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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 166

31 Januarie 1975

WET OP NYWERHEIDSVERSOENING, 1956

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

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 Kleurnywerheid betrekking het, met ingang van 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 (1) (a), 2, 5 (6) (j), 23 en 24, met ingang van 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 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 gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (j), 23 en 24, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 166

31 January 1975

INDUSTRIAL CONCILIATION ACT, 1956

LAUNDRY, CLEANING AND DYEING INDUSTRY
(NATAL).—MAIN 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, with effect 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 (1) (a), 2, 5 (6) (j), 23 and 24, shall be binding, with effect 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 areas specified in clause 1 (1) (b) of the Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that, in the areas specified in clause 1 (1) (b) of the Agreement and with effect 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 (1) (a), 2, 5 (6) (j), 23 and 24, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

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BYLAË

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

HOOFOOREENKOMS

ingevoelge die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangegaan tussen die

Natal Laundry, Cleaners' and Dyers' Association

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

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

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Wassery, Droogskoonmaak- en Kleurbedryf (Natal), nagekom word—

(a) deur alle werkgewers wat lede van die werkgewers-organisasie is en deur alle werknemers wat lede van die vakvereniging is, wat betrokke of werksaam is daarin;

(b) in die landdrostdistrikte Durban (uitgesonderd daardie gedeelte wat vóór die publikasie van Goewermmentskennisgewing 1401 van 16 Augustus 1968 binne die landdrostdistrik Umlazi geval het), Pinetown en Inanda, uitgesonderd die gebiede buite 'n straal van 24,14 km vanaf die Hoofposkantoor, Durban.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie minimum lone in klousule 4 voorgeskryf word: Met dien verstande dat 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 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 vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoenig, 1956;

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

"werwer" 'n werknemer wat in sy hoedanigheid van verteenwoordiger van 'n bedryfsinrigting en namens of in verband met sodanige bedryfsinrigting, bestellings vra, aanvra of werf vir goedere wat gewas en gestryk, droogskoongemaak of gekleur moet word, en wat goedere aan kliente mag aflewer en betaling ten opsigte daarvan mag ontvang; (B of E)

"werwer graad I" 'n werwer wat vanaf 'n motorvoertuig werk; (E)

"werwer graad II" 'n werwer wat vanaf 'n ander soort voer of te voet werk; (B)

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is: Met dien verstande dat 'n werknemer wat aldus vir meer as vier agtereenvolgende weke by dieselfde werkgewer in diens 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; (D)

"nasiener, gekwalifiseer," 'n werknemer met minstens ses maande ondervinding in die Nywerheid; (D)

"nasiener, ongekwalifiseer," 'n werknemer met minder as ses maande ondervinding in die Nywerheid; (D)

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

"skoonmaker, gekwalifiseer," 'n skoonmaker met minstens drie jaar ondervinding; (K)

"skoonmaker, ongekwalifiseer," 'n skoonmaker met minder as drie jaar ondervinding; (J)

"klerk" 'n werknemer, uitgesonderd 'n telefonis, nasiener, ontvangsdepotassistent of fabrieksklerk, wat skryf, tik-, of 'n ander vorm van klerklike werk verrig, en omvat dit 'n kassier of 'n bediener van of toesighouer oor 'n munt- of outomatiese was- of -droogskoonmaakmasjien; (G)

SCHEDULE

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

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

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

(hereinafter referred to as 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

(1) The terms of this Agreement shall be observed in the Laundry, Cleaning and Dyeing Industry (Natal)—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged or employed therein;

(b) in the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Pinetown and Inanda (excluding the areas falling outside a radius of 24,14 km of General Post Office, Durban).

(2) Notwithstanding the provisions of subclause (1), 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 operation 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; (C)

"cannasser" 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 who may deliver goods to customers and accept payment in respect thereof; (B or E)

"cannasser, Grade I," means a cannasser who operates from a motor vehicle; (E)

"cannasser, Grade II," means a cannasser who operates from any other kind of transport or on foot; (B)

"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; (D)

"checker, qualified," means a checker who has had not less than six months' experience in the Industry; (D)

"checker, unqualified," means a checker who has had less than six months' experience in the Industry; (D)

"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; (J or K)

"cleaner, qualified," means a cleaner who has had not less than three years' experience; (K)

"cleaner, unqualified," means a cleaner who has had less than three years' experience; (J)

"clerical employee" means an employee, other than a telephone operator, checker, receiving depot assistant or factory clerk, engaged in writing, typing, or other form of clerical work, and includes a cashier or an attendant or supervisor to a coin- or self-operated laundry or dry-cleaning machine; (G)

"klerk, gekwalifiseer," 'n klerk met minstens vier jaar ondervinding; (G)

"klerk, ongekwalifiseer," 'n klerk met minder as vier jaar ondervinding; (G)

"afhaler" '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; (B)

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

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

"drywer van 'n motorvoertuig" 'n werknemer, uitgesonderd 'n werwer, wat 'n motorvoertuig dryf en vir die toepassing van hierdie woordskrywing omvat "n motorvoertuig dryf" alle tydperke wat daar gedryf word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vraag, en alle tydperke waarin daar van hom vereis word om op sy pos te bly gereed om te dryf; (H)

"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 kleurstowwe of ander chemikalieë gebruik moet word om die verlangde skakering of kleur te verkry, en wat opdragte gee ten opsigte van die aanwending daarvan; (M)

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

"ondersoeker" 'n werknemer wat artikels wat gewas en gestryk, droogskoongemaak of gekleur is, vir foute of defekte ondersoek nadat die betrokke prosesse voltooi is; (C)

"ondervinding" die totale dienstydperk of -tydperke 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; (D) (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 waarop werknemers die fabriek binnegaan of verlaat, nagaan of aanteken;

besonderhede in verband met rekwisities vir, of uitreiking van, materiaal of uitrusting aanteken;

hoeveelhede massameet en/of tel en aantekening daarvan hou; uitgaande pakkette aanteken en/of stereotipe vorms, uitgesonderd loonstate, invul vir kosteberekenings- of rekorddoeleindes;

"afwerker in die droogskoonmaakseksie" 'n werknemer wat artikels na fatsoen stryk, pars of stoom nadat dit droogskoongemaak is; 'n afwerker wat 'n parsmasjien bedien mag, gepaardgaande met sy beroep, kleinere verstellings doen aan die masjien wat hy gewoonlik bedien; (C)

"afwerker in die wasseryseksie" 'n werknemer (uitgesonderd 'n werknemer wat 'n kalandermasjien of platstrykwerkmasjien bedien) wat artikels wat gewas is, stryk of pars; 'n afwerker wat 'n parsmasjien bedien mag, gepaardgaande met sy beroep, kleinere verstellings doen aan die masjien wat hy gewoonlik bedien; (B)

"voorman" 'n werknemer wat aan die hoof staan van alle werknemers, uitgesonderd klerke, in 'n bedryfsinrigting, uitgesonderd 'n ontvangsdepot of 'n voertuig, wat oor sodanige werknemers beheer uitoefen en wat daarvoor verantwoordelik is dat hulle hul werksaamhede doeltreffend verrig; (L)

"fynstopper" 'n werknemer wat 'n kledingstuk of ander artikel 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 skade of beskadiging aan die materiaal, en omvat dit die heelmaak van sy- of ander kouse deur die gebreekte drade deur te trek; (F)

"fynstopper, gekwalifiseer" 'n fynstopper met minstens 18 maande ondervinding; (F)

"fynstopper, ongekwalifiseer" 'n fynstopper met minder as 18 maande ondervinding; (F)

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

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

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

"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; (B)

"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; (H)

"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; (M)

"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; (C)

"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; (D):

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;

mass-measuring 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; (C)

"finishing hand in the laundry section" means an employee (other than an employee who operates 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; (B)

"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; (L)

"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; (F)

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

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

"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;

"leerlingkleurder" 'n werknemer wat vir 'n tydperk van korter as drie jaar die werksaamhede verrig of verrig het wat vir 'n "kleurder" omskryf word; (J)

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

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

Wassers;
ekstraktors;
tuimelaars;
kragaaangedrewe merkmasjiene; (B)

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

"bestuurder" 'n werknemer spesifiek deur sy werkgewer belas met die algehele toelig oor, verantwoordelikheid vir en bestuur van die bedryfswaard van in of in verband met 'n bedryfs-inrigting of gedeelte daarvan, 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 identifisering merk (uitgesonderd bedieners van kragaaangedrewe merkmasjiene) of artikels volgens hul identifikasiemerk sorteer; (C)

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

"verpakker" 'n werknemer wat artikels vir versending byme-kaarmaak, toedraai en in pakkies opmaak; (C)

"stukwerk" 'n werksstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, bereken word slegs op die hoeveelheid werk verrig 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; (C)

"ontvangdepotassistent" 'n werknemer (uitgesonderd 'n werwer) wat artikels van klante ontvang wat gewas en gestryk, droogskoongemaak of gekleur moet word, 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 werksaamhede van 'n fynstopper mag verrig; (F)

"ontvangdepotassistent, gekwalifiseer," 'n ontvangdepotassistent met minstens ses maande ondervinding; (F)

"ontvangdepotassistent, ongekwalifiseer," 'n ontvangdepotassistent met minder as ses maande ondervinding; (F)

"bromponedrywer" 'n drywer van 'n drie- of tweewielmotorvoertuig wat gebruik word om goedere te vervoer; (H)

"korttyd" 'n tydelike vermindering van 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 bedryfslapte of deur 'n tekort aan grondstowwe;

"vlekuitbaler" 'n werknemer wat artikels vir vlekke ondersoek en/of die vlekke uithaal deur middel van oplossings, uitgesonderd seep- of seepoplossingspoeder; (C)

"taakwerk" 'n werksstelsel waarvolgens 'n minimum hoeveelheid werk wat verrig of werkproduksie wat in 'n vasgestelde tyd gelewer moet word, gestel word as voorwaarde vir die betaling van die lone voorgeskryf in klousule 4;

"onbelaste massa" die massa van 'n motorvoertuig soos aangegeven op 'n lisensie of sertifikaat uitgereik deur 'n owerheid wat by wet gemagtig is om lisensies vir motorvoertuie uit te reik;

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

"wag" 'n werknemer wat persele of ander eiendom gedurende die dag of nag bewaak. (C)

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

[Die simbool (A, B, C, ens.) tussen hakies na elke omskrywing van 'n werkkategorie het 'n ooreenstemmende simbool vir sodanige kategorie in artikel 4 (1) Besoldiging.]

"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"; (J)

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

"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 laundry and dry-cleaning sections:

Washers;
extractors;
tumblers;
power-driven marking machines; (B)

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

"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, or part thereof, 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 mark; (C)

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

"packer" means an employee engaged in assembling, wrapping and parcelling articles for despatch; (C)

"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 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; (C)

"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; (F)

"receiving depot assistant, qualified," means a receiving depot assistant who has had not less than six months' experience; (F)

"receiving depot assistant, unqualified," means a receiving depot assistant who has had less than six months' experience; (F)

"scooter driver" means a driver of a three- or two-wheeled motor vehicle used to convey goods; (H)

"short-time" means a temporary reduction in the number of ordinary hours of work of an employee owing 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; (C)

"task-work" means any system of work under which a minimum quantity or output of work to be done in a specified time is fixed as a condition for the payment of the wages prescribed in clause 4;

"unladen mass" means the mass of a motor vehicle as recorded on a licence or certificate issued by an authority empowered by law to issue licences for motor vehicles;

"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. (C)

(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 symbol (A, B, C, etc.) in brackets after each definition of a category of work has a corresponding symbol for such category in clause 4 (1) Remuneration.]

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
A. Arbeiders en werknemers nie elders uitdruklik omskryf nie:		
Mans.....	—	15,00
Vroue.....	—	14,00
B. Afwerker in die wasseryseksie, masjienbediener, afhaler, werwer, graad II:		
Vir die eerste ses maande ondervinding:		
Mans.....	15,00	—
Vroue.....	14,00	—
Gekwalifiseer:		
Mans.....	—	15,50
Vroue.....	—	14,50
C. Afwerker in die droogskoonmaakseksie, merker, sorteerder, verpakker, vlekuit-haler, ondersoeker, gewone naaiwerker, wag, ketelbediener:		
Vir die eerste ses maande ondervinding:		
Mans.....	15,50	—
Vroue.....	14,50	—
Gekwalifiseer:		
Mans.....	—	16,50
Vroue.....	—	15,50
D. Fabrieksklerk, nasiener:		
Vir die eerste ses maande ondervinding:		
Mans.....	16,50	—
Vroue.....	15,50	—
Gekwalifiseer:		
Mans.....	—	17,50
Vroue.....	—	16,50
E. Werwer, graad I.....	—	18,00
F. Fynstopper, ontvangsdepotassistent:		
Vir die eerste ses maande ondervinding.....	16,50	—
Gekwalifiseer.....	—	20,00
G. Klerk:		
Vir die eerste jaar ondervinding:		
Mans.....	16,00	—
Vroue.....	15,00	—
Vir die tweede jaar ondervinding:		
Mans.....	18,00	—
Vroue.....	17,00	—
Vir die derde jaar ondervinding:		
Mans.....	21,00	—
Vroue.....	19,00	—
Vir die vierde jaar ondervinding:		
Mans.....	24,00	—
Vroue.....	21,00	—
Gekwalifiseer:		
Mans.....	—	30,00
Vroue.....	—	23,00
H. Drywer van motorvoertuig met die onbekaste massa soos volg:		
(a) Bromponiedrywer.....	—	20,00
(b) Hoogstens 3 000 kg.....	—	24,00
(c) Meer as 3 000 kg.....	—	27,00
I. Onderhoudsman:		
Vir die eerste jaar ondervinding.....	15,00	—
Vir die tweede jaar ondervinding.....	19,00	—
Gekwalifiseer.....	—	25,00
J. Skoonmaker (ongekwalifiseer), leerlingkleurder:		
Vir die eerste jaar ondervinding.....	19,00	—
Vir die tweede jaar ondervinding.....	22,00	—
Vir die derde jaar ondervinding.....	25,00	—
K. Gekwalifiseerde skoonmaker.....	—	30,00
L. Voorman.....	—	35,00
M. Gekwalifiseerde kleurder, gekwalifiseerde werktuigkundige.....	—	40,00

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.

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:

	Un-qualified (Per week) R	Qualified (Per week) R
A. Labourers and employees not elsewhere specifically defined:		
Male.....	—	15,00
Female.....	—	14,00
B. Finishing hand in laundry section, machine operator, collector, canvasser, Grade II:		
For the first six months of experience:		
Male.....	15,00	—
Female.....	14,00	—
Qualified:		
Male.....	—	15,50
Female.....	—	14,50
C. Finishing hand in dry-cleaning section, marker, sorter, packer, spotter, examiner, plain sewer, watchman, boiler attendant:		
For the first six months of experience:		
Male.....	15,50	—
Female.....	14,50	—
Qualified:		
Male.....	—	16,50
Female.....	—	15,50
D. Factory clerk, checker:		
For the first six months of experience:		
Male.....	16,50	—
Female.....	15,50	—
Qualified:		
Male.....	—	17,50
Female.....	—	16,50
E. Canvasser, Grade I.....	—	18,00
F. Invisible mender, receiving depot assistant:		
For the first six months of experience.....	16,50	—
Qualified.....	—	20,00
G. Clerical employee:		
For the first year of experience:		
Male.....	16,00	—
Female.....	15,00	—
For the second year of experience:		
Male.....	18,00	—
Female.....	17,00	—
For the third year of experience:		
Male.....	21,00	—
Female.....	19,00	—
For the fourth year of experience:		
Male.....	24,00	—
Female.....	21,00	—
Qualified:		
Male.....	—	30,00
Female.....	—	23,00
H. Driver of motor vehicle with unladen mass as follows:		
(a) Scooter driver.....	—	20,00
(b) Not more than 3 000 kg.....	—	24,00
(c) Over 3 000 kg.....	—	27,00
I. Maintenance man:		
For the first year of experience.....	15,00	—
For the second year of experience.....	19,00	—
Qualified.....	—	25,00
J. Cleaner (unqualified), learner dyer:		
For the first year of experience.....	19,00	—
For the second year of experience.....	22,00	—
For the third year of experience.....	25,00	—
K. Qualified cleaner.....	—	30,00
L. Foreman.....	—	35,00
M. Qualified dyer, qualified mechanic.....	—	40,00

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) *Kontrakbasis.*—(a) Vir die toepassing van hierdie klousule berus die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag, en, behoudens subklousules (3) en (8) en klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat in hierdie klousule 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 werkgevers van werknemers mag vereis om op 'n gewone werkdag oortydwerk te verrig, en om op openbare vakansiedae, Saterdag en Sondag te werk, en sodanige werknemers moet, behoudens klousules 6 en 9, sodanige oortyd, of tyd op openbare vakansiedae, Saterdag en Sondag werk wanneer hulle gevra word om dit te doen.

(3) *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 of benewens sy eie werk of in plaas daarvan werk van 'n ander klas te verrig waarvoor of—

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

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

in hierdie klousule voorgeskryf word, moet sodanige werknemer ten opsigte van die hele dag, of daardie gedeelte van die dag waarop hy sodanige werk verrig, die volgende betaal:

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

(ii) In die geval in paragraaf (b) bedoel, een sesde van die loon in hierdie klousule vir 'n werknemer van sy klas voorgeskryf, plus 30 persent:

Met dien verstande dat waar die enigste verskil tussen klasse ingevolge hierdie klousule op ondervinding, geslag of ouderdom berus, hierdie subklousule nie van toepassing is nie.

(4) *Berekening van maandloon.*—Wanneer die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 5 (1) maandeliks betaal word, moet die bedrag van sodanige loon bereken word teen vier en een derde maal die loon wat in hierdie klousule vir 'n werknemer van sy klas voorgeskryf word.

(5) *Fietstoelae.*—'n Werknemer van wie daar vereis word om by die verrigting van sy werksaamhede sy eie fiets te gebruik, moet benewens die besoldiging in hierdie klousule vir 'n werknemer van sy klas voorgeskryf, die volgende betaal word:

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, minstens R1 per week;

(b) in die geval van 'n los werknemer, minstens 20c per dag.

(6) *Outomatiese salarisverhogings.*—Alle werknemers moet elke ses maande na die inwerkingtredingsdatum van hierdie Ooreenkoms 'n verhoging van 75c per week ontvang op die lone wat in daardie subklousule voorgeskryf word.

(7) *Voorbehoudsbepalings.*—Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon verminder van 'n werknemer wat op die inwerkingtredingsdatum van hierdie Ooreenkoms 'n hoër loon ontvang as dié 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.

(8) *Lang diens.*—Alle werknemers wat op die inwerkingtredingsdatum van hierdie Ooreenkoms minstens 10 jaar diens by dieselfde werkgever het of daarna minstens 10 jaar diens by dieselfde werkgever bereik, moet 'n minimum loon ontvang wat minstens 10 persent hoër is as dié wat in subklousule (1) vir hom voorgeskryf word.

5. BETALING VAN BESOLDIGING

(1) *Werknemer, uitgesonderd 'n los werknemer.*—Behoudens klousule 7 (3), (5) en (8), moet alle bedrae wat aan die werknemer verskuldig is, weekliks of, indien die werkgever en die werknemer skriftelik daartoe ooreengekom het, maandeliks gedurende die werkure, of binne 20 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, voordat hy vir daardie week ophou werk, in kontant aan hom betaal word, en dit moet in 'n verseëlde houer wees waarop of waarin die volgende gemeld word, of wat vergesel moet gaan van 'n staat wat die volgende aantoon: Die werkgever se naam, die werknemer se naam of betaalstaatsnommer en sy beroep, die getal gewone en oortydure gewerk, die besoldiging wat verskuldig is, bedrae wat kragtens wet afgetrek mag word en die tydperk ten opsigte waarvan betaling gedoen word.

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

(2) *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 subclauses (3) and (8) and in clause 5 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in this clause 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, Saturdays and Sundays, and such employees shall be obliged to work such overtime, or time on public holidays, Saturdays and Sundays, when called upon to do so, subject, however, to the provisions of clauses 6 and 9.

(3) *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 this clause, 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 the 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 this clause for an employee of his class, plus 30 per cent:

Provided that where the sole difference between classes is in terms of this clause based on experience, sex or age, the provisions of this subclause shall not apply.

(4) *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 this clause for an employee of his class.

(5) *Bicycle allowance.*—An employee who is required to use his own bicycle in the performance of his duties shall be paid in addition to the remuneration prescribed in this clause for an employee of his class—

(a) in the case of an employee, other than a casual employee, not less than R1 per week;

(b) in the case of a casual employee, not less than 20c per day.

(6) *Automatic increments.*—All employees shall receive an increase on the wages prescribed in subclause (1), amounting to 75c per week, every six months from the date of coming into operation of this Agreement.

(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 employee 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.

(8) *Long service.*—On the date this Agreement comes into operation, and thereafter, all employees having or attaining not less than 10 years' service with the same employer shall receive a minimum wage which is not less than 10 per cent higher than that prescribed for him in subclause (1).

5. PAYMENT OF REMUNERATION

(1) *Employee, other than a casual employee.*—Save as provided in clause 7 (3), (5) and (8), 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 20 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) *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: Met dien verstande dat hierdie subklousule nie geld ten opsigte van 'n opleidingskema, waartoe 'n werkgewer regtens moet bydra nie.

(4) *Koop 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) *Kos en inwoning*.—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, en die Wet op Bantoe-arbeid, 1964, mag 'n werkgewer nie van sy werknemer vereis om van hom of van 'n persoon of 'n plek wat hy aanwys, kos en/of inwoning aan te neem nie.

(6) *Boetes en aftrekkings*.—'n Werkgewer mag sy werknemers geen boetes ople nie, en hy mag ook geen bedrae 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 klousule 8, wanneer 'n werknemer van die werk afwesig is, uitgesonderd op las of versoek van sy werkgewer, of afwesig is weens 'n ongeluk of swak gesondheid, 'n bedrag in verhouding tot die tydperk van afwesigheid;

(c) 'n bedrag wat 'n werkgewer ingevolge of kragtens 'n statuutêre wet of 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(d) bydraes tot die Nywerheidsraad ingevolge klousule 21 van hierdie Ooreenkoms;

(e) wanneer 'n werknemer kragtens die Bantoes (Stedelike Gebiede) Konsolidasiewet, 1945, of die Wet op Bantoe-arbeid, 1964, daartoe instem of wanneer daar van hom vereis word om kos en/of inwoning van sy werkgewer aan te neem, hoogstens die bedrae hieronder gemeld:

	Per week
Kos.....	30c
Inwoning.....	20c
Kos en inwoning.....	50c

(f) wanneer die gewone werkure voorgeskryf in klousule 6 (1), weens korttyd verminder word, ten opsigte van elke uur van sodanige vermindering een 46ste of een 48ste (na gelang van die geval van die weekloon in klousule 4 vir 'n werknemer van sy klas voorgeskryf: Met dien verstande dat—

(i) sodanige aftrekking hoogstens een derde van die weekloon van sodanige werknemer mag wees, ongeag die getal ure waarmee die gewone werkure verminder word;

(ii) geen aftrekking in die volgende gevalle gedoen mag word nie:

(aa) 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;

(ab) 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;

(g) uitgesonderd werknemers wat in of in verband met 'n ontvangsdepot werksaam is, ten opsigte van 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag, waarop 'n werknemer toegelaat word om nie te werk nie—

(i) in die geval van 'n werknemer wat ses dae in 'n week werk, een sesde;

(ii) in die geval van 'n werknemer wat vyf dae in 'n week werk, een vyfde;

van die weekloon wat hy onmiddellik voor sodanige openbare vakansiedag ontvang het;

(h) waar die werkgewer minstens twee maal per dag tee (of ander drank) verskaf, kan hoogstens 10c per week afgetrek word van die loon van die werknemers wat sodanige tee (of soortgelyke drank) ontvang;

(i) waar die werkgewer een maal per dag sop verskaf, kan hoogstens 15c per week afgetrek word van die loon van die werknemers wat sodanige sop ontvang;

(j) met die skriftelike toestemming van sy werknemer, in die vorm voorgeskryf in Aanhangsel A, tot tyd en wyl die Vakvereniging die werkgewer skriftelik anders meedeel, 'n bedrag ten opsigte van ledegeld verskuldig aan die Laundry, Dry-cleaning and Dyeing Employees' Union (Natal) ingevolge die vakvereniging se konstitusie en wat van die loon van sodanige werknemer afgetrek moet word, en sodanige bedrag moet elke maand binne een week na die laaste betaaldag in elke kalendermaand aan die Sekretaris van die Vakvereniging gestuur word.

(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: Provided that this sub-clause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(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 Act, 1964, 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 is absent from work otherwise than on the instructions or at the request of his employer, 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 Act, 1964, 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 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—

(aa) 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;

(ab) in the case of short-time arising out of a general break-down of plant or machinery or a threatened break-down of buildings, owing 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 no work will be available;

(g) with the exception of employees employed in or in connection with a receiving depot, a deduction in respect of any public holiday, other than New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Covenant, or Christmas Day on which an employee is permitted not to work of—

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

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

of the weekly wage which he was receiving immediately before such public holiday;

(h) where tea (or other beverage) is provided by the employer on not less than two occasions per day, a deduction not exceeding 10c 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 15c per week may be made from the wages of the employees receiving such soup;

(j) with the written consent of his employee, on the form prescribed in Annexure A, until advised to the contrary by the Union in writing, 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. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK

(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 drywer van 'n motorvoertuig of 'n afhaler—

(i) agt-en-veertig in 'n week vanaf Maandag tot en met Saterdag;

(ii) behoudens subparagraaf (i) hiervan, 10 op 'n dag;

(b) in die geval van alle ander werknemers, uitgesonderd 'n wag en los werknemers—

(i) in 'n bedryfsinrigting waarin daar vyf dae in 'n week gewerk word—

(aa) ses-en-veertig in 'n week vanaf Maandag tot en met Vrydag;

(ab) behoudens subparagraaf (aa) hiervan 9½ op 'n dag;

(ii) in 'n bedryfsinrigting waarin daar ses dae in 'n week gewerk word—

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

(ab) behoudens subparagraaf (aa) hiervan, 8½ op 'n dag, van Maandag tot Vrydag; en

(ac) behoudens subparagraaf (aa) hiervan, drie uur op Saterdag, behoudens klousule 9 (4) hiervan:

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 ten opsigte daarvan niks van die wag se loon mag aftrek nie;

(ii) 'n werkgewer, in plaas daarvan om sy wag sodanige rusdag toe te staan, hom die loon kan betaal wat hy sou ontvang het indien hy nie op sodanige rusdag gewerk het nie, plus minstens sy dagloon ten opsigte van elke sodanige rusdag wat nie toegestaan is nie;

(iii) wanneer 'n wag se dienskontrak beëindig word voordat hy al die rusdae toegestaan is waarop hy kragtens hierdie paragraaf geregtig geword het, 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 paragraaf beteken 'n tydperk van 24 agtereenvolgende ure bereken vanaf die tyd wat die wag gewoonlik begin werk.

(2) Die gewone werkure van 'n los werknemer mag op 'n bepaalde dag hoogstens wees—

(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) *Etenspouses.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om vir meer as vyf uur aaneen te werk nie sonder 'n pouse van minstens een uur, waarin daar geen werk verrig mag word nie, en sodanige pouse word nie geag deel van die gewone of oortydwerkure uit te maak nie: Met dien verstande dat—

(i) 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 die geval;

(ii) werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag moet word aaneenlopend te wees;

(iii) 'n drywer van 'n motorvoertuig of werwer wat gedurende sodanige tydperk geen werk doen nie, uitgesonderd om verantwoordelik te wees of te bly vir die voertuig en die vrug daarvan, indien daar 'n vrug is, vir die toepassing van hierdie klousule geag moet word nie gedurende sodanige pouse te gewerk het nie.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na as doenlik aan—

(a) die middel van elke 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 duur, waarin daar nie van die werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige ruspouse word geag deel van die gewone werkure uit te maak.

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—

(i) 48 in any week from Monday to Saturday inclusive;

(ii) subject to subparagraph (i) hereof, 10 on any day;

(b) in the case of all other employees, other than watchmen and casual employees—

(i) in an establishment in which a five-day week is worked—

(aa) 46 in any week from Monday to Friday, inclusive;

(ab) subject to subparagraph (aa) hereof, 9½ hours on any day;

(ii) in an establishment in which a six-day week is worked—

(aa) 46 in any week from Monday to Saturday, inclusive;

(ab) subject to subparagraph (aa) hereof, 8½ hours on any day, Monday to Friday; and

(ac) subject to subparagraph (aa) hereof, three hours on Saturday; subject to the provisions of clause 9 (4) hereof:

Provided that when an employer changes his normal working week from a five-day week or a six-day week, as notified to 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 that—

(i) he shall make no deduction from the watchman's wage in respect thereof;

(ii) 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) 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 paragraph, 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) for the purposes of this paragraph, the expression "day" means a period of 24 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 intervals.*—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—

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

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

(iii) for the purposes of this clause, a driver of a motor vehicle or canvasser who does not perform any work during such period except to be or remain responsible for the vehicle and its load, should there be a load, shall be deemed not to have worked during such interval.

(4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 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) *Werkure moet aaneenlopend wees.*—Behoudens 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 langer as die getal ure wat teen 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 langer as 10 uur in 'n week oortydwerk verrig nie;

(b) 'n manlike werknemer wat in sy bedryfsinrigting werksaam is, vir langer as drie uur op 'n dag vanaf Maandag tot Vrydag oortydwerk verrig 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 oortydwerk op 'n dag te verrig nie;

(d) meer as 60 dae in 'n jaar oortydwerk te verrig nie;

(e) op meer as drie agtereenvolgende dae oortydwerk te verrig nie.

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

(a) sodanige werknemer voor 12-uur middag daarvan in kennis gestel het; of

(b) sodanige werknemer van 'n voldoende ete voorsien het voordat sy met die oortydwerk begin; of

(c) sodanige werknemer betyds 40c betaal het om haar in staat te stel om 'n ete te verkry voordat sy met die oortydwerk moet begin;

en alle tyd tot en met 15 minute wat gebruik word om ooreenkomstig (b) en (c) 'n ete te nuttig, word getel by die totale tydperk van oortydwerk wat verrig is.

(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 uitsteite ingevolge subklousule (1) is nie op ketelbedieners van toepassing nie, d.w.s.—

(i) in 'n bedryfsinrigting waar daar 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) Subklousule (4) is nie van toepassing nie op ketelbedieners, werwers, verwers se assistente, afleweringssistente, drywers en wagte, en subklousules (3), (4), (5) en (7) is nie van toepassing nie op 'n werknemer wat werk verrig wat genoodsaak is deur '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 na sodanige onklaarraking of noodtoestand in kennis moet stel.

(12) Werkende eienaars en/of werkende vennote wat betrokke is by die produksie van die fabriek moet die werkure nakom wat in hierdie klousule voorgeskryf word.

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 besoldiging toestaan.

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

(c) Elke werkgewer moet aan elke werknemer wat 'n minimum van vyf jaar ononderbroke by een werkgewer in diens was, drie agtereenvolgende weke verlof met volle besoldiging toestaan vir elke voltooide jaar diens daarna.

(2) Die verlof waarop 'n werknemer ingevolge subklousule (1) hiervan geregtig is, moet verleen word op 'n tydstop wat die werkgewer bepaal: Met dien verstande dat indien sodanige verlof nie eerder toegestaan is nie, dit toegestaan moet word binne twee maande na die voltooiing van die jaar diens waarop dit betrekking het, of, indien die werkgewer en sy werknemer daartoe ooreengekom het, die tydperk waarin die verlof verleen moet word, na hoogstens ses maande verleng mag word, bereken vanaf die voltooiing van die 12 maande diens waarop die verlof betrekking het: Voorts met dien verstande dat sodanige jaarlikse verloftydperk nie mag saamval nie met siekteverlof, militêre opleiding ingevolge die Verdedigingswet, 1957, of met 'n tydperk waarin diens opgesê word.

(5) *Hours of work to be consecutive.*—Save as provided in subclauses (3) and (4), all hours of work shall be consecutive.

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

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

(a) his employee to work overtime for more than 10 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 or permit a female employee to work—

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

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

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

(d) overtime on more than 60 days in any year;

(e) overtime on more than three consecutive days.

(9) An employer shall not require or 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—

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

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

(c) paid to such employee 40c in sufficient time to enable her to obtain a meal before the overtime is due to commence;

any time up to 15 minutes used for taking meals in terms of (b) and (c) 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 subclause (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 subclause (4) shall not apply to boiler attendants, canvassers, canvasser's assistants, delivery hands, drivers and watchmen, and the provisions of subclauses (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.

(12) Working proprietors and/or working partners engaged in the factory production and who are employers shall observe the working hours laid down in this clause.

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.

(c) Every employer shall grant to each employee, having a minimum of five years continuous service with one employer, three consecutive weeks' leave on full pay, for each completed year of employment thereafter.

(2) The leave to which an employee is entitled in terms of subclause (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 12 months of employment to which the leave relates: Provided further that the period of such annual leave shall not run concurrently with sick leave, military training under the Defence Act, 1957, or with any period of notice of termination of employment.

(3) 'n Werknemer, in subklousule (1) (a) bedoel, wat minstens een maand diens in 'n diensjaar by dieselfde werkgewer voltooi het, en wie se diens voor die voltooiing van sodanige jaar beëindig word, moet op die dag waarop sy diens beëindig word, sy weekloon betaal word, gedeel deur ses, en in die geval van 'n wag of 'n werknemer in subklousule (1) (c) bedoel, sy weekloon gedeel deur vier, ten opsigte van elke voltooide maand diens, bereken vanaf die datum waarop sy verlof laas verskuldig geword het, of vanaf die datum waarop sy diens begin het, na gelang van die geval.

(4) Die betaling ten opsigte van jaarlikse verlof wat ingevolge hierdie klousule verskuldig is, moet bereken word 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 toegestaan is, moet, by sodanige beëindiging, in plaas van sodanige verlof, betaling ten opsigte van verlof ontvang wat bereken moet word ooreenkomstig subklousules (1), (3) en (4) hiervan.

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

(7) 'n Werkgewer mag van sodanige verloftydperk alle dae geleentheidsverlof aftrek wat gedurende die 12 maande diens waarop die jaarlikse verlof betrekking het, met volle besoldiging 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 in 'n afsonderlike kovert betaal word wat die diensdatums en die getal maande ten opsigte waarvan sodanige vakansiebetaling gedoen 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 'n tydperk of tydperke te omvat 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 of met siekteverlof of vir 'n bevalling afwesig is;

plus tot vier maande van 'n tydperk van militêre opleiding wat hy ingevolge die Verdedigingswet, 1957, ondergaan.

(10) By 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—

(a) jaarlikse verlof wat verskuldig mag geword het, maar wat nie toegestaan is voordat hy met sy werksaamhede begin het nie, toegestaan word;

(b) jaarlikse verlof wat verskuldig mag word nadat hy met sy werksaamhede begin het, maar wat gedeeltelik opgehoop het voordat hy daarmee begin het, toegestaan word;

(c) verlofbesoldiging pro rata betaal word in geval van diensbeëindiging van 'n werknemer;

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

(11) Elke werkgewer moet 'n rekord byhou en bywerk waarin daar ten opsigte van die jaarlikse verlof van elke persoon in sy diens die volgende besonderhede aangetoon word:

(a) Naam en werknommer van werknemer

(b) indiensnemingsdatum

(c) laaste jaarlikse verlofdatum, n.l. vanaf tot

(d) getal dae addisionele verlof in plaas van openbare vakansiedae wat in sodanige jaarlikse verloftydperk val

(12) 'n Werkgewer moet minstens 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, sewe dae voor die datum waarop dit verskuldig word, verstrek.

(3) An employee referred to in subclause (1) (a) who has completed not less than one month in any year of employment with the same employer, and whose employment terminates before the completion of such year, shall upon the day on which his employment terminates be paid his weekly wage divided by six and in the case of a watchman or an employee referred to in subclause (1) (c) his weekly wage divided by four, in respect of each completed month of employment, calculated from the date on which his leave last fell due or of commencement of service, as the case may be.

(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 subclauses (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 subclause (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 subclause (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 purposes 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 subclause (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 military training undergone in any year in terms of the Defence Act, 1957.

(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—

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

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

(c) 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 seven day's 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. SIEKTEVERLOF

(1) 'n Werkgewer moet 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 wan-gedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, siekte-verlof toestaan van—

(a) in die geval van 'n werknemer wat ses dae in 'n week werk, altesaam 12 werkdag; en

(b) in die geval van 'n werknemer wat vyf dae in 'n week werk, altesaam 10 werkdag;

in elke tydkring van een jaar ononderbroke diens by hom, en hy moet hom ten opsigte van elke dag daarvan minstens die volgende betaal:

(i) In die geval van 'n werknemer wat ses dae in 'n week werk, een sesde; en

(ii) in die geval van 'n werknemer wat vyf dae in 'n week werk, een vyfde;

van die weekloon wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het: Met dien verstande dat—

(i) die werknemer sy werkgever binne drie dae na die aanvang van elke sodanige verloftydperk van die rede vir sy afwesigheid in kennis stel en binne sewe dae na die aanvang van sodanige verloftydperk 'n sertifikaat aan die werkgever voorleë wat deur 'n geregistreerde mediese praktisyn onderteken is en die aard en duur van die werknemer se ongeskiktheid bevestig, en dat die werkgever daarop geregtig is om ten opsigte van sodanige afwesigheids tydperk besoldiging te weerhou indien die werknemer in gebreke bly om sodanige sertifikaat voor te lê;

(ii) hierdie klousule nie van toepassing is nie in gevalle waar daar in 'n bedryfsinrigting kragtens 'n ooreenkoms tussen die werkgever en sy werknemers of tussen 'n werkgever en 'n behoorlik geregistreerde vakvereniging 'n siektebystands- of voorsorgfonds bestaan waartoe die werkgever ten opsigte van elkeen van sy werknemers 'n bedrag bydra wat minstens gelyk is aan die bedrag wat elke sodanige werknemer moet betaal, en wat 'n werknemer daarop geregtig maak om uit sodanige fonds, ingeval hy van die werk afwesig is weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk ten opsigte waarvan vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is), in 'n bepaalde jaar altesaam minstens 'n bedrag wat gelyk is aan sy volle loon vir twee weke ten opsigte van sodanige afwesigheid te ontvang.

(2) By die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as in klousule 7 (9).

(3) Hierdie klousule geld nie terwyl die Siektebystandsfonds-ooreenkoms in werking is nie, maar indien die Siektebystandsfondsooreenkoms te eniger tyd ophou om geldig te wees of nie van toepassing is nie, word hierdie klousule outomaties afdwingbaar.

9. OPENBARE VAKANSIEDAE, SATERDAE EN SONDAE

(1) *Openbare vakansiedae.*—(a) Elke werkgever moet elkeen van sy werknemers, uitgesonderd los werknemers, Nuwerjaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag en Kersdag as vakansiedae met besoldiging toestaan, en daarbenevens moet hy werknemers wat in of in verband met 'n ontvangsdepot werksaam is, alle ander openbare vakansiedae as vakansiedae met besoldiging 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 besoldiging voorkom. Ingeval enigen van bogemelde openbare vakansiedae op 'n Saterdag val, is 'n werknemer wat ooreenkomstig klousule 6 (1) (b) (i) vyf dae in 'n week werk, nie ten opsigte van sodanige Saterdag op besoldiging kragtens hierdie subklousule geregtig nie.

(b) Die bedrag in subklousule (1) en (2) hiervan bedoel, moet betaal word op die eerste betaaldag na elke vakansiedag met besoldiging, of by 'n werknemer se diensbeëindiging, indien dit voor die betrokke betaaldag sou plaasvind.

(c) Ingeval 'n werknemer op 'n openbare vakansiedag met besoldiging werk, geld die volgende:

(i) 'n Werknemer, uitgesonderd 'n los werknemer, moet benevens die betaling in subklousule (1) hiervan bedoel, ten opsigte van die tyd gewerk minstens sy gewone loon vir sodanige tydperk betaal word;

(ii) 'n los werknemer moet minstens die volle dagloon betaal word waarop hy geregtig was, en hy moet daarbenevens minstens sy volle uurloon betaal word vir elke uur of gedeelte van 'n uur aldus gewerk.

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, 12 work-days; and

(b) in the case of an employee who works a five-day week, 10 work-days;

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

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

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

of the weekly wage which he was receiving immediately before the commencement of such leave: Provided that—

(i) 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 that failure to furnish such certificate shall entitle the employer to withhold payment in respect of such period of absence;

(ii) 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 purposes of this clause the expression "employment" shall have the same meaning as in clause 7 (9).

(3) This clause shall not apply while the Sick Benefit Fund Agreement is in operation but if, at any time, the Sick Benefit Fund Agreement ceases to operate, or is not applicable, this clause shall automatically become enforceable.

9. PUBLIC HOLIDAYS, SATURDAYS 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, Republic 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) (i) 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 subclauses (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 subclause (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) *Sondae*.—Vir tyd op 'n Sondag gewerk, moet die werkgewer 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 betrokke 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 Sondag 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 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 gewone besoldiging betaal word.

(4) *Saterdag*.—(a) In 'n bedryfsinrigting waarin daar vyf dae in 'n week gewerk word, moet alle werk wat op 'n Saterdag verrig word geag word oortydwerk te wees waarvoor daar ooreenkomstig klousule 6 (10) betaal moet word: Met dien verstande dat, ingeval 'n werknemer hom op versoek van sy werkgewer vir werk aanmeld en daar op sodanige dag nie aan hom werk verskaf word nie, hy ten opsigte van minstens vier uur teen besoldiging vir oortydwerk betaal moet word.

(b) In 'n bedryfsinrigting waarin daar ses dae in 'n week gewerk word, mag die gewone werkeure op 'n Saterdag hoogstens drie wees: Met dien verstande dat, ingeval 'n werknemer hom vir werk aanmeld en daar op sodanige dag nie aan hom werk verskaf word nie of indien hy minder as vyf uur werk, hy ten opsigte van minstens drie uur teen die gewone besoldiging en ten opsigte van twee uur teen besoldiging vir oortydwerk betaal moet word.

(c) Enige werk wat op 'n Saterdag verrig word, mag nie voor 6 vm. begin nie en mag nie na 6 nm. eindig nie.

10. GETALSVERHOUDING

(1) 'n Werkgewer moet 'n gekwalifiseerde klerk, fynstopper, skoonmaker, ontvangsdepotassistent of nasiener in diens hê voordat hy 'n ongekwalifiseerde klerk, fynstopper, skoonmaker, ontvangsdepotassistent of nasiener, na gelang van die geval, in diens mag neem, en hy moet minstens een gekwalifiseerde klerk, fynstopper, skoonmaker, ontvangsdepotassistent of nasiener in diens hê vir onderskeidelik elke ongekwalifiseerde klerk, fynstopper, skoonmaker, ontvangsdepotassistent of nasiener wat hy in diens het.

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

(3) Vir die toepassing van hierdie klousule word 'n werkgewer of bestuurder of voorman wat uitsluitlik of hoofsaaklik die werksaamhede 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 Ongekwalifiseerde klerk, fynstopper, skoonmaker, ontvangsdepotassistent of nasiener wat minstens die loon ontvang wat in klousule 4 vir onderskeidelik 'n gekwalifiseerde klerk, fynstopper, skoonmaker, ontvangsdepotassistent of nasiener voorgeskryf word, kan geag word '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 stukwerk of taakwerk verrig nie, tensy die bepalings van 'n loonaanspoingskema, 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, uitgesonderd in die vorm van 'n aanspoingskema waarvan daar oor die bepalings ooreengekom is soos in paragrafe (b) en (c) hieronder vasgestel.

(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.

(4) *Saturdays*.—(a) In an establishment where a five-day week is worked, all work performed on a Saturday shall be deemed to be overtime payable in terms of clause 6 (10): Provided that in the event of an employee reporting for duty at the request of an employer and not being employed on such day, he shall receive not less than four hours at overtime rates of remuneration.

(b) In an establishment where a six-day week is worked, the normal hours of work shall not exceed three hours on a Saturday: Provided that in the event of an employee reporting for duty and not being employed on such day, or working less than five hours, he shall receive not less than three hours at normal rates plus two hours at overtime rates of remuneration.

(c) Any work performed on a Saturday shall not commence before 6 a.m. and shall not terminate after 6 p.m.

10. PROPORTION OR RATIO

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

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

(3) For the purposes of this 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 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 paragraphs (b) and (c) hereunder.

(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 oorlegpleging 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 op skrif gestel en deur die lede van die Komitee onderteken word, en mag nie deur die Komitee gewysig of deur een van die partye beëindig word nie tensy die party wat die Ooreenkoms wil wysig of beëindig, die ander party skriftelik kennis gegee het op die wyse waarvoor die partye mag ooreenkom wanneer sodanige Ooreenkoms aangegaan word.

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

'n Werkgewer mag niemand onder die ouderdom van 15 jaar in diens neem nie.

13. UNIFORMS EN BESKERMENDE KLERE

Elke werkgewer moet alle oorpakke en/of beskermende klere 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 in 'n goeie toestand hou.

14. DIENSSERTIFIKATE

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

15. LOGBOEKE

(1) Uitgesonderd in dié bedryfsinrigtings waar die aanvangs- en uitskeitye van werwers, drywers van motorvoertuie en die afhalers wat saam met hulle werk, meganics aangeteken word, moet 'n werkgewer 'n logboek met duplikaatfolio's, so na as doenlik in die volgende vorm, vir gebruik deur elkeen van sodanige werknemers verskaf:

DAAGLIKSE LOG

Werkgewer se naam.....
 Werknemer se naam.....
 Werkaanvangstyd.....vm./nm.
 Uitskeityd.....vm./nm.
 Getal gewone ure gewerk.....
 Getal oortydure gewerk.....
 Eetenstyd van.....vn./nm. tot.....vm./nm.
 Onklaarrakings, ongelukke en/of ander vertragings.....
 Datum.....19.....

Handtekening van werknemer

(2) Elke werwer, drywer van 'n motorvoertuig en afhaler van wie daar in subklousule (1) melding gemaak word, moet die daaglikse log ten opsigte van elke dag se werk so na as doenlik in die voorgeskrewe vorm, in tweevoud invul wanneer die logboek in subklousule (1) genoem aan hom verskaf word, tensy hy weens siekte of 'n ander onvermydelike oorsaak daarvan weerhou word om dit te doen, en hy moet binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n duplikaatkopie daarvan by sy werkgewer indien, en die werkgewer is verantwoordelik daarvoor om te verseker dat hy sodanige duplikaatkopieë ontvang.

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

16. DIENSBEEINDIGING

(1) 'n Werkgewer 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 skriftelik 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 rekord doeleindes gehou word: Met dien verstande dat dit nie die volgende raak nie:

(a) Die reg van 'n werkgewer 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) 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 15 YEARS

An employer shall not employ any person under the age of 15 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.
 Breakdowns, accidents and/or other delays.....
 Date.....19.....

Signature of employee

(2) Every canvasser, driver of a motor vehicle and collector referred to in subclause (1), upon being provided with the log-book referred to in subclause (1) shall, unless precluded from doing so by sickness or other unavoidable cause, complete the daily log in duplicate as nearly as practicable in the form prescribed, in respect of each day's work, and shall within 24 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 effect—

(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) 'n ooreenkoms tussen die werkgewer en werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank is, en langer is as een week of twee weke, na gelang van die geval, en in dié geval moet sodanige langer tydperk kennis gegee word;

(c) die reg van 'n werkgewer om 'n werknemer sy volle loon te betaal vir en in plaas van die kennisgewingstermyn 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 werkgewer in diens was, een werkdag kennis gegee mag word om sy dienskontrak te beëindig, en sodanige kennisgewing is van krag vanaf die tydstop waarop dit gegee word.

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

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

(c) 'n Werknemer wat minstens sewe werkdade van sy werk af weggly sonder om sy werkgewer in kennis te stel van die rede vir sodanige afwesigheid, word geag 'n droster te wees en verbeur sy reg op kennisgewing ingevolge subklousule (1).

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

(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 '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 kennisgewingstermyn waaroor daar ooreengekom is.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms, indien geld wat 'n werkgewer aan loon verskuldig is, onvoldoende is om die volle bedrag aan verbeuring in subklousule (2) en (3) hiervan gemeld, te dek, is die werkgewer daarop geregtig om sodanige bedrag uit te hou uit ander voordele (as daar is) wat ten tye 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 klousule 7 (3) van hierdie ooreenkoms aan 'n werknemer verskuldig is, ook geag word 'n voordeel te wees wat besig is om op te loop.

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

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

17. WERKNEMERREGISTRASIE-, BYWONINGS- EN LOONREGISTERS

(1) Elke werkgewer wat 10 of meer werknemers het, moet 'n tydskloek verskaf of half-outomatiese tydrekordstelsel invoer wat op 'n kaart vir elke werknemer die inligting verstrekk wat ingevolge die Fabriekswet, 1941, vereis word.

(2) Elke werkgewer met minder as 10 werknemers moet van dag tot dag 'n bywoningsregister byhou in die vorm wat ingevolge artikel 9 (2) van die Fabriekswet, 1941, vereis word, waarin die volgende vermeld word: Die naam, beroep en besonderhede in verband met bywoning by die werkgewer se bedryfsinrigting ten opsigte van elkeen van sy werknemers, uitgesonderd werwers, drywers van motorvoertuie en afhalers wat hulle vergesel.

(3) Elke werknemer van wie daar in subklousule (2) melding gemaak word, uitgesonderd werwers, drywers 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 werkgewer die besonderhede inskryf en die register teken.

(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 subclause (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 subclause (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 normally have received for the unexpired period of notice.

(c) An employee who absents himself from his place of employment for not less than seven working days, without advising his employer of the reason for such absence, shall be deemed to be a deserter and shall forfeit his right to notice in terms of subclause (1).

(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 subclause (1) (b) hereof, the payment or forfeiture in lieu of notice shall be equal to the wage relative to the period of notice agreed upon.

(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 subclauses (2) and (3) hereof, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purposes of this subclause, any payment which may be due to an employee in terms of clause 7 (3) 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 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. EMPLOYEE REGISTRATION, ATTENDANCE AND WAGE RECORDS

(1) Every employer having 10 or more employees shall institute a time clock or semi-automatic time recording system which shall require a card for each employee giving the information as required by the Factories Act, 1941.

(2) Every employer having less than 10 employees, shall, from day to day, keep an attendance register in the form required by section 9 (2) of the Factories Act, 1941, of the name, occupation and particulars concerning attendance at the employer's establishment in respect of each of his employees, other than canvassers, drivers of motor vehicles and collectors accompanying them.

(3) Every employee referred to in subclause (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) Elke werkgewer moet te alle tye ten opsigte van almal wat by hom in diens is, in die vorm voorgeskryf by artikel 57 van die Wet, rekord van die volgende byhou: Die besoldiging wat betaal word, die tyd gewerk, soos aangetoon in die bywonings-registers, 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 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 werkgewer bewaar word.

(6) Vanaf die inwerkingtredingsdatum van hierdie Ooreenkoms moet elke werknemer wat tot die Nywerheid toetree die vorm Aansoek om Registrasie (Aanhangsel A) wat deur die Raad verskaf word, invul. Een kopie daarvan moet deur die werkgewer by die Raad ingedien word binne sewe dae na die einde van die maand waarin die werknemer in diens geneem word en die duplikaatafskrif moet deur die werkgewer behou word as deel van sy rekords.

18. BEHEER OOR VOERTUIE

(1) Alle voertuie wat gebruik word om artikels wat gewas en gestryk, droogskoongemaak 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, droogskoongemaak of gekleur word, moet opvallend daarop getoon word.

(2) Geen voertuie wat in subklousule (1) bedoel word, word toegelaat om op Sondag te werk nie.

19. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer moet, indien hy dit nog nie kragtens 'n vorige ooreenkoms van die Raad gedoen het nie, binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum tot die Wassery-, Droogskoongemaak- en Kleurnywerheid 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;
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 gehou word ten opsigte van elke perseel waar die besigheid gedryf word;
of daar vyf of ses dae in 'n week gewerk word;
begin- en uitskeitye van gewone werkdag;
getal werknemers;
adresse van depots en afsonderlike name, as daar is, waaronder hulle besigheid dryf;
die volle name, besigheids- en woonadres en handelsname van alle agente of onafhanklike kontrakteurs wat klante van of agente vir sodanige werkgewer is.

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

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

(a) Die volle name van die direkteure, die volle naam van die persoon wat inderdaad in beheer staan van elke tak van die besigheid;

(b) adres van die geregistreerde kantore van die maatskappy;

(c) die volle naam van die sekretaris, as daar een is, van die maatskappy en alle ander ampsdraers van die maatskappy.

(4) Elke werkgewer moet ingeval van 'n verandering in die besonderhede wat ingevolge hierdie klousule verstrek moet word (uitgesonderd ten opsigte van die getal werknemers en 'n verandering van 'n werkweek van vyf of ses dae) binne 14 dae na 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 kan, behoudens artikel 51 (3) van die Wet, aan of ten opsigte van enigen vrystelling van al, of enige van, die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van iemand aan wie vrystelling kragtens subklousule (1) verleen word, die voorwaardes waarop sodanige vrystelling verleen word en die tydperk waarin sodanige vrystelling geld, vasstel. Met dien verstande dat die Raad, indien hy dit goedvind, 'n vrystellingsertifikaat kan intrek nadat die betrokke persoon een week skriftelik daarvan in kennis gestel is, afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het al dan nie.

(4) Every employer shall at all times keep, in respect of all persons employed by him, in the form prescribed by section 57 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 subclause (1) of this clause, and/or the log book records, as required in terms of subclause 15 (1), and/or any other particulars as may be prescribed by regulation.

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

(6) As from the date this Agreement comes into operation, every employee entering the Industry shall complete the application for registration form (Annexure A) supplied by the Council, one copy of which shall be lodged by the employer with the Council within seven days of the end of the month during which the employee is engaged. The duplicate copy shall be retained by the employer as part of his records.

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 subclause (1) shall be permitted to operate on Sundays.

19. REGISTRATION OF EMPLOYERS

(1) Every employer, if he has not already done so in terms of a previous Agreement of the Council, shall, within one month from the date on which this Agreement comes into operation, and every employer entering the Laundry, Dry-cleaning and Dyeing Industry 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 subclause (1) be furnished.

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

(a) The full names of the directors, the full name of the person in actual control of each branch of the business;

(b) address of the registered offices of the company;

(c) 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 14 days of the date upon which such change took effect.

20. EXEMPTIONS

(1) The Council may, subject to the provisions of section 51 (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 subclause (1), the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption, whether or not the period for which exemption was granted has expired.

(3) Die Sekretaris van die Raad moet aan elkeen aan wiewystelling ooreenkomstig hierdie klousule verleen is, 'n sertifikaat uitreik wat deur hom onderteken is en waarin die volgende vermeld word:

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ooreenkomstig subklousule (2) gestel is, waarop sodanige vrystelling verleen word; en
 - (d) die tydperk waarin die vrystelling geld.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, agtereenvolgens nommer;
 - (b) 'n kopie van elke sertifikaat wat uitgereik word, bewaar;
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgever stuur.
- (5) Elke werkgever en werknemer moet die bepalings van 'n vrystellingsertifikaat ingevolge hierdie klousule nakom.

(6) Klousules 5 (1), 6, 9 en 17 van hierdie Ooreenkoms is nie van toepassing nie op senior bestuurs-, professionele, tegniese en administratiewe personeel en voormanne wat gereeld 'n besoldiging van minstens R69,23 per week, R300 per maand of R3 600 per jaar ontvang.

21. FONDSE VAN DIE RAAD

Die fondse van die Raad, wat berus by en geadminestreer word deur die Raad, 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 3c per week van die loon van sy werknemers aftrek.
- (2) Die totale bedrag wat aldus afgetrek word, tesame met 'n bedrag van 3c per werknemer wat die werkgever moet bydra, moet elke maand 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 opgawe 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 kan 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 die onverstreke tydperk van hierdie Ooreenkoms.

23. AANSTELLING VAN AGENTE

Die Raad moet een of meer bepaalde persone as agente aanstel om hom behulpzaam te wees met die uitvoering van hierdie Ooreenkoms. Dit is elke werkgever en elke werknemer se plig om sodanige agent ooreenkomstig 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 dien verstande dat 'n agent 'n kwitansie moet uitreik vir alle boeke en/of dokumente waarop hy beslag lê.

24. VAKVERENIGINGVERTEENWOORDIGERS

- (1) Vakverenigingverteenvoordigers en hul sekondusse in die Raad moet fasiliteite verleen word om hul pligte in verband met die Raad na te kom.
- (2) Beamptes van die werknemersvereniging wat deur die Vakvereniging in die Raad skriftelik gemagtig word, moet by die werkgevers aansoek doen om verlof om hul persele te betree op tye wat vir die werkgever aanneemlik is, met die doel om onderhoude met lede te voer oor vakverenigingsake en/of om kennisgewings deur die Vakvereniging uitgereik te versprei of op te plak, en sodanige verlof mag nie geweier word nie indien die aansoek na die mening van die Raad nie onredelik is nie.

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2), 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 the 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 R69,23 per week; R300 per month or R3 600 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, every employer shall deduct from the wages of his employees an amount of 3c per week.
- (2) The total amount so deducted, together with an amount of 3c 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) Every 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 operation 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

- (1) Trade union representatives and their alternates on the Council are to be given facilities to attend to their duties in connection with the Council.
- (2) Officials of the employees' union, authorised by the union and the council in writing, shall make application to employers for permission to enter their premises during times acceptable to the employer, for the purpose of interviewing members on trade union matters and/or distributing or posting notices issued by the union, and such permission shall not be withheld if the application is, in the opinion of the Council, not unreasonable.

25. TENTOONSTELLING VAN OOREENKOMS EN KENNISGEWINGS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in beide amptelike tale, en die kennisgewings wat ingevolge artikel 58 (1) van die Wet vereis word, in die vorm voorgeskryf in die regulasies kragtens die Wet, op sy perseel (wat ontvangs-depots insluit) vertoon hou op 'n plek waartoe sy werknemers gereedelik toegang het.

Namens die partye op hede die 14de dag van November 1974, in Durban onderteken.

L. H. MARSHALL, Voorsitter van die Raad.

E. B. SALMON, Ondervoorsitter van die Raad.

HAROLD LEVIN, Sekretaris van die Raad.

(In tweevoud)

No.

AANHANGSEL A

NYWERHEIDSRaad VIR DIE WASSERY-, DROOGSKOON-
MAAK- EN KLEURNYWERHEID (NATAL)

MAGTIGING EN AANSOEK OM REGISTRASIE
(SIEKTEBYSTANDS-/VOORSORGFONDS)

[Moet ingevul word ooreenkomstig klousules 5 (6) (j) en 17 (6) van die Hoof-ooreenkoms]

Opmerking.—Hierdie vorm moet ingevul word deur elke werknemer by diensaanvaarding en binne sewe dae na die einde van die maand waarin die werknemer in diens geneem word by die Raad ingedien word.

Naam van werknemer voluit.....

Woonadres van werknemer.....

Naam van werkgewer.....

Datum van indiensneming..... Beroep.....

Loon..... Persoonsnommer of identiteits-

nommer..... Geboortedatum/Ouderdom by

benadering.....

Werknemer se vorige siektebystands-/voorsorgfondsnommer (indien

daar is).....

Ek, die ondergetekende, benoem hierby as my bevoordeelde in die geval van my dood (naam van bevoordeelde).....

(adres van bevoordeelde).....

en ek vrywaar die Bestuurskomitee van die Voorsorgfonds hierby teen

enige eis wat ingestel word deur die verteenwoordiger van my bestorwe

boedel of deur enige ander persoon hoe ook al om betaling van enige

bystand uit genoemde Fonds. Indien voornoemde bevoordeelde voor

my te sterwe kom, verleen ek hierby magtiging dat betaling volgens die

volstrekke goedvinde van die Bestuurskomitee gedoen moet word aan

die afhanklikes hieronder gelys.

Naam	Afhanklike se verwantskap	Adres	Persoonsnommer of identiteitsnommer
.....			
.....			
.....			
.....			

Ingeval ek in aanmerking kom vir lidmaatskap van die Laundry, Dry-cleaning and Dyeing Employees' Union (Natal), magtig ek my werkgewer hierby om, tot tyd en wyl ek hom anders skriftelik meedeel, die nodige bedrae van die weeklikse ledegeld wat ooreenkomstig klousule 5 (6) (j) van die Hoof-ooreenkoms vir hierdie Nywerheid aan die Vakvereniging verskuldig is, af te trek.

Gedateer te..... op hede die..... dag van..... 19....

As getuies:

1.

2.

Handtekening van bydraer
(of sy/haar merk)

SLEGS VIR KANTOORGEBRUIK

Naam van aansoeker.....

Werkgewer.....

Aansoek se Voorsorg-/Siektebystandfondsnommer.....

U registrasie/benoeming van bevoordeelde gedateer word hierby erken.

Datum..... vir Nywerheidsraad

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 58 (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 14th day of November 1974.

L. H. MARSHALL, Chairman of the Council.

E. B. SALMON, Vice-Chairman of the Council.

HAROLD LEVIN, Secretary of the Council.

(In duplicate)

No.

ANNEXURE A

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

AUTHORISATION AND APPLICATION FOR REGISTRATION
(SICK/PROVIDENT FUNDS)

[To be completed in terms of clauses 5 (6) (j) and 17 (6) of the Main Agreement]

Note.—To be completed by every employee on commencement of service and lodged with the Council within seven days after the end of the month during which the employee is engaged.

Full name of employee.....

Home address of employee.....

Name of employer.....

Date of engagement..... Occupation.....

Wage..... Identity number.....

Date of birth/approximate age.....

Employee's previous sick benefit provident fund number (if any).....

I, the undersigned, hereby appoint as my beneficiary in the event of my death (name of beneficiary).....
(address of beneficiary).....

and I hereby indemnify the Management Committee of the Provident Funds against any claim made by the representative of my deceased estate or by any other person whatsoever for payment of any benefits from the said Fund. In the event of the aforesaid beneficiary predeceasing me then I authorise that payment be made to the dependants listed below at the absolute discretion of the Management Committee.

Name	Dependant's relationship	Address	Identity number
.....			
.....			
.....			
.....			

In the event of my being eligible for membership of the Laundry, Dry-cleaning and Dyeing Employees' Union (Natal), I hereby authorise my employer to make the necessary deductions of the weekly subscriptions due to the Union in terms of clause 5 (6) (j) of the Main Agreement for this Industry, until otherwise advised in writing.

Dated at..... this day of..... 19....

As witnesses:

1.

2.

Signature of contributor
(or his/her mark)

FOR OFFICE USE ONLY

Name of applicant.....

Employer.....

Applicant's Provident/Sick Benefit Fund Number.....

Your registration/appointment of beneficiary dated..... is hereby acknowledged.

Date..... for Industrial Council

No. R. 167 31 Januarie 1975
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

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

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Wassery-, Droogskoonmaak- en Kleurnywerheid, gepubliseer by Goewermetskennisgewing R. 166 van 31 Januarie 1975, oor die algemeen vir werknemers wie se werkkure en besoldiging ten opsigte van oortydwerk, 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. 168 31 Januarie 1975
WET OP NYWERHEIDSVERSOENING, 1956

WASSERY-, DROOGSKOONMAAK- EN KLEUR-
NYWERHEID (NATAL). — INTREKKING VAN
GOEWERMETSKENNISGEWINGS

Ek, Marais Viljoen, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermetskennisgewings R. 623 en R. 626 van 24 April 1970 en R. 805 van 12 Mei 1972 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

M. VILJOEN, Minister van Arbeid.

No. R. 169 31 Januarie 1975
WET OP NYWERHEIDSVERSOENING, 1956

WASSERY-, DROOGSKOONMAAK- EN KLEUR-
NYWERHEID (NATAL). — SIEKTEBYSTANDS-
FONDSOORENKOMS

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 Kleurnywerheid betrekking het, met ingang van 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 (1) (a), 2 en 14, met ingang van 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 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 gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 14, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms

No. R. 167 31 January 1975
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

LAUNDRY, CLEANING AND DYEING INDUSTRY
(NATAL)

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Laundry, Cleaning and Dyeing Industry, published under Government Notice R. 166 of 31 January 1975, 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. 168 31 January 1975
INDUSTRIAL CONCILIATION ACT, 1956

LAUNDRY, CLEANING AND DYEING INDUSTRY
(NATAL).—CANCELLATION OF GOVERNMENT
NOTICES

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 623 and R. 626 of 24 April 1970 and R. 805 of 12 May 1972, with effect from the second Monday after the date of publication of this notice.

M. VILJOEN, Minister of Labour.

No. R. 169 31 January 1975
INDUSTRIAL CONCILIATION ACT, 1956

LAUNDRY, CLEANING AND DYEING INDUSTRY
(NATAL).—SICK BENEFIT FUND 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, with effect 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 (1) (a), 2 and 14, shall be binding, with effect 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 areas specified in clause 1 (1) (b) of the Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the Agreement and with effect 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 (1) (a), 2 and 14, shall

mutatis mutandis bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE WASSERY-, DROOGSKOON-MAAK- EN KLEURNYWERHEID (NATAL)

SIEKTEBYSTANDSFONDSOOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Natal Laundry, Cleaners' and Dyers' Association

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

Laundry, Dry-cleaning and Dyeing Employees' Union (Natal) (hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Wassery-, Droogskoonmaak- en Kleurbedryf (Natal) nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is, wat betrokke of werksaam is daarin;

(b) in die landdrostdistrikte Durban (uitgesonderd daardie gedeelte wat vóór die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrostdistrik Umlazi geval het), Pinetown en Inanda (uitgesonderd die gebiede wat buite 'n straal van 24,14 km vanaf die Hoofposkantoor, Durban, val).

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing ten opsigte van werknemers vir wie lone voorgeskryf word in 'n Hoofooreenkoms van die Raad wat kragtens die Wet bindend verklaar is, en wat 'n loon van hoogstens R69,23 per week; R300 per maand of R3 600 per jaar ontvang.

2. GELDIGHEDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet; en tensy onbestaanbaar met die samehang, het uitdrukkings wat reeds omskryf is in 'n ooreenkoms van die Raad waarin minimum lone voorgeskryf word, en wat kragtens die Wet bindend verklaar is, dieselfde betekenis in hierdie Ooreenkoms. 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 vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"los werker" 'n werknemer wat hoogstens drie dae in 'n bepaalde week by dieselfde werkgewer in diens was: Met dien verstande dat 'n werknemer wat aldus vir meer as vier agtereenvolgende weke in diens was, nie geag word 'n los werknemer te wees nie;

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

"Hofooreenkoms" die Ooreenkoms waarin lone vir werknemers in die Nywerheid voorgeskryf word en ingevolge artikel 48 van die Wet gepubliseer is;

"Bestuurskomitee" of "Komitee" die Komitee wat aangestel word om die Fonds ooreenkomstig klousule 4 van hierdie Ooreenkoms te administreer;

"Wassery-, Droogskoonmaak- en Kleurnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid wat uitgeoefen word in bedryfsinrigtings waar artikels volgens die bestelling van klante gewas en gestryk, droogskoongemaak of gekleur word, en omvat dit depots en/of voertuie waar sodanige artikels ontvang word om volgens die bestelling van klante gewas en gestryk, droogskoongemaak of gekleur te word;

"afhanklike" 'n lid se eggenoot/eggenote en/of 'n lid se kinders onder die leeftyd van 18 jaar wat geheel en al van die lid afhanklik is;

mutatis mutandis be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

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

SICK BENEFIT FUND 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 referred to as the "employers" or "employers' organisation"), of the one part, and the

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

(hereinafter referred to as 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

(1) The terms of this Agreement shall be observed in the Laundry, Cleaning and Dyeing Industry (Natal)—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged or employed therein;

(b) in the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Pinetown and Inanda (excluding the areas falling outside a 24,14 km radius from the General Post Office, Durban).

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in any main agreement of the Council which has been declared binding under the Act and who are in receipt of a wage not exceeding R69,23 per week; R300 per month or R3 600 per annum.

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

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

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

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

"Main Agreement" means the Agreement in which wages are prescribed for employees in the Industry and published in terms of section 48 of the Act;

"Management Committee" or "Committee" means the Committee appointed to administer the Fund in accordance with the provisions of clause 4 of this Agreement;

"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;

"dependant" means a member's spouse and/or a member's children under the age of 18 years who are wholly dependent on the member;

"loon" daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaal moet word ten opsigte van sy gewone werke wat in klousule 6 voorgeskryf en in klousule 4 van die Hoofdooreenkoms vasgestel word, of dié hoër bedrag wat 'n werkgever gereeld aan 'n werknemer ten opsigte van sy gewone werke betaal, met inbegrip van alle gereelde spesiale betalings, afgesien van wat dit genoem word, maar uitgesonderd 'n wisselende aansporingsbetaling waarvoor daar in klousule 11 (b) van die Hoofdooreenkoms voorsiening gemaak word.

4. ADMINISTRASIE

(1) Die Fonds bekend as die "Natale Siektebystandfonds vir die Wassery-, Droogskoonmaak- en Kleurnywerheid" (hierna "die Fonds" genoem), ingestel ingevolge klousule 4 van die Ooreenkoms gepubliseer by Goewermentskenningsgewing R. 1867 van 25 November 1966, word hierby voortgesit.

(2) Die Fonds word gefinansier uit bydraes waarvan daar in klousule 7 van hierdie Ooreenkoms melding gemaak word.

(3) (a) Die sake van die Fonds en betaling van bystand daaruit word geadminestreer deur 'n Bestuurskomitee wat deur die Raad aangestel word en bestaan uit die Voorsitter en die Ondervoorsitter van die Raad, plus twee verteenwoordigers van die werkgewers in die Raad en twee verteenwoordigers van die werknemers in die Raad, wat onderskeidelik of verteenwoordigers of sekondusse van sodanige werkgewers en werknemers mag wees.

(b) Die Voorsitter en Ondervoorsitter van die Raad beklee hierdie poste ook in die Bestuurskomitee.

(c) Ingeval 'n lid van die Bestuurskomitee om een of ander rede ophou om 'n lid van die Raad te wees, hou hy behoudens klousule 12 (2) ook op om 'n lid van die Komitee te wees.

(d) Behoudens klousule 12 (2) en paragrawe (a) en (b) van hierdie subklousule, moet 'n vakature wat in die Komitee voorkom, deur die Raad gevul word.

(4) Behoudens die Wet en hierdie Ooreenkoms, wanneer die Bestuurskomitee onseker is oor hoe die Fonds geadminestreer moet word, moet die Fonds beheer word volgens dieselfde konstitusie as wat die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurnywerheid (Natal) aangeneem het.

(5) Indien daar te eniger tyd 'n geskil oor die administrasie van die Fonds sou ontstaan waarvoor daar 'n staking van stemme in die Bestuurskomitee is, moet die saak na die Raad verwys word, en indien die Raad in gebreke bly om die saak op te los, moet laasgenoemde oorweeg of die saak ingevolge sy Konstitusie deur arbitrasie opgelos kan word.

(6) Die Fonds mag geadminestreer word deur die Nywerheidsraad of dié ander liggaam of persoon wat die Bestuurskomitee mag aanstel.

5. DOELSTELLINGS

Die doelstellings van die Fonds is—

(a) om fondse in te samel deur middel van bydraes van werknemers en werkgewers ooreenkomstig klousule 7 van hierdie Ooreenkoms; en

(b) om dié bystand wat in hierdie Ooreenkoms voorgeskryf word aan lede van die Fonds te verskaf.

6. LIDMAATSKAP VAN DIE FONDS

Elke werknemer wat in die Nywerheid werksaam is en vir wie die Hoofdooreenkoms bindend is, is 'n lid van hierdie Fonds: Met dien verstande dat los werknemers en werknemers wat 'n hoër loon ontvang as die beperkings in klousule 1 (2) van hierdie Ooreenkoms vervat, nie vir lidmaatskap in aanmerking kom nie; behalwe dat 'n werknemer wat 'n lid van die Fonds was en wie se gereelde loon verhoog is sodat dit hoër is as hierdie beperking, vir die duur van hierdie Ooreenkoms lid van die Fonds bly.

7. BYDRAES

(1) Vir die doel van die Fonds moet elke werkgever op elke betaaldag van die loon van elke werknemer vir wie hierdie Ooreenkoms bindend is en wat in enige bepaalde week gewerk het, die volgende aftrek:

(a) Van elke werknemer wie se loon minder as R20 per week is: 12c per week;

(b) van elke werknemer wie se loon R20 of meer per week is: 17c per week.

(2) Die bedrae moet afgetrek word van betalings wat 'n werknemer ontvang ten opsigte van verlof tydperke met besoldiging en vakansiedae met besoldiging, asof die betrokke werknemer op die gewone manier by die werk was.

(3) Die totale bedrag wat aldus ten opsigte van werknemers afgetrek word, tesame met 'n bedrag wat daaraan gelyk is en deur die werkgever bygedra moet word, moet elke maand voor of op die sewende dag van die eersvolgende maand deur laasgenoemde aan die Sekretaris van die Fonds gestuur word tesame met 'n opgaaf wat die getal werknemers aantoon ten opsigte van wie aftrekkings gedoen is of moes word, en die name van werknemers wat sedert die datum van die laaste maandelikse opgaaf ontslaan of in diens geneem is, en ook enige ander inligting wat die Bestuurskomitee mag vereis.

"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 of the Main Agreement, 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, excluding any variable incentive payment provided for in clause 11 (b) of the Main Agreement.

4. ADMINISTRATION

(1) The Fund known as the "Natal Laundry, Cleaning and Dyeing Industry Sick Benefit Fund" (hereinafter referred to as the "Fund"), established in terms of clause 4 of the Agreement published under Government Notice R. 1867 of 25 November 1966, is hereby continued.

(2) The Fund shall be financed out of contributions referred to in clause 7 of this Agreement.

(3) (a) The affairs of the Fund and payment of benefits therefrom shall be administered by a Management Committee appointed by the Council and consisting of the Chairman and the Vice-Chairman of the Council, plus two representatives of the employers on the Council and two representatives of the employees thereon, who may be either principal representatives or alternates of such employers and employees, respectively.

(b) The Chairman and Vice-Chairman of the Council shall occupy these posts also on the Management Committee.

(c) In the event of any member of the Management Committee ceasing to be a member of the Council for any reason, he shall, subject to the provisions of clause 12 (2), also cease to be a member of the Committee.

(d) Subject to the provisions of clause 12 (2) and of paragraphs (a) and (b) of this subclause, any vacancy which may occur in the Committee shall be filled by the Council.

(4) Subject to the provisions of the Act and of this Agreement, where the Management Committee is in doubt regarding the administration of the Fund, the Fund shall be governed by the same Constitution as adopted by the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Natal).

(5) Should at any time a dispute arise as to the administration of the Fund in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council, and failing a settlement by the Council the latter shall consider the question of arbitration in terms of its Constitution.

(6) The Fund may be administered by the Industrial Council or such other body or person as shall be appointed by the Management Committee.

5. OBJECTS

The objects of the Fund shall be—

(a) to raise funds by contributions from employees and employers as provided in clause 7 of this Agreement; and
(b) to provide members of the Fund with such benefits as are laid down in this Agreement.

6. MEMBERSHIP OF THE FUND

Every employee who is employed in the Industry and upon whom the Main Agreement is binding shall be a member of this Fund: Provided that casual employees and employees in receipt of a wage exceeding the limitations contained in clause 1 (2) of this Agreement shall not be eligible for membership; save that an employee who has been a member of the Fund and whose regular wage has increased to exceed this limitation shall remain a member of the Fund for the duration of this Agreement.

7. CONTRIBUTIONS

(1) For the purposes of the Fund every employer shall on each pay-day deduct from the wages of each employee upon whom this Agreement is binding and who has worked in any week, the following:

(a) From each employee whose wage is less than R20 per week: 12c per week;

(b) From each employee whose wage is R20 or more per week: 17c per week.

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

(3) The total amount so deducted from employees, together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Fund each month by the seventh day of the following month, together with a statement showing the number of employees from whom deductions were made or required to be made, and the names of employees discharged or engaged since the date of the last monthly return, together with such other information as may be required by the Management Committee.

(4) Die eerste opgawe wat werkgewers moet indien, moet versamel gaan van 'n lys wat die volle name van alle werknemers aantoon, wat vir lidmaatskap in aanmerking kom, asook adresse, persoonsnommer/identiteitsnommer, wat vir die Bestuurskomitee aanvaarbaar is, onderskeie lône, datum van indiensneming en/of dié ander inligting wat die Bestuurskomitee mag vereis.

8. BYSTAND

Behoudens die beperkings en voorwaardes in klousule 9 gemeld en met dien verstande dat die werknemer sy werkgewer binne drie dae ná die begin van elke siekteverloftydperk in kennis stel van die rede vir sy afwesigheid en binne sewe dae ná die begin van sodanige verloftydperk die werkgewer voorsien van 'n sertifikaat onderteken deur 'n geregistreerde mediese praktisyn wat die aard en duur van die werknemer se ongeskiktheid bevestig, is lede op die volgende bystand geregtig:

(1) Die minimum bystand in die geval van 'n werknemer wat ingevolge klousule 7 van hierdie Ooreenkoms minstens 13 agtereenvolgende weeklikse bedrae aan die Fonds betaal het, en wat weens siekte nie in staat is om te werk nie, is soos volg:

(a) Wanneer hy 'n mediese sertifikaat voorlê wat vir die Bestuurskomitee aanvaarbaar is, moet hy ten opsigte van die werktydperk wat hy verbeur het, siektebystand betaal word wat bereken word teen twee derdes van sy weekloon: Met dien verstande dat—

(i) geen werknemer geregtig is op meer as vyf weke se siektebystand in 'n bepaalde jaar nie, bereken soos hierbo;

(ii) die totale siektebystand wat aan enige werknemer betaal word, hoogstens R120 in 'n bepaalde jaar is;

(iii) daar geen siektebystand aan 'n werknemer betaalbaar is nie ten opsigte van die eerste werkdag wat hy afwesig is;

(iv) in die geval van 'n werknemer wat meer as vier ononderbroke weke afwesig is, 'n addisionele mediese sertifikaat voorgelê moet word vir elke agtereenvolgende vier weke ononderbroke afwesigheid;

(b) die Fonds se behoorlik aangestelde dokter(s) moet mediese behandeling gratis verskaf;

(c) medisyne moet volgens die voorskrifte van die Fonds se behoorlik aangestelde dokter(s) of van aptekers wat deur die Bestuurskomitee aangestel of goedgekeur is, verskaf word tot 'n maksimum bedrag van R12 in 'n bepaalde kalenderjaar: Met dien verstande dat die Fonds nie aanspreeklik is nie vir die eerste 20c van die totale koste van elke voorskrif wat deur die dokter gegee is.

(2) Die volgende addisionele bystand mag na goedvinde van die Bestuurskomitee, en in die mate wat, die Bestuurskomitee van tyd tot tyd mag bepaal, uit die Fonds toegestaan word:

(a) Die koste van gelde wat lede betaal vir dienste wat die buitewereldafdeling van 'n hospitaal of kliniek van die Natalse Provinsiale Administrasie aan hulle lewer, asook oog- en/of tandheelkundige behandeling;

(b) betalings aan die weduwee en/of afhanklikes van 'n lid wat gesterf het terwyl hy in die Nywerheid werksaam was, en wat minstens 12 maande lank tot die Fonds bygedra het;

(c) uitbreiding van bystand na 'n bydraer wat weens ouderdom of swak gesondheid nie meer in staat is om aktief in die Nywerheid te werk nie, en wel op sodanige voorwaardes as wat die Bestuurskomitee dienstig ag;

(d) oogkundige behandeling—

(i) ondersoek deur die behoorlik aangestelde spesialis teen 'n koste van R2 vir die lid wat ten tyde van die ondersoek aan die spesialis betaal moet word;

(ii) 'n bril van die behoorlik aangestelde brilmaker waarvoor die Fonds 'n maksimum van R9 betaal en die balans van die koste van die bril die aanspreeklikheid van die lid is.

(3) Ondanks subklousules (1) en (2) van hierdie klousule kan die Bestuurskomitee indien die geld van die Fonds dit na sy mening regverdig, die minimum bystand wat daarin gemeld word, uitbrei of verhoog, of enige van die kwalifiserende voorwaardes verslap; en gemelde Komitee is daarop geregtig om na goedvinde hierdie bevoegdhede ten opsigte van 'n individuele lid of 'n gedeelte van die lede of al die lede uit te oefen.

9. BEPERKING VAN BYSTAND EN IDENTIFIKASIE-KAARTE

(1) Lede mag nie bystand uit die Fonds ontvang nie, indien hulle, ten opsigte van dieselfde ongesteldheid, bystand ingevolge die Ongevallewet, 1941, ontvang het of daarop geregtig is om dit te ontvang.

(2) 'n Lid wat vir 'n tydperk van ses agtereenvolgende maande of langer weens siekte en/of ander redes uit sy werk afwesig was, kan nie nog op die Fonds aanspraak maak nie: Met dien verstande dat, wanneer hy weer in die Nywerheid begin werk, sodanige lid vir alle doeleindes as 'n nuwe lid van die Fonds geag moet word.

(4) The first return required to be lodged by employers shall be accompanied by a list reflecting full names of all eligible employees, addresses, identification number acceptable to the Management Committee, respective rates of pay, date of engagement and/or such other information as may be required by the Management Committee.

8. BENEFITS

Subject to the limitations and conditions set out in clause 9, and provided that the employee notifies his employer within three days of the commencement of each period of sick 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, members shall be entitled to the following benefits:

(1) The minimum benefits shall be in the case of an employee who has made not less than 13 consecutive weekly payments to the Fund in terms of clause 7 of this Agreement, and who, because of sickness is unable to work:

(a) On the production of a medical certificate acceptable to the Management Committee, he shall be paid for the period of working time lost by him, sick pay calculated at the rate of two-thirds of his wage per week: Provided that—

(i) no employee shall be entitled to more than five weeks' sick pay, calculated as above, in any one year;

(ii) the total sick pay paid to any one employee shall not exceed R120 in any one year;

(iii) sick pay shall not be payable to any employee for the first working day's absence;

(iv) in the event of any employee being absent for more than four continuous weeks, an additional medical certificate shall be produced for each successive four weeks of continuous absence;

(b) free medical attention shall be provided by the Fund's duly appointed doctor(s);

(c) free medicine shall be provided on prescriptions from the Fund's duly appointed doctor(s) or from chemists appointed or approved by the Management Committee, up to a maximum amount of R12 in any calendar year: Provided that the Fund shall not be liable for the first 20c of the total cost of each prescription given by the doctor.

(2) The following additional benefits may be granted by the Fund in the discretion of the Management Committee and to an extent as may be determined by the Management Committee from time to time:

(a) The cost of fees paid by members for any services rendered to them in the outpatient's department of any hospital or clinic of the Natal Provincial Administration; optical and/or dental treatment;

(b) payments to widows and/or dependants of a member who has died while employed in the Industry, and who has been a contributor to the Fund for at least 12 months;

(c) extension of benefits to a contributor who has been forced to retire from active employment owing to old age or ill-health, on such conditions as the Management Committee may deem fit;

(d) optical—

(i) examination by the duly appointed specialist at a charge of R2 to the member, paid to the specialist at the time of examination;

(ii) glasses from the duly appointed optical dispensary for which the Fund shall pay a maximum of R9, the balance of the cost thereof being the liability of the member.

(3) Notwithstanding the provisions of subclauses (1) and (2) of this clause, the Management Committee may, if in its opinion the resources of the Fund justify it, extend or increase the minimum benefits therein set out, or relax any of the qualifying conditions; the said Committee being entitled to exercise such discretion in respect of any individual member or any portion of the membership or of all the members.

9. LIMITATION OF BENEFITS AND IDENTIFICATION CARDS

(1) Members shall not receive from the Fund any benefits if they have, in respect of the same indisposition, received or are entitled to receive benefits in terms of the Workmen's Compensation Act, 1941.

(2) A member who has been off work for a period of six consecutive months or more, because of sickness and/or other reasons, shall have no further claim upon the Fund: Provided that on resuming work in the Industry such member shall be regarded as a new member of the Fund for all purposes.

(3) Mediese behandeling en diens sluit nie kraamgevalle, groot operasies, X-straalondersoek, X-straalbehandeling, kraambehandeling, elektriese behandeling en narkose in nie. Met dien verstande dat ingeval van 'n miskraam, die by die bystand wat die Fonds verleen, ingesluit moet word.

(4) Geen siektebystand is betaalbaar aan 'n lid wat werkloos is nie.

(5) 'n Lid wat na die mening van die Bestuurskomitee siekword as gevolg van wangedrag, oormatige gebruik van sterk drank, verslaaftheid aan verdowingsmiddels, veneriese siekte, of weens sy eie nalatigheid, is nie weens sodanige siekte op bystand (met inbegrip van siektebystand) geregtig nie.

(6) 'n Lid wat voorskrifte laat berei wat nie deur 'n goedgekeurde of aangestelde mediese beampte van die Fonds uitgereik en nie verskaf is deur sodanige beampte of deur aptekers wat deur die Bestuurskomitee aangestel of goedgekeur is nie, kan nie ten opsigte van sodanige voorskrifte by die Fonds eise instel nie.

(7) Die Fonds is nie verantwoordelik vir hospitaal-, verpleeg- inrigting- of operasiegelde nie, en ook nie vir die betaling van rekenings wat ingedien word deur praktisyns wat nie deur die Fonds aangestel is nie.

(8) 'n Eis om siektebystand is slegs geldig indien dit binne 60 dae na die datum van voltooiing van die tydperk van afwesigheid van werk waarop die eis betrekking het, by die Fonds ingedien is, tensy die Bestuurskomitee daartoe instem om 'n verlenging van hierdie tydseperking toe te staan.

(9) Die maksimum bedrag vir gratis medisyne per werknemer mag hoogstens R12 in enige bepaalde kalenderjaar bedra.

(10) Die maksimum bedrag vir siektebystand per werknemer moet ingevolge klousule 8 (1) (a) hoogstens dié wees wat vir vyf weke teen twee derdes van sy gewone weekloon betaalbaar is of R120 in enige bepaalde kalenderjaar, naamlik die kleinste bedrag.

(11) Die Bestuurskomitee moet 'n identifikasiekaart gedruk in die vorm wat hy van tyd tot tyd mag gelas, aan elke lid verskaf. Die werkgewer moet sodanige kaarte kwartaaliks endosseer en 'n mediese beampte, apteker en werkgewer moet dit invul ten opsigte van onderskeidelik konsultasie, bystand ten opsigte van medisyne en siektebystand.

Ondanks andersluidende bepalings in die Ooreenkoms, is 'n lid nie op mediese of aptekersbystand geregtig nie, tensy hy in besit is van 'n identifikasiekaart wat behoort ingevolge hierdie subklousule geteken en ingevul is, en dit aan die mediese beampte of apteker voorlê wat deur die Bestuurskomitee aangestel is, en geen mediese beampte of apteker mag ingevolge hierdie Ooreenkoms 'n persoon wat voorgee om 'n lid te wees, mediese behandeling of aptekersgoedere aan hom verskaf nie, tensy sodanige persoon ooreenkomstig hierdie subklousule 'n identifikasiekaart aan sodanige mediese beampte of apteker voorlê.

(12) Ingeval 'n lid sy identifikasiekaart verloor, moet hy by die Bestuurskomitee aansoek doen dat 'n duplikaatkaart aan hom uitgereik word teen betaling van 'n bedrag van hoogstens 10c soos die Bestuurskomitee mag bepaal.

(13) Wanneer 'n lid sy werkgewer se diens verlaat, moet hy sy identifikasiekaart aan sy werkgewer oorhandig, en die werkgewer moet dit aan die Bestuurskomitee stuur.

10. WYSIGING

Ondanks klousule 9 mag die Bestuurskomitee, indien die middele van die Fonds dit na sy mening regverdig, en behoudens klousule 11 (1) van hierdie Ooreenkoms, by wyse van 'n besluit, vir 'n tydperk wat hy spesifiseer of tot tyd en wyl 'n verdere besluit geneem word, enigeen van die kwalifiserende voorwaardes verslap of enigeen van die verbodsbepalings, beperkings of inkortings in klousule 9 vervat, uitgesonderd dié in klousule 9 (1) en (5) bedoel, ter syde stel of wysig, en in die tydperk waarin sodanige besluit van krag is, is alle lede wat ingevolge daarvan daarvoor kwalifiseer, geregtig op bystand ingevolge sodanige tersydestellings of wysigings.

11. FINANSIËLE BEHEER

(1) Betaling van bystand soos in klousule 8 van hierdie Ooreenkoms gemeld, moet opgeskort word wanneer die kontantmiddele van die Fonds onder R1 500 (eenduisend vyfhonderd rand) daal ingeval dit nodig is om bystand op te skort, moet die Sekretaris die mediese beamptes en aptekers daarvan in kennis stel en hy moet hulle ook weer in kennis stel wanneer die betaling van bystand hervat word.

(2) (a) Die Sekretaris van die Fonds moet alle geldige bystandansoeke wat hy ontvang gedurende 'n tydperk waarin betaling van bystand ingevolge klousule (1) van hierdie klousule opgeskort is (hieronder die opskorttydperk van bystand genoem), agtereenvolgens nommer in die volgorde waarin hy hulle ontvang het, en hy moet sodanige aansoeke bewaar ten einde ooreenkomstig paragraaf (b) van hierdie subklousule met hulle te behandel.

(3) Medical attention and service shall not include obstetrics, major surgery, X-rays, X-ray treatment, midwifery, electrical treatment and anaesthetics: Provided that treatment in the case of a miscarriage shall be included in the benefits of the Fund.

(4) No sick pay shall be payable to any member who is unemployed.

(5) A member who becomes ill, in the opinion of the Management Committee as a result or by reason of misconduct, excessive indulgence in intoxicating liquors, an addiction to drugs, contracting venereal disease, or by his own negligence, shall not be entitled to any benefits (including sick pay) by reason of such illness.

(6) A member who has prescriptions made up which are not issued by an approved or appointed medical officer of the Fund and not supplied by such officer or by chemists appointed or approved by the Management Committee, shall have no claim upon the Fund in respect of such prescriptions.

(7) The Fund is not responsible for any hospital, nursing home or operation fees, nor for payment of accounts submitted by practitioners not appointed by the Fund.

(8) A claim for sick pay shall only be valid if it has been submitted to the Fund within 60 days from the date of completion of the period of absence from work to which the claim refers, unless the Management Committee agrees to grant an extension of this time limit.

(9) The maximum amount for free medicines per employee shall not exceed R12 in any calendar year.

(10) The maximum amount of sick pay per employee in terms of clause 8 (1) (a) shall not exceed five weeks at the rate of two-thirds of his normal weekly pay, or R120 in any calendar year, whichever is the lesser.

(11) Each member shall be supplied by the Management Committee with an identification card printed in such form as it may form time to time direct. Such cards shall be endorsed by the employer quarterly, and shall be completed by a medical officer, chemist and employer in respect of consultations, medicine benefits and sick pay, respectively.

Notwithstanding anything to the contrary contained in the Agreement, a member shall not be entitled to medical or pharmaceutical benefits unless he is in possession of, and produces to the medical officer or pharmacist appointed by the Management Committee, an identification card duly signed and completed in terms of this subclause, and no medical officer or pharmacist shall provide any person purporting to be a member with medical attention or pharmaceutical products in terms of this Agreement, unless such person produces to such medical officer or pharmacist an identification card as provided in this subclause.

(12) In the event of a member losing his identification card he shall make application to the Management Committee for the issue of a duplicate card on payment of such fee not exceeding 10c as the Committee may determine.

(13) Upon leaving the service of his employer, a member shall surrender to his employer his identification card, which shall be forwarded by the employer to the Management Committee.

10. MODIFICATIONS

Notwithstanding the provisions of clause 9, the Management Committee may, if in its opinion the resources of the Fund justify it and subject to clause 11 (1) of this Agreement, by resolution, for any period specified by it or until further resolution, relax any of the qualifying conditions or waive or modify any of the prohibitions, limitations or restrictions contained in clause 9, other than those referred to in clause 9 (1) and (5) and during the period of operation of any such resolution all members qualifying in terms thereof shall be entitled to the benefits of any such waivers or modifications.

11. FINANCIAL CONTROL

(1) Payment of benefits as set out in clause 8 of this Agreement shall be suspended whenever the cash resources of the Fund fall below R1 500 (one thousand five hundred rand). In the event of it being necessary to suspend benefits, the Secretary shall advise the medical officers and the pharmacists and shall again advise them when the benefits are reinstated.

(2) (a) The Secretary of the Fund shall number consecutively all valid applications for benefits received by him, in the order in which he has received them, during any period while payment of benefits has been suspended in terms of subclause (1) of this clause (hereinafter referred to as the period of suspension of benefits), and shall retain such applications for attention in terms of paragraph (b) of this subclause.

(b) Wanneer betaling van bystand na 'n opskorttydperk van bystand hervat word, soos in subklousule (1) van hierdie klousule vermeld, moet daar by die betaling van die eise voorkeur verleen word aan dié geldige aansoek wat gedurende genoemde tydperk ontvang is, en hierdie aansoek moet betaal word in die numerieke volgorde waarin hulle ontvang is, soos in paragraaf (a) van hierdie subklousule gemeld.

(3) Daar moet 'n bank- of bouverenigingrekening op naam van die Fonds geopen word waarin alle geld gedeponeer moet word wat deur die Fonds ontvang word.

(4) Alle betalings deur die Fonds gedoen, moet per tjek of opvraastrokke getrek word op die bank- of bouverenigingrekening van die Fonds, uitgesonderd uitbetalings uit kleinkas wat hoogstens R2 (twee rand) op 'n keer mag wees. Trekkings vir klein-kasdoeleindes mag hoogstens R10 (tien rand) op 'n keer wees.

(5) Tjeks of opvraastrokke wat op die bank- of bouverenigingrekening of deposito- of beleggingsrekening van die Fonds getrek moet word, moet namens die Fonds deur enige twee van die volgende onderteken word: Voorsitter, Ondervoorsitter en Sekretaris.

(6) Alle geld wat aan die Fonds verskuldig is, moet aan die Sekretaris van die Fonds betaal word sodat dit in die bank- of bouverenigingrekening gedeponeer kan word.

(7) Die Sekretaris van die Fonds het die bevoegdheid om alle tjeks en ander dokumente namens die Fonds te teken sodat dit in die Fondsrekening gedeponeer kan word: Met dien verstande dat hy of die Bestuurskomitee daarop geregtig is om een of meer sekondusse aan te stel wat daarop geregtig is om namens die Fonds alle tjeks en ander dokumente te teken.

(8) Die Bestuurskomitee moet 'n openbare rekenmeester of rekenmeesters aanstel om die rekenings van die Fonds minstens een maal per jaar te ouditeer.

(9) Die openbare rekenmeester of rekenmeesters moet voor of op 31 Maart elke jaar 'n staat opstel of laat opstel wat die volgende aantoon ten opsigte van die tydperk wat op die voorafgaande 31 Desember geëindig het:

(a) Alle geld wat die Fonds ontvang het ingevolge klousule 7 van hierdie Ooreenkoms, en uit ander bronne;

(b) die uitgawes wat onder die afsonderlike hoofde aangegaan is.

(10) Die openbare rekenmeester of rekenmeesters moet ook 'n balansstaat opstel of laat opstel wat die bates en laste van die Fonds soos op die voorafgaande 31 Desember aantoon.

(11) Die geouditeerde staat en balansstaat wat deur die Voorsitter van die Fonds medeonderteken is, tesame met die openbare rekenmeester of rekenmeesters se verslag daaroor, moet daarna by die kantoor van die Fonds ter insae lê en kopieë daarvan moet binne drie maande na 31 Desember elke jaar aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(12) Die Bestuurskomitee moet alle surplusfondse belê soos in artikel 21 (3) van die Wet aangedui.

12. LIKWIDASIE OF ONTBINDING

(1) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede verval, moet die Fonds nog deur die Bestuurskomitee geadministreer word totdat die Fonds gelikwider of by 'n latere ooreenkoms voortgesit word: Met dien verstande dat die Fonds gelikwider moet word volgens die wyse van beëindiging van die Fonds wat in subklousule (2) voorgeskryf word tensy 'n ooreenkoms wat vir die voortsetting daarvan voorsiening maak, binne 'n tydperk van 12 maande na verstryking van hierdie Ooreenkoms aangegaan word.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die Wet bindend is, moet die Bestuurskomitee wat dan bestaan, behoudens die goedkeuring van die Nywerheidsregistrator ooreenkomstig die eerste voorbehoedsbepaling van artikel 34 (2) van die Wet, voortgaan om die Fonds te administreer, en bystand te verskaf uit die geld wat op sodanige datum in die krediet van die Fonds staan tot tyd en wyl sodanige geld uitgeput is. Die lede van die Komitee wat op daardie datum bestaan, word vir sodanige doel geag lede daarvan te wees: Met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Registrator uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul kan word ten einde te verseker dat die getal werkgewers- en werknemersvertegenwoordigers in die Komitee ewe groot is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrator ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die Komitee.

(b) Whenever payment of benefits has been resumed after a period of suspension of benefits, as set out in subclause (1) of this clause, priority of payment of claims shall be given to those valid applications which were received during the said period, and the said applications shall be met in the numerical order in which they were received, as referred to in paragraph (a) of this subclause.

(3) A banking account or building society account shall be opened in the name of the Fund in which all moneys received by the Fund shall be deposited.

(4) All payments by the Fund shall be made by cheque or withdrawal form drawn on the banking account or building society account of the Fund, except for disbursements from petty cash which shall not exceed R2 (two rand) at a time. Withdrawals for petty cash purposes shall not exceed R10 (ten rand) at a time.

(5) Cheques or withdrawal forms required to be drawn on the banking or building society or any deposit or investment accounts of the Fund shall be signed on behalf of the Fund by any two of the following: Chairman, Vice-Chairman and Secretary.

(6) All moneys due to the Fund shall be remitted to the Secretary of the Fund for deposit in the Fund's banking or building society account.

(7) The Secretary of the Fund shall have the power to endorse all cheques and other documents on behalf of the Fund for deposit in the Fund account: Provided that he or the Management Committee shall be entitled to appoint one or more alternates who shall be entitled to make such endorsements on behalf of the Fund.

(8) A public accountant or public accountants shall be appointed by the Management Committee for the purpose of auditing the accounts of the Fund at least once every year.

(9) Not later than 31 March in each year, the public accountant or public accountants shall prepare or cause to be prepared a statement showing for the period ended 31 December preceding—

(a) all moneys received by the Fund in terms of clause 7 of this Agreement and from any other sources;

(b) the expenditure incurred under the separate headings.

(10) The public accountant or public accountants shall also prepare or cause to be prepared a balance sheet showing the assets and liabilities of the Fund as at 31 December preceding.

(11) The audited statement and balance sheet, countersigned by the Chairman of the Fund, together with the public accountant's or public accountants' report thereon, shall thereafter lie for inspection at the office of the Fund and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, within three months of 31 December each year.

(12) The Management Committee shall invest any surplus funds as indicated in section 21 (3) of the Act.

12. LIQUIDATION OR DISSOLUTION

(1) In the event of the expiry of this Agreement by effluxion of time or for any other cause, the Fund shall continue to be administered by the Management Committee until the Fund be liquidated or be continued by a subsequent agreement: Provided that the Fund shall be liquidated in the manner for winding up the Fund prescribed in subclause (2), unless an agreement providing for its continuation is entered into within a period of 12 months from the expiry of this Agreement.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the Management Committee at that time shall, subject to the approval of the Industrial Registrar in terms of the first proviso to section 34 (2) of the Act, continue to administer the Fund and provide benefits from the moneys standing to the credit of the Fund as at such date, until such moneys are exhausted. The members of the Committee existing at that date shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representation on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the Committee for such purposes.

(3) By likwidasië of ontbinding van die Fonds ingevolge subklousule (1) of (2) moet die geld wat in die krediet van die Fonds staan nadat alle eise teen die Fonds betaal is, met inbegrip van administrasie-, likwidasië- of ontbindingskoste wat die Fonds in die eerste instansie ten laaste gelê moet word, in die algemene fondse van die Raad gestort word en indien die sake van die Raad reeds gelikwedeer en die bates verdeel is, moet sodanige saldo van die Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

13. VRYWARING

Die lede van die Bestuurskomitee en die amptenare en werknemers van die Fonds is nie vir die skulde en verpligtings van die Fonds aanspreeklik nie en word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat hulle aangaan in die bona fide-uitvoering van hul werksaamhede.

14. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om met die uitvoering van hierdie Ooreenkoms behulpsaam te wees. Dit is elke werkgewer en elke werknemer se plig om sodanige agent of agente ooreenkomstig 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.

15. VRYSTELLING

(1) Die Bestuurskomitee mag aan of ten opsigte van enigeen vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Bestuurskomitee moet ten opsigte van enigeen aan wie daar kragtens subklousule (1) vrystelling verleen is, die voorwaardes vasstel waarop sodanige vrystelling verleen word, en die tydperk waarin sodanige vrystelling van krag is: Met dien verstande dat die Bestuurskomitee na goedvinde nadat die betrokke persoon of persone een week skriftelik kennis gegee is, 'n vrystellingstifikaat mag intrek, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het al dan nie.

(3) Die Sekretaris van die Fonds moet aan elkeen aan wie vrystelling ooreenkomstig hierdie klousule verleen is, 'n sertifikaat uitreik waarin die volgende gemeld word:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Siektebystandsfondsooreenkoms ten opsigte waarvan vrystelling verleen word;
- (c) die voorwaardes wat ingevolge subklousule (2) gestel word en waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarin die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word agtereenvolgens nommer;
- (b) 'n kopie behou van elke sertifikaat wat uitgereik word; en
- (c) waar daar aan 'n werknemer vrystelling verleen word, 'n kopie van die vrystellingstifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings nakom van 'n vrystellingstifikaat wat ingevolge hierdie klousule uitgereik word.

16. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale in die vorm voorgeskryf in die regulasies kragtens die Wet in elkeen van sy bedryfsinrigtings, met onbegrip van ontvangdepots, maar uitgesonderd voertuie, op 'n plek wat vir sy werknemers maklik toeganklik is, vertoon hou.

17. ULTRA VIRES

Indien 'n bevoegde gereghof enige van die bepalings van hierdie Ooreenkoms *ultra vires* verklaar, word die oorblywende bepalings van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly dit van krag vir die onverstreke tydperk van hierdie Ooreenkoms.

18. HOOFOOREENKOMS

Ingeval die Fonds gelikwedeer word, of ophou om te bestaan of nie in staat is om sy doelstellings soos by hierdie Ooreenkoms beoog ten volle te verwesenlik nie, is die bepalings van die Hoofdooreenkoms van die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurnywerheid (Natal) wat dan van krag is, ten opsigte van siekgegeld van toepassing.

Namens die partye op hede die 14de dag van November 1974, in Durban onderteken.

L. H. MARSHALL, Voorsitter van die Raad.

E. B. SALMON, Ondervoorsitter van die Raad.

HAROLD LEVIN, Sekretaris van die Raad.

(3) Upon liquidation or dissolution of the Fund in terms of subclause (1) or (2), the moneys remaining to the credit of the Fund, after the payment of all claims against the Fund, including administration, liquidation or dissolution expenses which shall be a first charge against the Fund, shall be paid into the general funds of the Council and if the affairs of the Council have already been wound up and the assets distributed, such balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

13. INDEMNITY

The members of the Management Committee and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in the bona fide discharge of their duties.

14. AGENTS

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

15. EXEMPTIONS

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

(2) The Management Committee shall fix in respect of any person granted exemption under the provisions of subclause (1), the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Management Committee may, if it deems fit, after one week's notice in writing has been given to the person or persons concerned, withdraw any certificate of exemption whether or not the period for which the exemption was granted has expired.

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

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

(4) The Secretary of the Fund shall—

- (a) number consecutively all certificates issued;
- (b) retain a copy of such certificate issued; and
- (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 any certificate of exemption issued in terms of this clause.

16. EXHIBITION OF AGREEMENT

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

17. ULTRA VIRES

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

18. MAIN AGREEMENT

In the event of the Fund being placed in liquidation or ceasing to exist or being unable to fully carry out its objects as envisaged by this Agreement, the provisions of the main Agreement of the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Natal) then in operation, shall apply in regard to sick pay.

Signed at Durban on behalf of the parties this 14th day of November 1974.

L. H. MARSHALL, Chairman of the Council.

E. B. SALMON, Vice-Chairman of the Council.

HAROLD LEVIN, Secretary of the Council.

No. R. 170

31 Januarie 1975

WET OP WINKELS EN KANTORE, 1964, EN WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941 WASSERY-, DROOGSKOONMAAK- EN KLEUR-NYWERHEID (NATAL).—VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

Ek, Marais Viljoen, Minister van Arbeid, verleen hierby—

(a) kragtens artikel 14 (1) van die Wet op Winkels en Kantore, 1964, vrystelling van die bepalings van artikel 7 van genoemde Wet; en

(b) kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, vrystelling van die bepalings van artikel 21A van genoemde Wet;

aan alle werkgewers wat onderworpe is aan die bepalings van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 169 van 31 Januarie 1975, vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, vir sover dit werknemers betref wat ingevolge genoemde Ooreenkoms op voordele geregtig is.

M. VILJOEN, Minister van Arbeid.

No. R. 171

31 Januarie 1975

WET OP NYWERHEIDSVERSOENING, 1956

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

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 Kleurnywerheid betrekking het, met ingang van 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 (1) (a), 2 en 15, met ingang van 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 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 gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 15, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

No. R. 170

31 January 1975

SHOPS AND OFFICES ACT, 1964, AND FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941 LAUNDRY, CLEANING AND DYEING INDUSTRY (NATAL).—EXEMPTION FROM SICK LEAVE PROVISIONS

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 14 (1) of the Shops and Offices Act, 1964, grant exemption from the provisions of section 7 of the said Act; and

(b) in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, grant exemption from the provisions of section 21A of the said Act;

to all employers who are subject to the provisions of the Agreement published under Government Notice R. 169 of 31 January 1975, for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, in respect of employees who are entitled to benefits in terms of the said Agreement.

M. VILJOEN, Minister of Labour.

No. R. 171

31 January 1975

INDUSTRIAL CONCILIATION ACT, 1956

LAUNDRY, CLEANING AND DYEING INDUSTRY (NATAL).—PROVIDENT FUND 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, with effect 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 (1) (a), 2 and 15, shall be binding, with effect 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 areas specified in clause 1 (1) (b) of the Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that, in the areas specified in clause 1 (1) (b) of the Agreement and with effect 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 (1) (a), 2 and 15, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

BYLAE

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

VOORSORGFONDSOOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Natal Laundry, Cleaners' and Dyers' Association

(hierna die "werkgewer" of "werkgewersorganisasie" genoem), aan die een kant, en die

Laundry, Dry-cleaning and Dyeing Employees' Union (Natal) (hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Wassery, Droogskoonmaak- en Kleurbedryf (Natal), nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is, wat betrokke of werksaam is daarin;

(b) in die landdrostrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrostrik Umlazi geval het), Pinetown en Inanda (uitgesonderd die gebiede wat buite 'n straal van 15 myl vanaf die Hoofpostkantoor, Durban, val).

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) slegs van toepassing ten opsigte van werknemers vir wie lone in die Hofooreenkoms voorgeskryf word en wat 'n loon van hoogstens R69,23 per week; R300 per maand of R3 600 per jaar ontvang;

(b) nie van toepassing nie op 'n werknemer wat op die datum waarop die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 805 van 12 Mei 1972, in werking getree het, of daarna 'n deelnemer aan en lid was van 'n ander voorsorgfonds wat by die Registrateur van Pensioenfondse geregistreer is, welke fonds op genoemde datum bestaan het en waaraan die werkgewer van daardie werknemer op genoemde datum 'n deelnemer was, of op die werkgewer van die werknemer slegs gedurende die tydperk wat die ander fonds in werking bly en beide werkgewer en werknemer daaraan deelneem, indien die bystand van die ander fonds, na die mening van die Raad, oor die algemeen nie minder gunstig is nie as die bystand waarvoor die Raad se Fonds voorsiening maak: Met dien verstande dat 'n fonds wat uitsluitlik voorsiening maak vir die betaling van bystand by afsterwe, vir doeleindes van hierdie Ooreenkoms nie geag word 'n voorsorgfonds te wees nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet; en tensy onbestaanbaar met die samehang, het uitdrukkings wat in die Hofooreenkoms omskryf is dieselfde betekenis in hierdie Ooreenkoms. 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 vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

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

"afhanklike" 'n lid se eggenoot/eggenote en/of 'n lid se kinders onder die leeftyd van 18 jaar wat geheel en al van die lid afhanklik is;

"aanvangsdatum" die datum waarop die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 805 van 12 Mei 1972 in werking getree het, of die eerste dag van die eersvolgende maand na dié waarin 'n werknemer lid van die Fonds word of as lid van die Fonds toegelaat word, naamlik die jongste datum;

"Fonds" die Voorsorgfonds vir die Wassery-, Droogskoonmaak- en Kleurnywerheid (Natal), ingestel by en kragtens hierdie Ooreenkoms;

"Wassery-, Droogskoonmaak- en Kleurnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid wat uitgeoefen word in bedryfsinrigtings waar artikels volgens die bestelling van klante gewas en gestryk, droogskoongemaak of gekleur word, en omvat dit depots en/of voertuie waar sodanige artikels ontvang word om volgens die bestelling van klante gewas en gestryk, droogskoongemaak of gekleur te word;

SCHEDULE

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

PROVIDENT FUND 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 referred to as the "employers" or "employers' organisation"), of the one part, and the

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

(hereinafter referred to as 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

(1) The terms of this Agreement shall be observed in the Laundry, Cleaning and Dyeing Industry (Natal)—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged or employed therein;

(b) in the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968 fell within the Magisterial District of Umlazi), Pinetown and Inanda (excluding the areas falling outside a 24,14 km radius of the General Post Office, Durban).

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall—

(a) only apply in respect of employees for whom wages are prescribed in the Main Agreement and who are in receipt of a wage not exceeding R69,23 per week; R300 per month or R3 600 per annum;

(b) not apply to any employee who at the date of coming into operation of the Agreement published under Government Notice R. 805 dated 12 May 1972 was, or thereafter became a participant in and member of any other provident fund which is registered with the Registrar of Pension Funds, which fund was in existence on the said date and in which the employer of that employee was on the said date a participant or to the employer of such employee during such period only as such other fund continues to operate and both employer and employee participate therein, if, in the opinion of the Council, the benefits of such other fund are, on the whole, not less favourable than the benefits provided for by the Council's Fund: Provided that a fund which provides solely for the payment of benefits on death shall not be deemed to be a provident fund for the purposes of this Agreement.

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

3. DEFINITIONS

Any terms used in this Agreement which are defined in the Act shall have the same meaning as in the Act; and unless inconsistent with the context, terms which are defined in the Main Agreement shall have the same meaning in this Agreement. A reference to an Act shall include any amendment of such Act; and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

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

"dependant" means a member's spouse and/or a member's children under the age of 18 years who are wholly dependent on the member;

"entry date" means the date of coming into operation of the Agreement published under Government Notice R. 805 dated 12 May 1972, or the first day of the month following that in which an employee becomes, or is admitted as a member of the Fund, whichever is the later date;

"Fund" means the Provident Fund for the Laundry, Cleaning and Dyeing Industry (Natal), established by and under this Agreement;

"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;

"Hoofdooreenkoms" die Ooreenkoms waarin lone vir werknemers in die Nywerheid voorgeskryf word en wat ingevolge artikel 48 van die Wet gepubliseer is;

"Bestuurskomitee" of "Komitee" die Komitee wat aangestel word om die Fonds ooreenkomstig klousule 4 van hierdie Ooreenkoms te administreer;

"lid" elke werknemer wat vir minstens een maand ononderbroke in die Nywerheid by dieselfde werkgever in diens was en vir wie lone in die Hoofdooreenkoms voorgeskryf word, uitgesonderd los werknemers en werknemers wat kragtens klousule 1 (2) van die toepassingsbestek van hierdie Ooreenkoms uitgesluit is;

"benoemde" 'n persoon wat deur 'n lid benoem word en aan wie bystand wat sodanige lid ten tye van sy afsterwe toekom, betaal moet word;

"aftreedatum"—

(a) die laaste dag van die maand waartydens 'n lid 65 jaar oud word en uit die diens van die Nywerheid tree;

(b) die laaste dag van die maand waarin 'n lid wat bo 65 jaar oud is sy diens in die Nywerheid beëindig;

(c) die laaste dag van die maand waarin 'n lid, behoudens klousule 8 (1) (c), sy diens in die Nywerheid weens swak gesondheid of permanente liggaamlike ongeskiktheid beëindig;

"aftree-ouderdom" die ouderdom van 65 jaar;

"Reëls" die reëls wat die Raad ingevolge klousule 4 (6) voorskryf;

"Sekretaris" die Sekretaris van die Fonds wat ingevolge klousule 4 (4) aangestel word;

"trustee(s)" die trustee(s) wat ingevolge klousule 13 (2) van hierdie Ooreenkoms aangestel word.

4. ADMINISTRASIE

(1) Die Fonds bekend as die "Voorsorgfonds vir die Wassery-, Droogskoonmaak- en Kleurnywerheid (Natal)", hierna die "Fonds" genoem, word hierby voortgesit.

(2) Die Fonds word gefinansier uit bydraes betaal ingevolge klousule 7 en bestaan ook uit rente afkomstig van die belegging van geld van die Fonds en ander geld wat die Fonds kragtens hierdie Ooreenkoms of om 'n ander rede mag toeval of wat aan die Fonds geskenk mag word.

(3) (a) Die sake van die Fonds en betaling van bystand daaruit word geadministreer deur die Raad of 'n Bestuurskomitee wat deur die Raad aangestel word en bestaan uit die Voorsitter en die Ondervoorsitter van die Raad plus twee verteenwoordigers van die werkgevers in die Raad en twee verteenwoordigers van die werknemers in die Raad, wat onderskeidelik of verteenwoordigers of sekondusse van sodanige werkgevers en werknemers mag wees.

(b) Die Voorsitter en Ondervoorsitter van die Raad beklee hierdie poste ook in die Bestuurskomitee.

(c) Ingeval 'n lid van die Bestuurskomitee om een of ander rede ophou om lid van die Raad te wees, hou hy, behoudens klousule 13 (2), ook op om lid van die Komitee te wees.

(d) Behoudens klousule 13 (2) en paragrawe (a) en (b) van hierdie subklousule, moet 'n vakature wat in die Komitee ontstaan deur die Raad gevul word.

(e) Stemming geskied by wyse van 'n voorstel ingedien en geskondeer deur een van die twee amptelike verteenwoordigers van die werkgevers en een van die twee amptelike verteenwoordigers van die werknemers.

(f) 'n Meerderheid van die lede van die Bestuurskomitee vorm 'n kworum op 'n Komiteevergadering. As 'n verteenwoordiger van 'n vergadering afwesig is en 'n sekondus nie aanwesig is nie, moet die stemkrag van die werkgevers of werknemers, na gelang van die geval, verminder word soos nodig mag wees om gelykheid van die stemkrag te bewaar. Besluite van die Komitee moet deur 'n meerderheidstem beslis word.

(g) Indien daar te eniger tyd 'n geskil oor die administrasie van die Fonds sou ontstaan waaroor daar 'n staking van stemme in die Bestuurskomitee is, moet die saak vir beslissing na die Raad verwys word.

(4) Die Raad moet 'n Sekretaris en personeel aanstel op dié voorwaardes wat hy goed ag en kan sodanige aanstelling wysig.

(5) Die uitgawes aangegaan vir die administrasie van die Fonds kom ten laste van die Fonds.

(6) Behoudens die bepalings van die Wet, het die Raad die bevoegdheid om sy eie huishoudelike prosedureëls vir die Bestuurskomitee voor te skryf, te verander en te wysig en om die reëls betreffende die administrasie van die Fonds op te stel, te verander en te wysig, mits sodanige reëls of 'n wysiging daarvan nie met die bepalings van hierdie Ooreenkoms of met enige ander wetsbepaling onbestaanbaar is nie. Afskrifte van sodanige reëls of wysigings daarvan moet aan die Sekretaris van Arbeid gestuur word.

"Main Agreement" means the Agreement in which wages are prescribed for employees in the Industry and published in terms of section 48 of the Act;

"Management Committee" or "Committee" means the Committee appointed to administer the Fund in accordance with the provisions of clause 4 of this Agreement;

"member" means every employee who has been employed in the Industry continuously by the same employer for not less than one month and for whom wages are prescribed in the Main Agreement, excluding casual employees, employees excluded from the scope of this Agreement by virtue of the provisions of clause 1 (2);

"nominee" means any person appointed by a member and to whom any benefits accruing to such member in the event of his death shall be paid;

"retirement date" shall mean—

(a) the last day of the month in which a member reaches the age of 65 years and retires from service in the Industry;

(b) the last day of the month in which a member who is over the age of 65 years shall terminate his service in the Industry;

(c) the last day of the month in which a member shall terminate his service in the Industry owing to ill-health or permanent disability, subject to the provisions of clause 8 (1) (c);

"retiring age" means the age of 65 years;

"Rules" means the rules prescribed by the Council in terms of clause 4 (6);

"Secretary" means the Secretary of the Fund appointed in terms of clause 4 (4);

"trustee(s)" means the trustee(s) appointed in terms of clause 13 (2) of this Agreement.

4. ADMINISTRATION

(1) The Fund known as the "Natal Laundry, Cleaning and Dyeing Industry Provident Fund" (hereinafter referred to as the "Fund"), is hereby continued.

(2) The Fund shall be financed out of contributions paid in terms of clause 7 and shall also consist of interest derived from investments of any moneys of the Fund and any other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason or which may be donated to the Fund.

(3) (a) The affairs of the Fund and payment of benefits therefrom shall be administered by the Council or by a Management Committee appointed by the Council and consisting of the Chairman and the Vice-Chairman of the Council plus two representatives of the employers on the Council and two representatives of the employees thereon, who may be either principal representatives or alternates of such employers and employees, respectively.

(b) The Chairman and the Vice-Chairman of the Council shall occupy these posts also on the Management Committee.

(c) In the event of any member of the Management Committee ceasing to be a member of the Council for any reason, he shall, subject to the provisions of clause 13 (2), also cease to be a member of the Committee.

(d) Subject to the provisions of clause 13 (2) and of paragraphs (a) and (b) of this subclause, any vacancy which may occur in the Committee shall be filled by the Council.

(e) Voting shall be by way of a resolution moved and seconded by one of the accredited two representatives of the employers and one of the accredited two representatives of the employees.

(f) A majority of the members of the Management Committee shall constitute a quorum at any meeting of the Committee. If any representative is absent from any meeting, and an alternate is not in attendance, the voting power of the employers or employees, as the case may be, shall be reduced as may be necessary to preserve equality of voting power. Decisions of the Committee shall be taken by a majority vote.

(g) Should a dispute arise at any time as to the administration of the Fund in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for a decision.

(4) The Council shall appoint a Secretary and staff on such terms and conditions as it may deem fit and may vary such appointments.

(5) The expenses incurred for the purpose of the administration of the Fund shall be a charge on the Fund.

(6) Subject to the provisions of the Act, the Council shall have the power to prescribe, alter and amend its own internal rules of procedure for the Management Committee and to make, amend and alter the rules governing the administration of the Fund: Provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any other law. Copies of any such rules or amendments thereof shall be transmitted to the Secretary for Labour.

5. DOELSTELLINGS

Die doelstellings van die Fonds is—

- (a) om fondse in te samel deur middel van bydraes van werknemers en werkgewers ooreenkomstig klousule 7 van hierdie Ooreenkoms; en
- (b) om dié bystand wat in hierdie Ooreenkoms voorgeskryf word aan lede van die Fonds te verskaf.

6. LIDMAATSKAP VAN DIE FONDS

(1) 'n Lid van die Fonds wat die aftree-ouderdom bereik het, kan, indien sy werkgewer instem om hom in diens te hou en om bydraes ten opsigte van hom te betaal, verkies om lid van die Fonds te bly en om by te dra.

(2) Waar die diens van 'n lid beëindig is en hy om bystand ingevolge hierdie Ooreenkoms aansoek gedoen het en dit aan hom betaal is en hy daarna in die Nywerheid herindiensgeneem word, word daar vir doeleindes van hierdie Ooreenkoms geag dat sodanige lid met ingang van die datum waarop hy aldus herindiensgeneem word, vir die eerste keer tot die Nywerheid toegetree het.

(3) Waar die diens van 'n lid beëindig word en hy in die Nywerheid herindiensgeneem word alvorens bystand ingevolge hierdie Ooreenkoms aan hom uitbetaal is, word 'n aansoek om bystand deur dié lid geag ingetrek te wees en word daar geag dat sy lidmaatskap hervat is en dat hy met ingang van die datum waarop hy aldus herindiensgeneem is, vir bydraes tot die Fonds aanspreeklik is.

(4) Ondanks klousule 1 (2) en die woërdomskrywing van "lid" in klousule 3 van hierdie Ooreenkoms vervat, is werknemers vir wie lone in die Hofooreenkoms voorgeskryf word en wat 'n hoër loon ontvang as die beperkings in klousule 1 (2) (a) van hierdie Ooreenkoms vervat, geregtig om as lede van die Voorsorgfonds toegelaat te word indien hulle dié verkies en indien die werkgewer instem om die aftrekkings te doen en bydraes te maak soos in klousule 7 voorgeskryf.

7. BYDRAES

(1) Vir die doel van die Fonds moet elke werkgewer op elke betaaldag 'n bedrag van 10 (tien) sent per week aftrek van die loon van elke lid wat in enige bepaalde week gewerk het.

(2) Die bedrae moet afgetrek word van betaling wat 'n lid ontvang ten opsigte van verloftydperke met besoldiging en vakansiedae met besoldiging asof die betrokke lid op die gewone manier by die werk was.

(3) Die totale bedrag wat aldus van die loon van lede afgetrek word, tesame met 'n gelyke bedrag wat deur die werkgewer bygedra moet word, moet elke maand voor of op die sewende dag van die eersvolgende maand deur laasgenoemde aan die Sekretaris van die Fonds gestuur word tesame met enige ander inligting wat die Bestuurskomitee mag vereis vir die administrasie van die Fonds.

(4) (a) Van elke werkgewer in die Nywerheid word vereis om maandeliks 'n opgawe van bydraes (soos van tyd tot tyd deur die Raad voorgeskryf) by die Sekretaris in te dien. Die eerste opgawe moet vergesel gaan van 'n lys waarin die volgende verstrekk moet word: Die volle naam van elke werknemer wat vir lidmaatskap van die Fonds in aanmerking kom, asook sodanige werknemer se adres, persoonsnommer/identiteitsnommer en datum van indiensneming; die naam, persoonsnommer/identiteitsnommer en adres van elke lid se afhanklike en van sy benoemde aangewys ingevolge klousule 9 (5) (a); elke lid se Siekefondsnommer (wat ook die lid se Voorsorgfondsnommer is) en/of enige ander inligting wat die Bestuurskomitee van tyd tot tyd mag vereis.

(b) Wanneer 'n nuwe werknemer tot die Nywerheid toetree en vir lidmaatskap van die Fonds in aanmerking kom, moet die werkgewer ten opsigte van sodanige werknemer die besonderhede voorlê ingevolge paragraaf (a).

8. BYSTAND

(1) (a) *Opvragingsbystand.*—Die bystand betaalbaar aan 'n lid wie se diens in die Nywerheid eindig om 'n ander rede as aftreding weens bereiking van die aftree-ouderdom of weens sy permanente liggaamlike ongeskiktheid om sy werk in die Nywerheid voort te sit wat tot tevredenheid van die Komitee bewys word ooreenkomstig paragraaf (c) hiervan, of weens sy afsterwe, is die bedrag gelykstaande aan die lid se eie bydraes, plus 2½ persent rente vir die tydperk van een jaar vanaf die datum van diensbeëindiging. Geen bystand is ten opsigte van 'n eis ingevolge hierdie subklousule betaalbaar aan 'n lid wat uit die Nywerheid bedank nie, tot tyd en wyl 'n tydperk van minstens een jaar verloop het vanaf die tyd waarop die eiser se bydraes gestaak is. Ingeval geen eis binne een jaar vanaf die datum van diensbeëindiging in die Nywerheid ontvang word nie, val die betaalbare bystand terug aan die Fonds ten bate van die oorblywende lede en bestaan daar daarna geen verdere vordering teen die Fonds nie: Met dien verstande egter dat die Bestuurskomitee geregtig is om, ingeval 'n eis binne vyf jaar na sodanige datum ontvang word, na volgestrekte goedvinde betalings aan die betrokke bevoordeeldes te doen uit geld wat aan die Fonds teruggeval het.

5. OBJECTS

The objects of the Fund shall be—

- (a) to raise funds by contributions from employees and employers as provided in clause 7 of this Agreement; and
- (b) to provide members of the Fund with such benefits as are laid down in this Agreement.

6. MEMBERSHIP OF THE FUND

(1) A member of the Fund who has reached the retiring age may, if his employer agrees to retain him in employment, and to pay contributions in respect of him, elect to continue to be a member of the Fund and to contribute.

(2) Whenever the employment of a member has been terminated and he has applied for and been paid benefits in terms of this Agreement, and he is thereafter re-employed in the Industry, such member shall for the purposes of this Agreement be deemed to have entered the Industry for the first time as from the date he is so re-employed.

(3) Whenever the employment of a member is terminated and he is re-employed in the Industry before he has been paid any benefits in terms of this Agreement, any application for benefits by such member shall be deemed to be cancelled and he shall be deemed to have resumed membership and to be liable to contribute to the Fund as from the date he is so re-employed.

(4) Notwithstanding the provisions of clause 1 (2) and the definition of "member" contained in clause 3 of this Agreement, employees for whom wages are prescribed in the Main Agreement and who are in receipt of a wage exceeding the limitations contained in clause 1 (2) (a) of this Agreement may be admitted to membership should they elect to become members of the Provident Fund and should the employer consent to make the deductions and contributions prescribed in clause 7.

7. CONTRIBUTIONS

(1) For the purposes of the Fund every employer shall on each pay-day deduct from the wages of each member who has worked in any week, an amount of 10 (ten) cents per week.

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

(3) The total amount so deducted from the wages of members, together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Fund each month not later than the seventh day of the following month, together with such information as may be required by the Management Committee, for the purpose of administration of the Fund.

(4) (a) Every employer in the Industry shall be required to lodge a contributions return (as prescribed by the Council from time to time) monthly with the Secretary. The first return shall be accompanied by a schedule reflecting the full names of all employees eligible for membership of the Fund, as well as such employees' addresses; identity numbers, date of engagement; the name, identity number and address of the member's dependant and of his nominee appointed in terms of clause 9 (5) (a), the member's Sick Fund number (which number shall also be the member's Provident Fund number), and/or any other information as may be required by the Management Committee from time to time.

(b) Whenever a new employee enters the Industry and becomes eligible for membership of the Fund, the employer shall submit in respect of such employee the particulars required in terms of paragraph (a).

8. BENEFITS

(1) (a) *Withdrawal benefits.*—The benefits payable to a member whose employment in the Industry terminates for any reason other than retirement on reaching the retiring age or on account of his permanent physical incapacity to continue at work in the Industry, established to the satisfaction of the Committee in accordance with the provisions of paragraph (c) hereof, or on account of his death, shall be the amount of the member's own contributions, plus 2½ per cent interest for the period of one year from date of termination. No benefits shall be payable in respect of such employee the particulars required in terms resigns from the Industry until a period of at least one year has elapsed from the time the claimant ceased to be a contributor. In the event of no claim being received within one year from the date of termination of services in the Industry the benefits payable shall revert to the Fund for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall, however, in the event of a claim being received within a period of five years from such date, be entitled, in its entire and absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have reverted to the Fund.

(b) *Bystand by aftreding.*—Behoudens paragraaf (c), as die diens van 'n lid eindig op of na die datum waarop hy die aftreedatum bereik soos in paragrafe (a) of (b) van die woordoms-krywing van "aftreedatum" gespesifiseer, word die bystand aan hom betaalbaar bereken teen R12 vir elke jaar voltooië diens vanaf die datum van sy toetreding, ooreenkomstig die tabel van betaling soos in kolom 1 van Aanhangel A uiteengesit.

(c) *Bystand by aftreding op grond van liggaamlike ongeskiktheid.*—Wanneer 'n lid die Komitee, in oorleg met sy werkgever en 'n geneesheer deur die Komitee goedgekeur, daarvan oortuig dat hy weens swak gesondheid of ander liggaamlike ongeskiktheid permanent ongeskik is om sy werk in die Nywerheid voort te sit, is die bystand betaalbaar die bedrag waarop die lid geregtig sou gewees het as hy op die datum waarop sy diens eindig die aftreedatum bereik het soos gespesifiseer in paragrafe (a) of (b) van die woordoms-krywing van "aftreedatum".

(d) *Sterftebystand.*—(i) By voorlegging van bewys van die afsterwe van 'n lid is die bystand betaalbaar die bedrag wat betaalbaar sou gewees het as die lid op die datum van sy dood op grond van liggaamlike ongeskiktheid afgetree het, plus 'n bedrag van R50 indien die lid vir 'n tydperk van 10 jaar of langer na die datum van sy toetreding 'n lid van die Fonds was.

(ii) As 'n afgetrede lid wat ingevolge klousule 9 (1) of (2) bystand in maandelikse paaiement ontvang, sterf voordat hy volle betaling ontvang het van die bystand ingevolge hierdie klousule aan hom verskuldig, moet die saldo wat aan hom verskuldig is, betaal word, plus R50 sterftebystand waar dit ingevolge paragraaf (d)(i) hierbo toeëpassing is.

(e) *Bystand vir lang diens.*—'n Lid wat na die datum van sy toetreding vir 'n tydperk van minstens 10 jaar by sy laaste werkgever in diens was, kan na goedvinde van die Bestuurskomitee by aftreding 'n kontantbystand ontvang, bereken teen R14 vir elke voltooië jaar diens na die datum van sy toetreding en soos in kolom 3 van Aanhangel A uiteengesit.

(2) Ondanks subklousule (1) kan die Bestuurskomitee, indien die geld van die Fonds dit na sy mening regverdig, die minimum bystand wat daarin gemeld word, uitbrei of verhoog, of enige van die kwalifiserende voorwaardes verslap; en gemelde Komitee is daarop geregtig om na goedvinde hierdie bevoegdhede ten opsigte van 'n individuele lid of 'n gedeelte van die lede of al die lede uit te oefen. Geen betalings word ingevolge klousule 9 gedoen nie tensy daarom aansoek gedoen is en, waar dit van toepassing is, binne die gespesifiseerde tydperke.

9. BETALING VAN BYSTAND

(1) Ondanks klousule 8 kan die Bestuurskomitee, in plaas van 'n kontantbystand by aftreding na goedvinde 'n verhoogde bystand toestaan wat oor 'n tydperk van hoogstens een jaar na die aftreedatum van 'n lid in maandelikse paaiement betaal moet word, en sodanige bystand ten opsigte van bystand by aftreding [klousule 8 (1) (a), (b) of (c)] moet wees soos uiteengesit in kolom 2, en die tabel van betalings in Aanhangel A vervat.

(2) Die verhoogde bystand betaalbaar kragtens subklousule (1) is eweneens van toepassing op lede wat die verhoogde bystand kragtens klousule 8 (1) (e) na goedvinde van die Bestuurskomitee ontvang, en is soos in kolom 4 van Aanhangel A uiteengesit.

(3) Die betaling van maandelikse bystand geskied voor 12-uur middag op die laaste dag van elke maand, uitgesonderd Saterdag, Sondag en openbare vakansiedae, by die geregistreerde kantoor van die Fonds.

(4) Waar 'n lid se diensjare meer is as dié wat in Aanhangel A (Tabel van Betalings) uiteengesit is, is dieselfde metode van berekening pro rata volgens die bedrag van toepassing.

(5) (a) Ingeval 'n lid voor of na die aftreedatum te sterwe kom, word die bystand betaalbaar kragtens klousule 8 (1) (d) aan sy benoemde betaal. Vir die toepassing van klousule 7 (4) moet elke lid, wanneer hy by die Fonds aansluit, een benoemde aansiel en sy werkgever van die adres en persoonsnommer/identiteitsnommer van die benoemde verwittig. Ingeval 'n lid sy benoemde op 'n later datum wil verander, moet hy sy werkgever daarvan verwittig, en sy werkgever moet die Sekretaris skriftelik van sodanige verandering van naam, persoonsnommer/identiteitsnommer en adres verwittig. Elke lid moet die naam, persoonsnommer/identiteitsnommer, as dit beskikbaar is, en adres van afhanklikes aan sy werkgever verstrek en hom van 'n adresverandering van afhanklikes of benoemdes verwittig, en elke werkgever moet die Sekretaris skriftelik daarvan in kennis stel.

(b) Ingeval 'n lid versuim om ingevolge paragraaf (a) hiervan 'n benoeming te doen of indien die benoemde voor die lid sterf, moet die Komitee die bystand aan sodanige afhanklikes van die lid betaal as wat hy na die goedgekeurde ag. Die Komitee het na volstrekte goedvinde die bevoegdheid om te besluit of die lid meer as een afhanklike agtergelaat het, en om, as hy meer as een afhanklike agtergelaat het, te besluit oor die toewysing van bystand aan dié afhanklikes.

(c) Elke werkgever moet die Sekretaris van die afsterwe van 'n lid in sy diens verwittig. Die Sekretaris moet so gou doenlik nadat hy uit enige bron inligting van die afsterwe van 'n lid ontvang het die afhanklike of benoemde, na gelang van die geval, per brief of omsendbrief in kennis stel met vermelding

(b) *Retirement benefits.*—Subject to paragraph (e), when the employment of a member terminates on or after the date on which he reaches the retirement date as specified in paragraphs (a) or (b) of the definition of "retirement date", the benefits payable to him shall be calculated at the rate of R12 for each year of completed service from his entry date, in accordance with the table of payments as set out in column 1 of Annexure A.

(c) *Retirement benefits on the grounds of physical incapacity.*—Whenever a member satisfies the Committee, in consultation with his employer and a medical practitioner approved by the Committee, that by reason of ill-health or other physical incapacity he is permanently unfit to continue at work in the Industry, the benefits payable shall be the amount to which the member would have been entitled had he at the date his employment terminates reached the retirement date as specified in paragraphs (a) or (b) of the definition of "retirement date".

(d) *Death benefits.*—(i) Upon the production of proof of the death of a member, the benefits payable shall be the amount which would have been payable had the member on the date of his death retired on the grounds of physical incapacity, plus an amount of R50 if the deceased was a member of the Fund for a period of 10 years or more from his entry date.

(ii) Where a retired member who is in receipt of benefits in monthly instalments in terms of clause 9 (1) or (2) dies before receiving full payment of the benefit due to him in terms of this clause, the balance due to him shall be paid, plus the R50 death benefit where this is applicable under paragraph (d) (i) above.

(e) *Long service benefits.*—A member who, after his entry date, has been in the service of his last employer for a period of not less than 10 years may, at the discretion of the Management Committee, on retirement, receive a cash benefit calculated at the rate of R14 for each year of completed service from his entry date, and as set down in column 3 of Annexure A.

(2) Notwithstanding the provisions of subclause (1) the Management Committee may, if in its opinion the resources of the Fund justify it, extend or increase the minimum benefits therein set out, or relax any of the qualifying conditions; the said Committee being entitled to exercise such discretion in respect of any individual member or any portion of the membership or of all the members. No payments shall be made in terms of clause 9 unless application therefor has been made and, where applicable, within the periods specified.

9. PAYMENT OF BENEFITS

(1) Notwithstanding the provisions of clause 8, instead of a cash benefit on retirement, the Management Committee, at its discretion, may grant an increased benefit to be paid in monthly instalments over a period not exceeding one year from the retirement date of a member, such benefits in respect of retirement benefits [clause 8 (1) (a), (b) or (c)] being as set out in column 2 in the table of payments contained in Annexure A.

(2) The increased benefit payable under subclause (1) is equally applicable to members receiving the increased benefits under clause 8 (1) (e) at the discretion of the Management Committee, and shall be as set out in column 4 of Annexure A.

(3) Payment of monthly benefits shall be at the registered office of the Fund, before noon on the last day of each month, excluding Saturdays, Sundays and public holidays.

(4) Where a member's years of service are in excess of those set down in Annexure A (Table of Payments), the same method of calculation pro rata to the amount shall apply.

(5) (a) In the event of the death of a member before or after retirement date, the benefits payable under clause 8 (1) (d) shall be paid to his nominee. For the purposes of clause 7 (4) every member shall, on joining the Fund, appoint one nominee and shall advise his employer of the address and identity number of such nominee. In the event of a member wishing to change his nominee at a later date, he shall advise his employer, who shall advise the Secretary, in writing, of such change of name, identity number and address. Every member shall furnish his employer with the name, identity number where available, and address of dependants and any change of address of dependants or nominee, and every employer shall advise the Secretary thereof in writing.

(b) In the event of a member failing to make a nomination in terms of paragraph (a) hereof, or of the nominee predeceasing the member, the Committee shall pay the benefits to such dependants of the member as it, in its discretion, may deem fit. The Committee shall, in its absolute discretion, have the power to decide whether the member has left more than one dependant and, if he has left more than one dependant, upon the allocation of the benefits among such dependants.

(c) Every employer shall notify the Secretary of the death of any member in his employ. The Secretary shall, as soon as possible, upon receiving information from any source of the death of a member, notify the dependant or nominee, as the case may be, by letter or circular stating the name and last

van die naam en jongsbekende werkplek van die oorlede bydraer en die feit dat bystand geëis kan word by 'n adres deur die Bestuurskomitee gespesifiseer.

(d) Ingeval die Sekretaris nie van die jongste adres van 'n afhanklike of aangestelde benoemde verwittig is nie en die Bestuurskomitee nie in staat is om die afhanklike of aangestelde benoemde by sy jongsbekende adres op te spoor nie en geen eis om bystand verskuldig ingevolge hierdie klousule binne ses weke na die bewys van die afsterwe van 'n bydraer ingestel word nie, moet die Bestuurskomitee 'n advertensie in beide amptelike landstale plaas in drie opeenvolgende uitgawes van twee koerante wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n koerant moet wees wat in omloop is in die distrik waar die oorlede bydraer normaalweg woonagtig was, met vermelding van die naam en jongsbekende werkplek van die oorlede bydraer en die feit dat bystand deur die afhanklike of benoemde geëis kan word by 'n adres deur die Bestuurskomitee gespesifiseer. Die advertensiekoste, as daar is, moet afgetrek word van geld betaalbaar ingevolge hierdie klousule.

(e) Indien daar binne ses maande na die dood van 'n lid nog geen eis deur 'n afhanklike of benoemde ingestel is nie of die Komitee ingevolge paragrafe (b), (c) en (d), geen afhanklikes of benoemdes kon opspoor nie, moet daar aanvaar word dat daar geen afhanklikes of benoemdes is nie en val die bystand aan die Fonds terug ten bate van die oorblywende lede en bestaan daar daarna geen vordering teen die Fonds nie: Met dien verstande dat die Bestuurskomitee geregtig is om, ingeval 'n eis binne 'n tydperk van drie jaar na die dood van 'n lid ontvang word, na volgestrekte goedvinde betalings aan die betrokke afhanklikes of benoemdes te doen uit die geld wat aan die Fonds teruggeval het.

10. WYSIGING

Die Bestuurskomitee kan, indien die middele van die Fonds dit na sy mening regverdig, by besluit, vir 'n tydperk deur hom gespesifiseer tot tyd en wyl 'n verdere besluit geneem word, enigeen van die kwalifiserende voorwaardes verslap of enigeen van die verbodsbepalings, beperkings of inkortings in hierdie Ooreenkoms vervat ter syde stel of wysig, en in die tydperk waarin sodanige besluit van krag is, is alle lede wat daarkragtens kwalifiseer, geregtig op bystand ingevolge sodanige tersydestellings of wysigings.

11. BYSTAND MAG NIE GESEDEER OF AFGESTAAN WORD NIE

Bystand wat ingevolge hierdie Ooreenkoms opgeloop het of betaalbaar is, mag nie—

(a) gesedeer, afgestaan, oorgedra of op enige wyse in die algemeen of as sekuriteit oorgemaak word vir enige skuld of verpligting wat deur die bydraer aangegaan is nie, en die Fonds is onder geen verpligting om so 'n onderneming of dokument te erken of daarvolgens te handel as voorgegee word dat dit so 'n sessie, afstand, oordrag of oormaking is nie; of

(b) kragtens 'n hofbevel of hofproses in beslag geneem word; of

(c) afgetrek word van 'n bedrag verskuldig deur die persoon wat op dié bystand geregtig is nie.

12. FINANSIËLE BEHEER

(1) Daar moet 'n bank- of bouverenigingrekening op naam van die Fonds geopen word waarin alle geld wat deur die Fonds ontvang word, gedeponeer moet word.

(2) Tjeks of opvastrokies wat op 'n bank- of bouverenigingrekening of deposito- of beleggingsrekening van die Fonds getrek moet word, moet namens die Fonds deur enige twee van die volgende onderteken word: Voorsitter, Ondervoorsitter en Sekretaris.

(3) Alle geld wat aan die Fonds verskuldig is, moet aan die Sekretaris van die Fonds betaal word sodat dit in die Fonds se bank- of bouverenigingrekening gedeponeer kan word.

(4) Die Sekretaris van die Fonds het die bevoegdheid om alle tjeks en ander dokumente namens die Fonds te teken sodat in die Fondsrekening gedeponeer kan word: Met dien verstande dat hy of die Bestuurskomitee daarop geregtig is om een of meer sekondusse aan te stel wat namens die Fonds alle tjeks en ander dokumente kan teken.

(5) Die Bestuurskomitee moet 'n openbare rekenmeester of openbare rekenmeesters aanstel om die rekenings van die Fonds minstens een maal per jaar te auditeer.

(6) Die openbare rekenmeester of openbare rekenmeesters moet voor of op 31 Maart elke jaar 'n staat opstel of laat opstel wat die volgende aantoon ten opsigte van die tydperk wat op die voorafgaande 31 Desember geëindig het:

(a) Alle geld wat die Fonds ingevolge klousule 7 van hierdie Ooreenkoms en uit ander bronne ontvang het;

(b) die uitgawes wat onder die afsonderlike hoofde aangegaan is.

(7) Die openbare rekenmeester of openbare rekenmeesters moet ook 'n balanstaat opstel of laat opstel wat die bates en laste van die Fonds soos op die voorafgaande 31 Desember aantoon.

known place of work of the deceased contributor and the fact that benefits may be claimed at an address specified by the Management Committee.

(d) In the event of the Secretary not having been notified of the latest address of a dependant or appointed nominee and the Management Committee not being able to trace the dependant or appointed nominee at his last known address and no claim for benefits due in terms of this clause being made within six weeks of the proof of death of a contributor, the Management Committee shall insert an advertisement, in both official languages, in three consecutive issues of two newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased contributor was normally resident, stating the name and last known place of work of the deceased contributor and the fact that benefits may be claimed by the dependant or nominee at an address specified by the Management Committee. From any moneys payable in terms of this clause shall be deducted the cost of advertisement, if any.

(e) If within six months after the death of a member no claim is made by a dependant or nominee or the Committee has, in terms of paragraphs (b), (c) and (d), been unable to trace any dependants or nominees, it shall be assumed that there are no dependants or nominees and the benefits shall revert to the Fund for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall, in the event of a claim being received within a period of three years after the death of a member, be entitled in its entire and absolute discretion, to make payments to the dependants or nominees concerned out of the moneys which have reverted to the Fund.

10. MODIFICATIONS

The Management Committee may, if in its opinion the resources of the Fund justify it, by resolution, for any period specified by it until further resolution, relax any of the qualifying conditions or waive or modify any of the prohibitions, limitations or restrictions contained in this Agreement, and during the period of operation of any such resolution all members qualifying in terms thereof shall be entitled to the benefits of any such waivers or modifications.

11. BENEFITS NOT TO BE CEDED OR ASSIGNED

Benefits accrued or payable in terms of this Agreement shall not be—

(a) capable of being ceded, assigned, transferred or made over in any way, either generally or as security for any debt or obligation due by the contributor, and the Fund shall be under no obligation to recognise, acknowledge or act on any such undertaking or document which purports to be such a cession, assignment, transfer or making over; or

(b) capable of being attached by an order or process of court; or

(c) set off against any debt owing by the person entitled to such benefit.

12. FINANCIAL CONTROL

(1) A banking account or building society account shall be opened in the name of the Fund in which all moneys received by the Fund shall be deposited.

(2) Cheques or withdrawal forms required to be drawn on a banking institution or a building society or any deposit or investment accounts of the Fund shall be signed on behalf of the Fund by any two of the following: Chairman, Vice-Chairman and Secretary.

(3) All moneys due to the Fund shall be remitted to the Secretary of the Fund for deposit in the Fund's banking or building society account.

(4) The Secretary of the Fund shall have the power to endorse all cheques and other documents on behalf of the Fund for deposit in the Fund's account: Provided that he or the Management Committee shall be entitled to appoint one or more alternates who shall be entitled to make such endorsements on behalf of the Fund.

(5) A public accountant or public accountants shall be appointed by the Management Committee for the purpose of auditing the accounts of the Fund at least once every year.

(6) Not later than 31 March in each year, the public accountant or public accountants shall prepare or cause to be prepared a statement showing for the period ended 31 December preceding—

(a) all moneys received by the Fund in terms of clause 7 of this Agreement and from any other sources;

(b) the expenditure incurred under the separate headings.

(7) The public accountant or public accountants shall also prepare or cause to be prepared a balance sheet showing the assets and liabilities of the Fund as at 31 December preceding.

(8) Die geouditeerde staat en balanstaat wat deur die Voor-sitter van die Fonds medeonderteken is, tesame met die openbare rekenmeester of openbare rekenmeesters se verslag daaroor, moet daarna by die kantoor van die Fonds ter insae lê en kopieë daarvan moet binne drie maande na 31 Desember elke jaar aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(9) Alle geld wat nie nodig is om lopende betalings en uitgawes te dek nie, moet uitsluitlik soos volg belê word:

- (a) In Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike besture;
- (b) in Nasionale Spaarsertifikate;
- (c) in Poskantoorpaarrekenings of -sertifikate;
- (d) in spaarrekenings, permanente aandele of vaste of opvraagbare deposito's in bouverenigings of banke; of
- (e) op enige ander wyse wat deur die Registrateur goedgekeur word.

13. LIKWIDASIE OF ONTBINDING

(1) Ingeval hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verstryk en geen latere ooreenkoms binne 'n tydperk van 12 maande na verstryking van hierdie Ooreenkoms aangegaan word wat vir die voortsetting daarvan voorsiening maak nie, moet die Fonds, asof die lede die Nywerheid verlaat het, gelikwider word deur die Bestuurskomitee wat in die tussentyd moet voortgaan om die Fonds te administreer.

(2) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens die Wet bindend is, moet die Bestuurskomitee wat die Fonds op daardie tyd stip administreer, behoudens die goedkeuring van die Nywerheidsregistrateur ingevolge die eerste voorbehoudsbepaling van artikel 34 (2) van die Wet, voortgaan om die Fonds te administreer, en die lede wat op daardie datum in die Komitee dien, word vir sodanige doeleindes geag lede daarvan te wees: Met dien verstande egter dat die Registrateur 'n vakature wat in die Komitee ontstaan, kan vul uit die geledere van of die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat die getal werkgewers- en werknemersvertegenwoordigers in die Komitee ewe veel is. Ingeval sodanige Komitee nie in staat is nie of onwillig is om sy pligte te vervul, of ingeval daar 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Registrateur onwenslik of ondoenlik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir sodanige doeleindes al die bevoegdhede van die Komitee. As daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie moet die Fonds deur die Komitee of die trustee(s), na gelang van die geval, gelikwider word asof die lede die Nywerheid verlaat het.

(3) Wanneer die Fonds ingevolge subklousules (1) en (2) hierbo gelikwider en geld aan lede verskuldig ingevolge hierdie subklousules betaal word, moet die geld wat in die krediet van die Fonds oorbly nadat al die eise teen die Fonds, met inbegrip van administrasie- en likwidasielaste, betaal is, in die algemene fondse van die Raad gestort word, en indien die sake van die Raad reeds afgewikkel en sy bates verdeel is, moet die saldo van die Fonds verdeel word ooreenkomstig artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

14. VRYWARING

(1) Die lede van die Raad, die lede van die Bestuurskomitee en die beamptes van die Fonds word nie aanspreeklik gehou vir enige daad wat 'n verlies vir die Fonds tot gevolg kan hê nie indien sodanige daad te goeder trou gepleeg is, en is nie aanspreeklik vir die skulde en laste van die Fonds nie en word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan by of ten opsigte van die bona fide-nakoming van hul pligte.

(2) By die sekwestrasie of likwidasie van die werkgewer se boedel of wanneer ook al word die Raad nie aanspreeklik gehou vir bydraes wat afgetrek is en vir bydraes deur die werkgewer verskuldig en betaalbaar wat nie in die Fonds gestort is nie.

15. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om met die uitvoering van hierdie Ooreenkoms behulpsaam te wees. Dit is elke werkgewer en elke werknemer se plig om sodanige agent of agente ooreenkomstig die Wet toe te laat om die 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.

16. VRYSTELLING

(1) Die Bestuurskomitee kan aan of ten opsigte van enigen vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Bestuurskomitee moet ten opsigte van enigen aan wie daar kragtens subklousule (1), vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarin sodanige vrystelling van krag is: Met dien verstande dat die Bestuurskomitee na goedvinde nadat

(8) The audited statement and balance sheet, countersigned by the Chairman of the Fund, together with the public accountant's or public accountants' report thereon, shall thereafter lie for inspection at the office of the Fund and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, within three months after 31 December each year.

(9) Any moneys not required to meet current payments and expenses shall not be invested otherwise than in—

- (a) Stock of the Government of the Republic of South Africa or local government stock;
- (b) National Saving Certificates;
- (c) Post Office savings accounts or certificates;
- (d) savings, accounts, permanent shares, or fixed or call deposits in building societies or banks; or
- (e) any other manner approved by the Registrar.

13. LIQUIDATION OR DISSOLUTION

(1) In the event of the expiry of this Agreement by effluxion of time or for any other cause and no subsequent Agreement providing for its continuation being entered into within a period of 12 months from the expiry of this Agreement, the Fund shall be liquidated as though the members had left the Industry, by the Management Committee which in the meantime shall continue to administer the Fund.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the Management Committee at that time shall, subject to the approval of the Industrial Registrar in terms of the first proviso to section 34 (2) of the Act, continue to administer the Fund and the members of the Committee existing at that date shall be deemed to be members thereof for such purpose: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representation on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purposes. If there is no Council in existence upon the expiry of this Agreement the Fund shall be liquidated by the Committee or the trustee(s), as the case may be, as though the members had left the Industry.

(3) Upon liquidation of the Fund in terms of subclauses (1) and (2) and payment of money due to members in terms of those subclauses, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council. If the affairs of the Council have already been wound up and its assets distributed the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act, as if it formed part of the general funds of the Council.

14. INDEMNITY

(1) The members of the Council, the members of the Management Committee and the officers of the Fund shall not be held responsible for any act which may result in loss to the Fund, where such act was done in good faith, and shall not be liable for the debts and liabilities of the Fund, and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(2) The Council shall not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the Fund, upon the sequestration or liquidation of the employer's estate or at all.

15. AGENTS

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

16. EXEMPTIONS

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

(2) The Management Committee shall fix in respect of any person granted exemption under the provisions of subclause (1), the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Management Committee may, if it deems fit, after

die betrokke persoon of persone een week skriftelik kennis gegee is, 'n vrystellingsertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het al dan nie.

(3) Die Sekretaris van die Fonds moet aan elkeen aan wie vrystelling ooreenkomstig hierdie klousule verleen is 'n sertifikaat deur hom onderteken, uitreik waarin die volgende gemeld word:

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Voorsorgfondsooreenkomste ten opsigte waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ingevolge subklousule (2) gestel word en waarop sodanige vrystelling verleen word; en
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Sekretaris van die Fonds moet—

- (a) alle sertifikate wat uitgereik word agtereenvolgens nommer;
- (b) 'n kopie behou van elke sertifikaat wat uitgereik word; en
- (c) waar daar aan 'n lid vrystelling verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en lid moet die bepalings nakom van 'n vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik word.

17. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkomste in albei die amptelike landstale in die vorm in die regulasies kragtens die Wet voorgeskryf in elkeen van sy bedryfsinrigtings, met inbegrip van ontvangsdepots maar uitgesonderd voertuie, op 'n plek wat vir sy werknemers maklik toeganklik is, vertoon hou.

18. ULTRA VIRES

Indien 'n bevoegde gereghof enige van die bepalings van hierdie Ooreenkomste *ultra vires* verklaar, word die oorblywende bepalings van hierdie Ooreenkomste geag die Ooreenkomste te wees en bly dit van krag vir die onverstreke tydperk van hierdie Ooreenkomste.

Namens die partye op hede die 14de dag van November 1974 in Durban onderteken.

L. H. MARSHALL, Voorsitter van die Raad.

E. B. SALMON, Ondervoorsitter van die Raad.

HAROLD LEVIN, Sekretaris van die Raad.

AANHANGSEL A

TABEL VAN BETALINGS

Dienstyd (volle jare)	1 Kontant- bystand	2 Maandelikse bystand 11 maande + een	3 Kontant- bystand vir lang diens	4 Maandelikse bystand 11 maande + een
	R	R	R	R
1	12,00	1,00	1,50	—
2	24,00	2,00	3,00	—
3	36,00	3,00	4,50	—
4	48,00	4,00	6,00	—
5	60,00	5,00	7,50	—
6	72,00	6,00	9,00	—
7	84,00	7,00	10,50	—
8	96,00	8,00	12,00	—
9	108,00	9,00	13,50	—
10	120,00	10,00	15,00	140,00
11	132,00	11,00	16,50	154,00
12	144,00	12,00	18,00	168,00
13	156,00	13,00	19,50	182,00
14	168,00	14,00	21,00	196,00
15	180,00	15,00	22,50	210,00
16	192,00	16,00	24,00	224,00
17	204,00	17,00	25,50	238,00
18	216,00	18,00	27,00	252,00
19	228,00	19,00	28,50	266,00
20	240,00	20,00	30,00	280,00
21	252,00	21,00	31,50	294,00
22	264,00	22,00	33,00	308,00
23	276,00	23,00	34,50	322,00
24	288,00	24,00	36,00	336,00
25	300,00	25,00	37,50	350,00

one week's notice, in writing, has been given to the person or persons concerned, withdraw any certificate of exemption whether or not the period for which the exemption was granted has expired.

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

- (a) the full name of the person concerned;
 - (b) the provisions of the Provident Fund Agreement from which exemption is granted;
 - (c) the conditions fixed in accordance with the provisions of subclause (2) subject to which such exemption is granted; and
 - (d) the period during which the exemption shall operate.
- (4) The Secretary of the Fund shall—

- (a) number consecutively all certificates issued;
- (b) retain a copy of such certificate issued; and
- (c) where an exemption is granted to a member, forward a copy of the certificate of exemption to the employer concerned.

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

17. EXHIBITION OF AGREEMENT

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

18. ULTRA VIRES

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

Signed at Durban on behalf of the parties this 14th day of November 1974.

L. H. MARSHALL, Chairman of the Council.

E. B. SALMON, Vice-Chairman of the Council.

HAROLD LEVIN, Secretary of the Council.

ANNEXURE A

TABLE OF PAYMENTS

Length of service (completed years)	1 Cash benefit	2 Monthly benefit 11 months + one	3 Long service cash benefit	4 Monthly benefit 11 months + one
	R	R	R	R
1	12,00	1,00	1,50	—
2	24,00	2,00	3,00	—
3	36,00	3,00	4,50	—
4	48,00	4,00	6,00	—
5	60,00	5,00	7,50	—
6	72,00	6,00	9,00	—
7	84,00	7,00	10,50	—
8	96,00	8,00	12,00	—
9	108,00	9,00	13,50	—
10	120,00	10,00	15,00	140,00
11	132,00	11,00	16,50	154,00
12	144,00	12,00	18,00	168,00
13	156,00	13,00	19,50	182,00
14	168,00	14,00	21,00	196,00
15	180,00	15,00	22,50	210,00
16	192,00	16,00	24,00	224,00
17	204,00	17,00	25,50	238,00
18	216,00	18,00	27,00	252,00
19	228,00	19,00	28,50	266,00
20	240,00	20,00	30,00	280,00
21	252,00	21,00	31,50	294,00
22	264,00	22,00	33,00	308,00
23	276,00	23,00	34,50	322,00
24	288,00	24,00	36,00	336,00
25	300,00	25,00	37,50	350,00

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Hierdie publikasie word uitgegee as 'n geïllustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

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