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[No. 1581.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1730.] [28 October 1966.
INDUSTRIAL CONCILIATION ACT, 1956.

LAUNDRY, CLEANING AND DYEING INDUSTRY
(NATAL).

AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Cleaning and Dyeing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (j), 23 and 24, 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 Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Durban, Pinetown and Inanda, excluding the areas falling outside a radius of 15 miles from the General Post Office, Durban; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Durban, Pinetown and Inanda, excluding the areas falling outside a radius of 15 miles from the General Post Office, Durban, and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (j), 23 and 24, shall *mutatis mutandis* be binding upon all Bantu

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1730.] [28 Oktober 1966.
WET OP NYWERHEIDSVERSOENING, 1956.

WASSERY-, DROOGSKOONMAAK- EN KLEUR-
NYWERHEID (NATAL).

OOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Wassery-, Droogskoonmaak- en Kleur-nywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (j), 23 en 24, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrikte Durban, Pinetown en Inanda, uitgesonderd die gebiede wat buite 'n straal van 15 myl van die Hoofposkantoor, Durban, af, val; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (j), 23 en 24, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat drie jaar vanaf genoemde Maandag eindig, in die landdrostdistrikte Durban, Pinetown en Inanda, uitgesonderd die gebiede wat buite 'n straal van 15 myl van die Hoofposkantoor, Durban, af, val *mutatis mutandis* bindend is vir alle Bantoes in

SCHEDULE.

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

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Natal Laundry, Cleaners' and Dyers' Association

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

Laundry, Dry-cleaning and Dyeing Employees' Union (Natal) (hereinafter called "the employees" or "the trade union"), of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Durban, Pinetown and Inanda, excluding the area falling outside a 15-mile radius from the General Post Office, Durban, by all employers who are members of the employers' organisation and engaged in the Laundry, Cleaning and Dyeing Industry and by all employees who are members of the trade union and are employed in the Industry.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall only apply in respect of employees for whom minimum wages are prescribed in Clause 4, provided that the terms of the Agreement shall not apply to managers.

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 three years or for such period as the Minister may decide.

3. DEFINITIONS.

(1) 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—

"Act" means the Industrial Conciliation Act, 1956;

"boiler attendant" means an employee engaged in firing a boiler and maintaining the water-level and steam pressure; (6)

"canvasser" means an employee who is occupied as a representative of an establishment and on behalf of or in connection with such establishment invites, solicits or canvasses orders for goods to be laundered, cleaned or dyed and may deliver goods to customers and accept payment in respect thereof; (3, 6 or 7)

"canvasser, grade A," means a canvasser who operates from a motor vehicle of not less than 1,000 lb. unladen weight; (10)

"canvasser, grade B," means a canvasser who operates from a motor vehicle of less than 1,000 lb. unladen weight; (9)

"canvasser, grade C," means a canvasser who operates from any other kind of transport or on foot; (7)

"casual employee" means an employee who is employed by the same employer for not more than three days in any week; provided that an employee who is so employed by the same employer for more than four consecutive weeks, shall not be deemed to be a casual employee;

"checker" means an employee engaged in checking articles with the customer's list or the firm's invoice and who may invoice or price such articles; (8 or 2)

"checker, qualified," in the laundry section means a checker who has had not less than one year's experience in the laundry section of the trade; (8)

"checker, unqualified," in the laundry section means a checker who has had less than one year's experience in the laundry section of the trade; (8)

"checker, qualified," in the dry-cleaning section means a checker who has had not less than six months' experience in the dry-cleaning section of the trade; (see grade II) (2)

"checker, unqualified," in the dry-cleaning section means a checker who has had less than six months' experience in the dry-cleaning section of the trade; (see grade II) (2)

"cleaner" means an employee who directs and supervises the work of employees engaged in cleaning articles by the spirit, dry-cleaning or wet-washing process in the dry-cleaning section of an establishment and who is responsible for the nature of the treatment to be employed in removing spots or stains from articles; (14)

BYLAE.

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

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en tussen die

Natal Laundry, Cleaners' and Dyers' Association

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

Laundry, Dry-cleaning and Dyeing Employees' Union (Natal)

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte Durban, Pinetown en Inanda, buiten die gebied, buite 'n straal van vyftien myl van die Hoofposkantoor, Durban, nagekom word deur alle werkgewers wat lede van die werkgewers-organisasie is en in die Wassery-, Droogskoonmaak- en Kleurbedryf betrokke is, en deur alle werknemers wat lede van die vakvereniging is, en in die bedryf werksaam is.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms van toepassing slegs op werknemers vir wie minimum lone in klousule 4 voorgeskryf word, met dien verstande dat die bepalings van die Ooreenkoms nie op bestuurders van toepassing is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid mag vasstel en bly van krag vir drie jaar of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWING.

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet.

Waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van sodanige wet; en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"ketelbediener" 'n werknemer wat 'n ketel stook en die waterpeil en stoomdruk in stand hou; (6)

"werwer" 'n werknemer wat in sy hoedanigheid as verteenwoordiger van 'n bedryfsinrigting en namens of in verband met sodanige bedryfsinrigting, bestellings vra, aanva of werf vir goedere wat gewas, gedroogskoonmaak of gekleur moet word, en wat goedere aan klante mag aflewer en betaling ten opsigte daarvan mag ontvang; (3, 6 of 7)

"werwer, graad A," 'n werwer wat vanaf 'n motorvoertuig werk waarvan die onbelaste gewig minstens 1,000 lb. is; (10)

"werwer, graad B," 'n werwer wat vanaf 'n motorvoertuig werk waarvan die onbelaste gewig minder as 1,000 lb. is; (9)

"werwer, graad C," 'n werwer wat vanaf enige ander soort vervoer of te voet werk; (7)

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer werksaam is; met dien verstande dat 'n werknemer wat aldus vir meer as vier agtereenvolgende weke by dieselfde werkgewer werksaam is, nie geag word 'n los werknemer te wees nie;

"nasiener" 'n werknemer wat artikels met die klant se lys of die firma se faktuur vergelyk en wat sodanige artikels op 'n faktuur mag inskryf of prys; (8 of 2)

"nasiener, gekwalifiseer," in die wassery-afdeling, 'n nasiener met minstens een jaar ondervinding in die wassery-afdeling van die bedryf; (8)

"nasiener, ongekwalifiseer," in die wassery-afdeling, 'n nasiener met minder as een jaar ondervinding in die wassery-afdeling van die bedryf; (8)

"nasiener, gekwalifiseer," in die droogskoonmaakafdeling, 'n nasiener met minstens ses maande ondervinding in die droogskoonmaakafdeling van die bedryf; (kyk Graad II) (2)

"nasiener, ongekwalifiseer," in die droogskoonmaakafdeling, 'n nasiener met minder as ses maande ondervinding in die droogskoonmaakafdeling van die bedryf; (kyk graad II) (2)

"skoonmaker" 'n werknemer wat leiding gee aan, en toesig hou oor die werk van werknemers wat artikels deur middel van die bensien-, droogskoonmaak of natwasproses in die droogskoonmaakafdeling van 'n bedryfsinrigting skoonmaak, en wat verantwoordelik is vir die aard van die behandeling wat toegepas word by die verwydering van kolle of vlekke uit artikels; (14)

- "clerical employee, male, qualified," means a male clerical employee who has had not less than five years' experience; (13)
- "clerical employee, male, unqualified," means a male clerical employee who has had less than five years' experience; (13)
- "clerical employee, female, qualified," means a female clerical employee who has had not less than four years' experience; (12)
- "clerical employee, female, unqualified," means a female clerical employee who has had less than four years' experience; (12)
- "collector" means an employee engaged in issuing dockets when collecting goods and/or may receive payment on delivery thereof, but who may not drive the vehicle, nor invite, solicit or canvass orders; (see grade IV) (4)
- "Council" means the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Natal);
- "depot" or "receiving depot" means any premises or portion of any premises, in which the business of receiving or collecting articles for dry-cleaning, dyeing or laundering or distributing or delivering articles which have been dry-cleaned, dyed or laundered, is carried on;
- "driver of a motor vehicle" means an employee other than a canvasser engaged in driving a motor vehicle and for the purposes of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive; (14)
- "dyer" means an employee who is or has been engaged in blending dye-stuffs, for a period of three years or more and who, being responsible for the process of dyeing and/or bleaching, decides what dyes or combinations of dye-stuffs or other chemicals are to be used to obtain the shade or colour required, and issues instructions as to the application thereof; (19)
- "establishment" means any premises in or in connection with which one or more employees are engaged in activity involved in the laundering, cleaning, or dyeing occupations, and includes a receiving depot and/or vehicle;
- "examiner" means an employee engaged in examining for faults or blemishes articles which have been laundered, cleaned or dyed after the completion of the process involved; (see grade III) (3)
- "experience" means the period or total periods of employment which an employee has had with an employer or different employers in the particular category in which he is engaged;
- "factory clerk" means an employee (other than a clerical employee) who performs one or more of the following functions (see grade I) (1):—

Entering or recording progress of work or articles through the factory.

Checking, counting or recording particulars of dockets, articles and packages.

Checking or recording times at which employees enter or leave the factory.

Recording particulars of requisitions for, or issue of, material or equipment.

Weighing and/or counting and recording quantities.

Booking out parcels and/or completing stereotyped forms, other than wage records, for costing or record purposes;

- "finishing hand in the dry-cleaning section" 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, incidental to his occupation, carry out minor adjustments to the machine which he normally operates; (see grade III) (3)

- "finishing hand in the laundry section" means an employee (other than a employee who operates with a calender or flat work ironing machine) engaged in ironing or pressing articles that have been laundered; a finishing hand who is engaged in operating a pressing machine may, incidental to his occupation, carry out minor adjustments to the machine which he normally operates; (see grade IV) (4)

- "foreman" means an employee who is in charge of all employees, other than clerical employees, in an establishment other than a receiving depot or a vehicle, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (17)

- "grade I employee" means an employee engaged as a factory clerk; (1)

- "grade II employee" means an employee engaged in one or more of the following capacities:— (2)

Checker in the dry-cleaning section of the trade;

marker and/or sorter in the dry-cleaning section of the trade;

packer in the dry-cleaning section of the trade;

spotter;

- "grade III employee" means an employee engaged in one or more of the following capacities:— (3)

- "klerk, man, gekwalifiseer," 'n manlike klerk met minstens vyf jaar ondervinding; (13)

- "klerk, man, ongekwalifiseer," 'n manlike klerk met minder as vyf jaar ondervinding; (13)

- "klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens vier jaar ondervinding; (12)

- "klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as vier jaar ondervinding; (12)

- "afhaier" 'n werknemer wat ontvangsbewyse uitreik wanneer hy goedere afhaal en/of betaling mag ontvang wanneer hy dit aflewer, maar wat nie die voertuig mag bestuur nie, en ook nie bestellings, mag vra, aanvra of werf nie (kyk graad IV) (4)

- "Raad" die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Natal);

- "depot" of "ontvangsdepot" 'n perseel of gedeelte van 'n perseel, waarin die besigheid gedryf word waarby artikels wat gedroogskoonmaak, gekleur of gewas en gestryk moet word, ontvang of afgehaal word, of waaruit artikels wat gedroogskoonmaak, gekleur, of gewas en gestryk is, gedistribueer of afgelewer word;

- "motorvoertuigbestuurder" 'n werknemer, uitgesonderd 'n werwer, wat 'n motorvoertuig bestuur en vir die toepassing van hierdie woordomsyning omvat "n motorvoertuig bestuur" alle tydperke wat daar bestuur word en alle tyd wat die bestuurder aan werk in verband met die voertuig of die vrag bestee, en alle tydperke waarin daar van hom vereis word om op sy pos te bly gereed om te bestuur; (14)

- "kleurder" 'n werknemer wat vir 'n tydperk van drie jaar of langer kleurstowwe meng of gemeng het en wat, omdat hy die verantwoordelikheid vir die kleur- en/of bleikproses dra, besluit watter kleurstowwe of samestellings van kleur stowwe of ander chemikalieë gebruik moet word om die verlangde skakering of kleur te verkry, en wat opdragte gee ten opsigte van die aanwending daarvan; (19)

- "bedryfsinrigting" 'n perseel waarin of in verband waarmee een of meer werknemers in 'n werksaamheid betrokke by die was-en-stryk-, droogskoonmaak-, of kleurberoepe werksaam is, en omvat dit 'n ontvangsdepot en/of voertuig;

- "ondersoeker" 'n werknemer wat artikels wat gewas en gestryk, gedroogskoonmaak of gekleur is, vir foute of defekte ondersoek nadat die betrokke prosesse voltooi is; (kyk graad III); (3)

- "ondervinding" die totale dienstydpark of -tydperk van 'n werknemer by 'n werkgever of verskillende werkgevers in die besondere kategorie waarin hy werksaam is;

- "fabrieksklerk" 'n werknemer (uitgesonderd 'n klerk) wat een of meer van die volgende funksies verrig:— (kyk graad I) (1).

Die vordering van die werk of wat artikels deur die fabriek maak, opskryf of daarvan aantekening hou;

Ontvangsbewyse, artikels en pakkies nagaan, tel of besonderhede in verband daarmee aanteken.

Die tye wat werknemers die fabriek binnegaan en verlaat nagaan of aanteken.

Besonderhede in verband met rekvisisies vir, of uitreiking van materiaal of uitrusting aanteken.

Hoeveelhede afweeg en/of tel en aantekening daarvan hou.

Uitgaande pakkette aanteken en/of stereotipe vorms, uitgesonderd loonstate, invul vir kosteberekenings- of rekorddoeleindes;

- "afwerker in die droogskoonmaakafdeling" 'n werknemer wat artikels na fatsoen stryk, pers of stoom nadat dit gedroogskoonmaak is; 'n afwerker wat 'n persmasjien bedien mag, benewens sy beroep, minder belangrike verstellings doen aan die masjien wat hy gewoonlik bedien; (kyk graad III) (3)

- "afwerker in die wassery-afdeling" 'n werknemer (uitgesonderd 'n werknemer wat 'n kalandermasjien of platstrykwerkmasjien bedien) wat artikels wat gewas is, stryk of pers; 'n afwerker wat 'n persmasjien bedien mag, benewens sy beroep, minder belangrike verstellings doen aan die masjien wat hy gewoonlik bedien; (kyk graad IV) (4)

- "voorman" 'n werknemer wat verantwoordelik is vir alle werknemers, uitgesonderd klerke, in 'n bedryfsinrigting, uitgesonderd 'n ontvangsdepot of 'n voertuig, wat oor sodanige werknemers beheer voer en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend vervul; (17)

- "graad I-werknemer" 'n werknemer wat as 'n fabrieksklerk werksaam is; (1)

- "graad II-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is:— (2)

Nasiener in die droogskoonmaakafdeling van die bedryf;

merker en/of sorteerder in die droogskoonmaakafdeling van die bedryf;

verpaker in die droogskoonmaakafdeling van die bedryf;

vlekuithaler;

- "graad III-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is:— (3)

"invisible mender" means an employee engaged in mending or repairing a garment or other article composed of woven or knitted material by hand or machine, using the stoating, fine-drawing or reentering processes according to the kind of tear or damage to the material, and includes the mending of silk or other hosiery by drawing through the broken threads; (11)

"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;

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

"learner dyer" means an employee who is or has been engaged for a period of less than three years in the duties defined for a "dyer"; (16)

"learner maintenance man" means an employee, other than a mechanic or learner mechanic, engaged in making minor repairs or adjustments to machinery, plant, buildings or other equipment, who has less than two years experience; (15)

"learner mechanic" means an employee who is engaged on work normally performed by a skilled tradesman or artisan who has less than three years experience; (16)

"machine operator" means an employee who operates one or more of the following machines—including any machine performing the work of two or more of such machines—in the laundry and dry-cleaning sections:—

Washers;
extractors;
tumblers;
power-driven marking machines; (see grade IV) (4)

"maintenance man" means an employee, other than a mechanic or learner mechanic engaged in making minor repairs and adjustments to machinery, plant, buildings or other equipment; (15)

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

"marker and/or sorter" means an employee engaged in marking articles for identification (other than operators of power-driven marking machines) or in sorting articles according to their identification marks;

(marker and/or sorter—laundry section—see grade III); (3)
(marker and/or sorter—dry cleaning section—see grade II); (2)

"mechanic" means an employee who is a qualified tradesman or artisan; (19)

"packer" means an employee in the dry-cleaning section of the trade engaged in assembling, wrapping and parcelling articles for despatch; (see grade II) (2)

"piece-work" means any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done irrespective of the time spent on such work;

"plain sewer" means an employee other than an invisible mender, engaged in making alterations and repairs to garments or other customers' articles; (see grade III) (3)

"receiving depot assistant" means an employee (other than a canvasser) engaged in receiving from customers articles to be laundered, cleaned or dyed and/or in re-issuing to customers such articles after processing, and includes the acceptance of money for the processing of such articles, the banking of such money and/or who is responsible for keeping the records of the depot, and who may perform the duties of an invisible mender; (11)

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

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

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

"spotter" means an employee engaged in spotting and/or the removal of stains from articles by means of solutions other than a soap or soap solution powder; (see grade II) (2)

"task-work" means any system of work under which a

"fynstopper" 'n werknemer wat 'n kledingstuk of ander atriël wat uit geweefde of gebreide materiaal gemaak is, met die hand of 'n masjien heelmaak of herstel deur gebruik te maak van die hermelyn-, fyndraad- of fynstopproses, na gelang van die aard van die skeur of beskadiging aan die materiaal, en omvat dit die heelmaak van sy- of ander kouse deur die gebreëte draad deur te trek; (11)

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

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

"Wassery-, droogskoonmaak en kleurbedryf" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigermate te beperk, die Nywerheid wat beoefen word in bedryfs-inrigtings waar artikels volgens die bestelling van klante gewas en gestryk, gedroogskoonmaak of gekleur word, en omvat dit depots en/of voertuie waar sodanige artikels ontvang word om volgens die bestelling van klante gewas en gestryk, gedroogskoonmaak of gekleur te word;

"leerlingkleurder" 'n werknemer wat vir 'n tydperk van drie jaar of korter, die pligte wat vir 'n "kleurder" omskryf word, verrig of verrig het; (16)

"leerlingonderhoudsman" 'n werknemer met minder as twee jaar ondervinding, uitgesonderd 'n werktuigkundige of 'n leerlingwerktuigkundige wat minder belangrike herstel- of verstelwerk aan masjinerie, installasie, geboue of ander toerusting doen; (15)

"leerlingwerktuigkundige" 'n werknemer met minder as drie jaar ondervinding wat die werk verrig wat gewoonlik deur 'n geskoolde vakman of ambagsman verrig word; (16)

"masjienbediener" 'n werknemer wat een of meer van die volgende masjiene bedien—met inbegrip van enige masjien wat die werk van twee of meer sodanige masjiene verrig—in die wassery- en droogskoonmaakafdeling—

wassers;
ekstraktors;
tuimelaars;
kragaaangedrewe merkmasjiene; (kyk graad IV) (4)

"onderhoudsman" 'n werknemer, uitgesonderd 'n werktuigkundige of 'n leerlingwerktuigkundige, wat minder belangrike herstel- en verstelwerk aan masjinerie, installasie, geboue of ander uitrusting doen; (15)

"bestuurder" 'n werknemer spesifiek deur sy werkgewer belas met die algehele toesig oor, verantwoordelikheid vir en bestuur van die bedrywigheid wat in of in verband met 'n bedryfs-inrigting, uitgesonderd 'n depot uitgeoefen word, maar omvat nie 'n werknemer wat gedurende die tydelike afwesigheid van 'n bestuurder as sy plaasvervanger optree nie;

"merker en/of sorteerder" 'n werknemer wat artikels vir identifikasie (uitgesonderd bedieners van kragaaangedrewe merkmasjiene) of artikels volgens hul identifikasiemerke sorteer;

(merker en/of sorteerder—wasseryafdeling—kyk graad III); (3)

(merker en/of sorteerder—droogskoonmaak afdeling—kyk Graad II); (2)

"werktuigkundige" 'n werknemer wat 'n gekwalifiseerde vakman of ambagsman is; (19)

"verpakker" 'n werknemer in die droogskoonmaakafdeling van die bedryf wat artikels vir versending bymekaar maak, toedraai en in pakkies opmaak; (kyk graad II); (2)

"stukwerk" 'n werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, bereken word slegs op die hoeveelheid werk gedaan of die werkproduksie, afgesien van die tyd wat aan sodanige werk bestee word;

"gewone naaiwerker" 'n werknemer, uitgesonderd 'n fynstopper, wat kledingstukke of ander artikels van klante verander en herstel; (kyk graad III); (3)

"ontvangsdepotassistent" 'n werknemer (uitgesonderd 'n werwer) wat artikels wat gewas en gestryk, gedroogskoonmaak of gekleur moet word, van klante ontvang en/of sodanige artikels na behandeling aan klante uitreik, en omvat dit die ontvangs van geld vir die behandeling van sodanige artikels, en die bank van sodanige geld, en/of wat daarvoor verantwoordelik is om die rekords van die depot by te hou, en wat die pligte van 'n fyn stopper mag verrig; (11)

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

"korttyd" 'n tydelike vermindering in die getal gewone werke van 'n werknemer weens 'n algemene onklaarraking van installasie of masjinerie of 'n dreigende onklaarraking van geboue, veroorsaak deur 'n ongeluk of onvoorsiene noodtoestand of bedryfslaptes of deur 'n tekort aan grondstowwe;

"vlekuithaler" 'n werknemer wat artikels vir vlekke ondersoek en/of die vlekke uithaal deur middel van oplossings, uitgesonderd seep- of seepoplossingspoeier; (kyk graad II) (2)

"taakwerk" 'n werkstelsel waarvolgens 'n minimum hoeveelheid werk wat gedoen of werkproduksie wat in 'n vasgestelde tyd gelewer moet word gestel word as voorwaarde vir die

"wage" means that portion of remuneration payable to an employee in money in respect of his ordinary hours of work prescribed in clause 6 and determined in clause 4, or such higher amount as an employer regularly pays an employee in respect of his ordinary hours of work, including any regular special payment, irrespective of its terminology, and excluding any variable incentive payment provided for in clause 11 (b);

"watchman" means an employee engaged in guarding premises or other property by day or night. (6)

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

[The number in brackets after each definition of a category of work has a corresponding number for such category in clause 4 (1) Remuneration.]

4. REMUNERATION.

(1) The minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder:—

	Unqualified. (Per Week.) R	Qualified. (Per Week.) R
1. Grade I:—		
Factory Clerk:		
For the first six months of experience.....	9.00	—
After the first six months of experience.....	—	11.00
2. Grade II:—		
Checker, Marker, Sorter, Packer, Spotter in dry cleaning section:—		
For the first six months of experience.....	8.00	—
After the first six months of experience.....	—	9.00
3. Grade III:—		
Finishing Hand in dry cleaning section, Examiner, Plain Sewer, Market/Sorter in the laundry section:—		
Unqualified in having less than six months' experience.....	7.50	—
Qualified in having more than six months' experience.....	—	8.00
4. Grade IV:—		
Finishing Hand in laundry section, Machine Operator, Collector:—		
Unqualified in having less than six months' experience.....	7.25	—
Qualified in having more than six months' experience.....	—	7.80
5. Grade V:—		
Employees not elsewhere specifically defined:—		
Under the age of 18 years.....	—	7.00
Of the age of 18 years and over.....	—	7.25
6. Watchman, Boiler Attendant.....	—	8.25
7. Canvasser, Grade C.....	—	8.50
8. Checker—laundry section:—		
For the first six months of experience.....	7.50	—
For the second six months of experience.....	8.50	—
After the first year of experience.....	—	11.00
9. Canvasser, Grade B.....	—	11.00
10. Canvasser, Grade A.....	—	15.40
11. Invisible Mender and Receiving Depot Assistant:—		
Unqualified:—		
For the first six months of experience.....	9.50	—
For the second six months of experience.....	10.50	—
For the third six months of experience.....	12.50	—
Qualified.....	—	14.00

"loon" daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkeure in klousule 6 voorgeskrif en in klousule 4 vasgestel, of dié hoër bedrag wat 'n werkgewer 'n werknemer gereeld ten opsigte van sy gewone werkeure betaal, en ook 'n gereelde spesiale betaling, afgesien van wat dit genoem word, maar nie ook 'n wisselende aansporingsbetaling waarvoor daar in artikel 11 (b) voorsiening gemaak word nie;

"wag" 'n werknemer wat persele of ander eiendom gedurende die dag of nag bewaak (kyk graad III). (3)

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms, word hy geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

[Die nommer tussen hakies na elke omskrywing van 'n werkkategorie het 'n ooreenstemmende nommer vir sodanige kategorie in artikel 4 (1) Besoldiging.]

4. BESOLDIGING.

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is soos volg:—

	Ongekwalifiseer. (Per Week.) R	Gekwalifiseer. (Per Week.) R
1. Graad I:—		
Fabrieksklerk:		
Vir die eerste ses maande ondervinding.....	9.00	—
Na die eerste ses maande ondervinding.....	—	11.00
2. Graad II:—		
Nasiener, merker, sorteerder, pakker, vlekuihtaler in die droogskoonmaakafdeling:—		
Vir die eerste ses maande ondervinding.....	8.00	—
Na die eerste ses maande ondervinding.....	—	9.00
3. Graad III:—		
Afwerker in die droogskoonmaakafdeling, ondersoeker, gewone naaiwerker, merker/sorteerder in die wasseryafdeling:—		
Ongekwalifiseer, d.w.s. met minder as ses maande ondervinding.....	7.50	—
Gekwalifiseer, d.w.s. met meer as ses maande ondervinding.....	—	8.00
4. Graad IV:—		
Afwerker in die wasseryafdeling, masjienbediener, afhaler:—		
Ongekwalifiseer, d.w.s. met minder as ses maande ondervinding.....	7.25	—
Gekwalifiseer, d.w.s. met meer as ses maande ondervinding.....	—	7.80
5. Graad V:—		
Werknemers wat nie elders spesifiek omskryf word nie:—		
Jonger as 18 jaar.....	—	7.00
18 jaar oud en ouer.....	—	7.25
6. Wag, ketelbediener.....	—	8.25
7. Werwer Graad C.....	—	8.50
8. Nasiener—wasseryafdeling:—		
Vir die eerste ses maande ondervinding.....	7.50	—
Vir die tweede ses maande ondervinding.....	8.50	—
Na die eerste jaar ondervinding.....	—	11.00
9. Werwer Graad B.....	—	11.00
10. Werwer Graad A.....	—	15.40
11. Fynstopper en ontvangsdepotassistent:—		
Ongekwalifiseer:—		
Vir die eerste ses maande ondervinding.....	9.50	—
Vir die tweede ses maande ondervinding.....	10.50	—
Vir die derde ses maande ondervinding.....	12.50	—
Gekwalifiseer.....	—	14.00

	Unqualified. (Per Week.) R	Qualified. (Per Week.) R
13. Clerical Employee Male:—		
Unqualified:—		
For the first year of experience	9.23	—
For the second year of experience	12.00	—
For the third year of experience	14.77	—
For the fourth year of experience	17.54	—
For the fifth year of experience	20.31	—
Qualified.....	—	23.10
14. Driver of a motor vehicle of which the unladen weight is—		
(a) not more than 1,000 lb.....	—	10.00
(b) more than 1,000 lb. but not exceeding 6,000 lb.....	—	14.50
(c) over 6,000 lb.....	—	16.70
15. Maintenance Man:—		
Unqualified:—		
For the first year of experience	8.00	—
For the second year of experience	11.00	—
Qualified.....	—	18.00
16. Cleaner (unqualified), Learner Dyer, Learner Mechanic:—		
For the first year of experience	15.00	—
For the second year of experience	18.00	—
For the third year of experience	21.00	—
17. Qualified Cleaner.....	—	26.00
18. Foreman.....	—	30.00
19. Qualified Dyer, Qualified Mechanic..	—	34.00

Casual Employee.—For each day or part of a day of employment: One-fifth of the wage prescribed for an employee of his class.

(2) The wages prescribed under sub-clause (1) are inclusive of cost of living allowance; provided that if the cost of living allowance in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation, is increased, the remuneration of employees shall be increased accordingly; provided further that the amount consolidated will for the purpose of the said War Measure or any substituting or superseding legislation count as cost of living allowance.

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

(b) It is also a basis of the contract of employment that employers may require employees to work overtime on any normal working day, and to work on public holidays and Sundays, and such employees shall be obliged to work such overtime, or time on public holidays and Sundays, when called upon to do so, subject, however, to the provisions of clauses 6 and 9.

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

(a) a wage higher than that of his own class; or

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

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

(i) in case referred to in paragraph (a), the rate applicable to one-sixth of such higher wage;

(ii) in the case referred to in paragraph (b) one-sixth of the wages prescribed in sub-clause (1) for an employee of his class, plus thirty per cent;

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

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

	Ongekwali- fiseer. (Per Week.) R	Gekwali- fiseer. (Per Week.) R
13. Klerk, man:—		
Ongekwali-fiseer:—		
Vir die eerste jaar ondervinding.	9.23	—
Vir die tweede jaar ondervinding	12.00	—
Vir die derde jaar ondervinding.	14.77	—
Vir die vierde jaar ondervinding.	17.54	—
Vir die vyfde jaar ondervinding.	20.31	—
Gekwalifiseer.....	—	23.10
14. Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig—		
(a) hoogstens 1,000 lb is.....	—	10.00
(b) meer as 1,000 lb maar hoogstens 6,000 lb is.....	—	14.50
(c) meer as 6,000 lb is.....	—	16.70
15. Onderhoudsman:—		
Ongekwali-fiseer:—		
Vir die eerste jaar ondervinding.	8.00	—
Vir die tweede jaar ondervinding	11.00	—
Gekwalifiseer.....	—	18.00
16. Droogskoonmaker (ongekwalifiseer), leerlingkleurder, leerlingwerktuigkundige:—		
Vir die eerste jaar ondervinding.	15.00	—
Vir die tweede jaar ondervinding	18.00	—
Vir die derde jaar ondervinding.	21.00	—
17. Gekwalifiseerde droogskoonmaker...	—	26.00
18. Voorman.....	—	30.00
19. Gekwalifiseerde kleurder, gekwalifiseerde werktuigkundige.....	—	34.00

Los werknemer.—Vir elke dag of gedeelte van 'n dag diens: Een vyfde van die loon wat vir 'n werknemer van sy klas voorgeskryf word.

(2) Die lone voorgeskryf in subklousule (1) sluit lewenskoste-toelae in, met dien verstande dat indien die lewenskostetoelae ingevolge Oorlogsmaatreef No. 43 van 1942, soos gewysig, of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, verhoog word, die besoldiging van die werknemer dienoreenkomstig verhoog moet word; met dien verstande voorts dat die gekonsolideerde bedrag vir die toepassing van genoemde Oorlogsmaatreef of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, as lewenskoste-toelae moet tel.

(3) **Kontrakbasis.**—(a) Vir die toepassing van hierdie klousule berus die dienskontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag, en, behoudens die bepalings van subklousule (4) en klousule 5 (6), moet 'n werknemer ten opsigte van elke week minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, afgesien daarvan of hy in daardie week die maksimum getal gewone werkure voorgeskryf in klousule 6 (1), of minder, gewerk het.

(b) Nog 'n grondslag waarop die dienskontrak berus, is dat werkgewers van werknemers mag vereis om op enige gewone werkdag oortyd te werk, en om op openbare vakansiedae en Sondae te werk, en sodanige werknemers moet, behoudens die bepalings van klousules 6 en 9, sodanige oortyd, of tyd op openbare vakansiedae en Sondae werk wanneer hulle gevra word om dit te doen.

(4) **Differensiële loon.**—'n Werknemer wat van 'n lid van een klas van sy werknemers vereis, of hom toelaat om vir langer as een uur altesaam op 'n dag, benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor—

(a) 'n hoër loon as die van sy eie klas; of

(b) lone teen 'n stygende skaal, wat eindig op 'n hoër loon as die van sy eie klas;

in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van die hele dag, of daardie gedeelte van die dag waarop hy sodanige werk verrig—

(i) in die geval in paragraaf (a) gemeld, een sesde van die hoër loon wat op sodanige werknemer van toepassing is;

(ii) in die geval in paragraaf (b) gemeld, een sesde van die loon in subklousule (1) vir 'n werknemer van sy klas voorgeskryf, plus dertig persent;

met dien verstande dat waar die enigste verskil tussen klasse ingevolge subklousule (1) op ondervinding, geslag of ouderdom, berus, die bepalings van hierdie subklousule nie van toepassing is nie.

(5) **Berekening van maandloon.**—Wanneer die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 5 (1) maandeliks betaal moet word, moet die bedrag van sodanige loon bereken word

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

5. PAYMENT OF REMUNERATION.

(1) *Employee, Other than a Casual Employee*.—Save as provided in sub-clauses (3), (5) and (8) of clause 7, any amount due to an employee shall be paid in money weekly, or, if the employer and employee have agreed thereto in writing, monthly, during the hours of work or within twenty minutes of ceasing work on the usual pay day of the establishment, or on termination of employment if this takes place before the usual pay day or, when an employee is on short time, before he finishes work for the week, and shall be contained in a sealed container, on or in which must be reflected, or which shall be accompanied by a statement showing the employer's name, the employee's name or paysheet number and his occupation, the number of ordinary and overtime hours worked, the remuneration due, any deductions authorised by law and the period in respect of which payment is made.

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

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

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

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

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

- (a) With the written consent of his employee a deduction for holiday, sick, insurance, provident, or pension fund;
- (b) save as provided in clause 8, when his employee absents himself from work or is absent owing to accident or ill health, a deduction proportionate to the period of such absence;
- (c) a deduction of any amount which an employer, by any statutory law or order of any competent Court is required or permitted to make;
- (d) contributions to the Industrial Council in terms of clause 21 of this Agreement;
- (e) when an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, or the Bantu Labour Regulation Act, 1911, to accept from his employer board and/or lodging, a deduction not exceeding the amounts specified hereunder:—

	Per Week.
Board	30c
Lodging	20c
Board and lodging	50c

(f) whenever the ordinary hours of work prescribed in clause 6 (1) are reduced on account of short time, a deduction in respect of each hour of such reduction of one forty-sixth or one forty-eighth (as the case may be) of the weekly wage prescribed in clause 4 (1) for an employee of his class; provided that—

- (i) such deduction shall not exceed one-third of the weekly wage of such employee, irrespective of the number of hours by which the ordinary hours of work are reduced;
- (ii) no deduction shall be made—

(a) in the case of short time arising out of temporary slackness of trade or shortage of raw materials, unless the employer has given notice to his employee on the previous working day, of his intention to work short time;

(b) in the case of short time arising out of a general break-down of plant or machinery or a threatened break-down of buildings, due to accident or other unforeseen emergency, in respect of the first hour not worked unless the employer has given his employee notice on the previous working day that

(7) *Voorbehoudsbepalings*.—Niks in hierdie Ooreenkoms moet so uitgelê word dat dit die loon verminder van 'n werknemer wat op die inwerkingtredingsdatum van hierdie Ooreenkoms 'n hoër loon ontvang as die loon wat in hierdie klousule vir hom voorgeskryf word nie, en sodanige werknemer moet steeds 'n loon betaal word, en bly geregtig op 'n loon wat nie laer is nie as sodanige hoër loon, asof sodanige hoër loon die minimum loon is wat in hierdie klousule vir hom voorgeskryf word.

5. BETALING VAN BESOLDIGING.

(1) *Werknemer, uitgesonderd 'n los werknemer*.—Behoudens die bepaling van subklousule (3), (5) en (8) van klousule 7, moet alle bedrae wat aan 'n werknemer verskuldig is weekliks, of, indien die werkgewer en die werknemer skriftelik daartoe ooreenkom, maandeliks gedurende die werkure, of binne twintig minute na uitskeityd op die gewone betaaldag van die bedryfsinrigting, of by diensbeëindiging, indien dit voor die gewone betaaldag plaasvind, of, wanneer 'n werknemer korttyd werk, vir daardie week ophou werk, in kontant aan hom betaal word, en moet dit in 'n verseëelde houer wees waarop of waarin die volgende gemeld word, of wat vergesel van 'n staat wat die volgende aantoon: Die werkgewer se naam, die werknemer se naam of betaalstaatsnommer en sy beroep, die getal gewone en oortydure gewerk, die besoldiging wat verskuldig is, enige bedrae wat kragtens wet afgetrek word en die tydperk ten opsigte waarvan die bedrag betaal word.

(2) *Los werknemer*.—'n Werkgewer moet die besoldiging wat aan sy los werknemer verskuldig is by diensbeëindiging in kontant aan hom betaal.

(3) *Premies*.—Geen bedrag mag regstreeks of onregstreeks aan 'n werkgewer betaal of deur hom ontvang word ten opsigte van die indiensneming of opleiding van 'n werknemer nie.

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

(5) *Etes en huisvesting*.—Behoudens die bepaling van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, en die Bantoe-arbeid Regelingswet, 1911, mag 'n werkgewer nie van sy werknemer vereis om van hom of van enige plek of persoon wat hy aanwys etes en/of huisvesting aan te neem nie.

(6) *Boetes en aftrekkings*.—'n Werkgewer mag sy werknemers geen boetes opleë nie, en hy mag ook geen bedrag van sy werknemers se besoldiging aftrek nie, uitgesonderd die volgende:

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siekte-, assuransië-, voorsorgs-, of pensioenfonds;
- (b) behoudens die bepaling van klousule 8, wanneer 'n werknemer weens 'n ongeluk of swak gesondheid van die werk afwesig is, 'n bedrag in verhouding met die tydperk van sodanige afwesigheid;
- (c) 'n bedrag ten opsigte van enige bedrag wat 'n werkgewer ingevolge of kragtens 'n statutêre wet of 'n bevel van 'n bevoegde hof moet of mag aftrek;
- (d) bydraes aan die Nywerheidsraad ingevolge klousule 21 van hierdie Ooreenkoms;
- (e) wanneer daar kragtens die Bantoe (Stedelike Gebiede) Konsolidasiewet, 1945, of die Bantoe-arbeid Regelingswet, 1911, van 'n werknemer vereis word, of hy daartoe instem om etes en/of huisvesting van sy werkgewer aan te neem, hoogstens die bedrae hieronder gemeld:—

	Per week.
Etes	30c
Huisvesting	20c
Etes en huisvesting	50c

(f) wanneer die gewone werkure voorgeskryf in klousule 6 (1) weens korttyd verminder word, ten opsigte van elke uur van sodanige vermindering een ses-en-veertigste of een agt-en-veertigste (na gelang van die geval) van die weekloon in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf; met dien verstande dat—

- (i) sodanige bedrag wat afgetrek word hoogstens een derde van die weekloon van sodanige werknemer mag wees, ongeag die getal ure waarmee die gewone werkure verminder word;
- (ii) geen bedrae in die volgende gevalle afgetrek mag word nie:

(a) In die geval van korttyd wat voortspruit uit 'n tydelike bedryfslapte of tekort aan grondstowwe, tensy die werkgewer die werknemer op die vorige werkdag kennis gegee het van sy voorneme om korttyd te werk;

(b) in die geval van korttyd wat voortspruit uit 'n algemene onklaarraking van installasie of masjinerie of 'n dreigende onklaarraking van geboue weens 'n ongeluk of ander onvoorsiene noodtoestand, ten opsigte van die eerste uur wat daar nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige werkdag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;

- (h) where tea (or other beverage) is provided by the employer on not less than two occasions per day, a deduction not exceeding 10 cents per week may be made from the wages of the employees receiving such tea (or similar beverage);
- (i) where soup is provided by the employer once per day, a deduction not exceeding 15 cents per week may be made from the wages of the employees receiving such soup;
- (j) with the written consent of his employee, a deduction in respect of subscriptions to the Laundry, Dry-Cleaning and Dyeing Employees Union (Natal), due in terms of the Union's constitution which shall be deducted from the wages of that employee and such deduction shall be forwarded each month to the Secretary of the Union within one week from the last pay day of each calendar month.

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

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee, other than a watchman, shall on weekdays not commence earlier than 6 a.m., and shall not terminate later than 6 p.m., and on Saturdays shall not commence earlier than 6 a.m., and shall not terminate later than 1 p.m., and further shall not exceed the following:—

- A. In the case of a canvasser, a driver of a motor vehicle or a collector—
 - (a) forty-eight in any week from Monday to Saturday inclusive;
 - (b) subject to sub-paragraph (a) hereof, ten on any day;
- B. In the case of all other employees, other than watchmen and casual employees—
 - (a) in an establishment in which a five-day week is worked—
 - (i) forty-six in any week from Monday to Friday, inclusive;
 - (ii) subject to sub-paragraph (i) hereof, 9½ hours on any day;
 - (b) in an establishment in which a six-day week is worked—
 - (i) forty-six in any week from Monday to Saturday, inclusive; and
 - (ii) subject to sub-paragraph (i) hereof, eight hours on any day; provided that whenever not more than five hours are worked on a Saturday in any week, the hours of work on Monday to Friday of such week may be extended to 8½ hours per day;

provided that when an employer changes his normal working week from a five-day week or a six-day week, as notified in the Council in terms of clause 19, he shall notify the Secretary of the Council prior to bringing the change into effect.

- C. An employer shall grant his watchman, other than a daily employee, not less than six days of rest in every six consecutive weeks of employment: provided—
 - (i) that he shall make no deduction from the watchman's wage in respect thereof;
 - (ii) that an employer may, in lieu of granting his watchman any such day of rest, pay him the wage which he would have received if he had not worked on such a day of rest plus an amount of not less than his daily wage in respect of each such day of rest not granted;
 - (iii) that, where a watchman's contract of employment terminates before he has been granted all the days of rest to which he has become entitled by virtue of this sub-clause, his employer shall pay him in respect of each such day of rest not granted an amount of not less than his daily wage;
 - (iv) that for the purpose of this sub-clause the expression "day" means a period of twenty-four consecutive hours calculated from the time the watchman normally commences duty.

(2) The ordinary hours of a casual employee in any one day shall not exceed—

- (a) 9½ hours in an establishment working a five-day week;
- (b) 8½ hours in an establishment working a six-day week.

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

- (a) if such interval be for longer than one hour, any period in excess of one hour and one-quarter shall be deemed

- (h) waar die werkgewer minstens twee maal per dag tee (of ander drankie) verskaf, 'n bedrag van hoogstens 10 sent per week van die loon van die werknemers wat sodanige tee (of soortgelyke drankie) ontvang;
- (i) waar die werkgewer een maal per dag sop verskaf, 'n bedrag van hoogstens 15 sent per week van die loon van die werknemers wat sodanige sop ontvang;
- (j) met die skriftelike toestemming van sy werknemer, 'n bedrag ten opsigte van bydraes aan die Laundry, Dry-Cleaning and Dyeing Employees Union (Natal), wat ingevolge die Vakvereniging se konstitusie verskuldig is, en wat van die loon van sodanige werknemer afgetrek moet word, en sodanige bedrag moet elke maand binne een week vanaf die laaste betaaldag van elke kalendermaand aan die Sekretaris van die Vakvereniging gestuur word.

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

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n wag, mag op weekdae nie voor 6 vm. begin nie, en nie later as 6 nm. eindig nie, en op Saterdag mag dit nie voor 6 vm. begin nie, en nie later as 1 nm. eindig nie, en mag daarbenewens ook nie meer as die volgende wees nie:—

- A. In die geval van 'n werwer, 'n bestuurder van 'n motorvoertuig of 'n afhaler—
 - (a) agt-en-veertig in 'n week vanaf Maandag tot en met Saterdag;
 - (b) behoudens subparagraaf (a) hiervan, tien op 'n dag;
- B. in die geval van alle ander werknemers, uitgesonderd 'n wag en los werknemers—
 - (a) in 'n bedryfsinrigting waarin daar vyf dae in 'n week gewerk word—
 - (i) ses-en-veertig in 'n week vanaf Maandag tot en met Vrydag;
 - (ii) behoudens subparagraaf (i) hiervan, 9½ op 'n dag;
 - (b) in 'n bedryfsinrigting waarin daar ses dae in 'n week gewerk word—
 - (i) ses-en-veertig in 'n week vanaf Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i) hiervan, agt uur op 'n dag; met dien verstande dat wanneer daar nie meer as vyf uur in 'n week op 'n Saterdag gewerk word nie, die werkure van Maandag tot Vrydag van sodanige week na 8½ uur per dag toe verleng mag word;

met dien verstande dat wanneer 'n werkgewer sy gewone werkweek van vyf dae in 'n week of ses dae in 'n week verander, hy ooreenkomstig die kennisgewing aan die Raad ingevolge klousule 19, die Sekretaris van die Raad in kennis moet stel voordat hy die verandering teweegbring.

- C. 'n Werkgewer moet sy wag, uitgesonderd 'n werknemer wat op 'n daaglikse grondslag werk, minstens ses rusdae in elke ses agtereenvolgende weke diens toestaan: Met dien verstande dat—
 - (i) hy nie ten opsigte daarvan 'n bedrag van die wag se loon mag aftrek nie;
 - (ii) 'n werkgewer, in s'de van om sy wag sodanige rusdag toe te staan, hom die loon mag betaal wat hy sou ontvang het indien hy nie op sodanige rusdag gewerk het nie, plus minstens sy dagloon ten opsigte van elke rusdag wat nie toegestaan is nie;
 - (iii) wanneer 'n wag se dienskontrak beëindig word voordat hy al die rusdae waarop hy kragtens hierdie subklousule geregtig geword het, toegestaan is, sy werkgewer hom ten opsigte van elke sodanige rusdag wat nie toegestaan is nie, minstens sy dagloon moet betaal;
 - (iv) dat die uitdrukking "dag" vir die toepassing van hierdie subklousule 'n tydperk van vier-en-twintig agtereenvolgende uur beteken, gereken vanaf die tyd wat die wag gewoonlik begin werk.

(2) Die gewone werkure van 'n los werknemer mag nie op 'n bepaalde dag meer as die volgende wees nie—

- (a) 9½ uur in 'n bedryfsinrigting waarin daar vyf dae in 'n week gewerk word;
- (b) 8½ uur in 'n bedryfsinrigting waarin daar ses dae in 'n week gewerk word.

(3) *Etenspouse.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om vir meer as vyf agtereenvolgende ure te werk nie sonder 'n pouse van minstens een uur, en gedurende sodanige uur mag daar geen werk verrig word nie, en sodanige pouse word nie geag deci van die gewone of oortydwerkure uit te maak nie; met dien verstande dat—

- (a) indien sodanige pouse langer as een uur duur, alle tydperke van langer as een en 'n kwart uur geag moet word deel te wees van die gewone of oortydwerkure. na gelang van

(4) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes at as nearly as practicable—

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

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

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

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

(7) *Limitation of Overtime.*—An employer shall not require nor permit—

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

(8) *Female Employees.*—An employer shall not require nor permit a female employee—

- (a) to work between 6 o'clock p.m., and 6 o'clock a.m.;
- (b) to work after 1 o'clock p.m., on more than five days in any week;
- (c) to work overtime for more than two hours on any day;
- (d) to work overtime on more than sixty days in any year;
- (e) to work overtime on more than three consecutive days.

(9) An employer shall not require nor permit any female employee to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

- (i) before midday given notice thereof to such employee; or
- (ii) provided such an employee with an adequate meal before the commencement of such overtime; or
- (iii) paid to such employee twenty-five cents in sufficient time to enable her to obtain a meal before the overtime is due to commence;
- (iv) any time up to fifteen minutes used for taking meals in terms of (ii) and (iii) shall be counted in the total period of overtime worked.

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

(11) *Savings.*—(a) The ordinary times of commencement and termination of work as provided in sub-clause (1) shall not apply to boiler attendants, i.e.—

- (i) in an establishment where only one boiler attendant is employed, he may commence earlier than 6 a.m.;
- (ii) in an establishment where two boiler attendants are employed, one such boiler attendant may finish later than 6 p.m.

(b) The provisions of sub-clause (4) shall not apply to boiler attendants, canvassers, canvasser's assistants, delivery hands, drivers and watchmen, and the provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee employed on work necessitated by a breakdown of plant and machinery, or unforeseen emergency, provided, however, that the employer shall notify the Secretary of the Council within three days of such breakdown or emergency.

7. ANNUAL LEAVE.

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

(b) An employer of a watchman shall grant to such employee on completion of each year of continuous service with him, three consecutive weeks' leave on full pay.

(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 had not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates or, if the employer and his employee have agreed thereto, the period within which the leave must be granted may be extended to a period of not more than six months, reckoned from the completion of the twelve months of employment to which the leave relates, and provided the period of such annual leave shall not run concurrently with any other leave to which the employee is entitled.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan so na as doenlik aan—

- (a) die middel van die eerste werktydperk gedurende die dag;
- (b) die middel van elke tweede werktydperk gedurende die dag;

indien sodanige tydperk langer as drie en 'n half uur is, en gedurende sodanige tydperk mag daar nie van die werknemer vereis of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige ruspouse word geag deel van die gewone werk-ure uit te maak.

(5) *Werkure moet aaneenlopend wees.*—Behoudens die bepalings van subklousules (3) en (4) moet alle werkure aaneenlopend wees.

(6) *Oortydwerk.*—Alle tyd wat daar gewerk word buite die tye voorgeskryf in subklousule (1) en meer as die getal ure wat ten opsigte van 'n dag of 'n week in subklousules (1) en (2) voorgeskryf word, word geag oortydwerk te wees.

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

- (a) dat sy werknemer vir langer as tien uur in 'n week oortyd werk nie;
- (b) 'n manlike werknemer wat in sy bedryfsinrigting werksaam is, vir langer as drie uur op 'n dag vanaf Maandag tot Vrydag werk nie.

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

- (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
- (b) op meer as vyf dae in 'n week na 1-uur nm. te werk nie;
- (c) langer as twee uur oortyd op 'n dag te werk nie;
- (d) meer as sestig dae in 'n jaar oortyd te werk nie;
- (e) op meer as drie agtereenvolgende dae oortyd te werk nie.

(9) 'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om na die voltooiing van haar gewone werkure vir langer as een uur op 'n dag oortyd te werk nie, tensy hy—

- (i) sodanige werknemer voor twaalfuur middag daarvan in kennis gestel het; of
- (ii) sodanige werknemer van 'n voldoende ete voorsien het voordat sy met die oortydwerk begin; of
- (iii) sodanige werknemer vyf-en-twintig sent betyds betaal het om haar in staat te stel om 'n ete te verkry voordat sy met die oortydwerk moet begin;
- (iv) en alle tyd tot en met vyftien minute wat gebruik word om ooreenkomstig (ii) en (iii) 'n ete te nuttig, word by die oortydwerktydperk getel.

(10) *Betaling vir oortydwerk.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortydwerk wat hy verrig, besoldig teen minstens een en 'n derde maal sy gewone weekloon; met dien verstande dat wanneer oortydwerk wat op 'n daaglikse grondslag bereken is, in 'n week verskil van oortydwerk wat op 'n weeklikse grondslag bereken is, die grondslag wat uitwerk op die meeste oortydwerk vir daardie week, aangeneem moet word.

(11) *Voorbehoudsbepalings.*—(a) Die gewone begintye en uit-skeitye ingevolge die bepalings van subklousule (1), is nie op ketelbedieners van toepassing nie, d.w.s.—

- (i) in 'n bedryfsinrigting waar slegs een ketelbediener werksaam is, mag hy voor 6 vm. begin;
- (ii) in 'n bedryfsinrigting waar daar twee ketelbedieners werksaam is, mag een sodanige ketelbediener tot na 6 nm. werk.

(b) Die bepalings van subklousule (4) is nie van toepassing nie op ketelbedieners, werwers, werwers se assistente, aflewerings-assistente, bestuurders en wag'e, en die bepalings van subklousules (3), (4), (5) en (7) is nie van toepassing nie op 'n werknemer wat werk verrig wat noodsaaklik gemaak word weens 'n onklaarraking van installasie of masjinerie, of 'n onvoorsiene noodtoestand, met dien verstande egter, dat die werkgewer die Sekretaris van die Raad binne drie dae van sodanige onklaarraking of noodtoestand in kennis stel.

7. JAARLIKSE VERLOF.

(1) (a) By voltooiing van elke jaar ononderbroke diens by hom, moet elke werkgewer aan elke werknemer, uitgesonderd 'n wag, twee agtereenvolgende weke verlof met volle betaling verleen.

(b) 'n Wag se werkgewer moet hom by voltooiing van elke jaar ononderbroke diens by hom drie agtereenvolgende weke verlof met volle betaling verleen.

(2) Die verlof waarop 'n werknemer ingevolge subklousule (1) hiervan geregtig is, moet verleen word op 'n tydstop wat die werk-gewer bepaal; met dien verstande dat indien sodanige verlof nie eerder toegestaan is nie, dit binne twee maande na die voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word of, indien die werkgewer en sy werknemer daartoe ooreen-gekom het, mag die tydperk waarin die verlof verleen moet word, na hoogstens ses maande verleng word, bereken vanaf die vol-tooiing van die twaalf maande diens waarop die verlof betrekking het, en met dien verstande dat sodanige jaarlikse verloftydperk

(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) 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.

(6) If any public holiday which is a paid public holiday in terms of clause 9 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) An employer may deduct from such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the 12 months of employment to which the period or annual leave relates.

(8) 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 services, as the case may be and shall be paid in a separate envelope showing the dates of service and the number of months in respect of such holiday pay, and the amount being paid, and the employer shall obtain a receipt (which shall be kept as part of his records) from the employee for the amount so paid.

(9) For the purpose of this clause, the expression "employment" shall be deemed to include any period or periods, amounting in the aggregate to not more than 10 weeks in any year, 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) absent with the consent of his employer or on sick leave or by reason of a confinement;

plus up to four months of any period of peace-time training undergone in any year in terms of the Defence Act, 1957, as amended.

(10) 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 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 paid by the previous employer.

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

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

(12) An employer shall give not less than 7 (seven) days' notice of the date on which annual leave will commence, subject to a lesser period of notice being acceptable by the employee. The employer shall display a list of the names of employees who will take leave 7 (seven) days before the due date.

8. SICK LEAVE.

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

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

(4) Die betaling ten opsigte van jaarlikse verlof wat ingevolge hierdie klousule verskuldig is, word bereken op die grondslag van die loon wat die werknemer ontvang het, of geregtig was om te ontvang onmiddellik voor die datum waarop hierdie verlof verskuldig geword het, of voor sy diens beëindig word, na gelang van die geval.

(5) 'n Werknemer wat 'n jaar diens voltooi het, maar wie se diens beëindig word voordat die jaarlikse verlof verleen is, moet, by sodanige beëindiging, in plaas van sodanige verlof, betaling ten opsigte van verlof ontvang wat bereken word ooreenkomstig die bepalinge van subklousule (1), (3) en (4) hiervan.

(6) Indien 'n openbare vakansiedag wat ingevolge klousule 9 hiervan 'n openbare vakansiedag met betaling is, binne die jaarlikse verloftydperk val wat ooreenkomstig subklousule (1) hiervan verleen word, moet een dag met volle betaling ten opsigte van elke sodanige vakansiedag by die verloftydperk aldus verleen, bygevoeg word.

(7) 'n Werkgewer mag van sodanige verloftydperk alle dae geleentheidsverlof aftrek wat gedurende die twaalf maande diens waarop die jaarlikse verlof betrekking het, met volle betaling op sy werknemer se skriftelike versoek aan hom toegestaan is.

(8) Die jaarlikse verlofbetaling wat ingevolge subklousule (1) hiervan verskuldig is, moet voor of op die betrokke werknemer se laaste werkdag voor die aanvang van sy jaarlikse verlof, of by diensbeëindiging, na gelang van die geval, aan hom betaal word en moet 'n afsonderlike koevert betaal word wat die diensdatums en die getal maande ten opsigte waarvan sodanige vakansiebetaling betaal word, en die bedrag wat betaal word, aantoon, en die werkgewer moet 'n kwitansie (wat hy as deel van sy rekords moet bewaar) ten opsigte van die bedrag aldus betaal, van die werknemer verkry.

(9) Vir die toepassing van hierdie klousule, word die uitdrukking „diens” geag enige tydperk of tydperke in te sluit wat altesaam hoogstens 10 weke in 'n jaar bedra, waarin 'n werknemer—

- (a) ingevolge subklousule (1) hiervan met verlof afwesig is;
- (b) op las of op versoek van sy werkgewer van die werk afwesig is;
- (c) met die toestemming van sy werkgewer afwesig is of met siekteverlof of vir 'n bevalling afwesig is;

plus tot hoogstens vier maande van 'n tydperk van vredesopleiding wat hy ingevolge die Verdedigingswet, 1957, soos gewysig, ondergaan.

(10) Vir die toepassing van hierdie klousule word dienstydyperke in dieselfde bedryfsinrigting geag aaneenlopend te wees, afgesien daarvan of dit van eienaar mag wissel. Die nuwe werkgewer is verantwoordelik daarvoor dat—

- (i) jaarlikse verlof wat verskuldig mag wees, maar wat nie toegestaan is voordat hy met sy werksaamhede begin het nie, toegestaan word;
- (ii) jaarlikse verlof wat verskuldig mag word nadat hy met sy werksaamhede begin het, maar wat gedeeltelik opgeloopt het voordat hy daarmee begin het, toegestaan word;
- (iii) verlofbetaling *pro rata* betaal word in geval van die diensbeëindiging van 'n werknemer;

en die dienstydyperk ten opsigte waarvan verlofbetaling opgeloopt het, sluit alle dienstydyperke in ten opsigte waarvan geen jaarlikse verlof toegestaan is nie, of ten opsigte waarvan die vorige werkgewer geen bedrag ten opsigte van verlof betaal het nie.

(11) Elke werkgewer moet 'n rekordstelsel waarin daar ten opsigte van die jaarlikse verlof van elke persoon in sy diens die volgende besonderhede aangetoon word, instel en op datum hou:—

- (a) Naam en werknommer van werknemer.....
- (b) indiensienningsdatum.....
- (c) laaste jaarlikse verlofdatum, nl. vanaf.....tot.....
- (d) getal dae addisionele verlof in plaas van openbare vakansiedae wat in sodanige jaarlikse verloftydperk val.....

(12) 'n Werkgewer moet minstens 7 (sewe) dae kennis gee van die datum waarop jaarlikse verlof sal begin, maar die kennisgewingstydperk mag korter wees, mits dit vir die werknemer aanvaarbaar is. Die werkgewer moet 'n lys van die name van werknemers wat verlof gaan neem 7 (sewe) dae voor die datum waarop dit verskuldig word, ten toon stel.

8. SIEKTEVERLOF.

(1) 'n Werkgewer moet die volgende toestaan aan sy werknemer wat een maand ononderbroke diens by hom voltooi het, en wat van die werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is—

- (a) in die geval van 'n werknemer wat ses dae in 'n week

of the weekly wage which he was receiving immediately before the commencement of such leave; provided—

- (a) that the employee notifies his employer within three days of the commencement of each period of such leave the reason for his absence and furnishes to the employer within seven days of the commencement of such period of leave, a certificate signed by a registered medical practitioner confirming the nature and duration of the employee's incapacity, and failure to furnish such certificate shall entitle the employer to withhold payment in respect of such period of absence;
- (b) provided further that, where there exists in an establishment by virtue of an agreement between the employer and his employees or between an employer and a duly registered trade union, a sick benefit or provident fund to which the employer contributes, in respect of each of his employees an amount not less than the amount payable by each such employee and out of which fund an employee is, in the case of absence from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence, the terms of this clause shall not apply.
- (2) For the purpose of this clause the expression "employment" shall have the same meaning as in clause 7 (9).
- (3) On the coming into force of the Sick Benefit Fund Agreement, this clause 8 shall not apply, but if, at any time, the Sick Benefit Fund Agreement ceases to operate, this clause 8 shall automatically become enforceable.

9. PUBLIC HOLIDAYS AND SUNDAYS.

- (1) *Public Holidays.*—(a) Every employer shall grant to each of his employees, other than casual employees, New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day as paid holidays, and in addition, shall grant employees employed in or in connection with a receiving depot, all other public holidays as paid holidays, 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 holiday falls. In the event of any public holiday referred to above falling on a Saturday, an employee who in accordance with clause 6 (1) (B) (a) works a five-day week, shall not in respect of such Saturday be entitled to any payment by virtue of this sub-clause.
- (b) The payment referred to in sub-clauses (1) and (2) hereof shall be made on the first pay day after the occurrence of each paid holiday or on termination of employment of any employee if that should occur before the pay-day concerned.
- (c) In the event of any employee working on any paid public holiday the following shall apply:—
 - (i) 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;
 - (ii) 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) *Sundays.*—For any time worked on a Sunday, the employer shall either—
 - (a) pay to the employee—
 - (i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday; or
 - (ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater; or
 - (b) pay the employee concerned at the rate of not less than one and a third 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;

provided, however, that no work may be performed on Sundays without prior notification to the Secretary or Agent of the Council.

- (3) In the event of an employee being required to work on a Sunday or a public holiday, written notice thereof shall be given to him on the previous day, and in the event of his reporting for duty but not being employed on such day, he shall be paid not less than four hours at ordinary rates of remuneration.

van die weekloon wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het; met dien verstande

- (a) dat die werknemer sy werkgever binne drie dae na die aanvang van elke sodanige verloftydperk in kennis stel van die rede waarom hy afwesig is en binne sewe dae na die aanvang van sodanige verloftydperk 'n sertifikaat aan die werkgever voorlê wat deur 'n geregistreerde mediese praktisin onteken is en die aard en duur van die werknemer se ongeskiktheid bevestig, en indien die werknemer in gebreke bly om sodanige sertifikaat voor te lê, maak die werkgever daarop geregtig om ten opsigte van sodanige afwesigheids tydperk betaling te weerhou;
- (b) voorts met dien verstande dat, waar daar in 'n bedryfsinrigting kragtens 'n ooreenkoms tussen die werkgever en sy werknemers of tussen 'n werkgever en 'n behoorlik geregistreerde vakvereniging, 'n siektebystand- of -voorsorgsfonds bestaan waartoe die werkgever ten opsigte van elkeen van sy werknemers, minstens 'n bedrag bydra wat gelyk is aan die bedrag wat elke sodanige werknemer moet betaal, en as 'n werknemer daarop geregtig is om uit sodanige fonds, ingeval hy weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk ten opsigte waarvan vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is) uit die werk afwesig is, altesaam in 'n bepaalde jaar minstens 'n bedrag wat gelyk is aan sy volle loon vir twee weke ten opsigte van sodanige afwesigheid te ontvang, die bepaling van hierdie klousule nie van toepassing is nie.
- (2) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as in klousule 7 (9).
- (3) Wanneer die Siektebystandsfondsooreenkoms in werking tree, geld klousule 8 nie meer nie, maar indien die Siektebystandsfonds te eniger tyd nie langer geldig is nie, word klousule 8 outomaties van krag.

9. OPENBARE VAKANSIEDAE EN SONDAE.

- (1) *Openbare vakansiedae.*—(a) Elke werkgever moet aan elkeen van sy werknemers, uitgesonderd los werknemers, Nuwejaarsdag, Goie Vrydag, Hemelvaartdag, Geloftedag en Kersdag as vakansiedae met betaling toestaan, en daarbenewens moet hy aan werknemers wat in of in verband met 'n ontvangsdepot werksaam is, alle ander openbare vakansiedae as vakansiedae met betaling toestaan, en elke werknemer is daarop geregtig om ten opsigte van elke sodanige dag die dagloon te ontvang wat hy ontvang het, of wat hy geregtig was om te ontvang, in die tydperk waarin sodanige vakansiedag met betaling voorkom. Ingeval enigeen van bogemelde openbare vakansiedae op 'n Saterdag val, is 'n werknemer wat ooreenkomstig klousule 6 (1) (B) (a) vyf dae in 'n week werk, nie ten opsigte van sodanige Saterdag op 'n betaling kragtens hierdie subklousule geregtig nie.
- (b) Die bedrag in subklousule (1) en (2) hiervan gemeld, moet betaal word op die eerste betaaldag na elke vakansiedag met betaling, of by 'n werknemer se diensbeëindiging, indien dit voor die betrokke betaaldag sou plaasvind.
- (c) Ingeval 'n werknemer op 'n openbare vakansiedag met betaling werk, geld die volgende:—
 - (i) 'n Werknemer, uitgesonderd 'n los werknemer, moet benewens die betaling waarvan daar in subklousule (1) hiervan melding gemaak word, ten opsigte van die tyd gewerk minstens sy gewone loon vir sodanige tydperk betaal word;
 - (ii) 'n los werknemer moet minstens die volle dagloon waarop hy geregtig was, betaal word, en hy moet daarbenewens minstens sy volle uurloon betaal word vir elke uur of gedeelte van 'n uur aldus gewerk.
- (2) *Sondae.*—Vir tyd op 'n Sondag gewerk, moet 'n werkgever of—
 - (a) die werknemer—
 - (i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die gewone besoldiging betaal wat ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaalbaar is; of
 - (ii) indien hy aldus vir 'n tydperk van langer as vier uur werk, minstens dubbel die gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk, of minstens dubbel die gewone besoldiging wat ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaalbaar is, naamlik die grootste bedrag; of
 - (b) die btrokke werknemer minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het en hom binne sewe dae daarna een dag vakansie toestaan en hom ten opsigte daarvan minstens sy dagloon betaal;

met dien verstande egter dat daar geen werk op Sondae verrig mag word nie, sonder om die Sekretaris of Agent van die Raad vooraf daarvan in kennis te stel.

- (3) Ingeval daar van 'n werknemer vereis word om op 'n Sondag of 'n openbare vakansiedag te werk, moet hy op die vorige dag skriftelik daarvan in kennis gestel word, en ingeval hy hom vir werk aanmeld, en daar op sodanige dag nie aan hom werk verskaf word nie, moet hy ten opsigte van minstens vier uur teen die

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

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

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

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

11. PROHIBITION OF PIECE-WORK OR TASK-WORK.

An employer shall not permit his employee to perform nor shall an employee perform piece-work or task-work, excepting under the provisions of a wage incentive scheme as provided hereunder:—

(a) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clause 4, an employer may base an employee's remuneration on the quantity or output of work done, provided that no such system of remuneration shall be permissible except in the form of an incentive scheme the terms of which have been agreed upon as set out in clauses (b) and (c) hereunder.

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

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

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

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

13. UNIFORMS 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.

14. CERTIFICATES OF SERVICE.

An employer shall upon termination of employment of an employee, other than a casual employee, furnish such employee with a Certificate of Service, showing the full names of the employer and employee, classification on engagement, date started work, wage on engagement, date of termination, wage on termination, classification on termination and signature of employer. A copy of each Certificate of Service furnished by an employer, shall be retained by him.

15. LOG BOOKS.

(1) Except in those establishments where times of commencing and finishing work of canvassers, drivers of motor vehicles and those collectors working with them, are recorded mechanically, an employer shall provide a log book with duplicate folios for the use of each of those employees as nearly as practicable in the following form:—

DAILY LOG.

Name of employer.....
 Name of employee.....
 Time of starting work.....a.m./p.m.
 Time of finishing work.....a.m./p.m.
 Number of ordinary hours worked.....
 Number of overtime hours worked.....
 Meal hours from.....a.m./p.m. to.....a.m./p.m.

(2) 'n Werkgewer moet 'n gekwalifiseerde skoonmaker in diens hê voordat hy 'n vlekuihalter in diens neem, en hy moet minstens een gekwalifiseerde skoonmaker in diens hê vir elke vier of gedeelte van vier vlekuihalers wat hy in diens het.

(3) Vir die toepassing van hierdie klousule word 'n werkgewer of bestuurder of voorman wat uitsluitlik of hoofsaaklik die pligte van 'n skoonmaker of 'n klerk in sy bedryfsinrigting verrig, geag 'n gekwalifiseerde skoonmaker of gekwalifiseerde klerk, na gelang van die geval, te wees.

(4) 'n Ongekwalfiseerde klerk, fynstopper, skoonmaker, ontvangsdepotassistent of nasiener wat minstens die loon ontvang wat onderskeidelik vir 'n gekwalifiseerde klerk, fynstopper, skoonmaker, ontvangsdepotassistent of nasiener in klousule 4 (1) voorgeskryf word, word geag 'n gekwalifiseerde klerk, fynstopper, skoonmaker, ontvangsdepotassistent of nasiener, na gelang van die geval, te wees.

(5) Hierdie klousule is op elke bedryfsinrigting afsonderlik van toepassing.

11. VERBOD OP STUKWERK OF TAAKWERK.

'n Werkgewer mag nie sy werknemer toelaat om stukwerk of taakwerk te verrig nie, en 'n werknemer mag ook nie sodanige werk verrig nie, tensy die bepalings van 'n loonaansporingskema, soos hieronder vasgestel, geld:—

(a) Behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy ingevolge klousule 4 geregtig is, mag 'n werkgewer 'n werknemer se besoldiging grond op die hoeveelheid werk verrig of die werkproduksie, met dien verstande dat geen sodanige besoldigingstelsel toelaatbaar is nie, buiten in die vorm van 'n aansporingskema oor die bepalings waarvan daar ooreenkomstig is soos in klousules (b) en (c) hieronder vasgestel.

(b) 'n Werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers in die lewe roep wat na oorleg met die vakvereniging wat 'n party is by hierdie Ooreenkoms en wie se lede hierby betrokke is, oor die voorwaardes van sodanige skema mag ooreenkom.

(c) Die bepalings van sodanige aansporingskema en alle latere wysigings daarvan waarvoor die komitee mag ooreengekom het, moet skriftelik opgestel word en deur die lede van die komitee onderteken word, en mag, nie deur die Komitee gewysig of deur enigen van die partye beëindig word nie tensy die party wat die Ooreenkoms wil wysig of beëindig, die ander party skriftelik die kennis gegee het waarvoor die partye mag ooreenkom wanneer sodanige Ooreenkoms aangegaan word.

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

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

13. UNIFORMS EN BESKERMENDE KLERE.

Elke werkgewer moet alle oorpakke en/of beskermende kleren wat hy van sy werknemers vereis om te dra, of wat daar ingevolge 'n wet of regulasie van hom vereis word om aan sy werknemers te verskaf, gratis verskaf en 'n goeie toestand hou.

14. DIENSSERTIFIKATE.

Wanneer die diens van 'n werknemer, uitgesonderd 'n los werknemer, beëindig word, moet 'n werkgewer aan sodanige werknemer 'n dienssertifikaat verskaf waarop die volle name van die werkgewer en werknemer, indeling by indiensname, werkaanvangsdatum, loon by indiensname, beëindigingsdatum, loon by beëindiging, indeling by diensbeëindiging en handtekening van die werkgewer aangedui word. 'n Werkgewer moet 'n afskrif hou van elke dienssertifikaat wat hy uitreik.

15. LOGBOEKE.

(1) Uitgesonderd in dié bedryfsinrigtings waar die aanvangs- en uitskeiye van werwers, bestuurders van motorvoertuie en die afhalers wat saam met hulle werk, meganiese aangetekene word, moet 'n werkgewer 'n logboek met duplikaatfolio's, so na as moontlik in die volgende vorm, vir gebruik deur elkeen van sodanige werknemers verskaf:—

DAAGLIKSE LOG.

Werkgewer se naam.....
 Werknemer se naam.....
 Werkaanvangstyd.....vm./nm.
 Uitskeiye.....vm./nm.
 Getal gewone ure gewerk.....
 Getal oortydure gewerk.....
 Etenstyd van.....vm./nm.....vm./nm.
 Onklaarrakings, ongelukke en/of ander vertragsins.....
 Datum.....19.....

the daily log in duplicate as nearly as practicable in the form prescribed, in respect of each day's work, and shall within twenty-four hours of the completion of the day's work to which it relates deliver a duplicate copy thereof to his employer, and the employer shall be responsible for ensuring that such duplicate copies are received by him.

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

16. TERMINATION OF SERVICE.

(1) Notice of termination of service shall be given on the prescribed form, and not less than one week's notice in writing in the case of weekly paid employees nor less than two weeks' notice in writing in the case of monthly paid employees to take effect from the date such notice is given, shall be given by an employer or employee of intention to terminate a contract of service, and a copy thereof, signed by both parties shall be retained for record purposes; provided that this shall not affect—

- (a) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient, in which event, the secretary must be notified forthwith;
- (b) 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 two weeks, as the case may be, in which case such longer period of notice shall be given;
- (c) the right of an employer to pay an employee his full wage 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;
- (d) 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, one working day's 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 who has been 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, subject to the provisions of sub-clause (1) (a) of this clause.

(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) (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 two weeks' 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 of forfeiture in lieu of notice shall be equal to the wage relative to the period of notice agreed upon.

(4) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-clauses (2) and (3) thereof, 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 (3) of clause 7 of this Agreement shall also be regarded as a benefit in the process of accrual.

(5) No period of notice shall run concurrently with, nor shall notice be given during the employee's absence on annual leave in terms of clause 7, nor whilst he is on sick leave in terms of clause 8, nor whilst he is undergoing peacetime military training under the Defence Act of 1957.

(6) An employer shall obtain a receipt from an employee on payment being made of all amounts due to him in terms of this Agreement, on the termination of his services and such receipt shall be retained by the employer as part of his records.

17. ATTENDANCE AND WAGE RECORDS.

(1) Every employer having 10 or more employees shall

hou word om dit te doen, en hy moet binne vier-en-twintig uur na voltooiing van die dag se werk waarop dit betrekking het, 'n duplikaatkopie daarvan by sy werkgever indien, en die werkgever is verantwoordelik daarvoor om te verseker dat hy sodanige duplikaatkopieë ontvang.

(3) Elke werkgever moet die duplikaatkopie van die daaglikse log vir 'n tydperk van drie jaar na die datum waarop dit ingevul is, bewaar.

16. DIENSBEÏNDIGING.

(1) 'n Werkgever of werknemer wat van voorneme is om 'n dienskontrak te beëindig, moet minstens een week skriftelik kennis gee in die geval van werknemers wat weekliks betaal word en minstens twee weke skriftelike kennis in die geval van werknemers wat maandeliks betaal word, en sodanige kennis is van krag vanaf die datum waarop dit gegee word. Die kennis van diensbeëindiging moet op die voorgeskrewe vorm gegee word en 'n kopie daarvan, wat deur beide partye onderteken is, moet vir rekorddoeleindes gehou word, met dien verstande dat dit nie die volgende raak nie:—

- (a) Die reg van 'n werkgever of werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig, en in dié geval moet die Sekretaris sonder versuim daarvan in kennis gestel word;
- (b) 'n ooreenkoms tussen die werkgever en werknemer wat voorsiening maak vir 'n kennisgewingstydperk wat vir albei partye ewe lank is, maar langer is as een week of twee weke, na gelang van die geval, en in dié geval moet daar sodanige langer tydperk kennis gegee word;
- (c) die reg van 'n werkgever om 'n werknemer sy volle loon te betaal vir en in plaas van die kennisgewingstydperk in subklousule (1) hiervan voorgeskryf, of waaroor daar ingevolge paragraaf (b) hierbo ooreengekom is;
- (d) die reg van 'n werknemer wat vir 'n tydperk van minstens een week korttyd moet werk, om sy diens te beëindig sonder om kennis te gee;

met dien verstande dat in die geval van 'n werknemer wat vir minder as twee agtereenvolgende weke by sy werkgever werk-saam is, een werkdag kennis gegee mag word om sy dienskontrak te beëindig, en sodanige kennisgewing is van krag vanaf die tyd-stip waarop dit gegee word.

(2) (a) 'n Werknemer wat gedurende 'n opseggingstermyn ingevolge hierdie Ooreenkoms ontslaan, of geskors word, of wat daartydens korttyd moet werk, moet ten opsigte van sodanige opseggingstermyn volle betaling ontvang, behoudens die bepaling van subklousule (1) (a) van hierdie klousule.

(b) 'n Werknemer wat gedurende 'n opseggingstermyn dros, verbeur aan sy werkgever 'n bedrag wat gelyk is aan die loon wat hy gewoonlik vir die onverstreke opseggingstermyn sou ontvang het.

(3) (a) In die geval van 'n werkgever of werknemer wat in gebreke bly om die voorgeskrewe kennis te gee, betaal of verbeur hy, na gelang van die geval—

- (i) in die geval van 'n werknemer wat weekliks betaal word, 'n bedrag wat gelyk is aan die loon vir een week;
- (ii) in die geval van 'n werknemer wat maandeliks betaal word, 'n bedrag wat gelyk is aan die loon vir twee weke;
- (iii) in die geval van 'n werknemer wat minder as twee weke diens voltooi het, 'n bedrag wat gelyk is aan die loon vir een dag.

(b) Wanneer daar 'n ooreenkoms ingevolge subklousule (1) (b) hiervan aangegaan word, moet die betaling of verbeuring in plaas van kennisgewing gelyk wees aan die loon ten opsigte van die opseggingstermyn waaroor daar ooreengekom is.

(4) Ondanks andersluidende bepaling in hierdie Ooreenkoms, indien die geld wat 'n werkgever aan loon verskuldig is, onvoldoende is om die volle bedrag aan verbeuring in subklousule (2) en (3) hiervan gemeld, te dek, is die werkgever daarop geregtig om sodanige bedrag uit te hou uit ander voordele (indien daar is) wat ten tyde van die beëindiging van sy dienskontrak besig was om vir sodanige werknemer op te loop.

Vir die toepassing van hierdie subklousule moet 'n betaling wat ingevolge subklousule (3) van klousule 7 van hierdie Ooreenkoms aan 'n werknemer verskuldig is, ook geag word 'n voordeel te wees wat besig is om op te loop.

(5) 'n Opseggingstermyn mag nie saamval nie met, en kennis mag ook nie gegee word nie gedurende 'n werknemer se afwesigheid met jaarlikse verlof kragtens klousule 7, of terwyl hy ingevolge klousule 8 met siekteverlof is, of terwyl hy ingevolge die Verdedigingswet van 1957 vredeopleiding ondergaan.

(6) 'n Werkgever moet 'n kwitansie van 'n werknemer verkry wanneer hy die bedrae wat ingevolge hierdie Ooreenkoms aan hom verskuldig is, by diensbeëindiging aan hom betaal, en die werkgever moet sodanige kwitansie as deel van sy rekords bewaar.

17. BYWONINGS- EN LOONREGISTERS.

(1) Elke werkgever wat 10 of meer werknemers het, moet 'n tydlok verskaf of semi-automatiese tydrekordstelsel invoer wat

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

(4) Every employer shall at all times keep, in respect of all persons employed by him, in the form prescribed by section fifty-seven of the Act, records of the remuneration paid, of the time worked as shown in attendance registers, and/or on the time clock cards required in terms of sub-clause (1) of this clause, and/or the log book records, as required in terms of sub-clause 15 (1), and/or any other particulars as may be prescribed by regulation.

(5) The records required in terms of sub-clause (4) shall at all times be kept on the premises of the employer.

18. CONTROL OF VEHICLES.

(1) All vehicles used for the purpose of canvassing, collection and delivery of articles to be, or which have been laundered, dry-cleaned or dyed, shall be trade vehicles and shall have the full name and address of the establishment wherein such articles are laundered, dry-cleaned or dyed, prominently displayed thereon.

(2) No vehicles referred to in sub-clause (1) shall be permitted to operate on Sundays.

19. REGISTRATION OF EMPLOYERS.

(1) Every employer shall, within one month from the date on which this Agreement comes into operation, and every employer entering the Laundry, Dry-cleaning and Dyeing Trade after that date shall, within one month from the date of commencing operations by him, forward to the Secretary of the Council the following particulars on a form to be obtained from the Council:—

His full name;
title of his business and all trade names under which business operates;
address of head office or where main business is conducted;
date of commencement of business;
nature of licences held in respect of each premises where business is conducted;
whether operating on a five- or six-day week;
hours of commencement and finishing normal day's work;
number of employees;
addresses of depots and separate names, if any, under which they are operated;
the full names, business and residential address and trade names of all agents or independent contractors who are customers of or agents to such employer.

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

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

- The full names of the directors, the full name of the person in actual control of each branch of the business;
- address of the registered offices of the company;
- the full name of the secretary, if any, 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 (except in respect of the number of employees, and a change from a five- or six-day week), forward to the Secretary of the Council a notification of any change within fourteen days of the date upon which such change took effect.

20. EXEMPTIONS.

(1) The Council may, subject to the provisions of section fifty-one (3) of the Act, grant to or in respect of any person, exemption from all or 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) of this clause, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any

(3) Elke werknemer van wie daar in subklousule (2) melding gemaak word, uitgesonderd werwers, bestuurders van motorvoertuie en afhalers wat hulle vergesel, moet daaglik die vereiste besonderhede in verband met sy bywoning in die register aanteken, en die register teken. Ingeval 'n werknemer nie in staat is om dit te doen nie, moet die werkgever die besonderhede inskryf en die register teken.

(4) Elke werkgever moet te alle tye ten opsigte van almal wat by hom werk, in die vorm voorgeskryf by artikel sewe-en-veertig van die Wet, rekord byhou van die besoldiging wat betaal word, die tyd gewerk, soos aangetoon in die bywoningsregisters, en/of op die tydsklokkarte wat ingevolge subklousule (1) van hierdie klousule vereis word, en/of in die logboekrekords wat ingevolge subklousule 15 (1) vereis word, en/of van enige ander besonderhede wat by regulasie voorgeskryf word.

(5) Die rekords wat ingevolge subklousule (4) vereis word, moet te alle tye op die perseel van die werkgever bewaar word.

18. BEHEER OOR VOERTUIE.

(1) Alle voertuie wat gebruik word om artikels wat gewas en gestryk, gedroogskoonmaak of gekleur moet word of is, te werf, af te haal en af te lewer, is bedryfsvoertuie en die volle naam en adres van die bedryfsinrigting waarin sodanige artikels gewas en gestryk, gedroogskoonmaak of gekleur word, moet opvallend daarop tentoongestel word.

(2) Geen voertuie waarvan daar in subklousule (1) melding gemaak word, word toegelaat om op Sondag te werk nie.

19. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgever moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgever wat na daardie datum tot die Wassery-, Droogskoonmaak- en Kleurbedryf toetree, moet binne een maand na die datum waarop hy met sy werksaamhede begin, die volgende besonderhede op 'n vorm wat van die Raad verkry moet word, aan die Sekretaris van die Raad stuur:—

Sy volle naam;
die naam van sy besigheid en alle handelsname waaronder die besigheid gedryf word;
adres van die hoofkantoor, of waar die vernaamste besigheid gedryf word;
datum waarop daar met die besigheid begin is;
aard van die lisensies wat daar ten opsigte van elke perseel waar die besigheid gedryf word, gehou word;
of daar vyf of ses dae in 'n week gewerk word;
begin- en uitskeiye van gewone werkdade;
getal werknemers;
adresse van depots en afsonderlike name, indien daar is, waaronder hulle besigheid dryf;
die volle name, besigheids- en woonadres en handelsname van alle agente of onafhanklike kontrakteurs wat klante is van agente vir sodanige werkgever.

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

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

- Die volle name van die direkteure, die volle naam van die persoon wat inderdaad in beheer staan van elke tak van die besigheid;
- adres van die geregistreerde kantore van die maatskappy;
- die volle naam van die Sekretaris, indien daar een is, van die maatskappy en alle ander ampsdraers van die maatskappy.

(4) Elke werkgever moet ingeval van 'n verandering in enige van die besonderhede wat ingevolge hierdie klousule verskaf moet word (uitgesonderd ten opsigte van die getal werknemers en 'n verandering van 'n werkweek van vyf of ses dae) binne veertien dae vanaf die datum waarop sodanige verandering van krag geword het, die Sekretaris van die Raad van sodanige verandering in kennis stel.

20. VRYSTELLING.

(1) Die Raad mag behoudens die bepalinge van artikel een-en-veertig (3) van die Wet, aan of ten opsigte van enigiemand vrystelling van al, of enige van, die bepalinge van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling kragtens die bepalinge van subklousule (1) van hierdie klousule verleen is, die voorwaardes waarop sodanige vrystelling verleen word en die tydperk wat sodanige vrystelling geld, vasstel; met dien verstande dat die Raad indien hy dit goed vind, 'n sertifikaat of vrystelling mag intrek nadat die betrokke persoon een week skriftelik daarvan in kennis gestel is, afgesien

- (c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause, 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 certificates issued;
 - (b) retain a copy of each certificate issued;
 - (c) where an exemption is granted to an employee, forward a copy of the certificate of exemption to the employer concerned.
- (5) Every employer and employee shall observe the provisions of certificate of exemption in terms of this clause.
- (6) The provisions of clauses 5 (1), 6, 9 and 17 of this Agreement shall not apply in respect of senior managerial, professional, technical and administrative personnel and foremen who are in receipt of regular remuneration of not less than R1,920 per annum.

21. 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 the first pay-day after this Agreement comes into operation and on each pay-day thereafter, each employer shall deduct from the wages of his employees an amount of two cents per week.
- (2) The total amount so deducted, together with an amount of two cents per employee, which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council each month by the seventh day of the following month.
- (3) Each employer shall make a return to the Council of the number of employees employed by him for each week of each calendar month on the form supplied by the Council.

22. INTERPRETATION OF AGREEMENT.

- (1) The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of the employers and the employees.
- (2) Any dispute which may arise in the trade shall be referred to the Council to be dealt with in terms of its constitution.
- (3) Should any provision of this Agreement be declared *ultra vires* by any competent Court of Law, the remaining provisions of this Agreement shall remain in force for the unexpired period of this Agreement.

23. APPOINTMENT OF 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; provided that an agent shall give a receipt for any books and/or documents seized.

24. TRADE UNION REPRESENTATIVES.

Trade union representatives and their alternates on the Council are to be given facilities to attend to their duties in connection with the Council.

25. EXHIBITION OF AGREEMENT AND NOTICES.

Every employer shall keep, in both official languages, a legible copy of this Agreement and the notices required in terms of section fifty-eight (1) of the Act, in the form prescribed in the regulations under the Act, exhibited in his premises (which shall include receiving depots), in a place readily accessible to his employees.

Signed at Durban on behalf of the parties this 9th day of December, 1965.

J. W. E. GRANT,
Chairman of the Council.

L. H. MARSHALL,
Vice-Chairman of the Council.

HAROLD LEVIN,
Secretary of the Council.

- (c) die voorwaardes wat ooreenkomstig die bepalings van subklousule (2) van hierdie klousule gestel is, waarop sodanige vrystelling verleen word; en
- (d) die tydperk wat die vrystelling geld.
- (4) Die Sekretaris van die Raad moet—
 - (a) alle sertifikate wat uitgereik word, agtereenvolgens nummer;
 - (b) 'n kopie van elke sertifikaat wat uitgereik word, bewaar;
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingssertifikaat aan die betrokke werkgever stuur.
- (5) Elke werkgever en werknemer moet die bepalings van 'n vrystellingssertifikaat ingevolge hierdie klousule nakom.
- (6) Die bepalings van klousules 5 (1), 6, 9 en 17 van hierdie Ooreenkoms is nie van toepassing nie op senior bestuurs-, professionele, tegniese en administratiewe personeel en voor- manne wat gereeld 'n besoldiging van minstens R1,920 per jaar ontvang.

21. FONDSE VAN DIE RAAD.

Die Fondse van die Raad, wat by hulle berus en deur hulle geadministreer word, moet soos volg verkry word:—

- (1) Elke werkgever moet op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, en op elke betaaldag daarna, 'n bedrag van twee sent per week van die loon van sy werknemers aftrek.
- (2) Die totale bedrag wat aldus afgetrek word, saam met 'n bedrag van twee sent per werknemer wat die werkgever moet bydra, moet voor of op die sewende dag van die volgende maand deur laasgenoemde aan die Sekretaris van die Raad gestuur word.
- (3) Elke werkgever moet op die vorm wat die Raad verskaf elke week van elke kalendermaand aan die Raad 'n opgaaf stuur van die getal werknemers wat by hom in diens is.

22. UITLEG VAN OOREENKOMS.

- (1) Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en mag vir die leiding van werkgevers en werknemers menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.
- (2) Alle geskille wat in die bedryf mag ontstaan, moet na die Raad verwys word wat dit volgens die bepalings van sy konstitusie moet behandel.
- (3) Indien 'n bevoegde geregshof 'n bepaling van hierdie Ooreenkoms *ultra vires* verklaar, geld die res van die bepalings van hierdie Ooreenkoms vir 'n onverstreke tydperk van hierdie Ooreenkoms.

23. AANSTELLING VAN AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om hom behulpzaam te wees om die bepalings van hierdie Ooreenkoms toe te pas. Dit is elke werkgever en elke werknemer se plig om sodanige agent ooreenkomstig die bepalings van die Wet toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en/of daarop beslag te lê en om dié persone te ondervra wat vir hierdie doel nodig mag wees; met dié verstande dat 'n agent 'n kwitansie moet uitreik vir alle boeke en/of dokumente waarop hy beslag lê.

24. VAKVERENIGINGVERTEENWOORDIGERS.

Vakverenigingverteenvoordigers en hul sekondusse in die Raad moet fasiliteite verleen word om hul pligte in verband met die Raad na te kom.

25. TENTOONSTELLING VAN OOREENKOMS EN KENNISGEWINGS.

Elke werkgever moet 'n leesbare afskrif van hierdie Ooreenkoms in beide amptelike tale, en die kennisgewings wat ingevolge die bepalings van artikel *agt-en-vyftig* van die Wet vereis word, in die vorm voorgeskryf in die regulasies kragtens die Wet, op sy perseel (wat ontvangsdepot insluit) tentoongestel hou in 'n plek wat vir sy werknemers maklik bekombaar is.

Namens die partye op hede die 9de dag van Desember 1965, te Durban onderteken.

J. W. E. GRANT,
Voorsitter van die Raad.

L. H. MARSHALL,
Ondervoorsitter van die Raad.

HAROLD LEVIN,
Sekretaris van die Raad.

and notice relating to the Laundry, Cleaning and Dying Industry, published under Government Notice No. R. 1730 of the 28th October, 1966, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

No. R. 1732.] [28 October 1966.
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

LAUNDRY, CLEANING AND DYEING INDUSTRY
(NATAL).

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Laundry, Cleaning and Dyeing Industry, published under Government Notice No. R. 1730 of the 28th October, 1966.

M. VILJOEN,
Minister of Labour.

No. R. 1733.] [28 October 1966.
INDUSTRIAL CONCILIATION ACT, 1956.

LAUNDRY, CLEANING AND DYEING INDUSTRY,
(NATAL).

CANCELLATION OF GOVERNMENT NOTICE.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice No. R. 1181 of the 29th July, 1966, as from the second Monday after the date of publication of this notice.

M. VILJOEN,
Minister of Labour.

Ooreenkoms en kennisgewing in verband met die Wassery-, Droogskoonmaak- en Kleurnywerheid, gepubliseer by Goewermentskennisgewing No. R. 1730 van 28 Oktober 1966, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

No. R. 1732.] [28 Oktober 1966.
WET OP OORLOGMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OORLOGS-
MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

WASSERY-, DROOGSKOONMAAK- EN KLEUR-
NYWERHEID (NATAL).

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Wassery-, Droogskoonmaak- en Kleurnywerheid, wat by Goewermentskennisgewing No. R. 1730 van 28 Oktober 1966, gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

No. R. 1733.] [28 Oktober 1966.
WET OP NYWERHEIDSVERSOENING, 1956.

WASSERY-, DROOGSKOONMAAK- EN KLEUR-
NYWERHEID, NATAL.

INTREKKING VAN GOEWERMENTS-
KENNISGEWING.

Ek, MARAIS VILJOEN, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewing No. R. 1181 van 29 Julie 1966, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing in.

M. VILJOEN,
Minister van Arbeid.

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