	0 0	0	18 3	2	18 3
Merker, sorteerder, verpakker, vlek-uithaler, gekwalifiseer.....	2	10 0	1	2 3	3	12 3
Merker, sorteerder, verpakker, vlek-uithaler, ongekwalifiseer—						
Gedurende eerste drie maande ondervinding.....	2	0 0	0	18 3	2	18 3
Gedurende tweede drie maande ondervinding.....	2	2 6	1	0 9	3	3 3

C.—AFDELING WASSERY.

	Basiese loon.		Lewens-koste-toelae.		Totaal.	
	£	s. d.	£	s. d.	£	s. d.
Kalandermasjien- of mangelbediener.....	1	19 0	0	18 3	2	17 3
Nasiener, gekwalifiseer.....	3	1 6	1	10 6	4	12 0

	Basic Wage.		Cost of Living Allowance.		Total.	
	£	s. d.	£	s. d.	£	s. d.
Collector.....	2	1 6	1	0 9	3	2 3
Watchman.....	2	7 6	1	2 3	3	9 9
Mender, qualified.....	2	7 0	1	2 3	3	9 3
Mender unqualified—						
For the first three months of experience.....	1	15 6	0	18 3	2	13 9
For the second three months of experience.....	2	0 0	0	18 3	2	18 3
Plain sewer, qualified.....	2	4 6	1	0 9	3	5 3
Plain sewer, unqualified—						
For the first three months of experience.....	1	15 6	0	18 3	2	13 9
For the second three months of experience.....	2	0 0	0	18 3	2	18 3
General worker—						
18 years of age or more.....	1	17 6	0	18 3	2	15 9
under 18 years of age.....	1	8 0	0	13 9	2	1 9
Bulk sorter.....	1	19 0	0	18 3	2	17 3
Checker's assistant.....	1	19 0	0	18 3	2	17 3
Machine operator, qualified.....	2	0 0	0	18 3	2	18 3
Machine operator, unqualified—						
For the first three months of experience.....	1	15 6	0	18 3	2	13 9
Wet cleaner.....	1	19 0	0	18 3	2	17 3

B.—DRY CLEANING SECTION.

	Basic Wage.		Cost of Living Allowance.		Total.	
	£	s. d.	£	s. d.	£	s. d.
Checker, qualified.....	2	17 0	1	7 6	4	4 6
Checker, unqualified—						
For the first six months of experience.....	2	3 0	1	0 9	3	3 9
For the second six months of experience.....	2	9 6	1	2 3	3	11 9
Cleaner, qualified.....	8	0 0	3	8 0	11	8 0
Cleaner, unqualified—						
For the first year of experience..	3	15 0	1	16 9	5	11 9
For the second year of experience..	4	10 0	2	4 0	6	14 0
For the third year of experience..	6	0 0	2	16 6	8	16 6
Dry brusher, qualified.....	2	0 0	0	18 3	2	18 3
Dry brusher, unqualified—						
For the first three months of experience.....	1	15 6	0	18 3	2	13 9
Dyer.....	8	0 0	3	8 0	11	8 0
Finishing hand, cleaning section, qualified.....	2	5 0	1	0 9	3	5 9
Finishing hand, cleaning section, unqualified—						
For the first three months of experience.....	1	15 6	0	18 3	2	13 9
For the second three months of experience.....	2	0 0	0	18 3	2	18 3
Finishing hand, dyeing section, qualified.....	2	5 0	1	0 9	3	5 9
Finishing hand, dyeing section, unqualified—						
For the first three months of experience.....	1	15 6	0	18 3	2	13 9
For the second three months of experience.....	2	0 0	0	18 3	2	18 3
Marker, sorter, packer, spotter, qualified.....	2	10 0	1	2 3	3	12 3
Marker, sorter, packer, spotter, unqualified—						
For the first three months of experience.....	2	0 0	0	18 3	2	18 3
For the second three months of experience.....	2	2 6	1	0 9	3	3 3

C.—LAUNDRY SECTION.

	Basic Wage.		Cost of Living Allowance.		Total.	
	£	s. d.	£	s. d.	£	s. d.
Calendar machine or mangle operator.....	1	19 0	0	18 3	2	17 3
Checker, qualified.....	3	1 6	1	10 6	4	12 0

	Basiese loon.			Lewens-koste-toelae.			Totaal.		
	£	s.	d.	£	s.	d.	£	s.	d.
Nasiener, ongekwalifiseer—									
Gedurende eerste ses maande ondervinding.....	2	5	6	1	2	3	3	7	9
Gedurende tweede ses maande ondervinding.....	2	11	6	1	4	9	3	16	3
Afwerker, gekwalifiseer.....	2	0	0	0	18	3	2	18	3
Afwerker, ongekwalifiseer—									
Gedurende eerste drie maande ondervinding.....	1	15	6	0	18	3	2	13	9
Merker, sorteerder, gekwalifiseer..	2	7	0	1	2	3	3	9	3
Merker, sorteerder, ongekwalifiseer—									
Gedurende eerste drie maande ondervinding.....	1	15	6	0	18	3	2	13	9
Gedurende tweede drie maande ondervinding.....	2	0	0	0	18	3	2	18	3

(2) *Los werknemer*.—'n Los werknemer moet ten opsigte van elke dag of gedeelte van 'n dag minstens een-vyfde van die weekloon ontvang (of in die geval van 'n stygende skaal, een-vyfde van die weekloon vir 'n gekwalifiseerde werknemer), voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde soort werk verrig as wat van die los werknemer vereis word: Met dien verstande dat, wanneer van 'n los werknemer nie vereis word om vir 'n tydperk van langer as vier opeenvolgende ure op 'n dag te werk nie, sy voorgeskrewe loon met vyftig persent verminder kan word.

(3) *Lewenskostetoelae*.—Bogenoemde toelae is betaalbaar aan alle werknemers ten opsigte van die minimum lone voorgeskryf, met dien verstande dat waar 'n werkgewer gereeld aan 'n werknemer as lewenskostetoelae 'n bedrag betaal wat hoër is as die voorgeskryf by Oorlogsmaatregel No. 43 van 1942, soos gewysig, dié hoër bedrag daardie werknemer se lewenskostetoelae geag moet word, en voorts met dien verstande dat 'n werknemer onder geen omstandighede minder betaal mag word as die lewenskostetoelae wat by Oorlogsmaatregel No. 43 van 1942, soos gewysig, voorgeskryf is nie.

(4) *Kontrakbasis*.—By toepassing van hierdie klousule is die basis van die kontrak van 'n werknemer, uitgesonderd 'n los werknemer, weekliks en, behoudens soos bepaal in klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word voorgeskryf by subklousule (1) gelees met subklousule (5), vir 'n werknemer van sy klas, hetsy hy in daardie week die maksimum aantal gewone ure in klousule 6 vir hom voorgeskryf, of minder gewerk het.

(5) *Differensiële lone*.—'n Werkgewer wat van 'n lid van 'n bepaalde klas werknemers vereis of hom toelaat om langer as altesaam een-uur op 'n dag, hetsy benewens of in plaas van sy eie werk van 'n ander klas te verrig waarvoor of—

- 'n hoër loon as dié van sy klas, of
- 'n stygende loonskaal wat eindig op 'n hoër loon as dié vir sy eie klas;

in subklousule (1) voorgeskryf word moet sodanige werknemer vir dié dag die volgende betaal:—

- In die geval in paragraaf (a) genoem, minstens die dagloon bereken volgens die hoër weeklikse skaal; en
- in die geval in paragraaf (b) genoem, minstens die dagloon bereken op die basis van die volgende kerf in die stygende weeklikse loonskaal net hoër as die werknemer se gewone loon;

Met dien verstande dat, as die verskil tussen klasse ingevolge subklousule (1) berus op ondervinding, geslag of ouderdom, die bepaling van hierdie subklousule nie van toepassing is nie, en voorts met dien verstande dat, tensy spesifiek anders in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer bepaal word, niks in hierdie Vasstelling so vertolk moet word nie dat dit verhoed dat 'n werkgewer van 'n werknemer kan vereis om werk van 'n ander klas te doen waarvoor dieselfde of 'n laer loon voorgeskryf is as die loon wat vir sodanige werknemer voorgeskryf is.

(6) *Fietstoelae*.—Benewens enige besoldiging wat verskuldig is aan 'n werknemer van wie sy werkgewer vereis dat hy sy eie fiets gebruik by die uitvoering van sy pligte, moet sy werkgewer hom die volgende betaal:—

- In die geval van 'n werknemer, uitgesonderd 'n los werknemer, minstens drie shillings en ses pennies per week;
- in die geval van 'n los werknemer, minstens nege pennies per dag.

(7) *Berekening van lone*.—*Maandelikse werknemers*.—(a) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon. (b) Die weekloon van 'n werknemer wat maandeliks betaal word, is sy maandloon gedeel deur vier en 'n derde.

(8) *Voorbehoude*.—Geen bepaling van hierdie Ooreenkoms kan die loon van 'n werknemer verminder wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon ontvang as wat in hierdie klousule vir hom voorgeskryf word nie, en sodanige werknemers is geregtig op 'n loon, wat steeds aan hulle betaal moet word, ten bedrae van minstens daardie hoër loon, asof daardie hoër loon die minimum loon is wat in hierdie klousule vir hulle voorgeskryf word; met dien verstande dat hierdie voorbehoudbepaling nie van toepassing is nie ingeval die werknemer later werk by 'n ander werkgewer kry.

	Basic Wage.			Cost of Living Allowance.			Total.		
	£	s.	d.	£	s.	d.	£	s.	d.
Checker, unqualified—									
For the first six months of experience.....	2	5	6	1	2	3	3	7	9
For the second six months of experience.....	2	11	6	1	4	9	3	16	3
Finishing hand, qualified.....	2	0	0	0	18	3	2	18	3
Finishing hand, unqualified—									
For the first three months of experience.....	1	15	6	0	18	3	2	13	9
Marker, sorter, qualified.....	2	7	0	1	2	3	3	9	3
Marker, sorter, unqualified—									
For the first three months of experience.....	1	15	6	0	18	3	2	13	9
For the second three months of experience.....	2	0	0	0	18	3	2	18	3

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

(3) *Cost of Living Allowance*.—The above allowances are payable to all employees in respect of the minimum wages prescribed, provided that where an employer regularly pays to an employee as cost of living allowance, an amount higher than that prescribed in War Measure No. 43 of 1942, as amended, such higher amount shall be deemed to be that employee's cost of living allowance, and provided further that an employee shall in no circumstances be paid less than the cost of living allowances prescribed under War Measure No. 43 of 1942, as amended.

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

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

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

is prescribed in sub-clause (1), shall pay such employee the following wage in respect of the day:—

- In the case referred to in paragraph (a), not less than the daily wage calculated on the higher weekly rate; and
- in the case referred to in paragraph (b), not less than the daily wage calculated on the basis of the next notch in the rising weekly scale of wages immediately above the employee's ordinary wage:

Provided that if the difference between classes is in terms of sub-clause (1) based on experience, sex or age, the provisions of this sub-clause shall not apply, and provided further that, unless otherwise specifically provided in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which the same or a lower wage is prescribed than that prescribed for such employee.

(6) *Bicycle Allowance*.—An employee who is required by his employer to use his own bicycle in the performance of his duties shall be paid by his employer, in addition to any remuneration which may be due to him—

- in the case of an employee, other than a casual employee, not less than three shillings and sixpence per week;
- in the case of a casual employee, not less than ninepence per day.

(7) *Calculation of Wages—Monthly Employees*.—(a) The monthly wage of an employee shall be four and a third times his weekly wage.

(b) The weekly wage of an employee, who is paid monthly, shall be his monthly wage divided by four and a third.

(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 clause 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 clause. Provided that this proviso shall not apply in the event of the employee subsequently obtaining employment with another employer.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens soos bepaal in klousule 7 (3), moet enige bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks in kontant, of as die werkgewer en sy werknemer aldus ooreengekom het, maandeliks in kontant of per tjek betaal word gedurende werkure of binne 10 minute na staking van die werk op die gewone betaal-dag van die bedryfsinrigting vir so 'n werknemer, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en dit moet in 'n koefert wees waarop aangegee word, of wat vergesel gaan van 'n staat wat aantoon: Die werkgewer se naam, die werknemer se naam of betaalstaatsnommer en sy soort werk, die aantal gewone en oortydure gewerk, gegewens omtrent enige aftrekkings, die verskuldigde besoldiging en die tydperk waarvoor betaling gedoen word; en so 'n koefert of houër of staat wat die betrokke besonderhede aangee, word die eiendom van die werknemer.

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

(3) *Premies.*—Geen betaling vir werkverskaffing aan of opëiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgewer gedoen of deur hom aangeneem word nie.

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

(5) *Losies en inwoning.*—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom of enige persoon of plek wat hy aanwys, losies of inwoning aan te neem nie.

(6) *Aftrekkings.*—'n Werkgewer mag nie sy werknemer boetes ople of aftrekkings van sy werknemer se besoldiging maak nie, uitgesonderd die volgende:—

- Met die skriftelike toestemming van sy werknemer 'n aftrekking vir verlof-, siektetyd-, versekerings-, spaar-, voorsorgs- of pensioenfondse;
- behoudens soos in hierdie vasstelling bepaal, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op las of versoek van sy werkgewer, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid bereken op die basis van die loon wat so 'n werknemer daardie tyd ten opsigte van sy gewone werkure ontvang het;
- 'n aftrekking van enige bedrag wat 'n werkgewer kragtens enige wet of enige bevel van 'n bevoegde hof verplig of toegelaat word om af te trek.

Vir hierdie doel omvat „Wet” ook die gemeenreg;

- wanneer 'n werknemer toestem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig is om losies of inwoning van sy werkgewer aan te neem, 'n aftrekking van hoogstens die ondergenoemde bedrae:—

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

- met die skriftelike toestemming van 'n werknemer, 'n aftrekking van enige bedrag wat 'n werkgewer aan enige munisipale raad of ander plaaslike bestuur betaal het ten opsigte van die huur van enige huis of huisvesting in enige koshuis wat sodanige werknemer bewoon het in enige lokasie of dorp onder die beheer van sodanige raad of ander plaaslike bestuur;
- wanneer die gewone werkure in klousule 6 voorgeskryf, verminder word weens korttyd, 'n aftrekking ten opsigte van elke uur van sodanige vermindering van die werknemer se weekloon, gedeel deur 46: Met dien verstande dat sodanige aftrekking nie meer mag wees as een-derde van die werknemer se weekloon nie, afgesien van die aantal ure waarmee die gewone werkure aldus verminder word; en voorts met dien verstande dat geen aftrekking gedoen mag word nie—
 - in die geval van korttyd wat veroorsaak word deur 'n slapte in die bedryf of 'n tekort aan grondstowwe, tensy die werkgewer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
 - in die geval van korttyd weens enige ander rede, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag in kennis gestel het dat geen werk beskikbaar sal wees nie;
- ondanks die bepaling van subparagraaf (f) (i) mag kennis nie gegee word ten opsigte van enige openbare vakansiedag nie tensy korttyd gewerk word op die werkdag onmiddellik voor sodanige openbare vakansiedag.
- Waar tee (of ander drank) deur die werkgewer, minstens twee keer per dag verskaf word, kan 'n aftrekking van hoogstens 6d. per week gemaak word van die lone van die werknemers wat dié tee (of dergelike drank) ontvang.
- Waar sop een maal per dag deur die werkgewer verskaf word, kan 'n aftrekking van hoogstens 1s. 3d. per week gemaak word van die lone van die werknemers wat dié sop ontvang.
- Met die skriftelike toestemming van sy werknemer kan 'n aftrekking gemaak word vir ledegeld van 'n geregistreerde vakvereniging.

5. PAYMENT OF REMUNERATION.

(1) *Employees Other than Casual Employees.*—Save as provided in clause 7 (3), any amount due to an employee, other than a casual employee, shall be paid in cash weekly, or, if the employer and employee have agreed thereto, in cash or by cheque, monthly, during the hours of work or within ten minutes after cessation of work on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and shall be contained in an envelope or container on which must be reflected or which shall be accompanied by a statement showing the employer's name, the employee's name or pay sheet number and his occupation, the number of ordinary and overtime hours worked, details of any deductions made, the remuneration due and the period in respect of which payment is made; and such envelope or container or statement reflecting the relative particulars shall become the property of the employee.

(2) *Casual Employees.*—An employer shall pay the remuneration due to his casual employee in cash 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 an 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, an employer shall not require an employee to accept board or lodging from him or from any person or at any place nominated by him.

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

- With the written consent of his employee a deduction for leave, sick benefit, insurance, savings, provident or pension funds;
- save as provided in this Agreement, whenever an employee is absent from his work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving at the time thereof in respect of his ordinary hours of work;
- a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make.

For this purpose “law” includes the common law;

- whenever an employee consents or in terms of the Natives (Urban Areas) Consolidation Act, 1945, or in terms of the Native Labour Regulation Act, 1911 (as amended), is required to accept board or lodging from his employer, a deduction not exceeding the following amounts:—

	Weekly.		Monthly.	
	s.	d.	£	s. d.
Board	3	0	0	13 0
Lodging	2	0	0	8 8
Board and lodging	5	0	1	1 8

- with the written consent of an employee, a deduction for any amount paid by an employer to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or township under the control of such council or other local authority;
- whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, in respect of every hour of such reduction a deduction of the employee's weekly wage divided by 46; provided that such deduction shall not exceed one-third of the weekly wage of such employee, irrespective of the number of hours by which the ordinary hours of work are thus reduced; and provided further that no deduction shall be made—
 - in the case of short-time arising out of slackness in the trade or a shortage of raw materials, unless the employer has, not later than the previous work day, given notice of his intention to reduce the ordinary hours of work;
 - in the case of short-time due to any other reason, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;
- notwithstanding the provisions of sub-paragraph (f), (i), notice may not be given in respect of any public holiday unless short-time is worked on the work day immediately preceding such public holiday;
- where tea (or other beverage) is provided by the employer on not less than two occasions per day, a deduction not exceeding 6d. per week may be made from the wages of the employees receiving such tea (or similar beverage);
- where soup is provided by the employer once per day, a deduction not exceeding 1s. 3d. per week may be made from the wages of the employees receiving such soup;
- with the written consent of his employee, a deduction for subscriptions to a registered trade union.

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

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n wag, mag nie vroeër as 6 vm. begin en nie later as 6 nm. ophou nie; verder moet dit hoogstens die volgende wees:—

A. In die geval van 'n werwer, 'n bestuurder of 'n motorvoertuig of 'n kollekteerder—

- (a) agt-en-veertig in enige week vanaf Maandag tot en met Saterdag;
- (b) behoudens subparagraaf (a) hiervan, tien op enige dag;

B. In die geval van ander werknemers, uitgesonderd los werknemers—

- (a) in 'n bedryfsinrigting waar 'n vyfdaagse week gewerk word—
 - (i) ses-en-veertig in enige week vanaf Maandag tot en met Vrydag; en
 - (ii) behoudens subparagraaf (i) hiervan, 9½ uur op enige dag;
- (b) in 'n bedryfsinrigting waar 'n sesdaagse week gewerk word—
 - (i) ses-en-veertig in enige week vanaf Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i) hiervan, agt uur op enige dag, met dien verstande dat, wanneer op een dag per week hoogstens vyf uur gewerk word, die werkure op die ander dae van die week na 8½ uur verleng kan word.

C. In die geval van 'n los werknemer—

- (a) in 'n bedryfsinrigting waar 'n vyfdaagse week gewerk word, 9½ uur op enige dag; en
- (b) in 'n bedryfsinrigting waar 'n sesdaagse week gewerk word 8½ uur op enige dag.

(2) *Etensonderbrekings.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om langer as vyf uur ononderbroke te werk nie sonder 'n etensonderbreking van minstens een uur waarin 'n werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en sodanige onderbreking word nie as deel van die gewone werkure of oortyd geag nie; met dien verstande—

- (i) dat werktydperke wat onderbreek word deur etenstye van korter as 'n uur as aaneenlopend beskou moet word;
- (ii) dat, indien sodanige onderbreking langer as 'n uur duur, enige tydperk langer as 1½ uur beskou moet word as tyd waarin gewerk is;
- (iii) dat daar by die toepassing van hierdie klousule geag moet word dat 'n bestuurder van 'n motorvoertuig of 'n werwer wat gedurende sodanige tydperk geen werk verrig nie, uitgesonderd om verantwoordelik te wees of te bly vir die voertuig en sy vrag, indien daar 'n vrag is, gedurende sodanige onderbreking nie gewerk het nie.

(3) *Ruspouses.*—Ruspouses van minstens tien minute, waarin geen werk verrig mag word nie, moet aan elke werknemer, uitgesonderd 'n werwer, 'n bestuurder van 'n motorvoertuig of 'n kollekteerder, so na as moontlik in die middel van elke oggend- en namiddagtydperk toegestaan word, en sodanige pouses moet as werktyd beskou word.

(4) *Werkure moet aaneenlopend wees.*—Behoudens soos bepaal in subklousule (2) moet alle werkure op enige dag aaneenlopend wees.

(5) *Oortyd.*—Alle tyd wat 'n werknemer bo die aantal ure soos in subklousule (1) voorgeskryf, gewerk het, asook tyd gewerk voor die begin of die ophoutyd genoem in subklousule (1), moet as oortyd beskou word.

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

- (a) 'n werknemer langer oortyd as tien uur in 'n week werk nie;
- (b) 'n manlike werknemer langer oortyd as drie uur op enige dag van Maandag tot Vrydag werk nie;
- (c) 'n manlike werknemer tussen 9 nm. en 6 vm. sonder die voorafgaande toestemming van die Raad werk nie.

(7) *Vroulike werknemers.*—'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om—

- (a) tussen 6 nm. en 6 vm. te werk nie;
- (b) op meer as vyf dae in enige week na 1-uur nm. te werk nie;
- (c) op enige dag meer as twee-uur oortyd te werk nie;
- (d) oortyd op maar as drie agtereenvolgende dae in 'n week te werk nie;
- (e) oortyd op meer as 60 dae in enige jaar, te werk nie;
- (f) op enige dag na voltooiing van haar gewone werkure meer as een uur oortyd te werk nie tensy hy—
 - (i) sodanige werknemer voor twaalf-uur middag op daardie dag daarvan in kennis gestel het;
 - (ii) aan sodanige werknemer 'n voldoende ete verskaf het voordat met sulke oortyd begin moet word; of
 - (iii) aan sodanige werknemer minstens twee sjielings en ses pennies betyds betaal het om 'n ete te kan nuttig voordat die oortyd begin.

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 watchman, shall not commence earlier than 6 a.m. and shall not terminate later than 6 p.m., and further shall not exceed the following:—

A. In the case of a canvasser, a driver of a motor vehicle, or a collector—

- (a) forty-eight in any week from Monday to Saturday inclusive;
- (b) subject to sub-paragraph (a) hereof, ten on any day;

B. In the case of all other employees, other than casual employees—

- (a) in an establishment in which a five-day week is worked—
 - (i) forty-six in any week from Monday to Friday, inclusive;
 - (ii) subject to sub-paragraph (i) hereof, 9½ hours on any day;
- (b) in an establishment in which a six-day week is worked—
 - (i) forty-six in any week from Monday to Saturday, inclusive; and
 - (ii) subject to sub-paragraph (i) hereof, eight hours on any day; provided that whenever not more than five hours are worked on a Saturday in any week, the hours of work on Monday-Friday of such week may be extended to 8½ hours.

C. In the case of a casual employee—

- (a) in an establishment in which a five-day week is worked, 9½ hours on any day; and
- (b) in an establishment in which a six-day week is worked, 8½ hours on any day.

(2) *Meal Intervals.*—An employer shall not require or permit his employee to work for more than five hours continuously without a meal interval of not less than one hour during which an employee shall not be required or permitted to perform any work, and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that—

- (i) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- (ii) if such interval be longer than one hour, any period in excess of 1½ hours shall be deemed to be time worked;
- (iii) for the purpose of this clause, a driver of a motor vehicle or a canvasser, who does not perform any work during such period except to be or to remain responsible for the vehicle and its load, should there be a load, shall be deemed not to have worked during such interval.

(3) *Rest Intervals.*—Rest intervals of not less than ten minutes, during which no work shall be performed, shall be granted to each employee, other than a canvasser, a driver of a motor vehicle, or a collector as nearly as practicable in the middle of each morning and afternoon period and such intervals shall be deemed to be time worked.

(4) *Hours of Work to be Consecutive.*—Save as provided in sub-clause (2) all hours of work on any day shall be consecutive.

(5) *Overtime.*—All time worked by an employee in excess of the hours prescribed in sub-clause (1) and time worked prior to the time of commencement or after the time of termination referred to in sub-clause (1) shall be deemed to be overtime.

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

- (a) an employee to work overtime for more than ten hours in any week;
- (b) a male employee to work overtime for more than three hours on any day, Monday to Friday;
- (c) a male employee to work between 9 p.m. and 6 a.m. without prior approval of the Council.

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

- (a) work between 6 p.m. and 6 a.m.;
- (b) work after 1 p.m. on more than five days in any week;
- (c) work overtime for more than two hours on any day;
- (d) work overtime on more than three consecutive days in any week;
- (e) work overtime on more than 60 days in any year;
- (f) work overtime for more than one hour after the completion of her ordinary working hours unless he has—
 - (i) given notice thereof to such employee before midday on that day;
 - (ii) provided such employee with an adequate meal before such overtime is to commence; or
 - (iii) paid such employee not less than two shillings and sixpence in sufficient time to enable her to partake of a meal before such overtime commences.

(8) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer wat oortyd werk, betaal teen 'n skaal van minstens—

- (a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, een en 'n derde maal sy weekloon gedeel deur ses-en-veertig ten opsigte van elke uur of gedeelte van 'n uur altesaam in enige week gewerk;
- (b) in die geval van 'n los werknemer, een en 'n derde maal sy dagloon gedeel deur agt of nege—dit hang daarvan af of hy in diens is in 'n bedryfsinrigting waarin onderskeidelik 'n sesdaagse of 'n vyfdaagse week geld—ten opsigte van elke uur of gedeelte van 'n uur aldus op enige dag gewerk;

Met dien verstande dat vir die toepassing van hierdie subklousule dit geag word dat die uitdrukking „loon” die lewenskostetoelae omvat aan 'n werknemer ingevolge klousule 4 (1) betaalbaar is.

(9) *Voorbehoudsbepalings.*—(a) Die bepalinge van die klousule is nie op 'n wag van toepassing nie;

(b) die bepalinge van subklousules (2), (4) en (6) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

(10) *Noodwerk as gevolg van onklaarraking van masjinerie of installasie.*—'n Werkgewer moet binne sewe dae van die datum waarop 'n onklaarraking van masjinerie of installasie plaasvind, dokumentêre bewys aan die Raad voorlê ten opsigte van so 'n onklaarraking van masjinerie of installasie wat noodwerk noodsaaklik gemaak het.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooië tydperk van twaalf maande diens by hom die volgende toestaan:—

- (a) In die geval van 'n wag wat 'n sewedaagse week werk, een-en-twintig opeenvolgende kalenderdae verlof;
- (b) in die geval van alle ander werknemers, veertien opeenvolgende kalenderdae verlof;

en moet sodanige werknemers die volgende betaal:—

- (i) In die geval van 'n werknemer in (a) genoem, minstens driemaal die weekloon waarop hy geregtig is, vanaf die eerste dag waarop die verlof begin; en
- (ii) in die geval van 'n werknemer in (b) genoem, minstens dubbel die weekloon waarop hy geregtig is, vanaf die eerste dag waarop die verlof begin;

Met dien verstande dat by die toepassing van hierdie klousule, die weekloon van 'n werknemer wat onder 'n prestasieloonstelsel werk, bereken moet word op die basis uiteengesit in artikel twintig (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

(2) Die verlof genoem in subklousule (1) moet toegestaan word op 'n tyd wat deur die werkgewer vasgestel word; met dien verstande dat—

- (i) as dié verlof nie eerder toegestaan is nie, dit só toegestaan moet word dat dit begin binne twee maande na voltooiing van twaalf maande diens waarop dit betrekking het, of, as die werkgewer en sy werknemer daarop ooreengekom het, kan die tydperk waarin die verlof toegestaan moet word, verleng word tot 'n tydperk van hoogstens ses maande gereken vanaf die voltooiing van die twaalf maande diens waarop die verlof betrekking het;
- (ii) die tydperk van verlof nie met siekteverlof ingevolge klousule 8 toegestaan, mag saamval nie;
- (iii) indien—

- (a) in die geval van 'n werknemer werksaam in of in verband met 'n ontvangsdepot, 'n openbare vakansiedag;
- (b) in die geval van enige ander werknemer, Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag;

binne dié verlof val, 'n ander dag ter vervanging van elke sodanige dag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof en die werknemer moet 'n bedrag betaal word, gelyk aan sy dagloon, ten opsigte van elke sodanige bykomende dag;

- (iv) 'n werkgewer enige dae geleentheidsverlof met volle betaling, wat op die skriftelike versoek van sy werknemer gedurende die twaalf maande diens waarop die tydperk van jaarlikse verlof betrekking het, aan sy werknemer toegestaan is, van sodanige verloftydperk mag aftrek.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof in subklousule (1) voorgeskryf, moet voor of op die laaste werkdag voor die aanvang van die verlof betaal word.

(4) As 'n werknemer se dienskontrak beëindig word voordat hy by een en dieselfde werknemer enige dienstydperk van twaalf maande voltooi het, moet die werkgewer hom—benewens ander besoldiging wat aan hom verskuldig mag wees—vir elke volle maand wat hy in die betrokke dienstydperk gewerk het, minstens die volgende betaal:—

- (a) In die geval van 'n wag wat 'n sewedaagse week werk, een-kwart van die weekloon;
- (b) in die geval van 'n werknemer wat 'n sesdaagse week werk, een-sesde van die weekloon;
- (c) in die geval van 'n werknemer wat 'n vyfdaagse week werk, een-vyfde van die weekloon;

(8) *Payment for Overtime.*—An employer shall pay his employee who works overtime at a rate of not less than—

- (a) in the case of an employee, other than a casual employee, one and a third times his weekly wage divided by forty-six in respect of each hour or part of an hour worked in the aggregate in any week;
- (b) in the case of a casual employee, one and a third times his daily wage divided by eight or nine—depending on whether he is employed in an establishment which observes a six day or a five day week, respectively—in respect of each hour or part of an hour so worked on any day;

Provided that for the purposes of this sub-clause the term “wage” shall be deemed to include the cost of living allowance which is payable to an employee in terms of clause 4 (1).

(9) *Savings.*—(a) The provisions of this clause shall not apply to a watchman;

(b) the provisions of sub-clauses (2), (4) and (6) shall not apply to an employee engaged in emergency work.

(10) *Emergency Work Involving Breakdown of Machinery or Plant.*—An employer shall, within seven days of the date upon which any breakdown of machinery or plant occurs, submit to the Council documentary evidence in relation to any such breakdown of machinery or plant, necessitating emergency work.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant the following to his employee other than a casual employee, in respect of each completed period of twelve months in his employ:—

- (a) In the case of a watchman who works a seven day week, twenty-one consecutive calendar days' leave;
- (b) in the case of all other employees, fourteen consecutive calendar days' leave;

and shall pay such employees the following:—

- (i) In the case of an employee referred to in (a), not less than three times the weekly wage to which he is entitled, as from the first day of the commencement of the leave; and
- (ii) in the case of an employee referred to in (b), not less than twice the weekly wage to which he is entitled, as from the first day of the commencement of the leave;

Provided that for the purposes of this clause, the weekly wage of an employee working under an incentive wages scheme shall be calculated on the basis set out in section twenty (5) of the Factories, Machinery and Building Work Act, 1941.

(2) The leave referred to in sub-clause (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 so as to commence within two months of the completion of the twelve months' employment to which it relates, or, if the employer and his employee have agreed thereto, the period within which the leave must be granted may be extended to a period of not more than six months reckoned from the completion of the twelve months' of employment to which the leave relates;
- (ii) the period of leave shall not run concurrently with sick leave granted in terms of clause 8;
- (iii) if New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas 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 and the employee shall be paid an amount equal to his daily wage in respect of each such additional day;
- (iv) an employer may deduct from such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the 12 months of employment to which the period of annual leave relates.

(3) *Leave Remuneration.*—The remuneration in respect of the annual leave prescribed in sub-clause (1) shall be paid not later than the last work day before the commencement of the leave.

(4) If an employee's contract of employment terminates before he has completed any period of twelve months of employment with the same employer he shall be paid by the employer—in addition to other remuneration which may be due to him—in respect of each completed month of the relative period of employment, not less than the following:—

- (a) In the case of a watchman, who works a seven day week, one fourth of the weekly wage;
- (b) in the case of an employee who works a six day week, one sixth of the weekly wage;
- (c) in the case of an employee who works a five day week, one fifth of the weekly wage;

wat hy onmiddellik voor die datum van dié beëindiging ontvang het: Met dien verstande dat 'n werkgewer 'n eweredige aftrekking mag maak ten opsigte van enige tydperk van verlof wat aan 'n werknemer toegestaan is kragtens die vierde voorbehoudsbepaling van subklousule (2).

(5) 'n Werknemer wat op 'n tydperk van verlof voorgeskryf in subklousule (1) geregtig geword het en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof aan hom toegestaan was op die datum van beëindiging.

(6) Vir die toepassing van hierdie klousule word dit geag dat die woord—

„diens” enige tydperk of tydperke omvat waarin die werknemer—

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) met siekteverlof kragtens klousule 8 afwesig is;
- (c) op las of op versoek van sy werkgewer van die werk afwesig is;
- (d) vir 'n tydperk afwesig is ten opsigte waarvan 'n werkgewer 'n werknemer betaal ingevolge subklousule (1) van klousule 14 in plaas van hom kennis te gee;
- (e) militêre opleiding ondergaan;

wat in enige jaar hoogstens altesaam tien weke beloop ten opsigte van gevalle (a), (b) en (c), en diens word geag te begin—

- (i) in die geval van 'n werknemer wat, voor hierdie Ooreenkoms van krag geword het, op verlof kragtens enige wet geregtig geword het, op die datum waarop sodanige werknemer laas op sodanige verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die aanvangsdatum van hierdie Ooreenkoms en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar nog nie op verlof daar kragtens geregtig geword het nie, op die datum waarop sodanige diens begin is;
- (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer in sy werkgewer se diens getree het of die datum waarop hierdie Ooreenkoms van krag word, na gelang van die jongste.

(7) (a) Ondanks enige andersluidende bepalings in hierdie klousule, kan 'n werkgewer vir die bestaan van jaarlikse verlof, te eniger tyd, maar hoogstens een keer gedurende enige tydperk van twaalf maande, sy bedryfsinrigting sluit vir veertien opeenvolgende kalenderdae plus enige bykomende dae wat bygevoeg moet word ingevolge die derde voorbehoudsbepaling van subklousule (2);

(b) 'n werknemer wat ten tye van die sluitingsdatum van 'n bedryfsinrigting nie geregtig is op die volle tydperk van jaarlikse verlof in subklousule (1) (b) voorgeskryf nie, moet ten opsigte van enige verlof aan hom verskuldig, deur sy werkgewer betaal word op die basis in subklousule (4) uiteengesit.

(8) Vir die toepassing van dié klousule word dit geag dat die woord „loon” dieselfde betekenis het as dié wat daaraan geheg is in die voorbehoudsbepaling van klousule 6 (8).

(9) Elke werkgewer moet 'n register van jaarlikse verlof verskaf en op datum byhou om ten opsigte van elkeen in sy diens die volgende besonderhede aan te toon:—

- (a) Naam van werknemer;
- (b) datum van indiensneming;
- (c) datum van jongste jaarlikse verlof, nl. van tot
- (d) getal dae bykomende verlof in plaas van openbare vaksiedaie wat gedurende jaarlikse verlof voorgekom het.

8. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, die volgende toestaan:—

- (a) In die geval van 'n werknemer wat 'n vyfdaagse week werk, altesaam minstens twintig werkdag siekteverlof;
- (b) in die geval van alle ander werknemers, altesaam minstens vier-en-twintig werkdag siekteverlof;

gedurende elke kringloop van vier-en-twintig opeenvolgende maande diens by hom en hy moet sodanige werknemer ten opsigte van enige afwesigheids tydperk hierkragtens minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande—

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie geregtig is op siekteverlof met volle betaling teen 'n skaal van, in die geval van 'n werknemer wat 'n vyfdaagse week werk, meer as een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en in die geval van elke ander werknemer, een werkdag ten opsigte van elke voltooide maand diens nie;
- (ii) dat dié klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes maak van minstens net soveel as dié deur die werknemer gedoen aan enige fonds of organisasie deur die werknemer benoem, nl. 'n fonds of organisasie wat aan die werknemer in die geval van sy ongeskiktheid onder die omstandighede in

which he was receiving immediately before the date of such termination: Provided that an employer may make a pro rata deduction in respect of any period of leave granted to an employee in terms of the fourth proviso of sub-clause (2).

(5) An employee who has become entitled to a period of leave prescribed in sub-clause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount which he would have received in respect of the leave had the leave been granted to him on the date of termination.

(6) For the purposes of this clause the word—

“employment” shall include any period or periods during which an employee is—

- (a) absent on leave in terms of sub-clause (1);
- (b) absent on sick leave in terms of clause 8;
- (c) absent from work on the instructions or at the request of his employer;
- (d) absent for a period in respect of which an employer pays an employee in terms of sub-clause (1) of clause 14 in lieu of notice;
- (e) undergoing any military training;

amounting in the aggregate to not more than ten weeks in any year in respect of items (a), (b) and (c), and employment 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 law, from the date on which such employee last became entitled to such leave in terms of such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave but who had not yet become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or the date on which this Agreement comes into force, whichever is the later.

(7) (a) Notwithstanding anything to the contrary in this clause, an employer may at any time, but not more than once during any period of twelve months, for the purpose of granting annual leave, close his establishment for fourteen consecutive calendar days plus any additional days which must be added in terms of the third proviso of sub-clause (2).

(b) An employee who, on the date of closing of the establishment, is not entitled to the full period of annual leave prescribed by sub-clause (1) (b), shall in respect of any leave due to him be paid by his employer on the basis set out in sub-clause (4).

(8) For the purposes of this clause the word “wage” shall be deemed to have the same meaning as that assigned to it in the proviso to clause 6 (8).

(9) Every employer shall provide and shall maintain up-to-date a record of annual leave showing in respect of each person in his employ the following particulars:—

- (a) Name of employee;
- (b) date of engagement;
- (c) date of last annual leave, viz, from to
- (d) number of days additional leave in lieu of public holidays falling during annual leave.

8. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

- (a) in the case of an employee who works a five day week, not less than twenty work days' sick leave in the aggregate;
- (b) in the case of all other employees, not less than twenty-four work days' sick leave in the aggregate;

during each cycle of twenty-four consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms hereof, not less than the wage which he would have received had he worked during such period: Provided—

- (i) that during the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave with full pay at a rate, in the case of an employee who works a five day week, of more than one work day in respect of each completed period of five weeks of employment, and in the case of every other employee, of one work day in respect of each completed month of service;
- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions at least equal to those made by the employee to any fund or organisation nominated by the employer, viz. a fund or organisation which guarantees to an employee, in the

hierdie klousule uiteengesit, betaling waarborg van altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdag, na gelang van die geval, in elke kringloop van vier-en-twintig maande diens, met die uitsondering dat gedurende die eerste vier-en-twintig maande waarin bydraes deur die werknemer betaal word, die gewaarborgde skaal nie die oploopskaal, soos uiteengesit in die eerste voorbehoudsbepaling van hierdie subklousule, hoef te oorskry nie;

- (iii) dat, wanneer 'n werkgewer ingevolge enige wet verplig is om geld vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal, en dié geld betaal, die bedrag, aldus betaal, van die verskuldigde betaling ten opsigte van afwesigheid weens ongeskiktheid kragtens hierdie klousule afgetrek mag word;
- (iv) dat, indien 'n werkgewer ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule gedek word, by enige ander wet verplig word om 'n werknemer se volle loon te betaal, die bepaling van hierdie klousule nie van toepassing is nie;
- (v) dat die loon, verskuldig aan 'n werwer wat kommissiewerk doen of aan 'n werknemer wat prestasieloonwerk verrig, vir enige tydperk van afwesigheid weens siekteverlof kragtens hierdie klousule, bereken moet word op die basis van die besoldiging wat aan sodanige werwer of werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

(2) 'n Werkgewer mag, as 'n voorafgaande voorwaarde vir die betaling deur hom van enige bedrag geëis kragtens hierdie klousule deur 'n werknemer ten opsigte van enige afwesigheid van werk vir 'n tydperk van meer as drie opeenvolgende kalenderdae, van die werknemer vereis dat hy 'n sertifikaat, geteken deur 'n mediese praktisyn, aan hom voorleë, wat die aard en duur van die werknemer se ongeskiktheid bevestig. Met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van agt opeenvolgende weke by twee of meer geleenthede vir tydperke van drie of minder opeenvolgende kalenderdae betaling kragtens hierdie klousule geëis het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die eersvolgende agt weke, as 'n voorafgaande voorwaarde vir die betaling deur hom van enige bedrag deur die werknemer kragtens hierdie klousule geëis, van die werknemer mag vereis dat hy so 'n sertifikaat voorleë, ongeag die duur van sodanige afwesigheid.

(3) Wanneer 'n werknemer gedurende die eerste kringloop van vier-en-twintig maande diens by dieselfde werkgewer weens ongeskiktheid afwesig is vir 'n tydperk langer as die siekteverlof wat ten tye van sodanige ongeskiktheid reeds opgeloopt het, is hy geregtig op betaling slegs ten opsigte van sodanige opgeloopte siekteverlof; maar sy werkgewer moet as hy dit nie alreeds gedoen het nie, by die verstryking van genoemde dienskringloop of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige bykomende tydperk van afwesigheid weens ongeskiktheid betaal na mate die siekteverlof wat by sodanige verstryking of beëindiging opgeloopt het, nog nie neem is nie.

(4) By die toepassing van hierdie klousule word dit geag dat die woord—

„diens”, enige tydperk of tydperke omvat waarin 'n werknemer afwesig is—

- (a) met verlof ingevolge klousule 7;
- (b) op las of op versoek van sy werkgewer;
- (c) met siekteverlof ingevolge subklousule (1);
- (d) omdat hy militêre opleiding ondergaan.

en wat in enige jaar altesaam hoogstens tien weke kan beloop ten opsigte van gevalle (a), (b) en (c), en enige dienstydperk wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik voor die datum waarop hierdie Ooreenkoms in werking tree, moet by die toepassing van hierdie klousule beskou word as diens kragtens hierdie Ooreenkoms en enige siekteverlof met volle besoldiging wat gedurende die tydperk aan die werknemer toegestaan is, word geag kragtens hierdie Ooreenkoms toegestaan te wees;

„ongeskiktheid”, beteken onvermoë om te werk weens enige siekte of besering, uitgesonderd dié wat deur die werknemer se eie wangedrag veroorsaak is; met dien verstande dat enige onvermoë om te werk wat veroorsaak is deur 'n ongeluk vergoedbaar kragtens die Ongevallewet, 1941, geag moet word as 'n ongeskiktheid slegs ten opsigte van enige tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling kragtens dié wet betaalbaar is nie;

„loon”, het dieselfde betekenis as dié wat daaraan geheg is, in die voorbehoudsbepaling van klousule 6 (8).

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) Openbare vakansiedae.

- (a) *Ontvangdepotwerknemers.*—'n Werknemer in diens in of in verband met 'n ontvangdepot is geregtig op verlof op alle openbare vakansiedae en moet minstens sy dagloon ten opsigte van elke sodanige vakansiedag betaal word.
- (b) *Ander werknemers.*—'n Werknemer, uitgesonderd 'n werknemer op wie paragraaf (a) van toepassing is, is geregtig op verlof op Nuwejaarsdag, Goede Vrydag, Hemelvaartsdag, Geloftedag en Kersdag, en moet minstens sy dagloon ten opsigte van elke sodanige dag betaal word: Met dien verstande dat 'n werknemer verplig of toegelaat mag word om op so 'n vakansiedag te werk.

event of his incapacity under the circumstances set out in this clause, payment of not less than in the aggregate the equivalent of his wage for twenty or twenty-four work days, as the case may be, during each cycle of twenty-four months of employment except that during the first twenty-four months in which contributions are paid by the employee, the guaranteed rate need not exceed the rate of accrual as set out in the first proviso to this sub-clause;

- (iii) that, whenever an employer is required in terms of any law to pay fees for hospital or medical treatment in respect of an employee and pays such fees, the amount so paid may be deducted from the payment due in respect of absence owing to incapacity in terms of this clause;
- (iv) that, if an employer is required by any other law to pay an employee his full wage in respect of any period of incapacity covered by this clause, the provisions of this clause shall not apply;
- (v) that the wage due to a canvasser who is engaged on commission work or to an employee performing incentive wage work for any period of absence on sick leave in terms of this clause, shall be calculated on the basis of the remuneration paid to such canvasser or employee on his last pay day immediately preceding such absence.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period of more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity: Provided that whenever an employee has during any period of eight consecutive weeks claimed payment in terms of this clause on two or more occasions for periods of three consecutive calendar days or less without the production of such certificate, his employer may during the next succeeding eight weeks, as a condition precedent to the payment by him of any amount claimed by the employee under this clause, require the employee to produce such a certificate, irrespective of the duration of such absence.

(3) Whenever an employee during the first cycle of twenty-four months of employment with the same employer, is absent owing to incapacity for a period in excess of sick leave accrued at the time of such incapacity, he shall be entitled to payment only in respect of such accrued sick leave; but his employer shall, if he has not already done so, at the expiration of the said employment cycle or on termination of employment before such expiration, pay him in respect of such additional period of absence owing to incapacity to the extent to which the sick leave accrued at the time of such expiration or termination had not been taken.

(4) For the purpose of this clause the word—

“employment” shall include any period or periods during which an employee is absent—

- (a) on leave in terms of clause 7;
- (b) on the instructions or at the request of his employer;
- (c) on sick leave in terms of sub-clause (1);
- (d) undergoing military training;

amounting in the aggregate to not more than ten weeks in any year in respect of items (a), (b) and (c), and any period of employment which an employee has had with the same employer immediately before the date on which this Agreement comes into force, shall for the purpose of this clause be deemed to be employment in terms of this Agreement; and any sick leave on full pay which had been granted to such employee during such period, shall be deemed to have been granted under this Agreement;

“incapacity” means inability to work owing to any sickness or injury other than that caused by the employee's own misconduct: Provided that any inability to work caused by an accident compensable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment under that Act is payable;

“wage” shall have the same meaning as that assigned to it in the proviso to clause 6 (8).

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) Public Holidays:—

- (a) *Receiving Depot Employees.*—An employee employed in or in connection with a receiving depot shall be entitled to leave on all public holidays and shall be paid not less than his daily wage in respect of each such holiday.
- (b) *Other Employees.*—An employee, other than an employee to whom paragraph (a) applies, shall be entitled to leave on New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day, and shall be paid not less than his daily wage in respect of each such holiday: Provided that an employee may be required or permitted to work on such holiday.

(c) *Alle werknemers*.—Ingeval enige openbare vakansiedag wat in paragrawe (a) of (b) op 'n Saterdag val, is 'n werknemer wat ooreenkomstig klousule 6 (1) (B) (a) 'n vyfdaagse week werk, nie ten opsigte van so 'n Saterdag geregtig op besoldiging op grond van hierdie subklousule nie.

(2) Wanneer 'n werknemer verplig of toegelaat word om te werk op 'n openbare vakansiedag waarop hy ingevolge subklousule (1) op verlof geregtig is, moet sy werkgever hom vir elke sodanige dag minstens sy dagloon betaal plus een ses-en-veertigste van sy weekloon vir elke uur of gedeelte van 'n uur op so 'n dag gewerk.

(3) *Vergoeding vir werk op 'n Sondag*.—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever—

(i) hom minstens tweemaal die loon betaal wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, of teen 'n skaal van minstens tweemaal sy gewone loonskaal ten opsigte van die totale tydperk wat op so 'n Sondag gewerk word, naamlik die grootste bedrag; of

(ii) hom een en 'n derde maal sy weekloon, gedeel deur ses-en-veertig, betaal vir elke uur of gedeelte van 'n uur deur hom op so 'n dag gewerk, en hom een dag se verlof toestaan binne veertien dae vanaf so 'n Sondag, en hom ten opsigte daarvan minstens sy dagloon betaal.

(4) By die toepassing van hierdie klousule word dit geag dat die woord „loon” dieselfde betekenis het as dié wat daaraan gegee word in die voorbehoudsbepaling by klousule 6 (8).

(5) Dié klousule is nie op 'n los werknemer van toepassing nie.

10. AANSPOURINGSWERK.

(1) Behoudens die voorwaarde dat geen werknemer minder betaal kan word as die bedrag waarop hy reg sou gehad het kragtens klousule 4 (1) nie, kan 'n werkgever 'n werknemer se besoldiging baseer op die hoeveelheid of omvang van gedane werk; met dien verstande dat geen sodanige stelsel van besoldiging toelaatbaar is nie behalwe in die vorm van 'n aanspoeringskema waarvan die voorwaardes onderling vasgestel is soos uiteengesit in paragrawe (2) en (3) van hierdie klousule.

(2) 'n Werkgever wat 'n aanspoeringskema wil invoer moet 'n gesamentlike komitee instel van verteenwoordigers van die bestuur en die werknemers wat, na oorlegpleging met enigeen van vakverenigingspartye by hierdie Ooreenkoms wie se lede daarby betrokke is, oor die bepalinge van so 'n skema kan ooreenkom.

(3) Die bepalinge van enige aanspoeringskema en enige latere wysiging daarvan, waarvoor die komitee kon ooreengekom het, moet op skrif gestel en deur die lede van die komitee geteken word, en mag nie deur die komitee gewysig of deur enige party beëindig word nie tensy die party wat die Ooreenkoms wil wysig of beëindig, die ander party die kennis gegee het waarvoor die party ooreen kon gekom het toe die Ooreenkoms aangegaan is nie.

(4) So 'n skema moet onder meer voorsiening maak dat ingeval 'n geskil in verband met die toepassing daarvan ontstaan, moet die komitee probeer om die geskil te besleg, en as die komitee nie daarin slaag om die geskil te besleg nie, moet die saak na die Raad vir sy beslissing verwys word.

11. GETALLEVERHOUDING.

(1) 'n Werknemer moet 'n gekwalifiseerde klerk, faktuurklerk, fynstopper, droogskoonmaker, ontvangdepotklerk of nasiener in diens neem alvorens hy 'n ongekwalifiseerde klerk, faktuurklerk, fynstopper, droogskoonmaker, ontvangdepotklerk of nasiener, na gelang van die geval, in diens mag neem, en vir elke sodanige gekwalifiseerde werknemer van dieselfde kategorie in sy diens mag hy hoogstens een ongekwalifiseerde werknemer in diens hê.

(2) By die toepassing van hierdie klousule word dit geag—

(a) dat 'n werkgever of bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n besondere kategorie werknemer verrig, 'n gekwalifiseerde werknemer in sodanige kategorie is;

(b) dat 'n werknemer wat 'n loon ontvang gelyk aan minstens die loon wat vir 'n gekwalifiseerde werknemer van sy kategorie en gebied voorgeskryf word, 'n gekwalifiseerde werknemer is.

(3) Hierdie klousule is op elke afsonderlike bedryfsinrigting van toepassing.

12. VERBOD OP INDIENSNEMING VAN ENIGEEN ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

'n Werkgever mag niemand onder die ouderdom van vyftien jaar in diens neem nie.

13. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet enige uniform, oorpak of beskermende klerke wat hy vereis dat sy werknemer moet dra, of wat hy kragtens enige wet of regulasie aan sy werknemer moet voorsien, kosteloos verskaf en in goeie en skoon toestand hou, en sulke uniforms, oorpakke en beskermende klerke bly die werkgever se eiendom.

14. BEÏNDIGING VAN DIENSKONTRAK.

(1) *Opseggingstyd*.—Behoudens—

(a) die werkgever of werknemer se reg om die dienskontrak sonder opsegging te beëindig weens enige oorsaak wat regtens as genoegsaam erken word;

(c) *All Employees*.—In the event of any public holiday referred to in paragraphs (a) or (b) falling on a Saturday, an employee who in accordance with clause 6 (1) (B) (a) works a five day week, shall not in respect of such Saturday be entitled to any payment by virtue of this subclause.

(2) Whenever an employee is required or permitted to work on a public holiday on which in terms of sub-clause (1) he is entitled to leave, his employer shall pay him for each such day not less than his daily wage plus one forty-sixth of his weekly wage for each hour or part of an hour worked on such day.

(3) *Compensation for Work on a Sunday*.—Whenever an employee works on a Sunday his employer shall pay him—

(i) either double his daily wage; or

(ii) one and one-third times his weekly wage divided by forty-six for each hour or part of an hour worked by him on such day, and grant him one day's leave within fourteen days of such Sunday and pay him in respect thereof not less than his daily wage.

(4) For the purposes of this clause the word “wage” shall be deemed to have the same meaning as that assigned to it in the proviso to clause 6 (8).

(5) This clause shall not apply to a casual employee.

10. INCENTIVE WORK.

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clause 4 (1), 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 (2) and (3) of this clause.

(2) 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 in this Agreement whose members are involved, may agree upon the terms of any such scheme.

(3) 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.

(4) 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.

11. PROPORTION OR RATIO.

(1) An employer shall employ a qualified clerk, invoice clerk, invisible mender, cleaner, receiving depot attendant or checker, before he may employ an unqualified clerk, invoice clerk, invisible mender, cleaner, receiving depot attendant or checker, as the case may be, and for each such qualified employee of the same category employed by him he may employ not more than one unqualified employee.

(2) For the purpose of this clause—

(a) an employee or manager who is wholly or mainly engaged in performing the work of an employee of a particular category of employee, shall be deemed to be a qualified employee in such category;

(b) an employee who receives a wage equivalent to not less than the wage prescribed for a qualified employee of his category shall be deemed to be a qualified employee.

(3) This clause shall apply separately to each establishment.

12. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF FIFTEEN YEARS.

An employer shall not employ any person under the age of fifteen years.

13. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in good and clean condition, free of charge, any uniform, overall or protective clothing, which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee, and such uniforms, overalls and protective clothing shall remain the property of the employer.

14. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) *Period of Notice*.—Subject to—

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

(b) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n termyn van opsegging van gelyke duur vir beide partye en vir langer as wat in hierdie klousule voorgeskryf is;

(c) die bepalinge van subklousule (8) van hierdie klousule; moet 'n werkgewer en sy werknemer, in die geval van 'n weekliks besoldigde werknemer, minstens een week en in die geval van 'n maandeliks besoldigde werknemer, minstens een maand kennis gee van sy voorneme om die dienskontrak te beëindig.

(2) *Betaling of verbeuring in plaas van kennisgewing.*—Ingeval 'n werkgewer of 'n werknemer versuim om kennis te gee soos in subklousule (1) hiervan bepaal, moet hy onderskeidelik die volgende betaal of verbeur:—

(a) In die geval van 'n weekliks betaalde werknemer, een week se loon;

(b) in die geval van 'n maandeliks betaalde werknemer, een maand se loon;

teen die loonskaal wat die werknemer onmiddellik voor die datum van sy diensbeëindiging ontvang het.

(3) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die werkgewer, indien enige geld wat die werkgewer in die vorm van lone aan 'n werknemer skuld, ontoereikend is om die volle verbeurde bedrag te dek wat in subklousule (2) van hierdie klousule genoem is, geregtig om sodanige bedrag van ander voordele (as daar is), wat ten gunste van die werknemer ten tyde van die beëindiging van sy dienskontrak aan die ooploop was, te hou.

Vir die toepassing van hierdie subklousule moet enige bedrag, wat kragtens subklousules (1), (5) en (6) van klousule 7 en van subklousules (1) en (2) van klousule 9 van hierdie Ooreenkoms aan 'n werknemer verskuldig is, ook beskou word as 'n voordeel wat aan die ooploop was.

(4) Wanneer 'n ooreenkoms aangegaan word ingevolge subklousule (1) van die klousule moet die betaling of verbeuring in verhouding wees tot die opseggingstyd waarvoor ooreengekom is.

(5) *Datum van inwerkingtreding van kennisgewing.*—(i) *Weekliks betaalde werknemers.*—Die kennis genoem in subklousule (1) van die klousule moet gegee word op of voor, en tree in werking vanaf, die gewone betaaldag van die inrigting.

(ii) *Maandeliks betaalde werknemers.*—Die kennis genoem in subklousule (1) van die klousule moet gegee word te eniger tyd voor die gewone sluitingstyd van die inrigting op die laaste werkdag van die kalendermaand en word van krag vanaf die eerste dag van die daaropvolgende maand.

(6) Vir die toepassing van die klousule beteken een week se kennisgewing 'n werkweek van 46 uur, of 'n volle week se loon in plaas daarvan, en dieselfde voorbehoud is van toepassing op die voorgeskryfte opseggingstyd of die waarvoor onderling ooreengekom is, ingevolge subklousule (3).

(7) Die kennis genoem in subklousule (1) van die klousule mag nie saamval en mag nie gegee word nie gedurende—

(i) jaarlikse verlof;

(ii) siekteverlof; en

(iii) enige tydperk waarin van 'n werknemer vereis word om militêre opleiding te ondergaan.

(8) *Proeftye.*—Die bepalinge van die klousule is nie van toepassing ten opsigte van die eerste vier weke diens nie. Die vier weke word beskou as 'n proeftyd waarin diens deur die werkgewer of die werknemer na gelang van die geval op 24 uur kennisgewing beëindig kan word.

(9) Afwesigheid van werk sonder voorafgaande toestemming vir 'n aanenlopende tydperk van drie dae beteken beëindiging van die dienskontrak, tensy die werknemer binne die drie dae sy werkgewer voorsien het van 'n doktersertifikaat waarin sy onvermoë om sy gewone werk te verrig, gesertifiseer word.

15. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak anders as deur die dros van die werknemer beëindig word, moet sy werkgewer hom, uitgesonderd as hy 'n los werknemer was, 'n dienssertifikaat gee wat wesenlik in die vorm is wat hieronder uiteengesit word.

DIENSSERTIFIKAAT.

Naam van werkgewer.....
Naam van werknemer.....
Soort werk.....
Dienstyd—

Van.....
Tot.....

Besoldiging by diensbeëindiging—

Basies £ : : :
L.K.T. £ : : :
TOTAAL £ : : :

Handtekening van werkgewer of gevolmagtigde verteenwoordiger.

Datum.....

(b) the provisions of any written agreement between the employer and his employees which provides for a period of notice of equal duration on both sides and for longer than one week or one month as the case may be;

(c) the provisions of sub-clause (8) of this clause;

an employer and his employee shall, in the case of a weekly paid employee, give not less than one week's notice and in the case of a monthly paid employee, not less than one month's notice, of his intention to terminate the contract of employment.

(2) *Payment or Forfeiture in lieu of Notice.*—In the event of an employer or an employee failing to give notice as provided in sub-clause (1) hereof, he shall pay or forfeit respectively—

(a) in the case of a weekly paid employee, one week's pay;

(b) in the case of a monthly paid employee, one month's pay; at the rate of pay which such employee was receiving immediately before the date of such termination.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-clause (2) of this clause, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purpose of this sub-clause, any payment which may be due to an employee in terms of sub-clauses (1), (5) and (6) of clause 7 and of sub-clauses (1) and (2) of clause 9 of this Agreement shall also be regarded as a benefit in the process of accrual.

(4) When an Agreement is entered into in terms of sub-clause (1) of this clause, the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) *Date of Operation of Notice.*—(i) *Weekly Paid Employees.*—Notice referred to in sub-clause (1) of this clause shall be given not later than and shall take effect from the usual pay day of the establishment.

(ii) *Monthly Paid Employees.*—Notice referred to in sub-clause (1) of this clause shall be given at any time prior to the usual closing time of the establishment on the last working day of the calendar month and shall operate from the first day of the succeeding month.

(6) For the purpose of this clause, a week's notice shall mean a working week of 46 hours, or a full week's pay in lieu thereof, and the same proviso shall apply to the period of notice prescribed or mutually agreed upon, in terms of sub-clause (3).

(7) The notice referred to in sub-clause (1) of this clause shall not run concurrently with and shall not be given during—

(i) annual leave;

(ii) sick leave; and

(iii) any period an employee is required to undergo any military training.

(8) *Trial Periods.*—The provisions of this clause shall not apply in respect of the first four weeks of employment. Such four weeks shall be deemed to be a period of trial during which employment may be terminated by the employer or the employee, as the case may be, at 24 hours notice.

(9) Absence from work without prior permission for a period of three consecutive days shall constitute a termination of contract of service unless within such three days, the employee has furnished to his employer, a medical certificate certifying his inability to perform his usual work.

15. CERTIFICATE OF SERVICE.

Whenever a contract of employment is terminated other than through the desertion of the employee, the employer shall furnish him, unless he is a casual employee with a certificate of service substantially in the form prescribed below:—

CERTIFICATE OF SERVICE.

Name of Employer.....
Name of Employee.....
Occupation.....
Period of Employment—

From.....
To.....

Remuneration at date of termination—

Basic £ : : :
C.O.L.A. £ : : :
TOTAL £ : : :

TOTAL £ : : :

Signature of Employer or Authorised Representative.

Date.....

16. LOGBOEK.

(1) 'n Werknemer moet sy motorvoertuigbestuurder of sy deeltydse motorvoertuigbestuurder voorsien van 'n logboek wat so na as moontlik die volgende vorm het:—

DAAGLIKSE LOG.

Naam van werkgever.....
 Naam van bestuurder.....
 Aanvangstyd van werk.....v.m./n.m.....v.m./n.m.
 Tyd waarop werk gestaak is.....v.m./n.m.....v.m./n.m.
 Getal ure gewerk.....
 Etsure vanafv.m./n.m.....v.m./n.m.
 Besonderhede van enige ongeluk of vertraging.....

(Handtekening van bestuurder.)

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

(2) Elke motorvoertuigbestuurder of 'n deeltydse motorvoertuigbestuurder moet, wanneer hy voorsien word van 'n logboek in subklousule (1) vermeld, genoemde daaglikse log ten opsigte van elke dag se werk in duplo byhou en hy moet binne vier-en-twintig uur na die voltooiing van die dag se werk waarop dit betrekking het, 'n afskrif daarvan aan sy werkgever besorg, en by die toepassing van hierdie klousule beteken die woord „werk” met betrekking tot 'n deeltydse motorvoertuigbestuurder, slegs „'n motorvoertuig bestuur”, soos in die woordomskriving vir hierdie klas werknemer bepaal.

(3) Elke werkgever moet die afskrif van die daaglikse log wat ingevolge subklousule (2) aan hom besorg is, vir 'n tydperk van drie jaar na datum daarvan behou.

(4) Die bepaling van die klousule is nie van toepassing op bestuurders van motorvoertuie wie se werkure deur middel van 'n outomatiese tydsklokkeregistreer word nie.

17. TYDREGISTERS.

(1) Elke werkgever wat vyf of meer werknemers het, moet 'n tydsklokk- of halfoutomatiese tydregistreerstelsel instel wat 'n kaart vir elke werknemer nodig maak waarop die inligting aangedui sal word wat deur die Fabriekswet, 1941, vereis word.

(2) Elke werkgever met minder as vyf werknemers moet dag vir dag 'n presensieregister byhou in die vorm vereis by artikel nege (2) van die Fabriekswet, 1941, van die naam, soort werk en besonderhede betreffende aanwesigheid in die werkgever se bedryfsinrigting ten opsigte van elkeen van sy werknemers, uitgesonderd werwers, kollekteerders en bestuurders van motorvoertuie.

(3) Elke werknemer genoem in subklousule (2) van dié klousule, uitgesonderd werwers, kollekteerders en bestuurders van motorvoertuie moet daaglik die vereiste besonderhede betreffende sy aanwesigheid, in die register aanteken, en die register teken. Ingeval daar van die werknemers is wat dit nie kan doen nie, moet die werkgever die besonderhede opskryf en die register teken.

18. SIEKTEBYSTANDFONDS.

(1) Hierby word die siektebystandfonds voortgesit wat oorspronklik ingestel is by Goewermentskennisgewing No. 966 van 6 Mei 1955 en bekend staan as die „Siektebystandfonds van die Was-, Skoonmaak- en Kleurnywerheid (Kaap)” (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 geneesher wat deur die bestuurskomitee aangestel is of erken word, en die medisyne word verskaf deur aptekers wat deur die bestuurskomitee aangestel word; en 'n bydraer wat hom van geneesher 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 fonds nie; met dien verstande egter dat die bestuurskomitee, na goeie dunks, die onkoste wat aldus gemaak word, ten volle of ten dele kan betaal; en voorts met dien verstande dat verloskundige dienste, sjiurgiese 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 bepaling 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 staan bekend as die „Siektebystandfonds van die Was-, Skoonmaak- en Kleurnywerheid (Kaap)” en word met inagneming van die voorskrifte van die fondsreglement wat die Raad goedkeur, geadmistreer 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 werkgeversverteenwoordigers 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 voorgeskryf 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.

16. LOG-BOOK.

(1) An employer shall provide a driver of a motor vehicle or a part-time driver of a motor vehicle with a log-book as nearly as practicable in the following form:—

DAILY LOG.

Name of Employer.....
 Name of Driver.....
 Time of starting work.....a.m./p.m.....a.m./p.m.
 Time of finishing work.....a.m./p.m.....a.m./p.m.
 Number of hours worked.....
 Meal hours from.....a.m./p.m. to.....a.m./p.m.
 Particulars of any accident or delay.....

(Signature of Driver.)

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

(2) Every driver or part-time driver of a motor vehicle, upon being provided with a log-book referred to in sub-clause (1), shall keep the said daily log in duplicate 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, furnish his employer with a copy thereof. For the purpose of this clause the word “work” with regard to a part-time driver of a motor vehicle, means only “the driving of a motor vehicle” as provided in the definition of this class of employee.

(3) Every employer shall retain the copy of the daily log, furnished to him in terms of sub-clause (2), for a period of three years after the date of its completion.

(4) The provisions of this clause shall not apply to drivers of motor vehicles on condition that their hours of work are recorded by means of an automatic time-clock.

17. TIME RECORDS.

(1) Every employer having five or more employees shall institute a time clock or semi-automatic time recording system which shall require a card for each employee giving the information as required by the Factories Act, 1941.

(2) Every employer having less than five employees, shall from day to day, keep an attendance register in the form required by section nine (2) of the Factories Act, 1941, of the name, occupation and particulars concerning attendance at the employer's establishment in respect of each of his employees, other than canvassers, collectors and drivers of motor vehicles.

(3) Every employee referred to in sub-clause (2) of this clause, other than canvassers, collectors and drivers of motor vehicles shall daily record the required particulars regarding his attendance in the register, and sign the register. In the event of the employees being unable to do so, the employer shall enter the details and sign the register.

18. SICK BENEFIT FUND.

(1) The establishment is hereby continued of the Sick Benefit Fund originally established under Government Notice No. 966, dated the 6th May, 1955, and known as the “Laundry Cleaning and Dyeing Industry (Cape) 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 the 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 and provided further, that obstetrics, surgery, hospitalisation, dentistry, other than extraction and supply of artificial dentures, 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 clause, 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) Die sekretaris van die Raad hou één eksemplaar van die fondsreglement 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 voorgeskryf 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 fondsnummer waarin subklousule (5) (ii) van hierdie klousule voorsien;
- (iv) die soort werk van elkeen van daardie bydraers;
- (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 subklousule (4) van hierdie klousule 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 fondsnummer 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; met dien verstande dat die komitee van tyd tot tyd die belegging van fondse kan magtig in 'n geregistreerde bougenootskap of ander erkende finansiële onderneming.

(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 die tydperke wat op 30 Junie en 31 Desember elke jaar 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 Nywerheidsregistrator gestuur binne drie maande na die einde van die tydperk waarop dit betrekking het, 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—

- (i) nie aan wangedrag of aan die misbruik van drank of verdovingsmiddels te wyte is nie; en
- (ii) nie 'n ongeluk, ongesteldheid of krankheid is ten opsigte waarvan skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is nie; en
- (iii) nie 'n swangerskapsiekte is nie.

(7) Aansoeke om bystand geskied volgens onderstaande vorm en prosedure:—

- (i) Daar moet bydraes vir 'n tydperk van minstens 13 weke in die fonds gestort wees deur elkeen wat aansoek om bystand doen.
- (ii) Nadat 13 weeklikse bydraes ten opsigte van 'n bydraer gemaak is, stuur die sekretaris van die fonds 'n lidmaatskapkaart aan sy werkgewer. Die werkgewer moet die kaart dan aan die bydraer oorhandig.
- (iii) Die bydraer is by vertoning van die lidmaatskapkaart, 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, soos in dié klousule bepaal.
- (iv) Behoudens die bepalings van subklousule (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 subklousule voorsien, ontvang het nie.
- (v) Uitbetaling geskied elke dag van die week, gedurende die gewone kantoorure, ten kantore van die sekretaris.

(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-clause (5) (ii) of this clause] of each such contributor;
- (iv) the occupation of each such contributor;
- (v) in respect of each week of the preceeding 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-clause (4) of this clause 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 thirteenth 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, provided that the Committee may from time to time authorise investment of funds in a registered building society or other recognised financial institution.

(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 reports shall be made available not later than the 30th September and 31st March respectively. Copies of the statements of account together with the auditor's reports shall be transmitted to the Industrial Registrar within three months of the end of the period to which they relate and copies 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—

- (i) not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs; and
- (ii) is not an accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941; and
- (iii) is not sickness arising out of pregnancy.

(7) Application for benefit shall be made in the following form and manner:—

- (i) Each applicant for benefit shall have contributed to the fund for a period of not less than thirteen weeks.
- (ii) After thirteen weekly contributions have been made in respect of a contributor, the secretary of the fund shall forward to his employer a membership card. The employer shall thereafter hand the card to the contributor concerned.
- (iii) Upon production of the membership card after a 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 as provided for in this section.
- (iv) Subject to the provisions of sub-clause (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-clause has been received by the secretary of the fund.
- (v) Payments will be made at the secretary's office on any day of the week during usual office hours.

- (vi) (a) Wanneer iemand wat siektebystand ontvang, weer kan begin werk voor afloop van die maksimum tydskedule van bystand ingevolge subklousule (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.
- (b) Elke aansoeker moet bewys van sy siekte lewer volgens verlange van die komitee of die sekretaris.
- (c) 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 subklousule (8) (i) van hierdie klousule 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 subklousule (8) (i) van hierdie klousule voorsien, hom ontsê word.
- (vii) As 'n bydraer uit sy diens in die nywerheid uittree 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 gelikwdeer 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, krachtens 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 daaroor 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 krachtens hierdie paragraaf funksioneer of, na gelang van die geval, deur die kurator of kurators, gelikwedeer volgens voorskrif van subklousule (x) van hierdie klousule; en as die sake van die Raad reeds bereeder en sy bates verdeel is wanneer hierdie Ooreenkoms verval, word die oorskot van die fonds ooreenkomstig die bepalinge 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 bepalinge 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 klousule voorsien, kan die komitee uitbetalings in één bedrag volgens eie besluit doen ter bestryding van buitengewone mediese of ander onkoste in 'n spesiale siektegeval.
- (9) Voorbehoud.—Die bepalinge van dié klousule is nie van toepassing op werknemers wat £500 per jaar, lewenskostetoeleë inbegrepe, of meer ontvang nie.
- (vi) (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-clause (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.
- (b) Each applicant shall submit information as the committee or secretary may require to prove his sickness.
- (c) 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-clause (8) (i) of this clause, 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-clause (8) (i) of this clause.
- (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 clause, as it may decide to meet the extraordinary medical or other expenses in a special case of sickness.
- (9) Savings.—The provisions of this clause shall not apply to employees in receipt of £500 per annum, inclusive of cost-of-living allowance, or more.

19. VRYSTELLINGS.

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

(2) Geen vrystelling van die bepalings van paragrawe (a) of (b) van subklousule (7) van klousule 6 van hierdie Ooreenkoms mag kragtens hierdie klousule aan of ten gunste van 'n vroulike werknemer wat handarbeid verrig, verleen word nie, tensy met die doel om werk te laat doen wat—

(a) deur 'n noodgeval vereis word; of

(b) nodig is om te verhoed dat grondstowwe wat behandel word en gou kan bederf, nutteeloos 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 goedgefinke, 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—

(a) die betrokke persoon se volle naam;

(b) die ooreenkoms se bepalings waarvan vrystelling verleen word;

(c) die voorwaardes waarop die vrystelling verleen word; en

(d) 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 werkgever.

20. ONKOSTE VAN DIE RAAD.

(1) Elke werkgever 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 klousule 4 van hierdie Ooreenkoms voorgeskryf word. Die werkgever 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 werkgever 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 opgewa doen van die getal werknemers by hom in diens.

21. VAKVERENIGINGLEDIGELD.

'n Werkgever 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 aftrekking gedoen word, aan die sekretaris van die genoemde vakvereniging stuur.

22. VAKVERENIGING SE VERTEENWOORDIGERS OP DIE RAAD.

Elke werkgever 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.

23. AGENTE.

Die Raad stel een of meer bepaalde persone as sy agent of agente aan om in die toepassing van hierdie Ooreenkoms behulpzaam te wees; en elke werkgever 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.

24. VERTOLKING VAN OOREENKOMS.

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

Namens die partye op hede die 8ste dag van Mei 1959, in Kaapstad onderteken.

R. F. E. SPARKS, *Voorsitter.*
W. H. ROSS, *Ondervoorsitter.*
G. J. NEL, *Sekretaris.*

19. EXEMPTIONS.

(1) Subject to the provisions of sub-clauses (2) and (3) of this clause, 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 (7) of clause 6 of this Agreement shall be granted under this clause to or in respect of any female employee engaged in manual work except for the purpose of performing work—

(a) which is necessitated by an emergency; or

(b) 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 is granted, has expired.

(4) The Secretary of the Council shall issue to every person granted exemption a licence, signed by him, setting out—

(a) the full name of the person concerned;

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

(c) the conditions subject to which such exemption is granted; and

(d) 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.

20. 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 clause 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.

21. 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.

22. 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 the Council.

23. 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.

24. 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.

Signed at Cape Town, on behalf of the parties on this 8th day of May, 1959.

R. F. E. SPARKS, *Chairman.*
W. H. ROSS, *Vice-chairman.*
G. J. NEL, *Secretary.*

AANHANGSEL A.

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

.....19.....
DIE SEKRETARIS,
POSBUS 1536,
KAAPSTAD.

MENEER,

Ingesluit vind u die bedrag van £ : : ter verantwoording van die bydraes ingevolge klousule 19 van die Was-, Skoonmaak- en Kleurnywerheidsooreenkoms vir die tydperk geëindig volgens onderstaande besonderhede:—

OPGAWE VAN WERKNEMERS.

<i>Getal.</i>	<i>Datum.</i>
.....	vir week geëindig.....
.....	vir week geëindig.....
.....	vir week geëindig.....
.....	vir week geëindig.....
.....	vir week geëindig.....

Altesame.....bydraes van 3d. elk (t.o.v.....welke) £.....
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.

No. 1132.] [29 Julie 1960.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

WAS-, SKOONMAAK- EN KLEURNYWERHEID
(KAAP).

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Was-, Skoonmaak- en Kleurnywerheid (Kaap), gepubliseer by Goewermentskennisgewing No. 1131 van 29 Julie 1960 oor die algemeen vir persone wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalinge van genoemde Wet, soos gewysig.

J. DE KLERK,
Minister van Arbeid.

ANNEXURE A.

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

.....19.....
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.

<i>No.</i>	<i>Date.</i>
.....	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 offices of the Council not later than the 15th day of each month.

No. 1132.] [29 July 1960.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

LAUNDRY, CLEANING AND DYEING INDUSTRY
(CAPE).

I, JOHANNES DE KLERK, Minister of Labour, in terms of sub-section (1) of section twenty-two of the Factories, Machinery, and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Laundry, Cleaning and Dyeing Industry (Cape), published under Government Notice No. 1131 of the 29th July, 1960, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

J. DE KLERK,
Minister of Labour.

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H. Meyer

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