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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1752.] [1 Augustus 1952.
NYWERHEID-VERSOENINGSWET, 1937.

WAS- SKOONMAAK- EN KLEURNYWERHEID (KAAP).

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 verskyn en op die Was-, Skoonmaak en Kleurnywerheid (Kaap) betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat agtien maande vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 19 en 23 tot en met 26 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat agtien maande vanaf genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid, in die magistraatsdistrikte Bellville, die Kaap, Paarl, Simonstad, Somerset-Wes, Stellenbosch en Wynberg; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 19 en 23 tot en met 26 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat agtien maande vanaf genoemde tweede Maandag eindig in die magistraatsdistrikte Bellville, die Kaap, Paarl, Simonstad, Somerset-Wes, Stellenbosch en Wynberg *mutatis mutandis* van toepassing is ten opsigte persone wat nie by die woordomskrywing „werkneem” vervat in artikel een van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1752.] [1 August 1952.
INDUSTRIAL CONCILIATION ACT, 1937.

LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE).

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, Cleaning and Dyeing Industry (Cape), shall be binding from the second Monday after the date of publication of this notice and for the period ending eighteen months from the said second Monday upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and the employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 19 (inclusive) and 23 to 26 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending eighteen months from the said second Monday, upon the other employers and employees engaged or employed in the said industry in the magisterial districts of Bellville, the Cape, Paarl, Simonstown, Somerset West, Stellenbosch, and Wynberg; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the magisterial districts of Bellville, the Cape, Paarl, Simonstown, Somerset West, Stellenbosch and Wynberg and from the second Monday after the date of publication of this notice and for the period ending eighteen months from the said second Monday, the provisions contained in clauses 3 to 19 (inclusive) and 23 to 26 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression “employee” contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

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

OOREENKOMS

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

„Cape Town and District Laundry, 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 werkemers" of „die vakvereniging" genoem), aan die ander kant:

1. BESTEK EN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraatsdistrikte Bellville, Die Kaap, Wynberg, Simonstad, Paarl, Somerset-Wes en Stellenbosch nagekom word deur al die lede van die werkgewersorganisasie wat die was-, skoonmaak- en kleurnywerheid uitvoer en deur al die lede van die vakvereniging wat in die bedryf in diens is.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat kragtens artikel *agt-en-veertig* van die Wet deur die Minister van Arbeid bepaal word en bly van krag vir 'n tydperk van agtien maande of vir die tydperk wat hy vasstel.

3. WOORDBEPALING.

(1) Uitdrukking wat in hierdie ooreenkoms gebesig en in die Nywerheid-versoeningswet, 1937, omskryf word, het dieselfde betekenis as in daardie Wet; verwysing na 'n wet sluit elke wysiging van so 'n wet in en, tensy daar 'n ander bedoeling blyk, sluit woorde van die manlike geslag ook vroue in; voorts, tensy dit met die samehang instryd is, het onderstaande uitdrukkinge die navolgende betekenis:

- „Wet", die Nywerheid-versoeningswet, 1937;
- „ketelbediener", 'n werkemmer wat 'n stoomketel stook en die waterstand en stoomdruk op peil hou;
- „bestellingwerwer", 'n werkemmer (behalwe 'n ontvangdépôtdienaar of afleveringsbode) wat eerste bestellings of nabestellings vir die was en stryk, droogschoonmaak of kleuring van goedere van huis tot huis aanvra, versoek of werk en gemagt g is om goedere wat gewas en gestryk, skoonemaak of gekleur moet word, op te haal, goedere aan klante af te lever en betaling ten opsigte daarvan aan te neem, en toesig oor die werk van 'n bestelwaman uit te oefen;
- „los werkemmer", 'n werkemmer wat op hoogstens drie dae in 'n week by dieselfde werkewer in diens is;
- „onderbaas", 'n werkemmer wat, onder toesig van 'n voorman, voorvrou, skoonmaker of kleurder, die opsig oor 'n groep of afdeling werkemmers het;
- „nasiener", 'n werkemmer wat goedere nasien met die doel om die nommers waarmee die goedere generk is, vas te stel en die goedere wat aldus gererk is, met die lys van die klant of met die firma se faktuur te vergelyk voor en/of na die prosesbehandeling van daardie goedere, en wat gemagtig is om, onder toesig van 'n faktuurklerk, die fakture vir die goedere in te vul of die pryse daarvoor toe te wys;
- „nasiener, gekwalifiseer," 'n nasiener met minstens 'n jaar ervaring;
- „nasiener, ongekwalifiseer," 'n nasiener met minder as 'n jaar ervaring;
- „nasienerassistent of afroeper", 'n werkemmer wat pakkette of bondels goedere wat gewas en gestryk, skoonemaak of gekleur moet word, oopmaak en die goedere vir die nasiener uitgel of afroep;
- „skoonmaker", 'n werkemmer wat die beheer en toesig het oor die werk van werkemmers belas met die skoonmaak van goedere deur middel van die bensien-, droogschoonmaak- of natwasproses in die droogschoonmaakafdeling van 'n inrigting, en verantwoordelik is vir die toepaslike soort behandeling om kolle of vlekke uit goedere te verwijder, en wat self gemagtig is om daardie werk te doen;
- „skoonmaker, gekwalifiseer," 'n skoonmaker met minstens vyf jaar ervaring;
- „skoonmaker, ongekwalifiseer," 'n skoonmaker met minder as vyf jaar ervaring;
- „klerklike werkemmer", 'n werkemmer wat nie 'n telefonis, 'n nasiener, 'n merker, 'n onderzoeker en verpakker, 'n ontvangdépôtdienaar of 'n faktuurklerk is nie en wat skryfwerk, tikwerk of 'n ander soort klerklike werk doen, en sluit 'n kassier, 'n magasynman en 'n versendingsklerk in;
- „klerklike werkemmer, manlik, gekwalifiseer," 'n manlike klerklike werkemmer met minstens vyf jaar ervaring;
- „klerklike werkemmer, manlik, ongekwalifiseer," 'n manlike klerklike werkemmer met minder as vyf jaar ervaring;
- „klerklike werkemmer, vroulik, gekwalifiseer," 'n vroulike klerklike werkemmer met minstens vier jaar ervaring;
- „klerklike werkemmer, vroulik, ongekwalifiseer," 'n vroulike klerklike werkemmer met minder as vier jaar ervaring;
- „Raad", die Nywerheidsraad vir die Was-, Skoonmaak- en Kleurnywerheid (Kaap);
- „versendingsklerk", 'n werkemmer wat pakkette wat klaar byeengeplaas is, ontvang en vir die versending daarvan verantwoordelik is;

SCHEDULE.

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

AGREEMENT

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

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

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

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

1. SCOPE AND APPLICATION OF AGREEMENT.

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

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

(1) Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act; any reference to an Act shall include any amendment of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“dierevoertuigdrywer”, ‘n werknemer wat diere en/of voertuie skoonmaak, dierevoertuie dryf, en goedere oplaai, aflaai, aflewer en ophaal;

“motorvoertuigbestuurder”, ‘n werknemer (behalwe ‘n bestellingswerker) wat ‘n motoryvoertuig bestuur en wat, benewens die voertuig te bestuur, geld wat van klante ingevoer word, kan ontvang, by die toepassing van welke omskrywing daar onder „‘n motorvoertuig bestuur” ook begrepe is al die tyd wat deur die besturing in beslag geneem word, al die tyd wat die bestuurder aan werk in verband met die voertuig of die vrag bestee, en al die tyd wat hy op sy pos gereed moet bly om te bestuur—, en wat gemagtig is om goedere wat gewas en gestryk, skoongemaak of gekleur moet word, op te haal en sulke goedere af te lever;

“kleurder”, ‘n werknemer wat belas is met die toepassing van, en/of die beheer het oor, of verantwoordelik is vir die kleuringsproses, met inbegrip van die kleurmenging en die regulering van die kleurseloplossing se temperatuur;

“inrigting”, ‘n perseel waarin in verband waarmee een of meer werknemers in die was-, skoonmaak- of kleurnywerheid in diens is, en sluit ‘n ontvangendepot in;

“onderzoeker”, ‘n werknemer wat goedere wat gewas en gestryk, skoongemaak of gekleur is, nasien om foute of beskadigde plekke te soek na behandeling volgens die betrokke prosesse;

“onderzoeker, gekwalifiseer”, ‘n onderzoeker met minstens ses maande ervaring;

“onderzoeker, ongekwalifiseer”, ‘n onderzoeker met minder as ses maande ervaring;

“ervaring”, ‘n werknemer se gehele dienstyd in die bepaalde werk wat hy doen of al sy dienstydperke daarin;

“voorman”, ‘n werknemer wat die oopsig oor die werknemers in ‘n inrigting het en wat beheer oor sulke werknemers uitoeft en daarvoor verantwoordelik is dat hulle hul werk behoorlik doen;

“voorvrou”, ‘n werknemer wat die oopsig oor die vroulike werknemers in ‘n inrigting het en daarvoor verantwoordelik is dat hulle hul werk behoorlik doen;

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

“hoedeblokker en/of -fatsoeneerdeer”, ‘n werknemer wat ‘n hoed, nadat dit skoongemaak is, blok en/of stryk en/of fatsoeneer;

“hoedeblokker en/of -fatsoeneerdeer, gekwalifiseer”, ‘n hoedeblokker en/of -fatsoeneerdeer met minstens ses maande ervaring;

“hoedeblokker en/of -fatsoeneerdeer, ongekwalifiseer”, ‘n hoedeblokker en/of -fatsoeneerdeer met minder as ses maande ervaring;

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

“blindstopper, gekwalifiseer”, ‘n blindstopper met minstens twee jaar ervaring;

“blindstopper, ongekwalifiseer”, ‘n blindstopper met minder as twee jaar ervaring;

“faktuurklerk”, ‘n werknemer wat goedere, en die prys daarvoor, op die faktuur van die firma inskryf;

“faktuurklerk, gekwalifiseer”, ‘n faktuurklerk met minstens twee jaar ervaring;

“faktuurklerk, ongekwalifiseer”, ‘n faktuurklerk met minder as twee jaar ervaring;

“stryker”, ‘n werknemer wat goedere met ‘n handstrykyster stryk;

“stryker, gekwalifiseer”, in die droogschoonmaakafdeling van die bedryf, ‘n stryker met minstens ‘n jaar ervaring;

“stryker, ongekwalifiseer”, in die droogschoonmaakafdeling van die bedryf, ‘n stryker met minder as ‘n jaar ervaring;

“stryker, gekwalifiseer”, in die wasseryafdeling van die bedryf, ‘n stryker met minstens drie maande ervaring;

“stryker, ongekwalifiseer”, in die wasseryafdeling van die bedryf, ‘n stryker met minder as drie maande ervaring;

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

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

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

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

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

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

“examiner, qualified,” means an examiner who has had not less than six months’ experience;

“examiner, unqualified,” means an examiner who has had less than six months’ experience;

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

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

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

“general worker” means an employee who is restricted to the following duties:—

- Turning out pockets; brushing turnups; hanging up articles in the factory, carrying garments, sweeping and cleaning premises, accompanying a driver of a motor vehicle or canvasser exclusively for the purpose of keeping watch on the contents of the van during the absence of such driver or canvasser; or while the driver or canvasser is otherwise engaged; washing and cleaning delivery vans;
- “hat blocker and/or shaper” means an employee engaged in blocking and/or ironing and/or shaping a hat after it has been cleaned;
- “hat blocker and/or shaper, qualified,” means a hat blocker and/or shaper who has had not less than six months’ experience;
- “hat blocker and/or shaper, unqualified,” means a hat blocker and/or shaper who has had less than six months’ experience;
- “invisible mender” means an employee engaged in mending or repairing a garment or other article composed of woven or knitted material by hand or machine, using the stoating, fine-drawing or retying process according to the kind of tear or damage to the material, and may include the mending of silk or other hosiery by drawing through the broken threads;
- “invisible mender, qualified,” means an invisible mender who has had not less than two years’ experience;
- “invisible mender, unqualified,” means an invisible mender who has had less than two years’ experience;
- “invoice clerk” means an employee engaged in entering up and pricing articles on the firm’s invoice;
- “invoice clerk, qualified,” means an invoice clerk who has had not less than two years’ experience;
- “invoice clerk, unqualified,” means an invoice clerk who has had less than two years’ experience;
- “ironer” means an employee engaged in ironing articles with a hand iron;
- “ironer, qualified,” in the dry cleaning section of the industry, means an ironer who has had not less than one year’s experience;
- “ironer, unqualified,” in the dry cleaning section of the industry, means an ironer who has had less than one year’s experience;
- “ironer, qualified,” in the laundry section of the industry, means an ironer who has had not less than three months’ experience;
- “ironer, unqualified,” in the laundry section of the industry, means an ironer who has had less than three months’ experience;
- “Laundry, Cleaning and Dyeing Industry” or “Industry” means the industry in which employers and employees are associated for the purpose of laundering, cleaning or dyeing all types of woven, spun, knitted or crocheted fabrics, or articles made from such fabrics including upholstery or upholstered articles, and includes all operations incidental thereto or consequent thereon, if carried out by such employers and their employees;

„masjiendienaar of -oppasser”, ‘n werknemer wat ‘n krag-masjiendienaar bedien, oppas, aansit of stopsit, en wat die masjiendienaar kan voer of daarvan afneem, en die uitdrukking „‘n masjiendienaar bedien of oppas” dra ‘n ooreenstemmende betekenis;

„onderhoudman”, ‘n werknemer (behalwe ‘n werktuigkundige) wat herstelwerkies en klein verstellings aan masjinerie, bekryfsinstallasies, geboue of ander toerusting doen;

„mangelbedienaar”, ‘n werknemer wat ‘n mangel bedien, en sluit iemand in wat die goedere uitskud, gereedmaak, inlaat, opvang van vrou;

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

„merker, gekwalifiseer,” ‘n merker met minstens ses maande ervaring;

„merker, ongekwalifiseer,” ‘n merker met minder as ses maande ervaring;

„werktuigkundige”, ‘n werknemer wat ‘n geskoonde vakman of ambagsman is;

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

„werktuigkundige se handlanger, gekwalifiseer,” ‘n werktuigkundige se handlanger met minstens drie maande ervaring;

„werktuigkundige se handlager, ongekwalifiseer,” ‘n werktuigkundige se handlager met minder as drie maande ervaring;

„versteller en/of naaister”, ‘n werknemer (behalwe ‘n blindstopper) wat kledingstukke van ander geweeftde of gebreide goedere verander en/of belangrike herstelwerk daaraan doen;

„versteller en/of naaister, gekwalifiseer,” ‘n versteller en/of naaister met minstens ses maande ervaring;

„versteller en/of naaister, ongekwalifiseer,” ‘n versteller en/of naaister met minder as ses maande ervaring;

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

„verpakker”, ‘n werknemer wat kledingstukke en ander goedere vir afsending byeenplaas, indraai en in pakkettoe maak;

„verpakker, gekwalifiseer,” ‘n verpakker in die droogskoonmaakafdeling met minstens ses maande ervaring;

„verpakker, ongekwalifiseer,” ‘n verpakker in die droogskoonmaakafdeling met minder as ses maande ervaring;

„stukwerk of taakwerk”, ‘n werkwyse waarby ‘n werknemer se besoldiging volgens die hoeveelheid of omvang van vertrigte werk bereken word;

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

„gewone naaiwerker, gekwalifiseer,” ‘n gewone naaiwerker met minstens ses maande ervaring;

„gewone naaiwerker, ongekwalifiseer,” ‘n gewone naaiwerker met minder as ses maande ervaring;

„perser”, ‘n werknemer wat ‘n persmasjiendienaar bedien;

„perser, gekwalifiseer,” in die droogskoonmaakafdeling van die bedryf ‘n perser met minstens nege maande ervaring;

„perser, ongekwalifiseer,” in die droogskoonmaakafdeling van die bedryf ‘n perser met minder as nege maande ervaring;

„perser, gekwalifiseer,” in die wasseryafdeling van die bedryf ‘n perser met minstens drie maande ervaring;

„perser, ongekwalifiseer,” in die wasseryafdeling van die bedryf ‘n perser met minder as drie maande ervaring;

„ontvangdépôtdienaar”, ‘n werknemer wat goedere wat gewas en gestryk, skoongemaak of gekleur moet word, van klante ontvang en/of sulke goedere na die prosesbehandeling daarvan aan klante teruglewer (waaronder ook die aanneem van die geld vir die prosesbehandeling van sulke goedere en die bank van daardie geld begrepe is), en/of wat vir die aantekenwerk van die dépôt verantwoordelik is;

„ontvangdépôtdienaar, gekwalifiseer,” ‘n ontvangstdépôtdienaar met minstens ‘n jaar ervaring;

„ontvangdépôtdienaar, ongekwalifiseer,” ‘n ontvangstdépôtdienaar met minder as ‘n jaar ervaring;

„hemde- en boordjiestrykmasjiendienaar”, ‘n werknemer wat hemde en/of boordjies met ‘n masjiendienaar stryk;

„hemde- en boordjiestrykmasjiendienaar, gekwalifiseer,” ‘n hemde- en boordjiestrykmasjiendienaar met minstens drie maande ervaring;

„hemde- en boordjiestrykmasjiendienaar, ongekwalifiseer,” ‘n hemde- en boordjiestrykmasjiendienaar met minder as drie maande ervaring;

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

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

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

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

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

“marker, unqualified,” means a marker who has had less than six months’ experience;

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

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

“mechanic’s labourer, qualified,” means a mechanic’s labourer who has had not less than three months’ experience;

“mechanic’s labourer, unqualified,” means a mechanic’s labourer who has had less than three months’ experience;

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

“mender and/or seamstress, qualified,” means a mender and/or seamstress who has had not less than six months’ experience;

“mender and/or seamstress, unqualified,” means a mender and/or seamstress who has had less than six months’ experience;

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

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

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

“packer, unqualified,” means a packer in the dry cleaning section who has had less than six months’ experience;

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

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

“plain sewer, qualified,” means a plain sewer who has had not less than six months’ experience;

“plain sewer, unqualified,” means a plain sewer who has had less than six months’ experience;

“presser” means an employee engaged in operating a pressing machine;

“presser, qualified,” in the dry cleaning section of the industry, means a presser who has had not less than nine months’ experience;

“presser, unqualified,” in the dry cleaning section of the industry, means a presser who has had less than nine months’ experience;

“presser, qualified,” in the laundry section of the industry, means a presser who has had not less than three months’ experience;

“presser, unqualified,” in the laundry section of the industry, means a presser who has had less than three months’ experience;

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

“receiving depot assistant, qualified,” means a receiving depot assistant who has had not less than one year’s experience;

“receiving depot assistant, unqualified,” means a receiving depot assistant who has had less than one year’s experience;

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

“shirt and collar machinist, qualified,” means a shirt and collar machinist who has had not less than three months’ experience;

“shirt and collar machinist, unqualified,” means a shirt and collar machinist who has had less than three months’ experience;

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

„sorteerder”, 'n werknemer wat goedere volgens hulle uit-kenningsmerke sorteer en wat gemagtig is om klaar behandelde goedere býeen te plaas om gefakteert of verpak te word;

„sorteerder, gekwalifiseer,” 'n sorteerd met minstens ses maande ervaring;

„sorteerder, ongekwalifiseer,” 'n sorteerd met minder as ses maande ervaring;

„vlekuithaler”, 'n werknemer wat kolle of vlekke uit goedere verwyder deur middel van enige proses behalwe om met water te borsel;

„vlekuithaler, gekwalifiseer,” 'n vlekuithaler met minstens ses maande ervaring;

„vlekuithaler, ongekwalifiseer,” 'n vlekuithaler met minder as ses maande ervaring;

„droogtrommelbediener”, 'n werknemer wat 'n droogtrommel-masjién oppas of bedien;

„stromer”, 'n werknemer wat met 'n pofgoedstomer, 'n stoombald of 'n broekspanraam werk;

„bestelwaman”, 'n werknemer wat 'n bestellingwerwer of motorvoertuigbestuurder by die verrigting van dié se werk behulpzaam is, onder die toesig van die bestellingwerwer of bestuurder, maar wat nie 'n motorvoertuig bestuur of bestellings aanvra, versoek of werf nie;

„loon”, dié deel van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure wat in klosule 6 (1) voorgeskryf word;

„natskoonmaker of waterborselaar”, 'n werknemer wat goedere met die hand was en daarby 'n borsel, doek of spons met seep of 'n seepoplossing of -poerie gebruik, en sluit iemand in wat met 'n stoomspuit werk;

„natskoonmaker of waterborselaar, gekwalifiseer,” 'n natskoonmaker of waterborselaar met minstens drie maande ervaring;

„natskoonmaker of waterborselaar, ongekwalifiseer,” 'n natskoonmaker of waterborselaar met minder as drie maande ervaring.

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

4. BESOLDIGING.

(1) Behoudens die bepalings van hierdie klosule en van klosule 5, moet 'n werkewer die minimum loon wat hieronder vermeld word, aan elke lid van onderstaande klasse van sy werknemers betaal:

A.—Algemeen.

Per week.
£ s. d.

| | |
|--|---------|
| Ketelbediener..... | 2 0 0 |
| Pestellingwerwer..... | 4 0 0 |
| Los werknemer: Vir elke dag of gedeelte van 'n dag, een-vyfde van die voorgeskrewe loon vir 'n werknemer van sy klas. | |
| Onderbaas— | |
| Wat die opsig oor natskoonmakers of waterborselaars het..... | 2 5 0 |
| Wat die opsig oor algemene werknemers het.... | 2 2 6 |
| Wat die opsig oor ander werknemers het, 10s. per week meer as die hoogste weekloon wat ten opsigte van gekwalifiseerde in hierdie ooreenkoms voorgeskryf word vir die werknemers wat onder sy opsig staan. | |
| Klerklike werknemer, manlik, gekwalifiseer..... | 5 15 5 |
| Klerklike werknemer, manlik, ongekwalifiseer— | |
| Gedurende die eerste jaar ervaring..... | 1 16 11 |
| Gedurende die tweede jaar ervaring..... | 2 13 1 |
| Gedurende die derde jaar ervaring..... | 3 9 3 |
| Gedurende die vierde jaar ervaring..... | 4 5 4 |
| Gedurende die vyfde jaar ervaring..... | 5 1 6 |
| Klerklike werknemer, vroulik, gekwalifiseer..... | 3 9 3 |
| Klerklike werknemer, vroulik, ongekwalifiseer— | |
| Gedurende die eerste jaar ervaring..... | 1 16 11 |
| Gedurende die tweede jaar ervaring..... | 2 5 0 |
| Gedurende die derde jaar ervaring..... | 2 13 1 |
| Gedurende die vierde jaar ervaring..... | 3 1 2 |
| Motorvoertuigbestuurder..... | 4 0 0 |
| Dierevoertuigdrywer..... | 1 13 6 |
| Ondersoeker, gekwalifiseer..... | 2 0 0 |
| Ondersoeker, ongekwalifiseer— | |
| Gedurende die eerste drie maande ervaring..... | 1 7 6 |
| Gedurende die tweede drie maande ervaring..... | 1 12 6 |
| Voorman..... | 7 10 0 |
| Voorvrou..... | 4 10 0 |
| Blindstopper, gekwalifiseer..... | 3 0 0 |
| Blindstopper, ongekwalifiseer— | |
| Gedurende die eerste ses maande ervaring..... | 1 15 0 |
| Gedurende die tweede ses maande ervaring..... | 2 1 6 |
| Gedurende die derde ses maande ervaring..... | 2 8 0 |
| Gedurende die vierde ses maande ervaring..... | 2 14 6 |

“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 buildings, caused by accident or unforeseen emergency or to slackness of trade due to seasonal or other fluctuation in trade, or to shortage of raw material;

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

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

“sorter, unqualified,” means a sorter who has had less than six months' experience;

“spotter” means an employee engaged in removing spots or stains from articles by any process other than water brushing;

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

“spotter, unqualified,” means a spotter who has had less than six months' experience;

“tumbler attendant” means an employee who attends to or operates a tumbler machine;

“steamer” means an employee who operates a puff steamer, steam board or trouser stretcher;

“vanman” means an employee who under the supervision of a canvasser or a driver of a motor vehicle assists such driver or canvasser in the performance of his duties, but who does not drive a motor vehicle or invite, solicit or canvass orders;

“wage” means that portion of remuneration payable to an employee in money in respect of the ordinary hours of work laid down in section 6 (1);

“wet cleaner or water brusher” means an employee engaged in washing articles by hand with the use of a brush, cloth or sponge and soap or a soap solution or powder, and shall include a steam gun operator;

“wet cleaner or water brusher, qualified,” means a wet cleaner or water brusher who has had not less than three months' experience;

“wet cleaner or water brusher, unqualified,” means a wet cleaner or water brusher who has had less than three months' experience;

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

4. REMUNERATION.

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

A.—General.

Per Week.
£ s. d.

| | |
|---|---------|
| Boiler attendant..... | 2 0 0 |
| Canvasser..... | 4 0 0 |
| Casual employee—For each day or part of a day, one-fifth of the wage prescribed for an employee of his class. | |
| Chargehand— | |
| In charge of wet cleaners or water brushers..... | 2 5 0 |
| In charge of general workers..... | 2 2 6 |
| In charge of other employees—10s. per week more than the highest qualified weekly wage prescribed in this Agreement for the employees under his charge. | |
| Clerical employee, male, qualified..... | 5 15 5 |
| Clerical employee, male, unqualified— | |
| For the first year of experience..... | 1 16 11 |
| For the second year of experience..... | 2 13 1 |
| For the third year of experience..... | 3 9 3 |
| For the fourth year of experience..... | 4 5 4 |
| For the fifth year of experience..... | 5 1 6 |
| Clerical employee, female, qualified..... | 3 9 3 |
| Clerical employee, female, unqualified— | |
| For the first year of experience..... | 1 16 11 |
| For the second year of experience..... | 2 5 0 |
| For the third year of experience..... | 2 13 1 |
| For the fourth year of experience..... | 3 1 2 |
| Driver of motor vehicle..... | 4 0 0 |
| Driver of animal-drawn vehicle..... | 1 13 6 |
| Examiner, qualified..... | 2 0 0 |
| Examiner, unqualified— | |
| During first three months of experience..... | 1 7 6 |
| During second three months of experience..... | 1 12 6 |
| Foreman..... | 7 10 0 |
| Forewoman..... | 4 10 0 |
| Invisible mender, qualified..... | 3 0 0 |
| Invisible mender, unqualified— | |
| For the first six months of experience..... | 1 15 0 |
| For the second six months of experience..... | 2 1 6 |
| For the third six months of experience..... | 2 8 0 |
| For the fourth six months of experience..... | 2 14 6 |

| | <i>Per week.</i> £ s. d. | <i>Per Week.</i> £ s. d. | |
|--|-----------------------------|---|--|
| Faktuurklerk, manlik, gekwalifiseer..... | 4 12 4 | Invoice clerk, male, qualified..... | |
| Faktuurklerk, manlik, ongekwalifiseer— | | Invoice clerk, male, unqualified— | |
| Gedurende die eerste ses maande ervaring..... | 1 16 11 | For the first six months of experience..... | |
| Gedurende die tweede ses maande ervaring..... | 2 10 9 | For the second six months of experience..... | |
| Gedurende die derde ses maande ervaring..... | 3 4 7 | For the third six months of experience..... | |
| Gedurende die vierde ses maande ervaring..... | 3 18 6 | For the fourth six months of experience..... | |
| Faktuurklerk, vroulik, gekwalifiseer..... | 3 0 0 | Invoice clerk, female, qualified..... | |
| Faktuurklerk, vroulik, ongekwalifiseer— | | Invoice clerk, female, unqualified— | |
| Gedurende die eerste ses maande ervaring..... | 1 16 11 | For the first six months of experience..... | |
| Gedurende die tweede ses maande ervaring..... | 2 2 6 | For the second six months of experience..... | |
| Gedurende die derde ses maande ervaring..... | 2 8 6 | For the third six months of experience..... | |
| Gedurende die vierde ses maande ervaring..... | 2 14 3 | For the fourth six months of experience..... | |
| Onthoudman..... | 5 0 0 | Maintenance man..... | |
| Versteller en/of naaister, gekwalifiseer..... | 1 17 6 | Mender and/or seamstress, qualified..... | |
| Versteller en/of naaister, ongekwalifiseer— | | Mender and/or seamstress, unqualified— | |
| Gedurende die eerste drie maande ervaring..... | 1 7 6 | During the first three months of experience..... | |
| Gedurende die tweede drie maande ervaring..... | 1 12 6 | During the second three months of experience..... | |
| Werktuigkundige..... | 7 9 6 | Mechanic..... | |
| Werktuigkundige se handlanger, gekwalifiseer..... | 1 17 6 | Mechanic's labourer, qualified..... | |
| Werktuigkundige se handlanger, ongekwalifiseer..... | 1 12 6 | Mechanic's labourer, unqualified..... | |
| Aflewingsbode..... | 1 13 6 | Messenger boy..... | |
| Gewone naaiwerker en/of plooier, gekwalifiseer..... | 1 15 0 | Plain sewer and/or pleater, qualified..... | |
| Gewone naaiwerker en/of plooier, ongekwalifiseer— | | Plain sewer and/or pleater, unqualified— | |
| Gedurende die eerste drie maande ervaring..... | 1 5 0 | During first three months of experience..... | |
| Gedurende die tweede drie maande ervaring..... | 1 10 0 | During second three months of experience..... | |
| Ontvangdépôtdienaar, gekwalifiseer..... | 2 11 0 | Receiving depot assistant, qualified..... | |
| Ontvangdépôtdienaar, ongekwalifiseer— | | Receiving depot assistant, unqualified— | |
| Gedurende die eerste ses maande ervaring..... | 1 17 6 | During first six months of experience..... | |
| Gedurende die tweede ses maande ervaring..... | 2 2 6 | During second six months of experience..... | |
| Telefonis..... | 2 10 0 | Telephone operator..... | |
| Droogtrommelbediener..... | 1 13 6 | Tumbler attendant..... | |
| Bestelwaman..... | 1 13 6 | Vanman..... | |
| Wag of oppasser..... | 2 0 0 | Watchman or caretaker..... | |
| Werknemers wat nie elders in hierdie subklousule genoem word nie— | | Employees not elsewhere specified in this sub-section— | |
| Gedurende die eerste drie maande ervaring..... | 1 12 6 | During first three months of experience..... | |
| Daarna..... | 1 15 0 | Thereafter..... | |
| <i>B.—Afdeling Droogschoonmakery.</i> | | | |
| Bensienwasmasjienbediener, gekwalifiseer..... | 2 0 0 | <i>B.—Dry Cleaning Section.</i> | |
| Bensienwasmasjienbediener, ongekwalifiseer, gedurende die eerste drie maande ervaring..... | 1 13 6 | Benzine washing machine operator, qualified..... | |
| Nasiener, gekwalifiseer..... | 2 5 0 | Benzine washing machine operator, unqualified, during first three months of experience..... | |
| Nasiener, ongekwalifiseer— | | Checker, qualified..... | |
| Gedurende die eerste ses maande ervaring..... | 1 17 6 | Checker, unqualified— | |
| Gedurende die tweede ses maande ervaring..... | 2 1 3 | During first six months of experience..... | |
| Nasienersassistent of afroeper..... | 1 12 6 | During second six months of experience..... | |
| Skoonmaker, gekwalifiseer..... | 7 10 0 | Checker's assistant or caller-out..... | |
| Skoonmaker, ongekwalifiseer— | | Cleaner, qualified..... | |
| Gedurende die eerste jaar ervaring..... | 1 10 0 | Cleaner, unqualified— | |
| Gedurende die tweede jaar ervaring..... | 2 14 0 | For the first year of experience..... | |
| Gedurende die derde jaar ervaring..... | 3 18 0 | For the second year of experience..... | |
| Gedurende die vierde jaar ervaring..... | 5 2 0 | For the third year of experience..... | |
| Gedurende die vyfde jaar ervaring..... | 6 6 0 | For the fourth year of experience..... | |
| Kleurder..... | 7 10 0 | For the fifth year of experience..... | |
| Droogschoonmaakmasjienbediener (behalwe 'n bensienmasjienbediener)— | | Dyer..... | |
| Gedurende die eerste drie maande ervaring..... | 1 9 6 | Dry cleaning machine attendant (other than a benzine machine attendant) — | |
| Daarna..... | 1 14 6 | During first three months of experience..... | |
| Algemene werknekmers— | | Thereafter..... | |
| Agtien jaar oud of ouer..... | 1 13 6 | General workers— | |
| Onder agtien jaar..... | 1 2 6 | Eighteen years or over..... | |
| (Met dien verstaande dat daar 'n loon van minstens £1. 13s. 6d. per week aan 'n algemene werknekmer onder die agtien jaar oud betaal moet word, ongeag sy ouderdom, na twaalf maande diens by dieselfde werk-gewer). | | Under eighteen years of age..... | |
| Hoedeblokker en/of -fatsoeneerde, gekwalifiseer.. | 2 0 0 | Provided that after twelve months' employment with the same employer a general worker under eighteen years of age shall be paid a wage of not less than £1. 13s. 6d. per week, irrespective of his age. | |
| Hoedeblokker en/of -fatsoeneerde ongekwalifiseer— | | Hat blocker and/or shaper, qualified..... | |
| Gedurende die eerste drie maande ervaring..... | 1 10 0 | Hat blocker and/or shaper, unqualified— | |
| Gedurende die tweede drie maande ervaring..... | 1 15 0 | During first three months of experience..... | |
| Strykers, gekwalifiseer..... | 2 0 0 | During second three months of experience..... | |
| Strykers, ongekwalifiseer— | | Ironers, qualified..... | |
| Gedurende die eerste ses maande ervaring..... | 1 10 0 | Ironers, unqualified— | |
| Gedurende die tweede ses maande ervaring..... | 1 15 0 | During first six months of experience..... | |
| Merker, gekwalifiseer..... | 2 2 6 | During second six months of experience..... | |
| Merker, ongekwalifiseer— | | Marker, qualified..... | |
| Gedurende die eerste drie maande ervaring..... | 1 10 0 | Marker, unqualified— | |
| Gedurende die tweede drie maande ervaring..... | 1 15 0 | During first three months of experience..... | |
| Verpakker, gekwalifiseer..... | 2 0 0 | During second three months of experience..... | |
| Verpakker, ongekwalifiseer— | | Packer, qualified..... | |
| Gedurende die eerste drie maande ervaring..... | 1 10 0 | Packer, unqualified— | |
| Gedurende die tweede drie maande ervaring..... | 1 15 0 | During first three months of experience..... | |
| Persers, gekwalifiseer..... | 2 5 0 | During second three months of experience..... | |
| Persers, ongekwalifiseer— | | Pressers, qualified..... | |
| Gedurende die eerste drie maande ervaring..... | 1 12 6 | Pressers, unqualified— | |
| Gedurende die tweede drie maande ervaring..... | 1 15 3 | During first three months of experience..... | |
| Persers, gekwalifiseer..... | 2 5 0 | During second three months of experience..... | |
| Persers, ongekwalifiseer— | | Sorter, qualified..... | |
| Gedurende die eerste drie maande ervaring..... | 1 17 6 | Sorter, unqualified— | |
| Gedurende die derde drie maande ervaring..... | 2 0 0 | During first three months of experience..... | |
| Sorteerder, gekwalifiseer..... | | During second three months of experience..... | |
| Sorteerder, ongekwalifiseer— | | Spotters, qualified..... | |
| Gedurende die eerste drie maande ervaring..... | 1 10 0 | Spotters, unqualified— | |
| Gedurende die tweede drie maande ervaring..... | 1 15 0 | During first three months of experience..... | |
| Vlekuithalers, gekwalifiseer..... | 2 0 0 | During second three months of experience..... | |
| Vlekuithalers, ongekwalifiseer— | | During first three months of experience..... | |
| Gedurende die eerste drie maande ervaring..... | 1 10 0 | During second three months of experience..... | |
| Gedurende die tweede drie maande ervaring..... | 1 15 0 | During first three months of experience..... | |

| | Per week. £ s. d. | Per Week. £ s. d. |
|---|----------------------|----------------------|
| Stomer— | | |
| Gedurende die eerste drie maande ervaring..... | 1 10 0 | 1 10 0 |
| Daarna..... | 1 15 0 | 1 15 0 |
| Natskoonmakers of waterborselaars, gekwalifiseer..... | 1 15 0 | 1 15 0 |
| Natskoonmakers of waterborselaars, ongekwalifiseer, gedurende die eerste drie maande ervaring..... | 1 12 6 | 1 12 6 |
| C.—Afdeling Wassery. | | |
| Nasiener, gekwalifiseer..... | 2 10 0 | |
| Nasiener, ongekwalifiseer— | | |
| Gedurende die eerste ses maande ervaring..... | 1 15 0 | 1 15 0 |
| Gedurende die tweede ses maande ervaring..... | 2 2 6 | 2 2 6 |
| Nasienerassistent of afroeper..... | 1 12 6 | |
| Algemene werknemers— | | |
| Agtien jaar oud of ouer..... | 1 13 6 | 1 13 6 |
| Onder agtien jaar..... | 1 2 6 | 1 2 6 |
| (Met dien verstande dat 'n loon van minstens £1. 13s. 6d. per week aan 'n algemene werknemer onder agtien jaar oud betaal moet word, ongeag sy ouderdom, na twaalf maande diens by dieselfde werkewer.) | | |
| Droogmasjienbedieners— | | |
| Gedurende die eerste drie maande ervaring..... | 1 9 6 | |
| Daarna..... | 1 14 6 | 1 14 6 |
| Stryker, gekwalifiseer..... | 1 14 6 | |
| Stryker, ongekwalifiseer, gedurende die eerste drie maande ervaring..... | 1 9 6 | 1 9 6 |
| Mangelbedieners..... | 1 12 0 | |
| Merker, gekwalifiseer..... | 1 17 6 | |
| Merker, ongekwalifiseer— | | |
| Gedurende die eerste drie maande ervaring..... | 1 7 6 | 1 7 6 |
| Gedurende die tweede drie maande ervaring..... | 1 12 6 | 1 12 6 |
| Verpakker..... | 1 12 0 | |
| Perser, gekwalifiseer..... | 1 14 6 | |
| Perser, ongekwalifiseer, gedurende die eerste drie maande ervaring..... | 1 9 6 | |
| Hemde- en boordjiestrykmassjenbediener, gekwalifiseer..... | 1 14 6 | |
| Hemde- en boordjiestrykmassjenbediener, ongekwalifiseer, gedurende die eerste drie maande ervaring..... | 1 9 0 | |
| Sorteerder, gekwalifiseer..... | 1 17 6 | |
| Sorteerder, ongekwalifiseer— | | |
| Gedurende die eerste drie maande ervaring..... | 1 7 6 | 1 7 6 |
| Gedurende die tweede drie maande ervaring..... | 1 12 6 | 1 12 6 |
| Wasmasjienbediener— | | |
| Gedurende die eerste drie maande ervaring..... | 1 9 6 | 1 9 6 |
| Daarna..... | 1 14 6 | |
| Natskoonmaker of waterborselaar, gekwalifiseer..... | 1 14 6 | |
| Natskoonmaker of waterborselaar, ongekwalifiseer | 1 9 6 | |

(2) **Lewenskostetoeleae.**—Lewenskostetoeleae word betaal volgens voorskrif van Oorlogsmaatregel No. 43 van 1942 (soos van tyd tot tyd gewysig) of van wetgewing waardeur dit vervang word.

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

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

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

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

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

Met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is nie as daar slegs op grond van ervaring, geslag of ouderdom 'n onderskeid tussen klasse ooreenkomsdig subklousule (1) gemaak word.

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

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

(6) **Aansporingswerk.**—(i) Behoudens die bepaling dat daar aan 'n werknemer 'n kleiner bedrag as wat hom kragtens hierdie klousule sou toekom, betaal mag word nie, kan 'n werkewer die besoldiging van 'n werknemer volgens die hoeveelheid of omvang van verrigte werk vasstel; met dien verstande dat so 'n stelsel van besoldiging nie toegelaat word nie behalwe in die

| | Per Week. £ s. d. |
|---|----------------------|
| Steamer— | |
| During first three months of experience..... | 1 10 0 |
| Thereafter..... | 1 15 0 |
| Wet cleaners or water brushers, qualified..... | 1 15 0 |
| Wet cleaners or water brushers, unqualified, during first three months of experience..... | 1 12 6 |

C.—Laundry Section.

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

(2) **Cost of Living Allowances.**—The cost living allowances payable shall be that laid down in War Measure No. 43 of 1942, as amended from time to time, or any legislation substituted therefor.

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

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

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

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

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

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

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

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

(6) **Incentive Work.**—(i) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this clause, an employer may base an employee's remuneration on the quantity or output of work done; provided that no such system of remuneration shall be per-

vorm van 'n aansporingskema waarvan die voorwaardes by ooreenkoms volgens paragrawe (ii) en (iii) van hierdie subklousule bepaal is.

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

(iii) Die voorwaardes (en elke later verandering daarvan) waaroor die komitee ooreengekom het vir so 'n aansporingskema, word op skrif gestel en deur die lede van die komitee onderteken, en mag nie deur die komitee gewysig of deur die een of ander van die partye opgesê word nie tensy die party wat die Ooreenkoms wil wysig of opse, aan die ander party skriftelik kennis gegee het soos deur die partye beding is toe huile die Ooreenkoms aangegaan het.

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

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

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

Geen ongekwalifiseerde skoonmaker mag langer as ses maande sonder verlof van die Raad in diens gehou word nie; en die Raad kan vereis dat daar, as voorwaarde waaronder sodanige verlof toegestaan word, 'n leerlingkontrak volgens die wette op here en dienaars aangegaan word. Die leervoorwaardes van so 'n kontrak is onderworpe aan goedkeuring deur die Raad. Vier eksemplare van elke kontrak word aan die sekretaris van die Raad gestuur; hy behou een eksemplaar en stuur die ander drie aan die Registrateur van Vakleerlinge deur om aangeteken te word. Daarna word die oorspronklike eksemplaar deur die werkgever, 'n ander eksemplaar deur die vakleerling, en die derde eksemplaar deur die Registrateur van Vakleerlinge behou. By voleindiging van die kontrak word die oorspronklike daarvan, nadat die Registrateur van Vakleerlinge aangeteken het dat dit afgedoen is, aan die vakleerling deur die werkgever oorhandig as bewys dat hy die leervoorwaardes volbring het en teen teruglevering van die eksemplaar wat die vakleerling besit.

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

5. BETALING VAN BESOLDIGING.

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

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

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

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

(5) *Kos en inwoning.*—Behoudens die beplings van die Naturellen (Stadsgebieden) Wet, 1923, en van die Naturellearbeid Regellingswet, 1911, mag geen werkgever van sy werknemer vereis om by hom, of by 'n persoon of plek wat hy aanwys, kosganger te wees of in te woon nie.

missible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in paragraphs (ii) and (iii) of this sub-clause.

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

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

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

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

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

No unqualified cleaner may be retained in employment for longer than six months without permission of the Council and the Council may require as a condition under which such permission is granted that a contract of apprenticeship be entered into in terms of the Master and Servants' Act. The conditions of apprenticeship contained in such contract shall be subject to the approval of the Council and four copies of each contract shall be forwarded to the Secretary of the Council, who shall retain one copy and forward the remaining three to the Registrar of Apprenticeship for noting. The original copy shall thereafter be retained by the employer, another copy by the apprentice and the third by the Registrar of Apprenticeship. On completion of the contract, the original contract shall, after termination has been noted by the Registrar of Apprenticeship, be handed over to the apprentice by the employer as proof of his having completed the terms of apprenticeship and in exchange for the copy in the possession of the apprentice.

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

5. PAYMENT OF REMUNERATION.

(1) *Employee Other than a Casual Employee.*—Save as provided in section 7 (3), any amount due to an employee shall be paid in money weekly, or, if the employer and the employee have agreed thereto in writing, monthly, during the hours of work or within twenty minutes of ceasing work on the usual pay day of the establishment, or on termination of employment, if this takes place before the usual pay day, and shall be contained in an envelope or other container or, shall be accompanied by a statement showing the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made; provided further that where due to short time an employee ceases work on the usual pay day of the establishment earlier than the normal finishing time, he shall be paid within twenty minutes of ceasing work and where an employee due to overtime ceases to work after 5.30 p.m. on the usual pay day, he shall be paid not later than 5.50 p.m. on that day.

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

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

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

(5) *Board and Lodging.*—Save as provided in the Natives (Urban Areas) Act, 1923, and the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

(6) *Boetes en kortings.*—'n Werkgever mag geen boetes van sy werknemer hef nie, en hy mag niks van sy werknemer se besoldiging afstrek nie behoudens onderstaande kortings:—

- (a) bedrae wat kragtens klousule 17 vir die siektebystandfonds, kragtens klousule 19 vir heffings ten bate van die Raad, en kragtens klousule 20 vir vakverenigingledegelede, afstrek word;
- (b) bedrae wat met sy werknemer se skriftelike toestemming vir vakansie-, versekerings-, voorsorgs- of pensioenfondse afgetrek word;
- (c) 'n korting (behalwe in gevalle waarop klousule 8 slaan) wat eweredig is aan die duur van sy werknemer se afwezigheid wanneer dié van die werk wegby of afwesig is weens 'n ongeval of om gesondheidsredes;
- (d) enige bedrag wat 'n werkgever volgens wet of kragtens bevel van 'n bevoegde hof moet of mag afstrek;
- (e) wanneer 'n werknemer toestem of verplig is, ingevolge die Naturellen (Stadsgebieden) Wet, 1923, of die Naturelle-arbeid Regelingswet, 1911, om kos en/of huisvesting van sy werkgever aan te neem, kortings wat onderstaande bedrae nie oorskry nie:

| | <i>Per week.</i> | <i>Per maand.</i> |
|-------------------------|------------------|-------------------|
| | <i>£ s. d.</i> | <i>£ s. d.</i> |
| Kos..... | 0 3 0 | 0 13 0 |
| Huisvesting..... | 0 2 0 | 0 8 8 |
| Kos en huisvesting..... | 0 5 0 | 1 1 8 |

- (f) wanneer die gewone werkure wat in klousule 6 (1) voorgeskryf word, weens korttyd verminder word, 'n korting ten opsigte van elke uur vermindering—ten bedrae van 'n ses-en-veertigste van die werknemer se werklike weekloon, bygesê dat daardie weekloon minstens moet gelykstaan met die weekloon wat in subklousule (1) van klousule 4 vir 'n werknemer van sy klas voorgeskryf word; met dien verstande dat hierdie korting nie toegepas word nie—
 - (i) tensy die Raad se goedkeuring vooraf verkry is;
 - (ii) in die geval van korttyd wat deur slapte in die bedryf weens bedryfskommeling na gelang van die jaargety of ander omstandighede, of deur 'n tekort aan grondstowwe, veroorsaak word, tensy die werkgever minstens vier uur vooraf aan sy werknemer kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;
 - (iii) ten opsigte van die eerste uur wat nie gewerk word nie, in die geval van korttyd wat veroorsaak word deurdat bedryfsinstallasie of masjinerie geheel onklaar raak of geboue dreig om in te stort, ten gevolge van 'n ongeval of onvoorsieno noodgeval, tensy die werkgever die vorige dag aan sy werknemers kennis gegee het dat daar geen werk beskikbaar sal wees nie;
- (g) in die geval van 'n werknemer wat nie in of in verband met 'n ontvangdépôt werk nie, 'n korting ten opsigte van enige openbare feesdag waarop die werknemer nie mag of hoeft te werk nie (behalwe Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag), ten bedrae van die geld wat die werknemer sou verdien het as hy sy gemiddelde gewone werkure vir die betrokke dag van die week op bedoelde feesdag gewerk het; met dien verstande dat wanneer bedoelde openbare feesdag op 'n Saterdag val, daar in die geval van 'n werknemer vir wie daar vyf werkdae in 'n week is, geen korting toegepas mag word nie, en in die geval van 'n werknemer vir wie daar ses werkdae in 'n week is, 'n korting toegepas word ten bedrae van die geld wat die werknemer sou verdien het as hy sy toepaslike gewone ure op daardie Saterdag gewerk het.

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

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

- (A) in die geval van 'n werknemer wat nie 'n bestellingwerwer of bestelwaman, 'n dierevoertuigdrywer of 'n motorvoertuigbestuurder is of met die aflewering van goedere belas is nie—
 - (a) ses-en-veertig uur in 'n week vanaf Maandag tot en met Saterdag;
 - (b) agt uur op 'n dag; met dien verstande dat—
 - (i) wanneer so 'n werknemer se werkure op een dag in 'n week nie meer as vyf is nie, die perk van agt uur op 'n dag op ander dae van die week met hoogstens 'n halfuur oorskry kan word;
 - (ii) en wanneer daar hoogstens vyf dae in 'n week gewerk word, die perk van agt uur op 'n dag op daardie dae met een en 'n kwart uur oorskry kan word;
- mits die gewone werkure in 'n week na sodanige oorskryding nie bo die ses-en-veertig beloop nie;
- (B) in die geval van 'n bestellingwerwer of bestelwaman, 'n motorvoertuigbestuurder, 'n dierevoertuigdrywer, of 'n werknemer wat met die aflewering van goedere belas is—
 - (a) agt-en-veertig uur in 'n week vanaf Maandag tot en met Saterdag;
 - (b) tien uur op 'n dag.

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

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

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

| | <i>Per Week.</i> | <i>Per Month.</i> |
|------------------------|------------------|-------------------|
| | <i>£ s. d.</i> | <i>£ s. d.</i> |
| Board..... | 0 3 0 | 0 13 0 |
| Lodging..... | 0 2 0 | 0 8 8 |
| Board and lodging..... | 0 5 0 | 1 1 8 |

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

- (i) unless the prior approval of the Council has been obtained;
- (ii) in case of short time arising out of slackness of trade due to seasonal or other fluctuation in trade or shortages of raw material, unless the employer has given his employee not less than four hours notice of his intention so to reduce the ordinary hours of work;
- (iii) in the case of short time arising out of a general breakdown of plant or machinery or a threatened breakdown of buildings, due to accident or other unforeseen emergency, in respect of the first hour not worked unless the employer has given his employees notice on the previous day that no work will be available.

(g) In the case of any employee who is not employed in or in connection with a receiving depot, a deduction in respect of any public holiday other than New Year's Day, Good Friday, Day of the Covenant or Christmas Day on which an employee is required or permitted not to work, of an amount equal to the amount the employee would have earned had he worked on such holiday his average ordinary hours of work for that day of the week; provided that when such public holiday falls on a Saturday no deduction shall be made in the case of an employee who works a five-day week, and in the case of an employee who works a six-day week the deduction shall be an amount equal to the amount the employee would have earned had he worked his usual ordinary hours on such Saturday.

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

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

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

- (a) forty-six hours in any week from Monday to Saturday inclusive;
- (b) eight in any day: Provided that—

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

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

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

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

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

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

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

- (a) as die pouse langer as 'n uur duur, die tydsduur daarvan bo een en 'n kwart uur wel as deel van die gewone werkure of (na gelang van die geval) vir oortyd gereken word;
- (b) werkverrigting wat deur 'n korter pouse as van 'n uur onderbreek word, vir aanenlopend gereken word.

(4) *Ruspouses.*—'n Werkgever moet aan elke werknemer in sy diens wat werk in of betreffende sy inrigting doen (behalwe 'n bestellingswerwer of bestelwaman, 'n motorvoertuigbestuurder, 'n dierevoertuigdrywer, of 'n werknemer wat met die aflewering van goedere belas is), 'n ruspose van minstens tien minute toelaat so ha as moontlik—

- (a) in die middel van die eerste werkperiode op elke dag, en
- (b) in die middel van die tweede werkperiode op elke dag as dié periode langer as drie en 'n half uur duur;

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

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

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

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

- (a) sy werknemer meer as tien uur oortyd in 'n week werk nie;
 - (b) 'n manlike werknemer wat in sy inrigting werkzaam is, meer as drie uur oortyd op één dag, in die tydvak Maandag tot Vrydag, werk nie.
- (8) *Vroulike werknemers.*—'n Werkgever mag nie vereis of toelaat nie dat 'n vroulike werknemer—
- (a) tussen sesuur nm. en sesuur vm. werk;
 - (b) op meer as vyf dae in 'n week na eenuur nm. werk;
 - (c) meer as twee uur oortyd op 'n dag werk;
 - (d) oortyd op meer as sesig dae in 'n jaar werk;
 - (e) oortyd op meer as drie agtereenvolgende dae werk;
 - (f) langer as 'n uur oortyd op 'n dag na voltooiing van haar gewone werkure werk tensy hy—

- (i) dit die werknemer voor twaalfuur die middag aangesê het, of
- (ii) 'n genoegsame ete aan die werknemer verskaf het voordat die oortydwerk begin, of

- (iii) een sjeling en ses pennies betys aan die werknemer betaal het om haar in staat te stel om ete voor die gesette aanvangsystd van die oortydwerk te verkry.

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

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

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

7. JAARLIKSE VERLOF.

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

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

- (i) as die verlof nie eerder toegestaan is nie, dit toegestaan moet word binne twee maande na voltooiing van die jaar diens waarop dit betrekking het;
- (ii) die verloftydperk nie met siekterverlof wat ooreenkomsdig klosule 8 toegestaan word, of met 'n tydperk van oefening wat die werknemer verplig is om ingevolge die Zuid Afrika Verdedigings Wet, 1912, mee te maak, mag saamval nie;

(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-sections (3) and (4) all hours of work shall be consecutive.

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

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

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

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

- (a) to work between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) to work after 1 o'clock p.m. on more than five days in any week;
- (c) to work overtime for more than two hours on any day;
- (d) to work overtime on more than sixty days in any year;
- (e) to work overtime on more than three consecutive days;
- (f) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

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

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

- (iii) paid to such employee one shilling and sixpence in sufficient time to enable her to obtain a meal before the overtime is due to commence.

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

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

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

7. ANNUAL LEAVE.

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

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

- (i) if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of section 8, nor with any period during which an employee is required to undergo training under the South Africa Defence Act, 1912;

(ii) in die geval van 'n werknemer wat in of in verband met 'n ontvangdépôt werk, daar in plaas van elke openbare feesdag wat in die verloftydperk val, en in die geval van enige ander werknemer daar in plaas van Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag (as een van daardie dae in die verloftydperk val), nog 'n dag aan die verloftydperk toegevoeg moet word as verdere verloftyd, met volle besoldiging (ten opsigte van elke dag wat aldus toegevoeg word) ten bedrae van twee-elfdes in die geval van 'n werknemer vir wie daar vyf en 'n half werkdae in 'n week is, en een-vyfde in die geval van 'n werknemer vir wie daar vyf werkdae in 'n week is, van die weekloon (plus lewenskostetoele) wat die werknemer onmiddellik voor die aanvang van die verlof ontvang het, bygesé dat daardie weekloon minstens moet gelykstaan met die weekloon wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf word.

(3) *Besoldiging by verlof.*—Die betaling van besoldiging ten opsigte van die jaarlike verlof wat in subklousule (1) bedoel word, geskied nie later as op die laaste werkdag voor die aanvangesdatum van die verlof nie.

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

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

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

- (a) met verlof ingevolge subklousule (1) afwesig is;
- (b) verplig is om oefeninge ingevolge die Zuid Afrika Verdedigings Wet, 1912, mee te maak;
- (c) op las of versoek van sy werkgewer van die werk afwesig is;
- (d) met siekteverlof ingevolge klousule 8 afwesig is; en dat diens 'n aanvang neem—

(i) vanaf die datum waarop die reg op verlof laaste aan die werknemer toegeval het, in die geval van 'n werknemer aan wie daar voor die inwerkingtreding van hierdie ooreenkoms verlof ooreenkomsdig 'n loonwetvasstelling, nywerheidsraadooreenkoms of arbitrasie-uitspraak toegeken het;

(ii) vanaf die datum waarop die werknemer by sy werkgewer in diens getree het, in die geval van enige ander werknemer;

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

8. SIEKTEVERLOF.

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

- (a) twaalf werkdae siekterlof in die geval van 'n werknemer vir wie daar ses werkdae in 'n week is, en
- (b) tien werkdae siekterlof in die geval van 'n werknemer vir wie daar vyf werkdae in 'n week is,

in 'n jaar aan die werknemer toestaan, en betaling ten opsigte van elke dag daarvan aan hom laat toekom minstens ten bedrae van—

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

van die weekloon wat hy onmiddellik voor die aanvang van die verlof ontvang het, bygesé dat daardie weekloon minstens moet gelykstaan met die weekloon wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf word; met dien verstande dat die werkgewer kan eis dat daar ten opsigte van elke tydperk van afwesigheid waarvoor betaling gevorder word, 'n sertifikaat vertoon moet word wat deur 'n geregistreerde geneesheer onderteken is en waarin die aard en vermoedelike duur van die werknemer se siekte vermeld word; met dien verstande, voorts, dat die bepalings van hierdie klousule nie van toepassing is nie wanneer daar in 'n inrigting, kragtens ooreenkoms tussen 'n werkgewer en sommige van of al sy werknemers of tussen die werkgewer en 'n behoorlik geregistreerde vakvereniging, 'n siekterstandfonds of voorsorgfonds bestaan of ingestel word waartoe die werkgewer, ten opsigte van elkeen van sy werknemers aan wie daar voordele van so 'n fonds kan toeval, 'n bedrag bydra wat minstens gelykstaan met die bedrag deur elkeen van daardie werknemers gestort of gestort te word, bygesé as so 'n werknemer in die geval van

(iii) if in the case of an employee employed in or in connection with a receiving depot, any public holiday, and in the case of any other employee, New Year's Day, Good Friday, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall in substitution for each such day be added to the said period as a further period of leave on full pay; at the rate of two-elevenths in the case of an employee working a five and a half day week, and one-fifth in the case of an employee working a five-day week, of the weekly wage plus cost of living allowance which the employee was receiving immediately before the commencement of such leave in respect of each such day; provided that such weekly wage shall not be less than the weekly wage prescribed in section 4 (1) for an employee of his class.

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

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

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

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

- (a) absent on leave in terms of sub-section (1);
 - (b) required to undergo training under the South Africa Defence Act, 1912;
 - (c) absent from work on the instructions of or at the request of his employer;
 - (d) absent on sick leave in terms of section 8; amounting in the aggregate to not more than ten weeks in any year and shall be deemed to commence—
- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any Wage Determination or Agreement or Award, from the date on which such employee last became entitled to such leave;
 - (ii) in the case of any other employee, from the date on which such employee entered his employer's service.

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

8. SICK LEAVE.

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

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

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

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

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

Provided further, that the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and the probable duration of the employee's illness in respect of each period of absence for which payment is claimed; provided further that, where there exists or may be established in an establishment by virtue of an agreement between the employer and some or all of his employees or between an employer and a duly registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of the employees who stand to benefit thereby, an amount not less than the amount paid or payable by each such employee and out of which fund such employee is, in the case of absence

sy afwesigheid van die werk weens sickte of 'n ongeval (behalwe 'n ongeval ten opsigte waarvan daar 'n reg op skadeloosstelling ingevolge die Ongevallewet, 1941, bestaan), geregagt is om in 'n aletesame 'n bedrag wat minstens met sy volle loon vir twee weke gelykstaan, van daardie fonds te ontvang ten opsigte van die tyd of tye wat hy aidus afwesig is.

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

9. OPENBARE FEESDAE EN SONDAE.

(1) Aan 'n werknemer wat in of in verband met 'n ontvangdépôt werk, word verlof op alle openbare feesdae, en aan enige ander werknemer word verlof op Nuwejaarsdag, Goeie-Vrydag, Geloftedag en Kersdag, toegestaan as sy reg, met volle betaling aan hom, ten opsigte van elkeen van daardie dae, van 'n bedrag wat minstens gelykstaan moet wat die werknemer sou verdien het as hy sy gemiddelde gewone werkure vir die betrokke dag van die week op bedoelde feesdag gewerk het; met dien verstande dat 'n werknemer gelas kan word om op enigeen van daardie dae te werk.

(2) *Betaling vir werk op openbare feesdae.*—(a) Wanneer 'n werknemer (behalwe 'n los werknemer) wat in of in verband met 'n ontvangdépôt werkzaam is, op enige openbare feesdag werk, of enige ander werknemer op Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag werk, dan moet sy werkgever aan hom betaling laat toekom vir elkeen van sulke dae, minstens ten bedrae van so 'n los werknemer se werklike dagloon [bygesé dat daardie dagloon minstens moet gelykstaan met die dagloon wat in klosule 4 (1) vir 'n los werknemer voorgeskryf word], benewens betaling, vir elke uur (of gedeelte daarvan) wat hy aldus gewerk het, van een ses-en-veertigste van die weeklikse besoldiging wat die werknemer onmiddellik voor bedoelde dag ontvang het.

(b) Wanneer 'n los werknemer wat in of in verband met 'n ontvangdépôt werkzaam is, op enige openbare feesdag werk, of enige ander los werknemer op Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag werk, dan moet sy werkgever aan hom betaling laat toekom vir elkeen van sulke dae, minstens ten bedrae van so 'n los werknemer se werklike dagloon [bygesé dat daardie dagloon minstens moet gelykstaan met die dagloon wat in klosule 4 (1) vir 'n los werknemer voorgeskryf word], benewens betaling, vir elke uur (of gedeelte daarvan) wat hy aldus werk, van een-agste van daardie dagloon.

(3) *Betaling vir werk op Sondae.*—Wanneer 'n werknemer (behalwe 'n los werknemer) op 'n Sondag werk, moet sy werkgever—

(a) of betaling aan hom laat toekom minstens ten bedrae van sy werklike weekloon—bygesé dat daardie weekloon minstens moet gelykstaan met die weekloon wat in klosule 4 (1) vir 'n werknemer van sy klas voorgeskryf word—gedeel deur $2\frac{1}{2}$ in die geval van 'n werknemer vir wie daar ses werkdae in 'n week is, of gedeel deur $2\frac{1}{2}$ in die geval van 'n werknemer vir wie daar vyf werkdae in 'n week is;

(b) of betaling aan hom laat toekom, vir elke uur (of gedeelte daarvan) wat hy aldus werk, minstens ten bedrae van een ses-en-veertigste van een en 'n derde maal sy werklike weekloon [bygesé dat daardie weekloon minstens moet gelykstaan met die weekloon wat in klosule 4 (1) vir 'n werknemer van sy klas voorgeskryf word], en 'n dag verlof binne sewe dae na dié Sondag aan hom toestaan met betaling ten opsigte daarvan aan hom van minstens die weekloon wat in klosule 4 (1) vir 'n werknemer van sy klas voorgeskryf word, gedeel deur—

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

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

(4) Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens dubbel so veel as sy werklike dagloon betaal, bygesé dat daardie dagloon minstens moet gelykstaan met die dagloon wat in klosule 4 (1) vir 'n los werknemer voorgeskryf word.

10. GETALLEVERHOUDING.

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

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

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

from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences, the terms of this section shall not apply.

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

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) An employee employed in or in connection with a receiving depot shall be entitled to and be granted leave on all public holidays, and any other employee shall be entitled to and be granted leave on New Year's Day, Good Friday, Day of the Covenant and Christmas Day and shall be paid in respect of each such day, not less than the amount the employee would have earned had he worked on such holiday his average ordinary hours of work for that day of the week; provided that an employee may be required to work on any such day.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee, other than a casual employee, employed in or in connection with a receiving depot works on any public holiday, or whenever any other employee, other than a casual employee, works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day irrespective of the number of hours worked on such day, his employer shall pay to him for each such day not less than the amount the employee would have earned had he worked on such holiday his average ordinary hours of work for that day of the week, plus in respect of each hour or part of an hour so worked such weekly remuneration which the employee was in receipt of immediately prior to such day divided by forty-six.

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

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

(a) pay to him not less than his actual weekly wage, which weekly wage shall not be less than the weekly wage prescribed in section 4 (1) for an employee of his class divided by $2\frac{1}{2}$ in the case of an employee working a six-day week and divided by $2\frac{1}{2}$ in the case of an employee working a five-day week; or

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

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

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

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

10. PROPORTION OR RATIO.

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

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

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

(4) Wanneer 'n ongekwalificeerde klerklike werknemer, faktuurklerk, blindstopper, skoonmaker, ontvangdépôtdienaar of nasienier onderskeidelik minstens die loon ontvang wat in klousule 4 (1) vir 'n gekwalificeerde klerklike werknemer, faktuurklerk, blindstopper, skoonmaker, ontvangdépôtdienaar of nasienier voorgeskryf word, kan hy na gelang van die geval vir 'n gekwalificeerde klerklike werknemer, faktuurklerk, blindstopper, skoonmaker, ontvangdépôtdienaar of nasienier gerekend word.

(5) 'n Werkewer mag nie 'n merker in diens hê nie tensy daar 'n nasienier by hom in diens is; en daar kan hoogstens twee merkers teenoor elke nasienier in diens geneem word. Ongekwalificeerde merkers en nasieners word by die toepassing van hierdie subklousule onderskeidelik vir merkers en nasieners gereken.

11. UNIFORMS EN BESKERMENDE KLERE.

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

(2) Die was en stryk van alle uniforms, oorpakte en beskermende klere wat in subklousule (1) bedoel word, geskied op koste van die werkewer.

(3) 'n Werkewer moet waterdigte skoene, houtsoolstewels of ander beskermende skoiesel, en waterdigte voorskote of oorpakte, kosteloos aan ondergenoemde klasse van sy werknemers verskaf en in goeie toestand onderhou, en die werkewer bly die eienaar daarvan:

Wasmasjienbedieners; werknemers wat goedere met die hand was; droogmasjienbedieners; bensienwasmasjienbedieners en ander droogskoonmaakmasjienbedieners; werknemers wat met die toepassing van kleuringsprosesse belas is.

Elik een van die werknemers moet die drag wat in hierdie subklousule genoem word, gedurig aanhê wanneer hy met sy werk besig is.

12. STIPULASIE OOR BEPERKING VAN DIENSGELEENTHEID.

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

13. DIENSERTIFIKATE.

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

14. RELAASBOEK.

(1) 'n Werkewer moet 'n relaasboek, met die folio's in tweevoud en sover doenlik in onderstaande vorm, ten gebruik van elke bestellingwerwer of bestelwaman en motorvoertuigbestuurder wat in sy diens is, verskaf.

Dagrelas.

| |
|--|
| Naam van werkewer..... |
| Naam van werknemer..... |
| Tyd waarop met werk begin is..... |
| Tyd waarop met werk opgehou is..... |
| Getal gewone ure gewerk..... |
| Getal oortydure gewerk..... |
| Etensure..... van vm./nm. tot vm./nm. |
| Voertuig onklaar geraak, ongevalle opgedoen, en ander onthoud..... |

Handtekening van werknemer.

Datum.....

(2) Elke bestellingwerwer of bestelwaman en elke motorvoertuigbestuurder wat van 'n relaasboek volgens subklousule (1) voorseen is, moet, behalwe wanneer siekte of ander onvermydelike omstandighede hom verhinder om dit te doen, die dagrelas van elke dag se werk in tweevoud en sover doenlik in die voorgeskrywe vorm opskryf, en moet 'n duplikaat daarvan binne vier-en-twintig uur nadat die dagtaak waarop dit betrekking het, afgedoen is, aan sy werkewer afggee.

(3) Elke werkewer moet die duplikaat van die dagrelas bewaar vir 'n tydperk van drie jaar na die datum van die opskrywe daarvan.

15. PRESENSIEREGISTER.

(1) Elke werkewer moet van dag tot dag volgens die vorm in Annahsel S.5 van die regulasies wat kragtens artikel 23 van die Wet op Winkels en Kantore, 1939, uitvaardig is en by Goewermentskennisgewing No. 1906 van 1 Desember 1939, aangekondig is, ten opsigte van al sy werknemers (behalwe bestellingwerwers, bestelwamanne en motorvoertuigbestuurders) 'n presensieregister hou van hulle name, elkeen se vak, en die besonderhede omtrent elkeen se teenwoordigheid vir diens in die inrigting van die werkewer.

(2) Elke werknemer (behalwe 'n bestellingwerwer, bestelwaman of motorvoertuigbestuurder) moet die vereiste besonderhede omtrent sy teenwoordigheid vir diens in die inrigting van sy werkewer elke dag in die presensieregister aanteken, benewens die register te teken.

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

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

11. UNIFORMS AND PROTECTIVE CLOTHING.

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

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

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

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

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

12. CONTRACTING IN RESTRAINT OF EMPLOYMENT.

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

13. CERTIFICATES OF SERVICE.

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

14. LOG BOOK.

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

Daily Log.

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

..... Signature of Employee.

Date.....

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

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

15. ATTENDANCE REGISTER.

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

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

(3) Die bepalings van hierdie klousule is nie van toepassing wanneer 'n werkewer 'n tydregistreringsklok of 'n dergelike stelsel van tydregistrering in gebruik het nie.

16. BEËINDIGING VAN DIENSKONTRAK.

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

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

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

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

17. SIEKTEBYSTANDFONDS.

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

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

(2) Die fonds heet „The Laundry, Cleaning and Dyeing Industry (Cape) Sick Benefit Fund“ en word met inagneming van die voorskrifte van die fondsreglement wat die Raad goedkeur, geadministreer deur 'n bestuurskomitee (hierna „die komitee“ genoem), deur die Raad aangestel op 'n behoorlik gekonstitueerde vergadering van die Raad en bestaande uit twee van die werkewersverteenvoerders en twee van die werknemersverteenvoerders in die Raad, met die voorstitter en die ondervorstitter van die Raad as lede *ex officio*. Vir elke aangestelde verteenvoeriger word daar op die wyse wat in artikel 5 (4) van die Raad se Konstitusie voorgeskryf word, iemand aangestel wat hom kan vervang. Die komitee stel ook 'n sekretaris aan wat besoldiging ontvang en wat ook as sekretaris van die fonds optree.

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

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

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

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

- (i) die volle naam van die werkewer;
- (ii) die volle naam van elke bydraer op wie se lone daar kortings toegepas is;
- (iii) die personeelnommer van elkeen van daardie bydraers, asook sy fondsnommer waarin subklousule (5) (ii) van hierdie klousule voorsien;

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

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

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

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

17. SICK BENEFIT FUND.

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

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

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

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

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

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

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

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

- (iv) die vak van elkeen van daardie bydraers;
- (v) die bedrag wat die werkewer ten opsigte van elke week van die vorige maand van die loon van elke bydraer in sy diens afgetrek het, en die bedrag wat hy volgens voorskrif van paragraaf (b) van subklousule (4) van hierdie klosule ten opsigte van elkeen van daardie weke in die geval van elke bydraer in sy diens self bygedra het.
- (5) (i) By indiensneming van elke werkewer, of wanneer sy diensverhouding eindig, moet die werkewer die sekretaris van die fonds onverwyd per kaart (wat die fonds kosteloos uitreik) in kennis stel dat die indiensneming plaasgevind het of dat die diensverhouding geëindig het.
- (ii) By ontvangs van die eerste bedrag wat ten opsigte van elke bydraer in die fonds gestort word, moet die sekretaris van die fonds 'n fondsnommer vir die bydraer toewys en moet hy die werkewer onverwyd van daardie fondsnommer in kennis stel.
- (iii) Al die geld wat die fonds ontvang, moet op 'n bankrekening wat die Raad vir die fonds open, gestort word.
- (iv) Die komitee stel 'n ouditeur vir die fonds aan, wat 'n geregistreerde geoktrooierde rekenmeester moet wees en wie se besoldiging (wat die komitee vasstel) uit die fonds betaal moet word. Die rekenings van die fonds word ten opsigte van alle halfjaarlike tydperke wat op 30 Junie en 31 Desember eindig, geouditeer, en die verslag van die ouditeur moet uitgebring word op of voor onderskeidelik 30 September en 31 Maart. 'n Eksemplaar van die geldelike staat en ouditeursverslag word aan die Sekretaris van Arbeid gestuur, en 'n eksemplaar daarvan moet ook ten kantore van die Raad ter insae lê.
- (v) Uitbetalings uit die fonds word gestaak wanneer die kredietsaldo van die fonds onder die £50 bedra, en mag nie hervat word voordat die kredietsaldo van die fonds bo die £100 bedra nie.
- (6) Bystandsbetalings word met inagneming van die bepalings van hierdie ooreenkoms aan bydraers gedoen tydens afwesigheid van die werk weens siekte.
- Ten aansien van bystandsbetalings beteken „siekte“ enige ongesteldheid, aandoening of krankheid wat—
- (i) nie aan wangedrag of aan die misbruik van drank of verdovingsmiddels te wye is nie, en
 - (ii) nie 'n ongeval, ongesteldheid of krankheid is ten opsigte waarvan skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is nie, en
 - (iii) nie 'n swangerskapsiekte is nie.
- (7) Aansoeke om bystand word aan onderstaande vorm van procedure onderworpe gestel:
- (i) Daar moet bydraes vir 'n tydperk van minstens dertien weke in die fonds gestort wees deur elkeen wat aansoeke om bystand doen.
 - (ii) Nadat dertien weeklike bydraes ten opsigte van 'n bydraer gestort is, stuur die sekretaris van die fonds 'n identiteitskaart, volgens die vorm in Annexure B van hierdie ooreenkoms, aan sy werkewer. Die bydraer moet 'n foto van hom wat 'n grootte van twee duim by een-en-half duim het, en wat volgens die fondsreglement op koste van die fonds verkry word, aan die werkewer oorhandig. Die werkewer moet die foto vir 'n foto van die bydraer waarmerk en dit aan die identiteitskaart vasheg, en moet die kaart dan aan die bydraer oorhandig.
 - (iii) Die bydraer is by vertoning van die identiteitskaart, nadat siekte langer as twee dae aaneen geduur het, geregtig tot die vry dienste van 'n geneesheer en vry medisyne volgens 'n preskripsie van die geneesheer.
 - (iv) Behoudens die bepalings van subklousule (8) (i) is elke bydraer geregtig tot siektbystandsbetalings; met dien verstande dat sulke bystandsbetalings nie mag geskied voordat die sekretaris van die fonds die doktersertifikaat waarin paragraaf (vi) van hierdie subklousule voorsien, ontvang het nie.
 - (v) Uitbetaling geskied elke dag van die week, gedurende die gewone kantoorure, ten kantore van die sekretaris.
 - (vi) (a) Wanneer iemand wat siektbystand ontyng, weer kan begin werk voor afloop van die maksimum tydsduur van bystandsbetalings ingevolge subklousule (8) (i), moet hy die sekretaris daarvan in kennis stel; en die sekretaris moet dié persoon se naam dadelik skrap van die lys van persone wat aanspraak op bystand het. As daar meer geld aan iemand betaal is as wat die werklike siektetydperk vereis het, is die komitee geregtig om die te veel betaalde bedrag op hom te verhaal.
 - (b) Elke aansoeker moet bewys van sy siekte lewer volgens verlange van die komitee of die sekretaris.
 - (c) Die geneesheer moet by die komitee 'n sertifikaat indien met vermelding daarin van die aard van die siekte, die behandeling wat toegepas word, en die geskakte tyd wat die aansoeker se onvermoë om sy werk te doen, sal duur. Die komitee het die reg om te eis dat 'n aansoeker hom te eniger tyd, solank as daar betaling aan hom geskied van siektbesoldiging by wyse van bystand waarin subklousule (8) (i) van hierdie klosule voorsien, deur die geneesheer moet laat ondersoek met indiening van 'n rapport oor hom deur die geneesheer; en as so 'n aansoeker weier of versuim om sodanige mediese ondersoek te onderraan, kan verdere siektbesoldiging by wyse van bystand waarin subklousule (8) (i) van hierdie klosule voorsien, hom ontsê word.
 - (iv) the occupation of each such contributor;
 - (v) in respect of each week of the preceding month, the amount deducted by the employer from the wages of each contributor in his employ, and the amount contributed by the employer himself, as provided for in paragraph (b) of sub-section (4) of this section, in respect of each contributor in his employ.
 - (5) (i) Upon the engagement or the termination of employment of each employee the employer shall forthwith notify the secretary of the fund by means of a card to be supplied free by the fund of the engagement or termination.
 - (ii) Upon receipt of the first payment to the fund in respect of each contributor the secretary of the fund shall allocate a fund number to such contributor, and shall forthwith advise the employer of such fund number.
 - (iii) All moneys received by the fund shall be deposited to a banking account for the fund which shall be opened by the Council.
 - (iv) The committee shall appoint an auditor for the fund who shall be a registered chartered accountant and determine his renumeration, which shall be paid out of the fund. The accounts of the fund shall be audited for the periods ending 30th June and 31st December, of each year, and the auditor's report shall be made available not later than the 30th September, and 31st March, respectively. A copy of the statement of accounts together with the auditor's report shall be transmitted to the Secretary for Labour, and a copy shall also lie for inspection at the office of the Council.
 - (v) Disbursements from the fund shall cease whenever the amount standing to the credit of the fund fall below £50, and shall not recommence until the amount standing to the credit of the fund exceeds £100.
 - (6) During periods of absence from work owing to sickness, benefits shall, subject to the conditions contained in this Agreement, be paid to contributors to the fund.
 - For the purpose of payment of such benefits "sickness" shall mean any illness, affliction or disease which is—
 - (i) not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs; and
 - (ii) is not an accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941; and
 - (iii) is not sickness arising out of pregnancy.
 - (7) Application for benefit shall be made in the following form and manner:—
 - (i) Each applicant for benefit shall have contributed to the fund for a period of not less than thirteen weeks.
 - (ii) After thirteen weekly contributions have been made in respect of a contributor, the secretary of the fund shall forward to his employer an identification card in the form of Annexure B to this Agreement, and the contributor shall hand to the employer a photograph of himself of the size of two inches by one and one-half inches obtained at the expense of the fund in accordance with the rules of the fund. The employer shall certify on the photograph that it is the photograph of the contributor, and shall attach it to the identification card and hand the card to the contributor.
 - (iii) Upon production of the identification card after any continuous period of illness of more than two days, the contributor shall be entitled to free medical services rendered by the medical practitioner and to free medicines prescribed by such medical practitioner.
 - (iv) Subject to the provisions of sub-section (8) (i) each contributor shall be entitled to sick benefit payments, provided that no such benefits shall be paid until the certificate provided for in paragraph (vi) of this sub-section has been received by the secretary of the fund.
 - (v) Payments will be made at the secretary's office on any day of the week during the usual office hours.
 - (vi) (a) Any person in receipt of sick benefit who is able to resume employment before the expiry of the maximum period during which benefit is payable in terms of sub-section (8) (i) shall notify the secretary who shall forthwith remove the name of such person from the list of those entitled to benefit. The committee shall have the right to recover from any person any amount paid in excess of that warranted by the actual period of sickness.
 - (b) Each applicant shall submit such information as the committee or secretary may require to prove his sickness.
 - (c) The medical practitioner shall submit to the committee a medical certificate stating the nature of the illness, the treatment being given and the period during which it is estimated the applicant will be precluded from following his employment. The committee shall have the right to require any applicant to be examined and reported upon by the medical practitioner at any time during which such applicant is in receipt of sick-pay benefits provided for in sub-section (8) (i) of this section, and failure or refusal on the part of any such applicant to submit to such medical examination shall render such applicant liable to be deprived of any further sick-pay benefits provided for in sub-section (8) (i) of this section.

- (vii) As 'n bydraer uit sy diens in die bedryf uittree ten einde buitekant die bedryf in diens te gaan, verbeur hy alle aansprake teen die fonds. As so 'n bydraer weer in die bedryf in diens kom, moet hy opnuut bydraes vir 'n tydperk van dertien weke in die fonds stort voordat daar aanspraak op bystand kan wees.
- (viii) Wanneer hierdie Ooreenkoms deur tydsverloop verstrek is of om enige ander rede verval, bly die fonds onder die administrasie van die bestuurskomitee totdat dit of gelikweerde is of deur die Raad oorgedra word aan 'n ander fonds met dieselfde doel ingestel as dié waarmee die oorspronklike fonds gestig is.
- (ix) As die Raad ontbind word of as hy ophou om te funksioneer gedurende 'n termyn waarin hierdie Ooreenkoms bindend is, kragtens artikel vier-en-dertig (2) van die Wet, bly die fonds onder die administrasie van die bes'uerskomitee en word die lede van die komitee wat daar bestaan op die datum wanneer die Raad ophou om te funksioneer of ontbind word, as lede daarvan vir daardie doel geag; met dien verstande egter dat as daar 'n vakature in die komitee onstaan, die Minister na gelang van die geval 'n werkgever of 'n werknemer in die bedryf in die vakature kan aansel om gelyke verteenwoordiging en gelyke plaasvervanging verteenwoordiging van werkgewers en werknemers in die ledetal van die komitee te verseker. As die komitee nie sy pligte kan of wil vervul nie, of wanneer die stemme daaroor staak, met die uitwerking dat die administrasie van die fonds volgens die oordeel van die Minister onuitvoerbaar word of nie na wens geskied nie, kan die Minister 'n kurator of kurators, wat vir dié doel met al die bevoegdhede van die komitee beklee sal wees, aansel om die werksaamhede van die komitee te verrig. By verval van hierdie Ooreenkoms word die fonds deur die bestuurskomitee wat kragtens hierdie paragraaf funksioneer of, na gelang van die geval, deur die kuraor of kurators, gelikwider volgens voor-skrif van paragraaf (x) van hierdie subklousule; en as die sake van die Raad reeds beredder en sy bates verdeel is wanener hierdie Ooreenkoms verval, word die oorskot van die fonds ooreenkomsdig die bepalings van artikel vier-en-dertig (4) van die Wet verdeel asof dit deel van die Raad se algemene fondse uitmaak.
- (x) By likwidasie van die fonds ingevolge paragraaf (viii) van hierdie subklousule word die batige oorskot van die geld wat in die fonds oorbly nadat al die vorderings teen die fonds (met inbegrip van die kos'e van administrasie en likwidasie) be'aal is, by die Raad se fondse gestort.

(8) (i) Bystandsbetalings word, met inagneming van hierdie voorskrif en van die bepalings van enige nywerheidsraadooreenkoms wat bindende regskrag besit, aan bydraers gedoen ten bedrae van £1. 5s. per week vir hoogsens ses weke tydens afwesigheid weens siekte gedurende enige tydsverloop van twaalf kalendermaande vanaf die eerste tydperk van siekte nadat derien bydraes in die fonds ges'ort is, en ten bedrae van 4s. 2d. per dag (of gedeelte daarvan) tydens afwesigheid wat langer as twee dae maar korter as 'n week duur; met dien verstande dat, teenoor die ontsegging van bystsandsbetaling ten opsigte van afwesigheid wat twee dae of minder as twee dae duur, daar nogtans bystsandsbetalings gedoen sal word ten opsigte van die hele tyd wat die afwesigheid duur as dit langer as twee agtereenvolgende dae aanhou.

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

18. VRYSTELLINGS.

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

(2) Geen vrystelling van die bepalings van paragraawe (a) of (b) van subklousule (8) van klousule 6 van hierdie ooreenkoms mag kragtens hierdie klousule aan of ten opsigte van 'n vroulike werknemer wat handearbeid verrig, verleen word nie, tensy met die doel om werk te laat doen wat—

- (a) deur 'n noodgeval vereis word; of
- (b) nodig is om te verhoed dat grondstowwe wat reeds 'n behandelingsproses ondergaan en gou kan bederf, nutteloos word.

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

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

- (a) die betrokke persoon se volle naam;
- (b) die ooreenkoms se bepalings waarvan vrystelling verleen word;
- (c) die voorwaarde waaronder die vrystelling verleen word; en
- (d) die geldigheidsduur van die vrystelling.

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

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

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

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

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

18. EXEMPTIONS.

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

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

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

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

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

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

19. ONKOSTE VAN DIE RAAD.

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

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

20. VAKVERENIGINGLEDEGELDE.

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

21. VAKVERENIGING SE VERTEENWOORDIGERS IN DIE RAAD.

Elke werkgever moet aan dié van sy werknemers wat verteenwoordigers of plaasvervangende verteenwoordigers in die Raad is, alle redelelike geleentheid gee om hulle pligte in verband met die werkzaamhede van die Raad te vervul.

22. AGENTE.

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

23. UITLEG VAN OOREENKOMS.

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

24. BESTAANDE KONTRAKTE.

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

25. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n leesbare eksemplaar van hierdie Ooreenkoms, in albei die offisiële tale en in die vorm wat by regulasies dient die Wet voorgeskryf word, in sy inrigting aanplak en aangeplak hou op 'n opvallende plek wat geredelik toeganklik vir sy werknemers is.

26. INDIENSNEMING VAN KINDERS.

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

Namens die partye op hede die 25ste dag van Maart 1952 in Kaapstad onderteken:

J. M. WEINREICH,
Voorsitter van die Raad.

W. H. ROSS,
Ondervorsitter van die Raad.

J. C. LESSING,
Assistent-sekretaris van die Raad.

AANHANGSEL A.

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

19

DIE SEKRETARIS,
POSBUS 1536,
KAAPSTAD.

MENEER,

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

OPGAWE VAN WERKNEMERS.

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

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

19. EXPENSES OF THE COUNCIL.

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

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

20. TRADE UNION SUBSCRIPTIONS.

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

21. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

22. AGENTS.

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

23. INTERPRETATION OF AGREEMENT.

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

24. EXISTING CONTRACTS.

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

25. EXHIBITION OF AGREEMENT.

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

26. EMPLOYMENT OF CHILDREN.

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

Signed at Cape Town on behalf of the parties on this 25th day of March, 1952.

J. M. WEINREICH,
Chairman of the Council.

W. H. ROSS,
Vice-Chairman of the Council.

J. C. LESSING,
Assistant Secretary of the Council.

ANNEXURE A.

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

19

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

DEAR SIR,

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

Name of Firm
Address

RETURN OF EMPLOYEES.

| No. | Date. |
|--|-------|
| for week ending | |
| Total No. employees at 3d. per week for weeks £ | |
| Add: employers contribution of 3d. per week per employee £ | |
| | |

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

AANHANGSEL B.

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

BYDRAER SE IDENTITEITSKAART.

Bydraer se:—

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

Foto moet in
hierdie ruimte
vasgeheg word

Ek/Ons, _____
(Werkgewer se naam)

van _____
(Werkgewer se adres)

getuig hierby dat bostaande foto 'n foto is van _____

(Bydraer se volle naam)

Geteken

(Werkgewer se naamtekening)

Datum _____

★ No. 1753.]

[1 Augustus 1952.

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.WAS-, SKOONMAAK- EN KLEURNYWERHEID
(KAAP).

Ek BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Was-, Skoonmaak- en Kleurnywerheid (Kaap), bekendgemaak by Goewermentskennisgewing No. 1752 van 1 Augustus 1952, vir die persone wie se werkure daarby gereel word nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

ANNEXURE B.

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

CONTRIBUTOR'S IDENTIFICATION CARD.

Contributor's:—

- (1) Fund Number
(2) Full Name
(3) Residential Address

Attach
Photograph
in this
space

I/We, _____
(Name of Employer)

(Address of Employer)

Hereby certify that the above photograph is that of _____

(Full Name of Contributor)

Signed

(Name of Employer)

Date _____

★ No. 1753.]

[1 August 1952.

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.LAUNDRY, CLEANING AND DYEING INDUSTRY,
CAPE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Laundry, Cleaning and Dyeing Industry, published under Government Notice No. 1752 of the 1st August, 1952 to be not less favourable than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

VERSLAE VAN GEKOSE KOMITEES VAN DIE VOLKSRAAD

*is verkrygbaar van die
Staatsdrukker, Pretoria en Kaapstad
teen die volgende prys—*

**VERSLAE VAN NIE MEER AS 100
BLADSYE – 1s.
en daarbo 6d. ekstra vir iedere
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