



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

EXTRAORDINARY BUITENGEWONE Government Gazette Staatskoerant

(Registered at the Post Office as a Newspaper)

(As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. CLXXVI.] PRICE 6d. PRETORIA, 23 APRIL 1954. PRYS 6d. [No. 5265.

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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 773.]

[23 April 1954.

INDUSTRIAL CONCILIATION ACT, 1937.

LAUNDRY, DRY CLEANING AND DYEING TRADE, TRANSVAAL.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Dry Cleaning and Dyeing Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers' organisations and the trade union which entered into the said agreement and upon the employers and employees who are members of those organisations or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 32 (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 three years from the said second Monday, upon the other employers and employees engaged or employed in the said trade in the municipal area of Johannesburg; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the municipal area of Johannesburg and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in clauses 1, 3 to 29 (inclusive) 31 and 32 of the said Agreement shall *mutatis mutandis* apply in respect of such persons in the said trade as are not included in the definition of the expression "employee", contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 773.]

[23 April 1954.

NYWERHEID-VERSOENINGSWET, 1937.

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

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiertoe verskyn en op die Wassery-, Droogskoonmaak- en Kleurbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat die jaar vanaf gesegde tweede Maandag eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 1, 3 tot en met 32 van genoemde Ooreenkoms vervat, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf gesegde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die munisipale gebied Johannesburg; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 1, 3 tot en met 29, 31 en 32 van genoemde Ooreenkoms vervat, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf gesegde tweede Maandag eindig, in die munisipale gebied Johannesburg, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde bedryf wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

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

AGREEMENT

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

Transvaal Launderers', Cleaners' and Dyers' Association,
Johannesburg Dry Cleaners' and Dyers' Association,

(hereinafter called the "employers" or "employers' organisation") of the one part, and the

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

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

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

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

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

(A) General

"Act" means the Industrial Conciliation Act, 1937;

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

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

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

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

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

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

"chargehand" means an employee who under the supervision of a foreman, forewoman, cleaner or dyer is in charge of a group or section of employees whose basic prescribed wages do not exceed 50s. 6d. per week;

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

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

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

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

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

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

BYLAE.

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

OOREENKOMS

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

Transvaal Launderers', Cleaners' and Dyers' Association,
Johannesburg Dry Cleaners' and Dyers' Association

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

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

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied van Johannesburg nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die wassery-, droogskoonmaak- en kleurbedryf uitoefen en deur alle werknemers wat lede is van die vakvereniging en in die bedryf in diens is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en wat 'n loon ontvang wat vyftig pond per maand nie te bowe gaan nie, met uitsluiting van lewenskostoelae en kommissie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet bepaal is, moet dieselfde betekenis as in daardie Wet hê.

'n Verwysing na 'n wet omvat enige wysiging van so 'n wet, en, tensy die teenooregestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vrouens; verder, tensy strydig met die samehang, beteken—

(A) Algemeen.

„Wet” die Nywerheid-versoeningswet, 1937;

„Ooreenkoms”, die Ooreenkoms wat gepubliseer en bindend gemaak word vir werkgewers en werknemers in die wassery-, droogskoonmaak- en kleurnywerheid ooreenkomstig die bepalings van die Nywerheid-versoeningswet, 1937;

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

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

„bestellingwerwer, graad I,” 'n werknemer wat van 'n motor- of dierevoertuig af optree en nuwe bestellings of nabestellings vir die was, droogskoonmaak of kleur van goedere vra, solliesteer of werf, en wat goedere kan ophaal om gewas, skoon-gemaak of gekleur te word en goedere aan klante kan aflewer en betaling ten opsigte daarvan kan aanvaar;

„bestellingwerwer, graad II,” 'n werknemer wat te voet of per fiets optree en nuwe bestellings of nabestellings vra, solliesteer of werf van goedere wat gewas, droogskoongemaak of gekleur moet word, kan ophaal, en pryse kan vasstel en fakture uitreik, goedere aan klante kan aflewer en betaling ten opsigte daarvan kan ontvang; hy kan ook die pligte van 'n arbeider nakom in of in verband met die ontvang-depot of fabriek waarvandaan hy gewoonlik optree;

„los werknemer”, 'n werknemer wat hoogstens twee dae in enige een week by dieselfde werkgewer in diens is;

„onderbaas”, 'n werknemer wat, onder toesig van 'n voorman, voorvrou, skoonmaker of kleurder, die beheer het oor 'n groep of afdeling werknemers wie se voorgeskrewe basiese lone 50s. 6d. per week nie te bowe gaan nie;

„nasionale assistent of uitroeper”, 'n werknemer wat pakkette of bondels artikels oopmaak en sodanige artikels aftel of uitroep of sulke artikels tel voordat hulle nagegaan word;

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

„klerklike werknemer, manlik, gekwalifiseer,” 'n manlike klerklike werknemer met minstens drie jaar ondervinding;

„klerklike werknemer, manlik, ongekwalifiseer,” 'n manlike klerklike werknemer met minder as drie jaar ondervinding;

„klerklike werknemer, vroulik, gekwalifiseer,” 'n vroulike klerklike werknemer met minstens drie jaar ondervinding;

„klerklike werknemer, vroulik, ongekwalifiseer,” 'n vroulike klerklike werknemer met minder as drie jaar ondervinding;

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

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

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

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

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

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

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

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

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

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

"farrier" means an employee who is solely engaged in the shoeing of horses;

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

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

"handyman" means an employee, other than a maintenance man, engaged in making minor repairs and adjustments to machinery, plant, buildings or other equipment, and who may oil and grease machinery, including overhead shafting, replace belts and apply belt dressing, and who may lime-wash or paint;

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

- (a) forty-six in the case of canvasser, grade I, or grade II, a driver of a motor-driven or animal drawn vehicle, or a vanboy;
- (b) eighty-four in the case of watchmen;
- (c) forty-four in the case of all employees other than those specified in (a) and (b) hereof and other than casual employees. In the case of casual employees "hourly wage" shall mean the daily wage divided by eight;

"incentive bonus or bonus" means—

- (a) in the case of a factory worker a bonus directly related to output; and
- (b) in the case of canvassers, grade I or II, and receiving depot attendants a commission directly related to cash takings;

"invoice clerk" means an employee, other than a canvasser, grade I and II, and a receiving depot attendant, engaged in entering up and pricing articles on the firm's invoice;

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

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

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

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

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

"Raad of Nywerheidsraad", die Nywerheidsraad vir die Wassy-, Droogskoonmaak- en Kleurbedryf (Transvaal), geregistreer ingevolge die Nywerheids-versoeningwet, 1937;

"dagloon", die weeklikse loon van die betrokke werknemer gedeel deur—

- (a) vyf in die geval van 'n werknemer wat gewoonlik 'n vyfdagweek werk;
- (b) vyf en 'n half in die geval van 'n werknemer wat gewoonlik 'n sesdagweek werk;

"dierevoertuigdrywer", 'n werknemer, uitgesonderd 'n bestellingwerwer, wat 'n dierevoertuig dryf en diere en/of voertuie kan skoonmaak;

"motorvoertuigbestuurder", 'n werknemer, uitgesonderd 'n bestellingwerwer, wat 'n motorvoertuig slegs vir een of meer van die volgende doeleindes bestuur:—

- (a) As chauffeur optree;
- (b) goedere tussen 'n fabriek en sy depots, ophaalplekke of agente vervoer;
- (c) voorrade, onderdele of personeel vervoer;
- (d) tappte en/of toebehore en/of meublement in antwoord op bestellings, wat vantevore by die fabriek of depot, bestellingwerwer graad I of II, of agent of onafhanklike kontraktant geplaas is, ophaal en/of aflewer;
- (e) slegs bestellings aflewer en betaling daarvoor ontvang;
- (f) goedere wat gewas, droogskoongemaak of gekleur moet word van kontrakkante ophaal en/of aflewer.

Vir die toepassing van hierdie klousule beteken "kontrakkante" klante, uitgesonderd kleinhandelklante, wat op kontrak of volgens ooreenkoms groothandelsbestellings verskaf om gewas, droogskoongemaak of gekleur te word, en "n motorvoertuig bestuur" omvat alle bestuurtydperk en enige tyd wat die bestuurder in verband met die voertuig of vrag deurgebring het en alle tydperke waarin hy verplig is om op sy pos te bly in gereedheid om te bestuur;

"inrigting", enige perseel waarin, of in verband waarmee, een of meer werknemers in diens is in enige werksaamheid betrokke by die wassery-, droogskoonmaak- of kleurbedrywe, en omvat 'n ontvangdepot en/of 'n voertuig;

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

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

"hoefsmid", 'n werknemer wat slegs werksaam is met die beslaan van perde;

"voorman", 'n manlike werknemer wat die beheer oor die werknemers in 'n inrigting het, kontrole oor sodanige werknemers uitoefen en verantwoordelik is vir die doeltreffende nakoming deur hulle van hul pligte;

"voortvrou", 'n vroulike werknemer wat die beheer oor die werknemers in 'n inrigting het en wat verantwoordelik is vir die doeltreffende nakoming deur hulle van hul pligte;

"handlanger", 'n werknemer, uitgesonderd 'n onderhoudman, wat kleinere reparasies en verstellings aan masjinerie, installasie, geboue of ander uitrustings uitvoer, en wat masjinerie, met inbegrip van bogrondse aste, kan olie en ghries, vervoerbande kan vervang en bandsmeersel aansit, en wat kan witkalk of verf;

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

- (a) ses-en-veertig in die geval van 'n bestellingwerwer, graad I of graad II, 'n motorvoertuigbestuurder of dierevoertuigdrywer of bestelwagbediende;
- (b) vier-en-tagtig in die geval van wagt;
- (c) vier-en-veertig in die geval van alle werknemers, uitgesonderd dié spesifiek in (a) of (b) hiervan genoem, en uitgesonderd los werknemers. In die geval van los werknemers beteken "uurloon" die dagloon gedeel deur agt;

"aansporingsbonus of bonus"—

- (a) in die geval van 'n fabriekwerker, 'n bonus regstreeks in verhouding tot die opbrengs; en
- (b) in die geval van bestellingwerwers, graad I of II en ontvangdepotbediendes, 'n kommissie regstreeks in verhouding tot kontantopbrengste;

"faktuurklerk", 'n werkgewer, uitgesonderd 'n bestellingwerwer, graad I en II, en 'n ontvangdepotbediende wat artikels op die firma se fakture inskryf en van pryse voorsien;

"faktuurklerk, manlik, gekwalifiseer", 'n manlike faktuurklerk met minstens agtien maande ondervinding;

"faktuurklerk, manlik, ongekwalifiseer", 'n manlike faktuurklerk met minder as agtien maande ondervinding;

"faktuurklerk, vroulik, gekwalifiseer", 'n vroulike faktuurklerk met minstens agtien maande ondervinding;

"faktuurklerk, vroulik, ongekwalifiseer", 'n vroulike faktuurklerk met minder as agtien maande ondervinding;

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

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

- (a) Stirring a dye solution during the process of dyeing;
- (b) wrapping and tying of parcels;
- (c) cleaning or polishing premises, vehicles, machinery or implements;
- (d) assisting a farrier or maintenance man, but who shall not use the tools himself in rendering such assistance unless on unskilled work under the direct personal supervision of such farrier or maintenance man;
- (e) brushing articles prior to processing;
- (f) carrying articles from one department of an establishment to another;
- (g) sorting articles, but not according to customers' or bulk identification marks;
- (h) loading and unloading articles onto or from vehicles or other conveyances;
- (i) shaking out articles in preparation for the next process;
- (j) making tea or similar beverages;
- (k) in relation to vehicles, filling petrol tanks; draining and filling oil sumps; removing, filling, and replacing batteries; oiling and greasing motor or other vehicles; pumping air; removing, replacing, or changing wheels, rims, tyres and tubes; repairing punctures; raising or lowering vehicles by means of a jack or hoist; checking for leaks and tightening studs, bolts, and nuts; and/or fitting or replacing fan-belts and/or grease nipples;
- (l) removing paint from and cleaning vans in preparation for painting, rubbing down, filling primer and putty or painting parts of vehicles by brush;
- (m) demolishing buildings or other structures;
- (n) loosening, taking out, breaking, or spreading, stone, soil, clay or sand, digging trenches, foundations, or other excavation work; or sieving by hand;
- (o) mixing mortar, concrete, stone or bitumen, or transporting it by barrow or shovel;
- (p) removing refuse or ashes;
- (q) chipping scale from and cleaning boilers;
- (r) operating a hand hoist;
- (s) moving machinery or equipment;
- (t) cleaning and/or tending and/or harnessing and/or unharnessing animals;
- (u) folding statements and inserting them in envelopes, sealing envelopes, rubber stamping, mailing correspondence and parcels, or collecting mail;
- (v) under supervision, attaching labels to articles for subsequent identification;
- (w) stacking and unstacking, weighing to set scale or counting consumable supplies or spares;
- (x) remaining at a post inside premises to check the entry and exit of persons;

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

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

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

"part-time driver" means an employee normally engaged on other duties who shall be permitted for not more than twenty hours in any week to perform the duties of a driver of a motor vehicle;

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

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

"receiving depot or depot" means any premises used for the purpose of accepting articles to be laundered, dry cleaned or dyed from customers or from canvassers, grade I or grade II, and/or agents and/or independent contractors;

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

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

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

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

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

- (a) 'n Kleuroplossing gedurende die kleurproses roer;
- (b) pakkette toedraai en vasbind;
- (c) persele, voertuie, masjinerie of implemente skoonmaak of poleer;
- (d) 'n hoefsmid of onderhoudman help maar wat nie self die gereedskap by daardie hulpverlening mag gebruik nie, tensy op ongeskoolde werk onder die regstreekse persoonlike toesig van sodanige hoefsmid of onderhoudman;
- (e) goedere afborsel voordat hulle 'n prosesbehandeling ondergaan;
- (f) goedere van een afdeling na 'n ander afdeling van 'n inrigting dra;
- (g) artikels sorteer, maar nie volgens klante- of massaidentiteitsmerke nie;
- (h) artikels op voertuie of ander vervoermiddels laai of daarvan aflaai;
- (i) artikels uitskud ter voorbereiding van die volgende proses;
- (j) tee of soortgelyke drank maak;
- (k) met betrekking tot voertuie, petroltenks vul; oliepanne aftap en vul; batterye uithaal, vul en terugplaas; motor- of ander voertuie olie en ghries; lug inpomp; wicle, vellings, buite- of binnebande verwyder, terugplaas of omruil; lekkes regmaak; voertuie met 'n domkrag of hystoestel oplaai of neerlaai; lekkes nagaan en tapboute, boute en moere aandraai; en/of waaierbande en/of ghriesnippels aanbring of vervang;
- (l) verf van bestelwaens verwyder en hulle skoonmaak ter voorbereiding vir verf; afvryf, grondlaag of stopverf aansit of dele van voertuie met 'n kwas verf;
- (m) geboue of ander strukture sloop;
- (n) klip, grond, klei of sand losmaak, uithaal, breek of strooi, slote, fondamente of ander uitgrawings maak; of met die hand sif;
- (o) dagha, beton, klip of bitumen meng of dit met 'n kruiswa of skopgraaf vervoer;
- (p) vuilgoed of as verwyder;
- (q) ketelsteen van ketels afklop en hulle skoonmaak;
- (r) 'n handhystoestel bedien;
- (s) masjinerie of uitrusting verskuif;
- (t) diere skoonmaak en/of versorg en/of inspan en/of uitspan;
- (u) state opvou en dit in koeverte plaas, koeverte verseël, met rubberstempel tjap, korrespondensie en pakkette pos, of pos ophaal;
- (v) etikette aan artikels vir latere identifisering onder toesig vasheg;
- (w) verbruikbare voorrade of onderdele opstapel of afpak, met 'n gestelde skaal weeg of tel;
- (x) op 'n pos binnekant die perseel bly om die in- en uitgang van persone te kontroleer

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

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

"oortyd", alle tyd waarin daar meer as die daaglikse of weeklikse ure gewerk word wat in kousule 7 van hierdie Ooreenkoms voorgeskrif is;

"deeltydse motorvoertuigbestuurder", 'n werknemer, gewoonlik met iets anders werksaam, wat toegelaat moet word om vir hoogstens twintig uur in een week die pligte van 'n bestuurder van 'n motorvoertuig na te kom;

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

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

"ontvangdepot of depot", enige perseel wat gebruik word vir die doel om artikels wat gewas, droogskoongemaak of gekleur moet word, te ontvang van klante of van bestellingwerwers, graad I of graad II, en/of agente en/of onafhanklike kontraktante;

"ontvangdepotbediende", 'n werknemer wat een of meer van die volgende werksaamhede in 'n depot verrig:—

- (a) Artikels wat gewas, skoongemaak of gekleur moet word, van klante vra, sollisiteer of ontvang, en/of sodanige artikels ná prosesbehandeling aan klante terugbesorg;
- (b) geld van klante in ontvangs neem;
- (c) geld bank;
- (d) registers van die depot byhou;
- (e) toesig oor bestellingwerwers graad II hou;

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

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

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

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

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

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

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

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

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

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

"wage" means the basic wage plus cost of living allowance payable to an employee in money in respect of the hours of work prescribed in clause 7 of this Agreement;

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

(B) Dry Cleaning Section

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

"checker" means an employee engaged in checking processed and assembled articles with the customer's list or firm's invoice, and/or copying such lists or invoices, and/or compiling despatch sheets;

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

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

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

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

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

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

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

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

"machine operator or attendant" means an employee engaged in operating, starting and stopping washers, tumblers or extractors used in any washing or dry cleaning department and who may classify articles for processing;

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

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

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

- (a) Hoeveelhede weeg of tel en aanteken;
- (b) werktidperke en ander besonderhede met betrekking tot produksie aanteken;
- (c) die vordering van die werk deur die fabriek reël en/of aanteken;
- (d) van uitgaande pakkette aantekening hou en/of stereotiepvorms, uitgesonderd loonregisters, vir kosteberekening of naslaandoelindes invul;

"korttyd", 'n tydelike vermindering van die getal gewone werke vir enige werknemer voorgeskryf as gevolg van 'n algemene onklaarraking van bedryfsinstallasie of masjinerie of deurdat geboue dreig om in te stort as gevolg van ongeval of onvoorsiene noodgeval, uitgesonderd brand, of weens tydelike slappe in die bedryf of 'n tekort aan grondstof;

"magasynman", 'n werknemer wat magasynaantekeninge hou van die ontvangs, bewaring en uitreiking van verkruikbare voorrade;

"telefonis", 'n werknemer wat 'n handelefoonsentrale bedien;

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

"bedryf" of "wassery-, droogskoonmaak- en kleurbedryf" of "nywerheid", sonder om die gewone betekenis van die uitdrukking te beperk, die bedryf of nywerheid uitgeoefen in inrigtings waar artikels gewas, skoonmaak of gekleur word op die bestelling van klante, en sluit depots in waar sulke artikels ontvang word ten einde gewas, skoonmaak of gekleur te word op die bestelling van klante;

"bestelwabediende", 'n werknemer wat 'n bestellingwerwer en/of bestuurder van 'n voertuig vergesel om goedere op en af te laai, en wat, wanneer hy 'n bestellingwerwer, graad I, vergesel, bestellings op instruksies van so 'n bestellingwerwer kan ophaal en aflewer, maar wat nog 'n voertuig mag bestuur nog fakture of kwitantries vir goedere mag uitmaak;

"loon", die basiese loon plus lewenskostoelae wat aan 'n werknemer in geld ten opsigte van die werke, voorgeskryf in klousule 7 van hierdie Ooreenkoms, betaalbaar is;

"wag", 'n werknemer wat die persele van enige inrigting bedags of snags bewaak;

(B) Afdeling droogskoonmaakery.

"massasorteerder", 'n werknemer wat prosesbehandelde en ondersoekte artikels volgens die kodemerk van enige ontvang-depot, agent of bestellingwerwer van die werkgever van mekaar skei, maar hy moet nie artikels volgens die klante se identiteitsmerke skei nie;

"nasiener", 'n werknemer wat prosesbehandelde en versamelde artikels met die lys van die klant of firma of faktuur vergelyk, en/of afskrifte van sodanige lysste of fakture maak, en/of versendlyste opstel;

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

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

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

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

"afwerker", 'n werknemer wat artikels volgens fatsoen stryk, pers of stoom nadat hulle droogskoongemaak is; 'n afwerker wat 'n persmasjien bedien, kan as bykomstigheid by sy werk, kleinere verstellings aan die masjien wat hy gewoonlik bedien, uitvoer;

"blindstopper", 'n werknemer wat met die hand of masjien goedere (uitgesonderd sykouse of ander kousstofware) bestaande uit geweeftde of gebede materiaal, deur toepassing van die hermelyn- en/of fyndraad- en/of oorstopprosesse, heelmaak of herstel;

"blindstopper, gekwalifiseer", 'n blindstopper met minstens agtien maande ondervinding;

"blindstopper, ongekwalifiseer", 'n blindstopper met minder as agtien maande ondervinding;

"masjienbediener of -oppasser", 'n werknemer wat wasmasjiene, tuimelaars of ekstraktors, in gebruik by enige was- of droogskoonmaakafdeling, bedien, aansit of stopsit, en wat goedere vir prosesbehandeling kan klassifiseer;

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

- (a) Artikels merk met die klant se identiteitsmerk, uitgesonderd deur voorafgemerkte linte of lussies daaraan te heg;
- (b) identiteitsmerke op strokies materiaal of lussies skryf om aan artikels vas te heg;
- (c) sodanige identiteitsmerke met strokies of fakture vergelyk voordat die betrokke artikels prosesbehandeling ontvang; en wat artikels met die oog op foute of vlekke kan ondersoek en sodanige artikels vir prosesbehandeling kan klassifiseer;

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

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

"spotter" means an employee engaged in selecting articles for spotting and/or the removal of stains from articles by means of stock solutions issued to him by a cleaner;

"mending mender" means an employee engaged in the mending of silk stockings;

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

(C) Laundry Section

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

"checker" means an employee engaged in checking articles against customer's lists or firm's invoices and/or in making copies of such lists or invoices;

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

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

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

"machine operator or attendant" means an employee engaged in operating, starting and stopping washers, tumblers or extractors used in any washing or laundry department, and who may classify articles for processing;

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

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

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

(D) Dyeing Section

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

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

"machine operator or attendant" means an employee who operates or attends, starts or stops one or more of the following machines:—

Dye jig, winch, extractor, padding mangle, drying cans, stenter, drying tubes, tumbler, calender, lapping machine, folding or double folding machine, pressure dyer, air dryer, yarn winders; provided that the operator of a lapping, folding, or double folding machine may read the yardage meter attached to his machine and record the length of the cloth on a tab and attach it to the material he has lapped or folded; and provided further that a machine operator may under the supervision of a dyer, weigh dyestuffs or other chemicals;

"marker" means an employee engaged in marking articles or fabrics for identification prior to processing;

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

4. BASIC WAGE AND COST OF LIVING ALLOWANCES.

(1) Subject to the provisions of sub-clause (7) hereof, the following minimum basic wages and cost of living allowances shall be paid per week by employers to the undermentioned categories of employees, and such employees shall not accept less than such basic wages and cost of living allowances:—

(A) General.

	Basic Wage.	Per Week. C.O.L.A. as at 21/12/53.	Total Wage.
	£ s. d.	£ s. d.	£ s. d.
1. Boiler attendant—			
First three months of experience.....	2 0 9	1 0 9	3 1 6
Thereafter.....	2 3 3	1 0 9	3 4 0
2. Canvasser, grade I.....	6 0 0	2 16 6	8 16 6

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

- (a) Die sorteer en/of versamel van artikels volgens die klant se identiteitsmerke en/of fakture;
- (b) die kontroleer van merke geplaas op artikels; met dien verstande dat dit nie die pligte van 'n nasiener moet omvat nie;

"vlekuithaler", 'n werknemer wat artikels vir uithaal van vlekke uitsoek en/of wat vlekke van artikels uithaal deur middel van standaardoplossings aan hom deur 'n skoonmaker uitgereik;

"kousheelmaker", 'n werknemer wat sykouse heelmaak;

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

(C) Afdeling wassery.

"kalendermasjiën- of mangelbediener", 'n werknemer wat artikels in of uit 'n kalendermasjiën of mangel voer en/of afhaal en/of vou, en wat die masjiën kan aan- of afskakel;

"nasiener", 'n werknemer wat artikels met die lys van klante of firma se fakture vergelyk en/of afskrifte van sodanige lys te fakture maak;

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

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

"afwerker", 'n werknemer, uitgesonderd 'n kalenderhelper, wat goedere stryk of pers wat reeds gewas is; 'n afwerker wat 'n persmasjiën bedien, kan as 'n bykomstigheid by sy werk, kleinere verstellers aan die masjiën uitvoer wat hy gewoonlik bedien;

"masjiënbediener of -oppasser", 'n werknemer wat wasmasjiëne, tuimelaars of ekstraktors, in gebruik by enige was- of droogskoonmaakafdeling, bedien, aan- of afskakel, en wat artikels vir prosesbehandeling kan klassifiseer;

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

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

- (a) Die sorteer en/of versamel van artikels volgens die klant se identiteitsmerke en/of fakture van die firma;
- (b) die kontroleer van merke op artikels geplaas; met dien verstande dat dit nie die pligte van 'n nasiener moet omvat nie;

(D) Afdeling kleurdery.

"nasiener", 'n werknemer wat versamelde goedere ná prosesbehandeling met die lys van die klant of firma se faktuur vergelyk en 'n afskrif van sodanige lys of faktuur maak, en na prosesbehandeling dit kan weeg en gewigte en hoeveelhede aanteken;

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

"masjiënbediener of -oppasser", 'n werknemer wat een of meer van die volgende masjiëne bedien of oppas, aan die gang sit of stopsit:—

Kleurstofpolsmasjiën, hystoestel, ekstraktor, vulselmangel, droogkanne, stenter, droogbuis, tuimelaar, kalender, toedraaimasjiën, opvou- of dubbelvoumasjiën, drukkleurder, lugdroër, garingwinders;

met dien verstande dat die bediener van 'n toedraai-, opvou- of dubbelvoumasjiën die jaartmeter aan sy masjiën kan lees en die lengte van die geweefde materiaal op 'n lussie aanteken en dit aan die materiaal, wat hy toegedraai of opgevou het, kan heg; en voorts met dien verstande dat 'n masjiënbediener onder toesig van 'n kleurder kleurstowwe of ander chemikalieë kan weeg;

"merker", 'n werknemer wat artikels of weefstowwe vir uitkenning vóór prosesbehandeling merk;

"naaister", 'n werknemer wat 'n naaimasjiën bedien vir die doel om lengtes materiaal ter voorbereiding vir die kleurstofproses aanmekeer te heg.

4. BASIESE LONE EN LEWENSKOSTETOELAES.

(1) Onderworpe aan die bepalinge van subklousule (7) hiervan, moet die volgende minimum basiese lone en lewenskostetoelae per week deur werkgewers aan die ondergenoemde klasse werknemers betaal word, en sodanige werknemers mag nie minder as sodanige basiese lone en lewenskostetoelae aanneem nie:—

(A) Algemeen.

	Basiese loon.	Per Week. L.K.T. op 21/12/53.	Totale loon.
	£ s. d.	£ s. d.	£ s. d.
1. Ketelbediener—			
Eerste drie maande ondervinding.....	2 0 9	1 0 9	3 1 6
Daarna.....	2 3 3	1 0 9	3 4 0
2. Bestellingwerwer graad I....	6 0 0	2 16 6	8 16 6

	Basic Wage.	Per Week. C.O.L.A. as at 21/12/53.	Total Wage.		Basiese loon.	Per Week. L.K.T. op 21/12/53.	Totale loon.
	£ s. d.	£ s. d.	£ s. d.		£ s. d.	£ s. d.	£ s. d.
3. Canvasser, grade II..... In addition, the canvasser grade II shall be paid a commission on each ten shillings' worth of orders for laundry and/or dry cleaning and/or dyeing brought in by him during any week, of not less than the following amounts— up to £13. 10s. 3d. per 10s. thereafter.... 6d. per 10s. irrespective of whether or not he personally canvassed such orders.	2 0 6	1 0 9	3 1 3	3. Bestellingwerwer graad II.... Hierbenewens moet die bestellingwerwer graad II op elke bestelling ter waarde van tien shillings wat hy in 'n week vir was en/of droogskoonmaak en/of kleur inlewer, 'n kommissie of minstens die volgende bedrae betaal word: Tot en met £13. 10s. 3d. per 10s. Daarna.....6d. per 10s. afgesien daarvan of hy persoonlik sodanige bestellings gewerf het of nie.	2 0 6	1 0 9	3 1 3
4. Chargehand: Not less than 12s. 9d. per week above the prescribed basic wage for the highest class of employee in the group or section of which he is in charge.				4. Onderbaas: Minstens 12s. 9d. per week bo die voorgeskrewe basiese loon vir die hoogste klas werknemer in die groep of afdeling waarvan hy in bevel is.			
5. Checker's assistant or caller out:— First three months of experience.....	2 0 0	0 18 3	2 18 3	5. Nasienersassistent of uitroeper:— Eerste drie maande ondervinding.....	2 0 0	0 18 3	2 18 3
Thereafter.....	2 5 0	1 0 9	3 5 9	Daarna.....	2 5 0	1 0 9	3 5 9
6. Clerical employee (male):— First year of experience...	3 7 7	1 13 3	5 0 10	6. Klerklike werknemer (manlik):— Eerste jaar ondervinding..	3 7 7	1 13 3	5 0 10
Second year of experience...	3 17 7	2 0 0	5 17 7	Tweede jaar ondervinding	3 17 7	2 0 0	5 17 7
Third year of experience...	4 9 7	2 4 0	6 13 7	Derde jaar ondervinding..	4 9 7	2 4 0	6 13 7
Thereafter.....	6 0 0	2 16 6	8 16 6	Daarna.....	6 0 0	2 16 6	8 16 6
7. Clerical employee (female):— First year of experience...	2 8 0	1 2 3	3 10 3	7. Klerklike werknemer, vroulik:— Eerste jaar ondervinding...	2 8 0	1 2 3	3 10 3
Second year of experience...	3 3 3	1 10 6	4 13 9	Tweede jaar ondervinding..	3 3 3	1 10 6	4 13 9
Third year of experience...	3 8 3	1 13 3	5 1 6	Derde jaar ondervinding...	3 8 3	1 13 3	5 1 6
Thereafter.....	3 17 6	2 0 0	5 17 6	Daarna.....	3 17 6	2 0 0	5 17 6
8. Driver (animal-drawn vehicle)	2 2 6	1 0 9	3 3 3	8. Dierervoertuigdrywer.....	2 2 6	1 0 9	3 3 3
9. Driver (motor vehicle).....	4 5 0	2 4 0	6 9 0	9. Motorvoertuigbestuurder....	4 5 0	2 4 0	6 9 0
10. Examiner:— First three months of experience.....	2 0 0	0 18 3	2 18 3	10. Ondersoeker:— Eerste drie maande ondervinding.....	2 0 0	0 18 3	2 18 3
Second three months of experience.....	2 2 9	1 0 9	3 3 6	Tweede drie maande ondervinding.....	2 2 9	1 0 9	3 3 6
Thereafter.....	2 10 6	1 4 9	3 15 3	Daarna.....	2 10 6	1 4 9	3 15 3
11. Farrier.....	2 15 6	1 7 6	4 3 0	11. Hoefsmid.....	2 15 6	1 7 6	4 3 0
12. Foreman.....	7 10 0	3 8 0	10 18 0	12. Voorman.....	7 10 0	3 8 0	10 18 0
13. Forewoman.....	5 5 0	2 12 0	7 17 0	13. Voorvrou.....	5 5 0	2 12 0	7 17 0
14. Handyman.....	2 15 6	1 7 6	4 3 0	14. Handlanger.....	2 15 6	1 7 6	4 3 0
15. Invoice clerk (male):— First six months of experience.....	3 8 0	1 13 3	5 1 3	15. Faktuurklerk (manlik):— Eerste ses maande ondervinding.....	3 8 0	1 13 3	5 1 3
Second six months of experience.....	3 18 0	2 0 0	5 18 0	Tweede ses maande ondervinding.....	3 18 0	2 0 0	5 18 0
Third six months of experience.....	4 10 0	2 4 0	6 14 0	Derde ses maande ondervinding.....	4 10 0	2 4 0	6 14 0
Thereafter.....	5 0 0	2 8 0	7 8 0	Daarna.....	5 0 0	2 8 0	7 8 0
16. Invoice clerk (female):— First six months of experience.....	2 7 3	1 2 3	3 9 6	16. Faktuurklerk (vroulik):— Eerste ses maande ondervinding.....	2 7 3	1 2 3	3 9 6
Second six months of experience.....	3 2 6	1 10 6	4 13 0	Tweede ses maande ondervinding.....	3 2 6	1 10 6	4 13 0
Third six months of experience.....	3 7 6	1 13 3	5 0 9	Derde ses maande ondervinding.....	3 7 6	1 13 3	5 0 9
Thereafter.....	3 12 6	1 16 9	5 9 3	Daarna.....	3 12 6	1 16 9	5 9 3
17. Juvenile.....	1 5 3	0 13 9	1 19 0	17. Jeugdige.....	1 5 3	0 13 9	1 19 0
18. Labourer (other than juvenile)	1 18 3	0 18 3	2 16 6	18. Arbeider (uitgesonderd jeugdige).....	1 18 3	0 18 3	2 16 6
19. Maintenance man.....	7 10 0	3 8 0	10 18 0	19. Onderhoudman.....	7 10 0	3 8 0	10 18 0
20. Mender.....	2 9 9	1 2 3	3 12 0	20. Heelmaker.....	2 9 9	1 2 3	3 12 0
21. Plain sewer.....	2 0 0	0 18 3	2 18 3	21. Gewone naaister.....	2 0 0	0 18 3	2 18 3
22. Receiving depot attendant:— First six months of experience.....	3 0 0	1 7 6	4 7 6	22. Ontvangdepotbediende:— Eerste ses maande ondervinding.....	3 0 0	1 7 6	4 7 6
Second six months of experience.....	3 7 6	1 13 3	5 0 9	Tweede ses maande ondervinding.....	3 7 6	1 13 3	5 0 9
Thereafter.....	3 15 0	1 16 9	5 11 9	Daarna.....	3 15 0	1 16 9	5 11 9
23. Recorder:— First six months of experience.....	2 10 0	1 2 3	3 12 3	23. Aantekenaar:— Eerste ses maande ondervinding.....	2 10 0	1 2 3	3 12 3
Second six months of experience.....	2 15 0	1 4 9	3 19 9	Tweede ses maande ondervinding.....	2 15 0	1 4 9	3 19 9
Third six months of experience.....	3 0 0	1 7 6	4 7 6	Derde ses maande ondervinding.....	3 0 0	1 7 6	4 7 6
Thereafter.....	3 5 0	1 10 6	4 15 6	Daarna.....	3 5 0	1 10 6	4 15 6
24. Storeman:— First year of experience...	3 7 7	1 13 3	5 0 10	24. Magasynman:— Eerste jaar ondervinding..	3 7 7	1 13 3	5 0 10
Second year of experience...	3 17 7	2 0 0	5 17 7	Tweede jaar ondervinding	3 17 7	2 0 0	5 17 7
Thereafter.....	5 15 5	2 16 6	8 11 11	Daarna.....	5 15 5	2 16 6	8 11 11
25. Telephone operator.....	3 8 0	1 13 3	5 1 3	25. Telefonis.....	3 8 0	1 13 3	5 1 3

	Basic Wage.	Per Week. C.O.L.A. as at 21/12/53.	Total Wage.
	£ s. d.	£ s. d.	£ s. d.
26. Timekeeper:—			
First year of experience...	3 7 7	1 13 3	5 0 10
Second year of experience...	3 17 7	2 0 0	5 17 7
Thereafter...	5 15 5	2 16 6	8 11 11
27. Vanboy...	2 0 3	1 0 9	3 1 0
28. Watchman...	2 5 0	1 0 9	3 5 9

(B) Dry Cleaning Section.

1. Bulk sorter...	2 0 0	0 18 3	2 18 3
2. Checker:—			
First six months of experience...	2 10 0	1 2 3	3 12 3
Second six months of experience...	2 15 0	1 4 9	3 19 9
Third six months of experience...	3 0 0	1 7 6	4 7 6
Thereafter...	3 5 0	1 10 6	4 15 6
3. Cleaner...	7 10 0	3 8 0	10 18 0
4. Dry brusher...	2 0 3	1 0 9	3 1 0
5. Finishing hand:—			
First three months of experience...	2 0 0	0 18 3	2 18 3
Thereafter...	2 5 3	1 2 3	3 7 6
6. Invisible mender:—			
First six months of experience...	2 9 9	1 2 3	3 12 0
Second six months of experience...	3 0 0	1 7 6	4 7 6
Third six months of experience...	3 10 0	1 13 3	5 3 3
Thereafter...	3 15 0	1 16 9	5 11 9
7. Machine operator or attendant...	2 0 0	0 18 3	2 18 3
8. Marker:—			
First three months of experience...	2 0 0	0 18 3	2 18 3
Second three months of experience...	2 2 9	1 0 9	3 3 6
Thereafter...	2 10 6	1 4 9	3 15 3
9. Sorter:—			
First three months of experience...	2 0 0	0 18 3	2 18 3
Second three months of experience...	2 2 9	1 0 9	3 3 6
Thereafter...	2 10 6	1 4 9	3 15 3
10. Spotter:—			
First three months of experience...	2 0 0	0 18 3	2 18 3
Second three months of experience...	2 2 9	1 0 9	3 3 6
Thereafter...	2 10 6	1 4 9	3 15 3
11. Stock mender:—			
First six months of experience...	2 4 9	1 0 9	3 5 6
Second six months of experience...	2 15 0	1 4 9	3 19 9
Third six months of experience...	3 5 0	1 10 6	4 15 6
Thereafter...	3 10 0	1 13 3	5 3 3
12. Wet cleaner or water brusher:—			
First three months of experience...	1 18 3	0 18 3	2 16 6
Thereafter...	2 0 3	1 0 9	3 1 0

(C) Laundry Section.

1. Calender machine or mangle operator...	2 0 0	0 18 3	2 18 3
2. Checker:—			
First six months of experience...	2 10 0	1 2 3	3 12 3
Second six months of experience...	2 15 0	1 4 9	3 19 9
Third six months of experience...	3 0 0	1 7 6	4 7 6
Thereafter...	3 5 0	1 10 6	4 15 6
3. Finishing hand:—			
First three months of experience...	1 18 3	0 18 3	2 16 6
Thereafter...	2 0 3	1 0 9	3 1 0
4. Machine operator attendant...	2 0 0	0 18 3	2 18 3
5. Marker...	2 5 3	1 2 3	3 7 6
6. Sorter...	2 5 3	1 2 3	3 7 6

(D) Dyeing Section.

1. Checker:—			
First six months of experience...	2 10 0	1 2 3	3 12 3
Second six months of experience...	2 15 0	1 4 9	3 19 9
Third six months of experience...	3 0 0	1 7 6	4 7 6
Thereafter...	3 5 0	1 10 6	4 15 6
2. Dyer...	7 10 0	3 8 0	10 18 0
3. Machine operator or attendant...	2 0 0	0 18 3	2 18 3
4. Marker...	2 5 3	1 2 3	3 7 6
5. Sewer...	2 0 0	0 18 3	2 18 3

	Basiese loon.	Per Week. L.K.T. op 21/12/53.	Totale loon.
	£ s. d.	£ s. d.	£ s. d.
26. Tydopnemer:—			
Eerste jaar ondervinding...	3 7 7	1 13 3	5 0 10
Tweede jaar ondervinding...	3 17 7	2 0 0	5 17 7
Daarna...	5 15 5	2 16 6	8 11 11
27. Bestelwabediende...	2 0 3	1 0 9	3 1 0
28. Wag...	2 5 0	1 0 9	3 5 9

(B) Afdeling droogskoonmaakery.

1. Massasorteerder...	2 0 0	0 18 3	2 18 3
2. Nasiener:—			
Eerste ses maande ondervinding...	2 10 0	1 2 3	3 12 3
Tweede ses maande ondervinding...	2 15 0	1 4 9	3 19 9
Derde ses maande ondervinding...	3 0 0	1 7 6	4 7 6
Daarna...	3 5 0	1 10 6	4 15 6
3. Skoonmaker...	7 10 0	3 8 0	10 18 0
4. Droëborselaar...	2 0 3	1 0 9	3 1 0
5. Afwerker:—			
Eerste drie maande ondervinding...	2 0 0	0 18 3	2 18 3
Daarna...	2 5 3	1 2 3	3 7 6
6. Blindstopper:—			
Eerste ses maande ondervinding...	2 9 9	1 2 3	3 12 0
Tweede ses maande ondervinding...	3 0 0	1 7 6	4 7 6
Derde ses maande ondervinding...	3 10 0	1 13 3	5 3 3
Daarna...	3 15 0	1 16 9	5 11 9
7. Masjienbediener of -oppasser	2 0 0	0 18 3	2 18 3
8. Merker:—			
Eerste drie maande ondervinding...	2 0 0	0 18 3	2 18 3
Tweede drie maande ondervinding...	2 2 9	1 0 9	3 3 6
Daarna...	2 10 6	1 4 9	3 15 3
9. Sorteerdier:—			
Eerste drie maande ondervinding...	2 0 0	0 18 3	2 18 3
Tweede drie maande ondervinding...	2 2 9	1 0 9	3 3 6
Daarna...	2 10 6	1 4 9	3 15 3
10. Vlekuithaler:—			
Eerste drie maande ondervinding...	2 0 0	0 18 3	2 18 3
Tweede drie maande ondervinding...	2 2 9	1 0 9	3 3 6
Daarna...	2 10 6	1 4 9	3 15 3
11. Koushoelmaker:—			
Eerste ses maande ondervinding...	2 4 9	1 0 9	3 5 6
Tweede ses maande ondervinding...	2 15 0	1 4 9	3 19 9
Derde ses maande ondervinding...	3 5 0	1 10 6	4 15 6
Daarna...	3 10 0	1 13 3	5 3 3
12. Natskoonmaker of waterborselaar:—			
Eerste drie maande ondervinding...	1 18 3	0 18 3	2 16 6
Daarna...	2 0 3	1 0 9	3 1 0

(C) Afdeling wassery.

1. Kalandermasjien- of mangelbediener...	2 0 0	0 18 3	2 18 3
2. Nasiener:—			
Eerste ses maande ondervinding...	2 10 0	1 2 3	3 12 3
Tweede ses maande ondervinding...	2 15 0	1 4 9	3 19 9
Derde ses maande ondervinding...	3 0 0	1 7 6	4 7 6
Daarna...	3 5 0	1 10 6	4 15 6
3. Afwerker:—			
Eerste drie maande ondervinding...	1 18 3	0 18 3	2 16 6
Daarna...	2 0 3	1 0 9	3 1 0
4. Masjienbediener of -oppasser	2 0 0	0 18 3	2 18 3
5. Merker...	2 5 3	1 2 3	3 7 6
6. Sorteerdier...	2 5 3	1 2 3	3 7 6

(D) Afdeling kleurdery.

1. Nasiener:—			
Eerste ses maande ondervinding...	2 10 0	1 2 3	3 12 3
Tweede ses maande ondervinding...	2 15 0	1 4 9	3 19 9
Derde ses maande ondervinding...	3 0 0	1 7 6	4 7 6
Daarna...	3 5 0	1 10 6	4 15 6
2. Kleurder...	7 10 0	3 8 0	10 18 0
3. Masjienbediener of -oppasser	2 0 0	0 18 3	2 18 3
4. Merker...	2 5 3	1 2 3	3 7 6
5. Naaister...	2 0 0	0 18 3	2 18 3

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

(3) Nothing in this Agreement shall operate to reduce the wages of an employee who, while working for the same employer at any time prior or subsequent to the date of coming into operation of this Agreement, was or may be paid basic wages at a rate higher than the minimum rate prescribed in this Agreement, and such employee shall continue to be paid and be entitled to receive basic wages at a rate not lower than such higher rate, as though such higher rate were the minimum rate in respect of such employee.

(4) An employer who requires or permits a member of one class of his employees to perform either in addition to his own work or in substitution thereof, work of another class for which a wage higher than that of his own class is prescribed in sub-clause (1) hereof, shall pay to such employee in respect of the whole day on which he performs such work such higher daily wage; provided that in the case of a part-time driver, the employee shall be paid the higher wage only in respect of the hours actually worked by him on the day concerned; and provided further that where an employee is paid or was entitled to be paid a differential wage in terms of this sub-clause on one or more days per week during ten weeks in six consecutive months he shall thereafter be classified in that category for which the highest wage is prescribed in this clause. Unless otherwise provided in this Agreement, the experience of such employee shall be deemed to be one month in the higher category.

(5) In classifying an employee, he shall, subject to the provisions of sub-clause (4) hereof, be deemed to be engaged in the occupation in which he is wholly or mainly employed.

(6) (a) Notwithstanding the provisions of sub-clause (1) hereof, for the period of this Agreement only, should any notice in terms of, or any amendment to War Measure No. 43 of 1942 reduce the cost of living allowance payable, to a level below that prescribed in sub-clause (1) hereof, the cost of living allowance payable shall nevertheless continue to be that prescribed in that sub-clause; provided that should the said War Measure prescribe a reduction in cost of living allowance by reason of a consolidation of all or a portion thereof in basic wages, the cost of living allowance prescribed in this Agreement may be reduced so that the total wage payable in terms of sub-clause (1) hereof shall neither be increased nor decreased.

(b) The cost-of-living-allowances payable in terms of this clause shall include the allowances prescribed in War Measure No. 43 of 1942, as amended, or as may be amended from time to time; provided that in cases where the allowances payable in terms of this clause are less than those prescribed in the said War Measure, the latter allowances shall be paid.

(7) For the purpose of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in sub-clause (4) hereof and in clause 6, an employee shall be paid in respect of an establishment's normal working week not less than this full weekly wage, whether he had in that week worked the maximum number of ordinary hours prescribed in clause 7 or less.

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

5. PAYMENT OF REMUNERATION.

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

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

provided that sub-clause (1) (b) hereof shall not apply to casual employees, who shall be paid on the day their employment terminates, nor to employees who have agreed with their employers in writing to be paid monthly, and who shall then be paid on the last day of each month; provided further that where an employee's employment terminates on any day other than the usual pay-day of the establishment he shall be paid on the day his service so terminates; provided further that when an employee is on short time he shall be paid before he finishes work for the week.

(2) (a) Notwithstanding anything to the contrary contained in this Agreement the payment of commission to canvassers grade II in terms of sub-clause (4) (1) may be made separately from his other remuneration.

(b) Commission may be paid monthly, and payment shall be made not later than the fourth pay-day after the last week in each month.

(2) Die minimum loon wat aan 'n maandeliks betaalde werknemer verskuldig is, moet bereken word teen 4 1/3 maal die weeklikse loon wat kragtens die bepalings van hierdie Ooreenkoms aan hom verskuldig is.

(3) Niks in hierdie Ooreenkoms moet dien om die lone van 'n werknemer te verminder aan wie, terwyl hy vir dieselfde werk-gewer gewerk het te eniger tyd voor of na die datum waarop hierdie Ooreenkoms in werking getree het, basiese lone teen 'n hoër skaal as die minimum skaal wat in hierdie Ooreenkoms voorgeskryf is, betaal is of betaal kan word nie, en sodanige werknemer moet steeds basiese lone betaal word en daarop geregtig wees om dit te ontvang teen 'n skaal wat nie laer as sodanige hoër skaal is nie, asof so 'n hoër skaal die minimum skaal ten opsigte van sodanige werknemer was.

(4) 'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié wat vir sy eie klas in subklousule (1) hiervan voorgeskryf is, moet aan so 'n werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig, sodanige hoër daaglikse loon betaal; met dien verstande dat in die geval van 'n deeltydse bestuurder dié werknemer die hoër loon slegs ten opsigte van die ure waarin hy werklik op die betrokke dag gewerk het, betaal moet word; en voorts met dien verstande dat indien 'n werknemer 'n differensiële loon kragtens hierdie subklousule op een of meer dae per week gedurende tien weke in ses agtereenvolgende maande betaal is of geregtig was om dit betaal te word, hy daarna in daardie kategorie ingedeel moet word waarvoor die hoogste besoldiging in hierdie klousule voorgeskryf is. Tensy dit anders in hierdie Ooreenkoms bepaal is, moet dit beskou word dat die ondervinding van so 'n werknemer een maand in die hoër kategorie is.

(5) Om 'n werknemer te klassifiseer, moet dit beskou word dat hy, onderworpe aan die bepalings van subklousule (4) hiervan, tot dié klas behoort waarin hy geheel en al of hoofsaaklik werkzaam is.

(6) (a) Nieteenstaande die bepalings van subklousule (1) hiervan, moet die lewenskostoelae wat betaalbaar is slegs vir die tydperk van hierdie Ooreenkoms voortgaan om dié te wees wat in daardie subklousule voorgeskryf is, indien enige kennisgewing ingevolge of enige wysiging van Oorlogsmaatreël No. 43 van 1942 die lewenskostoelae wat betaalbaar is, tot 'n peil verminder wat laer is as dié wat in subklousule (1) hiervan voorgeskryf is; met dien verstande dat indien die genoemde Oorlogsmaatreël 'n vermindering sou voorskryf in die lewenskostoelae weens 'n konsolidasie van die hele of 'n deel daarvan in basiese lone, die lewenskostoelae wat in hierdie Ooreenkoms voorgeskryf is, verminder kan word sodat die totale loon wat kragtens subklousule (1) hiervan betaalbaar is, nóg verhoog nóg verminder mag word.

(b) Die lewenskostoelae wat kragtens hierdie klousule betaalbaar is, moet die toelae omvat wat in Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos van tyd tot tyd gewysig kan word, voorgeskryf is; met dien verstande dat in gevalle waar die toelae wat kragtens hierdie klousule betaalbaar is, minder is as dié wat in genoemde Oorlogsmaatreël voorgeskryf is, laasgenoemde toelae betaal moet word.

(7) Vir die toepassing van hierdie klousule moet die dienskontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, weekliks wees, en behoudens soos in subklousule (4) hiervan en in klousule 6 bepaal, moet 'n werknemer ten opsigte van 'n inrigting se normale werkweek minstens sy volle weekloon betaal word, afgesien daarvan of hy in daardie week die maksimum getal gewone ure, wat in klousule 7 voorgeskryf is, of minder gewerk het.

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

5. BETALING VAN BESOLDIGING.

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

- (a) tydens die werkure;
- (b) weekliks, op Vrydag of Saterdag, na gelang van die gewone betaaldag van die inrigting;
- (c) in 'n verseelde koevert of ander geskikte houer;
- (d) vergesel van 'n staaf, wat deur die werknemer bewaar moet word, in die vorm van Aanhangsel A van hierdie Ooreenkoms, of duidelik op die houer gedruk of daarin ingesluit.

Met dien verstande dat subklousule (1) (b) hiervan nie van toepassing is op los werknemers, wat op die dag betaal moet word waarop hul diens eindig nie, en ook nie op werknemers wat met hul werkgevers skriftelik ooreengekom het om maandeliks betaal te word nie, en wat dan op die laaste dag van elke maand betaal moet word. Voorts met dien verstande dat indien 'n werknemer se diens op enige ander dag as die gewone betaaldag van die inrigting eindig, hy op die dag waarop sy diens aldus eindig, betaal moet word.

Voorts met dien verstande dat wanneer 'n werknemer op korttyd is, hy betaal moet word voordat hy klaar vir die week werk.

(2) (a) Nieteenstaande andersluidende bepalings in hierdie Ooreenkoms, kan die betaling van kommissie aan bestellingwerwers, graad II, kragtens subklousule (4) (1) apart van sy ander besoldiging geskied.

(b) Kommissie kan maandeliks betaal word en betaling moet voor of op die vierde betaaldag na die laaste week in elke maand geskied.

(c) Payment of commission shall be accompanied by a statement to be retained by the employee concerned, showing—

- (i) identification of establishment;
- (ii) name of employee concerned;
- (iii) rate of commission;
- (iv) the total value of orders brought in by him during each week in the relevant period, together with the date of the last day in each such week;
- (v) the amount of the commission payable in respect of each week of the relevant period;
- (vi) a statement of any orders held in suspense in terms of the first proviso hereto;

provided that in the event of the value of any order not being determined at the time of payment, the payment of commission on the value of that order may be deferred for one month; provided further that in the event of the termination of service of an employee, the commission owing to him at the date of termination shall be forwarded to the Council together with a statement in terms hereof, within thirty days of such termination.

6. DEDUCTIONS.

Subject to the provisions of clause 5 of this Agreement every employee shall be entitled to receive not less than his full weekly wage and an employer shall not withhold any portion of any remuneration earned by any employee, nor shall any fines be levied against any employee, or any deductions whatsoever made from any amounts due to an employee for work performed by him or otherwise arising from his employment, provided that—

- (a) where an employee absents himself from work or commences employment with an employer after the beginning of the working week of the establishment concerned, a pro rata amount for the actual time lost may be deducted from the wage of such employee;
- (b) subject to the provisions of clause 12, where short-time has been introduced, the employee may be paid for actual time worked; provided that in the case of short-time arising out of a general break-down of plant or machinery or a threatened break-down of buildings a deduction may be made from the wage of the employee for time lost in excess of one hour only, unless the employer has given the employee notice on the previous day that no work will be available; and provided further that no deductions shall be made on account of short-time arising out of shortage of raw materials or temporary slackness of trade, unless the employer has given the employee concerned notice of his intention to introduce short-time, not later than the day prior to such introduction of short-time;
- (c) with the written consent of the employees, deductions may be made by an employer for holiday, insurance, provident or pension funds, or for contributions to the funds of a trade union, or for spectacles or for dentures or other dental work not otherwise provided for;
- (d) contributions to the Industrial Council shall be deducted in terms of clause 27 of this Agreement;
- (e) contributions to the medical benefit society shall be deducted in terms of the provisions of any Supplementary Agreement which may be declared binding in terms of the Act for the purpose of continuing a sick benefit fund;
- (f) any amount which an employer is required to deduct by any law or any order of any competent Court may be deducted; provided that when an employee agrees or is required in terms of the Natives (Urban Areas) Act, 1945, or the Native Labour Regulation Act, 1911, to accept from his employer board and/or lodging, the deductions shall not exceed the amounts specified hereunder:—

	Per Week.		Per Month.	
	£	s. d.	£	s. d.
Board.....	0	3 0	0	13 0
Lodging.....	0	4 0	0	17 4
Board and lodging.....	0	7 0	1	10 4

7. ORDINARY HOURS OF WORK.

(1) The ordinary hours of work of an employee other than a casual employee shall not exceed—

- (a) in the case of any employee other than a canvasser, grade I or grade II, a driver of a motor-driven or animal-drawn vehicle, a vanboy or a watchman—
 - (i) forty-four hours in any week from Monday to Saturday inclusive;
 - (ii) eight and one-half hours per day in any establishment which normally works from Monday to Saturday inclusive and which observes a weekly half-holiday;
 - (iii) nine and one-quarter hours per day in any establishment which normally works from Monday to Friday inclusive.

The ordinary hours of work referred to in sub-clauses (a) (ii) and (a) (iii) hereof may commence and terminate at different daily times, provided that these times shall fall between the hours of 6 a.m. and 6 p.m.;

(c) Betaling van kommissie moet vergesel gaan van 'n staat wat deur die betrokke werknemer bewaar moet word en die volgende aantoon:—

- (i) Aanwysing van die inrigting;
- (ii) naam van die betrokke werknemer;
- (iii) kommissieskaal;
- (iv) die totale waarde van bestellings wat deur hom elke week in die onderhawige tydperk verkry is tesame met die datum van die laaste dag in elke sodanige week;
- (v) die bedrag van die kommissie wat ten opsigte van elke week van die onderhawige tydperk betaalbaar was;
- (vi) 'n staat met enige bestellings wat kragtens die eerste voorbehoud hiervan hangende is.

Met dien verstande dat ingeval die waarde van enige bestelling nie op die betaaltyd bepaal is nie, die betaling van kommissie op die waarde van daardie bestelling een maand uitgestel kan word. Voorts met dien verstande dat ingeval die diens van 'n werknemer beëindig word, die kommissie wat op die datum van diensbeëindiging aan hom verskuldig is, binne dertig dae na sodanige beëindiging aan die Raad, tesame met 'n staat kragtens die bepalings hiervan, gestuur moet word.

6. AFTREKKINGS.

Onderworpe aan die bepalings van klousule 5 van hierdie Ooreenkoms, is elke werknemer geregtig op die ontvangs van minstens sy volle weekloon en 'n werkgewer mag nie enige gedeelte van enige besoldiging, wat deur enige werknemer verdien word, agterweë hou nie; ook mag geen werknemer boetes opgelê of enigiets hoegenaamd van enige bedrae afgetrek word wat aan 'n werknemer vir werk deur hom verrig of andersins uit sy diens voortvloeiende verskuldig is nie; met dien verstande dat—

- (a) indien 'n werknemer van sy werk wegbly of diens by 'n werkgewer aanvaar na die aanvang van die diensweek van die betrokke inrigting, 'n pro rata bedrag vir die werklik verlore tyd van die loon van so 'n werknemer afgetrek kan word;
- (b) onderworpe aan die bepalings van klousule 12, indien korttyd ingevoer is, kan die werknemer betaal word vir die werklike tyd wat gewerk is; met dien verstande dat in die geval van korttyd wat as gevolg van 'n algemene ineenstorting van installasie of masjinerie of 'n dreigende ineenstorting van geboue ontstaan, 'n bedrag van die besoldiging van die werknemer vir die verlore tyd bo slegs een uur afgetrek kan word, tensy die werkgewer die werknemer op die vorige dag in kennis gestel het dat geen werk beskikbaar sal wees nie; en voorts met dien verstande dat geen aftrekkings moet geskied waar korttyd ontstaan as gevolg van 'n tekort aan grondstowwe of 'n tydelike verslapping in die bedryf, tensy die werkgewer die betrokke werknemer op of voor die dag wat sodanige invoer van korttyd voorafgaan, in kennis gestel het van sy voorneme om korttyd in te voer;
- (c) met die skriftelike toestemming van die werknemers, aftrekkings gemaak kan word deur 'n werkgewer vir vakansie-, versekerings-, voorsorg- of pensioenfondse, of vir bydraes tot die fondse van 'n vakvereniging, of vir brille of vir kunstande of ander tandheelkundige werk waarvoor geen voorsiening andersins gemaak is nie;
- (d) bydraes tot die Nywerheidsraad kragtens klousule 27 van hierdie Ooreenkoms afgetrek kan word;
- (e) bydraes tot die Mediese Bystandfonds moet afgetrek word kragtens die bepalings van enige aanvullingsooreenkoms, wat bindend verklaar kan word ingevolge die Wet vir die doel om 'n siektebystandfonds te laat voortbestaan;
- (f) enige bedrag wat 'n werkgewer kragtens enige wet of enige bevel van enige bevoegde hof vereis word om af te trek, afgetrek kan word; met dien verstande dat indien 'n werknemer toestem of kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturellearbeid Reguleringswet, 1911, van hom vereis word om losies of inwoning van sy werkgewer aan te neem, die aftrekkings nie die onderstaande gespesifiseerde bedrae mag oorskry nie:—

	Per week.		Per maand.	
	s. d.	£	s. d.	£
Losies.....	3 0		0 13 0	
Inwoning.....	4 0		0 17 4	
Losies en inwoning.....	7 0		1 10 4	

7. GEWONE WERKURE.

(1) Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, mag nie onderstaande oorskry nie:—

- (a) In die geval van 'n werknemer, uitgesonderd 'n bestellingwerwer, graad I of graad II, 'n motorvoertuigbestuurder of 'n dierevoertuigdrywer, 'n bestelwabediende of 'n wag—
 - (i) vier-en-veertig uur in enige week van Maandag tot en met Saterdag;
 - (ii) 8½ uur per dag in enige inrigting wat gewoonlik van Maandag tot en met Saterdag werk en wat 'n weeklikse halwe vakansiedag nakom;
 - (iii) 9½ uur per dag in enige inrigting wat gewoonlik van Maandag tot en met Vrydag werk.

Die gewone werkure wat in subklousules (a) (ii) en (a) (iii) hiervan genoem word, kan op verskillende daaglikse tye begin en eindig; met dien verstande dat hierdie tye tussen die ure 6 vm. en 6 nm. moet val;

- (b) in the case of any employee engaged as a canvasser, grade I or grade II, a driver of a motor-driven or animal-drawn vehicle or a vanboy—
- forty-six hours in any week from Monday to Saturday inclusive;
 - ten hours on any day.

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

(3) The ordinary hours of work of a watchman shall not exceed—

- eighty-four in any week of seven days;
- twelve in any day;

and shall run from 6 a.m. if the watchman is employed by day or 6 p.m. if the watchman is employed by night.

(4) No employer shall require or permit any employee other than a watchman to work for more than five consecutive hours without an interval of at least one hour during which no work shall be performed, and which shall not be counted as time worked; provided that where any interval exceeds one and one-quarter hours the time in excess of such one and one-quarter hours shall count as ordinary time worked. Periods of work interrupted by an interval of less than one hour shall be deemed continuous.

(5) Rest intervals of not less than ten minutes during which no work shall be performed shall be granted to each employee other than a canvasser, grade I or grade II, a driver of a motor-driven or animal-drawn vehicle, a vanboy or a watchman, as nearly as practicable in the middle of each morning and afternoon work period, and such intervals shall be counted as time worked; provided that no rest interval need be granted during a work period which is of a duration of three and one-half hours or less.

(6) Save as provided in sub-clauses (4) and (5) hereof all hours of work shall be consecutive.

8. OVERTIME.

(1) Notwithstanding the provisions of clause 7 of this Agreement an employer may require or permit any employee to work overtime subject to the provisions of sub-clauses 2 (A), (B) and (C) hereof and clause 9.

(2) (A) No employer shall permit or require any employee to work overtime for more than ten hours in any week.

(B) The overtime which a female employee may be permitted or required to work shall be further limited and no employer shall require or permit a female employee to work overtime—

- for more than two hours on any day;
- on more than three consecutive days;
- on more than sixty days in any year;
- between the hours of 6 p.m. and 6 a.m.;
- after the completion of her ordinary working hours for more than one hour on any day unless he has—
 - given notice thereof to such employee before midday on that day; or
 - provided such employee with an adequate meal before she has to commence overtime; or
 - paid such employee an allowance of not less than two shillings in sufficient time to enable the employee to obtain a meal before the overtime is due to commence;
- after 1 p.m. on more than 5 days in any week.

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

9. PAYMENT FOR OVERTIME.

Payment for overtime worked shall be made at the following minimum rates:—

- On any day other than a Sunday, at the rate of one-and-a-half times his ordinary rate of wages; provided that if overtime calculated on a daily basis differs from overtime calculated on a weekly basis the basis more favourable to the employee concerned shall be adopted.
- For any time worked on a Sunday, the employer shall either—
 - pay the employee concerned not less than double the daily wage payable in respect of an ordinary week day; or
 - pay the employee concerned at the rate of not less than one-and-a-half times his ordinary wage in respect of the total period worked on such Sunday and grant him within seven days thereof one day's holiday and pay him in respect thereof not less than his daily wage.

10. ANNUAL LEAVE.

(1) (a) Every employer shall grant to each employee other than a watchman on completion of each year of service with him three consecutive weeks leave on full pay.

(b) In the case of watchmen every employer shall grant to each such employee on completion of each year of service with him four consecutive weeks leave on full pay.

(b) in die geval van enige werknemer in diens as 'n bestellingwerwer, graad I of graad II, 'n bestuurder van 'n motorvoertuig of 'n drywer van 'n diervoertuig of 'n bestelwabediende—

- ses-en-veertig uur in enige week van Maandag tot en met Vrydag;
- tien uur op enige dag.

(2) Die gewone werkure van 'n los werknemer mag nie agt op enige dag oorskry nie.

(3) Die gewone werkure van 'n wag mag nie die volgende oorskry nie:—

- Vier-en-tagtig in enige week van sewe dae;
- twalf op enige dag,

en moet van 6 vm. af loop indien die wag bedags in diens is of van 6 nm. indien die wag snags in diens is.

(4) Geen werkgever moet van 'n werknemer, uitgesonderd 'n wag, vereis of hom toelaat om langer as vyf agtereenvolgende ure te werk nie, sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie en wat nie as tyd beskou mag word wat gewerk is nie; met dien verstande dat as enige pouse 1½ uur oorskry, die tyd bo sodanige 1½ uur as gewone werktid beskou moet word. Werktydperke wat deur 'n pouse van minder as een uur onderbreek word, moet as aaneenlopend beskou word.

(5) Ruspouses van minstens tien minute, waarin geen werk verrig mag word nie, moet aan elke werknemer, uitgesonderd 'n bestellingwerwer graad I of graad II, 'n motorvoertuigbestuurder of 'n diervoertuigdrywer, 'n bestelwabediende of 'n wag, so na as doenlik in die middel van elke oggend- en namiddagtydperk toegestaan word en sodanige pouses moet beskou word as tyd waarin gewerk is. Met dien verstande dat geen ruspouse tydens 'n werktidperk wat 3½ uur of minder duur, toegestaan behoef te word nie.

(6) Behoudens soos in subklousules (4) en (5) hiervan bepaal is, moet alle werkure agtereenvolgend wees.

8. OORTYD.

(1) Ondanks die bepalings van klousule 7 van hierdie Ooreenkoms, kan 'n werkgever van enige werknemer vereis of hom toelaat om oortyd te werk—onderworpe aan die bepalings van subklousules 2 (A), (B) en (C) hiervan in klousule 9.

(2) (A) Geen werkgever moet van enige werknemer vereis of hom toelaat om langer as tien uur oortyd in 'n week te werk nie.

(B) Die oortydwerk wat van 'n vroulike werknemer vereis of sy toegelaat kan word om te verrig moet verder beperk word en geen werkgever moet van 'n vroulike werknemer vereis of haar toelaat om oortydwerk soos volg te verrig nie:—

- Langer as twee uur op enige dag;
- op meer as drie agtereenvolgende dae;
- op meer as sestig dae in enige jaar;
- tussen die ure 6 nm. en 6 vm.;
- ná voltooiing van haar gewone werkure vir langer as een uur op 'n dag; tensy hy—
 - sodanige werknemer voor twaalfuur middag op daardie dag daarvan in kennis gestel het; of
 - sodanige werknemer, voordat sy met die oortydwerk moet begin, van 'n voldoende ete voorsien het; of
 - aan sodanige werknemer 'n toelae van minstens twee sjielings betyds genoeg betaal om die werknemer in staat te stel om 'n maaltyd te verkry voordat die oortydwerk 'n aanvang moet neem;
- ná 1 nm. op meer as 5 dae in enige week.

(C) Geen werknemer mag op staande voet ontslaan of op enige wyse in sy diens, omdat hy weier om oortydwerk te verrig, benadeel word nie.

9. BESOLDIGING VIR OORTYD.

Besoldiging vir oortydwerk moet teen die volgende skale geskied:—

- Op enige dag, uitgesonderd 'n Sondag, teen 'n skaal van 1½ maal sy gewone loonskaal; met dien verstande dat indien oortyd, wat op 'n daaglikse basis bereken is, van oortyd wat op 'n weeklikse basis bereken is, verskil, die basis wat vir die werknemer die gunstigste is, aanvaar moet word.
- Vir enige tyd wat op 'n Sondag gewerk is, moet die werkgever of—
 - die betrokke werknemer minstens dubbel die daaglikse besoldiging betaal wat ten opsigte van 'n gewone werkdag betaalbaar is; of
 - die betrokke werknemer teen 'n skaal van minstens 1½ maal sy gewone besoldiging betaal ten opsigte van die totale tydperk waarin op so 'n Sondag gewerk is, en moet aan hom binne sewe dae daarvan een dag vakansie toestaan en hom ten opsigte daarvan minstens sy daaglikse loon betaal.

10. JAARLIKSE VERLOF.

(1) (a) Elke werkgever moet aan elke werknemer, uitgesonderd 'n dag, by voltooiing van elke jaar diens by hom, drie agtereenvolgende weke verlof met volle besoldiging toestaan;

(b) In die geval van wagte moet elke werkgever aan elk sodanige werknemer, by voltooiing van elke jaar diens by hom, vier agtereenvolgende weke verlof met volle besoldiging toestaan.

(2) The leave to which an employee is entitled in terms of sub-clause (1) hereof shall be granted at a time to be fixed by the employer; provided that if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment of the employee concerned; and provided further that an employer is prohibited, except on written request by the employee concerned, from granting annual leave to an employee while such employee is absent on sick leave; and provided further that such leave shall not run concurrently with peace training under the S.A. Defence Act of 1912, as amended, or with any period of notice of termination of employment.

(3) An employee who has completed not less than one month in any one year of employment with the same employer and whose employment terminates before the completion of such year shall upon the day on which his employment terminates be paid—

(a) his weekly wage divided by four in the case of all employees other than watchmen; or

(b) his weekly wage divided by three in the case of watchmen, in respect of each completed month of employment calculated from the date on which his leave last fell due or commencement of service as the case may be; provided that for the purpose of calculating "completed months of service" after the first month, any period exceeding fifteen days in the final month of service shall be deemed to constitute a complete month.

(4) The payment in respect of the annual leave due in terms of this clause shall be calculated on the basis of the wage which the employee was receiving or was entitled to receive immediately prior to the date upon which the leave became due or his employment terminated as the case may be.

(5) (a) An employee who has completed a year of service but whose employment terminates before annual leave has been granted shall upon termination be paid leave pay in lieu of such leave calculated in accordance with the provisions of sub-clauses (1), (3) and (4) hereof.

(b) For the purposes of this clause periods of employment in the same establishment shall be deemed to be continuous regardless of any change in ownership which might occur. The new employer shall be responsible for—

(i) the granting of annual leave which may have been due, but which had not been granted prior to his commencing operations;

(ii) the granting of annual leave which might fall due after he commenced operations but which partly accrued prior to such commencement;

(iii) the payment of pro rata leave pay in the event of the termination of service of any employee,

and the period of service in respect of which leave pay has accrued shall include all periods of service for which no annual leave had been granted or leave pay paid by the previous employer.

(6) If any public holiday which is a paid public holiday in terms of clause 11 hereof falls within the period of annual leave granted in terms of sub-clause (1) hereof, one day on full pay in respect of each such holiday shall be added to the period of leave so granted.

(7) The annual leave pay due in terms of sub-clause (1) hereof shall be paid not later than the last working day of the employee concerned before the commencement of his annual leave or termination of service as the case may be.

(8) For the purpose of this clause 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-clause (1) hereof;

(b) absent from work on the instructions, or at the request of his employer;

(c) undergoing peace training under the S.A. Defence Act of 1912, as amended;

(d) absent with the consent of his employer or on sick leave or by reason of a confinement, amounting in the aggregate to not more than thirty days in any year calculated from the date of commencement of service with a particular employer.

11. PAID PUBLIC HOLIDAYS.

(1) Every employer shall grant to each of his employees, other than casual employees, New Year's Day, Good Friday, May Day (1st May), Day of the Covenant, and Christmas Day as a paid public holiday and every employee shall be entitled to receive in respect of each such day the daily wage which he was receiving or which he was entitled to receive at the time such paid public holiday falls.

(2) The payment referred to in sub-clauses (1) and (3) hereof shall be made on the first pay day after the occurrence of each paid public holiday or on termination of employment of any employer if that should occur before the pay-day concerned.

(3) Notwithstanding the provisions of sub-clause (1) hereof any employee may be requested or permitted to work on any paid public holiday. In the event of any employee working on any paid public holiday the following shall apply:—

(a) Any employee, other than a casual employee shall in addition to the payment referred to in sub-clause (1) hereof be paid in respect of the time worked, not less than his ordinary wage for such period;

(b) a casual employee shall be paid not less than the full daily wage to which he was entitled, and shall in addition be paid not less than his full hourly wage for each hour or part of an hour so worked.

(2) Die verlof waarop 'n werknemer kragtens subklousule (1) hiervan geregtig is, moet op 'n tyd toegestaan word wat deur die werknemer vasgestel moet word; met dien verstande dat indien sodanige verlof nie eerder toegestaan is nie, dit binne twee maande ná die voltooiing van die betrokke werknemer se jaar van diens toegestaan moet word; en voorts met dien verstande dat 'n werkgewer belet word, uitgesonderd op skriftelike versoek van die betrokke werknemer, om jaarlikse verlof aan 'n werknemer toe te staan terwyl sodanige werknemer met siekteverlof afwesig is; en voorts met dien verstande dat sodanige verlof nie mag saamval met vredesopleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, soos gewysig, of met enige tydperk van kennisgewing van diensbeëindiging nie.

(3) 'n Werknemer wat minstens een maand in enige jaar van diens by dieselfde werkgewer voltooi het en wie se diens voor die voltooiing van sodanige jaar eindig, moet op die dag waarop sy diens eindig die volgende betaal word:—

(a) Sy weeklikse loon gedeel deur vier in die geval van alle werknemers, uitgesonderd wagte; of

(b) sy weeklikse loon gedeel deur drie in die geval van wagte, ten opsigte van elke voltooide maand diens bereken van die datum af waarop sy verlof laas moes begin het of van aanvang van diens, na gelang van die geval; met dien verstande dat vir die doel om „voltooide maande diens” na die eerste maand te bereken, dit beskou moet word dat enige tydperk bo vyftien dae in die finale maand van diens 'n volle maand uitmaak.

(4) Die besoldiging ten opsigte van die jaarlikse verlof verskuldig kragtens hierdie klousule moet bereken word op die basis van die loon wat die werknemer ontvang het of wat hy geregtig was om te ontvang onmiddellik voor die datum waarop die verlof moes begin het of sy diens geëindig het, al na die geval.

(5) (a) 'n Werknemer wat 'n jaar diens voltooi het, maar wie se diens eindig voordat jaarlikse verlof toegestaan is, moet by diensbeëindiging in plaas van sodanige verlof, verlofbesoldiging betaal word, bereken ooreenkomstig die bepaling van subklousules (1), (3) en (4) hiervan.

(b) Vir die toepassing van hierdie klousule moet tydperke van diens in dieselfde inrigting as aaneenlopend beskou word, afgesien van enige verandering in eienaarskap wat kan plaasvind. Die nuwe werkgewer moet vir die volgende verantwoordelik wees:—

(i) Die toestaan van jaarlikse verlof wat verskuldig kon gewees het, maar wat nie voor die aanvang van sy werksaamhede toegestaan is nie;

(ii) die toestaan van jaarlikse verlof wat verskuldig kon geword het nadat hy met sy werksaamhede begin het, maar wat gedeeltelik voor sodanige aanvang opgehoop het;

(iii) die betaling van pro rata verlofbesoldiging in die geval van diensbeëindiging van enige werknemer,

en die tydperk van diens ten opsigte waarvan verlofbesoldiging opgehoop het, moet alle tydperke van diens omvat waarvoor geen jaarlikse verlof deur die vorige werkgewer toegestaan of verlofbesoldiging betaal is nie.

(6) Indien enige openbare vakansiedag, wat 'n besoldigde openbare vakansiedag kragtens klousule 11 hiervan is, binne die tydperk van jaarlikse verlof val wat ingevolge subklousule (1) hiervan toegestaan word, moet een dag met volle besoldiging ten opsigte van elk sodanige vakansiedag by die verloftydperk aldus toegestaan, gevoeg word.

(7) Die jaarlikse verlofbesoldiging wat kragtens subklousule (1) hiervan verskuldig is, moet op of voor die laaste werkdag van die betrokke werknemer, voor die aanvang van sy jaarlikse verlof of diensbeëindiging, na gelang van die geval, betaal word.

(8) Vir die toepassing van hierdie klousule moet dit beskou word dat die uitdrukking „diens” enige tydperk of tydperke omvat waarin 'n werknemer—

(a) met verlof kragtens subklousule (1) hiervan afwesig is;

(b) van sy werk op las of op versoek van sy werkgewer afwesig is;

(c) vredesopleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, soos gewysig, ondergaan;

(d) met die toestemming van sy werkgewer of met siekteverlof of 'n bevalling afwesig is, wat in die algemeen hoogstens dertig dae in 'n jaar beloop, bereken van die datum af waarop die diens by 'n besondere werkgewer begin het.

11. BESOLDIGDE OPENBARE VAKANSIEDAE.

(1) Elke werkgewer moet aan elkeen van sy werknemers, uitgesonderd los werknemers, Nuwejaarsdag, Goie-Vrydag, Meidag (1 Mei), Gelofte- en Kersdag as 'n besoldigde openbare vakansie toestaan en elke werknemer moet geregtig wees om ten opsigte van elk sodanige dag die daaglikse besoldiging te ontvang wat hy op die datum waarop sodanige besoldigde openbare vakansie val, ontvang het of wat hy geregtig was om te ontvang.

(2) Die besoldiging genoem in subklousules (1) en (3) hiervan, moet op die eerste betaaldag na elke besoldigde openbare vakansie of by diensbeëindiging van enige werknemer geskied, indien dit voor die betrokke betaaldag sou plaasvind.

(3) Ondanks die bepaling van subklousule (1) hiervan, kan 'n werknemer versoek of toegelaat word om op enige besoldigde openbare vakansiedag te werk. Ingeval 'n werknemer op enige besoldigde openbare vakansiedag werk, moet die volgende van toepassing wees:—

(a) 'n Werknemer, uitgesonderd 'n los werknemer, moet benevens die besoldiging genoem in subklousule (1) hiervan, ten opsigte van die tyd waarin gewerk is, minstens sy gewone besoldiging vir sodanige tydperk betaal word;

(b) 'n los werknemer moet minstens die volle dagloon waarop hy geregtig is, betaal word, en moet bo en behalwe dit minstens sy volle uurloon betaal word vir elke uur of gedeelte van 'n uur wat aldus gewerk is.

12. SHORT-TIME.

(1) Whenever it is intended to introduce short-time a notice stating that fact shall be displayed prominently in the establishment concerned not later than the day previous to the commencement of such short-time.

(2) A copy of the notice referred to in sub-clause (1) hereof shall be forwarded to the Secretary of the Council within seven days of the introduction of the short-time to which the notice refers.

13. PROPORTION OR RATIO.

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

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

(3) For the purposes of this clause an employer or his factory manager who is wholly or substantially engaged in performing the duties of a cleaner or maintenance man or clerical employee in his establishment may be deemed to be a cleaner or a maintenance man or qualified clerical employee as the case may be; provided that any employer who wishes to avail himself of the benefit of this clause shall first notify the Council in writing of the category of work in which he is wholly or substantially engaged.

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

(5) An employer shall not employ more than six canvassers, grade II, who shall operate from his factory only, but he may in addition thereto, or in substitution thereof, employ not more than two canvassers, grade II, for each qualified receiving depot attendant employed by him; provided that where an employer's establishments do not include a factory he may employ not more than two canvassers, grade II, for each qualified receiving depot attendant employed by him.

14. OVERALLS AND PROTECTIVE CLOTHING.

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

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

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

16. 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.

17. TERMINATION OF SERVICE.

(1) Not less than one week's notice in writing in the case of weekly paid employees nor less than one month's notice in the case of monthly paid employees, to take effect from the usual pay day of the employee, shall be given by an employer or employee of intention to terminate a contract of service; provided that this shall not affect—

- the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- any agreement between the employer and employee providing for a period of notice of equal duration on both sides and for longer than one week or month as the case may be, in which case such longer period of notice shall be given;
- the right of an employer to pay an employee his full wages for and in lieu of the period of notice prescribed in sub-clause (1) hereof, or as agreed upon in terms of paragraph (b) above;
- the right of an employee who is put on short-time for a period of not less than one week to terminate his employment without giving notice;

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

(2) (a) An employee dismissed, suspended or put on short-time during the currency of any period of notice given in terms of this Agreement shall receive full pay for such period of notice.

12. KORTTYD.

(1) Wanneer dit die bedoeling is om korttyd in te voer, moet 'n kennisgewing wat daardie feit vermeld, opvallend in die betrokke inrigting voor of op die dag onmiddellik voor die dag waarop sodanige korttyd begin, vertoon word.

(2) 'n Kopie van die kennisgewing genoem in subklousule (1) hiervan, moet aan die Sekretaris van die Raad binne sewe dae van die invoer van korttyd, in die kennisgewing genoem, gestuur word.

13. GETALLEVERHOUDING.

(1) 'n Werkgewer moet 'n gekwalifiseerde klerklike werknemer, faktuurklerk, blindstopper, ontvangdepotbediende of nasiener in diens hê voordat hy 'n ongekwalifiseerde klerklike werknemer, faktuurklerk, blindstopper, ontvangdepotbediende of nasiener, na gelang van die geval, in diens kan neem, en hy moet minstens een gekwalifiseerde klerklike werknemer, faktuurklerk, blindstopper, ontvangdepotbediende of nasiener in diens hê vir elke ongekwalifiseerde klerklike werknemer, faktuurklerk, blindstopper, ontvangdepotbediende of nasiener wat onderskeidelik by hom in diens is.

(2) 'n Werkgewer moet 'n skoonmaker in diens hê voordat hy 'n vliekuithaler in diens kan neem, en hy moet minstens een skoonmaker in diens hê vir elke vier of gedeelte van vier vliekuithalers, wat by hom in diens is.

(3) Vir die toepassings van hierdie klousule kan 'n werkgewer of sy fabrieksbestuurder wat geheel en al of wesenlik die pligte van 'n skoonmaker of onderhoudman of klerklike werknemer in sy inrigting verrig, as 'n skoonmaker of onderhoudman of gekwalifiseerde klerklike werknemer, na gelang van die geval, beskou word; met dien verstande dat 'n werkgewer wat gebruik wil maak van die voordeel van hierdie klousule, eers die Raad skriftelik in kennis moet stel van die soort werk waarin hy geheel en al of wesenlik werksaam is.

(4) 'n Ongekwalifiseerde klerklike werknemer, faktuurklerk, blindstopper, ontvangdepotbediende of nasiener, wat minstens die besoldiging ontvang wat in subklousule 4 (1) onderskeidelik vir 'n gekwalifiseerde klerklike werknemer, faktuurklerk, blindstopper, ontvangdepotbediende of nasiener voorgeskrif is, kan as 'n gekwalifiseerde klerklike werknemer, faktuurklerk, blindstopper, ontvangdepotbediende of nasiener, na gelang van die geval, beskou word.

(5) 'n Werkgewer mag hoogstens ses bestellingwerkers graad II, wat slegs van uit sy fabriek moet optree, in diens neem, maar hy kan bo en behalwe dit, of in die plek daarvan, hoogstens twee bestellingwerkers graad II, vir elke gekwalifiseerde ontvangdepotbediende, wat by hom in diens is, in diens neem; met dien verstande dat indien 'n werkgewer se inrigtings nie 'n fabriek omvat nie, hy hoogstens twee bestellingwerkers graad II vir elke gekwalifiseerde ontvangdepotbediende, wat by hom in diens is, in diens kan neem.

14. OORPAKKE EN BESKERMENDE KLERE.

Elke werkgewer moet alle oorpakke en/of beskermende klere, wat hy sy werknemers gelas om te dra of wat hy regtens of kragtens regulasie aan sy werknemers moet verskaf, kosteloos voorsien en in goeie toestand onderhou.

15. VERBOD OP INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

Geen werknemer mag 'n persoon onder die ouderdom van vyftien jaar in diens neem nie.

16. PREMIES.

Geen betaling mag of regstreeks of onregstreeks aan 'n werkgewer geskied of deur hom ten opsigte van die indiensneming of opleiding van 'n werknemer aangeneem word nie.

17. DIENSBEÏNDIGING.

(1) Minstens een week skriftelike kennisgewing in die geval van weekliks besoldigde werknemers of minstens een maand kennisgewing in die geval van maandeliks besoldigde werknemers, om van die gewone betaaldag van die werknemer af in werking te tree, moet deur 'n werkgewer of werknemer gegee word van sy voorneme om 'n dienskontrak te beëindig; met dien verstande dat dit nie die volgende moet raak nie:—

- Die reg van 'n werkgewer of werknemer om die dienskontrak sonder kennisgewing om enige goeie rede, wat wetlik as voldoende beskou word, te beëindig;
- enige ooreenkoms tussen die werkgewer en werknemer, wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan beide kante en vir langer as een week of maand, na gelang van die geval, en in so 'n geval moet sodanige langer tydperk van kennisgewing gegee word;
- die reg van 'n werkgewer om 'n werknemer sy volle loon vir en in plaas van die tydperk van kennisgewing, wat in subklousule (1) hiervan voorgeskrif is; of soos kragtens paragraaf (b) hierbo ooreengekom is, te betaal;
- die reg van 'n werknemer, wat vir 'n tydperk van minstens een week op korttyd geplaas word, om sy diens sonder kennisgewing te beëindig.

Met dien verstande dat in die geval van 'n werknemer wat minder as twee agtereenvolgende weke by sy werkgewer in diens was, 24 uur kennis gegee kan word om sy dienskontrak te beëindig. Sodanige kennisgewing moet in werking tree van die datum af waarop dit gegee word.

(2) (a) 'n Werknemer wat gedurende die looptyd van enige tydperk van kennisgewing gegee kragtens hierdie Ooreenkoms afgedank, geskors of op korttyd geplaas is, moet vir so 'n tydperk van kennisgewing volle besoldiging ontvang.

(b) An employee who deserts during the currency of any period of notice shall forfeit to his employer an amount equal to the wage he would have normally received for the unexpired period of notice.

(3) Where an employee is absent from work—

- (a) on account of illness, accident or pregnancy; or
- (b) on account of leave with the permission or at the request of the employer;

such absence may not be dismissed by reason of or during such absence, subject to the said period of absence not exceeding thirteen weeks, and the notice referred to in sub-clause (1) hereof shall not run concurrently with any period of such absence; provided that an employer may require an employee to produce a medical certificate in proof of any illness or accident when he returns to work.

(4) (a) In the event of an employer or employee failing to give the prescribed notice he shall pay or forfeit respectively—

- (i) in the case of a weekly-paid employee an amount equal to one week's wages;
- (ii) in the case of a monthly-paid employee an amount equal to one month's wages;
- (iii) in the case of an employee who has completed less than two consecutive weeks' service an amount equal to one day's wages.

(b) When an agreement is entered into in terms of sub-clause 1 (b) hereof, the payment or forfeiture in lieu of notice shall be equal to the wage relative to the period of notice agreed upon.

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

For the purposes of this sub-clause any payment which may be due to an employee in terms of sub-clause 10 (3) of this Agreement, shall also be regarded as a benefit in the process of accrual.

(6) When an employer terminates the services of an employee in absentia, advice of such termination shall be given by notifying the Secretary of the Council in writing within seven days. Any such notification to the Council shall be accompanied by a copy of the Certificate of Service referred to in sub-clause 18 (1) and by any wages, holiday pay, or other amounts due to the employee on such termination for transmission to the employee.

18. CERTIFICATES OF SERVICE, AND FIRMS' MONTHLY RETURNS.

(1) Subject to the provisions of sub-clause 17 (6) every employer shall issue a Certificate of Service to every employee on the date of termination of his employment, in the form of Annexure D to this Agreement.

(2) An employer shall, on engaging an employee require him to produce within fourteen days either a Certificate of Service issued by his last employer in the industry in accordance with the provisions of sub-clause (1) hereof, or a certificate issued by the Secretary of the Council.

(3) Every employer shall submit to the Secretary of the Council within seven days of the last pay-day in each month, a return in the form of Annexure E to this Agreement, showing the full particulars of employees who in the course of the previous month—

- (a) entered his employ;
- (b) left his employ;
- (c) assumed a different category of occupation.

19. INCENTIVE BONUS.

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

(b) Where at the date of coming into operation of this Agreement an incentive bonus scheme is in existence, but no departmental committee has been formed, the employer shall within thirty days thereof form such a committee in terms of sub-clause (a) hereof.

(2) (a) Bonus payments shall be additional to the minimum rates of pay prescribed in clause 4 of this Agreement.

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

(c) The departmental committee referred to in sub-clause (1) hereof shall assist the employer in all matters relating to the smooth working of an incentive plan.

(b) 'n Werknemer wat gedurende die looptyd van enige tydperk van kennisgewing dros, verbeur aan sy werkgever 'n bedrag wat gelykstaar met die besoldiging wat hy gewoonweg vir die onverstreke tydperk van kennisgewing sou ontvang het.

(3) Indien 'n werknemer van sy werk afwesig is—

- (a) vanweë siekte, ongeval of swangerskap of
- (b) vanweë verlof met die toestemming of op versoek van die werkgever,

mag so 'n werknemer nie weens of tydens so 'n afwesigheid afgedank word nie, onderworpe daaraan dat die genoemde tydperk van afwesigheid nie dertien weke oorskry nie, en die kennisgewing genoem in subklousule (1) hiervan, moet nie met enige tydperk van so 'n afwesigheid saamval nie; met dien verstande dat 'n werkgever van 'n werknemer kan eis om 'n dokter-sertifikaat as bewys van 'n siekte of ongeval te toon wanneer hy na die werk terugkeer.

(4) (a) Ingeval 'n werkgever of werknemer in gebreke bly om die voorgeskrewe kennis te gee, moet hy onderskeidelik die volgende betaal of verbeur:—

- (i) In die geval van 'n weekliks besoldigde werknemer, 'n bedrag gelyk aan een week se besoldiging;
- (ii) in die geval van 'n maandeliks besoldigde werknemer, 'n bedrag gelyk aan een maand se besoldiging;
- (iii) in die geval van 'n werknemer wat minder as twee agtereenvolgende weke diens voltooi het, 'n bedrag gelyk aan een dag se besoldiging.

(b) Wanneer 'n ooreenkoms aangegaan word ingevolge subklousule 1 (b) hiervan, moet die betaling of verbeuring in plaas van kennisgewing gelykstaar met die loon met betrekking tot die tydperk van kennisgewing waarvoor ooreengekom is.

(5) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die werkgever, indien enige geld wat die werkgever in die vorm van lone aan 'n werknemer skuld, ontoereikend is om die volle verbeurde bedrag te dek, wat in subklousules (2) en (3) hiervan genoem is, geregtig om sodanige bedrag van ander voordele (as daar is), wat ten gunste van die werknemer ten tyde van die beëindiging van sy dienskontrak aan die oloop was, te behou.

Vir die toepassing van hierdie subklousule moet enige bedrag, wat kragtens subklousule 10 (3) van hierdie Ooreenkoms aan 'n werknemer verskuldig is, ook beskou word as 'n voordeel wat aan die oloop was.

(6) Wanneer 'n werkgever die dienste van 'n werknemer in absentia beëindig, moet kennis van so 'n beëindiging gegee word deur die Sekretaris van die Raad daarvan binne sewe dae skriftelik in kennis te stel. Enige sodanige kennisgewing aan die Raad moet van 'n kopie van die dienssertifikaat vergesel gaan wat in subklousule 18 (1) genoem is, plus enige lone, vakansiebesoldiging of ander bedrae, wat aan die werknemer by sodanige beëindiging verskuldig is, om aan die werknemer oorgedra te word.

18. DIENSSERTIFIKATE EN MAANDELIKSE VERSLAE VAN FIRMAS.

(1) Onderworpe aan die bepalinge van subklousule 17 (6), moet elke werkgever aan elke werknemer op die datum van sy diensbeëindiging 'n dienssertifikaat, in die vorm van Aanhangsel D van hierdie Ooreenkoms, uitreik.

(2) 'n Werkgever moet, wanneer hy 'n werknemer in diens neem, van hom vereis om binne veertien dae of 'n dienssertifikaat wat deur sy vorige werknemer in die nywerheid ooreenkomstig die bepalinge van subklousule (1) hiervan uitgereik is, of 'n sertifikaat wat deur die Sekretaris van die Raad uitgereik is, in te dien.

(3) Elke werkgever moet aan die Sekretaris van die Raad binne sewe dae na die laaste betaaldag in elke maand, 'n opgawe in die vorm van Aanhangsel E van hierdie Ooreenkoms stuur, met volle besonderhede daarin omtrent werknemers wat in die loop van die voorafgaande maand—

- (a) by hom in diens getree het;
- (b) uit sy diens getree het;
- (c) 'n ander klas bedryf aanvaar het.

19. AANSPOINGSBONUS.

(1) (a) In enige was-, droogskoonmaak- of kleurinrigting waarin 'n werknemer 'n aanspoingsbonusstelsel invoer, moet daar vir elke betrokke departement 'n komitee in die lewe geroep word (hieronder 'n departementele komitee genoem) bestaande uit vier verteenwoordigers wat deur die werknemers in die betrokke departement tesame met die werkgever verkies is om 'n aanvullende loonstaar vir daardie departement te formuleer. Die werknemerlede moet op die hulp van 'n beaampte of ander verteenwoordiger van die vakvereniging geregtig wees.

(b) Indien 'n aanspoingsbonusstelsel op die datum van die inwerkingtreding van hierdie Ooreenkoms bestaan, maar geen departementele komitee gestig is nie, moet die werkgever binne dertig dae daarvan so 'n komitee kragtens subklousule (a) hiervan stig.

(2) (a) Bonusbetalings moet addisioneel wees by die minimum loonskaal, wat in klousule 4 van hierdie Ooreenkoms voorgeskryf is.

(b) Werknemers moet ten volle op hoogte van sake gehou word in verband met die opbrengs of ontvangste van 'n individu of groep werknemers wat nodig is om vir bonus in aanmerking te kom, en tabelle van minimum standaarde moet in die inrigting, met so veel besonderhede moontlik, vertoon word.

(c) Die departementele komitee, genoem in subklousule (1) hiervan, moet die werkgever in alle sake betreffende die gladde werking van 'n aanspoingsplan help.

(d) Subject to the provisions of clause 5 (2) of the Agreement, bonus earnings shall be paid at regular intervals to be determined by the departmental committee concerned.

(e) No variation of the bonus rate shall be permitted except by consent of the departmental committees concerned; provided that within a period of three months after introduction of an incentive bonus scheme the employer may, after informing the departmental committee, make such changes as are designed to render the operation of the scheme more equitable.

(3) In relation to an incentive scheme involving employees other than canvassers, grade I or grade II, or receiving depot attendants, the following shall apply:—

- (a) Bonus rates shall be determined on such basis as will permit an employee of average capacity to earn at least twenty per cent more than the minimum basic wage prescribed for an employee of the category concerned;
- (b) bonus groups shall consist of workers engaged in similar occupations or on operations which must be combined to complete a particular stage of processing;
- (c) bonus shall be proportional to output above an agreed minimum for each operation or combination of operations;
- (d) bonus earnings for employees forming any group shall bear the same proportion to the group bonus as the hours attended by the individual at his post bears to the total hours similarly recorded for all employees in that group;
- (e) where the bonus is calculated on hourly performance, no employee shall be penalised for idle time resulting from causes beyond his control. Such idle time shall not be included in the total of hours worked used in the calculation of bonus but shall form portion of the aggregate number of ordinary hours worked;
- (f) bonus payments shall only be made in respect of output which conforms to the standards of quality laid down by the employer, and employees shall not be credited with output which does not conform to such standards;
- (g) in the calculation of the standard time for each operation by time study methods, suitable allowances shall be made for quality standards, fatigue and working conditions. Standard times so fixed shall not be amended unless altered processing methods warrant such a change;
- (h) supervising personnel, other than managers or foremen, shall receive a bonus not less than the average bonus received by the employees whose output they supervise.

20. LOG-BOOKS.

(1) Every employer shall provide each canvasser grade I and/or driver of a vehicle in his employ with a log-book as per Annexure B to this Agreement.

(2) (a) Every canvasser grade I and/or driver of a vehicle upon being provided with the log-book referred to in sub-clause (1) shall keep the said daily log in duplicate as nearly as practicable in the form prescribed, in respect of each day's work, and shall, within twenty-four hours of the completion of the day's work to which it relates, deliver a duplicate copy thereof to his employer.

(b) All canvassers and/or drivers shall record truthfully and accurately the number of hours actually worked by them and the times during which work was delayed or suspended, together with full particulars of the cause for such delay or suspension.

(3) Every employer shall complete and shall retain a duplicate copy of the daily log, which in terms of sub-clause (2) hereof has been delivered to him, for a period of three years subsequent to the events recorded.

(4) Provided that where times of commencing and finishing work are recorded mechanically, the provisions of sub-clauses (1), (2) and (3) hereof shall not apply.

(5) (a) Every driver, canvasser grade I or vanboy who is in employment on the date of publication of this Agreement shall within thirty days thereof be directed by his employer to present himself at the offices of the Council to receive a written statement of his duties in relation to the keeping of log sheets and/or operation of mechanical clocking systems.

(b) Every driver, canvasser grade I or vanboy shall, within thirty days of commencing employment with any employer be directed by such employer to present himself at the offices of the Council to receive a written statement of his duties in relation to the keeping of log sheets and/or operation of mechanical clocking systems.

(c) Every driver, canvasser, grade I or vanboy shall upon conforming with the requirements of sub-clauses (a) or (b) hereof, sign an acknowledgment of his receipt of the statement of duties.

21. WRITTEN AUTHORITY FOR CANVASSERS.

Every canvasser, grade I or grade II engaged in the inviting, soliciting or canvassing of articles to be laundered, dry cleaned or dyed, or in delivery of such articles after processing, shall at

(d) Onderworpe aan die bepalings van klousule 5 (2) van die Ooreenkoms, moet bonusverdiensle op gereelde tussenpouses, wat deur die betrokke departementele komitee bepaal moet word, betaal word.

(e) Geen verandering van die bonusskaal moet toegelaat word nie, uitgesonderd met toestemming van die betrokke departementele komitees; met dien verstande dat binne 'n tydperk van drie maande na die invoering van 'n aansporingsbonusskema, die werkgewer, nadat hy die departementele komitee daarvan verwittig het, sodanige wysigings kan aanbring wat bereken is om die werking van die skema billiker te maak.

(3) Met betrekking tot 'n aansporingskema waarby werknemers, uitgesonderd bestellingwerwers graad I of graad II, of ontvangdepotbediendes betrokke is, moet die onderstaande van toepassing wees:—

- (a) Bonusskale moet op sodanige basis bepaal word as wat 'n werknemer van gemiddelde vermoë in staat sal stel om minstens twintig persent meer as die minimum basiese loon te verdien wat vir 'n werknemer van die betrokke klas voorgeskryf is;
- (b) bonusgroepe moet uit werkers bestaan in soortgelyke bedrywe of werksaamhede wat saamgesmelt moet word om 'n besondere stadium van prosesbehandeling te voltooi;
- (c) bonus moet in verhouding wees tot die opbrengs bo 'n ooreengekome minimum vir elke werksaamheid of kombinasie werksaamhede;
- (d) bonusverdiensle vir werknemers wat enige groep vorm, moet in dieselde verhouding tot die groepbonus wees as wat die ure, wat 'n individu op sy pos deurgebring het, tot die totale ure is, wat op dieselfde manier vir alle werknemers in daardie groep aangeteken is;
- (e) indien die bonus op werk per uur bereken word, mag geen werknemer vir ledige tyd, as gevolg van oorsake waarvoor hy nie beheer het, gepenaliseer word nie. Sodanige ledige tyd moet nie in die totale aantal ure gewerk, wat aangewend word om die bonus te bereken, ingesluit word nie, maar moet deel van die totale aantal gewone ure uitmaak wat gewerk is;
- (f) bonusbetalings moet slegs ten opsigte van opbrengs geskied wat met die standaard van kwaliteit, deur die werkgewer bepaal, ooreenkom, en werknemers moet nie met produksie gekrediteer word wat nie met sulke standaard ooreenkom nie;
- (g) by die berekening van die standaardtyd vir elke werksaamheid deur middel van tydstudiemetodes, moet behoorlik toegelaat word vir kwaliteitsstandaarde, vermoedheid en werkstoestand standaardtye aldus vasgestel moet nie gewysig word nie, tensy veranderde metodes van prosesbehandeling so 'n verandering regverdig;
- (h) toesighoudende personeel, uitgesonderd bestuurders of voormanne, moet 'n bonus van minstens die gemiddelde bonus ontvang wat die werknemers ontvang oor wie se produksie hulle toesig hou.

20. LOGBOEKE.

(1) Elke werkgewer moet elke bestellingwerwer graad I en/of voertuigbestuurder in sy diens van 'n logboek in die vorm van Aanhangel B van hierdie Ooreenkoms voorsien.

(2) (a) Elke bestellingwerwer graad I en/of voertuigbestuurder moet, nadat hy voorsien is van die logboek, genoem in subklousule (1), die genoemde daaglikse log in duplikaat so na as moontlik in die voorgeskrewe vorm ten opsigte van elke dagtaak byhou, en moet binne vier-en-twintig uur na die voltooiing van die dagtaak, waarop dit betrekking het, 'n duplikaatkopie daarvan aan sy werkgewer besorg;

(b) alle bestellingwerwers en/of bestuurders moet eerlik en presies die getal ure aanstip, wat werklik deur hulle gewerk is, asook die tye waarin werk vertraag of opgeskort is, tesame met volle besonderhede in verband met die oorsaak van so 'n vertraging of opskorting.

(3) Elke werkgewer moet 'n kopie voltooi en 'n duplikaatkopie van die daaglikse log, wat kragtens subklousule (2) hiervan aan hom besorg is, vir 'n tydperk van drie jaar na die aangestipte voorvalle bewaar.

(4) Met dien verstande dat indien aanvangs- en sluitingstye meganies aangeteken word, die bepalings van subklousules (1), (2) en (3) hiervan nie van toepassing moet wees nie.

(5) (a) Elke bestuurder, bestellingwerwer graad I of bestelwabediende, wat in diens is op die datum waarop hierdie Ooreenkoms gepubliseer is, moet binne dertig dae daarna deur sy werkgewer gelas word om hom by die kantore van die Raad aan te meld ten einde 'n skriftelike staat van sy pligte met betrekking tot die waarneem van logblaaij en/of bediening van meganiese inklokstelsels te ontvang.

(b) Elke bestuurder, bestellingwerwer graad I of bestelwabediende moet binne dertig dae na die aanvang van sy diens by enige werkgewer deur sodanige werkgewer gelas word om homself by die kantore van die Raad aan te meld ten einde 'n skriftelike staat van sy pligte met betrekking tot die byhou van logboeke en/of bediening van meganiese inklokstelsels te ontvang.

(c) Elke bestuurder, bestellingwerwer graad I of bestelwabediende moet by die nakoming van die vereistes van subklousule (a) of (b) hiervan, 'n erkenning van die ontvangs van die pligtestaat onderteken.

21. SKRIFTELIKE MAGTIGING VIR BESTELLINGWERWERS.

Elke bestellingwerwer graad I of graad II, wat goedere wat gewas, droogskoongemaak of gekleur moet word, vra, solisiteer of werf, of sodanige artikels na die prosesbehandeling aflewer,

all times be in possession of a certificate of authority in the form of Annexure C to this Agreement, signed by the Secretary of the Council and signed and issued to him by his employer.

22. HOURLY WAGE SHEETS.

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

- (a) prescribed basic hourly rates: 1 hour to 44, 1 hour to 46;
- (b) prescribed cost of living allowance rates: 1 hour to 44, 1 hour to 46;
- (c) leave pay: 1 to 12 months.

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

23. INSURANCE OF WAGES IN CASE OF FIRE.

(a) Every employer shall insure with a registered insurance company to provide for the payment to his employees who are deprived of work through fire, one week's wages for weekly-paid employees, and one month's wages for monthly-paid employees; provided that, should the stoppage of work be for a period of less than one week or less than one month, as the case may be, payment for such period is provided for.

(b) Should it not be possible for the employer to obtain such insurance, he shall, within two months of the date of coming into force of this Agreement or within two months of becoming engaged in the industry whichever is the later, deposit with the Council an amount equal to one week's wages of all employees in the establishment engaged on a weekly basis and one month's wages of all employees in the establishment engaged on a monthly basis.

(c) In the event of such moneys being deposited with the Council, they shall be deposited in a trust account until required by reason of fire occurring in the establishment concerned, or until the employer concerned either obtains insurance in terms of sub-clause (a) hereof, or leaves the industry.

24. REGISTRATION OF EMPLOYERS.

(1) Every employer operating in the trade, or occupier of premises where one or more employees are engaged in the trade, shall within one month from the date of commencement of operations by him notify the Secretary of the Council in writing of—

- (a) his full name and title of business;
- (b) business address;
- (c) addresses of depots;
- (d) the names and addresses of any agents or independent contractors who are customers of, or agents to the employer.

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

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

- (i) The full names of the directors, the full name of the person in actual control of each branch of the business.
- (ii) Address of the registered offices of the company.
- (iii) The full name of the secretary of the company and all other office bearers of the company.

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

(5) For the purposes of this clause "occupier" means any person having the general management and control of the premises, and if there are two or more such persons, includes all such persons.

25. EXEMPTIONS.

(1) The Council may, on account of old age, or infirmity, or for any other good or sufficient reason, grant to, or in respect of any person exemption from any of the provisions of this Agreement; provided that no exemption shall be granted from sub-clause 8 (2) (B) of this Agreement except for the purpose of allowing female employees to perform work which is necessitated by an emergency.

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

moet te alle tye in besit van 'n magtigingsertifikaat wees in die vorm van Aanhangsel C van hierdie Ooreenkoms, onderteken deur die Sekretaris van die Raad en wat deur sy werkgewer onderteken en aan hom uitgereik is.

22. UURLOONSTATE.

Elke werkgewer moet in sy inrigting op 'n plek, wat vir werknemers maklik toeganklik is, uurloonstate vertoon wat die onderstaande aantoon:—

- (a) Voorgeskrewe basiese uurloonskale: 1 tot 44 uur, 1 tot 46 uur.
- (b) Voorgeskrewe lewenskostetoelaeskele: 1 tot 44 uur, 1 tot 46 uur.
- (c) Verlofbesoldiging: 1 tot 12 maande.

OPMERKING.—Hierdie state is van die Raad teen kosprys verkrygbaar.

23. VERSEKERING VAN LONE INGEVAL VAN BRAND.

(a) Elke werkgewer moet by 'n geregistreerde versekeringsmaatskappy verseker om voorsiening te maak vir die betaling aan sy werknemers, wat hul werk weens brand kwyt is, van een week se besoldiging vir weekliks besoldigde werknemers, en een maand se besoldiging vir maandeliks besoldigde werknemers; met dien verstande dat indien die werksstilstand minder as een week of minder as een maand sou wees, na gelang van die geval, daar vir die betaling van sodanige tydperk voorsiening gemaak word.

(b) Indien dit nie vir die werkgewer moontlik is om sodanige versekering te verkry nie, moet hy binne twee maande na die datum van inwerkingtreding van hierdie Ooreenkoms of binne twee maande nadat hy tot die nywerheid toegetree het, na gelang van die jongste, 'n bedrag by die Raad stort wat gelyk is aan een week se besoldiging van alle werknemers in die inrigting, wat op 'n weeklikse basis in diens geneem is en een maand se besoldiging van alle werknemers in die inrigting wat op 'n maandelikse basis in diens geneem is.

(c) Ingeval sodanige gelde by die Raad gestort word, moet dit in 'n trustrekening gestort word totdat dit vanweë brand in die betrokke inrigting benodig word, of tot tyd en wyl die betrokke werkgewer of versekering kragtens subklousule (a) hiervan, verkry of die nywerheid verlaat.

24. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer wat in die bedryf is of houër is van persele waar een of meer werknemers in die bedryf werk, moet binne een maand na die aanvang van werksaamhede deur hom, die Sekretaris van die Raad skriftelik in kennis stel van—

- (a) sy naam voluit en naam van die besigheid;
- (b) adres van die besigheid;
- (c) adresse van depots;
- (d) die name en adresse van enige agente of onafhanklike kontraktante, wat klante van of agente van die werkgewer is.

(2) In die geval van 'n vennootskap moet die volle name van al die vennote, benewens die besonderhede, in subklousule (1) hiervan vereis, verskaf word.

(3) In die geval van 'n maatskappy met beperkte verantwoordelikheid, moet die volgende besonderhede, benewens dié wat in subklousule (1) vereis word, verskaf word:—

- (i) Die volle name van die direkteure, die volle naam van die persoon wat werklik in beheer van elke tak van die besigheid is;
- (ii) adres van die geregistreerde kantore van die maatskappy;
- (iii) die volle naam van die sekretaris van die maatskappy en alle ander ampsdraers van die maatskappy.

(4) Elke werkgewer moet, ingeval van 'n wysiging in enige van die besonderhede wat hy kragtens die bepaling van hierdie klousule vereis word om te verstrek, 'n kennisgewing van enige wysiging binne veertien dae van die datum waarop so 'n verandering in werking getree het, aan die Sekretaris van die Raad besorg.

(5) Vir die toepassing van hierdie klousule beteken „houër" enige persoon wat die algemene bestuur en beheer van die persele het, en indien daar twee of meer sodanige persone is, omvat dit alle sodanige persone.

25. VRYSTELLINGS.

(1) Die Raad kan aan of ten opsigte van enigiemand, weens hoë ouderdom of swaakheid of om enige ander gegronde of voldoende rede, vrystelling van enige bepaling van hierdie Ooreenkoms verleen; met dien verstande dat daar geen vrystelling van subklousule 8 (2) (B) van hierdie Ooreenkoms verleen mag word nie behalwe ten einde vroulike werknemers toe te laat om werk wat deur 'n noodgeval vereis word, te doen.

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

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

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

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

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

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

26. RECORDS TO BE KEPT BY EMPLOYERS.

(1) Every employer shall at all times keep the following records written in ink:—

- (a) A time and wage register in terms of section fifty-seven of, and regulations under the Act;
- (b) an alphabetical employment register in the form of Annexure F to this Agreement;
- (c) an annual leave pay register in the form of Annexure G to this Agreement.

(2) Every employer of one or more canvassers, grade II, shall keep in the receiving depot or factory from which such canvassers, grade II, normally operate a record of all orders brought in by such canvassers, grade II. Such records shall show—

- (a) identification of establishment;
- (b) date of each week ended;
- (c) name of canvasser, grade II;
- (d) the value of the orders for articles to be laundered, dry cleaned or dyed brought in by him during the week concerned;
- (e) the rate of commission payable.

(3) (a) In addition to the records prescribed in sub-clause (2) hereof, every canvasser, grade II, shall be issued with an order or call book in which he shall record the orders brought in by him and which shall be countersigned daily by the person to whom he is responsible.

(b) The value of the orders to be recorded in terms of sub-clause (2) hereof shall correspond with the relevant information contained in the order or call book.

(4) Every employer shall retain the records prescribed in sub-clauses (1), (2) and (3) hereof for a period of three years subsequent to the occurrence of the events recorded, and these records shall be kept available for inspection at any time within that period.

27. COUNCIL FUNDS.

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

- (1) On every pay-day after this Agreement comes into operation, every employer shall deduct fourpence per week from the wages of each of his employees who have worked in that week and for whom minimum rates are prescribed in this Agreement; provided that deductions shall be made from payments received by an employee prior to proceeding on annual leave, in respect of any period of leave and paid holidays, which for the purposes hereof shall be deemed to be ordinary time worked.
- (2) The total amount so deducted from employees together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council on or before the 7th day of the month succeeding that during which the deductions were required to be made, together with a statement showing the number of employees from whom the deductions were made.

28. EXHIBITION OF AGREEMENT.

Every employer shall keep a legible copy of this Agreement in both official languages in the form prescribed in the regulations under the Act, exhibited in each of his establishments, including receiving depots, but excluding vehicles, in a place readily accessible to his employees.

29. PURCHASE OF GOODS.

An employer shall not require his employees to purchase any goods from him or from any shop or person nominated by him.

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

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

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

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

26. REGISTERS WAT WERKGEWERS MOET BYHOU.

(1) Elke werkgever moet te alle tye die volgende registers, wat met ink geskryf moet word, byhou:—

- (a) 'n Tyd- en loonregister kragtens artikel sewe-en-vyftig van, en regulasies kragtens die Wet;
- (b) 'n alfabetiese diensregister in die vorm van Aanhangsel F van hierdie Ooreenkoms;
- (c) 'n jaarlikse register vir verlofbesoldiging in die vorm van Aanhangsel G van hierdie Ooreenkoms.

(2) Elke werkgever van een of meer bestellingwerwers, graad II, moet in die ontvangdepot of fabriek, waaruit sodanige bestellingwerwers, graad II, gewoonlik optree, 'n register byhou van alle bestellings wat deur sulke bestellingwerwers, graad II, ingelewer word. Sodanige registers moet die volgende aantoon:—

- (a) Aanduiding van inrigting;
- (b) datum waarop elke week geëindig het;
- (c) naam van bestellingwerwer, graad II;
- (d) die waarde van die bestellings van artikels wat gewas, droogskoongemaak of gekleur moet word, wat deur hom gedurende die betrokke week ingelewer is;
- (e) die kommissieskaal wat betaalbaar is.

(3) (a) Benewens die registers wat in subklousule (2) hiervan voorgeskryf is, moet aan elke bestellingwerwer, graad II, 'n bestelling- of besoekboek uitgereik word waarin hy die bestellings wat deur hom ingelewer is, moet aanteken en wat daaglik deur die persoon aan wie hy verantwoordelik is, mede-onderteken moet word.

(b) Die waarde van die bestellings wat kragtens subklousule (2) hiervan aangeteken moet word, moet met die inligting ooreenkom wat ter sake is en wat in die bestelling- of besoekboek voorkom.

(4) Elke werkgever moet die registers wat in subklousule (1), (2) en (3) hiervan voorgeskryf word, vir 'n tydperk van drie jaar na die aangetekende voorvalle bewaar, en hierdie registers moet vir ondersoek te eniger tyd binne daardie tydperk beskikbaar gehou word.

27. FONDSE VAN DIE RAAD.

Die fondse van die Raad, wat by die Raad berus en deur hom geadministreer moet word, moet op die volgende wyse verskaf word:—

- (1) Op elke betaaldag na die inwerkingtreding van hierdie Ooreenkoms, moet elke werkgever vier pennies per week van die loon van elkeen van sy werknemers aftrek wat in daardie week gewerk het en vir wie minimum skale in hierdie Ooreenkoms voorgeskryf is; met dien verstande dat aftrekking moet geskied van besoldiging wat deur 'n werknemer ontvang is, voordat hy met jaarlikse verlof vertrek het, ten opsigte van enige verloftydperk en besoldigde vakansiedae, wat vir die toepassing hiervan beskou moet word as gewone tyd wat gewerk is.
- (2) Die totale bedrag wat aldus van werknemers afgetrek is, tesame met 'n gelyke bedrag wat deur die werkgever bygedra moet word, moet deur laasgenoemde aan die Sekretaris van die Raad voor of op die 7de dag van die maand gestuur word wat volg op dié waarin die aftrekkings moes geskied het, tesame met 'n staat wat die getal werknemers aantoon van wie die aftrekkings gedoen is.

28. VERTONING VAN OOREENKOMS.

Elke werkgever moet in elkeen van sy inrigtings, wat ontvangdepots omvat maar nie voertuie nie, op 'n plek wat vir sy werknemers maklik toeganklik is, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale, vertoon hou in die vorm wat by regulasie kragtens die Wet voorgeskryf word.

29. KOOP VAN GOEDERE.

'n Werkgever mag nie sy werknemers verplig om enige goedere van hom of van enige winkel of persoon, wat deur hom aangewys is, te koop nie.

30. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

31. EMPLOYEES NOT SPECIFIED.

(1) An employer shall notify the Council immediately upon engagement, or upon publication of this Agreement, of the full particulars and nature of work of all employees employed on work not specified in this Agreement.

(2) Notwithstanding that certain categories of work have not been specified, all relevant provisions of this Agreement shall apply to the conditions of service of such employees.

(3) No such employee shall be paid a basic wage lower than that prescribed for labourers in this Agreement.

32. ULTRA VIRES.

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

33. RECOGNITION OF THE TRADE UNION.

(1) Every employer shall permit the secretary of the trade union, or any official of the trade union who has been authorised thereto in writing by the union, or any member of the union's executive committee accompanying such secretary or official, or the secretary of the Council accompanying the secretary of the trade union or such official, to enter his establishment from time to time, during the lunch or tea breaks, for the purpose of—

- interviewing employees on trade union matters;
- enrolling new members;
- posting or distributing notices issued by the trade union.

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

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

34. AGENTS.

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

Signed at Johannesburg on behalf of the parties this 21st day of December, 1953, in terms of section thirty-one of the Industrial Conciliation Act, 1937.

C. A. HENDERSON,
Acting Chairman of the Council.
S. J. STAMELMAN,
Vice-Chairman of the Council.
A. BLOOM,
Member of the Council.
T. G. PIENAAR,
Acting Secretary of the Council.

ANNEXURE A.

PAY ENVELOPE.

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

30. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD.

Elke werkgewer moet enigeen van sy werknemers, wat verteenwoordigers of plaasvervangers in die Raad is, elke fasiliteit verleen om hul pligte in verband met die werksaamhede van die Raad na te kom.

31. WERKNEMERS NIE GESPEESIFISEER NIE.

(1) 'n Werkgewer moet die Raad onmiddellik na indiensneming, of by publikasie van hierdie Ooreenkoms, omtrent die volle besonderhede en aard van werk van enige werknemers in diens op werk wat nie spesifiek in hierdie Ooreenkoms genoem is nie, in kennis stel.

(2) Nieteenstaande dat sekere kategorieë werk nie gespesifiseer is nie, moet alle bepalings wat toepaslik is, van hierdie Ooreenkoms op die diensvoorwaardes van sodanige werknemers van toepassing wees.

(3) Geen sodanige werknemer moet 'n basiese loon betaal word wat laer is as dié wat vir arbeiders in hierdie Ooreenkoms voorgeskryf is nie.

32. ULTRA VIRES.

Indien enigeen van die bepalings van hierdie Ooreenkoms deur enige bevoegde gereghof *ultra vires* verklaar word, moet die oorblywende bepalings van hierdie Ooreenkoms as die Ooreenkoms beskou word en moet vir die onverstreke tydperk van hierdie Ooreenkoms van krag bly.

33. ERKENNING VAN DIE VAKVERENIGING.

(1) Elke werkgewer moet die sekretaris van die vakvereniging of enige beamppte van die vakvereniging wat skriftelik daartoe deur die vereniging gemagtig is, of enige lid van die vereniging se uitvoerende komitee wat sodanige sekretaris of beamppte vergesel, of die sekretaris van die Raad wat die sekretaris van die vakvereniging of so 'n beamppte vergesel, toelaat om die inrigting van tyd tot tyd tydens die middagete- of teepouse binne te gaan met die doel om—

- werknemers in verband met sake van die vakvereniging te spreek;
- nuwe lede in te skryf;
- kennissgewings, wat deur die vakvereniging uitgegee word, aan te plak of te versprei.

(2) Die lede van die vakvereniging in elke inrigting moet die reg besit om een of meer winkelopsigters en/of 'n winkelkomitee uit hul geledere aan te stel en die betrokke werkgewer moet aan sodanige winkelopsigters en winkelkomitee volle erkenning vergun en redelike fasiliteite verskaf vir vergaderings deur hulle, en samesprekings met hulle aangaande sake waarvoor geskille ontstaan het, en sake wat die werktoestande van die betrokke werknemers algemeen raak.

(3) Wanneer 'n werkgewer skriftelik deur 'n werknemer daartoe versoek word, moet die werkgewer van die loon van daardie werknemer die bedrag van die werknemer se vakverenigingsledegeld aftrek en die bedrag wat aldus afgetrek is, aan die Sekretaris van die Vakvereniging, Posbus 6781, Johannesburg, stuur, tesame met 'n staat wat die besonderhede van so 'n aftrekking spesifiseer.

34. AGENTE.

Die Raad moet een of meer spesifiek aangewese persone as agente aanstel om hom met die toepassing van hierdie Ooreenkoms behulpzaam te wees. Dit is die plig van elke werkgewer en elke werknemer om sodanige agent toe te laat, ooreenkomstig die bepalings van die Wet, om sodanige ondersoeke in te stel en om sodanige boeke en/of dokumente te ondersoek en/of beslag daarop te lê en om sodanige persone te ondervra, as wat vir hierdie doel nodig kan wees.

Namens die partye hede, die 21ste dag van Desember 1953, in Johannesburg onderteken, ingevolge artikel een-en-dertig van die Nywerheid-versoeningswet, 1937.

C. A. HENDERSON,
Waarnemende Voorsitter van die Raad.
S. J. STAMELMAN,
Ondervoorsitter van die Raad.
A. BLOOM,
Lid van die Raad.
T. G. PIENAAR,
Waarnemende Sekretaris van die Raad.

AANHANGSEL A.

LOONKOEVERT.

Werkgewer se naam.....		
Werknemer se naam.....		
Vak.....		
Week geëindig.....	Basiese loon	
Loon vir.....ure gewerk		
Oortyd vir.....ure gewerk		
Verlofbetaling vir.....mde. gewerk		
TOTAAL.....		
Min Kortings:		
Vakvereniging.....		
Mediese hulp.....		
Nywerheidsraad....		
U.B.F.....		
		NETTO BEDRAG VERSKULDIG.

ANNEXURE B.
DAILY LOG BOOK.

PARTICULARS TO BE FILLED IN BY EMPLOYEE DAILY.
Day _____ Date _____
Name _____
Driver _____ Route No. _____
Vanboy _____ Vehicle No. _____

HOURS OF WORK.

Canvasser, Grade I, Vanboy.
Starting time _____
Finishing time _____
Lunch interval _____
Breakdowns _____
Date handed in _____

Signature of driver or canvasser. _____ Signature of vanboy. _____

FOR OFFICE USE ONLY.

Ordinary hours _____
Overtime hours _____ Overtime hourly rate _____
Date checked _____
Signature of employer. _____

All queries based on Log Sheets should be reported to the Industrial Council within three months of the date to which the query refers.

Failure by either the employer or employee to complete these sheets is a contravention which renders both the employer and employee liable to prosecution.

AANHANGSEL B.
DAAGLIKSE LOGBOEK.

BESONDERHEDE WAT DAAGLIKS DEUR WERKNEMER INGESKRYF MOET WORD.

Dag _____ Datum _____
Naam _____
Bestuurder _____ Roete No. _____
Bestelwabediende _____ Voertuig No. _____

WERKURE.

Bestellingwerwer, Graad I, of bestuurder. Bestelwabediende.
Begintyd _____
Ophoutyd _____
Etenspouse _____
Defekte aan voertuig _____
Datum ingelewer _____

Handtekening van bestuurder of bestellingwerwer. _____ Handtekening van bestelwabediende. _____

SLEGS VIR KANTOORGEBRUIK.

Gewone ure _____
Oortydure _____ Oortyduurskaal _____
Kontroledatum _____

Handtekening van werkgewer.
Alle navrae betreffende logboekstate moet binne drie maande van die datum af waarop die navraag betrekking het, aan die Nywerheidsraad gerapporteer word.

Versuim deur of die werkgewer of die werknemer om hierdie state in te vul, is 'n misdryf wat sowel die werkgewer as die werknemer aan vervolging blootstel.

ANNEXURE C.

COLLECTOR'S CARD.

Depot Address _____ Phone _____

This permit authorises—

Collector _____

Pass No. _____

Council No. _____

to collect for above firm articles to be dry cleaned or laundered.

Employer's Signature. _____

Council Signature. _____

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

N.B.—Months optional.

AANHANGSEL C.

OPHALER SE KAART.

Depotadres _____ Foon _____

Hierdie permit magtig—

Ophaler _____

Pasnommer _____

Raadsnommer _____

om vir die bogenoemde firma goedere op te haal vir droogskoonmaak of was.

Werkgewer se handtekening. _____

Raad se ondertekening. _____

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

LET WEL.—Maande na keuse.

ANNEXURE D.

C.L.I.

RECORD OF SERVICE OF EMPLOYEE.

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

P.O. Box 1609.
Telephone 33-4739.106-108 SHAKESPEARE HOUSE,
COMMISSIONER STREET,
JOHANNESBURG.Name _____
Address _____
Signature of holder _____

Reg. No. _____

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

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

AANHANGSEL D.

C.L.I.

DIENSSERTIFIKAAT VAN WERKNEMER.

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

Posbus 6781.
Telefoon 33-0209.102-103 SHAKESPEARE HOUSE,
COMMISSIONERSTRAAT,
JOHANNESBURG.Naam _____
Adres _____
Handtekening van werker _____

Ger. No. _____

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

1. Moenie hierdie kaart verloor nie.
2. Hierdie kaart word gebruik om aantekening van u diens in die nywerheid te hou. Dit moet ingevul word as u na 'n ander soort werk oorgeplaas word, en as u na 'n ander firma toe gaan.
3. 'n Afskrif van die ooreenkoms vir u nywerheid word in u werkgever se persele vertoon gehou. Dit is in u eie belang om uself vertrouwd te maak met die bepalings van hierdie ooreenkoms.
4. As u hierdie kaart verloor, moet u by die Sekretaris van die Raad aansoek doen om 'n duplikaat daarvan.

ANNEXURE E.

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

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

FIRM'S MONTHLY RETURN.

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

A.—EMPLOYEES LEAVING SERVICE.

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

B.—EMPLOYEES ENTERING SERVICE.

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

C.—EMPLOYEES CHANGING CLASS OF EMPLOYMENT.

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

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

AANHANGSEL E.

NYWERHEIDSRAAD VIR DIE WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF.

Naam van firma _____ Posbus _____ Johannesburg.
Maand geëindig _____ 195 _____

FIRMA SE MAANDELIKSE OPGAWE.

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

A.—WERKNEMERS WAT DIENS VERLAAT HET.

Diens- kaart No.	Volle naam.	Pas No.	Klas werk.	Datum in diens geneem.	Loon by indiens- neming.	Sertifikaat van kennis- gewing No.	Datum uit diens.	Loon by uitdiens- treding.	Verlof- besoldiging verskuldig.	Bekragtig deur Raad.

B.—WERKNEMERS WAT IN DIENS TREE.

Diens- kaart No.	Volle naam.	Pas No.	Klas werk.	Datum in diens geneem.	Loon by indiens- neming.	Bekragtig deur Raad.

C.—WERKNEMERS WAT NA ANDER KLAS WERK VERPLAAS WORD.

Diens- kaart No.	Volle naam.	Pas No.	Vorige klas werk.	Loon.	Nuwe klas werk.	Loon.	Datum waarop oorgeplaas.	Bekragtig deur Raad.

L.W.—As die opgawe „Nul” is, stuur ooreenkomstig in.

ANNEXURE F.

ALPHABETICAL EMPLOYMENT REGISTER.

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

AANHANGSEL F.

ALFABETIESE DIENSREGISTER.

Naam van werknemer.	Raad se Indekskaart- nommer.	Pas- nommer (indien enige).	Datum in diens geneem.	Werk.	Loonskaal.	Datum van diens- beëindiging.	Opmerkings.

ANNEXURE G.

ANNUAL LEAVE PAY REGISTER.

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

AANHANGSEL G.

REGISTER VAN BETALING VIR JAARLIKSE VERLOF.

Naam van werknemer.	Raad se indeks- kaart- nommer.	Pas- nommer (indien enige).	Datum in diens geneem.	Werk.	Loon- skaal.	Verlof- besoldiging verskuldig op.	Verlof geneem op.	Bedrag van verlof- besoldig- ing.	Opmerkings.

* No. 774.] [23 April 1954.
**FACTORIES, MACHINERY AND BUILDING
 WORK ACT, 1941.**

**LAUNDRY, DRY CLEANING AND DYEING
 TRADE, TRANSVAAL.**

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Laundry, Dry Cleaning and Dyeing Trade, published under Government Notice No. 773 of the 23rd April, 1954, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
 Minister of Labour.

* No. 775.] [23 April 1954.
WAR MEASURES ACT, 1940.

**SUSPENSION OF PAYMENT OF COST OF LIVING
 ALLOWANCES PAYABLE UNDER WAR
 MEASURE No. 43 OF 1942, AS AMENDED.**

**LAUNDRY, DRY CLEANING AND DYEING
 TRADE, JOHANNESBURG.**

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, Acting in terms of sub-regulation (1) of regulation *four* of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations to the extent to which a cost of living allowance is payable in terms thereof on the remuneration payable to any person in terms of clause 19 of the agreement for the Laundry, Dry Cleaning and Dyeing Trade, Johannesburg, published under Government Notice No. 773 of the 23rd April, 1954.

B. J. SCHOEMAN,
 Minister of Labour.

* No. 776.] [23 April 1954.
INDUSTRIAL CONCILIATION ACT, 1937.

**LAUNDRY, DRY CLEANING AND DYEING
 TRADE, TRANSVAAL.**

SICK BENEFIT FUND.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Dry Cleaning and Dyeing Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers' organisations and the trade union which entered into the said agreement and upon the employers and employees who are members of those organisations or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 13 (inclusive) and 15 to 17 (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 three years from the said second Monday upon the other employers and employees engaged or employed in the said trade in the municipal area of Johannesburg; and

* No. 774.] [23 April 1954.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941.**

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

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Wassery-, Droogskoonmaak- en Kleurbedryf, gepubliseer by Goewermenskennisgewing No. 773 van 23 April 1954 vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van die genoemde Wet is nie.

B. J. SCHOEMAN,
 Minister van Arbeid.

* No. 775.] [23 April 1954.
WET OP OORLOGSMAATREËLS, 1940.

**SKORSING VAN BETALING VAN LEWENSKOSTE-
 TOELAE BETAALBAAR INGEVOLGE OOR-
 LOGSMAATREËL No. 43 VAN 1942, SOOS
 GEWYSIG.**

**WASSERY-, DROOGSKOONMAAK- EN KLEUR-
 BEDRYF, JOHANNESBURG.**

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende kragtens die bepalings van subregulasie (1) van regulasie *vier* van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, skors hierby die bepalings van gesegde regulasies in die mate waartoe 'n lewenskostetoelae ingevolge daarvan aan enige persoon kragtens klousule 19 van die ooreenkoms vir die Wassery-, Droogskoonmaak- en Kleurbedryf, Johannesburg, gepubliseer by Goewermenskennisgewing No. 773 van 23 April 1954, betaalbaar is.

B. J. SCHOEMAN,
 Minister van Arbeid.

* No. 776.] [23 April 1954.
NYWERHEID-VERSOENINGSWET, 1937.

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

SIKTEBYSTANDSFONDS.

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 hiervan verskyn en op die Wassery-, Droogskoonmaak- en Kleurbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van daardie organisasies 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 13 en 15 tot en met 17 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die munisipale gebied Johannesburg; en

(c) in terms of sub-section (4) of section forty-eight of the said Act, declare that in the municipal area of Johannesburg and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday the provisions contained in clauses 3 to 13 (inclusive) and 15 to 17 (inclusive), of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said trade as are not included in the definition of the expression "employee", contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

SCHEDULE.

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

SICK BENEFIT FUND AGREEMENT

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

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

The National Union of Laundering, Cleaning and Dyeing Workers (hereinafter called "the employees" or "the trade union") of the other part, being the parties to the Industrial Council for the Laundry, Dry Cleaning and Dyeing Trade (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Municipal Area of Johannesburg by all employers who are members of the employers' organisation and are engaged in the Laundry, Dry Cleaning and Dyeing Trade and by all employees who are members of the trade union and are employed in the said trade and for whom minimum wages are prescribed in any Agreement of the Council which has been declared binding under the Act and who are in receipt of a wage not exceeding fifty pounds per month, excluding cost of living allowance and incentive bonus.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

Any terms used in this Agreement which are defined in the Act shall have the same meaning as in that Act; terms defined in any Agreement of the Council which has been declared binding under the Act and in which minimum wages are prescribed shall have the same meaning as in that Agreement. A reference to an Act shall include any amendment of such Act; and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

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

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

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

"incentive bonus" or "bonus" means—

(a) in the case of a factory worker a bonus directly related to output; and

(b) in the case of canvassers grade I or II and receiving depot attendants a commission directly related to cash takings;

"management committee" or "committee" means the committee appointed to administer the Sick Benefit Fund in accordance with the provision of clause 4 of this Agreement;

"Minister" means the Minister of Labour;

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

(c) kragtens subartikel (4) van artikel agt-en-veertig van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13 en 15 tot en met 17 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, in die munisipale gebied Johannesburg *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf wat nie by die woordomskeywing van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

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

SIKTEBYSTANDFONDSOOREENKOMS

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

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

National Union of Laundering, Cleaning and Dyeing Workers (hieronder „die werknemers” of „die vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied van Johannesburg nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die Wassery-, Droogskoonmaak- en Kleurbedryf uitoefen en deur alle werknemers wat lede is van die vakvereniging en in die bedryf in diens is en vir wie minimum lone in enige Ooreenkoms van die Raad voorgeskryf word wat as bindend kragtens die Wet verklaar is en wat 'n loon ontvang wat vyftig pond per maand nie te bowe gaan nie, met uitsluiting van lewenskostoelae en aansporingsbonus.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid vasstel en moet daarna drie jaar lank van krag bly of vir sodanige tydperk wat die Minister kan bepaal.

3. WOORDOMSKEYWING.

Enige uitdrukkings in hierdie Ooreenkoms gebesig wat in die Wet omskryf is, moet dieselfde betekenis as in daardie Wet hê; uitdrukkings in enige Ooreenkoms van die Raad omskryf wat as bindend kragtens die Wet verklaar is en waarin minimum lone voorgeskryf word, moet dieselfde betekenis hê as in daardie Ooreenkoms. 'n Verwysing na 'n Wet moet enige wysiging van sodanige Wet insluit; en, tensy die teenoorgestelde bedoeling blyk, moet woorde wat die manlike geslag aandui ook vrouens omvat; voorts, tensy dit strydig is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

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

„inrigting”, enige persele waarin of in verband waarmee een of meer werknemers werksaam is in enige werk wat betrokke is by die was-, skoonmaak- of kleurbedrywe, en dit omvat 'n ontvangdepot en/of 'n voertuig;

„fonds”, die vereniging bekend as die Siektebystandfonds van die Transvaalse Wassery- en Droogskoonmaakwerkers;

„aansporingsbonus” of „bonus”—

(a) in die geval van 'n fabriekwerker 'n bonus wat regstreeks betrekking het op opbrengs; en

(b) in die geval van bestellingwerkers, graad I of II, en ontvangdepotbediendes 'n kommissie wat regstreeks betrekking het op kontantopbrengste;

„bestuurskomitee” of „komitee”, die komitee aangestel om die siektebystandfonds ooreenkomsdig die bepaling van klousule 4 van hierdie Ooreenkoms te administreer;

„Minister”, die Minister van Arbeid;

„bedryf” of „Wassery-, Droogskoonmaak- en Kleurbedryf” of „nywerheid”, sonder om die gewone betekenis van die uitdrukking op enige wyse te beperk, die bedryf of nywerheid uitgeoefen in inrigtings waar artikels gewas, skoongemaak of gekleur word op bestelling van klante, en moet depots insluit waar sodanige artikels ontvang word ten einde gewas, skoongemaak of gekleur te word op bestelling van klante.

4. ADMINISTRATION.

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

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

(3) The fund shall be administered by a management committee appointed by the Council, consisting of three representatives of the employers and three of the employees, in accordance with a constitution approved by the Council. Such constitution may be amended by the Committee at any time, subject to approval by the Council. Copies of such constitution and any amendments thereto shall be lodged with the Secretary for Labour, Pretoria.

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

(5) The management committee shall have the power to make and amend rules for the detailed administration of the fund, such rules not to be inconsistent with the provisions of this Agreement or of the fund's constitution.

5. OBJECTS.

The objects of the fund shall be—

(a) to raise funds—

- (i) by contributions from employees and employers as provided in clause 7 of this Agreement; and
- (ii) by such other means as the management committee may deem desirable having regard to the purposes of the fund;

(b) to provide members of the fund with such benefits as are laid down in this Agreement.

6. MEMBERSHIP.

A member of the fund shall be any employee covered by this Agreement who is actively employed in the trade and who in terms of clause 7 has paid at least one week's contribution to the fund; provided that employees in receipt of wages in excess of £50 per month, exclusive of cost of living allowance and incentive bonus, shall not be eligible for membership.

7. CONTRIBUTIONS.

(1) For the purpose of the fund each employer shall on the pay-day of each week, as and from the first pay-day after this Agreement comes into operation, deduct from the wages of each employee in his employ who has worked in that week, an amount of—

- (a) in the case of an employee earning a basic weekly wage of less than £5. 0s. 5d. per week;
- (b) in the case of an employee earning a basic weekly wage of £5 or over, 8d. per week.

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

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

8. BENEFITS.

(1) Members shall be entitled to the following minimum benefits:—

- (a) A member who has made not less than 13 consecutive weekly payments to the fund in terms of clause 7 of this Agreement and who, because of sickness, is unable to work for a period of three consecutive working days or more, shall, on the production of a medical certificate, be paid for the period of working time lost by him, sick pay calculated at the rate of two-thirds of his normal weekly wage, exclusive of cost of living allowance and incentive bonus, or of £5 per week, whichever is the lesser amount; provided that no payment shall be made for any period of such absence from work in excess of 13 weeks during any calendar year.
- (b) Free medical attention and services shall be provided by the fund's doctors.
- (c) Free medicines shall be provided on prescriptions from the fund's doctors.
- (d) Free dental services shall be provided by the fund's dentist; provided that such services shall be confined to examinations, prophylaxis, extractions, fillings, X-rays and full or partial clearance under general anaesthesia, and shall exclude gold work and dentures;

4. ADMINISTRASIE.

(1) Hierby word 'n siektebystandsfonds voortgesit, soos tevore gestig deur werkgewers en werknemers in die bedryf, bekend as die Siektebystandsfonds van die Transvaalse Wassery- en Droogskoonmaakwerkers, in hierdie Ooreenkoms die „fonds” genoem.

(2) Die fonds moet gefinansier word uit bydraes genoem in klousule 7 van hierdie Ooreenkoms en die bates van die bestaande siektebystandsfonds oorspronklik ingestel kragtens Goewermentskennisgewing No. 15 van 8 Januarie 1943.

(3) Die fonds moet geadmistreer word deur 'n bestuurskomitee aangestel deur die Raad, bestaande uit drie verteenwoordigers van die werkgewers en drie van die werknemers, ooreenkomstig 'n konstitusie deur die Raad goedgekeur. Sodanige konstitusie kan, onderworpe aan goedkeuring deur die Raad, te eniger tyd deur die komitee gewysig word. Kopieë van sodanige konstitusie en enige wysigings daarvan moet by die Sekretaris van Arbeid, Pretoria, ingedien word.

(4) Indien daar te eniger tyd 'n geskil insake die bepalings van die konstitusie of die administrasie van die fonds ontstaan ten opsigte waarvan lede van die bestuurskomitee gelykop verdeel is, moet die saak na die Raad verwys word, en by gebreke aan beslegting deur die Raad, moet laasgenoemde die kwessie van arbitrasie kragtens sy konstitusie oorweeg.

(5) Die bestuurskomitee het die bevoegdheid om reëls vir die gedetailleerde administrasie van die fonds op te stel en te wysig, reëls wat nie strydig is met die bepalings van hierdie Ooreenkoms of van die fonds se konstitusie nie.

5. DOELEINDES.

Die doeleindes van die fonds moet wees om—

(a) fondse in te samel—

- (i) met bydraes van werknemers en werkgewers soos in klousule 7 van hierdie Ooreenkoms bepaal; en
- (ii) met sodanige ander middele as wat die bestuurskomitee wenslik mag ag met inagneming van die doeleindes van die fonds;

(b) om lede van die fonds te voorsien van sodanige bystand as wat in hierdie Ooreenkoms bepaal word.

6. LIDMAATSKAP.

'n Lid van die fonds moet enige werknemer wees deur hierdie Ooreenkoms gedek wat aktief in diens is in die bedryf en wat kragtens klousule 7 minstens een week se bydrae tot die fonds betaal het; met dien verstande dat werknemers wat lone van meer as £50 per maand ontvang, met uitsluiting van lewenskostetoelae en aansporingsbonus, nie vir lidmaatskap in aanmerking kom nie.

7. BYDRAES.

(1) Vir die doel van die fonds moet elke werkgewer op die betaaldag van elke week op en vanaf die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, van elke werknemer in sy diens wat in daardie week gewerk het, 'n bedrag aftrek van—

- (a) in die geval van 'n werknemer wat 'n basiese weekloon van minder as £5 verdien, 5d. per week;
- (b) in die geval van 'n werknemer wat 'n basiese weekloon van £5 of meer verdien, 8d. per week.

(2) Aftrekkings moet gemaak word van betalings ontvang vir tydperke van besoldigde afwesigheidsverlof en besoldigde vakansiedae asof die betrokke lede op die gewone manier by werk aanwesig was.

(3) Die totale bedrag aldus afgetrek van werknemers, tesame met 'n gelyke bedrag wat deur die werkgewer bygedra moet word, moet deur laasgenoemde aan die sekretaris van die fonds gestuur word op of voor die 7de dag van die maand wat volg op die maand waarin die aftrekkings gemaak moes gewees het, tesame met 'n staat wat die getal en name van werknemers in elke betaalgroep aantoon van wie aftrekkings gemaak is.

8. BYSTAND.

(1) Lede moet op die volgende minimum bystand geregtig wees:—

- (a) 'n Lid wat minstens 13 agtereenvolgende weeklikse betalings aan die fonds kragtens klousule 7 van hierdie Ooreenkoms gemaak het en wat as gevolg van siekte nie in staat is om vir 'n tydperk van drie agtereenvolgende werkdade of meer te werk nie, moet by die voorlegging van 'n doktersertifikaat, vir die tydperk van werktijd deur hom verloor, siektebesoldiging betaal word bereken teen die skaal van tweederdes van sy normale weekloon, met uitsluiting van lewenskostetoelae en aansporingsbonus, of van £5 per week, watter ook al die kleinste bedrag is; met dien verstande dat geen betaling gemaak moet word vir enige tydperk van sodanige afwesigheid van werk bo 13 weke gedurende enige kalenderjaar nie.
- (b) Kostelose mediese behandeling en dienste moet deur die fonds se dokters verskaf word.
- (c) Kostelose medisyne moet op die preskripsies van die fonds se dokters verskaf word.
- (d) Kostelose tandheelkundige dienste moet deur die fonds se tandarts verskaf word; met dien verstande dat sodanige dienste beperk moet word tot ondersoek, profilakse, uittrekkings, vullings, X-strale en volledige of gedeeltelike opruiming onder algemene verdoving, en moet goudwerk en kunsgebitte uitsluit.

- (e) Free optical examination shall be performed by the fund's optician.
- (f) The cost of dentures shall be met by the fund to an extent as may be determined by the management committee from time to time; provided that such dentures are made by the fund's dentists.
- (g) The cost of spectacles shall be met by the fund to an extent as may be determined by the management committee from time to time, provided that such spectacles are supplied by the fund's opticians.

(2) Notwithstanding any provisions of sub-clause (1) of this clause—

- (a) the management committee may, if in its opinion the resources of the fund justify it, extend or increase the minimum benefits herein set out, or relax any of the qualifying conditions as set out in sub-clause (1) hereof; the said committee being entitled to exercise such discretion in respect of any individual member, or any portion of the membership, or of all the members;
- (b) members shall not receive from the fund any benefits if they have received or are entitled to receive substantially the same benefits in terms of any Government regulations.

9. LIMITATION OF BENEFITS.

(1) Medical attention and service shall not include obstetrics, major surgery, treatment for venereal diseases, X-ray treatment, mid-wifery, electrical treatment and anaesthetics; provided that treatment in the case of a miscarriage shall be included in the benefits of the fund.

(2) No sick pay shall be payable to a contributor who is unemployed.

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

(4) A member who incurs costs by consulting medical officers or other practitioners not appointed by the fund, or who has prescriptions made up which are not issued by a medical officer of the fund, shall have no claim upon the fund; provided, however, that the management committee may, in its discretion, pay part of or the entire cost so incurred.

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

(6) The fund is not responsible for payment for conveyance by ambulance to hospitals or nursing-homes or other places.

10. SPECIAL DEDUCTIONS.

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

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

11. FINANCIAL CONTROL.

(1) Payment of benefits as set out in clause 8 of this Agreement shall cease whenever the funds available to the fund fall below £250 (two hundred and fifty pounds) and shall recommence when the funds available are in excess of £1,000 (one thousand pounds).

(2) A banking account shall be opened in the name of the fund in which all moneys received by the fund shall be deposited.

(3) All payments by the fund shall be made by cheque drawn on the banking account of the fund, except for disbursements from petty cash, which shall not exceed £1 at a time. Cheques drawn for petty cash purposes shall not exceed £5 at a time.

(4) Cheques drawn on the fund's banking account shall be signed on behalf of the fund by any two of the following officials:—

The Chairman of the Council.
The two Vice-Chairmen of the Council.
The Secretary of the Fund.

(5) All moneys due to the fund shall be made payable to the fund and remitted to the secretary for deposit in the fund's banking account.

(e) Kostelose oogondersoek moet deur die fonds se oogarts uitgevoer word.

(f) Die koste van kunsgebitte moet deur die fonds gedra word in 'n mate wat van tyd tot tyd deur die bestuurskomitee vasgestel kan word; met dien verstande dat sodanige kunsgebitte deur die fonds se tandartse gemaak word.

(g) Die koste van brille moet deur die fonds gedra word in 'n mate wat van tyd tot tyd deur die bestuurskomitee vasgestel kan word; met dien verstande dat sodanige brille deur die fonds se oogarts verskaf word.

(2) Nieteenstaande enige bepalings van subklousule (1) van hierdie klousule—

(a) kan die bestuurskomitee, as die middele van die fonds dit na sy mening regverdig, die minimum bystand hierin uiteengesit uitbrei of vermeerder, of enige van die kwalifiserende voorwaardes soos in subklousule (1) hiervan uiteengesit, verslap; die genoemde komitee is geregtig om sodanige diskresie uit te oefen ten opsigte van enige individuele lid of enige gedeelte van die lede of van al die lede;

(b) lede moet nie van die fonds enige bystand ontvang nie as hulle wesenlik dieselfde bystand kragtens enige goewernementsregulasies ontvang het of geregtig is om dit te ontvang.

9. BEPERKING VAN BYSTAND.

(1) Mediese behandeling en diens moet nie verloskunde, grotere snynwerk, behandeling vir geslagsiektes, X-straalbehandeling, verloskunde, elektriese behandeling en verdooving insluit nie; met dien verstande dat behandeling in die geval van 'n miskraam in die bystand van die fonds ingesluit moet word.

(2) Geen siektebesoldiging moet betaalbaar wees aan 'n bydraer wat werkloos is nie.

(3) 'n Lid wat siek word as gevolg van of om rede van wan-gedrag, oormatige gebruik van bedwelmende drank, verslaafheid aan verdoovingsmiddels of deur sy eie agtelosigheid moet nie op enige bystand, insluitende siektebesoldiging, om rede van sodanige siekte geregtig wees nie.

(4) 'n Lid wat koste aangaan deur mediese beamptes of ander praktisyns te raadpleeg wat nie deur die fonds aangestel is nie, of wat preskripsies laat opmaak wat nie deur 'n mediese beampte van die fonds uitgereik is nie, moet geen eis aan die fonds kan stel nie; met dien verstande egter dat die bestuurskomitee na sy goeëdunke gedeelte of die hele koste aldus aangegaan kan betaal.

(5) Die fonds is nie verantwoordelik vir enige hospitaal-, verpleeginrigting- of operasiegelede nie, ook nie vir die betaling van rekenings ingedien deur praktisyns wat nie deur die fonds aangestel is nie; met dien verstande dat lede wat buite die gebied van die Johannesburgse Munisipaliteit woon geregtig moet wees om enige dokter in te roep, nie 'n spesialis nie, vir twee besoeke ten opsigte van enige enkele siekte, waarvoor die fonds hul gelede moet betaal.

(6) Die fonds is nie verantwoordelik vir betaling vir vervoer per ambulans na hospitale of verpleeginrigtings of ander plekke nie.

10. SPESIALE AFTREKKINGS.

(1) Indien enige lid van die fonds tandheelkundige en/of oogkundige dienste deur die hulp van die fonds wil verkry en van die lid vereis word om 'n betaling ten opsigte van sodanige dienste te maak, of ten volle of gedeeltelik, kan die bestuurskomitee na sy goeëdunke die aanname magtig van sodanige lid van 'n aftrek-order behoorlik deur hom geteken wat sy werkgever magtig om die betrokke bedrag van sy loon af te trek, of in een ronde som of in paaiemente.

(2) By ontvangs van 'n aftrekorder soos in (1) hierbo genoem, moet die werkgever die bedrae daarin genoem van die loon van die betrokke werknemer aftrek, en die volle bedrag aldus gedurende enige enkele maand afgetrek binne sewe (7) dae van die laaste betaaldag van daardie maand aan die sekretaris van die fonds stuur.

11. FINANSIËLE BEHEER.

(1) Betaling van bystand soos uiteengesit in klousule 8 van hierdie Ooreenkoms moet ophou wanneer die geld wat vir die fonds beskikbaar is onder £250 (tweehonderd-en-vyftig pond) daal en moet weer begin wanneer die beskikbare geld meer as £1,000 (eenduiseid pond) is.

(2) 'n Bankrekening moet in die naam van die fond geopen word waarin alle gelede deur die fonds ontvang, gestort moet word.

(3) Alle betalings deur die fonds moet per tjek plaasvind getrek op die bankrekening van die fonds, uitgesonderd vir uitbetalings uit kleinkas wat nie meer as £1 op 'n keer moet wees nie. Tjeks vir doeleindes van kleinkas getrek moet nie meer as £5 op 'n keer wees nie.

(4) Tjeks getrek op die fonds se bankrekening moet namens die fonds deur enige twee van die volgende beamptes geteken word:—

Die voorsitter van die Raad.
Die twee ondervoorsitters van die Raad.
Die sekretaris van die fonds.

(5) Alle gelede aan die fonds verskuldig moet aan die fonds betaalbaar gemaak word en vir storting in die fonds se bankrekening aan die sekretaris gestuur word.

(6) The secretary shall have power to endorse all cheques on behalf of the fund for deposit in the fund's banking account; provided that he or the management committee shall be entitled to appoint one or more alternates who shall be entitled to endorse cheques on behalf of the fund.

(7) All cheques drawn on the fund's banking account shall be made payable to "Order" and crossed where circumstances permit.

(8) An auditor or auditors shall be appointed by the management committee for the purpose of auditing the accounts of the fund at least once every year.

(9) Not later than June in each year, the auditor or auditors shall prepare or cause to be prepared a statement showing for the period ended 31st December preceding—

(a) all moneys received by the fund under the separate headings, in terms of clause 7 of this Agreement and from any other sources;

(b) the expenditure incurred under the separate headings.

(10) The auditor or auditors shall also prepare or cause to be prepared a balance sheet showing the assets and liabilities of the fund, for the period ended 31st December, preceding.

(11) The audited statement and balance sheet, together with the auditor's report thereon, shall thereafter lie for inspection at the office of the fund and copies thereof shall be transmitted to the Secretary for Labour, Pretoria.

(12) The management committee shall have power to invest any surplus funds in a registered building society or Post Office savings account or in Union Loan Certificates.

12. LIQUIDATION OR DISSOLUTION.

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

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the management committee at that time shall continue to administer the fund and the members of the committee existing at that date shall be deemed to be members thereof for such purposes; provided, however, that any vacancy occurring on the committee may be filled by the Minister from employers or employees in the trade, as the case may be, so as to ensure an equality of employer and employee representation on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the 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 purposes.

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

13. INDEMNITY.

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

14. AGENTS.

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

15. EXEMPTIONS.

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

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

(6) Die sekretaris moet die bevoegdheid hê om alle tjeks namens die fonds vir storting in die fonds se bankrekening te endorseer; met dien verstande dat hy of die bestuurskomitee geregtig moet wees om een of meer plaasvervangers aan te stel wat geregtig moet wees om tjeks namens die fonds te endorseer.

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

(8) 'n Ouditeur of ouditeurs moet deur die bestuurskomitee aangestel word vir die doel om die rekenings van die fonds minstens eenkeer elke jaar te ouditeer.

(9) In of voor Junie elke jaar moet die ouditeur of ouditeurs 'n staat opstel of laat opstel vir die tydperk geëindig die voorgaande 31ste Desember wat aantoon—

(a) alle gelde deur die fonds onder die aparte hofies ontvang kragtens klousule 7 van hierdie Ooreenkoms en van enige ander bronne;

(b) die uitgawe aangegaan onder die aparte hofies.

(10) Die ouditeur of ouditeurs moet ook 'n balansstaat opstel of laat opstel wat die bates en laste van die fonds vir die tydperk geëindig die voorgaande 31ste Desember aantoon.

(11) Die geouditeerde staat en balansstaat, tesame met die ouditeur se verslag daarvoor, moet daarna ter insae op die kantoor van die fonds lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(12) Die bestuurskomitee moet die bevoegdheid hê om enige surplus fondse in 'n geregistreerde bougenootskap of posspaar-bankrekening of in Unieleningstifikate te belê.

12. LIKWIDASIE OF ONTBINDING.

(1) Ingeval hierdie Ooreenkoms deur tydsverloop of om enige ander rede verval, moet die fonds steeds deur die komitee geadministreer word totdat sodanige fonds gelikwideer is of totdat die bates oorgedra word aan 'n fonds wat wesenlik vir dieselfde doeleindes ingestel is as dié waarvoor die oorspronklike fonds ingestel is.

(2) Ingeval die Raad ontbind of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is kragtens die Wet, moet die bestuurskomitee op daardie tyd voortgaan om die fonds te administreer en die lede van die komitee wat op daardie datum bestaan, moet vir sodanige doeleindes as lede daarvan geag word. Met dien verstande egter dat enige vakature wat in die komitee ontstaan deur die Minister van werkgewers en werknemers in die bedryf, al na die geval, gevul kan word, ten einde 'n gelykheid van werkgewer- en werknemer-verteenvoording in die komitee te verseker. Ingeval sodanige komitee onwillig is of nie in staat om sy pligte te vervul nie of 'n staking van stemme daarin voorkom wat die administrasie van die fonds onuitvoerbaar of onwenslik maak na die mening van die Minister, kan hy 'n kurator of kurators aanstel om die pligte van die komitee uit te voer en wat al die bevoegdhede van die komitee vir sodanige doeleindes moet hê.

(3) By ontbinding van die fonds ingevolge subklousule (1) hierbo, moet die gelde wat op krediet van die fonds oorbly na betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasielaste in die algemene fondse van die Raad inbetaal word en as die sake van die Raad reeds beredder is en sy bates uitgedeel, moet die balans van die fonds uitgedeel word soos bepaal by artikel vier-en-dertig (4) van die Wet asof dit deel van die algemene fondse van die Raad uitgemaak het.

13. SKADELOOSSTELLING.

Die lede van enige bestuurskomitee of van enige onderkomitee en die beaampes en werknemers van die fonds moet nie aanspreeklik wees vir die skulde en laste van die fonds nie en hulle word hierby deur die fonds skadeloos gestel teen alle verliese en uitgawes deur hulle aangegaan in die *bona fide* uitvoering van hul pligte.

14. AGENTE.

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

15. VRYSTELLING.

(1) Die Raad mag vrystelling aan of ten opsigte van enige persoon van enige van die bepalings van hierdie ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens die bepalings van subklousule (1) hierbo verleen is, die voorwaardes vasstel waaronder sodanige vrystelling toegestaan word en die tydperk waarin sodanige vrystelling van krag moet wees; met dien verstande dat die Raad, as hy dit goeddink, nadat een week se kennisgewing skriftelik aan die betrokke persoon of persone gegee is, enige vrystellingslisensie kan intrek hetsy die tydperk waarvoor die vrystelling toegestaan is verstryk het of nie.

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

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

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

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

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

16. EXHIBITION OF AGREEMENT.

Every employer shall keep a legible copy of this Agreement in both official languages in the form prescribed in the regulations under the Act, exhibited in each of his establishments, including receiving depots but excluding vehicles, in a place readily accessible to his employees.

17. ULTRA VIRES.

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

Signed at Johannesburg on behalf of the parties, this 1st day of March, 1954, by virtue of a resolution passed by the Industrial Council on the 24th day of February, 1954, in terms of section thirty-one of the Industrial Conciliation Act, 1937.

JULIUS LEWIN, *Chairman.*

C. A. HENDERSON, *Vice-Chairman.*

(MRS.) S. J. STAMELMAN, *Vice-Chairman.*

M. KAGAN, *Secretary.*

(3) Die sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig die bepalings van hierdie klousule verleen is 'n lisensie uitreik deur hom geteken aantoonende—

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes vasgestel ooreenkomstig die bepalings van subklousule (2) hiervan, waarkragtens sodanige vrystelling verleen word; en
- (d) die tydperk waarin die vrystelling van krag moet wees.

(4) Die sekretaris van die Raad moet—

- (a) alle uitgerekte lisensies in volgorde nommer;
- (b) 'n kopie bewaar van elke lisensie uitgerek; en
- (c) waar 'n vrystelling aan 'n werknemer toegestaan is, 'n kopie van die vrystellingslisensie aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings van enige vrystellingslisensie nakom wat kragtens hierdie klousule uitgerek word.

(6) Die sekretaris van die Raad moet 'n kopie van alle vrystellings kragtens hierdie klousule uitgerek, aan die Departement van Arbeid stuur.

16. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale in die vorm voorgeskryf by die regulasies kragtens die Wet, in elk van sy inrigtings vertoon hou, met inbegrip van ontvangdepots maar met uitsluiting van voertuie, in 'n plek wat maklik vir sy werknemers toeganklik is.

17. ULTRA VIRES.

Ingeval enige van die bepalings van hierdie Ooreenkoms *ultra vires* deur enige bevoegde geregshof verklaar word, moet dit beskou word dat die orige bepalings van hierdie Ooreenkoms die Ooreenkoms is en moet van krag bly vir die onverstreke tydperk van hierdie Ooreenkoms.

Namens die partye hede die 1ste dag van Maart 1954 kragtens artikel een-en-dertig van die Nywerheids-versoeningswet, 1937, in Johannesburg onderteken ingevolge 'n besluit deur die Nywerheidsraad geneem op die 24ste dag van Februarie 1954.

JULIUS LEWIN, *Voorsitter.*

C. A. HENDERSON, *Ondervoorsitter.*

MEV. S. J. STAMELMAN, *Ondervoorsitter.*

M. KAGAN, *Sekretaris.*



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INVOERDERS UITVOERDERS NYWERAARS

teken in op



"HANDEL EN NYWERHEID"

*Die maandblad
van die Departement van Handel en Nywerheid*

Hierdie tydskrif bevat o.a. 'n maandelikse ekonomiese oorsig (met statistiek) van besigheids- en nywerheidstoestande in die Unie, die jongste departementele inligting oor afsetmoontlikhede vir Unie-produkte in lande waar die Unie oorsese handelsvertegenwoordigers het, lysie van handelsnavrae, besonderhede in verband met nywerheidsbedrywighede in die Unie, die jongste aspekte van prys- en voorradebeheer, die meeste verslae (volledig) van die Raad van Handel en Nywerheid, en artikels van 'n algemene aard oor die handel en nywerheid

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