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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1218.] [30 May 1952.
INDUSTRIAL CONCILIATION ACT, 1937.

LAUNDRY, DRY CLEANING AND DYEING TRADE, TRANSVAAL.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Dry Cleaning and Dyeing Trade, shall be binding from the first Monday after the date of publication of this notice and for the period ending the 30th day of June, 1953, upon the employers' organisations and the trade union which entered into the said agreement and upon the employers and employees who are members of those organisations or that trade union.
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 19 (inclusive), 21 to 24 (inclusive) and 26 of the said Agreement shall be binding from the first Monday after the date of publication of this notice and for the period ending the 30th day of June, 1953, upon the other employers and employees engaged or employed in the said trade in the municipal area of Johannesburg; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the municipal area of Johannesburg and from the first Monday after the date of publication of this notice and for the period ending the 30th day of June, 1953, the provisions contained in clauses 1, 3 to 19 (inclusive), 21 to 24 (inclusive) and 26 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said trade as are not included in the definition of the expression "employee", contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1218.] 30 Mei 1952.
NYWERHEID-VERSOENINGSWET, 1937.

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

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiertoe verskyn en op die Wassery-, Droogskoonmaak- en Kleurbedryf betrekking het, vanaf die eerste Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 30ste dag van Junie 1953 bindend is vir die werkgewersorganisasies en die va'tvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasies of daardie vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 19, 21 tot en met 24 en 26 van genoemde Ooreenkoms vanaf die eerste Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 30ste dag van Junie 1953 bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die munisipale gebied Johannesburg; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 19, 21 tot en met 24 en 26 van genoemde Ooreenkoms vanaf die eerste Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 30ste dag van Junie 1953 in die munisipale gebied Johannesburg *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf wat nie by die woordomskriving van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

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

AGREEMENT

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

Transvaal Launderers' Cleaners' and Dyers' Association, Johannesburg Dry Cleaners' and Dyers' Association (hereinafter called the "employers" or "employers' organisation") of the one part, and the

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Municipal Area of Johannesburg by all employers who are members of the employers' organisation and are engaged in the laundry, dry cleaning and domestic dyeing trade and by all employees who are members of the trade union and are employed in the trade and for whom minimum wages are prescribed in this Agreement, and who are in receipt of a wage not exceeding fifty pounds per month, excluding cost of living allowance and commission.

2. PERIOD OF OPERATION OF AGREEMENT.

The Agreement shall come into operation on such date as may be specified by the Minister of Labour and shall remain in force until the 30th June, 1953, or for such period as may be determined by him.

3. DEFINITIONS.

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

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

(A) General.

"Act" means the Industrial Conciliation Act, 1937;

"Agreement" means the Agreement published and made binding upon employers and employees in the Laundering, Dry Cleaning and Dyeing trade in accordance with the provisions of the Industrial Conciliation Act of 1937;

"basic wage" means that portion of remuneration exclusive of cost of living allowance, payable in money in terms of section 4 (1) to an employee in respect of his ordinary hours of work;

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

"cavasser or vanman" means an employee who is engaged in inviting, soliciting or canvassing new or repeat orders for goods to be laundered, dry cleaned or dyed and who may collect goods for laundering, cleaning or dyeing and may deliver goods to customers and accept payment in respect thereof;

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

"chargehand" means an employee who under the supervision of a foreman, forewoman, cleaner or dyer is in charge of a group or section of employees whose basic prescribed wages do not exceed 49s. 6d. per week.

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

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

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

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

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

"Council" means the Industrial Council for the Laundry, Dry Cleaning and Dyeing Trade (Transvaal), registered in terms of the Industrial Conciliation Act, 1937;

"delivery hand" means an employee who collects or delivers, on specific written instructions, messages and/or parcels on foot and/or per bicycle;

"driver of an animal-drawn vehicle" means an employee other than a cavasser or vanman who is engaged in driving an animal-drawn vehicle, and who cleans animals and/or vehicles;

BYLAE.

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

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit deur—

„Transvaal Launderers', Cleaners' and Dyers' Association", „Johannesburg Dry Cleaners' and Dyers' Association" (hierna „die werkgewers" of die „werkgewersorganisasie" genoem), aan die een kant, en

„National Union of Laundering, Cleaning and Dyeing Workers" (hierna „die werknemers" of die „vakvereniging" genoem), aan die ander kant,

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied van Johannesburg nagekom word deur alle werkgewers in die bedryf van wassery, droogskoonmaakery en huishoudelike kleurwerk wat lede van die werkgewersorganisasies is, en deur alle werknemers wat lede van die vakvereniging en in daardie bedryf in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word en wat hoogstens vyftig pond per maand aan lone ontvang (lewenskostetoelae en kommissie uitgesluit).

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid vasgestel word, en bly van krag tot 30 Junie 1953 of vir die termyn wat hy mag vasstel.

3. WOORDBEPALING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf word, dra dieselfde betekenis as in die Wet. Verwysing na 'n wet sluit alle wysigings van so 'n wet in, en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook vroue in; voorts, tensy strydig met die samehang, beteken—

(A) Algemeen.

„Wet", die Nywerheid-versoeningswet, 1937;

„Ooreenkoms", die Ooreenkoms wat, ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, afgekondig en vir werkgewers en werknemers in die Wassery-, Droogskoonmaak- en Kleurbedryf bindend gemaak word;

„basiese loon", daardie gedeelte van die besoldiging (met uitsondering van lewenskostetoelae) wat, ooreenkomstig artikel 4 (1), aan 'n werknemer ten opsigte van sy gewone werkure in geld betaal moet word;

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

„bestellingwerwer of bestelwaman", 'n werknemer wat nuwe bestellings of riabestellings vir die was, droogskoonmaak of kleur van goedere vra, versoek of werf, en wat goedere haal om gewas, skoongemaak of gekleur te word en goedere aan kliente aflewer en betaling ten opsigte daarvan kan aanneem;

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

„onderbaas", 'n werknemer wat, onder toesig van 'n voorman, voorvrou, skoonmaker of kleurder, die beheer het oor 'n groep of afdeling werknemers wie se voorgeskrewe basiese lone hoogstens £2. 9s. 6d. per week bedra;

„klerklike werknemer", 'n werknemer (behalwe 'n faktuurklerk of aantekenaar) wat algemene kantoorwerk doen waarby skryfwerk, tikwerk of enige ander vorm van klerklike werk betrokke is, en ook 'n magasynman, 'n kassier, 'n tikker, en 'n loonklerk;

„klerklike werknemer, manlik, gekwalifiseer", 'n manlike klerklike werknemer met minstens drie jaar ervaring;

„klerklike werknemer, manlik, ongekwalifiseer", 'n manlike klerklike werknemer met minder as drie jaar ervaring;

„klerklike werknemer, vroulik, gekwalifiseer", 'n vroulike klerklike werknemer met minstens drie jaar ervaring;

„klerklike werknemer, vroulik, ongekwalifiseer", 'n vroulike klerklike werknemer met minder as drie jaar ervaring;

„Raad", die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal), geregistreer ingevolge die Nywerheid-versoeningswet, 1937;

„afleweringsbode", 'n werknemer wat, ingevolge spesifieke skriftelike opdragte, boodskappe en/of pakkette te voet of per fiets haal of aflewer;

„dierevoertuigdrywer", 'n werknemer (behalwe 'n bestellingwerwer of bestelwaman) wat 'n dierevoertuig dryf en wat diere en/of voertuie skoonmaak;

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

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

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

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

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

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

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

"invoice clerk, qualified," means an invoice clerk who has had not less than 18 months' experience;

"invoice clerk, unqualified," means an invoice clerk who has had less than 18 months' experience;

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

"juvenile" means an employee under 18 years of age engaged in the work performed by a labourer;

"labourer" means an employee, other than a casual employee, who is engaged in any of the following:—

- (a) stirring a dye solution during the process of dyeing;
- (b) wrapping and tying of parcels;
- (c) sweeping, polishing and keeping buildings clean;
- (d) making and serving tea or other refreshment;
- (e) assisting a mechanic or farrier or maintenance man, but shall not use tools himself in rendering such assistance unless on unskilled work under the direct supervision of such mechanic, farrier or maintenance man;
- (f) brushing articles prior to processing;
- (g) carrying articles from one department of an establishment to another;

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

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

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

"overtime", all hours worked in excess of the ordinary hours of work shall be deemed to be overtime;

"part-time driver" means an employee engaged in driving a motor vehicle for not more than 12 hours in any week, and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive;

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

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

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

"receiving depot attendant, qualified," means a receiving depot assistant who has had not less than 18 months' experience;

"receiving depot attendant, unqualified," means a receiving depot assistant who has had less than 18 months' experience;

"recorder" means an employee other than a clerical employee engaged in weighing or counting and recording quantities; recording times and other particulars relating to production and the progress of work through the factories, and preparing loads for the process; or in booking out parcels and/or completing stereotyped forms for costing or record purposes;

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

"motorvoertuigbestuurder", 'n werknemer (behalwe 'n bestellingwerwer of bestelwaman) wat 'n motorvoertuig bestuur, —by die toepassing van welke omskrywing daar onder „'n motorvoertuig bestuur" ook begrepe word alle tydperke wat bestuur word, en die tyd wat die bestuurder aan werk in verband met die voertuig of die vraag bestee, en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te bestuur;

"inrigting", 'n perseel waarin, of in verband waarmee, een of meer werknemers in diens is in enige werksaamheid betrokke by wassery, skoonmaakery of kleurwerk, met inbegrip van 'n ontvangdepôt en/of 'n voertuig;

"ondersoeker", 'n werknemer wat goedere wat gewas, skoon-gemaak of gekleur is, na voltooiing van die betrokke prosesse nasien om foute of beskadigde plekke te soek;

"ervaring", die totale tydperk of tydperke van diens wat 'n werknemer het in die bepaalde werk wat hy doen;

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

"voorvrou", 'n werknemer wat die beheer oor die werknemers in 'n inrigting het, en wat daarvoor verantwoordelik is dat hulle hul werk behoorlik moet verrig;

"faktuurklerk", 'n werknemer wat artikels en pryse op die firma se fakture inskryf;

"faktuurklerk, gekwalifiseer", 'n faktuurklerk met minstens 18 maande ervaring;

"faktuurklerk, ongekwalifiseer", 'n faktuurklerk met minder as 18 maande ervaring;

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

"jeugdige", 'n werknemer onder 18 jaar wat die werk van 'n arbeider verrig;

"arbeider", 'n werknemer (behalwe 'n los werknemer) wat enigen van onderstaande werksaamhede verrig:—

- (a) 'n Kleuroplossing gedurende die kleuringsproses roer;
- (b) pakkette indraai en toebind;
- (c) geboue uitvee, opvrywe en skoon hou;
- (d) tee en ander verversings maak en ronddien;
- (e) 'n werktuigkundige of hoefsmid of onderhoudman bystaan sonder egter self gereedskap by daardie hulpverlening (behalwe by ongeskoolde werk onder regstreekse toetsig van sodanige werktuigkundige, hoefsmid of onderhoudman) te gebruik;
- (f) goedere afborsel voor hulle 'n prosesbehandeling ondergaan;
- (g) goedere van een afdeling na 'n ander afdeling van 'n inrigting dra;

"masjienbediener of -oppasser", 'n werknemer (behalwe 'n perser) wat 'n kragmasjien bedien, oppas, aansit of stopsit en wat so 'n masjien mag voer of daarvan afhaal—waarby die uitdrukking „'n masjien bedien of oppas" 'n ooreenstemmende betekenis dra;

"onderhoudman", 'n werknemer (behalwe 'n werktuigkundige) wat klein reparasies of verstellings aan masjinerie, bedryfsinstallasie, geboue of ander uitrusting uitvoer;

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

"oortyd", alle ure wat daar bo en behalwe die gewone werke-ure gewerk word;

"deeltydse motorvoertuigbestuurder", 'n werknemer wat 'n motorvoertuig vir hoogstens 12 uur in 'n week bestuur—by die toepassing van welke omskrywing daar onder „'n motorvoertuig bestuur" begrepe word alle tydperke wat bestuur word, en tyd wat die bestuurder aan werk in verband met die voertuig of die vraag bestee, en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te bestuur;

"gewone naaiwerker en/of versteller en/of naaister" (behalwe 'n onsigbare herstelwerker), wat kledingstukke of ander geweeftde of gebreide goedere verander of groter reparasies daaraan uitvoer;

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

"ontvangdepôtdienaar", 'n werknemer wat van klante goedere ontvang om gewas, skoonmaak of gekleur te word, en/of wat sulke goedere aan klante teruglewer na die prosesbehandeling daarvan—waarunder ook begrepe word die aanneem van geld vir die prosesbehandeling van sulke goedere, die bank van daardie geld, en/of die verantwoordelikheid om die aantekenwerk van die depôt by te hou;

"ontvangdepôtdienaar, gekwalifiseer", 'n ontvangdepôtdienaar met minstens 18 maande ervaring;

"ontvangdepôtdienaar, ongekwalifiseer", 'n ontvangdepôtdienaar met minder as 18 maande ervaring;

"aantekenaar", 'n werknemer (behalwe 'n klerklike werknemer) wat hoeveelhede weeg of tel en aanteken, aantekening hou van tye en ander besonderhede met betrekking tot die hoeveelheid werk en die voortgang van werk in die bedryfsinrigtings, en ladinge vir behandeling gereedmaak, of wat aantekening van uitgaande pakkette hou en/of stereotipe vorms vir kostevastelling of vir opleggingsdoeleindes inzul;

"korttyd", 'n tydelike vermindering van die getal gewone werke as gevolg van 'n algemene ontwrigting van bedryfsinstallasie of masjinerie of deurdat geboue dreig om in te stort ten gevolge van ongeval of 'n onvoorsiene noodgeval, of weens tydelike slappe in die bedryf of 'n tekort aan grondstowwe;

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

"trade" means, without in any way limiting the ordinary meaning of the expression, the trade carried on in establishments where articles are laundered, cleaned or dyed to the order of customers; and shall include depots where such articles are received in order to be laundered, cleaned or dyed to the order of customers;

"vanboy, animal-drawn vehicle," means an employee who loads and unloads goods or assists a canvasser or driver of an animal-drawn vehicle but does not include the driving of an animal-drawn vehicle or the work of a canvasser/vanman;

"vanboy, motor vehicle," means an employee who loads and unloads goods or assists a canvasser or driver of a motor vehicle, but does not include the driving of a motor vehicle or the work of a canvasser/vanman;

"wage" means that portion of the remuneration payable to an employee in money in respect of the ordinary hours of work laid down in clause 6;

(B) Dry Cleaning Section.

"Checker" means an employee engaged in checking assembled articles after processing with customer's list of the firm's invoice, and who may make a copy of such list or invoice;

"checker, qualified," means a checker who has had not less than 18 months' experience;

"checker, unqualified," means a checker who has had less than 18 months' experience;

"cleaner" means an employee having knowledge of chemicals used in the process of cleaning, and who directs and supervises the work of employees engaged in cleaning articles by spirit, dry cleaning or wet cleaning process in the dry cleaning section of an establishment, and who is responsible for the nature of the treatment to be employed in removing spots or stains from articles, and who compounds, mixes or issues stock solutions to spotters for stain removal;

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

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

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

"invisible mender, qualified," means an invisible mender who has had not less than 18 months' experience;

"invisible mender, unqualified," means an invisible mender who has had less than 18 months' experience;

"marker" means an employee engaged in marking articles for identification and who may examine articles, prior to processing, for damages and classify such articles for processing;

"sorter" means an employee engaged in sorting or assembling articles, after processing, according to their identification marks, and who may verify, prior to ultimate despatch, marks placed on such articles, but shall not include the duties of a checker;

"spotter" means an employee engaged in the removal of stains from articles by means of stock solutions compounded, prepared or issued to him by the cleaner;

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

(C) Laundry Section.

"Calender machine or mangle operator" means an employee who feeds into or takes off or folds articles from a calender machine or mangle;

"checker" means an employee engaged in checking articles with customer's list or the firm's invoice and who may make a copy of such list or invoice;

"checker, qualified," means a checker who has had not less than 18 months' experience;

"checker, unqualified," means a checker who has had less than 18 months' experience;

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

"marker" means an employee engaged in marking articles for identification, and who may classify such articles for processing;

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

"sorter" means an employee engaged in sorting articles according to their identification marks, and who may verify the marks placed on such articles prior to being processed.

"taakwerk", elke stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid of omvang van die gedane werk bereken word;

"bedryf" (onverminderd die gewone betekenis van die uitdrukking) die bedryf wat uitgeoefen word in inrigtings waar goedere op bestelling van klante gewas, skoonmaak of gekleur word, met inbegrip van depôts waar sulke goedere ontvang word om op bestelling van klante gewas, skoonmaak of gekleur te word;

"bestelwabediende, diervoertuig," 'n werknemer wat goedere oplaai en aflaai of wat 'n bestellingwerwer of 'n diervoertuigdrywer bystaan—waaronder egter nie die dryf van 'n diervoertuig of die werk van 'n bestellingwerwer/bestelwaman begrepe is nie;

"bestelwabediende, motorvoertuig," 'n werknemer wat goedere oplaai en aflaai of wat 'n bestellingwerwer of 'n motorvoertuigbestuurder bystaan—waaronder egter nie die bestuur van 'n motorvoertuig of die werk van 'n bestellingwerwer/bestelwaman begrepe is nie;

"loon", daardie gedeelte van die besoldiging wat aan 'n werknemer in geld betaal moet word ten opsigte van die gewone werkure wat in klousule 6 voorgeskryf word.

(B) Afdeling Droogskoonmaakery.

"Nasiener", 'n werknemer wat byeengesamelde goedere, na die prosesbehandeling daarvan, met die lys van die klant of met die firma se faktuur vergelyk, en wat 'n afskrif van daardie lys of faktuur kan maak;

"nasiener, gekwalifiseer," 'n nasiener met minstens 18 maande ervaring;

"nasiener, ongekwalifiseer," 'n nasiener met minder as 18 maande ervaring;

"skoonmaker", 'n werknemer met kennis van chemikalieë, by die skoonmaakproses gebruik, wat beheer het en toesig hou oor die werk van werknemers betrokke in die skoonmaak van goedere deur middel van die bensien-, droogskoonmaak- of natwasproses in die droogskoonmaakafdeling van 'n inrigting, en wat verantwoordelik is vir die toepaslike soort behandeling om kolle of vlekke uit goedere te verwyder, en wat gebruiklike oplossings vir die verwydering van vlekke aanmaak, meng of aan vlekuitalers uitreik;

"kleurder", 'n werknemer wat die beheer het oor en verantwoordelik is vir die kleuringsproses, met inbegrip van die kleurmenging en die regulering van die kleurstoeloplossing se temperatuur;

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

"onsigbare herstelwerker", 'n werknemer wat 'n kledingstuk of ander artikel, uit geweefde of gebreide materiaal gemaak, heelmaak of herstel, met die hand of met 'n masjien, deur toepassing van die hermelyn-, fyndraad- of oorstoppes na gelang van die aard van die skeur in of beskadiging van die materiaal—waaronder ook begrepe is die herstel van sykouse of ander kousstofware deur middel van deurtrekking van die gebreekte drade;

"onsigbare herstelwerker, gekwalifiseer," 'n onsigbare herstelwerker met minstens 18 maande ervaring;

"onsigbare herstelwerker, ongekwalifiseer," 'n onsigbare herstelwerker met minder as 18 maande ervaring;

"merker", 'n werknemer wat artikels vir uitkenning merk en wat artikels, voor die prosesbehandeling daarvan, kan nasien om beskadigings te soek en sulke artikels vir prosesbehandeling kan klassifiseer;

"sorteerder", 'n werknemer wat artikels, na die prosesbehandeling daarvan, volgens hulle uitkenningsmerke sorteer of byeensamel en wat merke wat op daardie artikels aangebring is mag verifieer voordat hulle uitgestuur word—waaronder egter nie die pligte van 'n nasiener begrepe is nie;

"vlekuitaler", 'n werknemer wat deur middel van gebruiklike oplossings wat deur die skoonmaker aangemaak, meng of aan hom uitgereik is, vlekke uit goedere verwyder;

"natskoonmaker of waterborselaar", 'n werknemer wat artikels met die hand was met behulp van 'n borsel, sproeier, doek of spons en seep of 'n seepoplossing of -poeler.

(C) Afdeling Wassery.

"Kalandermasjien- of mangelbediener", 'n werknemer wat artikels in 'n kalander, masjien of mangel voer of dit daaruit neem of dit opvou;

"nasiener", 'n werknemer wat goedere met die lys van die klant of met die firma se faktuur vergelyk, en wat 'n afskrif van daardie lys of faktuur kan maak;

"nasiener, gekwalifiseer," 'n nasiener met minstens 18 maande ervaring;

"nasiener, ongekwalifiseer," 'n nasiener met minder as 18 maande ervaring;

"nasienersassistent of afroeper", 'n werknemer wat pakkette of bondels goedere wat gewas, skoonmaak of gekleur moet word, oopmaak en daardie goedere vir die nasiener uittel of afroep, of wat daardie goedere tel voordat hulle nagesien word;

"merker", 'n werknemer wat artikels vir uitkenning merk en wat daardie artikels vir prosesbehandeling kan klassifiseer;

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

"sorteerder", 'n werknemer wat artikels volgens hulle uitkenningsmerke sorteer, en wat die merke wat op daardie artikels aangebring is, voor die prosesbehandeling daarvan, kan verifieer.

4. REMUNERATION.

(1) The minimum wage in respect of the ordinary hours of work which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows, and employees shall not accept less than such minimum:—

(A) General.

	Per Week.
	£ s. d.
1. Boiler attendant—	
First three months of experience	1 19 9
Thereafter	2 2 3
2. Canvasser	6 0 0
3. Chargehand: Not less than 12s. 9d. per week above the prescribed basic wage for the highest class of employee in the group or section of which he is in charge.	
4. Clerical employee (male)—	
First year of experience	3 3 0
Second year of experience	3 13 0
Third year of experience	4 5 0
Thereafter	5 15 5
5. Clerical employee (female)—	
First year of experience	2 2 9
Second year of experience	2 18 0
Third year of experience	3 3 0
Thereafter	3 12 3
6. Delivery Hand	1 18 3
7. Driver of an animal-drawn vehicle	1 19 9
8. Driver of motor vehicle (other than canvasser)	4 3 0
9. Examiner—	
First three months of experience	1 16 9
Second three months of experience	2 1 9
Thereafter	2 9 6
10. Foreman	7 10 0
11. Forewoman	5 0 0
12. Invoice Clerk (male)—	
First six months of experience	3 3 0
Second six months of experience	3 13 0
Third six months of experience	4 5 0
Thereafter	4 15 0
13. Invoice Clerk (female)—	
First six months of experience	2 2 9
Second six months of experience	2 18 0
Third six months of experience	3 3 0
Thereafter	3 8 0
14. Juvenile	1 5 3
15. Labourer (other than juvenile)	1 18 3
16. Maintenance Man	4 10 0
	Per Hour
	£ s. d.
17. Mechanic	0 3 3
	Per Week.
	£ s. d.
18. Plain Sewer, mender or seamstress	2 4 9
19. Receiving Depot Attendant—	
First six months of experience	2 2 9
Second six months of experience	2 13 0
Third six months of experience	3 3 0
Thereafter	3 8 0
20. Recorder—	
First six months of experience	2 8 0
Second six months of experience	2 13 0
Third six months of experience	2 18 0
Thereafter	3 3 0
21. Telephone Operator	2 18 0
22. Vanboy, animal-drawn vehicle	1 18 3
23. Vanboy, motor vehicle	1 19 9
24. Watchman—	
First 3 months of experience	1 17 3
Thereafter	2 2 3
(B) Dry Cleaning Section.	
1. Benzine or other dry cleaning machine operator	1 19 9
2. Checker—	
First 6 months of experience	2 8 0
Second 6 months of experience	2 13 0
Third 6 months of experience	2 18 0
Thereafter	3 3 0
3. Dyer/Cleaner	7 10 0
4. Hat blocker/shaper—	
First 3 months of experience	1 17 3
Thereafter	2 4 9

4. BESOLDIGING.

(1) Die onderstaande is die minimum loon wat ten opsigte van die gewone werkure deur 'n werkgever aan elke lid van die ondergenoemde klasse van sy werknemers betaal moet word, en werknemers mag nie minder as hierdie minimum aanneem nie:—

(A) Algemeen.

	Per week.
	£ s. d.
1. Ketelbediener—	
eerste drie maande ervaring	1 19 9
daarna	2 2 3
2. Bestellingwerwer	6 0 0
3. Onderbaas: Minstens 12s. 9d. per week meer as die voorgeskrewe basiese loon vir die hoogste klas werknemer in die groep of afdeling waaroor hy die beheer het.	
4. Klerklike werknemer (manlik)—	
eerste jaar ervaring	3 3 0
tweede jaar ervaring	3 13 0
derde jaar ervaring	4 5 0
daarna	5 15 5
5. Klerklike werknemer (vroulik)—	
eerste jaar ervaring	2 2 9
tweede jaar ervaring	2 18 0
derde jaar ervaring	3 3 0
daarna	3 12 3
6. Afloweringsbode	1 18 3
7. Dierovertuigdrywer	1 19 9
8. Motorvoertuigbestuurder (behalwe 'n bestellingwerwer)	4 3 0
9. Ondersoeker—	
eerste drie maande ervaring	1 16 9
tweede drie maande ervaring	2 1 9
daarna	2 9 6
10. Voorman	7 10 0
11. Voorvrou	5 0 0
12. Faktuurklerk (manlik)—	
eerste ses maande ervaring	3 3 0
tweede ses maande ervaring	3 13 0
derde ses maande ervaring	4 5 0
daarna	4 15 0
13. Faktuurklerk (vroulik)—	
eerste ses maande ervaring	2 2 9
tweede ses maande ervaring	2 18 0
derde ses maande ervaring	3 3 0
daarna	3 8 0
14. Jeugdige	1 5 3
15. Arbeider (behalwe 'n jeugdige)	1 18 3
16. Onderhoudman	4 10 0
	Per uur.
	£ s. d.
17. Werktuigkundige	0 3 3
	Per week.
	£ s. d.
18. Gewone naaiwerker, versteller of naaister	2 4 9
19. Ontvangdepôtdienaar—	
eerste ses maande ervaring	2 2 9
tweede ses maande ervaring	2 13 0
derde ses maande ervaring	3 3 0
daarna	3 8 0
20. Aantekenaar—	
eerste ses maande ervaring	2 8 0
tweede ses maande ervaring	2 13 0
derde ses maande ervaring	2 18 0
daarna	3 3 0
21. Telefonis	2 18 0
22. Bestelwabediende, diervoertuig	1 18 3
23. Bestelwabediende, motorvoertuig	1 19 9
24. Wag—	
eerste drie maande ervaring	1 17 3
daarna	2 2 3
(B) Afdeling Droogskoonmaakery.	
1. Bensiën- of ander droogskoonmaakmasjiënbediener	1 19 9
2. Nasiener—	
eerste ses maande ervaring	2 8 0
tweede ses maande ervaring	2 13 0
derde ses maande ervaring	2 18 0
daarna	3 3 0
3. Kleurder/skoonmaker	7 10 0
4. Hoedeblokker/-fatsoeneerder—	
eerste drie maande ervaring	1 17 3
daarna	2 4 9

	Per Week. £ s. d.
5. Invisible Mender—	
First 6 months of experience	2 2 9
Second 6 months of experience	2 13 0
Third 6 months of experience	3 3 0
Thereafter	3 8 0
6. Ironer—	
First 3 months of experience	1 17 3
Thereafter	2 4 9
7. Marker—	
First 3 months of experience	1 16 9
Second 3 months of experience	2 1 9
Thereafter	2 9 6
8. Presser—	
First 3 months of experience	1 17 3
Thereafter	2 4 9
9. Sorter—	
First 3 months of experience	1 16 9
Second 3 months of experience	2 1 9
Thereafter	2 9 6
10. Spotter—	
First 3 months of experience	1 16 9
Second 3 months of experience	2 1 9
Thereafter	2 9 6
11. Wet Cleaner or water brusher—	
First 3 months of experience	1 17 3
Thereafter	1 19 9

(C) Laundry Section.

1. Calender machine or mangle operator	1 18 3
2. Checker—	
First 6 months of experience	2 8 0
Second 6 months of experience	2 13 0
Third 6 months of experience	2 18 0
Thereafter	3 3 0
3. Checkers Assistant—	
First 3 months of experience	1 17 3
Thereafter	2 2 3
4. Ironer—	
First 3 months of experience	1 17 3
Thereafter	1 19 9
5. Marker	2 4 9
6. Presser—	
First 3 months of experience	1 17 3
Thereafter	1 19 9
7. Shirt and Collar machinist	1 19 9
8. Sorter	2 4 9
9. Washing Machine attendant	1 19 9

In reckoning the time worked by a driver of an animal-drawn vehicle, one half-hour is considered reasonable time required for walking an animal round to cool it down after being outspanned.

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

(3) *Differential Wages.*—An employer who requires or permits a member of one class of his employees to perform either in addition to his own work or in substitution thereof, work of another class for which a wage higher than that of his own class is prescribed in sub-clause (1), shall pay to such employee in respect of the whole day on which he performs such work one-fifth or two-elevenths of such higher wage, whichever is applicable; provided that in the case of a part-time driver, the employee shall be paid the higher wage only in respect of the hours actually worked by him on the day concerned; provided further that in classifying an employee he shall be deemed to be in the class in which he is wholly or mainly employed; and provided further that where an employee is paid a differential wage in terms of sub-section (3) of this section on one or more days per week during ten weeks in six consecutive months, he shall thereafter be classified in that class of work performed by him for which the highest wage is prescribed in this section.

The experience of such employee shall be deemed to be one month in the higher grade, unless otherwise provided in this Agreement.

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

	Per week. £ s. d.
5. Onsigbare herstelwerker—	
eerste ses maande ervaring	2 2 9
tweede ses maande ervaring	2 13 0
derde ses maande ervaring	3 3 0
daarna	3 8 0
6. Stryker—	
eerste drie maande ervaring	1 17 3
daarna	2 4 9
7. Merker—	
eerste drie maande ervaring	1 16 9
tweede drie maande ervaring	2 1 9
daarna	2 9 6
8. Perser—	
eerste drie maande ervaring	1 17 3
daarna	2 4 9
9. Sorteerder—	
eerste drie maande ervaring	1 16 9
tweede drie maande ervaring	2 1 9
daarna	2 9 6
10. Vlekuithaler—	
eerste drie maande ervaring	1 16 9
tweede drie maande ervaring	2 1 9
daarna	2 9 6
11. Natskoonmaker of waterborselaar—	
eerste drie maande ervaring	1 17 3
daarna	1 19 9

(C) Afdeling Wassery.

1. Kalandermasjien- of mangelbediener	1 18 3
2. Nasiener—	
eerste ses maande ervaring	2 8 0
tweede ses maande ervaring	2 13 0
derde ses maande ervaring	2 18 0
daarna	3 3 0
3. Nasienersassistent—	
eerste drie maande ervaring	1 17 3
daarna	2 2 3
4. Stryker—	
eerste drie maande ervaring	1 17 3
daarna	1 19 9
5. Merker	2 4 9
6. Perser—	
eerste drie maande ervaring	1 17 3
daarna	1 19 9
7. Hemde- en boordjistrykmasjienbediener	1 19 9
8. Sorteerder	2 4 9
9. Wasmasjienbediener	1 19 9

By die berekening van die tyd wat 'n dierevoertuigdrywer gewerk het, word 'n halfuur beskou as redelike tyd wat nodig is om 'n diere koud te lei nadat dit uitgespan is.

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

(3) *Differensiële loon.*—'n Werkgewer wat 'n lid van 'n klas van sy werknemers gelas of toelaat om benewens sy eie werk, of in plaas daarvan, werk van 'n ander klas te verrig, waarvoor daar in subklousule (1) 'n hoër loon voorgeskryf word as dié vir sy eie klas, moet aan so 'n werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig, een-vyfde of (na gelang van wat toepaslik is) twee-elfdes van die hoër loon betaal; met dien verstande dat in die geval van 'n deeltydse voertuigbestuurder of -drywer die hoër loon net vir die ure wat 'n werknemer op die betrokke dag inderdaad gewerk het, aan hom betaal hoef te word; met dien verstande voorts dat by die klassifisering van 'n werknemer dit geag moet word dat hy tot dié klas behoort waar 'n hy geheel- of hoofsaaklik werksaam is; en met dien verstande verder dat indien daar aan 'n werknemer 'n differensiële loon ooreenkomstig subklousule (3) van hierdie klousule op een of meer dae in 'n week gedurende tien weke in ses agtereenvolgende maande betaal word, hy geklassifiseer moet word by dié klas waar deur hom verrig gewerk voor die hoogste loon in hierdie klousule voorgeskryf word.

Dit word geag dat so 'n werknemer 'n maand ervaring in die hoër graad opgedoen het, tensy hierdie Ooreenkoms anders bepaal.

(4) (a) *Berekening van maandloon.*—Wanneer die loon wat aan 'n werknemer toekom, maandeliks betaal word kragtens klousule 5, word die bedrag van daardie loon bereken teen vier en 'n derde maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

(b) *Calculation of Hourly Wage.*—The hourly wage of an employee shall be calculated by dividing the weekly wage by 44 or 46, as the case may be.

(5) *Classification.*—In classifying an employee for the purposes of this Agreement he shall be deemed to be in that class in which he is wholly or mainly employed.

(6) *Cost of Living Allowance.*—In addition to the wages prescribed in sub-section (1) of this section employees shall be paid a cost of living allowance equal to the allowance prescribed in War Measure No. 43 of 1942, as amended from time to time.

(7) *Deductions from Cost of Living Allowance.*—No deduction shall be made from the cost of living allowance payable in terms of this regulation, provided that whenever a deduction from the remuneration is permitted by law in respect of any failure of an employee to fulfil the terms of his contract, a corresponding pro rata deduction may be made from the cost of living allowance in respect of the same period.

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

5. PAYMENT OF REMUNERATION.

(1) (a) *Employees other than a Casual Employee.*—Save as provided in clause 7 (3) (a) 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 writing, monthly, during the hours of work on the usual pay day of the factory or on termination of employment if this takes place before the usual pay day and shall be contained in an envelope as per Annexure A to this Agreement.

(b) *Usual Pay Day.*—Where employees are paid weekly the usual pay day shall mean Friday or Saturday.

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

(a) A deduction for holiday, sick insurance, provident, pension or Industrial Council's funds; or subscriptions to an employee's organisation.

(b) Save as provided in clause 7 when his employee absents himself from work or is absent owing to accident or ill-health a deduction proportionate to the period of such absence.

(c) A deduction of any amount which an employer by any law or order of any competent court is required or permitted to make.

(d) When an employee agrees or is required in terms of the Natives (Urban Areas) Act, 1945, or the Native Labour Regulation Act, 1911, to accept from his employer board and/or lodging a deduction not exceeding the amounts specified hereunder:—

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

(c) Whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction in respect of each hour of such reduction of one-fourty-fourth of the weekly wage prescribed in clause 4 (1) in the case of employees working a 44-hour week, and one-fourty-sixth in the case of employees working a 46-hour week; provided that no deduction shall be made—

(i) in the case of short-time arising out of temporary slackness of trade or shortage of raw material, unless the employer has given an employee who is not required to work on any day, notice of that fact not later than closing time of the working day prior to the day on which his services are not required;

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

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

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

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

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

(b) *Berekening van uurloon.*—Die uurloon van 'n werknemer word bereken deur die weekloon deur 44 of (na gelang van die geval) deur 46 te deel.

(5) *Klassifisering.*—Om 'n werknemer by die toepassing van hierdie Ooreenkoms te klassifiseer, word dit geag dat hy tot dié klas behoort waarin hy geheel of hoofsaaklik werksaam is.

(6) *Lewenskostetoelae.*—Benewens die lone wat in subklousule (1) van hierdie klousule voorgeskryf word, moet daar aan werknemers 'n lewenskostetoelae betaal word wat gelykstaan met die lewenskostetoelae wat in Oorlogsmaatregel No. 43 van 1942 (soos van tyd tot tyd gewysig) voorgeskryf word.

(7) *Kortings op lewenskostetoelae.*—Daar mag niks van die lewenskostetoelae wat ingevolge hierdie voorskrif betaalbaar is, afgetrek word nie; met dien verstande dat: wanneer 'n korting op die besoldiging regtens toelaatbaar is ten opsigte van 'n werknemer se versuim om aan die bepalinge van sy kontrak te voldoen, daar 'n soortgelyke *pro rata* korting op die lewenskostetoelae ten opsigte van dieselfde tydperk toegepas kan word.

(8) *Fietstoelae.*—Aan 'n werknemer van wie vereis word om by die verrigting van sy werk sy eie fiets te gebruik, moet daar, benewens die besoldiging wat in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf word, nog minstens twee shillings en ses pennies per week betaal word.

5. BETALING VAN BESOLDIGING.

(1) (a) *Werknemers, behalwe los werknemers.*—Behoudens die bepalinge van klousule 7 (3) (a), moet enige bedrag wat 'n werknemer toekom, behalwe in die geval van 'n los werknemer, weekliks of (as die werkgever en die werknemer skriftelik daartoe ooreengekom het) maandeliks in geld betaal word, gedurende die werkure op die gewone betaaldag van die bedryfsinrigting of by diensbeëindiging as sy diens voor die gewone betaaldag beëindig word, en moet bevat wees in 'n kovert volgens Aanhangsel A van hierdie Ooreenkoms.

(b) *Gewone betaaldag.*—As werknemers weekliks betaal word, is die gewone betaaldag Vrydag of Saterdag.

(2) *Los werknemer.*—'n Werkgever moet die besoldiging wat aan sy werknemer toekom, in geld betaal by diensbeëindiging.

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

(4) *Boetes en kortings.*—'n Werkgever mag geen boetes van sy werknemer hef en mag niks van sy werknemer se besoldiging aftrek nie, behalwe die onderstaande:—

(a) 'n Korting vir vakansie-, siekte, versekerings-, voorsorg- of nywerheidsraadfondse, of 'n bedrag van 'n werknemers-organisasie.

(b) Behoudens die bepalinge van klousule 7, wanneer 'n werknemer van sy werk wegbly of weens ongeval of siekte afwesig is, 'n korting eweredig aan die tydperk van sodanige afwesigheid.

(c) 'n Bedrag wat 'n werkgever regtens of kragtens bevel van 'n bevoegde hof moet of kan afrek.

(d) Wanneer 'n werknemer toestem, of kragtens die Naturelle (Stadsgebiede) Wet, 1945, of die Naturellearbeid Reguleringswet, 1911, verplig is, om van sy werkgever kos en/of huisvesting aan te neem, 'n korting hoogstens ten bedrae van ondergenoemde:—

	Per week.			Per maand.		
	£	s.	d.	£	s.	d.
Kos	0	3	0	0	13	0
Huisvesting	0	2	0	0	8	8
Kos en huisvesting	0	5	0	1	1	8

(e) Wanneer die gewone werkure, in klousule 6 voorgeskryf, vanweë korttyd verminder word, 'n korting ten opsigte van elke uur vermindering, ten bedrae van 'n vier-en-veertigste (in die geval van werknemers wat 'n week van 44 uur werk) of 'n ses-en-veertigste (in die geval van werknemers wat 'n week van 46 uur werk) van die weekloon wat in klousule 4 (1) voorgeskryf word; met dien verstande dat daar niks afgetrek mag word nie—

(i) in die geval van korttyd ten gevolge van tydelike slappe in die bedryf of tekort aan grondstowwe, tensy die werkgever aan 'n werknemer wat op 'n bepaalde dag nie hoeft te werk nie, kennis daarvan gegee het op sy laatste met uitskeiend op die werkdag voor die dag waarop sy dienste nie vereis word nie;

(ii) ten opsigte van die eerste uur wat nie gewerk word nie in die geval van korttyd as gevolg van 'n algemene ontworting van bedryfsinstallasie of masjinerie of deurdat geboue dreig om in te stort ten gevolge van 'n ongeval of ander onvoorsiene noodgeval, tensy die werkgever die vorige dag aan sy werknemer kennis gegee het dat daar geen werk beskikbaar sal wees nie.

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

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer (behalwe 'n los werknemer) is hoogstens die onderstaande:—

(A) In die geval van 'n werknemer wat nie 'n bestellingwerwer of bestelwaman, 'n motorvoertuigbestuurder, 'n dierevoertuigdrywer, 'n bestelwabiende op 'n motorvoertuig, 'n bestelwabiende op 'n dierevoertuig, 'n afleweringsbode of 'n nagwag is nie, of wat nie uitsluitlik goedere aflewer nie—

(a) Vier-en-veertig uur in 'n week vanaf Maandag tot en met Saterdag;

(b) eight in any day; provided that—

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

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

The usual hours of work of employees in an establishment need not necessarily fall within the same clock hours; provided that not more than 9½ hours normal time be worked in any one day by any employee.

The normal hours of work other than a night-shift, shall fall between 6 a.m. and 6 p.m.

"Night shift" means a shift commencing between the hours of 6 p.m. and 6 a.m.

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

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

(b) ten in any day;

provided that it being considered that in the case of a driver of an animal-drawn vehicle half an hour overtime is a sufficient period out of the total of overtime worked in any day for the purpose of cooling down an animal returning from a round, if such cooling down takes place after ordinary hours of work.

(C) In the case of a night-watchman—

(a) seventy hours per week over a period of seven days;

(b) ten hours in any day.

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

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

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

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

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

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

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

where such period is longer than three and a half hours; during which the employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

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

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

(7) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than ten hours in any week.

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

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

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

(c) to work overtime for more than two hours on any day;

(d) to work overtime for more than sixty days in any year;

(e) to work overtime on more than three consecutive days;

(f) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless she has—

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

(ii) provided such employee with an adequate meal before the commencement of such overtime; or

(iii) paid to such employee two shillings in sufficient time to enable her to obtain a meal before the overtime is due to commence.

(b) agt op 'n dag;

met dien verstande dat—

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

(ii) wanneer daar op nie meer as vyf dae in 'n week gewerk word nie, die beperking van agt uur per dag met hoogstens een en 'n kwart uur oorskry kan word;

mits die gewone werkure deur sodanige verlenging nie meer as vier-en-veertig in 'n week beloop nie.

Die gewone werkure van werknemers in 'n inrigting hoef nie eenders volgens horlosietyd te val nie, mits 'n werknemer op één dag hoogstens 9½ uur normale tyd werk.

Die normale werkure, behalwe van 'n nagskof, moet tussen 6 vm. en 6 nm. val.

„Nagskof” beteken 'n skof wat tussen sesuur nm. en sesuur vm. begin.

(B) In die geval van 'n werknemer wat in diens is as 'n bestellingwerwer, bestelwaman, 'n motorvoertuigbestuurder, 'n dierevoertuigdrywer, 'n bestelwabediende op 'n motorvoertuig, 'n bestelwabediende op 'n dierevoertuig, of 'n afleweringsbode, of wat uitsluitlik goedere aflewer—

(a) ses-en-veertig uur in 'n week vanaf Maandag tot en met Saterdag;

(b) tien op 'n dag;

met dien verstande dat in die geval van 'n dierevoertuigdrywer 'n halfuur oortyd van die totale oortyd wat op een dag gewerk word, as voldoende tyd beskou moet word om 'n diere wat van 'n rondte teruggekeer het, koud te lei, as dit na die gewone werkure koudgelei word.

(C) In die geval van 'n nagwag—

(a) sewentig uur per week gedurende 'n tydperk van sewe dae;

(b) tien uur op 'n dag.

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

(3) *Onderbrekings vir etc.*—'n Werkgewer mag sy werknemer nie gelas of toelaat om langer as vyf uur aaneen op 'n dag te werk sonder 'n pouse van minstens een uur waarin daar nie gewerk mag word nie, en so 'n pouse word nie as deel van die gewone werkure of vir oortyd gereken nie; met dien verstande—

(a) dat as die pouse langer as 'n uur duur, enige tydperk bo een en 'n kwart uur as deel van die gewone werkure of (na gelang van die geval) vir oortyd gereken moet word;

(b) dat tye wat gewerk word met 'n korter onderbreking as een uur, as aaneenlopende gaag moet word.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers wat in of by sy inrigting werk (behalwe 'n bestellingwerwer of bestelwaman, 'n motorvoertuigbestuurder, 'n dierevoertuigdrywer, of 'n werknemer wat goedere aflewer), 'n ruspouse van minstens tien minute toestaan so na as moontlik—

(a) in die middel van die eerste werktydperk gedurende die dag;

(b) in die middel van die tweede werktydperk gedurende die dag;

wanneer die werktydperk langer as drie en 'n half uur duur, gedurende welke pouse die werknemer nie gelas of toegelaat mag word om enige werk te verrig nie, en die ruspouse word as deel van die gewone werkure gereken.

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

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

(7) *Beperking van oortyd.*—'n Werkgewer mag nie sy werknemer gelas om meer as tien uur oortyd in 'n week te werk nie.

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

(a) tussen sesuur nm. en sesuur vm. te werk;

(b) op meer as vyf dae in 'n week na eenuur nm. te werk;

(c) op een dag meer as twee uur oortyd te werk;

(d) in een jaar meer as sestig dae oortyd te werk;

(e) op meer as drie agtereenvolgende dae oortyd te werk;

(f) op een dag meer as 'n uur oortyd na voltooiing van haar gewone werkure te werk, tensy hy—

(i) voor twaalfuur middag kennis daarvan aan die werknemer gegee het; of

(ii) aan die werknemer ete genoeg verskaf het voordat die oortydwerk begin word; of

(iii) twee sjelings aan die werknemer betyds betaal het om haar in staat te stel om ete te verkry voordat die oortydwerk begin moet word.

(9) *Payment for Overtime.*—An employer shall pay to his employee remuneration at a rate not less than one and a half times ordinary rates of remuneration including cost of living allowance in respect of all overtime worked by such employee; provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during that week shall be adopted.

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

(11) *Savings.*—The provisions of sub-clauses (2), (3), (4) and (7) of this clause shall not apply to a watchman and the provisions of sub-clauses (3), (4), (5) and (7) shall not apply to a male employee employed on work necessitated by a breakdown of plant or machinery or other unforeseen emergency.

7. ANNUAL LEAVE, PUBLIC HOLIDAYS AND SUNDAYS.

(1) An employer shall grant in respect of each completed year of employment with him—

- (a) to all employees except night-watchmen, three consecutive weeks' leave;
- (b) in the case of night-watchmen, four consecutive weeks' leave;

and shall in respect of each week thereof pay such employee an amount not less than the weekly wage which he was receiving immediately before the commencement of such leave. It shall be a further condition that an employer keep on his premises an Alphabetic Employment Register and an Annual Leave Pay Register (divided into calendar months) as set out in Annexures F and G of this Agreement.

(2) The leave to which an employee is entitled in terms of sub-clause (1) shall be granted at a time to be fixed by the employer; provided that if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates.

(3) (a) An employee who in any one year of employment with the same employer has completed more than one month's employment and whose employment terminates before the completion of such year of employment shall upon such termination, be paid in respect of each completed month of employment an amount of not less than the weekly remuneration which the employee was receiving immediately prior to the date of such termination, divided by—

- (i) in the case of all employees except night-watchman, divided by four;
- (ii) in the case of night-watchman, divided by three;

provided that after one month's employment, half a month or over shall be reckoned as employment for a full month for the purpose of calculating leave pay payable, and "half a month" shall mean any period of fifteen consecutive calendar days, irrespective of working days.

(b) An employee who has become entitled to a prior period of leave, in terms of sub-clause (1) and whose employment terminated before such leave had been granted, shall upon such termination, be paid in respect of each week thereof an amount not less than the weekly remuneration which the employee was receiving immediately prior to the date of such termination; provided that if employment with any employer ceases on account of the employer having sold or transferred his business for reasons other than insolvency the provisions of this clause shall not apply if the employee continues to be employed by the new employer in the same establishment and in the same capacity and for the purpose of this section any employment with the previous employer in respect of which no leave payment is made by the said employer in terms of this sub-clause shall be deemed to be employment with the new employer.

(4) If Good Friday, May Day, Day of the Covenant, Christmas Day and New Year's Day fall within the period of leave referred to in sub-clause (1) such day shall be added to the said period as a further period of leave on full pay. In addition to the leave prescribed in sub-clause (1), in the event of an employer closing his establishment for a period which includes Day of the Covenant, Christmas Day or New Year's Day, such employer shall pay to each of his employees in his employ on the date he so closes his establishment a full day's wage plus cost of living allowance in respect of each such day.

(5) In addition to the leave prescribed in sub-clause (1) an employee shall be entitled to and be granted leave on full pay on Good Friday, May Day, Day of the Covenant, Christmas Day and New Year's Day.

(6) Notwithstanding anything in sub-clause (5) contained, if the exigencies of trade so require an employee may be employed on Good Friday, May Day, Day of the Covenant, Christmas Day, New Year's Day, and whenever an employee works on such day, his employer shall pay him his remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

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

(9) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortyd wat die werknemer werk, besoldig teen 'n skaal van minstens anderhalfmaal die gewone besoldigingskaal met inbegrip van lewenskostetoelae; met dien verstande dat wanneer daar 'n verskil is tussen oortyd soos op 'n daaglikse basis bereken en oortyd soos op 'n weeklikse basis bereken, die basis wat die meeste oortyd gedurende daardie week gee, aangeneem moet word.

(10) Geen werknemer word weens sy weiering om oortyd te werk summier ontslaan of ten opsigte van sy diens benadeel nie.

(11) *Voorbehoude.*—Die bepalinge van subklousule (2), (3), (4) en (7) van hierdie klousule is nie op 'n wag van toepassing nie, en die bepalinge van subklousule (3), (4), (5) en (7) is nie op 'n werknemer wat werk verrig wat deur ontwinging van bedryfsinstallasie of masjinerie of deur 'n ander onvoorsiene noodgeval genoodsaak word, van toepassing nie.

7. JAARLIKSE VERLOF, OPENBARE VAKANSIEDAE EN SONDAE.

(1) 'n Werkgewer moet ten opsigte van elke voltooide jaar diens by hom—

- (a) drie agtereenvolgende weke verlof toestaan aan alle werknemers behalwe nagwagte;
- (b) in die geval van nagwagte, vier agtereenvolgende weke verlof toestaan;

en hy moet ten opsigte van elke week verlof minstens die bedrag van die weekloon wat die werknemer onmiddellik voor die aanvang van sodanige verlof ontvang het, aan hom betaal. Voorts is dit 'n voorwaarde dat 'n werkgewer in sy inrigting 'n Alfabetiese Diensregister en 'n Register van Betalings tydens Jaarlikse Verlof (volgens kalendermaande ingedeel) soos in Aanhangsels F en G van hierdie Ooreenkoms uiteengesit, moet hou.

(2) Die verlof waarop 'n werknemer reg het kragtens subklousule (1), word in 'n tyd wat die werkgewer bepaal, toegestaan; met dien verstande dat as sodanige verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word.

(3) (a) Aan 'n werknemer wat meer as 'n maand diens in 'n diensjaar by dieselfde werkgewer voltooi het, en wie se diens voor die voltooiing van daardie diensjaar eindig, moet daar, by die diensbeëindiging, ten opsigte van elke voltooide maand diens betaling geskied van minstens die bedrag van die weekloon wat die werknemer onmiddellik voor die datum van die diensbeëindiging ontvang het, gedeel deur—

- (i) vier in die geval van alle werknemers behalwe nagwagte;
- (ii) drie in die geval van nagwagte;

met dien verstande dat na 'n maand diens die helfte of 'n groter gedeelte van 'n maand gereken word as diens van 'n volle maand by die berekening van die verlofbetaling wat gedoen moet word, en dat die helfte van 'n maand 'n tydperk van vyftien agtereenvolgende dae beteken, hetsy werkdae of nie.

(b) Aan 'n werknemer wat reeds tot 'n verloftydperk kragtens subklousule (1) geregtig geword het, en wie se diens eindig voordat daardie verlof toegestaan is, moet daar, by die diensbeëindiging, ten opsigte van elke week daarvan betaling geskied van minstens die bedrag van die weeklikse besoldiging wat die werknemer onmiddellik voor die datum van die diensbeëindiging ontvang het; met dien verstande dat as die diens by 'n werkgewer eindig deurdat die werkgewer sy besigheid verkoop of oorgemaak het om 'n ander rede as insolvensie, die bepalinge van hierdie klousule nie van toepassing is nie as die werknemer in dieselfde inrigting en in dieselfde hoedanigheid in diens by die nuwe werkgewer bly; en by die toepassing van hierdie klousule word diens by die vorige werkgewer ten opsigte waarvan geen verlofbetaling deur sodanige werkgewer gedoen is nie, gereken as diens by die nuwe werkgewer.

(4) As Goeie-Vrydag, Meidag, Geloftedag, Kersdag of Nuwejaarsdag in die verloftydperk val wat in subklousule (1) genoem word, moet dié dag aan daardie tydperk toegevoeg word as verdere verloftyd met volle besoldiging. Benewens die verlof wat in subklousule (1) voorgeskryf word, moet 'n werkgewer, as hy sy inrigting toemaak vir 'n tydperk wat Geloftedag, Kersdag of Nuwejaarsdag insluit, die volle dagloon met lewenskostetoelae ten opsigte van elke sodanige dag betaal aan elkeen van die werknemers in sy diens op die datum wanneer hy sy inrigting aldus toemaak.

(5) Benewens die verlof wat in subklousule (1) voorgeskryf word, is 'n werknemer geregtig tot, en moet daar aan hom toegestaan word, verlof met volle besoldiging op Goeie-Vrydag, Meidag, Geloftedag, Kersdag en Nuwejaarsdag.

(6) Ondanks die bepalinge van subklousule (5), kan 'n werknemer, as die bedryfsnoodsaaklikhede dit vereis, aan die werk gehou word op Goeie-Vrydag, Meidag, Geloftedag, Kersdag en Nuwejaarsdag; en wanneer 'n werknemer op een van dié dae werk, moet sy werkgewer aan hom betaling laat toekom van sy besoldiging ten opsigte van die totale tyd wat hy op so 'n dag gewerk het, benewens die besoldiging waarop hy aanspraak sou gehad het as hy nie aldus gewerk het nie.

Verlofbesoldiging.—Die besoldiging ten opsigte van jaarlikse verlof, in subklousule (1) genoem, moet op sy laaste op die laaste werkdag voor die datum wanneer die verlof begin, betaal word.

(7) Whenever an employee works on a Sunday his employer shall either—

(A) In the case of an employee referred to in sub-clause (1) (A) of clause 6 of this Agreement—

(a) pay to him not less than the weekly wage which the employee was receiving immediately prior to such work, divided by two and a half in the case of an establishment which observes a five-day week, or by three in the case of an establishment which observes a six-day week; or

(b) pay to him not less than one and a half times the weekly wage which the employee was receiving immediately prior to such work divided by forty-four for each hour, or part of an hour so worked, and grant to him within seven days of such Sunday one day's leave and pay to him in respect thereof not less than the weekly wage prescribed in clause 4 (1) for an employee of his class—

(i) divided by two-elevenths in the case of an establishment which observes a six-day week;

(ii) divided by five in the case of an establishment which observes a five-day week.

(B) In the case of an employee referred to in sub-clause (1) (B) of clause 6 of this Agreement—

(a) pay to him not less than the weekly wage which the employee was receiving immediately prior to such work, divided by two and a half in the case of an establishment which observes a five-day week, or by three in the case of an establishment which observes a six-day week; or

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

(i) divided by two-elevenths in the case of an establishment which observes a six-day week;

(ii) divided by five in the case of an establishment which observes a five-day week.

(8) For the purpose of this clause the expression "employment" shall be deemed to include any period or periods of absence amounting in the aggregate to not more than thirty days in any one year and shall be deemed to commence—

(a) from the date on which the employee enters the employer's service; or

(b) from the date on which the employee last became entitled to annual leave, whichever may be the later.

(9) The provision of this clause shall not apply to a casual employee.

8. SICK BENEFIT FUND.

(1) There is hereby continued a Sick Benefit Fund, as established previously between employers and employees in the Industry known as the Transvaal Laundry and Dry Cleaning Workers' Sick Benefit Fund, in this section referred to as "the Fund". The fund shall be financed out of contributions in terms of sub-section (3) and the assets of the original Sick Benefit Fund established under Government Notice No. 15 of the 8th January, 1943.

(2) Members of the fund shall be any employee covered by this Agreement who is actively employed in the trade and who in terms of sub-clause (3) of this clause has paid in one week's contribution to the fund; provided that—

(a) casual employees shall not be eligible for membership;

(b) employees in receipt of wages in excess of £50 per month, but excluding cost of living allowance and commission shall not be eligible for membership.

(3) Notwithstanding anything contained in clause 4 of this Agreement, for the purposes of the fund each employer shall on the pay day of each week as and from the first pay day after this Agreement comes into operation deduct from the remuneration of each employee in his employ an amount of—

(a) in the case of employees earning under £6 basic weekly wage, 4d. and contribute 4d.;

(b) in the case of an employee earning £6 or over basic weekly wage (but not more than £50 per month basic), 7d. and contribute 7d.;

provided that no such deduction shall be made from the remuneration of casual employees. The total amount collected under this section shall be forwarded to the Secretary of the Fund, P.O. Box 1609, Johannesburg, by the employer together with a statement showing the number of employees from whom the deduction was made, within one week after the day on which such deduction fell due.

(7) Wanneer 'n werknemer op 'n Sondag werk, moet sy werk-gewer—

(A) in die geval van 'n werknemer wat in subklousule (1) (A) van klousule 6 van hierdie Ooreenkoms genoem word, betaling aan hom laat toekom van—

(a) minstens die weekloon wat die werknemer onmiddellik voor daardie werk ontvang het, gedeel deur twee en 'n half in die geval van 'n inrigting wat vyf werkdade in die week het, of deur drie in die geval van 'n inrigting wat ses werkdade in die week het; of

(b) minstens anderhalfmaal die weekloon wat die werknemer onmiddellik voor daardie werk ontvang het, deur vier-en-veertig gedeel, vir elke uur of gedeelte daarvan wat hy aldus werk, benewens hom binne sewe dae na daardie Sondag een dag verlof toe te staan met betaling aan hom, ten opsigte daarvan, van minstens die weekloon wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf word, gedeel deur—

(i) twee-elfdes in die geval van 'n inrigting wat ses werkdade in die week het; of

(ii) vyf in die geval van 'n inrigting wat vyf werkdade in die week het;

(B) in die geval van 'n werknemer wat in subklousule (1) (B) van klousule 6 van hierdie Ooreenkoms genoem word, betaling aan hom laat toekom van—

(a) minstens die weekloon wat die werknemer onmiddellik voor daardie week ontvang het, gedeel deur twee en 'n half in die geval van 'n inrigting wat vyf werkdade in die week het, of deur drie in die geval van 'n inrigting wat ses werkdade in die week het; of

(b) minstens anderhalfmaal die weekloon wat die werknemer onmiddellik voor daardie werk ontvang het, deur ses-en-veertig gedeel, vir elke uur of gedeelte daarvan wat hy aldus werk, benewens hom binne sewe dae na daardie Sondag een dag verlof toe te staan met betaling aan hom, ten opsigte daarvan, van minstens die weekloon wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf word, gedeel deur—

(i) twee-elfdes in die geval van 'n inrigting wat ses werkdade in die week het; of

(ii) vyf in die geval van 'n inrigting wat vyf werkdade in die week het.

(8) By die toepassing van hierdie klousule word dit geag dat die uitdrukking „diens” enige tydperk of tydperke van afwesigheid insluit wat in die geheel hoogstens dertig dae in 'n jaar beloop, en dat diens begin—

(a) vanaf die datum waarop die werknemer by die werk-gewer in diens tree, of

(b) vanaf die datum waarop die werknemer laaste tot jaarlikse verlof geregtig geword het, na gelang van watter een die jongste datum is.

(9) Die bepalinge van hierdie klousule is nie op 'n los werknemer van toepassing nie.

8. SIEKTEBYSTANDFONDS.

(1) Hierby word bepaal dat daar 'n siektebystandfonds, soos tevore gestig deur werkgevers en werknemers in die bedryf, bly voortbestaan met die naam „The Transvaal Laundry and Dry Cleaning Workers' Sick Benefit Fund”, wat in hierdie klousule „die Fonds” genoem word. Die Fonds word gefinansier uit bydraes ingevolge subklousule (3) en uit bates van die oorspronklike siektebystandfonds wat kragtens Goewermentskennigsgewing No. 15 van 8 Januarie 1943 gestig is.

(2) Elke werknemer wat onder hierdie Ooreenkoms val en daadwerklik in die bedryf in diens is en wat ingevolge subklousule (3) van hierdie klousule een week se bydrae aan die Fonds betaal het, is lid van die Fonds; met dien verstande—

(a) dat los werknemers nie lid kan word nie, en

(b) dat werknemers wat meer as £50 per maand lone ontvang (lewenskostoelae en kommissie uitgesluit), nie lid kan word nie.

(3) Ondanks die bepalinge van klousule 4 van hierdie Ooreenkoms moet elke werkgever, op die betaaldag van elke week vanaf die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms, onderstaande bedrag vir die doeleindes van die Fonds aftrek van die besoldiging van elke werknemer in sy diens:—

(a) In die geval van 'n werknemer wat vir drie dae of langer minder as £6 aan basiese weekloon, benewens self 4d. daartoe by te dra;

(b) 7d. in die geval van 'n werknemer met 'n verdienste van £6 of meer aan basiese weekloon (maar hoogstens £50 per maand basiese loon), benewens self 7d. daartoe by te dra;

met dien verstande dat daar van die besoldiging van 'n los werknemer niks aldus afgetrek mag word nie. Die totaalbedrag wat ingevolge hierdie klousule ingesamel word, moet binne 'n week na die datum waarop sodanige aftrekking moet geskied, deur die werkgever aan die sekretaris van die Fonds, posbus 1689, Johannesburg, aangestuur word tesame met 'n opgawestaat van die getal werknemers ten opsigte van wie die korting toegepas is.

(4) Such funds shall be applied to provide members of the fund with the following benefits:—

- (a) In the case of an employee who is unable to work for three days or more because of sickness, on production of medical certificate, sick pay to the extent of two-thirds of his normal wage (exclusive of cost of living allowance and commission) or £5 per week, whichever is the lesser, shall be payable for a maximum period of 13 weeks per annum as from the date the first payment accrues; provided that such employee has made not less than 13 weekly payments to the fund in terms of sub-clause (3) of this clause.
- (b) Free medical attention and service shall be provided by the fund's doctors; provided that such attention and services shall not include obstetrics, major surgery, X-ray treatment, electrical treatment and midwifery; provided further that midwifery attention and services shall be provided in the case of a miscarriage.
- (c) Free medicines shall be provided on receipt of a prescription from the fund's doctor;
- (d) Free dental services shall be confined to examinations, phylaxis, extractions, fillings (excluding gold work), X-rays and full or partial clearance under general anaesthesia, and shall be provided only by the fund's dentist.
- (e) The cost of dentures shall be met by the fund to the extent of one-quarter of the total cost; provided that such dentures are made by the fund's dentist.
- (f) Free optician's services shall be confined to examinations; provided that such examination is performed by the fund's optician.
- (g) The cost of spectacles shall be met by the fund to the extent of one-half of the total cost; provided that such spectacles are provided by the fund's opticians.

Any provision of this sub-clause notwithstanding, members of the fund shall not receive from the fund any benefits to which they are entitled under Government regulations.

(5) The fund shall be administered by a management committee appointed by the Council, and consist of three representatives of the employers and three of the employees, in accordance with the constitution approved by the Council. Such constitution may be amended at any time by the committee subject to approval by the Council.

(6) The payment of benefits as set out in sub-clause (4) of this clause shall cease whenever the funds available to the fund fall below two hundred and fifty pounds, and shall recommence when the funds available are in excess of £1.000 (one thousand pounds).

(7) Should at any time a dispute arise to the provisions of the constitution or of the administration of the fund in regard to which members of the said committee are equally divided, the matter shall be referred to the Council and failing a settlement by the Council, it shall consider the question of arbitration in terms of its constitution.

(8) In the event of the expiry of this Agreement by effluxion of time, or for any other cause, the fund shall continue to be administered by the committee, until such fund shall be liquidated or until transferred to a fund duly constituted for the same purpose for which the original fund was created.

(9) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the 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 alternatives 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 powers of the committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated in the manner set forth in sub-clause (10) of this section 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 the fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(10) Upon liquidation of the fund in terms of sub-clause (8) of this clause, the money remaining to the credit of the fund after the payment of all claims against the fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

(11) A copy of the constitution and any amendments thereof shall be lodged with the Secretary for Labour, Pretoria.

(12) An auditor or auditors to be appointed by the management committee shall audit the accounts of the fund annually, and not later than June each year prepare a statement showing—

- (a) all moneys received—
 - (i) in terms of sub-section (3) hereof;
 - (ii) from any other sources; and

(4) Bedoelde geldbedrae word gebruik om die bystand wat hieronder genoem word, aan lede van die Fonds te verstrek:—

- (a) In die geval van 'n werknemer wat vir drie dae of langer weens siekte nie kan werk nie, is daar, by vertoning van 'n doktersertifikaat, besoldiging tydens siekte betaalbaar ten bedrae van twee-derdes van sy normale loon (sonder lewenskostetoelae en kommissie) of, na gelang van wat die minste is, £5 per week, vir 'n maksimum tydperk van 13 weke in elke jaar, vanaf die vervaldag van die eerste betaling; met dien verstande dat so 'n werknemer minstens 13 weeklikse bydraes ooreenkomstig subklousule (3) van hierdie klousule in die Fonds gestort het.
- (b) Vry mediese behandeling en dienste word deur die Fonds se geneeshere verskaf; met dien verstande dat sulke behandeling en dienste nie verloskundige dienste, groot chirurgiese operasies, radiologiese behandeling, elektriese behandeling of 'n vroedvrou se dienste insluit nie; met dien verstande voorts dat daar in die geval van 'n miskraam wel verloskundige behandeling en dienste verskaf moet word.
- (c) Vry medisyne word verskaf teen ontvangs van 'n preskripsie van die Fonds se geneesheer.
- (d) Vry tandheelkundige dienste word beperk tot ondersoek, profilakse, tande trek, tande stop (sonder inbegrip van goud), radiologiese dienste, en die uittrek van die gehele gebit of gedeelte daarvan onder algemene narkose, en word slegs deur die Fonds se tandarts verskaf.
- (e) Die koste van kunstande word ten bedrae van een-vierde van die totale koste deur die Fonds bestry, mits die kunstande deur die Fonds se tandarts gemaak word.
- (f) Vry dienste deur 'n gesigkundige word beperk tot ondersoek wat deur die Fonds se gesigkundige gedoen word.
- (g) Die koste van brille word ten bedrae van die helfte van die totale koste deur die Fonds bestry, mits die brille deur die Fonds se gesigkundige verskaf word.

Ondanks die bepaling van hierdie subklousule, kry lede van die Fonds geen bystand daaruit waartoe hulle kragtens Goewermentsregulasies geregtig is nie.

(5) Die Fonds word geadminestreer deur 'n bestuurskomitee, wat deur die Raad aangestel word en uit drie verteenwoordigers van die werkgewers en drie van die werknemers bestaan, ooreenkomstig die konstitusie deur die Raad goedgekeur. Die konstitusie kan te eniger tyd deur die komitee gewysig word, onderworpe aan die goedkeuring van die Raad.

(6) Bystandbetalings volgens voorskrif van subklousule (4) van hierdie klousule, word gestaak wanneer die geld waaroor die Fonds beskik, onder die tweehonderd-en-veertig pond bedra, en word hervat wanneer die beskikbare geld, bo die duisend pond bedra.

(7) Wanneer daar te eniger tyd 'n geskil insake die bepaling van die konstitusie of oor die administrasie van die Fonds ontstaan waaroor daar onder die lede van genoemde komitee 'n staking van stemme plaasvind, word die saak aan die oordeel van die Raad opgedra; en by gebreke van beslegting deur die Raad moet die komitee sy aandaag skenk aan die kwessie van arbitrasie volgens sy konstitusie.

(8) Indien hierdie Ooreenkoms deur tydsverloop of om enige ander rede verval, bly die Fonds onder die administrasie van die komitee totdat die Fonds gelikwider is of totdat dit oorgedra word aan 'n fonds behoorlik gestig met dieselfde doel as die waarmee die oorspronklike fonds gestig is.

(9) Indien die Raad ontbind word of indien hy ophou om te funksioneer gedurende 'n termyn waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, 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 daar in 'n vakature wat in die komitee ontstaan, 'n werkgewer of 'n werknemer in die bedryf (na gelang van die geval) deur die Minister aangestel kan word om gelyke verteenwoordiging en gelyke plaasvervangende verteenwoordiging van werkgewers en werknemers in die ledetal van die komitee te verseker. Indien 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 onuitvoerbaar of onwenslik word volgens die oordeel van die Minister, kan die Minister 'n kurator of kuratore wat vir dié doel met al die bevoegdhede van die komitee beklee sal wees, aanstel om die werksaamhede van die komitee te verrig. By beëindiging van hierdie Ooreenkoms word die Fonds gelikwider soos in subklousule (10) van hierdie klousule bepaal; en a die sake van die Raad reeds beredder en sy bates verdeel is by beëindiging van hierdie Ooreenkoms, word die oorskot van die Fonds volgens die bepaling van artikel vier-en-dertig (4) van die Wet verdeel asof dit deel van die Raad se algemene geldmiddels uitmaak.

(10) By likwidasie van die Fonds ingevolge subklousule (8) van hierdie klousule word die batige oorskot van geld wat in die Fonds oorbly nadat alle vorderings teen die Fonds (met inbegrip van die koste van administrasie en likwidasie) betaal is, by die Raad se algemene geldmiddels gestort.

(11) 'n Eksemplaar van die konstitusie, en van elke wysiging daarvan, word by die Sekretaris van Arbeid, Pretoria, ingedien.

(12) 'n Ouditeur of ouditeurs wat deur die bestuurskomitee aangestel word, ouditeer jaarliks die rekenings van die Fonds en stel nie later nie as in Junie van elke jaar 'n rekeningstaat o wat aantoon—

- (a) watter geldbedrae alles ontvang is—
 - (i) ingevolge subklousule (3) hiervan;
 - (ii) uit alle ander bronne, en

- (b) expenditure incurred under all headings during the twelve months ended 30th December preceding, together with a balance sheet showing the assets and liabilities of the fund.

The audited statement and balance sheet shall thereafter lie for inspection at the office of the fund and copies thereof shall be transmitted to the Secretary for Labour, Pretoria.

9. PROPORTION OR RATIO.

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

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

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

(4) An unqualified clerical employee, invoice clerk, invisible mender, receiving depot assistant or checker, receiving not less than the wage prescribed in clause 4 (1) for a qualified clerical employee, invoice clerk, invisible mender, receiving depot assistant or checker respectively may be deemed to be a qualified clerical employee, invoice clerk, invisible mender, receiving depot assistant or checker, as the case may be.

10. OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in good condition free of charge any overalls and/or protective clothing which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee.

11. 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.

12. CERTIFICATE OF SERVICE.

(1) An employer shall upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee with a certificate of service in the form of Annexure D to this Agreement.

(2) Before engaging an employee, every employer shall require the applicant, if he has been previously employed in the industry, to produce a certificate of service in terms of sub-section (1) hereof, or a certificate signed by the Secretary of the Council specifying the previous experience of the applicant, if any.

(3) Every employer shall submit to the Secretary of the Council within 7 days of the last pay day in the month a return, in the form of Annexure E to this Agreement, showing the names of employees leaving his employ, the names of employees entering his services and the names of employees changing their class of employment.

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) 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) the provisions of any written agreement between employer and employee stipulating for a period of notice in excess of that provided for herein;

an employer or his employee, other than a casual employee, shall give notice, in writing, to take effect for the usual pay day, of his intention to terminate the contract of employment, of not less than—

(i) one week in the case of a weekly-paid employee; and

(ii) one month in the case of a monthly-paid employee.

Provided that in the case of an employee who has been employed in the trade for less than two consecutive weeks, 24 hours notice may be given to terminate his contract of employment. Such notice to take effect from the time that it is given.

(2) In the event of an employer or an employee failing to give notice as provided for in sub-section (1) hereof, he shall pay or forfeit respectively—

(a) in the case of an employee such as referred to in the proviso of sub-section (1) of this section an amount equal to one day's remuneration;

(b) in the case of an employee such as referred to in sub-section 1 (i) of this section, an amount equal to one week's remuneration;

(c) in the case of an employee such as referred to in sub-section 1 (ii) of this section, an amount equal to one month's remuneration.

(b) watter uitgawes daar onder alle hoofde was, gedurende die twaalf maande wat op die 30ste van die vorige Desember geëindig het, tesame met 'n balansstaat wat die bate en laste van die Fonds aantoon.

Die geouditeerde rekeningstaat en balansstaat moet daarna ten kantore van die Fonds ter insae lê, en eksimplare daarvan word aan die Sekretaris van Arbeid, Pretoria, gestuur.

9. GETALLEVERHOUDING.

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

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

(3) By die toepassing van hierdie klousule kan 'n werkgewer wat in sy eie inrigting geheel of hoofsaaklik die werk van 'n skoonmaker, bestuurder, onderhoudman of klerklike werknemer verrig, na gelang van die geval, as 'n skoonmaker, bestuurder, onderhoudman of gekwalifiseerde klerklike werknemer gereken word.

(4) 'n Ongekwalifiseerde klerklike werknemer, faktuurklerk, onsigbare herstelwerker, ontvangdepôtdienaar of nasiener wat minstens die loon ontvang wat in klousule 4 (1) vir onderskeidelik 'n gekwalifiseerde klerklike werknemer, faktuurklerk, onsigbare herstelwerker, ontvangdepôtdienaar of nasiener ontvang, kan na gelang van die geval as 'n gekwalifiseerde klerklike werknemer, faktuurklerk, onsigbare herstelwerker, ontvangdepôtdienaar of nasiener gereken word.

10. OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle oorpakke en/of beskermende klere wat hy sy werknemer mag gelas om te dra of wat hy regtens of kragtens regulasie aan sy werknemer moet verskaf, kosteloos verskaf en in goeie toestand onderhou.

11. VERBOD VAN INDIENSNEEMING VAN PERSONE ONDER VYFTIEN JAAR.

Geen werkgewer mag iemand onder vyftien jaar in diens hê nie.

12. DIENSSERTIFIKAAT.

(1) 'n Werkgewer moet by beëindiging van sy werknemer se dienskontrak (behalwe in die geval van 'n los werknemer) 'n dienssertifikaat aan die werknemer verstrek volgens die vorm in Aanhangsel D van hierdie Ooreenkoms.

(2) Elke werkgewer moet, alvorens 'n werknemer in diens te neem, van die werksoeker, as hy tevore in die bedryf in diens was, vertoning vereis van 'n dienssertifikaat ooreenkomstig subklousule (1) hiervan of 'n sertifikaat, deur die sekretaris van die Raad onderteken, waarin die werksoeker se vorige ervaring (as daar is) uiteengesit word.

(3) Elke werkgewer moet binne 7 dae na die laaste betaaldag in die maand, volgens die vorm in Aanhangsel E van hierdie Ooreenkoms, aan die sekretaris van die Raad 'n opgawe stuur waarin die name van die werkgewers wat uit sy diens getree het, die name van die werkgewers wat by hom in diens getree het, en die name van die werkgewers wat hulle klas werk verwissel het, vermeld word.

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) Behoudens—

(a) die reg van 'n werkgewer of 'n werknemer om sonder kennisgewing 'n dienskontrak te beëindig om 'n gegronde rede wat as voldoende regsgond erken word;

(b) die bepaling van enige skriftelike ooreenkoms tussen werkgewer en werknemer waarby langer kennisgewing beding word as wat hierby bepaal word,

moet 'n werkgewer of sy werknemer (behalwe 'n los werknemer) skriftelik en minstens—

(i) 'n week vooraf in die geval van 'n weeklikse betaalde werknemer, of

(ii) 'n maand vooraf in die geval van 'n maandeliks betaalde werknemer,

met ingang vanaf die gewone betaaldag, kennis gee van sy voorneme om die dienskontrak te beëindig; met dien verstande dat in die geval van 'n werknemer wat vir minder as twee agtereenvolgende weke in die bedryf in diens was, kennisgewing van 24 uur, met ingang vanaf die tydstop wanneer kennisgegee word, toegelaat word vir beëindiging van sy dienskontrak.

(2) Indien 'n werkgewer of 'n werknemer versuim om kennis te gee volgens voorskrif van subklousule (1) hiervan, is hy verbonde tot onderskeidelik die betaling of verbeuring van 'n bedrag wat gelykstaan met besoldiging vir—

(a) 'n dag in die geval van 'n werknemer wat in die voorbehoudsbepaling van subklousule (1) van hierdie klousule bedoel word;

(b) 'n week in die geval van 'n werknemer wat in subklousule 1 (i) van hierdie klousule bedoel word;

(c) 'n maand in die geval van 'n werknemer wat in subklousule 1 (ii) van hierdie klousule bedoel word.

(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-section (2) of this section, 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 purposes of this sub-section any payment which may be due to an employee in terms of section 7 (3) 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-section (1) (b) of this section, the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) The notice referred to in sub-section (1) shall not run concurrently with annual leave.

14. SUPPLEMENTARY WAGE SYSTEM.

(1) In each laundry and dry cleaning establishment in which the employer wishes to introduce a supplementary wage system there shall be set up a factory committee for each department concerned (hereinafter called a departmental factory committee) consisting of four representatives of the employees in the department concerned together with the employer to frame a supplementary wage statement for that department. The employee members shall be entitled to the assistance of an official or other representative of the trade union.

(2) Supplementary piece rates shall be determined on such basis as will in the opinion of the departmental factory committee concerned, permit an employee of average capacity to earn at least 20 per cent. more than the minimum rate prescribed for the operation.

(3) (a) Supplementary rates shall be an addition to the minimum basic rates of pay required by clause 4 of this agreement.

(b) Bonus groups shall consist of workers engaged in similar occupations or on operations which must be combined to complete a particular stage of processing.

(c) Bonus payments shall be proportional to output above an agreed minimum determined separately for each group or individual.

(d) Bonus earnings for employees forming any group shall bear the same proportion to the group bonus as the hours attended by the individual at his post bears to the total hours similarly recorded for all employees in that group.

(e) Where the bonus is calculated on an hourly rate of performance no employee shall be penalised for idle time resulting from causes beyond his control. Such idle time shall not be included in the total of hours worked used in the calculation of bonus but shall form portion of the aggregate number of hours worked under clause 6.

(f) Bonus payments shall only be made in respect of output which conforms to the standards of quality laid down by the employer, and employees shall not be credited with output which does not conform to such standards.

(g) Employees shall be fully informed of the output of an individual or group of employees necessary to qualify for bonus and tables of minimum standards shall be displayed in the factory in as much detail as possible.

(h) In the calculation of the standard time for each operation by time study methods, suitable allowances shall be made for quality standards, fatigue and working conditions. Standard times so fixed shall not be amended unless altered processing methods warrant such a change.

(i) The factory committee referred to in sub-section (1) shall assist the employer in all matters relating to the smooth working of an incentive plan.

(j) Bonus earnings shall be paid weekly and as far as possible on the same day as the normal weekly wages.

(k) Supervising personnel shall receive a bonus not less than the average bonus received by the employees whose output they supervise.

15. LOG BOOK

(1) Every employer shall provide each canvasser and/or driver of a delivery van in his employ with a log book as per Annexure B to this Agreement, where no clocking in and out system is in operation.

(2) Every canvasser and/or driver of a delivery van upon being provided with the log book referred to in sub-clause (1) shall keep the said daily log in duplicate as nearly as practicable in the form prescribed, in respect of each day's work, and shall, within twenty-four hours of the completion of the day's work to which it relates, deliver a duplicate copy thereof to his employer, it shall be the duty of all canvassers and/or drivers to record truthfully and accurately the number of hours actually worked by him and the time of hours during which the work was delayed or suspended through accident or any other reason and full particulars of such delay or suspension shall be recorded.

(3) Every employer shall retain the duplicate completed copy of the daily log, which in terms of sub-clause (2) has been delivered to him, for a period of three years subsequent to the occurrence of that event.

(3) Ondanks andersluidende bepalings van hierdie Ooreenkoms, kan 'n werkgewer, as die geld wat hy aan lone aan 'n werknemer skuld, onvoldoende is om die verbeurde bedrag te dek wat in subklousule (2) van hierdie klousule bedoel word, daardie bedrag aftrek van ander voordele (as daar is) wat ten gunste van die werknemer aan die oploop was ten tyde van die beëindiging van sy dienskontrak. By die toepassing van hierdie subklousule word die bedrag wat kragtens klousule 7 (3) van hierdie Ooreenkoms aan 'n werknemer betaalbaar mag wees, ook beskou as 'n voordeel wat aan die oploop was.

(4) As daar 'n ooreenkoms volgens subklousule (1) (b) van hierdie klousule aangegaan is, dan is die betaling of verbeuring in plaas van kennisgewing eweredig aan die opseggingstermyn waartoe ooreengekom is.

(5) Die opseggingstermyn wat in subklousule (1) bedoel word, mag nie gelyktydig met jaarlikse verlof verloop nie.

14. AANVULLENDE LOONSTELSEL.

(1) In elke wassery- en droogskoonmaakinrigting waarin die werkgewer 'n aanvullende loonstelsel wil invoer, word daar vir elke betrokke afdeling 'n bedryfsinrigtingkomitee (wat hierna 'n bedryfsafdelingkomitee genoem word) ingestel, bestaande uit vier verteenwoordigers van die werknemers in die betrokke afdeling tesame met die werkgewer, om 'n tarief van aanvullende lone vir daardie afdeling op te stel. Die werknemerlede is geregtig om deur 'n beampte of ander verteenwoordiger van die vakvereniging bygestaan te word.

(2) Aanvullende stukwerkskale word vasgestel op 'n basis wat, volgens die oordeel van die betrokke bedryfsafdelingkomitee, 'n werknemer van gemiddelde bekwaamheid in staat stel om minstens 20 persent meer as die minimum voorgeskrewe skaal vir die werksaamheid te verdien.

(3) (a) Aanvullende skale is 'n toevoeging aan die minimum basiese loonskale wat in klousule 4 van hierdie Ooreenkoms voorgeskryf word.

(b) Bonusgroepe bestaan uit werkers wat dieselfde soort werk doen of wie se werksaamhede tesame 'n vereiste tot voltooiing van 'n bepaalde fase van 'n prosesbehandeling is.

(c) Bonusbetalings moet eweredig wees aan die hoeveelheid werk bo 'n minimum waartoe ooreengekom is en wat vir elke groep of persoon afsonderlik vasgestel is.

(d) Die bonusse wat verdien word deur werknemers wat 'n groep uitmaak, staan in dieselfde verhouding tot die groepbonus as die waarin die ure wat 'n groeplid op sy pos was, staan tot die totale getal ure wat in dieselfde verband aangeteken is vir al die werknemers in daardie groep.

(e) Wanneer die bonus bereken word volgens die hoeveelheid werk in 'n uur gedoen, word daar weens ledige tyd wat aan oorsake buite sy beheer te wyte is, niks deur 'n werknemer verbeur nie. Sulke ledige tyd word nie in die totale getal ure wat by die berekening van die bonus gebruik word as ure wat gewerk is, ingesluit nie, maar dit vorm 'n deel van die totale getal werkure volgens klousule 6.

(f) Bonusse word slegs betaal ten opsigte van die hoeveelheid werk waarvan die gehalte aan die standaard wat deur die werkgewer voorgeskryf word, voldoen; en werknemers word nie vir werk wat nie aan daardie standaard voldoen, gekrediteer nie.

(g) Werknemers moet volledig ingelig word oor die hoeveelheid werk wat 'n enkele persoon of 'n groep werknemers moet verrig om bonus te kan ontvang, en tabelle van die minimum standaarde, met soveel besonderhede as moontlik, moet in die bedryfsinrigting te sien geplaas word.

(h) Wanneer die standaardtyd vir elke werksaamheid bereken word volgens tydsbestekvasstelling, word die werkgehaltetandaarde, vermoeding en werkstoestande in aanmerking geneem. Die standaardtye wat aldus vasgestel word, mag nie verander word nie, tensy veranderde metodes van prosesbehandeling dit regverdig.

(i) Die bedryfsinrigtingkomitee wat in subklousule (1) genoem word, moet die werkgewer behulpsaam wees in alles wat vir die gladde funksionering van 'n aansporingsplan ter sake is.

(j) Die betaling van bonusse wat verdien word, geskied weekliks en vir sover moontlik op dieselfde dag as die normale week-lone.

(k) Toesighoudende personeel ontvang 'n bonus wat minstens gelykstaan met die gemiddelde bonus wat ontvang word deur die werknemers oor wie se werk hulle die toesig het.

15. RELASBOEK.

(1) Waar daar geen in- en uitklokstelsel toegepas word nie, moet elke werkgewer 'n relaasboek, volgens Aanhangsel B van hierdie Ooreenkoms, aan elke bestellingwerwer en/of bestelwabestuurder in sy diens verskaf.

(2) Elke bestellingwerwer en/of bestelwabestuurder wat voorsien word van 'n relaasboek soos in subklousule (1) vermeld, moet die bedoelde dagrelaas, in duplo, so na as moontlik volgens die voorgeskrewe vorm byhou ten opsigte van elke dag se werk, en hy moet die duplikaat daarvan binne vier-en-twintig uur na voltooiing van die dagwerk waarop dit betrekking het, aan sy werkgewer afgee. Elke bestellingwerwer en/of bestelwabestuurder is verplig om getrou en noukeurig aantekening te hou van die getal ure wat hy inderdaad gewerk het en die tyd of ure wat die werk vertraag of onderbreek is weens ongeval of om enige ander rede, met opgawe van volledige besonderhede van sodanige vertraging of onderbreking.

(3) Elke werkgewer moet die dagrelaas se gereedgemaakte duplikaat, wat volgens subklousule (2) aan hom afgegee is, in sy besit hou vir 'n tydperk van drie jaar nadat dit aan hom afgegee is.

16. WRITTEN AUTHORITY FOR EMPLOYEE COLLECTING LAUNDRY, DRY CLEANING OR DYEING.

Any person engaged to collect or apply for articles to be washed or dry cleaned or to distribute such articles when washed or dry cleaned, shall while so engaged carry a written authority (as set out in Annexure C to this Agreement) signed by his employer and the Council authorising him to do such work, and shall produce such authority when required by any duly authorised official of the Council.

17. HOURLY WAGE SHEETS.

Every employer shall exhibit hourly wage sheets in his establishment in a place readily accessible to employees showing—

- prescribed basic hourly rates: 1 hour to 44, 1 hour to 46;
- prescribed cost of living allowance rates: 1 hour to 44, 1 hour to 46;
- prescribed overtime hourly rates: 1 hour to 10 hours;
- leave pay: 1 to 12 months.

NOTE.—These sheets are obtainable from the Council at cost.

18. INSURANCE OF WAGES IN CASE OF FIRE.

Every employer shall take out a policy of insurance with a registered insurance company which shall provide for the payment to be made to all employees of the employers who are deprived of work through fire, the amount of one week's wages for weekly engaged employees and one month's wages for monthly engaged employees; provided that, should the stoppage of work be for a period of less than one week or less than one month, as the case may be, a pro rata payment may be made. Should it not be possible for the employer to obtain such a policy of insurance he shall, within two months of the date of coming into force of this Agreement or within two months of becoming engaged in the industry whichever is the later, deposit with the Council an amount equal to one week's wages of all employees in the establishment engaged on a weekly basis and one month's wages of all employees in the establishment engaged on a monthly basis, which the Council shall retain in a special trust investment account until required for a like payment to employees; provided that if not so paid to employees it shall be the property of the employer.

Interest on any such moneys invested shall accrue to the general funds of the Council.

19. REGISTRATION OF EMPLOYERS.

(1) Every employer, who shall not already have done so in pursuance of a previous agreement, shall within one month from the date on which this Agreement comes into operation, and every employer entering the Laundry, Dry Cleaning and Dyeing Trade after that date shall within one month from the date of commencing operations by him, forward to the Secretary of the Council the following particulars:—

- His full name and title of business;
- business address; and
- addresses of depots.

(2) In the case of a partnership, the full names of all the partners shall in addition to the particulars required in sub-section (1) be furnished.

(3) In the case of a limited liability company the following particulars in addition to those required in sub-section (1) shall be furnished:—

- The full name of the directors, the full name of the person in actual control of each branch of the business.
- Address of the registered offices of the company.
- The full name of the Secretary of the Company and all other office bearers of the company.

(4) Every employer shall, in the event of a change in any of the particulars he is required to furnish in terms of this section, forward to the Secretary of the Council a notification of any change within fourteen days of the date upon which such change took effect.

20. EMPLOYMENT OF MEMBERS OF TRADE UNION.

(1) Officials of the trade union shall be given every reasonable facility by employers to organise employees.

(2) The members of the trade union in each establishment shall have the right to appoint one or more shop stewards and/or a shop committee from amongst themselves and the employer concerned shall accord full recognition to such shop stewards and shop committee and provide reasonable facilities for meetings thereof, and consultations therewith on matters relating to disagreement and to the working conditions of the employee generally.

(3) Upon being requested in writing by an employee to do so, an employer shall deduct from the wages of that employee the amount of the employee's trade union subscription and forward the amount so deducted to the Secretary of the Council. P.O. Box 6781, Johannesburg, together with a statement specifying the details of such deduction.

16. SKRIFTELIKE LASGEWING AAN WERKNEMER WAT WASGOED, DROOGSKOONMAAKGOED OF KLEURARTIKELS OPHAAI.

Iemand wie se werk dit is om goedere wat gewas of droogskoongemaak moet word, te haal of aan te vra, of om sulke goedere nadat hulle gewas of droogskoongemaak is, rond te bring, moet, solank as hy daardie werk doen, 'n skriftelike lasgewing (volgens Aanhangsel C van hierdie Ooreenkoms) by hom dra, deur sy werkgever asook namens die Raad onderteken, wat hom magtig om daardie werk te doen, en hy moet daardie lasgewing vertoon wanneer 'n behoorlik gemagtigde beamppte van die Raad dit van hom vereis.

17. UURLOONTARIEWE.

Elke werkgever moet in sy inrigting, op 'n plek wat gereedlik toeganklik vir werknemers is, tariewe van uurlone wat—

- skale van die voorgeskrewe basiese uurlone (1 tot 44 uur, 1 tot 46 uur);
- skale van die voorgeskrewe lewenskostetoelae (1 tot 44 uur, 1 tot 46 uur);
- skale van die voorgeskrewe oortyduurlone (1 tot 10 uur);
- verlofbetaling (1 tot 12 maande);

aantoon, te sien plaas.

OPMERKING.—Hierdie tariewe is teen kosprys by die Raad verkrygbaar.

18. LOONVERSEKERING IN DIE GEVAL VAN BRAND.

Elke werkgever moet by 'n geregistreerde versekeringsmaatskappy 'n polis uitneem wat voorsiening daarvoor maak dat daar aan al die werkgevers se werknemers wat ten gevolge van brand werkloos word, betaling sal geskied ten bedrae van die lone vir een week in die geval van werknemers wat op 'n weeklikse grondslag in diens is en die lone vir een maand in die geval van werknemers wat op 'n maandelikse grondslag in diens is; met dien verstande dat wanneer die werkstilstand korter as 'n week of, na gelang van die geval, korter as 'n maand duur, daar *pro rata* betaling kan geskied. Kan die werknemer nie so 'n versekeringspolis verkry nie, dan moet hy binne twee maande na die datum van inwerkingtreding van hierdie Ooreenkoms of, na gelang van wat die laaste plaasvind, binne twee maande nadat hy die bedryf begin uitoeven, by die Raad 'n bedrag stort wat gelykstaan met die lone vir een week van al die werknemers in die inrigting wat op 'n weeklikse grondslag in diens is en die lone vir een maand van al die werknemers in die inrigting wat op 'n maandelikse grondslag in diens is; en die Raad hou hierdie bedrag op 'n spesiale trustbeleggingsrekening totdat dit aangewend moet word vir sodanige betaling aan werknemers; met dien verstande dat by gebreke aan sodanige betaling aan werknemers dit aan die werkgever toekom. By belegging van bedoelde geld word die rente daarvan aan die Raad se algemene geldmiddele toegevoeg.

19. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgever wat dit nog nie ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne 'n maand na die datum van inwerkingtreding van hierdie Ooreenkoms, en elke werkgever wat na daardie datum tot die Wassery-, Droogskoonaak- en Kleurbedryf toetree, moet binne 'n maand na die aanvangsdatum van sy werksaamhede, onderstaande besonderhede aan die sekretaris van die Raad stuur:—

- Sy naam voluit en die naam van die besigheid.
- Adres van die besigheid.
- Adresse van depôts.

(2) In die geval van 'n vennootskap moet daar, benewens die besonderhede wat by subklousule (1) vereis word, ook opgawe van die name van al die vennote voluit gedoen word.

(3) In die geval van 'n maatskappy met beperkte aanspreeklikheid moet onderstaande besonderhede, benewens dié wat by subklousule (1) vereis word, ook verstrek word:—

- Die name van die direkteure voluit en die naam voluit van die persoon wat daadwerklik die beheer oor elke tak van die besigheid het.
- Adres van die maatskappy se geregistreerde kantoor.
- Die name van die sekretaris van die maatskappy en van al die ander ampsdraers van die maatskappy voluit.

(4) Elke werkgever moet, wanneer van die besonderhede wat hy volgens hierdie klousule moet verstrek, verander word, kennisgewing van enige verandering aan die sekretaris van die Raad stuur binne veertien dae na die datum waarop die verandering intree.

20. DIENS VAN VAKVERENIGINGSLEDE.

(1) Werkgevers moet aan beamptes van die vakvereniging alle redelike geleentheid gee om werknemers te organiseer.

(2) Die vakverenigingslede in elke inrigting is geregtig om uit hulle midde een of meer personeelvertegenwoordigers en/of 'n personeelkomitee aan te stel, en die betrokke werkgever moet volle erkenning aan sulke personeelvertegenwoordigers en aan so 'n personeelkomitee verleen en redelike geleentheid verskaf vir hulle vergaderings en vir beraadslagings met hulle oor sake waarby meningsverskil of die algemene dienstoestande van die werknemer betrokke is.

(3) Wanneer 'n werknemer hom skriftelik versoek om dit te doen, trek 'n werkgever die bedrag van daardie werknemer se vakverenigingsledesgeld af van die werknemer se lone en stuur die bedrag wat aldus afgetrek word, elke maand aan die sekretaris van die Raad, posbus 6781, Johannesburg, tesame met 'n rekeningstaat wat die besonderhede van die aftrekking vermeld.

21. EXEMPTIONS.

(1) The Council may, on account of old age or infirmity or for any other good or sufficient reason, grant to or in respect of any person exemption from any of the provisions of this Agreement; provided that no exemption shall be granted from clause 6 (8) of this Agreement except for the purpose of allowing female employees to perform work which is necessitated by an emergency.

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

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

- (a) the full name of the person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section, subject to which such exemption is granted; and
 - (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences issued; and
 - (b) retain a copy of each licence issued; and
 - (c) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

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

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

22. RECORDS.

The time and wage records which are required to be kept in terms of section fifty-seven of the Act shall be kept written up in ink; provided that this shall not apply to supplementary wage records.

23. COUNCIL FUNDS.

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

On the first pay day after this Agreement comes into operation and on each pay day thereafter, each employer shall deduct from the wages of those of his employees earning less than £5 basic wage per week an amount of 2d. per week and from those of his employees earning £5 and over basic wages per week an amount of 3d. per week; provided that all employees in receipt of a basic wage exceeding £600 per annum be exempted from such a deduction.

The total amount so deducted together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council, P.O. Box 1609, Johannesburg, within one week from the date the deduction fell due.

24. INTERPRETATION OF AGREEMENT.

(1) The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of the employers and the employees.

(2) Any dispute which may arise in the trade shall be referred to the Council to be dealt with in terms of its constitution.

25. AGENTS.

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

26. EXHIBITION OF AGREEMENT.

Every employer shall keep a legible copy of this Agreement and extracts thereof in both official languages, in the form prescribed in the regulations under the Act, exhibited in his establishment, which shall include receiving depots, in a place readily accessible to his employees.

Signed at Johannesburg on behalf of the parties this 6th day of November, 1951, by virtue of the resolution passed by the Industrial Council on the 17th October, 1951, in terms of section thirty-one of the Industrial Conciliation Act, 1937.

JULIUS LEWIN,
Chairman of the Council.
C. A. HENDERSON,
Vice-Chairman of the Council.
DANIEL J. DU PLESSIS,
Member of the Council.

21. VRYSTELLINGS.

(1) Die Raad kan aan of ten opsigte van enigiemand, weens hoë ouderdom of sieklikeid of om 'n ander gegronde of voldoende rede, vrystelling van enige bepaling van hierdie Ooreenkoms verleen; met dien verstande dat daar geen vrystelling van klousule 6 (8) van hierdie Ooreenkoms verleen mag word nie behalwe ten einde vroulike werknemers toe te laat om werk wat deur 'n noodgeval vereis word, te doen.

(2) Die Raad bepaal ten opsigte van iemand aan wie daar vrystelling kragtens die bepaling van subklousule (1) van hierdie klousule verleen word, die voorwaardes waaronder daardie vrystelling verleen word en die tyd wat die vrystelling van krag bly; met dien verstande dat die Raad na goeë dinkte, nadat hy 'n week vooraf skriftelik aan die betrokke persoon kennis gegee het, enige vrystellingsertifikaat kan intrek, hetsy die tyd waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Aan elke persoon aan wie daar vrystelling volgens die bepaling van hierdie klousule verleen word, reik die sekretaris van die Raad 'n vrystellingsertifikaat uit, deur hom onderteken, met vermelding daarin van—

- (a) die betrokke persoon se naam voluit;
 - (b) die Ooreenkoms se bepalinge waarvan vrystelling verleen word;
 - (c) die voorwaardes, volgens die bepalinge van subklousule (2) van hierdie klousule vasgestel, waaronder die vrystelling verleen word; en
 - (d) die tyd wat die vrystelling van krag bly.
- (4) Die sekretaris van die Raad—
- (a) voorsien al die vrystellingsertifikate, wat uitgereik word, van volnommers;
 - (b) behou 'n afskrif van elke vrystellingsertifikaat wat uitgereik word; en
 - (c) stuur, in die geval van vrystelling wat aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgever.

(5) Elke werkgever en elke werknemer moet die bepalinge van 'n vrystellingsertifikaat, wat volgens hierdie klousule uitgereik word, nakom.

(6) Die sekretaris van die Raad stuur aan die Departement van Arbeid 'n afskrif van elke vrystellingsertifikaat wat uitgereik word.

22. AANTEKENINGSTATE.

Die aantekeninge wat van lône en tyd gehou moet word volgens artikel sewen- en vyftig van die Wet, moet deur opskrywing met pen en ink bygehou word; met dien verstande dat hierdie bepaling nie op die aantekening van aanvullende lône van toepassing is nie.

23. RAAD SE GELDMIDDELE.

Daar word in die Raad se geldmiddele, wat aan die Raad behoort en deur hom geadminestreer word, op die volgende wyse voorsien:—

Op die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms, en op elke betaaldag daarna, trek elke werkgever 'n bedrag van 2d. per week af van die lône van dié van sy werknemers wat weekliks minder as £5 aan basiese loon verdien, en 'n bedrag van 3d. per week van die lône van sy werknemers wat weekliks £5 of meer aan basiese loon verdien; met dien verstande dat alle werknemers wat 'n basiese loon van bo die £600 per jaar ontvang, van sodanige korting vrygestel word.

Die totaalbedrag wat aldus afgetrek word, moet binne 'n week na die datum waarop sodanige aftrekking moet geskied, tesame met 'n gelykstaande bedrag wat die werkgever moet bydra, deur laasgenoemde aan die sekretaris van die Raad, posbus 1609, Johannesburg, aangestuur word.

24. UITLEG VAN OOREENKOMS.

(1) Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is, en kan ter voorligting van werkgevers en werknemers meningsuitings van hom laat uitgaan wat nie met die bepalinge hiervan in stryd is nie.

(2) Die behandeling, volgens die Raad se konstitusie, van enige geskil wat in die bedryf ontstaan, word na die Raad verwys.

25. AGENTE.

Die Raad stel een of meer bepaalde persone aan as agente om hom in die toepassing van hierdie Ooreenkoms behulpsaam te wees. Elke werkgever en elke werknemer is verplig om so 'n agent toe te laat om na vereiste van hierdie doel navrae te doen, boeke en/of dokumente te ondersoek en persone te ondervra.

26. VERTONING VAN OOREENKOMS.

Elke werkgever moet in sy inrigting (wat ontvangdepôts insluit), op 'n plek wat gereedlik toeganklik vir sy werknemers is, 'n leesbare afskrif van hierdie Ooreenkoms en uittreksels daaruit in altwee die offisiële tale, in die vorm wat by regulasie kragtens die Wet voorgeskryf word, vertoon hou.

Namens die partye, hede die 6de dag van November 1951, in Johannesburg onderteken, ingevolge 'n besluit, op 17 Oktober 1951, deur die Nywerheidsraad aangeneem, ooreenkomstig artikel een-en-dertig van die Nywerheid-versoeningswet, 1937.

JULIUS LEWIN,
Voorsitter van die Raad.
C. A. HENDERSON,
Ondervoorsitter van die Raad.
DANIEL J. DU PLESSIS,
Lid van die Raad.

ANNEXURE A.

PAY ENVELOPE.

Name of employer _____
 Name of employee _____
 Occupation _____
 Week ending _____ Basic wages _____
 Basic wage for _____ hours worked _____
 C.O.L.A. _____
 Overtime for _____ hours worked _____
 Holiday pay for _____ mths. worked _____
 TOTAL.....
 Less deductions:
 Trade Union.....
 Medical Aid.....
 Industrial Council..
 U.B.F.....
 NET AMOUNT DUE.

ANNEXURE B.

LOG BOOK.
(Daily Log.)

Name of employer _____
 Name of canvasser and/or driver _____
 Time of starting work _____ a.m./p.m.
 Time of finishing work _____ a.m./p.m.
 Number of hours worked _____
 Meal hours from _____ a.m./p.m. to _____ a.m./p.m.
 Rest intervals from _____ a.m./p.m. to _____ a.m./p.m.
 Particulars of any accidents and/or delays _____
 Date _____ 19____

Signature of canvasser and/or driver of
delivery van.

AANHANGSEL A.

LOONKOEVERT.

Werkgever se naam _____
 Werknemer se naam _____
 Bedryf _____
 Week geëindig _____ Basiese loon _____
 Basiese loon vir _____ ure gewerk _____
 L.K.T.
 Oortyd vir _____ ure gewerk _____
 Verlofbetaling vir _____ mde. gewerk _____
 TOTAAL.....
 Min kortings:
 Vakvereniging.....
 Mediese hulp.....
 Nywerheidsraad....
 W.V.F.....
 NETTO BEDRAG VER-
SKULDIG.

AANHANGSEL B.

RELAASBOEK.
(Dagrelaas.)

Werkgever se naam _____
 Bestellingswerwer en/of bestuurder se naam _____
 Begin werk om _____ vm./nm.
 Opgehou met werk om _____ vm./nm.
 Getal ure gewerk _____
 Etensure van _____ vm./nm. tot _____ vm./nm.
 Ruspouses van _____ vm./nm. tot _____ vm./nm.
 Besonderhede van ongevalle en/of vertraginge _____
 Datum _____ 19____

Handtekening van bestellingwerwer en/of
bestelwabestuurder.

ANNEXURE C.

COLLECTOR'S CARD.

Depot Address _____ Phone _____
 This permit authorises—
 Collector _____
 Pass No. _____
 Council No. _____
 to collect for above firm articles to be dry cleaned or laundered.

Employer's Signature.

Council Signature.

Year _____		Month.		Month.		Month.	
Month.	Employer's Signature.	April.	Employer's Signature.	July.	Employer's Signature.	October.	Employer's Signature.
January.		May.		August.		November.	
February.		June.		Sept.		Dec.	
March.							

N.B.—Months optional.

AANHANGSEL C.

OPHALER SE KAART.

Dépôtadres _____ Foon _____
 Hierdie permit magtig—
 Ophaler _____
 Pasnommer _____
 Raadsnommer _____
 om vir bogenoemde firma goedere op te haal vir droogskoonmaak of was.

Handtekening van werkgever.

Handtekening namens Raad.

Jaar _____		Maand.		Maand.		Maand.	
Maand.	Werkgever se handtekening.	April.	Werkgever se handtekening.	Julie.	Werkgever se handtekening.	Oktober.	Werkgever se handtekening.
Januarie.		Mei.		Augustus.		Nov.	
Februarie.		Junie.		Sept.		Des.	
Maart.							

LET WEL.—Maande na keuse.

ANNEXURE D.

C.L.I.

RECORD OF SERVICE OF EMPLOYEE.

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

P.O. Box 1609.
Telephone 33-4739.

106-108 SHAKESPEARE HOUSE,
COMMISSIONER STREET,
JOHANNESBURG.

Name _____
Address _____
Signature of holder _____

Reg. No. _____

Card No.	Class of Work.	Date Started.	Wage.	Date Ended.	Wage.	Name of Firm.	Signature of Employer.

1. Do not lose this card.
2. This card is used to record in full your experience in the trade. It will be filled in whenever you change your class of work and whenever you leave one firm to go to another.
3. There is a copy of the agreement for your trade displayed on your firm's premises. It is in your interest to acquaint yourself with the provisions of this agreement.
4. If you lose this card, apply to the Secretary of the Industrial Council (address on front of card) for a copy.

AANHANGSEL D.

C.L.I.

DIENSSERTIFIKAAT VAN WERKNEMER.

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

Posbus 1609.
Telefoon 33-4739.

SHAKESPEARE-GEBOU 106-108,
COMMISSIONERSTRAAT,
JOHANNESBURG.

Naam _____
Adres _____
Handtekening van houer _____

Ger. No. _____

Kaart No.	Soort werk.	Datum waarop begin.	Loon.	Datum waarop geëindig.	Loon.	Naam van firma.	Handtekening van werkgever.

1. Moenie hierdie kaart verloor nie.
2. Hierdie kaart word gebruik om u ervaring in die bedryf volledig aan te teken. Dit moet ingeval word as u in 'n ander soort werk oorgeplaas word, en as u van 'n firma weggaan om na 'n ander te gaan.
3. 'n Afskrif van die ooreenkoms vir u bedryf word in u firma se inrigting vertoon gehou. Dit is in u belang om uself op hoogte van die bepalings van die ooreenkoms te stel.
4. As u hierdie kaart verloor, moet u om 'n duplikaat aansoek doen by die sekretaris van die Nywerheidsraad, wie se adres op die voorkant van hierdie kaart aangegee word.

ANNEXURE E.

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

Name of firm _____ P.O. Box _____, Johannesburg.
Month ending _____ 195__

FIRM'S MONTHLY RETURN.

NOTE.—This form to be sent in duplicate to the Council within seven days of the last pay day in the month. Duplicate as checked will be returned.

A.—EMPLOYEES LEAVING SERVICE.

Service Card No.	Name (in full).	Pass No.	Class of Employment.	Date Engaged.	Wage on Engagement.	Certificate of Notice No.	Date Left.	Wage on Leaving.	Holiday Pay Due.	Confirmed by Council.

B.—EMPLOYEES ENTERING SERVICE.

Service Card No.	Name (in full).	Pass No.	Class of Employment.	Date Engaged.	Wage on Engagement.	Confirmed by Council.

C.—EMPLOYEES CHANGING CLASS OF EMPLOYMENT.

Service Card No.	Name (in full).	Pass No.	Previous Class of Employment.	Wage.	New Class of Employment.	Wage.	Date of Change.	Confirmed by Council.

N.B.—If your return is "Nil", please send in accordingly.

AANHANGSEL E.

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

Naam van firma _____ Posbus _____, Johannesburg.

Maand geëindig _____ 195__

FIRMA SE MAANDELIKSE OPGAWA.

L.W.—Hierdie vorm moet binne sewe dae na die laaste betaaldag in die maand in duplo aan die Raad gestuur word.
Duplikaat sal na vergelyking teruggestuur word.

A.—WERKNEMERS WAT UIT DIENS GETREE HET.

Diens-kaart No.	Naam voluit.	Pas No.	Soort werk.	Datum van indiens-neming.	Loon by indiens-neming.	Sertifikaat van opseg-ging No.	Datum van uitdiens-treding.	Loon by uitdiens-treding.	Verlof-betaling verskuldig.	Bevestig deur Raad.

B.—WERKNEMERS WAT IN DIENS GETREE HET.

D'ens-kaart No.	Naam voluit.	Pas No.	Soort werk.	Datum van indiens-neming.	Loon by indiens-neming.	Bevestig deur Raad.

C.—WERKNEMERS WAT NA ANDER SOORT WERK OORGEPLAAS IS.

Diens-kaart No.	Naam voluit.	Pas No.	Vorige soort werk.	Loon.	Nuwe soort werk.	Loon.	Datum waarop oorgeplaas.	Bevestig deur Raad.

L.W.—As die opgawe „Geen” is, stuur dit dan so in.

ANNEXURE F.

ALPHABETICAL EMPLOYMENT REGISTER.

Name of Employee.	Council Index Card No.	Pass No. (if any).	Date Engaged.	Occupation.	Rate of Pay.	Date of Termination of Service.	Remarks.

AANHANGSEL F.

ALFABETIESE DIENSREGISTER.

Naam van werknemer.	Raad se Indekskaart-nommer.	Pas-nommer. (as daar is).	Datum van indiens-neming.	Soort werk.	Loonskaal.	Datum van diens-beëindiging.	Opmerkings.

ANNEXURE G.

ANNUAL LEAVE PAY REGISTER.

Name of Employee.	Council Index Card No.	Pass No. (if any).	Date Engaged.	Occupation.	Rate of Pay.	Date Leave Pay Due.	Date Leave Taken.	Amount of Leave Pay.	Remarks.

AANHANGSEL G.

REGISTER VAN BETALINGS TYDENS JAARLIKSE VERLOF.

Naam van werknemer.	Raad se indekskaart-nommer.	Pas-nommer (as daar is).	Datum van indiens-neming.	Soort werk.	Loon-skaal.	Vervaldag van verlof-betaling.	Datum verlof-geneem.	Bedrag van verlof-betaling.	Opmerkings.

★ No. 1219.]

[30 May 1952.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

LAUNDRY, DRY CLEANING AND DYEING TRADE, TRANSVAAL.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Laundry, Dry Cleaning and Dyeing Trade, published under Government Notice No. 1218 of the 30th May, 1952 to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

★ No. 1219.]

[30 Mei 1952.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

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

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Wassery-, Droogskoonmaak- en Kleurbedryf, bekendgemaak by Goewermentskennisgewing No. 1218 van 30 Mei 1952, vir die persone wie se werkkure daarby gereël word, nie minder gunstig is as die ooreenstemmende bepalings van die genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

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INVOERDERS UITVOERDERS NYWERAARS

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