



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2488

As 'n Nuusblad by die Poskantoor Geregistreer

PRYS 20c PRICE
OORSE 30c OVERSEAS
POSVRY—POST FREE

REGULATION GAZETTE No. 2488

Registered at the Post Office as a Newspaper

Vol. 145]

KAAPSTAD, 1 JULIE 1977

CAPE TOWN, 1 JULY 1977

[No. 5626

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R.1175]

[1 Julie 1977

WET OP NYWERHEIDSVERSOENING, 1956

**WASSERY-, DROOGSKOONMAAK- EN
KLEURBEDRYF (TRANSVAAL)**

HOOFOOREENKOMS

Ek, STEPHANUS PETRUS BOTHA, 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 wat op die Wassery-, Droogskoonmaak- en Kleurbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1979 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 33 en 34, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1979 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 Bedryf in die munisipale gebied van Johannesburg; en

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R.1175]

[1 July 1977

INDUSTRIAL CONCILIATION ACT, 1956

**LAUNDRY, DRY CLEANING AND DYEING
TRADE (TRANSVAAL)**

MAIN AGREEMENT

I, STEPHANUS PETRUS BOTHA, 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, Dry Cleaning and Dyeing Trade, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1979, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(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), 2, 33 and 34, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1979, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the municipal area of Johannesburg; and

- (c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 6 (viii), 30, 33 en 34, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1979 eindig, in die gebied gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf 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.

S. P. BOTHA,
Minister van Arbeid.

BYLAE

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

HOOFOOREENKOMS

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

Transvaal Launderers', Cleaners' and Dyers' Association
en die

Johannesburg Dry Cleaners' and Launderers' Association
(hierna die „werkgewers” of „werkgewersorganisasies” genoem),
aan die een kant, en die

National Union of Laundering, Cleaning and Dyeing Workers
en die

Laundry, Cleaning and Dyeing Workers' Union of South Africa
(hierna die „werknemers” of „vakverenigings” genoem), aan die
ander kant,
wat die partye is by die Nywerheidsraad vir die Wassery-, Droog-
skoonmaak- en Kleurbedryf (Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die munisipale gebied van Johannesburg deur alle werkgewers in die Wassery-, Droogskoonmaak- en Kleurbedryf wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is en in genoemde Bedryf in diens is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(3) Ondanks subklousules (1) en (2), is klousule 7 (1) tot en met (6) en klousules 8, 9, 11 en 26 (1) (c) van hierdie Ooreenkoms nie van toepassing op of ten opsigte van werknemers wat gereeld 'n loon van krag tot en met 30 September 1979, of vir dié tydperk wat die Minister bepaal.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid ingevolge artikel 48 van die Wet vasstel en bly van krag tot en met 20 September 1979, of vir dié tydperk wat die Minister bepaal.

3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik 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:

(A) *Algemeen (Omskrywings van Toepassing op alle Seksies)*

„Wet” die Wet op Nywerheidsversoening, 1956;

„agent”, „kommissie-agent”, „onafhanklike aannemer” of „handelaar” 'n werkgewer wat nie die eienaar of eksploitant is van 'n bedryfsinrigting waar goedere gewas, droogskoon-

- (c) in terms of section 48 (3) (a) of the said Act, declare that in the area specified in paragraph (b) of this notice and with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1979, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 6 (viii), 30, 33 and 34, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade 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.

S. P. BOTHA,
Minister of Labour.

SCHEDULE

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

MAIN AGREEMENT

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

Transvaal Launderers', Cleaners' and Dyers' Association
and the

Johannesburg Dry Cleaners' and Launderers' Association
(hereinafter referred to as the “employers” or “employers’ organisations”), of the one part, and the

National Union of Laundering, Cleaning and Dyeing Workers
and

Laundry, Cleaning and Dyeing Workers' Union of South Africa
(hereinafter referred to as “the employees” or “the trade unions”), of the other part,

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

1. SCOPE OF AGREEMENT

(1) The terms of this Agreement shall be observed in the municipal area of Johannesburg by all employers who are members of the employers' organisations and engaged in the Laundry, Dry Cleaning and Dyeing Trade, and by all employees who are members of the trade unions and who are employed in the said Trade.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in this Agreement.

(3) Notwithstanding the provisions of subclauses (1) and (2), the terms of clauses 7 (1) to (6) inclusive, 8, 9, 11 and 26 (1) (c) of this Agreement shall not apply to or in respect of employees who are in receipt of regular remuneration of R69,23 (sixty-nine rand twenty-three cents) or more per week or of R300 (three hundred rand) or more per month.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Act and shall remain in operation up to and including the 30th day of September 1979, or for such period as may be determined by the Minister.

3. DEFINITIONS

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

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

(A) *General (Definitions Applicable to all Sections)*

“Act” means the Industrial Conciliation Act, 1956;

“agent”, “commission agent”, “independent contractor” or “trader” means an employer who does not own or operate an

gemaak of gekleur word nie maar wat van voertuie gebruik maak en/of depots aanhou om bestellings vir goedere wat gewas, droogskoongemaak of gekleur moet word by die publiek te werf, te vra, op te neem, af te haal of in ontvangs te neem;

„ketelbediener” ’n werknemer wat ’n stoomketel stook en/of die waterstand en stoomdruk daarvan op peil hou;

„uitroeper” ’n werknemer wat pakkette of bondels artikels oopmaak en sodanige artikels uittel of uitroep of sodanige artikels tel voordat dit nagesien word, en wat artikels in massa kan tel en die totaal daarvan kan aanteken;

„los werknemer” ’n werknemer wat hoogstens twee dae per week by dieselfde werkgever in diens is;

„onderbaas” ’n werknemer wat, onder toesig van ’n voorman of kleurder, aan die hoof van ’n groep of seksie werknemers staan;

„klerk” ’n werknemer, uitgesonderd ’n faktuurklerk of aantekenaar, tydopnemer of magasynman, wat algemene kantoorwerk verrig wat skryf-, tik- of ander vorms van klerklike werk meebring, en omvat dit ’n kassier (uitgesonderd ’n kassier in ’n depot), telefonis, tikster of loonklerk;

„klerk, gekwalifiseer”, ’n klerk met minstens twee jaar ondervinding;

„klerk, ongekwalifiseer”, ’n klerk met minder as twee jaar ondervinding;

„afhaler graad I” ’n werknemer wat oor minstens een afhaler graad II toesig hou en wat van ’n motorvoertuig gebruik maak om nuwe of herhaalbestellings vir goedere wat gewas, droogskoongemaak of gekleur moet word, te werf, te vra of op te neem; en wat goedere kan afhaal wat gewas, droogskoongemaak of gekleur moet word, goedere aan klante kan aflewer en betaling daarvoor kan ontvang;

„afhaler graad II” ’n werknemer wat ’n motorvoertuig dryf met die doel om, of wat vanuit ’n motorvoertuig werk om nuwe of herhaalbestellings vir goedere wat gewas, droogskoongemaak of gekleur moet word, af te haal, te vra of te werf en wat goedere aan klante kan aflewer en betaling daarvoor kan ontvang;

„afhaler graad III” ’n werknemer wat te voet of per trapfiets nuwe of herhaalbestellings vir goedere wat gewas, droogskoongemaak of gekleur moet word, afhaal, vra of werf, en wat goedere aan klante kan aflewer en betaling daarvoor kan ontvang, pryse op fakture kan invul en fakture kan uitreik en ook die werksaamhede van ’n arbeider kan verrig in of in verband met die depot of fabriek waarvandaan hy gewoonlik werk;

„afhaler se assistent” ’n werknemer wat sy werkgever of ’n afhaler graad I of graad II vergesel om goedere op of af te laai en wat, wanneer hy so ’n werkgever of afhaler vergesel, goedere op bevel van so ’n werkgever of afhaler kan ontvang en aflewer, maar wat nie ’n voertuig mag dryf, of fakture of ontvangsbewyse vir goedere mag uitmaak nie;

„Raad” of „Nywerheidsraad” die Nywerheidsraad vir die Wasery-, Droogskoonmaak- en Kleurbedryf (Transvaal) wat ingevolge die Wet op Nywerheidsversoening, 1956, geregistreer is;

„dagloon” die weekloon van die betrokke werknemer gedeel deur—

- vyf in die geval van ’n werknemer wat gewoonlik vyf dae per week werk;
- vyf en ’n half in die geval van ’n werknemer wat gewoonlik ses dae per week werk;
- ses in die geval van ’n wag;

„depot” ’n perseel, uitgesonderd ’n voertuig, wat gebruik word vir die aanneem of ontvangs van artikels van klante vir was, droogskoonmaak of kleur, of waarin of waarvandaan artikels wat gewas, droogskoongemaak of gekleur is, deur klante afgehaal word of aan klante terugbesorg word;

„depotassistent” ’n werknemer wat een of meer van die volgende werksaamhede in ’n depot verrig:

- Artikels wat gewas, droogskoongemaak of gekleur moet word, van klante vra, werf of ontvang en/of sodanige artikels ná behandeling weer aan klante uitreik;
- geld van klante ontvang;
- as kassier vir of assistent of toesighouer by ’n muntmasjien of enige ander selfbedienings- of dergelike outomatiese was-, droogskoonmaak- of kleurmasjien optree;

establishment where goods are laundered, dry cleaned or dyed but who operates vehicles and/or conducts depots for the purpose of canvassing, inviting, soliciting, collecting or receiving from members of the public orders for goods to be laundered, dry cleaned or dyed;

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

„caller out” means an employee engaged in opening up parcels or bundles of articles and counting out or calling over such articles or counting such articles preparatory to checking, and who may count articles in bulk and record the total thereof;

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

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

„clerical employee” means an employee other than an invoice clerk or recorder, timekeeper or storeman, engaged in general office work involving writing, typing or other forms of clerical work, and includes a cashier (other than a cashier in a depot), telephone operator, typist or wage clerk;

„clerical employee, qualified”, means a clerical employee who has had not less than two years’ experience;

„clerical employee, unqualified”, means a clerical employee who has had less than two years’ experience;

„collector, Grade I” means an employee who supervises at least one collector, Grade II, and who, operating from a motor driven vehicle, is engaged in canvassing, inviting or soliciting new or repeat orders for goods to be laundered, dry cleaned or dyed; and who may collect goods for laundering, dry cleaning or dyeing and may deliver goods to customers and accept payment in respect thereof;

„collector Grade II”, means an employee who is engaged in driving a motor vehicle for the purpose of, or who operating from a motor vehicle is engaged in, collecting, inviting or soliciting new or repeat orders for goods to be laundered, dry cleaned or dyed, and who may deliver goods to customers and accept payment in respect thereof;

„collector, Grade III”, means an employee who, operating on foot or by pedal cycle, is engaged in collecting, inviting or soliciting new or repeat orders for goods to be laundered, dry cleaned or dyed, and who may deliver goods to customers and accept payment in respect thereof, price and issue invoices, and also perform a labourer’s duties in or in connection with the depot or factory from which he normally operates;

„collector’s assistant” means an employee who accompanies his employer or a collector, Grade I or Grade II, to load and unload goods and who may, when accompanying such employer or collector, collect and deliver orders on the instructions of such employer or collector, but who may not drive a vehicle nor make out invoices or receipt vouchers for goods;

„Council” or „Industrial Council” means the Industrial Council for the Laundry, Dry Cleaning and Dyeing Trade (Transvaal) registered in terms of the Industrial Conciliation Act, 1956;

„daily wage” means the weekly wage of the employee concerned divided by—

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

„depot” means any premises, excluding a vehicle, used for the purpose of accepting or receiving articles from customers to be laundered, dry cleaned or dyed, or in or from which laundered, cleaned or dyed articles are fetched or collected by or returned to customers;

„depot attendant” means an employee who inside a depot is engaged in one or more of the following operations:

- Inviting, soliciting or receiving from customers articles to be laundered, cleaned or dyed, and/or re-issuing to customers such articles after processing;
- accepting money from customers;
- acting as a cashier to or attendant or supervisor of a coin machine or of any self-operated or similar automatic laundry, dry cleaning or dyeing machine;

- (d) geld bank;
 - (e) die depot se registers byhou;
 - (f) toesig oor afhalers graad III hou;
- „depotassistent, gekwalifiseer”, ’n depotassistent met minstens 12 maande ondervinding;
- „depotassistent, ongekwalifiseer”, ’n depotassistent met minder as 12 maande ondervinding;
- „drywer” ’n werknemer, uitgesonderd ’n afhaler, wat ’n motorvoertuig vir een of meer van die volgende doeleindes dryf:
- (a) As chauffeur;
 - (b) die vervoer van goedere tussen ’n fabriek en sy depots, afhaalpunte of agente daarvan;
 - (c) die vervoer van voorrade, onderdele of personeel;
 - (d) die afhaal en/of aflewering van matte en/of meubeltoebehore en/of meubels volgens bestellings wat vooraf by die fabriek of depot, afhaler, agent of onafhanklike aannemer geplaas is;
 - (e) slegs die aflewering van bestellings en die aanneem van betaling daarvoor;
 - (f) die afhaal by en/of aflewering aan kontrakklante van goedere wat gewas, droogskoongemaak of gekleur moet word;
- (Vir die toepassing van hierdie klousule beteken „kontrakklante” klante, uitgesonderd kleinhandelklante, wat op kontrak, of volgens ooreenkomste, groothandelbestellings verskaf om gewas, droogskoongemaak of gekleur te word, en omvat „’n motorvoertuig dryf” alle tyd wanneer hy ’n voertuig dryf en alle tyd wat die drywer aan die voertuig of vrag bestee en alle tydperke waarin hy op sy pos moet bly, gereed om te dryf.);
- „drywer se assistent” ’n werknemer wat ’n drywer of sy werkgewer vergesel om goedere op of af te laai, maar wat nie ’n voertuig mag dryf of fakture of ontvangsbewyse vir goedere mag uitmaak nie;
- „noodwerk” werk wat weens ’n onklaarraking van masjinerie of installasie of weens die feit dat geboue onbruikbaar is of dreig om dit te word of weens ander onvoorsiene omstandighede soos ’n brand, storm, ongeluk, epidemie, gewelddaad of skielike siekte, dringend verrig moet word, en omvat dit werk wat in verband met die laai en aflaai van spoorwegtrekke of voertuie van die S.A. Spoorweë en Hawens verrig moet word;
- „werknemers nie gespesifiseer nie”—kyk klousule 31;
- „bedryfsinrigting” ’n perseel waarin of in verband waarmee een of meer werknemers enige werksaamheid verrig wat met die was-, skoonmaak- of kleurberoep gepaard gaan en omvat dit ’n depot en/of ’n voertuig;
- „ondersoeker” ’n werknemer wat artikels vir foute of vlekke ondersoek ná voltooiing van die betrokke was- of skoonmaak- en afrondprosesse;
- „ondervinding” die totale dienstydperk of -tydperke van ’n werknemer in die besondere beroep waarin hy werksaam is;
- „voorman” ’n werknemer wat aan die hoof staan van werknemers in ’n bedryfsinrigting, uitgesonderd ’n voertuig en depot, wat beheer oor sodanige werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul pligte op doeltreffende wyse verrig;
- „voltydse werknemer” ’n werknemer, uitgesonderd ’n deeltydse depotassistent en ’n los werknemer, vir wie maksimum werkure in klousule 7 voorgeskryf word;
- „algemene werknemer” ’n werknemer wat een of meer van die volgende werksaamhede verrig:
- (a) ’n Kleuroplossing gedurende die kleurproses roer;
 - (b) pakkette toedraai en vasbind;
 - (c) persele, voertuie, masjinerie of implemente skoonmaak of poleer;
 - (d) ’n onderhoudsman help maar nie self die gereedskap by sodanige hulpverlening gebruik nie, tensy hy dit gebruik vir ongeskoolde werk onder die regstreekse persoonlike toesig van sodanige onderhoudsman;
 - (e) artikels afborsel voordat hulle behandel word;
 - (f) artikels van een afdeling na ’n ander afdeling van ’n bedryfsinrigting dra;
 - (g) artikels sorteer, maar nie volgens klante se merke of massa-uitkenningsmerke nie en ook nie volgens klante se lysste of etikette of die firma se fakture nie;

- (d) banking of moneys;
 - (e) keeping of records of the depot;
 - (f) supervision of collectors, Grade III;
- “depot attendant, qualified”, means a depot attendant who has had not less than 12 months’ experience;
- “depot attendant, unqualified”, means a depot attendant who has had less than 12 months’ experience;
- “driver” means an employee other than a collector engaged in driving a motor vehicle for one or more of the following purposes:
- (a) Acting as a chauffeur;
 - (b) transporting goods between a factory and its depots, collection points or agents;
 - (c) transporting stores, spares or personnel;
 - (d) collecting and/or delivering of carpets and/or furnishings and/or furniture in response to orders previously placed with the factory or depot, collector, agent or independent contractor;
 - (e) delivering only of orders and accepting payment therefor;
 - (f) collecting from and/or delivering to contract customers goods to be laundered, dry cleaned or dyed;
- (For the purposes of this clause, “contract customer” shall mean customers, other than retail customers, who on a contract or by arrangement provide wholesale orders to be laundered, dry cleaned or dyed; and “driving a motor vehicle” includes all periods of driving and any time spent by the driver in connection with the vehicle or load and all periods during which he is obliged to remain at his post in readiness to drive.);
- “driver’s assistant” means an employee who accompanies a driver or his employer to load and unload goods, but who may not drive a vehicle nor make out invoices or receipt vouchers for goods;
- “emergency work” means any work which, owing to the breakdown of machinery or plant, or to the breakdown or threatened breakdown of buildings or to other unforeseen circumstances such as fire, storm, accident, epidemic, violence or sudden illness, must be carried out urgently, and includes work to be done in connection with the loading and unloading of railway trucks or vehicles of the S.A. Railways and Harbours;
- “employees not specified”—see clause 31;
- “establishment” means any premises in or in connection with which one or more employees are engaged in any activity involved in the laundering, cleaning or dyeing occupations, and includes a depot and/or a vehicle;
- “examiner” means an employee engaged in examining for faults or blemishes articles after the completion of the processes of laundering or cleaning and the finishing processes involved;
- “experience” means the total period or periods of employment which an employee has had in the particular occupation in which he is engaged;
- “foreman” means an employee who is in charge of employees in an establishment other than a vehicle and a depot, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;
- “full-time employee” means an employee, other than a part-time depot attendant and a casual employee for whom maximum hours of work are prescribed in clause 7;
- “general employee” means an employee who is engaged in one or more of the following operations:
- (a) Stirring a dye solution during the process of dyeing;
 - (b) wrapping and tying parcels;
 - (c) cleaning or polishing premises, vehicles, machinery or implements;
 - (d) assisting a maintenance man, but who shall not use the tools himself in rendering such assistance unless on unskilled work under the direct personal supervision of such maintenance man;
 - (e) brushing articles prior to processing;
 - (f) carrying articles from one department of an establishment to another;
 - (g) sorting articles, but not according to customers’ or bulk identification marks nor according to customers’ lists or dockets or the firm’s invoices;

- (h) artikels op voertuie of ander vervoermiddels laai of daarvan aflaai;
- (i) artikels uitskud ter voorbereiding vir die volgende proses;
- (j) tee of dergelike drank maak;
- (k) met betrekking tot voertuie, petroltenks vul; oliebakke aftap en vul; batterye uithaal, vul en terugplaas; motor- of ander voertuie olie en smeer; lug inpomp; wiele, vellings, buite- en binnebande verwyder, vervang of omruil; lekkes regmaak; voertuie met 'n domkrag of hystoestel ophang of neerlaai; lekkes nagaan en tapboute, boutes en moere vasdraai; en/of waaiers en/of ghriesnippels aanbring of vervang;
- (l) verf van bestelwaens verwyder en hulle skoonmaak ter voorbereiding vir verf, afvryf, grondlaag of stopverf aansit of dele van voertuie met 'n kwas verf;
- (m) geboue of ander strukture sloop;
- (n) klip, grond, klei of sand losmaak, uithaal, breek of strooi; slote, fondamente of ander uitgrawings grawe, of met die hand sif;
- (o) dagha, beton, klip of bitumien meng of dit met 'n kruiwa of skopgraaf vervoer;
- (p) vuilgoed of as verwyder;
- (q) ketelsteen van stoomketels afkap en hulle skoonmaak;
- (r) 'n handhystoestel bedien;
- (s) masjinerie of uitrusting verskuif;
- (t) state opvou en in koevertes plaas, koevertes verseël, stempel met rubberstempel, korrespondensie en pakkette pos, of pos gaan haal;
- (u) etikette onder toesig aan artikels vasheg vir latere identifisering;
- (v) verbruikbare voorrade of onderdele opstapel of afpak, met 'n gestelde skaal die massa daarvan meet of dit tel;
- (w) op 'n pos binnekant die perseel bly om die in- en uitgang van persone te kontroleer;
- „faktotum” 'n werknemer wat, onder toesig van 'n onderhoudsman, verwerk, kleinere herstelwerk en verstellings aan masjinerie, installasie, geboue of ander uitrusting doen, en wat masjinerie, met inbegrip van bo-asse, kan olie en smeer, dryfbande kan vervang en bandsmeersel kan aanwend;
- „uurloon” die weekloon van 'n werknemer gedeel deur—
- (a) 46 in die geval van 'n afhaler, motorvoertuigdrywer (uitgesonderd 'n deeltydse motorvoertuigdrywer), 'n afhaler se assistent, 'n drywer se assistent en 'n ketelbediener;
- (b) 72 in die geval van 'n nagwag;
- (c) 25 in die geval van 'n deeltydse depotassistent;
- (d) 24 in die geval van 'n deeltydse werknemer;
- (e) 44 in die geval van alle werknemers, uitgesonderd die in (a), (b), (c) en (d) hiervan genoem, en uitgesonderd los werknemers;
- (f) in die geval van los werknemers beteken „uurloon” die dagloon gedeel deur agt;
- „aansporingsbonus” of „bonus”—
- (a) in die geval van 'n fabriekswerker, 'n bonus regstreeks in verhouding tot produksie; en
- (b) in die geval van afhalers, depotassistentes en deeltydse depotassistentes, 'n kommissie regstreeks in verhouding tot kontantontvangste;
- „faktuurklerk” 'n werknemer, uitgesonderd 'n afhaler, depotassistent of deeltydse depotassistent, wat artikels op die firma se fakture inskryf en van pryse voorsien;
- „faktuurklerk, man, gekwalifiseer”, 'n manlike faktuurklerk met minstens 12 maande ondervinding;
- „faktuurklerk, man, ongekwalifiseer”, 'n manlike faktuurklerk met minder as 12 maande ondervinding;
- „faktuurklerk, vrou, gekwalifiseer”, 'n vroulike faktuurklerk met minstens 12 maande ondervinding;
- „faktuurklerk, vrou, ongekwalifiseer”, 'n vroulike faktuurklerk met minder as 12 maande ondervinding;
- „Wassery-, Droogskoonmaak- en Kleurbedryf” of „Bedryf”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Bedryf wat in bedryfsinrigtings uitgeoefen word waar artikels gewas, skoongemaak of gekleur word volgens die bestelling van klante, en omvat dit depots

- (h) loading and unloading articles on to or from vehicles or other conveyances;
- (i) shaking out articles in preparation for the next process;
- (j) making tea or similar beverages;
- (k) in relation to vehicles, filling petrol tanks, draining and filling oil sumps; removing, filling and replacing batteries; oiling and greasing motor or other vehicles; pumping air; removing, replacing or changing wheels, rims, tyres and tubes; repairing punctures; raising or lowering vehicles by means of a jack or hoist; checking for leaks and tightening studs, bolts and nuts; and/or fitting or replacing fan-belts and/or grease nipples;
- (l) removing paint from and cleaning vans in preparation for painting, rubbing down, filling primer and putty or painting parts of vehicles by brush;
- (m) demolishing buildings or other structures;
- (n) loosening, taking out, breaking or spreading stone, soil, clay or sand, digging trenches, foundations or other excavation work or sieving by hand;
- (o) mixing mortar, concrete, stone or bitumen, or transporting it by barrow or shovel;
- (p) removing refuse or ashes;
- (q) chipping scale from and cleaning boilers;
- (r) operating a hand hoist;
- (s) moving machinery or equipment;
- (t) folding statements and inserting them in envelopes, sealing envelopes, rubber stamping, mailing correspondence and parcels, or collecting mail;
- (u) under supervision, attaching labels to articles for subsequent identification;
- (v) stacking and unstacking, mass measuring to set scale or counting consumable supplies or spares;
- (w) remaining at a post inside premises to check the entry and exit of persons;
- “handyman” means an employee who, under the supervision of a maintenance man, is engaged in painting, making minor repairs and adjustments to machinery, plant, buildings or other equipment, and who may oil and grease machinery, including overhead shafting, replace belts and apply belt dressing;
- “hourly wage” means the weekly wage of the employee divided by—
- (a) 46 in the case of a collector, driver of a motor driven vehicle (other than a part-time driver), a collector's assistant, a driver's assistant and a boiler attendant;
- (b) 72 in the case of a watchman;
- (c) 25 in the case of a part-time depot attendant;
- (d) 24 in the case of a part-time employee;
- (e) 44 in the case of all employees other than those specified in (a), (b), (c) and (d) hereof, and other than casual employees;
- (f) in the case of casual employees “hourly wage” shall mean the daily wage divided by eight;
- “incentive bonus” or “bonus” means—
- (a) in the case of a factory worker a bonus directly related to output; and
- (b) in the case of collectors, depot attendants and part-time depot attendants, a commission directly related to cash takings;
- “invoice clerk” means an employee, other than a collector, depot attendant or part-time depot attendant, engaged in entering up and pricing articles on the firm's invoices;
- “invoice clerk, male, qualified”, means a male invoice clerk who has had not less than 12 months' experience;
- “invoice clerk, male, unqualified”, means a male invoice clerk who has had less than 12 months' experience;
- “invoice clerk, female, qualified”, means a female invoice clerk who has had not less than 12 months' experience;
- “invoice clerk, female, unqualified”, means a female invoice clerk who has had less than 12 months' experience;
- “Laundry, Dry Cleaning and Dyeing Trade” or “Trade” means without in any way limiting the ordinary meaning of the expression, the Trade carried on in establishments where articles are laundered, cleaned or dyed to the order of customers, and shall include depots where such articles are

waar sodanige artikels ontvang word om gewas, skoonge-
maak of gekleur te word volgens die bestelling van klan-
te, maar uitgesonderd die kleur van pelse;

„masjienbediener” ’n werknemer wat een of meer van die vol-
gende masjiene bedien, met inbegrip van ’n masjien wat die
werk van twee of meer sodanige masjiene verrig;

In die wassery- en droogskoonmaakseksies—

wasmasjiene, uitdroërs, tuimelaars en tapytsjampoema-
sjiene;

In die kleurseksie—

alle masjiene behalwe parsmasjiene;

Met dien verstande dat daar van ’n masjienbediener vereis
kan word—

- (a) om sy masjien of masjiene te olie en te smeer, dryf-
bande te herstel en klein regstellings te doen;
- (b) om die lengte en massa van behandelde artikels te
bepaal en aan te teken;
- (c) om die massa van kleurstowwe of ander chemikalieë of
bestanddele te bepaal of hulle af te meet;
- (d) om artikels vir behandeling te klassifiseer;

„onderhoudsman” ’n werknemer wat die werk verrig van ’n
werknemer wat ’n vakleerlingskap voltooi het, wat insluit die
onderhoud van en/of groter herstelwerk aan masjinerie,
installasie, geboue of ander uitrusting, en wat bygestaan kan
word deur een of meer algemene werknemers wat regstreeks
onder sy persoonlike toesig werk;

„heelmaker” ’n werknemer, uitgesonderd ’n fynstopper, wat
kledingstukke of ander geweeftde of gebreide artikels heel-
maak;

„maandloon”—kyk klousule 4 (2);

„oortyd” alle tyd waarin daar langer gewerk word as die daag-
likse of weeklikse ure wat in klousule 7 van hierdie Oor-
eenkoms voorgeskryf word;

„deeltydse drywer” ’n werknemer wat gewoonlik vir ander pligte
as die dryf van ’n motorvoertuig by sy werkgever in hierdie
Bedryf in diens is, maar van wie vereis word of wat toegelaat
word om altesaam hoogstens 24 uur per week die pligte van
’n drywer na te kom, en vir die toepassing van hierdie
omsakrywing omvat „’n motorvoertuig dryf” alle tye wat
daar gedryf word en alle tyd wat die drywer aan werk in
verband met die voertuig of die vraag bestee terwyl hy vir die
voertuig verantwoordelik is, en omvat „voertuig” enige
motorvoertuig, afgesien van die massa daarvan;

„deeltydse depotassistent” ’n depotassistent wat op ’n weeklikse
of maandelikse grondslag in diens is vir hoogstens die
gewone daaglikse en weeklikse werke vir ’n deeltydse
depotassistent voorgeskryf in klousule 7 van hierdie Oor-
eenkoms;

„gewone naaldwerker” ’n werknemer wat een of meer van die
volgende werksaamhede verrig:

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

„ontvangsdepotassistent”—kyk „depotassistent”;

„aantekenaar” ’n werknemer wat een of meer van die volgende
werksaamhede verrig:

- (a) Hoeveelhede massameet of tel en aanteken;
- (b) werktydperke en ander besonderhede aanteken wat op
produksie betrekking het;
- (c) die vordering van die werk deur die fabriek reël en/of
aanteken;
- (d) van uitgaande pakkette aantekening hou en/of steriotiep-
vorms, uitgesonderd loonregisters, vir kosteberekening-
of naslaandoeleindes invul;

„korttyd” ’n tydelike vermindering van die voorgeskrewe getal
gewone werke van ’n werknemer weens ’n algemene
onklaarmaking van installasie of masjinerie of deurdat geboue
dreig om ineen te stort as gevolg van ’n ongeluk of onvoor-
siene noodgeval, uitgesonderd ’n brand, of weens ’n tydelike
slapte in die bedryf of ’n tekort aan grondstowwe;

„magasynman” ’n werknemer wat aantekening hou van die ont-
vangs, bewaring en uitreiking van verbruikbare voorrade in
’n magasyn;

„telefonis” ’n werknemer wat ’n handtelefoonsentrale bedien;

received in order to be laundered, cleaned or dyed to the
order of customers, but excludes the dying of fur pelts;

“machine operator” means an employee who operates one or
more of the following machines—including any machine
performing the work of two or more such machines:

In the laundry and dry cleaning sections—

washers, extractors, tumblers and carpet shampooing
machines;

In the dyeing section—

all machines other than pressing machines:

Provided that a machine operator may be required—

- (a) to oil and grease his machine or machines, to repair
belts and carry out minor adjustments;
- (b) to determine and record the length and mass of pro-
cessed articles;
- (c) to mass-measure or measure out dyestuffs or other
chemicals or ingredients;
- (d) to classify articles for processing;

“maintenance man” means an employee who performs the work
of an employee who has served an apprenticeship, which
includes the maintenance of and/or major repairs to
machinery, plant, buildings or other equipment, and who may
be assisted by one or more general employees working under
his direct personal supervision;

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

“monthly wage”—see clause 4 (2);

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

“part-time driver” means an employee who is ordinarily engaged
with his employer in this Trade on duties other than driving a
motor vehicle, but who is required or permitted for not more
than 24 hours in the aggregate in any week to perform the
duties of a driver, and for the purposes of this definition the
expression “driving a motor vehicle” includes all periods of
driving and any time spent by the driver while in charge of
the vehicle or on work connected with the vehicle or the
load; and “vehicle” includes any motor vehicle irrespective
of its mass;

“part-time depot attendant” means a depot attendant who is
employed by the week or month for not more than the
ordinary daily and weekly hours of work prescribed for a
part-time depot attendant in clause 7 of this Agreement;

“plain sewer” means an employee who is engaged in one or more
of the following operations:

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

“receiving depot attendant”—see “depot attendant”;

“recorder” means an employee engaged in one or more of the
following operations:

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

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

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

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

„tydopnemer” ’n manlike werknemer wat enige aantekening genoem in klousule 26 (1) van hierdie Ooreenkoms hou, maar wat nie die besoldiging van werknemers mag bereken nie;

„Bedryf”—kyk „Wassery-, Droogskoonmaak- en Kleurbedryf”;

„onbelaste massa” die massa van ’n motorvoertuig of sleepwa soos aangegee in ’n lisensie of sertifikaat wat ten opsigte van so ’n motorvoertuig of sleepwa uitgereik is deur ’n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van ’n twee- of driewielmotorfiets, bromponie of bromfiets of trapfiets met hulpmotor, die onbelaste massa geag word hoogstens 500 kg te wees;

„ongespesifiseerde werknemers”—kyk klousule 31;

„loon” of „lone” die loon in kontant aan ’n werknemer betaalbaar ingevolge klousule 4 (1) vir sy gewone werkure in klousule 7 voorgeskryf, of sodanige hoër bedrag as wat ’n werkgewer gewoonlik aan sy werknemer betaal vir sy gewone werkure, maar uitgesonderd ’n aansporingsbonus of kommissie wat ingevolge klousule 19 van hierdie Ooreenkoms aan ’n werknemer betaal word of betaalbaar is;

„wag” ’n werknemer wat bedags of snags die perseel van ’n bedryfsinrigting bewaak.

(B) Droogskoonmaakseksie

„massasorteerder” ’n werknemer wat behandelde en ondersoekte artikels volgens die kodemerk van die werkgewer se depots, agente of afhalers van mekaar skei, maar wat nie artikels volgens die klante se uitkenningmerke mag skei nie;

„nasiener” ’n werknemer wat behandelde en versamelde artikels ná sortering met die lys van klante of die firma se fakture vergelyk, en/of afskrifte van sodanige lyste of fakture maak, en/of versendingslyste opstel;

„nasiener, gekwalifiseer”, ’n nasiener met minstens ses maande ondervinding;

„nasiener, ongekwalifiseer”, ’n nasiener met minder as ses maande ondervinding;

„droëborselaar” ’n werknemer wat artikels nagaan vir merke wat tydens behandeling ontstaan en wat sodanige merke met ’n droë borsel kan verwyder;

„afwerker” ’n werknemer wat artikels volgens fatsoen stryk, pars of stoom nadat dit droogskoongemaak is; ’n afwerker wat ’n parsmasjien bedien, kan, benewens sy werk, ook klein regstellings doen aan die masjien wat hy gewoonlik bedien;

„afwerker, gekwalifiseer”, ’n manlike afwerker met minstens ses maande ondervinding: Met dien verstande dat ’n vroulike afwerker sonder ondervinding geag word ’n gekwalifiseerde afwerker te wees;

„afwerker, ongekwalifiseer”, ’n manlike afwerker met minder as ses maande ondervinding;

„fynstopper” ’n werknemer wat met die hand of masjien goedere (uitgesonderd sykouse of ander kousware) bestaande uit geweefde of gebreide materiaal, deur toepassing van die hermelyn- en/of fyndraad- en/of oorstoppingsprosedure heelmaak of herstel;

„fynstopper, gekwalifiseer”, ’n fynstopper met minstens 12 maande ondervinding;

„fynstopper, ongekwalifiseer”, ’n fynstopper met minder as 12 maande ondervinding;

„merker” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

- Artikels merk met die klante se uitkenningmerke, uitgesonderd deur vooraf gemerkte linte of kenstrookies daaraan te heg;
- uitkenningmerke op strokies materiaal of kenstrookies skryf om aan artikels vas te heg;
- sodanige uitkenningmerke met strokies of fakture vergelyk voordat die betrokke artikels behandel word en artikels met die oog op foute of vlekke kan ondersoek, sodanige artikels vir behandeling kan klassifiseer en artikels in massa tel en die totaal daarvan aanteken;

„parser”—kyk „afwerker”;

„sorteerder” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

- Die sortering en/of versameling van behandelde artikels volgens die klante se uitkenningmerke en/of lyste van klante of fakture van die firma;

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

„Trade”—see “Laundry, Dry Cleaning and Dyeing Trade”;

„unladen mass” means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two- or three-wheeled motor cycle, motor scooter or autocycle or cycle fitted with an auxiliary engine, the unladen mass shall be deemed not to exceed 500 kg;

„unspecified employees”—see clause 31;

„wage” or „wages” means the wage payable to an employee in money in terms of clause 4 (1) in respect of his ordinary hours of work prescribed in clause 7, or such higher amount as an employer regularly pays an employee in respect of his ordinary hours of work, but excludes an incentive bonus or commission paid or payable to an employee in terms of clause 19 of this Agreement;

„watchman” means an employee engaged in guarding the premises of any establishment by day or by night.

(B) Dry Cleaning Section

„bulk sorter” means an employee engaged in separating processed and examined articles according to the code-mark of any depot, agent or collector of the employer, but who shall not separate articles according to the customers’ identification marks;

„checker” means an employee engaged in checking with the customers’ lists or firm’s invoices processed articles after they have been sorted and assembled, and/or in copying such lists or invoices and/or in compiling despatch sheets;

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

„checker, unqualified”, means a checker who has had less than six months’ experience;

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

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

„finishing hand, qualified”, means a male finishing hand who has had not less than six months’ experience: Provided that a female finishing hand without experience shall be deemed to be a qualified finishing hand;

„finishing hand, unqualified”, means a male finishing hand with less than six months’ experience;

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

„invisible mender, qualified”, means an invisible mender who has had not less than 12 months’ experience;

„invisible mender, unqualified”, means an invisible mender who has had less than 12 months’ experience;

„marker” means an employee engaged in one or more of the following operations:

- Marking articles with customers’ identification marks other than by attaching pre-marked tapes or tabs;
- entering identification marks on slips or tabs for attachment to articles;
- checking such identification marks against slips or invoices before the articles concerned are processed; and who may examine articles for faults or blemishes, classify such articles for processing and count articles in bulk and record the total thereof;

„presser”—see “finishing hand”;

„sorter” means an employee engaged in one or more of the following operations:

- The sorting and/or assembling of processed articles according to customers’ identification marks and/or customers’ lists or firm’s invoices;

(b) die kontroliering van uitkenningmerke wat op artikels aangebring word: Met dien verstande dat dit nie die pligte van 'n nasiener mag omvat nie;

„vlekuithaler” ’n werknemer wat artikels vir die uithaal van vlekke uitsoek en/of wat vlekke uit artikels uithaal deur middel van standaardoplossings, uitgesonderd seep of ’n seepoplossing of -poeier;

„natskoonmaker” of „waterborselaar” ’n werknemer wat artikels met seep of ’n seepoplossing of -poeier was, deur middel van ’n borsel, spuit, doek, spons of stoomspuit.

(C) Wasseryseksie

„kalendermasjien- of mangelbediener” ’n werknemer wat artikels in ’n kalendermasjien of mangel voer en/of dit daaruit haal en/of vou, en wat die masjien kan aan- of afskakel;

„nasiener” ’n werknemer wat behandelde artikels met die lyste van klante of die firma se fakture vergelyk nadat dit gesorteer en versamel is, en/of afskrifte van sodanige lyste of fakture maak;

„nasiener, gekwalifiseer”, ’n nasiener met minstens ses maande ondervinding;

„nasiener, ongekwalifiseer”, ’n nasiener met minder as ses maande ondervinding;

„afwerker” ’n werknemer, uitgesonderd ’n kalenderwerker, wat goedere wat reeds gewas is, stryk of pars, of wat komberse, nadat dit gewas of droogskoongemaak is, finaal behandel; ’n afwerker wat ’n parsmasjien bedien, kan as ’n bykomstigheid by sy werk, klein regstellings doen aan die masjien wat hy gewoonlik bedien;

„afwerker, gekwalifiseer”, ’n manlike afwerker met minstens ses maande ondervinding: Met dien verstande dat ’n vroulike afwerker sonder ondervinding geag word ’n gekwalifiseerde afwerker te wees;

„afwerker, ongekwalifiseer”, ’n manlike afwerker met minder as ses maande ondervinding;

„merker” ’n werknemer wat artikels vir uitkenning merk en sodanige artikels vir behandeling kan klassifiseer en artikels in massa tel en die totaal daarvan aanteken;

„parser”—kyk „afwerker”;

„sorteerder” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Die sortering en/of versameling van behandelde artikels volgens die klante se uitkenningmerke en/of lyste van klante of die fakture van die firma;

(b) die kontroliering van uitkenningmerke wat op artikels aangebring word: Met dien verstande dat dit nie die pligte van ’n nasiener mag omvat nie.

(D) Kleurseksie

„nasiener” ’n werknemer wat behandelde artikels, nadat dit gesorteer en versamel is, met die lyste van klante of die firma se fakture vergelyk en/of afskrifte van sodanige lyste of fakture maak, en wat die massa van behandelde artikels kan meet en die massa en hoeveelhede daarvan aanteken;

„nasiener, gekwalifiseer”, ’n nasiener met minstens ses maande ondervinding;

„nasiener, ongekwalifiseer”, ’n nasiener met minder as ses maande ondervinding;

„kleurder” ’n werknemer wat kleurstowwe meng en, aangesien hy vir die kleur- en/of bleikproses verantwoordelik is, besluit watter kleurstowwe of kleurstofsamstellings of ander chemikalieë aangewend moet word om die vereiste kleurskakering te verkry, en wat instruksies in verband met die aanwending daarvan uitreik;

„merker” ’n werknemer wat artikels of kledestowwe voor behandeling vir uitkenning merk, en wat artikels in massa kan tel en die totaal daarvan aanteken;

„naaldwerker” ’n werknemer wat ’n naaimasjien bedien ten einde lengtes materiaal ter voorbereiding vir die kleurproses aanmekaar te heg.

4. LONE

(1) Behoudens subklousule (7) van hierdie klousule, moet ’n werkgever minstens die minimum lone hieronder aangedui elke week aan elke lid van ondergenoemde klasse werknemers betaal en mag sodanige werknemers nie laer lone as dié hieronder getoon, aanvaar nie:

(b) the verification of identification marks placed on articles: Provided that this shall not include the duties of a checker;

“spotter” means an employee engaged in selecting articles for spotting and/or the removal of stains from articles by means of stock solutions other than soap or a soap solution or powder;

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

(C) Laundry Section

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

“checker” means an employee engaged in checking with the customers’ lists or firm’s invoices processed articles after they have been sorted and assembled, and/or making copies of such lists or invoices;

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

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

“finishing hand” means an employee other than a calender hand engaged in ironing or pressing articles after they have been laundered, or in the finishing processes of blankets after they have been laundered or 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;

“finishing hand, qualified”, means a male finishing hand who has had not less than six months’ experience: Provided that a female finishing hand without experience shall be deemed to be a qualified finishing hand;

“finishing hand, unqualified”, means a male finishing hand, with less than six months’ experience;

“marker” means an employee engaged in marking articles for identification purposes and who may classify such articles for processing and count articles in bulk and record the total thereof;

“presser”—see “finishing hand”;

“sorter” means an employee engaged in one or more of the following operations:

(a) The sorting and/or assembling of processed articles according to customers’ identification marks and/or customers’ lists or firm’s invoices;

(b) the verification of identification marks placed on articles: Provided that this shall not include the duties of a checker.

(D) Dyeing Section

“checker” means an employee engaged in checking with customers’ lists or firm’s invoices processed articles after they have been sorted and assembled, and/or in copying such lists or invoices, and who may mass-measure and record mass and quantities of processed articles;

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

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

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

“marker” means an employee engaged in marking articles or fabrics prior to processing for identification purposes, and who may count articles in bulk and record the total thereof;

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

4. WAGES

(1) Subject to the provisions of subclause (7) of this clause, the minimum wages which an employer shall pay per week to each member of the undermentioned classes of employees, shall be not less than that shown hereunder and such employees shall not accept less than the wages shown hereunder, viz:

Kategorie	Minimum lone per week vanaf die datum van inwerkingtre- ding van hier- die Ooreenkoms		Minimum lone per week vanaf 11 Oktober 1977		Minimum lone per week vanaf 1 Januarie 1978		Minimum lone per week vanaf 1 Januarie 1979	
	Mans	Vroue	Mans	Vroue	Mans	Vroue	Mans	Vroue
A. ALGEMENE SEKSIE								
1. Ketelbediener	20,00	20,00	20,00	20,00	22,40	22,40	25,09	25,09
2. Uitroeper	18,00	15,00	18,95	15,30	20,16	16,80	22,58	18,82
**Los werknemer—Kyk klousule 4 (3) en 4 (7)								
3. Onderbaas: Minstens R2,53 per week bo die minimum loon vir die hoogs besoldigde klas werknemer in die groep of seksie aan die hoof waarvan hy staan.								
4. Klerk:								
Eerste jaar ondervinding ...	25,38	23,08	27,69	25,38	28,43	25,85	31,84	28,95
Tweede jaar ondervinding ..	29,54	25,38	31,85	27,69	33,08	28,43	37,05	31,84
Daarna	46,15	38,15	48,46	38,15	51,68	42,73	57,89	47,86
5. (a) Afhaler graad I	36,00	36,00	36,00	36,00	40,32	40,32	45,16	45,16
(b) Afhaler graad II: Indien die onbelaste massa van die voertuig wat gebruik word— hoogstens 450 kg is	27,00	27,00	27,00	27,00	30,24	30,24	33,87	33,87
meer as 450 kg is	31,00	31,00	31,00	31,00	34,72	34,72	38,89	38,89
(c) Afhaler graad III	19,00	19,00	20,90	20,90	21,28	21,28	23,83	23,83
Daarbenewens moet 'n afhaler graad III kommissie van 5c betaal word vir alle bestellings ter waarde van R1,00 vir was, droogskoonmaak of kleur bo die bestel- lings ter waarde van R40,00 wat hy in 'n bepaalde week inbring, en dit moet bere- ken word op grondslag van die pryse wat die klante werklik betaal het, afgesien daarvan of hy sodanige bestellings per- soonlik gewerf of aangevra het of nie.								
(d) Afhaler se assistent	18,00	15,00	18,95	15,30	20,16	16,80	22,58	18,82
6. (a) Depotassistent:								
Eerste ses maande onder- vinding	21,50	21,50	22,65	22,65	24,08	24,08	26,97	26,97
Tweede ses maande ondervinding	25,00	25,00	25,00	25,00	28,00	28,00	31,36	31,36
Daarna	28,00	28,00	28,00	28,00	31,36	31,36	35,12	35,12
(b) Deeltydse depotassistent— Kyk klousule 4 (10)	20,60	20,60	22,65	22,65	23,07	23,07	25,84	25,84
7. (a) Drywer, indien onbelaste massa van voertuig wat gebruik word— hoogstens 450 kg is	22,00	22,00	24,00	24,00	24,64	24,64	27,60	27,60
meer as 450 kg tot 2 700 kg is	28,00	28,00	30,00	30,00	31,36	31,36	35,12	35,12
meer as 2 700 kg is	34,00	34,00	36,00	36,00	38,08	38,08	42,65	42,65
(b) Deeltydse drywer	24,00	24,00	24,00	24,00	26,88	26,88	30,11	30,11
Met dien verstande dat indien die mini- mum loon in hierdie subklousule voorge- skryf ten opsigte van die gewone werk- saamhede van die betrokke werknemer in die jare 1977, 1978 en 1979 meer is as onderskeidelik R24,00 R26,88 of R30,11, sodanige hoër loon betaal moet word. [Kyk ook klousule 4 (5) (d).]								
(c) Drywer se assistent	18,00	15,00	18,95	15,30	20,16	16,80	22,58	18,82
**Werknemers nie vermeld nie—kyk klousule 31 (3).								
8. Ondersoeker:								
Eerste drie maande onder- vinding	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Daarna	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
9. Voorman	66,00	49,42	69,00	49,42	77,28	55,35	86,55	61,99
10. Algemene werknemer	18,00	15,00	18,20	15,00	20,16	16,80	22,58	18,82
11. Faktotum	33,00	33,00	36,00	36,00	36,96	36,96	41,40	41,40
12. Faktuurklerk								
Eerste ses maande ondervin- ding	22,70	19,00	25,00	20,90	25,42	21,28	28,47	23,83

Kategorie	Minimum lone per week vanaf die datum van inwerkingtre- ding van hier- die Ooreenkoms		Minimum lone per week vanaf 11 Oktober 1977		Minimum lone per week vanaf 1 Januarie 1978		Minimum lone per week vanaf 1 Januarie 1979	
	Mans	Vroue	Mans	Vroue	Mans	Vroue	Mans	Vroue
Tweede ses maande onder- vinding	26,35	21,35	29,00	23,50	29,51	23,91	33,05	26,78
Daarna	32,00	23,70	33,00	26,10	35,84	26,54	40,14	29,72
**Arbeider (kyk algemene werknemer A. 10).								
13. Onderhoudsman	64,00	64,00	67,00	67,00	71,68	71,68	80,28	80,28
14. Heelmaker:								
Eerste ses maande ondervin- ding	19,30	17,65	20,00	18,20	21,62	19,77	24,21	22,14
Daarna	19,80	18,30	21,25	19,40	22,18	20,50	24,84	22,96
**Kyk ook fynstopper B. 5.								
**Kyk deeltydse depotassistent 6 (b).								
**Kyk deeltydse drywer—7 (b).								
15. Gewone naaldwerker	18,00	15,00	18,95	15,30	20,16	16,80	22,58	18,82
**Parser—kyk afwerker B. 4 en C. 3.								
16. Aantekenaar:								
Eerste ses maande ondervin- ding	19,00	19,00	20,90	20,90	21,28	21,28	23,83	23,83
Tweede ses maande onder- vinding	21,35	21,35	23,50	23,50	23,91	23,91	26,78	26,78
Daarna	23,70	23,70	26,10	26,10	26,54	26,54	29,72	29,72
17. Magasynman:								
Eerste jaar ondervinding ...	18,50	18,50	18,50	18,50	20,72	20,72	23,21	23,21
Tweede jaar ondervinding ..	21,00	21,00	21,00	21,00	23,52	23,52	26,34	26,34
Daarna	38,02	38,02	38,02	38,02	42,58	42,58	47,69	47,69
**Telefonis—kyk klerk								
18. Tydopnemer								
Eerste jaar ondervinding ...	20,00	20,00	20,00	20,00	22,40	22,40	25,09	25,09
Tweede jaar ondervinding ..	23,00	23,00	23,00	23,00	25,76	25,76	28,85	28,85
Daarna	29,00	29,00	29,00	29,00	32,48	32,48	36,38	36,38
**Werknemers nie vermeld nie—kyk klousule 31 (3).								
19. Wag	18,20	18,20	20,00	20,00	20,38	20,38	22,83	22,83
B. DROOGSKOONMAAKSEKSIE								
1. Massasorteerder	18,00	15,00	18,95	15,30	20,16	16,80	22,58	18,82
**Kyk ook sorteerder B. 8.								
2. Nasioner:								
Eerste ses maande ondervin- ding	19,00	16,50	20,90	18,20	21,28	18,48	23,83	20,70
Daarna	21,60	19,39	23,80	19,80	24,19	21,72	27,09	24,33
3. Droëborselaar	18,00	15,00	18,95	15,30	20,16	16,80	22,58	18,82
4. Afwerker								
Eerste ses maande ondervin- ding	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Daarna	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
5. Fynstopper:								
Eerste ses maande ondervin- ding	19,30	19,30	19,30	19,30	21,62	21,62	24,21	24,21
Tweede ses maande onder- vinding	21,50	21,50	22,70	22,70	24,08	24,08	26,97	26,97
Daarna	27,00	27,00	27,25	27,25	30,24	30,24	33,87	33,87
6. Masjienbediener:								
Eerste ses maande ondervin- ding	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Daarna	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
7. Merker:								
Eerste drie maande onder- vinding	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Daarna	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
8. Sorteerder:								
Eerste drie maande onder- vinding	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Daarna	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
9. Vlekuithaler:								
Eerste drie maande onder- vinding	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Daarna	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14

Kategorie	Minimum lone per week vanaf die datum van inwerkingtreding van hierdie Ooreenkoms		Minimum lone per week vanaf 11 Oktober 1977		Minimum lone per week vanaf 1 Januarie 1978		Minimum lone per week vanaf 1 Januarie 1979	
	Mans	Vroue	Mans	Vroue	Mans	Vroue	Mans	Vroue
10. Natskoonmaker of waterborselaar:								
Eerste drie maande onder-								
vinding	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Daarna	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
C. WASSERYSEKSIE								
1. Kalandermasjien- of mangelbediener:	18,00	15,05	18,95	15,30	20,16	16,85	22,58	18,87
2. Nasiener:								
Eerste ses maande ondervinding	19,00	16,50	20,90	18,20	21,28	18,48	23,83	20,70
Daarna	21,60	19,39	23,80	19,80	24,19	21,72	27,09	24,33
3. Afwerker:								
Eerste ses maande ondervinding	18,00	15,00	18,95	15,30	20,16	16,80	22,58	18,82
Daarna	19,00	15,50	19,00	15,50	21,28	17,36	23,83	19,44
4. Masjienbediener:								
Eerste ses maande ondervinding	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Daarna	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
5. Merker								
Eerste drie maande ondervinding	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Daarna	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
6. Sorteerder								
Eerste drie maande ondervinding	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Daarna	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
D. KLEURSEKSIE								
1. Nasiener								
Eerste ses maande ondervinding	19,00	16,50	20,90	18,20	21,28	18,48	23,83	20,70
Daarna	21,60	19,39	23,80	19,80	24,19	21,72	27,09	24,33
2. Kleurder	64,00	64,00	67,00	67,00	75,04	75,04	84,04	84,04
3. Masjienbediener								
Eerste ses maande ondervinding	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Daarna	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
4. Merker								
Eerste drie maande ondervinding	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Daarna	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
5. Naaldwerker	18,00	15,00	18,95	15,30	20,16	16,80	22,58	18,82

Category	Minimum rates per week as from the date of coming into operation of this Agreement		Minimum rates per week as from 11 October 1977		Minimum rates per week as from 1 January 1978		Minimum rates per week as from 1 January 1979	
	Males	Females	Males	Females	Males	Females	Males	Females
A. GENERAL SECTION								
1. Boiler attendants	20,00	20,00	20,00	20,00	22,40	22,40	25,09	25,09
2. Caller out	18,00	15,00	18,95	15,30	20,16	16,80	22,58	18,82
**Casual employee—See clause 4 (3) and 4 (7)								
3. Chargehand:								
Not less than R2,53 per week above the minimum wage for the highest paid class of employee in the group or section of which he is in charge.								

Category	Minimum rates per week as from the date of coming into operation of this Agreement		Minimum rates per week as from 11 October 1977		Minimum rates per week as from 1 January 1978		Minimum rates per week as from 1 January 1979	
	Males	Females	Males	Females	Males	Females	Males	Females
16. Recorder:								
First six months of experience	19,00	19,00	20,90	20,90	21,28	21,28	23,83	23,83
Second six months of experience	21,35	21,35	23,50	23,50	23,91	23,91	26,78	26,78
Thereafter	23,70	23,70	26,10	26,10	26,54	26,54	29,72	29,72
17. Storeman:								
First year of experience	18,50	18,50	18,50	18,50	20,72	20,72	23,21	23,21
Second year of experience ..	21,00	21,00	21,00	21,00	23,52	23,52	26,34	26,34
Thereafter	38,02	38,02	38,02	38,02	42,58	42,58	47,69	47,69
**Telephone Operator—see Clerical employee								
18. Timekeeper:								
First year of experience	20,00	20,00	20,00	20,00	22,40	22,40	25,09	25,09
Second year of experience ..	23,00	23,00	23,00	23,00	25,76	25,76	28,85	28,85
Thereafter	29,00	29,00	29,00	29,00	32,48	32,48	36,38	36,38
**Employees not specified—see clause 31 (3).								
19. Watchman	18,20	18,20	20,00	20,00	20,38	20,38	22,83	22,83
B. DRY CLEANING SECTION								
1. Bulk sorter	18,00	15,00	18,95	15,30	20,16	16,80	22,58	18,82
**See also sorter B. 8.								
2. Checker:								
First six months of experience	19,00	16,50	20,90	18,20	21,28	18,48	23,83	20,70
Thereafter	21,60	19,39	23,80	19,80	24,19	21,72	27,09	24,33
3. Dry-brusher	18,00	15,00	18,95	15,30	20,16	16,80	22,58	18,82
4. Finishing hand:								
First six months of experience	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Thereafter	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
5. Invisible mender:								
First six months of experience	19,30	19,30	19,30	19,30	21,62	21,62	24,21	24,21
Second six months of experience	21,50	21,50	22,70	22,70	24,08	24,08	26,97	26,97
Thereafter	27,00	27,00	27,25	27,25	30,24	30,24	33,87	33,87
6. Machine operator:								
First six months of experience	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Thereafter	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
7. Marker:								
First three months of experience	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Thereafter	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
8. Sorter:								
First three months of experience	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Thereafter	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
9. Spotter:								
First three months of experience	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Thereafter	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
10. Wet Cleaner or water brusher:								
First three months of experience	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Thereafter	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
C. LAUNDRY SECTION								
1. Calendar machine or mangle operator:	18,00	15,05	18,95	15,30	20,16	16,85	22,58	18,87
2. Checker:								
First six months of experience	19,00	16,50	20,90	18,20	21,28	18,48	23,83	20,70
Thereafter	21,60	19,39	23,80	19,80	24,19	21,72	27,09	24,33
3. Finishing hand:								
First six months of experience	18,00	15,00	18,95	15,30	20,16	16,80	22,58	18,82
Thereafter	19,00	15,50	19,00	15,50	21,28	17,36	23,83	19,44

Category	Minimum rates per week as from the date of coming into operation of this Agreement		Minimum rates per week as from 11 October 1977		Minimum rates per week as from 1 January 1978		Minimum rates per week as from 1 January 1979	
	Males	Females	Males	Females	Males	Females	Males	Females
4. Machine operator:								
First six months of experience	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Thereafter	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
5. Marker:								
First three months of experience	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Thereafter	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
6. Sorter:								
First three months of experience	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Thereafter	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
D. DYEING SECTION:								
1. Checker:								
First six months of experience	19,00	16,50	20,90	18,20	21,28	18,48	23,83	20,70
Thereafter	21,60	19,39	23,80	19,80	24,19	21,72	27,09	24,33
2. Dyer:	64,00	64,00	67,00	67,00	75,04	75,04	84,04	84,04
3. Machine operator:								
First six months of experience	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Thereafter	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
4. Marker:								
First three months of experience	18,20	16,50	20,00	18,20	20,38	18,48	22,83	20,70
Thereafter	19,30	17,65	21,25	19,40	21,62	19,77	24,21	22,14
5. Sewer	18,00	15,00	18,95	15,30	20,16	16,80	22,58	18,82

(2) *Maandeliks besoldigde werknemer.*—Die minimum loon verskuldig aan 'n werknemer wat maandeliks besoldig word, moet bereken word teen vier en een derde maal die weekloon aan hom ingevolge hierdie Ooreenkoms verskuldig.

(3) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde ontvang van die weekloon (of in die geval van 'n stygende skaal, een vyfde van die weekloon vir 'n gekwalifiseerde werknemer) wat voorgeskryf word vir 'n werknemer van dieselfde geslag wat dieselfde soort werk verrig as wat van 'n los werknemer vereis word: Met dien verstande dat wanneer daar nie van 'n los werknemer vereis word om langer as vier agtereenvolgende ure op 'n dag te werk nie, sy voorgeskrewe loon met 50 persent verminder kan word.

(4) Niks in subklousule (1) van hierdie klousule mag die uitwerking hê dat die loon wat aan 'n werknemer betaal word, verminder word terwyl hy by dieselfde werkgever in dieselfde klas werk werksaam is nie, hetsy sodanige werknemer vóór, ná of op die datum waarop hierdie Ooreenkoms in werking tree, by die besondere werkgever sy diens begin het, en sodanige werknemer moet, as hy 'n hoër loon ontvang as dié wat voorgeskryf is, terwyl hy by dieselfde werkgever in diens en in dieselfde klas werk werksaam is, steeds die hoër loon betaal word wat hy ontvang het, asof sodanige hoër loon die minimum loon van die werknemer is.

(5) 'n Werkgever wat op enige dag van 'n werknemer in enige besondere klas werk vereis of hom toelaat om vir 'n tydperk, hetsy benewens sy eie klas werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër minimum loon as dié van sy eie klas in subklousule (1) van hierdie klousule voorgeskryf word, moet sodanige werknemer vir die hele dag waarop hy werk in sodanige hoër besoldigde klas verrig het en vir alle oortydwerk wat hy op sodanige dag verrig het, 'n loon betaal wat bereken is teen die hoër loonskaal vir sodanige ander klas werk in subklousule (1) van hierdie klousule voorgeskryf: Met dien verstande dat—

(a) waar 'n werknemer vir enige tydperk op een of meer dae per week, vir 'n tydperk van altesaam minstens 10 weke in 'n tydperk van ses agtereenvolgende maande of korter, werk van 'n ander klas verrig waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) van hierdie klousule voorgeskryf word, hy na afloop van sodanige 10 weke vir die hele week waarin hy enige werk in sodanige hoër besoldigde

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

(3) *Casual employee.*—A casual employee shall receive for each day or part of a day of employment not less than one-fifth of the weekly wage (or in the case of a rising scale, one-fifth of the weekly wage for a qualified employee) prescribed for an employee of the same sex performing the same class of work as the casual employee is required to perform: Provided that, whenever a casual employee is not required to work for a period of more than four consecutive hours on any day, his prescribed wage may be reduced by 50 per cent.

(4) Nothing contained in subclause (1) of this clause shall operate to reduce the rate of wages paid to an employee while he is working for the same employer and in the same category of work, whether such employee commenced his employment with the particular employer before, after or on the date of coming into operation of this Agreement, and such employee, if he is in receipt of a higher wage than that prescribed, shall, while being employed by the same employer and in the same category of work, continue to be paid at the higher rate received by him as though such higher rate were the minimum rate in respect of that employee.

(5) An employer who on any day requires or permits an employee in any particular class of work to perform for any period, either in addition to his own class of work or in substitution therefor, work of another class for which a higher minimum wage than that of his own class is prescribed in subclause (1) of this clause, shall pay to such employee in respect of the whole day on which he performed any work in such higher paid class and in respect of any overtime which he worked on such day, wages calculated at the higher rate of wages prescribed for such other class of work in subclause (1) of this clause: Provided that—

(a) where an employee performs, for any period on one or more days per week, work of another class for which a higher wage than that of his own class is prescribed in subclause (1) of this clause for a period of not less than 10 weeks in the aggregate within a period of six consecutive months or less, he shall, after the completion of such 10 weeks, be paid in respect of the whole week during which he performed any

klas verrig het en vir alle oortydwerk wat hy gedurende sodanige week verrig het, 'n loon betaal moet word, bereken teen die hoër loonskaal vir sodanige hoër besoldigde werk in subklousule (1) van hierdie klousule voorgeskryf;

- (b) paragraaf (a) egter nie van toepassing is nie indien daar ná voltooiing van genoemde 10 weke nie ingevolge hierdie subklousule vereis is dat die hoër loon vir 'n tydperk van minstens vier agtereenvolgende weke betaal moes word nie;
- (c) die loon wat in hierdie subklousule vermeld word sodanige hoër bedrag insluit as wat 'n werkgewer gereeld aan 'n werknemer vir sy gewone werkure betaal, uitgesonderd enige aansporingsbonus of kommissie wat aan sodanige werknemer ingevolge klousule 19 van hierdie Ooreenkoms betaal word of betaalbaar is;
- (d) waar daar van 'n deeltydse drywer vereis of hy toegelaat word om 'n motorvoertuig langer as altesaam 24 uur in 'n bepaalde week te dryf, hy vir die hele week of dag (na gelang van die geval) en vir alle oortyd gedurende sodanige week of op sodanige dag (na gelang van die geval) gewerk, minstens die loon betaal moet word wat voorgeskryf word vir 'n voltydse drywer wat 'n motorvoertuig van dieselfde massa dryf as dié wat deur die deeltydse drywer gedryf word [kyk ook subklousule (1) (A) 7 (b) van hierdie klousule].

(6) By die indeling van 'n werknemer moet hy, behoudens subklousule (5) hiervan, geag word in diens te wees in die beroep waarin hy hoofsaaklik of uitsluitlik in diens is.

(7) Vir die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus, en behoudens subklousule (5) hiervan en klousule 6, moet 'n werknemer vir 'n bedryfsinrigting se gewone werkweek in hierdie Ooreenkoms voorgeskryf vir die besondere klas werk waarin hy in diens is minstens sy volle weekloon betaal word, afgesien daarvan of hy in daardie week die maksimum getal gewone ure in klousule 7 voorgeskryf of minder gewerk het. 'n Los werknemer moet in ooreenstemming met subklousule (3) van hierdie klousule besoldig word.

(8) 'n Werknemer van wie vereis word om sy eie fiets vir die uitvoering van sy pligte te gebruik, moet, benewens sy loon, minstens 50c per week betaal word.

(9) *Ekstra besoldiging.*—(a) Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, moet elke werkgewer, benewens die besoldiging in subklousule (1) van hierdie klousule voorgeskryf, aan elke werknemer van die klasse en genoemde subklousule vermeld wat op genoemde dag in sy diens is, ekstra besoldiging betaal, gelyk aan die verskil tussen die globale lone wat werklik aan elke sodanige werknemer gedurende die tydperk vanaf 10 Oktober 1976 tot op die datum van inwerkingtreding van hierdie Ooreenkoms betaal is, en 'n bedrag gelyk aan die globale lone wat hy aan elke sodanige werknemer gedurende genoemde tydperk sou betaal het indien hy sodanige werknemer besoldig het in ooreenstemming met die loon in genoemde subklousule (1) vermeld teenoor die klas waarin sodanige werknemer val: Met dien verstande dat hierdie bepaling nie van toepassing is nie op en ten opsigte van 'n werknemer wat gedurende genoemde tydperk werklik 'n globale bedrag aan lone ontvang het wat gelyk aan of meer is as die bedrag wat hy sou ontvang het indien hy besoldig was in ooreenstemming met die loon in genoemde subklousule (1) vir 'n werknemer van sy klas voorgeskryf.

(b) Waar 'n werknemer hierbo in paragraaf (a) bedoel gedurende genoemde tydperk oortydwerk verrig het soos in hierdie Ooreenkoms omskryf, en die werkgewer so 'n werknemer vir sodanige oortydwerk besoldig het deur hom globaal minder te betaal as wat hy sou betaal het indien hy klousule 9 van hierdie Ooreenkoms ten opsigte van die loonskaal wat in genoemde subklousule (1) verskyn teenoor die klas waaronder so 'n werknemer val, op en ten opsigte van so 'n werknemer toegepas het, moet so 'n werknemer ekstra besoldiging ontvang gelyk aan die verskil tussen genoemde globale bedrae, en sodanige ekstra oortydbesoldiging moet insgelyks betaal word op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree.

(10) *Deeltydse depotassistent.*—Wanneer daar van 'n deeltydse depotassistent vereis word om minder as vier agtereenvolgende ure op 'n dag te werk, moet hy desondanks vir vier uur betaal word.

5. BETALING VAN BESOLDIGING

(1) Behoudens klousules 19 (2) (d), 17 (6) en 10 (3) en subklousule (2) van hierdie klousule, moet die loon en ander bedrae wat aan

work in such higher paid class and in respect of any overtime which he performed during such week, wages calculated at the higher rate of wages prescribed for such higher paid work in subclause (1) of this clause;

- (b) the provisions of paragraph (a) shall not apply, however, if after the completion of the aforesaid 10 weeks the higher wage was not required to be paid in terms of this subclause for a period of at least four consecutive weeks;
- (c) the wage referred to in this subclause includes such higher amount as an employer regularly pays to an employee in respect of his ordinary hours of work excluding any incentive bonus or commission paid or payable to such employee in terms of clause 19 of this Agreement;
- (d) whenever a part-time driver is required or permitted to drive a motor vehicle for more than 24 hours in the aggregate in any week he shall in respect of the whole of such week or day (as the case may be) and in respect of any overtime worked during such week or on such day (as the case may be) be paid not less than the wage prescribed for a full-time driver driving a motor vehicle of the same mass as that driven by such part-time driver [see also subclause (1) (A) 7 (b) of this clause].

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

(7) 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 subclause (5) hereof and in clause 6, an employee shall be paid in respect of an establishment's normal working week prescribed in this Agreement for the particular category of work in which he is engaged not less than his full weekly wage whether he had in that week worked the maximum number of ordinary hours prescribed in clause 7 or less. A casual employee shall be paid in accordance with the provisions prescribed in subclause (3) of this clause.

(8) An employee who is required to use his own bicycle in the performance of his duties shall be paid not less than 50c per week, in addition to his wages.

(9) *Extra remuneration.*—(a) On the first pay-day after this Agreement comes into operation, every employer shall, in addition to the remuneration prescribed under subclause (1) of this clause, pay to each employee in his employment on the said day, of the classes specified in the said subclause, extra remuneration equal to the difference between the wages actually paid to each such employee in the aggregate during the period from 10 October 1976, to the date of coming into operation of this Agreement, and an amount equal to the wages he would have paid to each such employee in the aggregate during the said period if he had remunerated such employee in accordance with the wage shown in the said subclause (1) opposite the class to which such employee belongs: Provided that this provision shall not apply to and in respect of an employee who in the aggregate during the said period actually received in wages an amount equal to or more than the amount he would have received if he had been remunerated in accordance with the wage prescribed for an employee of his class in the said subclause (1).

(b) Where, during the said period, an employee such as referred to in paragraph (a) above has worked any overtime as defined in this Agreement, and the employer remunerated such employee for such overtime by paying him less in the aggregate than he would have paid if he had applied to and in respect of such employee the provisions of clause 9 of this Agreement in respect of the wage rate shown in the said subclause (1) opposite the class to which such employee belongs, such employee shall be paid extra remuneration equal to the difference between the said aggregate amounts, and such extra overtime remuneration shall likewise be paid on the first pay-day after this Agreement comes into operation.

(10) *Part-time depot attendant.*—Whenever a part-time depot attendant is required to work for a period of less than four consecutive hours on any day he shall nevertheless be paid at least four hours' pay.

5. PAYMENT OF REMUNERATION

(1) Subject to the provisions of clauses 19 (2) (d), 17 (6) and 10 (3) and subclause (2) of this clause, the wages and other amounts

elke werknemer verskuldig is, in kontant betaal word en wel soos volg:

- (a) Tydens werkure;
- (b) weekliks op Vrydag of Saterdag, na gelang van wat die gewone betaaldag van die bedryfsinrigting is;
- (c) in 'n verseëelde koevert of ander geskikte houer;
- (d) vergesel van 'n staat, in die vorm van Aanhangsel A van hierdie Ooreenkoms, wat of duidelik op die houer gedruk of daarin vervat moet wees en wat die werknemer moet bewaar:

Met dien verstande dat subklousule (1) (b) hiervan nie van toepassing is op los werknemers nie wat betaal moet word op die dag waarop hul diens eindig, en ook nie op werknemers wat met hul werkgevers skriftelik ooreengekom het om maandeliks betaal te word nie en wat dan op die laaste werkdag van elke maand betaal moet word: Voorts met dien verstande dat indien 'n werknemer se diens op enige ander dag as die gewone betaaldag van die bedryfsinrigting eindig, hy op die dag waarop sy diens aldus eindig, betaal moet word: Voorts met dien verstande dat wanneer 'n werknemer korttyd werk, hy betaal moet word voordat hy sy werk vir die week afsluit: Voorts met dien verstande dat indien die gewone betaaldag van die bedryfsinrigting om die een of ander rede nie 'n werkdag is nie, soos bv. 'n openbare vakansiedag op 'n Vrydag of Saterdag, die lone en ander geld aan die betrokke werknemers verskuldig, op die laaste werkdag van die besondere week aan hulle betaal moet word.

(2) (a) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan 'n afhaleer graad III se kommissie ooreenkomstig klousule 4 (1) (A) 5 (c) afsonderlik van sy ander besoldiging aan hom betaal word.

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

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

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

Met dien verstande dat ingeval die waarde van 'n bestelling nie op die betaaltyd bepaal is nie, die betaling van kommissie op die waarde van daardie bestelling een maand uitgestel kan word: Voorts met dien verstande dat ingeval die diens van 'n werknemer beëindig word, die kommissie wat op die datum van diensbeëindiging aan hom verskuldig is, tesame met 'n staat ooreenkomstig die bepalings hiervan, binne 30 dae na sodanige beëindiging aan die Raad gestuur moet word.

6. AFTREKKINGS

Behoudens klousule 5 van hierdie Ooreenkoms, is elke werknemer geregtig op minstens sy volle weekloon of maandloon, na gelang van die geval, en 'n werkgegewer mag geen gedeelte van enige besoldiging wat deur 'n werknemer verdien word, agterweë hou nie; ook mag geen werknemer boetes opgelê of enigiets hoegenaamd afgetrek word van enige bedrae wat aan 'n werknemer verskuldig is vir werk deur hom verrig of wat andersins uit sy diens voortspruit nie: Met dien verstande dat—

- (i) behoudens andersluidende bepalings in hierdie Ooreenkoms, waar 'n werknemer van die werk afwesig is, uitgesonderd op las of op versoek van sy werkgegewer, 'n bedrag in verhouding tot die tydperk van sy afwesigheid, bereken op die grondslag van die loon wat so 'n werknemer ten tyde daarvan vir sy gewone werkure ontvang het, afgetrek kan word;
- (ii) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgegewer aan 'n munisipale raad of ander plaaslike bestuur betaal het vir die huur van 'n huis of verblyf in 'n koshuis wat deur so 'n werknemer geokkupeer word in 'n lokasie of dorpsgebied onder beheer van sodanige raad of ander plaaslike bestuur, afgetrek kan word;
- (iii) waar die gewone werkure in klousule 7 voorgeskryf, weens korttyd verminder word, 'n pro rata-bedrag vir die werklike tyd wat verlore gegaan het, afgetrek kan word: Met dien verstande dat so 'n aftrekking hoogstens 'n derde van die

due to every employee shall be paid in cash, and furthermore payment shall be made—

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

Provided that subclause (1) (b) hereof shall not apply to casual employees who shall be paid on the day their employment terminates, nor to employees who have agreed with their employers in writing to be paid monthly and who shall then be paid on the last work-day of each month: Provided further that where an employee's employment terminates on any day other than the usual pay-day of the establishment, he shall be paid on the day his service so terminates: Provided further that when an employee is on short-time he shall be paid before he finishes work for the week: Provided further that if the ordinary pay-day of the establishment is for any reason not a work-day, such as the occurrence of a public holiday on a Friday or Saturday, the employees concerned shall be paid their wages and other moneys due to them on the last work-day of the particular week.

(2) (a) Notwithstanding anything to the contrary contained in this Agreement, the payment of commission to a collector, Grade III, in terms of clause 4 (1) (A) 5 (c) may be made separately from his other remuneration.

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

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

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

Provided that in the event of the value of any order not being determined at the time of payment, the payment of commission on the value of that order may be deferred for one month: Provided further that in the event of the termination of service of an employee the commission owing to him at the date of termination shall be forwarded to the Council together with a statement in terms hereof, within 30 days of such termination.

6. DEDUCTIONS

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

- (i) except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence, calculated on the basis of the wage which such employee was receiving at the time thereof in respect of his ordinary hours of work, may be made;
- (ii) with the written consent of an employee, a deduction for any amount paid by an employer to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or township under the control of such council or other local authority, may be made;
- (iii) whenever the ordinary hours of work prescribed in clause 7 are reduced on account of short-time, a pro rata amount for the actual time lost may be deducted: Provided that such deduction shall not exceed one-third of the weekly wage of

weekloon van so 'n werknemer mag behoort, afgesien van die getal ure waarmee die gewone werkure aldus verminder word: Voorts met dien verstande dat geen bedrae afgetrek mag word nie—

- (a) in die geval van korttyd weens 'n handelslapse of 'n tekort aan grondstowwe, tensy die werkgewer vóór of op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
- (b) in die geval van korttyd om enige ander rede, vir die eerste uur nie gewerk nie, tensy die werkgewer sy werknemer op die vorige dag in kennis gestel het dat geen werk beskikbaar sal wees nie;
- (iv) die werkgewer met die goedkeuring van die Raad en met die skriftelike toestemming van die werknemers bedrae vir vakansie-, versekerings-, siekte-, mediese, voorsorg-, pensioen of spaarfondse, of vir brille of kunstande of ander tandheelkundige werk waarvoor daar nie andersins voorsiening gemaak is nie, kan aftrek;
- (v) bydraes tot die Nywerheidsraad ingevolge klousule 27 van hierdie Ooreenkoms afgetrek moet word;
- (vi) bydraes tot en alle spesiale afrekkings ten behoewe van die Siektebystandsfonds en die Gebeurlikheidsfonds van die Bedryf afgetrek moet word ingevolge die bepalings van enige ooreenkoms wat ingevolge die Wet bindend verklaar word ten einde sodanige Siektebystandsfonds of Gebeurlikheidsfonds voort te sit;
- (vii) enige bedrag wat 'n werkgewer ingevolge 'n wet of 'n bevel van 'n hof met regsbevoegdheid moet aftrek, afgetrek kan word: Met dien verstande dat as 'n werknemer instem of ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, kos en/of inwoning van sy werkgewer moet aanvaar, die afrekkings hoogstens soos volg mag wees:

	Per week	Per maand
Kos	R 0,40	R 1,73
Inwoning	0,20	0,87
Kos en inwoning	0,60	2,60

- (viii) met die skriftelike toestemming van die werknemer, bedrae vir ledegeld van die vakverenigings afgetrek kan word;
- (ix) 'n werkgewer met die skriftelike toestemming van die werknemer bedrae kan aftrek wat die werknemer aan kontantvoorskotte of kontantlenings van sy werkgewer ontvang het.

7. GEWONE WERKURE EN BESIGHEIDSURE

(1) Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer of wag, mag hoogstens die volgende wees:

- (a) In die geval van 'n werknemer, uitgesonderd 'n afhale, motorvoertuigdrywer, afhale se assistent, drywer se assistent, deeltydse depotassistent en ketelbediener—
 - (i) 44 uur per week van Maandag tot en met Saterdag;
 - (ii) behoudens subparagraaf (i) hiervan, agt en 'n half uur per dag in 'n bedryfsinrigting wat gewoonlik van Maandag tot en met Saterdag werk en waarin elke week 'n halfdag vakansie toegestaan word;
 - (iii) behoudens subparagraaf (i) hiervan, nege en 'n kwart uur per dag in 'n bedryfsinrigting wat gewoonlik van Maandag tot en met Vrydag werk.

Die gewone werkure in subparagrafe (ii) en (iii) hiervan vermeld, kan op verskillende daaglikse tye begin en eindig, mits hierdie tye tussen 6h00 en 18h00 val;

- (b) in die geval van 'n werknemer in diens as afhale, motorvoertuigdrywer (uitgesonderd deeltydse drywer), afhale se assistent, drywer se assistent en ketelbediener—
 - (i) 46 uur per week van Maandag tot en met Saterdag;
 - (ii) behoudens subparagraaf (i) hiervan, 10 uur per dag;
- (c) in die geval van 'n deeltydse depotassistent:
 - (i) 25 uur per week van Maandag tot en met Saterdag;
- (d) in die geval van 'n deeltydse drywer—
 - (i) 44 uur per week, en dit sluit werk in wat met betrekking tot so 'n werknemer se gewone pligte (dit wil sê ander werk as 'n motorvoertuig dryf) verrig word, en altesaam 24 uur per week ten opsigte van slegs sy pligte as motorvoertuigdrywer;

such employee, irrespective of the number of hours by which the ordinary hours of work are thus reduced: Provided further that no deduction shall be made—

- (a) in the case of short-time arising out of slackness in the trade or a shortage of raw materials, unless the employer has, not later than the previous work-day, given notice of his intention to reduce the ordinary hours of work;
- (b) in the case of short-time due to any other reason, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;
- (iv) with the approval of the Council, and the written consent of the employees, deductions may be made by an employer for holiday, insurance, sick, medical, provident, pension or saving funds or for spectacles, dentures or other dental work not otherwise provided for;
- (v) contributions to the Industrial Council shall be deducted in terms of clause 27 of this Agreement;
- (vi) contributions to and any special deductions on behalf of the Sick Benefit Fund and the Contingency Fund for the Trade shall be deducted in terms of the provisions of any agreement which may be declared binding in terms of the Act for the purpose of continuing such Sick Benefit Fund or Contingency Fund;
- (vii) any amount which an employer is required to deduct by law or any order of any competent court may be deducted: Provided that whenever an employee consents or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept from his employer board and/or lodging, the deductions shall not exceed the amounts specified hereunder:

	Per week	Per month
Board	R 0,40	R 1,73
Lodging	0,20	0,87
Board and lodging	0,60	2,60

- (viii) with the written consent of the employee, deductions for subscriptions to the trade unions may be made;
- (ix) with the written consent of the employee, deductions may be made by an employer of amounts arising from cash advances or cash loans received by an employee.

7. ORDINARY HOURS OF WORK AND BUSINESS HOURS

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

- (a) in the case of any employee other than a collector, a driver of a motor-driven vehicle, a collector's assistant, a driver's assistant, a part-time depot attendant and a boiler attendant—
 - (i) 44 hours in any week from Monday to Saturday, inclusive;
 - (ii) subject to subparagraph (i) hereof, eight and one-half hours per day in any establishment which normally works from Monday to Saturday inclusive and which observes a weekly half-holiday;
 - (iii) subject to subparagraph (i) hereof, nine and one-quarter hours per day in any establishment which normally works from Monday to Friday inclusive.

The ordinary hours of work referred to in subparagraphs (ii) and (iii) hereof may commence and terminate at different daily times: Provided that these times shall fall between the hours of 6h00 and 18h00;

- (b) in the case of an employee engaged as a collector, a driver of a motor-driven vehicle (other than a part-time driver), a collector's assistant, a driver's assistant and a boiler attendant—
 - (i) 46 hours in any week from Monday to Saturday inclusive;
 - (ii) subject to subparagraph (i) hereof, 10 hours on any day;
- (c) in the case of a part-time depot attendant:
 - (i) 25 hours in any week from Monday to Saturday inclusive;
- (d) in the case of a part-time driver—
 - (i) 44 hours in any week, inclusive of the work performed in relation to such employee's ordinary duties (i.e. the work other than that of driving a motor vehicle), and 24 hours in the aggregate in any week in respect of his driving duties only;

- (ii) behoudens subparagraaf (i) hiervan en met inbegrip van die werk wat met betrekking tot so 'n werknemer se gewone pligte verrig word, agt en 'n half uur per dag in die geval van 'n werknemer wat gewoonlik van Maandag tot en met Saterdag werk en elke week 'n halfdag vakansie toegestaan word, en nege en 'n kwart uur per dag in die geval van 'n werknemer wat gewoonlik van Maandag tot en met Vrydag werk.

(2) Die gewone werkure van 'n los werknemer mag hoogstens agt uur per dag wees.

(3) Die gewone werkure van 'n wag mag hoogstens die volgende wees:

- (a) 72 in 'n week van ses dae;
- (b) 12 per dag;

en moet om 6h00 begin as die wag bedags op diens is of om 18h00 indien die wag snags op diens is: Met dien verstande dat daar van 'n wag vereis kan word om sewe dae per week te werk, in welke geval sy werkgever hom, benewens sy weekloon, 'n bedrag gelyk aan een derde van sy weekloon moet betaal vir die werk op die sewende dag gedoen.

(4) Geen werkgever mag van 'n werknemer, uitgesonderd 'n wag, vereis of hom toelaat om meer as vyf agtereenvolgende ure te werk nie, sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie en wat nie as tyd gewerk getel mag word nie: Met dien verstande dat waar 'n pouse langer as een en 'n kwart uur duur, die tyd langer as een en 'n kwart uur getel moet word as gewone tyd gewerk. Werktydperke onderbreek deur 'n pouse van minder as een uur word geag aaneenlopend te wees.

(5) Ruspouses van minstens 10 minute waarin geen werk verrig mag word nie, moet toegestaan word aan elke werknemer, uitgesonderd 'n afhaler, drywer, afhaler se assistent of drywer se assistent of wag, so na as doenlik aan die middel van elke oggend- of namiddagskof, en sodanige pouses moet tel as tyd gewerk: Met dien verstande dat geen ruspouse toegestaan hoef te word gedurende 'n werktydperk wat drie en 'n half uur of korter duur nie.

(6) Behoudens subklousules (4) en (5) hiervan, moet alle werkure aaneenlopend wees.

(7) *Beperking op besigheidsure.*—(a) Vir die toepassing van hierdie subklousule beteken die uitdrukking „sake doen met” die ontvang, aanneem of afhaal van artikels om skoon gemaak, gewas of gekleur te word, of die verskaffing, aflewering of oorhandiging van artikels nadat dit skoongemaak, gewas of gekleur is, en omvat dit die toelating van lede van die publiek tot persele waar artikels skoongemaak, gewas of gekleur word.

(b) Geen werkgever of werknemer mag op die volgend tye sake met 'n lid van die publiek doen nie:

- (i) Op Sondae of openbare vakansiedae;
- (ii) voor 6h00 van Maandae tot en met Saterdag;
- (iii) later as 18h00 van Maandae tot en met Vrydae; of
- (iv) later as 13h00 op Saterdag.

(c) Geen werkgever of werknemer mag 'n depot of fabrieksdepot gedurende ander ure as dié kragtens paragraaf (b) hiervan toegelaat, oopmaak of oophou met die doel om sake met 'n lid van die publiek te doen nie.

(d) Geen werkgever mag van 'n werknemer of 'n ander persoon vereis of hom toelaat om enigeen van die handelinge te verrig wat ingevolge paragrawe (b) en (c) hiervan verbode is nie.

(e) Ondanks paragrawe (b), (c) en (d) hiervan, is dit geoorloof—

- (i) dat 'n werkgever of werknemer ná ure sake afhandel met 'n lid van die publiek wat 'n depot of fabrieksdepot binnegegaan het vóór die sluitingstye in paragraaf (b) (iii) en (iv) hiervan vermeld;
- (ii) dat 'n werkgever of werknemer die aflewering van 'n bepaalde bestelling aan of die afhaal daarvan by 'n lid van die publiek op 'n ander plek as die werkgever se depot of fabrieksdepot voltooi, as so 'n werkgever of werknemer so 'n depot of fabrieksdepot verlaat het voor die sluitingstye in paragraaf (b) (iii) en (iv) hiervan vermeld ten einde sodanige bestelling af te lewer of af te haal;
- (iii) dat 'n werkgever of werknemer, behoudens die ander bepalinge van hierdie Ooreenkoms, te eniger tyd sake doen met en voortgaan met gewone werksaamhede ten opsigte van enige ander persoon behalwe 'n lid van die publiek, soos 'n afhaler, bestuurder of enige persoon wat 'n bedryfsinrigting bedryf;
- (iv) dat 'n afhaler nuwe of herhaalbestellings vir goedere wat gewas, skoongemaak of gekleur moet word, by klante se woonhuise of hul besigheidspersele vra, werf, opneem of

- (ii) subject to subparagraph (i) hereof and inclusive of the work performed in relation to such employee's ordinary duties, eight and one-half hours per day in the case of an employee who normally works from Monday to Saturday inclusive and is granted a weekly half-holiday, and nine and one-quarter hours per day in the case of an employee who normally works from Monday to Friday inclusive.

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

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

- (a) 72 in any week of six days;
- (b) 12 in any one day;

and shall run from 6h00 if the watchman is employed by day or 18h00 if the watchman is employed by night: Provided that a watchman may be required to work on seven days per week, in which event his employer shall pay such watchman, in addition to his weekly wage, a sum equalling one-third of his weekly wage in respect of work done on the seventh day.

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

(5) Rest intervals of not less than 10 minutes during which no work shall be performed shall be granted to each employee other than a collector, a driver, a collector's assistant or driver's assistant or a watchman, as nearly as practicable in the middle of each morning and afternoon work period, and such intervals shall be counted as time worked: Provided that no rest interval need be granted during a work period which is of a duration of three and one-half hours or less.

(6) Save as provided in subclauses (4) and (5) hereof, all hours of work shall be consecutive.

(7) *Limitation of business hours.*—(a) For the purposes of this subclause, the expression “do business with” means the receiving, accepting or collecting of articles for cleaning, laundering or dyeing, or the supplying, delivering or handing over of articles after they have been cleaned, laundered or dyed, and includes the admission of members of the public to any premises where articles are cleaned, laundered or dyed.

(b) No employer or employee shall do business with any member of the public—

- (i) on any Sunday or public holiday;
- (ii) earlier than 6h00 on Mondays to Saturdays inclusive;
- (iii) later than 18h00 on Mondays to Fridays inclusive; or
- (iv) later than 13h00 on Saturdays.

(c) No employer or employee shall open or keep open any depot or factory-depot for the purpose of doing business with any member of the public during any hours other than those permitted in terms of paragraph (b) hereof.

(d) No employer shall require or permit any employee or other person to do any of the acts prohibited in terms of paragraphs (b) and (c) hereof.

(e) Notwithstanding the provisions of paragraphs (b), (c) and (d) hereof, it shall be lawful—

- (i) for an employer or employee to finish after hours the doing of business with a member of the public who has entered a depot or factory-depot prior to the closing times referred to in paragraph (b) (iii) and (iv) hereof;
- (ii) for an employer or employee to complete the delivery of a particular order to or the collection of a particular order from a member of the public at a place other than the employer's depot or factory-depot, if such employer or employee left such depot or factory-depot prior to the closing times referred to in paragraph (b) (iii) and (iv) hereof for the purpose of effecting such delivery or collection;
- (iii) for an employer or employee, subject to the other provisions of this Agreement, at any time to do business with and to carry on usual operations in relation to any person, other than a member of the public, such as a collector, driver or any person operating an establishment;
- (iv) for a collector to invite, solicit, canvass or collect new or repeat orders for goods to be laundered, cleaned or dyed, from customers' residences or their places of business, or for

afhaal, of dat 'n bestuurder van 'n motorvoertuig artikels in paragrawe (d) en (f) van die woordoms krywing van „bestuurder” in klousule 3 van hierdie Ooreenkoms gemeld, by klante se woonhuise of by hul besigheidspersele afhaal voor die oopmaaktye in paragraaf (b) (ii) hiervan gemeld en op openbare vakansiedae.

8. OORTYDWERK EN NOODWERK

(1) Ondanks klousule 7 van hierdie Ooreenkoms, kan 'n werkgewer van enige werknemer vereis of hom toelaat om, behoudens subklousule 2 (a), (b) en (c) hiervan en klousule 9, oortydwerk te verrig.

(2) (a) *Beperking op oortyd.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om soos volg oortydwerk te verrig nie:

- (i) In die geval van 'n los werknemer, langer as twee uur per dag;
- (ii) in die geval van enige ander werknemer, langer as 10 uur per week: Met dien verstande dat 'n werknemer wat vyf dae per week werk, hoogstens vier uur op 'n Saterdag oortydwerk mag verrig: Voorts met dien verstande dat die oortydwerk hoogstens 10 uur in 'n bepaalde week mag wees.

(b) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule, mag geen werkgewer van 'n vroulike werknemer vereis of haar toelaat om soos volg oortydwerk te verrig nie:

- (i) Tussen 18h00 en 6h00;
- (ii) na 13h00 op meer as vyf dae per week;
- (iii) langer as twee uur per dag, behalwe dat 'n werknemer met 'n werkweek van vyf dae op 'n Saterdag tot vier uur oortydwerk kan verrig;
- (iv) op meer as drie agtereenvolgende dae in 'n week;
- (v) op meer as 60 dae in 'n jaar;
- (vi) na voltooiing van haar gewone werkure langer as een uur per dag, tensy hy—

(A) voor 12h00 op daardie dag sodanige werknemer daarvan in kennis gestel het; of

(B) aan so 'n werknemer, voordat sy met die oortydwerk begin, 'n toereikende maaltyd verskaf het en haar genoeg tyd toegelaat het om dit te nuttig; of

(C) so 'n werknemer minstens 25c betyds betaal het om haar in staat te stel om 'n maaltyd te bekom en te nuttig voordat die oortydwerk moet begin.

(c) Geen werknemer mag summier ontslaan of op enige wyse in sy diens benadeel word omdat hy weier om oortydwerk te verrig nie: Met dien verstande dat hierdie paragraaf nie van toepassing is op 'n werknemer wat gevra word om noodwerk te verrig nie: Voorts met dien verstande dat die verpligte oortydwerk wat ingevolge die voorafgaande voorbehoudsbepaling van 'n werknemer vereis word, hoogstens drie uur op 'n bepaalde dag in die geval van mans en twee uur op 'n bepaalde dag in die geval van vroue mag wees.

(3) 'n Werkgewer moet binne sewe dae na die datum waarop masjinerie of installasie onklaar geraak het, 'n skriftelike verslag by die Raad indien met betrekking tot so 'n onklaaraking van masjinerie of installasie wat noodwerk noodsaaklik gemaak het.

9. BETALING VIR OORTYDWERK

Betaling vir oortydwerk moet teen die volgende minimum skale geskied:

(1) Op enige dag, uitgesonderd 'n Sondag, vir elke uur of gedeelte van 'n uur altesaam in 'n week gewerk, teen een en 'n half maal die uurloon van die betrokke werknemer: Met dien verstande dat indien oortydwerk wat op 'n daaglikse grondslag bereken is, verskil van oortydwerk wat op 'n weeklikse grondslag bereken is, die grondslag wat vir die betrokke werknemer die voordeligste is, aanvaar moet word.

(2) Die werkgewer moet die betrokke werknemer vir enige tyd op 'n Sondag gewerk minstens dubbel die dagloon betaal wat vir 'n gewone weekdag betaalbaar is: Met dien verstande dat indien die betrokke werknemer aldus vir 'n tydperk langer as vier uur gewerk het, hy minstens dubbel sy gewone loon betaal moet word vir die totale tydperk wat hy werklik op die Sondag gewerk het, of minstens dubbel die gewone loon vir die tydperk wat hy gewoonlik op 'n werkdag werk, naamlik die grootste bedrag.

a driver of a motor vehicle to collect articles such as are referred to in paragraphs (d) and (f) of the definition of “driver” in clause 3 of this Agreement, from customers' residences or their places of business prior to the opening times referred to in paragraph (b) (ii) and on public holidays.

8. OVERTIME AND EMERGENCY WORK

(1) Notwithstanding the provisions of clause 7 of this Agreement, an employer may require or permit any employee to work overtime subject to the provisions of subclauses (2) (a), (b) and (c) hereof and clause 9.

(2) (a) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than:

- (i) in the case of a casual employee, two hours on any day;
- (ii) in the case of any other employee, 10 hours in any week: Provided that an employee who works a five-day week may work up to four hours overtime on a Saturday: Provided further that overtime does not exceed 10 hours in any week.

(b) *Female employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work overtime:

- (i) between 18h00 and 6h00;
- (ii) after 13h00 on more than five days per week;
- (iii) for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday;
- (iv) on more than three consecutive days in any week;
- (v) on more than 60 days in any year;
- (vi) after completion of her ordinary hours of work, for more than one hour on any day unless he has—

(A) before 12h00 on that day given notice thereof to such employee; or

(B) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

(C) paid such employee not less than 25c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(c) No employee shall be summarily dismissed or in any way prejudiced in his employment by reason of his refusal to work overtime: Provided that this paragraph shall not apply to an employee who is asked to perform emergency work: Provided further that the compulsory overtime required of any employee in terms of the preceding proviso shall not exceed three hours on any one day in the case of men and two hours on any one day in the case of women.

(3) An employer shall, within seven days of the date upon which any breakdown of machinery or plant occurs, submit to the Council a report in writing in relation to any such breakdown of machinery or plant, necessitating emergency work.

9. PAYMENT FOR OVERTIME

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

(1) On any day other than a Sunday, in respect of each hour or part of an hour worked in the aggregate in any week, at the rate of one and a half times the hourly rate of wages of the employee concerned: Provided that if overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis more favourable to the employee concerned shall be adopted.

(2) For any time worked on a Sunday, the employer shall pay the employee concerned not less than double the daily wages payable in respect of an ordinary week-day: Provided that if the employee concerned so worked for a period exceeding four hours, he shall be paid wages at a rate not less than double his ordinary rate of wages in respect of the total period actually worked by him on such Sunday, or be paid a wage which is not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a week-day, whichever amount is the greater.

10. JAARLIKSE VERLOF

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

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

(2) Die verlof waarop 'n werknemer kragtens subklousule (1) hiervan geregtig is, moet toegestaan word op 'n tyd wat deur die werkgever vasgestel moet word: Met dien verstande dat, indien sodanige verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die betrokke werknemer se jaar diens toegestaan moet word: Voorts met dien verstande dat 'n werkgever belet word om, uitgesonderd op skriftelike versoek van die betrokke werknemer, jaarlikse verlof aan 'n werknemer toe te staan terwyl sodanige werknemer met siekteverlof met betaling afwesig is kragtens die Raad se Siektebystandsfondsooreenkoms: Voorts met dien verstande dat sodanige verlof nie met enige tydperk waarin 'n werknemer ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan of met enige diensopseggingstermyn mag saamval nie.

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

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

(b) sy weekloon gedeel deur drie in die geval van wagte;

vir elke voltooide maand diens, bereken vanaf die datum waarop sy verlof laas moes begin het of vanaf aanvang van diens, na gelang van die geval: Met dien verstande dat, ten einde die „voltooide maande diens” na die eerste maand te bereken, enige tydperk langer as 15 dae in die finale maand diens geag moet word 'n volle maand te wees.

(4) Die besoldiging ten opsigte van die jaarlikse verlof verskuldig ingevolge hierdie klousule moet bereken word op die grondslag van die loon wat die werknemer ontvang het op die datum waarop die verlof moes begin het of sy diens geëindig het, na gelang van die geval.

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

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

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

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

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

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

(c) militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957, maar vir hoogstens 'n totale tydperk van vier maande gedurende 'n tydperk van 12 maande;

(d) met die toestemming van sy werkgever of met siekteverlof met betaling ooreenkomstig die Raad se Siektebystandsfondsooreenkoms of vanweë 'n bevalling afwesig is, wat altoos hoogstens 30 dae in 'n jaar beloop, bereken vanaf die datum waarop die diens by 'n bepaalde werkgever begin het;

(e) 'n loon ontvang in plaas van die tydperk waarin hy kennis moet gee van diensbeëindiging soos in klousule 17 voorgeskryf.

(9) Vir die toepassing van hierdie klousule word die diens tydperk van 'n werknemer in dieselfde bedryfsinrigting geag aaneenlopend te wees afgesien van enige verandering van eienaar wat plaasvind. Die nuwe werkgever is verantwoordelik vir—

(a) die toestaan van jaarlikse verlof wat verskuldig is maar wat nie toegestaan is voordat met werksaamhede begin is nie;

10. ANNUAL LEAVE

(1) (a) Every employer shall grant to every employee other than a casual employee and a watchman, on completion of each year of employment with him, three consecutive weeks' leave on full pay.

(b) In the case of a watchman, every employer shall grant to each such employee on completion of each year of employment with him four consecutive weeks' leave on full pay.

(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 has not been granted earlier, it shall be granted within two months of the completion of the year of employment of the employee concerned: Provided further that an employer is prohibited, except on written request by the employee concerned, from granting annual leave to an employee while such employee is absent on paid sick leave in terms of the Council's Sick Benefit Fund Agreement: Provided further that such leave shall not run concurrently with any period during which an employee is undergoing military training in pursuance of the Defence Act, 1957, or with any period of notice of termination of employment.

(3) An employee 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—

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

(b) his weekly wage divided by three in the case of watchmen; in respect of each completed month of employment calculated from the date on which his last leave fell due or of commencement of employment, as the case may be: Provided that for the purpose of calculating “completed months of employment” after the first month, any period exceeding 15 days in the final month of service shall be deemed to constitute a complete month.

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

(5) An employee who has completed a year of employment 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 holiday which is a paid holiday in terms of clause 11 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) 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 employment, as the case may be.

(8) For the purposes of this clause, the expression “employment” shall be deemed to include any period or periods during which an employee is—

(a) absent on leave in terms of subclause (1) hereof;

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

(c) undergoing military training in pursuance of the Defence Act, 1957, but not exceeding a total period of four months during any period of 12 months;

(d) absent with the consent of his employer or on paid sick leave in terms of the Council's Sick Benefit Fund Agreement, or by reason of a confinement, amounting in the aggregate to not more than 30 days in any year calculated from the date of commencement of employment with a particular employer;

(e) in receipt of wages in lieu of the period of notice of termination prescribed in clause 17.

(9) For the purposes of this clause the period of employment of an employee 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 commencing operations;

- (b) die toestaan van jaarlikse verlof wat verskuldig word nadat met werksaamhede begin is maar wat gedeeltelik vóór sodanige aanvang opgehoop het;
- (c) die betaling van verlofbesoldiging pro rata in die geval van diensbeëindiging van 'n werknemer;

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

11. OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) Elke werkgever moet aan elkeen van sy werknemers Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag, Kersdag en Gesinsdag as 'n openbare vakansiedag met besoldiging toestaan, en elke werknemer is daarop geregtig om vir elke sodanige dag die dagloon te ontvang wat hy op die datum waarop sodanige openbare vakansiedag met besoldiging val, ontvang het of wat hy geregtig was om te ontvang: Met dien verstande dat 'n los werknemer op die voordele van hierdie subklousule geregtig is slegs indien hy by dieselfde werkgever in diens was op die werkdae voor en na sodanige openbare vakansiedae met besoldiging.

(2) Die besoldiging in subklousules (1) en (3) hiervan genoem, moet betaal word op die eerste betaaldag na elke openbare vakansiedag met besoldiging of by diensbeëindiging van enige werknemer, indien dit vóór die betrokke betaaldag plaasvind.

(3) Ondanks subklousule (1) hiervan, kan 'n werknemer versoek of toegelaat word om op enige openbare vakansiedag met besoldiging te werk. Ingeval 'n werknemer werk op enige openbare vakansiedag met besoldiging in subklousule (1) hiervan bedoel, is die volgende van toepassing:

- (a) 'n Werknemer, uitgesonderd 'n los werknemer, moet bene-wens die besoldiging in subklousule (1) hiervan bedoel, vir elke uur of gedeelte van 'n uur gewerk minstens die week-loon betaal word wat hy op daardie tydstop ontvang, gedeel-deur die getal gewone werkure in klousule 7 vir sy klas werknemers voorgeskryf;
- (b) 'n los werknemer moet minstens die volle dagloon waarop hy geregtig is, betaal word, en moet daarbenewens minstens sy volle uurloon betaal word vir elke uur of gedeelte van 'n uur aldus gewerk.

12. KORTTYD

(1) Wanneer daar 'n voorneme bestaan om korttyd in te voer, moet 'n kennisgewing met dié strekking vóór of op die dag onmiddellik vóór die dag waarop sodanige korttyd begin, opval-lend in die betrokke bedryfsinrigting vertoon word.

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

(3) Die kennisgewing in subklousule (1) hiervan bedoel, moet aandui op wie dit van toepassing is deur of die werknemers se name te noem of deur alle werknemers in die betrokke bedryfsin- rigting te vermeld, of deur die afdeling of seksie of depot wat geraak word, te noem. In die kennisgewing moet ook die presiese tye en datums aangestip word waarop die diens van die betrokke werknemers weens korttyd nie nodig sal wees nie.

13. GETALSVERHOUDING

(1) (a) 'n Werkgever moet 'n gekwalifiseerde klerk, faktuurklerk, fynstopper, depotassistent of nasiener in diens hê voordat hy 'n ongekwalifiseerde klerk, faktuurklerk, fynstopper, depotassistent of nasiener, na gelang van die geval, in diens mag neem, en hy moet minstens een gekwalifiseerde klerk, faktuurklerk, fynstopper, depot-assistent of nasiener in diens hê vir onderskeidelik elke ongekwalifiseerde klerk, faktuurklerk, fynstopper, depotassistent of nasiener wat by hom in diens is.

(b) Ondanks paragraaf (a), kan 'n werkgever by afwesigheid van 'n gekwalifiseerde klerk, faktuurklerk, fynstopper, depotassistent of nasiener, 'n ongekwalifiseerde klerk, faktuurklerk, fynstopper, depot-assistent of nasiener, na gelang van die geval, in diens neem: Met dien verstande dat so 'n werknemer geag moet word 'n gekwali-fiseerde klerk, faktuurklerk, fynstopper, depotassistent of nasiener te wees en minstens die minimum voorgeskrewe loon betaal moet word wat in klousule 4 (1) vir so 'n gekwalifiseerde werknemer voorge-skrif word.

- (b) the granting of annual leave which might fall due after the commencement of operations but which partly accrued prior to such commencement;
- (c) the payment of pro rata leave pay in the event of termination of employment of an employee;

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

11. PAID PUBLIC HOLIDAYS

(1) Every employer shall grant to each of his employees New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day and Boxing Day as a paid public holiday, and every employee shall be entitled to receive in respect of each such day the daily wage which he was receiving or which he was entitled to receive at the time such paid public holiday falls: Provided that a casual employee shall be entitled to the benefits of this subclause only if he was employed by the same employer on the work-days before and after such paid public holidays fell.

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

(3) Notwithstanding the provisions of subclause (1) hereof, any employee may be requested or permitted to work on any paid public holiday. In the event of any employee's working on any of the paid public holidays referred to in subclause (1) hereof, the following shall apply:

- (a) Any employee other than a casual employee shall, in addition to the payment referred to in subclause (1) hereof, be paid in respect of each hour or part of an hour worked not less than the weekly wage he is receiving at the time divided by the number of ordinary hours of work prescribed in respect of his class of employees in clause 7;
- (b) a casual employee shall be paid not less than the full daily wage to which he was entitled, and shall in addition be paid not less than his full hourly wage for each hour or part of an hour so worked.

12. SHORT-TIME

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

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

(3) The notice referred to in subclause (1) hereof shall indicate to whom it is intended to apply, either by mentioning the employees by name or by referring to all employees of the establishment concerned, or by mentioning the department or section or depot affected. The notice must also state the exact times and dates on which the services of the employees concerned will not be required owing to short-time.

13. PROPORTION OR RATIO

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

(b) Notwithstanding the provisions of paragraph (a), an employer may employ an unqualified clerical employee, invoice clerk, invis-ible mender, depot attendant or checker, in the absence of a qualified clerical employee, invoice clerk, invisible mender, depot attendant or checker, as the case may be: Provided that such employee shall be deemed to be a qualified clerical employee, invoice clerk, invisible mender, depot assistant or checker, respectively, and shall be paid not less than the minimum wage prescribed for such qualified employee in clause 4 (1).

(2) (a) 'n Werkgewer mag nie 'n deeltydse depotassistent in enige depot in diens neem nie, tensy hy 'n voltydse gekwalifiseerde depotassistent in daardie depot in diens het, en vir elke voltydse gekwalifiseerde depotassistent in diens in enige depot, mag hoogstens een deeltydse depotassistent in sodanige depot in diens wees.

(b) Ondanks paragraaf (a), kan 'n werkgewer by afwesigheid van 'n voltydse gekwalifiseerde depotassistent 'n deeltydse depotassistent in diens neem en so 'n werknemer moet geag word 'n voltydse gekwalifiseerde depotassistent te wees en moet minstens die minimum loon betaal word wat in klousule 4 (1) vir 'n voltydse depotassistent voorgeskryf word.

(3) Vir die toepassing van hierdie klousule, kan 'n werkgewer of sy fabrieksbestuurder wat uitsluitlik of hoofsaaklik die pligte van 'n onderhoudsman of klerk in sy bedryfsinrigting verrig, geag word 'n onderhoudsman en/of gekwalifiseerde klerk, na gelang van die geval, te wees: Met dien verstande dat 'n werkgewer wat gebruik wil maak van die voordeel van hierdie klousule, eers die Raad skriftelik in kennis moet stel van die klas werk waarin hy uitsluitlik of hoofsaaklik werksaam is.

(4) 'n Werkgewer mag hoogstens ses afhalers graad III in diens neem wat slegs vanuit sy fabriek moet optree, maar hy kan daarbenewens, of in die plek daarvan, hoogstens twee afhalers graad III in diens neem vir elke gekwalifiseerde depotassistent wat by hom in diens is: Met dien verstande dat indien 'n werkgewer se bedryfsinrigting nie 'n fabriek insluit nie, hy hoogstens twee afhalers graad III in diens kan neem vir elke gekwalifiseerde depotassistent wat by hom in diens is.

(5) In subklousules (1) (a) en (b), (2) (b) en (4) van hierdie klousule sluit die vermelding van 'n depotassistent nie 'n deeltydse depotassistent in nie.

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

14. OORPAKKE EN BESKERMENDE KLERE

Elke werkgewer moet alle oorpakke en/of beskermende klere wat hy van sy werknemers vereis om te dra of wat hy regtens of ingevolge regulasie aan sy werknemers moet verskaf, gratis verskaf en in 'n goeie toestand hou.

15. VERBOD OP INDIENSNEMING VAN ENIGIEMAND ONDER DIE OUDERDOM VAN 15 JAAR

Geen werkgewer mag enigeen onder die ouderdom van 15 jaar in diens neem nie.

16. PREMIES

Geen werkgewer mag regstreeks of onregstreeks enige bedrag betaal of 'n betaling aanneem vir die indiensneming of opleiding van 'n werknemer nie: Met dien verstande dat hierdie klousule nie geld ten opsigte van 'n opleidingskema waartoe 'n werkgewer regtens moet bydra nie.

17. DIENSBEEÏNDIGING

(1) Skriftelike kennisgewing van minstens een week moet in die geval van 'n weekliks besoldigde werknemer en skriftelike kennisgewing van minstens 'n halwe maand moet in die geval van 'n maandeliks besoldigde werknemer gegee word deur 'n werkgewer of werknemer wat 'n dienskontrak wil beëindig. In die geval van 'n weekliks besoldigde werknemer moet die kennisgewing geskied vóór of op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer en word dit van krag vanaf die Maandag na sodanige betaaldag. In die geval van 'n maandeliks besoldigde werknemer moet die kennisgewing of voor of op die laaste kalenderdag van 'n maand geskied, in welke geval dit van krag word vanaf die eerste kalenderdag tot (en met) die 15de kalenderdag van die eersvolgende maand, of voor of op die 15de kalenderdag van 'n maand, in welke geval dit van krag word vanaf die 16de kalenderdag tot (en met) die laaste kalenderdag in so 'n maand: Met dien verstande dat—

- (a) in die geval van 'n werknemer wat minder as twee agtereenvolgende weke by 'n werkgewer in diens was, een werkdag skriftelike kennis gegee kan word deur die werkgewer of sy werknemer om die dienskontrak te beëindig, en sodanige kennisgewing tree in werking vanaf die tyd waarop dit gegee word;
- (b) 'n werknemer wat vir 'n tydperk van een week of langer korttyd werk, die reg het om sy diens sonder kennisgewing te beëindig;
- (c) 'n werkgewer of werknemer die reg het om die dienskontrak om enige regsgeldige rede sonder kennisgewing te beëindig;

(2) (a) An employer shall not employ a part-time depot attendant in any depot unless a full-time qualified depot attendant is employed in that depot, and for each full-time qualified depot attendant employed in any depot, not more than one part-time depot attendant shall be employed in such depot.

(b) Notwithstanding the provisions of paragraph (a), an employer may employ a part-time depot attendant in the absence of a full-time qualified depot attendant and such employee shall be deemed to be a full-time qualified depot attendant as set out in clause 4 (1).

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

(4) An employer shall not employ more than six collectors, Grade III, who shall operate from his factory only, but he may in addition thereto, or in substitution thereof, employ not more than two collectors, Grade III, for each qualified depot attendant employed by him: Provided that where an employer's establishment does not include a factory he may employ not more than two collectors, Grade III, for each qualified depot attendant employed by him.

(5) In subclauses (1) (a) and (b), (2) (b) and (4) of this clause the reference to a depot attendant shall not include a part-time depot attendant.

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

14. OVERALLS AND PROTECTIVE CLOTHING

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

15. 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.

16. PREMIUMS

No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee: Provided that this clause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

17. TERMINATION OF EMPLOYMENT

(1) Not less than one week's notice in writing in the case of a weekly paid employee and not less than a half a month's notice in writing in the case of a monthly paid employee shall be given by an employer or employee who desires to terminate a contract of employment. In the case of a weekly paid employee, the notice shall be given on or before the usual pay-day of the establishment for such employee and shall commence to run from the Monday after such pay-day. In the case of a monthly paid employee, the notice shall be given either on or before the last calendar day of a month, in which case it shall run from the first calendar day to the 15th calendar day (inclusive) of the month immediately succeeding, or on or before the 15th calendar day of a month, in which case it shall run from the 16th calendar day to the last calendar day (inclusive) of such month: Provided that—

- (a) in the case of an employee who has been employed by his employer for less than two consecutive weeks, one working day's notice in writing may be given by either side to terminate the contract of employment, and such notice shall take effect from the time that it is given;
- (b) an employee who is put on short-time for a period of one week or longer shall have the right to terminate his employment without giving any notice;
- (c) an employer or employee shall have the right to terminate a contract of employment without notice for any good cause recognised by law as sufficient;

(d) 'n werkgewer of sy werknemer geregtig is om, in plaas van sodanige kennis te gee, die dienskontrak te beëindig deur een week of 'n halwe maand se besoldiging, na gelang van die geval, te betaal of te verbeur;

(e) die voorgaande nie enige ooreenkoms tussen die werkgewer en die werknemer mag raak wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur vir albei partye en vir langer as een week of 'n halwe maand nie, na gelang van die geval, en in so 'n geval moet sodanige langer tydperk van kennisgewing skriftelik gegee word.

(2) (a) 'n Werknemer wat gedurende 'n diensopseggingstermyn ingevolge hierdie Ooreenkoms afgedank of geskors word of korttyd werk, moet vir sodanige diensopseggingstermyn volle besoldiging ontvang.

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

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

(a) weens siekte, 'n ongeluk of swangerskap vir 'n tydperk van hoogstens 13 weke; of

(b) weens jaarlikse verlof toegestaan ingevolge klousule 10 van hierdie Ooreenkoms, of met verlof op versoek of met die toestemming van die werkgewer vir 'n tydperk van hoogstens 13 weke; of

(c) terwyl hy ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan;

mag sodanige werknemer nie kennis van diensbeëindiging ontvang as gevolg van sodanige afwesigheid nie; en die tydperk van kennisgewing in subklousule (1) van hierdie klousule bedoel, mag nie saamval met of gegee word gedurende 'n werknemer se afwesigheid met jaarlikse verlof, toegestaan kragtens klousule 10, of met siekteverlof met besoldiging ooreenkomstig die Raad se Siektebystandsfondsooreenkoms, of terwyl hy ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan, of weens 'n ongeluk of swangerskap vir 'n tydperk van hoogstens 13 weke nie: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om 'n doktersertifikaat in te dien as bewys van enige siekte of ongeluk wanneer hy na sy werk terugkeer.

(4) (a) Ingeval 'n werkgewer of werknemer versuim om die voorgeskrewe kennis te gee, moet hy onderskeidelik die volgende betaal of verbeur:

(i) In die geval van 'n weekliks besoldigde werknemer, 'n bedrag gelyk aan een week se besoldiging;

(ii) in die geval van 'n maandeliks besoldigde werknemer, 'n bedrag gelyk aan 'n halwe maand se besoldiging;

(iii) in die geval van 'n werknemer wat minder as twee agtereenvolgende weke diens voltooi het, 'n bedrag gelyk aan een dag se besoldiging.

(b) Wanneer 'n ooreenkoms aangegaan word ingevolge subklousule (1) (e) hiervan, moet die betaling of verbeuring in plaas van kennisgewing gelyk wees aan die loon vir die tydperk van kennisgewing waarvoor ooreengekom is.

(5) Indien geld wat die werkgewer in die vorm van loon aan 'n werknemer skuld, ontoereikend is om die volle verbeurde bedrag te dek wat in subklousules (2) en (4) hiervan bedoel is, is die werkgewer, ondanks andersluidende bepalings in hierdie Ooreenkoms, geregtig om sodanige bedrag van ander voordele wat ten tyde van die beëindiging van sy dienskontrak ten gunste van die werknemer aan die oploop was, af te trek en te behou.

Vir die toepassing van hierdie subklousule moet enige bedrag wat kragtens klousule 10 (3) van hierdie Ooreenkoms aan 'n werknemer verskuldig is, ook beskou word as 'n voordeel wat besig is om op te loop.

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

(d) an employer or his employee shall be entitled to terminate the contract of employment by paying or forfeiting one week's or half a month's wages, as the case may be, in lieu of giving such notice;

(e) the foregoing shall not affect any agreement between the employer and the employee which provides for a period of notice of equal duration on both sides and for longer than one week or half a month, as the case may be, in which case such longer period of notice shall be given in writing.

(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.

(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.

(3) Where an employee is absent from work—

(a) on account of illness, accident or pregnancy not exceeding a period of 13 weeks; or

(b) on account of annual leave granted in terms of clause 10 of this Agreement, or on leave at the request or with the permission of the employer not exceeding a period of 13 weeks; or

(c) on account of undergoing military training in pursuance of the Defence Act, 1957;

such employee may not be given notice of termination by reason of such absence; and the period of notice referred to in subclause (1) hereof shall not run concurrently with nor shall it be given during an employee's absence on annual leave granted in terms of clause 10, or on paid sick leave in terms of the Council's Sick Benefit Fund Agreement, or whilst undergoing military training in pursuance of the Defence Act, 1957, or on account of an accident or pregnancy not exceeding a period of 13 weeks: Provided that an employer may require an employee to produce a medical certificate in proof of any illness or accident when he returns to work.

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

(i) in the case of a weekly paid employee, an amount equal to one week's wages;

(ii) in the case of a monthly paid employee, an amount equal to half a month's wages;

(iii) in the case of an employee who has completed less than two consecutive weeks' service, an amount equal to one day's wages.

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

(5) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in subclauses (2) and (4) hereof, the employer shall be entitled to deduct and retain such amount from such other benefits as may have been 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 10 (3) of this Agreement shall also be regarded as a benefit in the process of accrual.

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

18. CERTIFICATES OF SERVICE AND MONTHLY RETURNS

(1) Behoudens klousule 17 (6), moet elke werkgewer aan elke werknemer op die datum van sy diensbeëindiging 'n dienssertifikaat uitreik in die vorm van Aanhangsel D van hierdie Ooreenkoms.

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

18. DIENSSERTIFIKATE EN MAANDELIKSE OPGAWES

(2) 'n Werkgewer moet, wanneer hy 'n werknemer in diens neem, van hom vereis om binne 14 dae of 'n dienssertifikaat wat deur sy vorige werkgewer in die Bedryf ooreenkomstig subklousule (1) hiervan uitgereik is, of 'n sertifikaat wat deur die Sekretaris van die Raad uitgereik is, in te dien: Met dien verstande dat hierdie bepaling nie verpligtend is vir 'n werknemer wat nie voorheen binne die regsgebied van hierdie Raad in die Wassery-, Droogskoonmaak- en Kleurbedryf in diens was nie.

(3) Elke werkgewer moet vóór of op die sewende dag van elke maand aan die Sekretaris van die Raad 'n opgawe in die vorm van Aanhangsel E van hierdie Ooreenkoms stuur, met volle besonderhede daarin omtrent werknemers wat in die loop van die voorafgaande maand—

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

(4) Indien geen werknemers gedurende 'n enkele maand tot die diens van die werkgewer toetree het of dit verlaat het nie, of as geen verandering in die klas van beroep plaasgevind het nie, moet 'n opgawe ooreenkomstig subklousule (3) hierbo aan die Sekretaris van die Raad gestuur word waarin aangedui word dat daar geen verandering in personeel plaasgevind het nie.

19. AANSPORINGSBONUS

(1) (a) In enige was-, droogskoonmaak- of kleurbedryfsinrigting waarin 'n werkgewer 'n aansporingsbonusstelsel wil invoer, moet daar vir elke betrokke afdeling 'n komitee in die lewe geroep word (hierna 'n afdelingskomitee genoem) bestaande uit vier verteenwoordigers wat deur die werknemers in die betrokke afdeling tesame met die werkgewer verkies is, om 'n aanvullende loonstaat vir daardie afdeling op te stel. Die werknemerlede is op die hulp van 'n beampte of ander verteenwoordiger van die vakverenigings geregtig.

(b) Indien daar op die datum van inwerkingtreding van hierdie Ooreenkoms 'n aansporingsbonusstelsel bestaan, maar geen afdelingskomitee gestig is nie, moet die werkgewer binne 30 dae daarna so 'n komitee ooreenkomstig subklousule (1) (a) hiervan stig.

(2) (a) Bonusbedrae moet benewens die minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf, betaal word.

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

(c) Die afdelingskomitee in subklousule (1) hiervan bedoel, moet die werkgewer in alle sake betreffende die gladde werking van 'n aansporingsplan help.

(d) Behoudens klousule 5 (2) van hierdie Ooreenkoms, moet bonusverdienste betaal word met gereelde tussenpose, wat deur die betrokke afdelingskomitee bepaal moet word.

(e) Geen aansporingsbonusstelsel of 'n verandering daarvan word toegelaat nie, uitgesonderd met toestemming van die betrokke afdelingskomitee.

(3) Met betrekking tot 'n aansporingskema waarby werknemers, uitgesonderd afhalers, depotassistentes of deelydse depotassistentes, betrokke is, is onderstaande van toepassing:

- (a) Bonuskale moet op 'n grondslag bepaal word wat 'n werknemer van gemiddelde vermoë in staat sal stel om minstens 13 persent meer as die minimum loon te verdien wat vir 'n werknemer van die betrokke klas voorgeskryf is;
- (b) bonusgroepe moet bestaan uit werkers in soortgelyke beroepe of in werksaamhede wat gesamentlik verrig moet word om 'n besondere stadium van behandeling te voltooi;
- (c) die bonus moet in verhouding wees tot die produksie bo 'n ooreengekome minimum vir elke werksaamheid of kombinasie van werksaamhede;
- (d) bonusverdienste vir werknemers wat 'n groep vorm, moet in dieselfde verhouding tot die groepbonus wees as wat die ure wat 'n individu op sy pos deurgebring het in verhouding tot die totale ure is wat op dieselfde manier vir alle werknemers in daardie groep aangeteken is;
- (e) indien die bonus volgens werk per uur bereken word, mag geen werknemer gepenaliseer word vir tyd waarin hy as gevolg van oorsake buite sy beheer nie gewerk het nie. Sodanige tyd waarin hy nie gewerk het nie, moet nie ingesluit word in die totale getal ure gewerk waarvolgens die bonus bereken word nie, maar moet deel uitmaak van die totale getal gewone ure wat hy gewerk het;

(2) An employer shall, on engaging an employee, require him to produce within 14 days either a certificate of service issued by his last employer in the Trade in accordance with the provisions of subclause (1) hereof, or a certificate issued by the Secretary of the Council: Provided that this provision shall not be obligatory in respect of an employee who was not previously employed in the Laundry, Dry Cleaning and Dyeing Trade within the area of jurisdiction of this Council.

(3) Every employer shall submit to the Secretary of the Council not later than the seventh day of each month a return in the form of Annexure E to this Agreement, showing the full particulars of employees who in the course of the previous month—

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

(4) If during any one month no employees have entered or left the service of the employer, or if no changes of category of occupation have taken place, a return shall be forwarded to the Secretary of the Council, in accordance with the provisions of subclause (3) above, indicating the fact that there have been no changes in the staff position.

19. INCENTIVE BONUS

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

(b) Where at the date of coming into operation of this Agreement an incentive bonus scheme is in existence but no departmental committee has been formed, the employer shall within 30 days thereof form such a committee in terms of subclause (1) (a) hereof.

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

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

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

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

(e) No incentive bonus system or any variation thereof shall be permitted except by consent of the departmental committee concerned.

(3) In relation to an incentive scheme involving employees other than collectors, depot attendants or part-time depot attendants, the following shall apply:

- (a) Bonus rates shall be determined on such basis as will permit an employee of average capacity to earn at least 13 per cent more than the minimum wage prescribed for an employee of the category concerned;
- (b) bonus groups shall consist of workers engaged in similar occupations or on operations which must be combined to complete a particular stage of processing;
- (c) the bonus shall be proportional to output above an agreed minimum for each operation or combination of operations;
- (d) bonus earnings for employees forming any group shall bear the same proportion to the group bonus as the hours attended by the individual at his post bear to the total hours similarly recorded for all employees in that group;
- (e) where the bonus is calculated on hourly performance, no employee shall be penalised for the idle time resulting from causes beyond his control. Such idle time shall not be included in the total of hours worked used in the calculation of bonus, but shall form portion of the aggregate number of ordinary hours worked;

- (f) bonusse moet betaal word slegs vir produksie wat ooreenkom met die standaard van gehalte deur die werkgewer vasgestel, en werknemers mag nie gekrediteer word met produksie wat nie aan sodanige standaard voldoen nie;
- (g) by die berekening van die standaardtyd vir elke werksaamheid deur middel van tydstudiemetodes, moet daar behoorlik rekening gehou word met gehaltestandaard, vermoedheid en werktoustande. Standaardtye aldus vasgestel mag nie gewysig word nie, tensy veranderde metodes van behandeling so 'n verandering regverdig;
- (h) toesighoudende personeel, uitgesonderd bestuurders of voormanne, moet 'n bonus ontvang van minstens die gemiddelde bonus wat betaal word aan die werknemers oor wie se produksie hulle toesig hou.

20. LOGBOEKE

(1) Elke werkgewer moet aan elke afhaler graad I en graad II en motorvoertuigdrywer in sy diens 'n logboek in die vorm van Aanhangsel B van hierdie Ooreenkoms verskaf.

(2) (a) Elke afhaler graad I en graad II en motorvoertuigdrywer moet, nadat die logboek in subklousule (1) bedoel aan hom verskaf is, genoemde daaglikse log in tweevoud en so na as doenlik in die voorgeskrewe vorm byhou ten opsigte van elke dagtaak deur hom en sy assistent(e) verrig, en moet binne 24 uur na voltooiing van die dagtaak waarop dit betrekking het, 'n duplikaatkopie daarvan aan sy werkgewer besorg.

(b) Alle afhalers graad I en graad II en motorvoertuigdrywers moet eerlik en presies die getal ure aanstip wat werklik deur hulle en hul assistent(e) gewerk is, asook die tye waarin werk vertraag of opgeskort is, tesame met volle besonderhede in verband met die oorsaak van so 'n vertraging of opskorting.

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

(4) Waar aanvangs- en uitskeitye en ruspouses meganies aangeteken word, is subklousules (1), (2) en (3) hiervan nie van toepassing nie: Met dien verstande dat sodanige aantekeninge ook vir 'n tydperk van drie jaar na die aangestipte voorvalle bewaar moet word.

(5) (a) 'n Werkgewer moet, indien hy dit nog nie kragtens 'n vorige ooreenkoms gedoen het nie, elke motorvoertuigdrywer, afhaler graad I en graad II, afhaler se assistent of motorvoertuigdrywer se assistent wat in sy diens is op die datum waarop hierdie Ooreenkoms gepubliseer word, gelas om hom binne 30 dae na daardie datum by die kantore van die Raad aan te meld ten einde 'n skriftelike staat van sy pligte met betrekking tot die byhou van logboekstate en/of bediening van meganiese inklokstelsels te ontvang.

(b) 'n Werkgewer moet elke motorvoertuigdrywer, afhaler graad I en graad II, afhaler se assistent, of motorvoertuigdrywer se assistent gelas om hom binne 30 dae na die aanvang van sy diens by so 'n werkgewer by die kantore van die Raad aan te meld ten einde 'n skriftelike staat van sy pligte met betrekking tot die byhou van logboekstate en/of bediening van meganiese inklokstelsels te ontvang.

(c) Elke motorvoertuigdrywer, afhaler graad I en graad II, afhaler se assistent, of motorvoertuigdrywer se assistent moet die opdragte nakom wat sy werkgewer kragtens paragrawe (a) of (b) hiervan aan hom uitreik en 'n erkenning van die ontvangs van genoemde pligstaat onderteken.

21. SKRIFTELIKE MAGTIGING VIR AFHALERS

Elke afhaler wat goedere wat gewas, droogskoongemaak of gekleur moet word, vra, of opneem, of werf, of sodanige artikels ná die behandeling aflewer, moet te alle tye in besit wees van 'n magtigingsertifikaat in die vorm van Aanhangsel C van hierdie Ooreenkoms, wat deur sy werkgewer onderteken en aan hom uitgereik is.

22. UURLOONSTATE

Elke werkgewer moet in sy bedryfsinrigting op 'n plek wat vir werknemers maklik toeganklik is, uurloonstate vertoon waarin onderstaande aangetoon word:

- (a) Voorgeskrewe uurloonskale: 1 tot 44 uur, 1 tot 46 uur;
- (b) verlofbesoldiging: 1 tot 12 maande.

Vir die toepassing van hierdie klousule sluit „bedryfsinrigting” nie 'n voertuig of depot in nie.

- (f) bonus payments shall only be made in respect of output which conforms to the standards of quality laid down by the employer, and employees shall not be credited with output which does not conform to such standards;
- (g) in the calculation of the standard time for each operation by time study methods, suitable allowances shall be made for quality standards, fatigue and working conditions. Standard times so fixed shall not be amended unless altered processing methods warrant such a change;
- (h) supervising personnel, other than managers or foremen, shall receive a bonus of not less than the average bonus received by the employees whose output they supervise.

20. LOG BOOKS

(1) Every employer shall provide each collector, Grade I and Grade II, and driver of a vehicle in his employ with a log book as per Annexure B to this Agreement.

(2) (a) Every collector, Grade I and Grade II, and driver of a vehicle upon being provided with the log book referred to in subclause (1) shall keep the said daily log in duplicate as nearly as practicable in the form prescribed, in respect of each day's work performed by him and his assistant/s 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.

(b) Every collector, Grade I and Grade II, and driver shall record truthfully and accurately the number of hours actually worked by him and his assistant/s and the times during which work was delayed or suspended, together with full particulars of the cause for such delay or suspension.

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

(4) Where times of commencing and finishing work and of rest intervals are recorded mechanically, the provisions of subclauses (1), (2) and (3) hereof shall not apply: Provided that such records shall also be retained for a period of three years subsequent to the events recorded.

(5) (a) An employer shall, if he has not already done so in terms of a previous agreement, direct every driver, collector, Grade I and Grade II, collector's assistant or driver's assistant who is in his employ on the date of publication of this Agreement within 30 days of such date to present himself at the offices of the Council to receive a written statement of his duties in relation to the keeping of log sheets and/or operation of mechanical clocking systems.

(b) An employer shall direct every driver, collector, Grade I and Grade II, collector's assistant or driver's assistant within 30 days of commencing employment with him to present himself at the offices of the Council to receive a written statement of his duties in relation to the keeping of log sheets and/or operation of mechanical clocking systems.

(c) Every driver, collector, Grade I and Grade II, collector's assistant or driver's assistant shall comply with the directions given to him by his employer in terms of paragraphs (a) or (b) hereof and shall sign an acknowledgement of his receipt of the said statement of duties.

21. WRITTEN AUTHORITY FOR COLLECTORS

Every collector engaged in inviting, soliciting or canvassing articles to be laundered, dry cleaned or dyed, or in delivery of such articles after processing, shall at all times be in possession of a certificate of authority in the form of Annexure C to this Agreement, signed and issued to him by his employer.

22. HOURLY WAGE SHEETS

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

- (a) prescribed hourly rates: 1 hour to 44, 1 hour to 46;
- (b) leave pay: 1 to 12 months.

For the purposes of this clause, “establishment” shall not include a vehicle or depot.

23A. VERSEKERING VAN LONE IN GEVAL VAN BRAND

Elke werkgever moet by 'n geregistreerde versekeringsmaatskappy verseker om voorsiening te maak vir die betaling aan sy werknemers wat weens brand werkloos word, van een week se besoldiging vir weekliks besoldigde werknemers, en een maand se besoldiging vir maandeliks besoldigde werknemers: Met dien verstande dat, indien die werkstilstand minder as een week of minder as een maand duur, na gelang van die geval, daar vir betaling vir sodanige korter tydperk voorsiening gemaak moet word deur middel van versekering.

23B. VERSEKERING TEEN VERLIES VAN PERSOONLIKE BESITTINGS—DEPOTPERSONEEL

Elke werkgever moet by 'n geregistreerde versekeringsmaatskappy verseker om voorsiening te maak vir die betaling aan sy werknemers, wat werksaam is in 'n depot, van 'n bedrag van minstens R100 (een honderd rand) per eis in die geval van persoonlike verlies as gevolg van diefstal en/of rowery gedurende werksure.

24A. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgever in die Wassery-, Droogskoonmaak- en Kleurbedryf of elke okkupeerder van 'n perseel waar een of meer werknemers in die Wassery-, Droogskoonmaak- en Kleurbedryf in diens is, moet binne een maand na die datum waarop hy met werksaamhede begin of sodanige perseel okkupeer, die volgende besonderhede skriftelik, in die vorm van Aanhangsel H van hierdie Ooreenkoms, aan die Sekretaris van die Raad verstrek:

- (a) Sy volle naam en woonadres;
- (b) die titel of handelsnaam van sy sakeonderneming;
- (c) die volle adres van sy sakeonderneming, met inbegrip van die posbusnommer (as daar is) en die telefoonnommer (as daar is);
- (d) die aard van die sakeonderneming (d.w.s. of dit 'n fabriek of 'n wassery- en/of droogskoonmaak- en/of kleurbedryfsinrigting is);
- (e) die handelsnaam en adresse van alle depots;
- (f) die datum waarop werksaamhede begin het of die perseel geokkupeer is, na gelang van die geval;
- (g) die volgende besonderhede van agente, kommissie-agente, onafhanklike aannemers of handelaars wat klante of agente van sodanige werkgever of okkupeerder is:
 - (i) Die volle naam en woonadres van die agent, kommissie-agent, onafhanklike aannemer of handelaar;
 - (ii) die titel of handelsnaam van sy sakeonderneming;
 - (iii) sy volle besigheidsadres, met inbegrip van die posbusnommer (as daar is) en telefoonnommer (as daar is);
 - (iv) die datum waarop hy met werksaamhede begin of die perseel geokkupeer het, na gelang van die geval.

(2) In die geval van 'n vennootskap moet die volle name en woonadresse van al die vennote, benewens die besonderhede wat ingevolge subklousule (1) hiervan vereis word, verstrek word binne die tydperk in genoemde subklousule (1) vermeld.

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

- (a) Die volle name van al die direkteure en die volle naam van die persoon wat werklik elke tak van die sakeonderneming beheer;
- (b) die volle naam van die sekretaris van die maatskappy;
- (c) die adres van die geregistreerde kantore van die maatskappy, met inbegrip van die posbusnommer (as daar is) en telefoonnommer (as daar is).

(4) As daar 'n verandering voorkom in enigeen van die besonderhede wat ingevolge subklousules (1), (2) en (3) van hierdie klousule verstrek moet word, moet die werkgever of okkupeerder van die betrokke perseel binne 14 dae na die datum waarop sodanige verandering plaasgevind het, die Sekretaris van die Raad skriftelik volle besonderhede van sodanige verandering verstrek.

(5) By ontvangs van die inligting wat ingevolge subklousules (1), (2) en (3) van hierdie klousule verstrek moet word, moet die Sekretaris van die Raad 'n registrasiesertifikaat aan die werkgever of okkupeerder van die betrokke perseel uitreik waarop die volgende besonderhede verskyn: Die name van die persoon of persone aan wie dit uitgereik is, die titel of handelsnaam waaronder die sakeonderne-

23A. INSURANCE OF WAGES IN CASE OF FIRE

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

23B. INSURANCE AGAINST LOSS OF PERSONAL EFFECTS—DEPOT STAFF

Every employer shall insure with a registered insurance company to provide for the payment to his employees, employed in a depot, which shall cover an amount of not less than R100 (one hundred rand) per claim in the event of personal loss as a result of theft and/or robbery while on duty.

24A. REGISTRATION OF EMPLOYERS

(1) Every employer operating in the Laundry, Dry Cleaning and Dyeing Trade, or occupier of any premises where one or more employees are engaged in the Laundry, Dry Cleaning and Dyeing Trade, shall within one month from the date of commencement of operation or the occupation of such premises by him, notify the Secretary of the Council, in writing, in the form of Annexure H to this Agreement, of the following particulars:

- (a) His full name and residential address;
- (b) the title or trade name of his business;
- (c) the full address of his business including the P.O. Box number (if any) and the telephone number (if any);
- (d) the nature of the business (i.e. whether a factory and whether a laundry and/or dry cleaning and/or dyeing establishment);
- (e) the trade names and addresses of all depots;
- (f) the date on which operations began or the premises were occupied, as the case may be;
- (g) the following particulars relating to agents, commission agents, independent contractors or traders who are customers or agents to such employer or occupier:
 - (i) The full name and residential address of the agent, commission agent, independent contractor or trader;
 - (ii) the title or trade name of his business;
 - (iii) his full business address, including the P.O. Box number (if any) and the telephone number (if any);
 - (iv) the date on which operations began or the premises were occupied, as the case may be.

(2) In the case of a partnership, the full names and residential addresses of all the partners shall, in addition to the particulars required in terms of subclause (1) hereof, be furnished within the period specified in the said subclause (1).

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

- (a) The full names of all the directors and the full name of the person in actual control of each branch of the business;
- (b) the full name of the secretary of the company;
- (c) the address of the registered offices of the company, including the P.O. Box number (if any) and telephone number (if any).

(4) In the event of a change in any of the particulars required to be furnished in terms of subclauses (1), (2) and (3) of this clause, the employer or occupier of the premises concerned shall forward to the Secretary of the Council a notification, in writing, setting out the full particulars of such change, within 14 days of the date on which such change took effect.

(5) Upon receipt of the information required to be furnished in terms of subclauses (1), (2) and (3) of this clause, the Secretary of the Council shall issue to the employer or occupier of the premises concerned a certificate of registration setting out the names of the person or persons to whom it is issued, the title or trade name under which the business has been registered with the Council, and the

ming by die Raad geregistreer is en die adres van die sakeonderneming: Met dien verstande dat die Sekretaris van die Raad nie 'n titel of handelsnaam van 'n nuwe sakeonderneming mag registreer nie as dit dieselfde of wesenlik dieselfde is as 'n titel of handelsnaam wat alreeds by die Raad geregistreer is. As die werkgewer of okkupeerder van die betrokke perseel weier of versuim om op versoek van die Sekretaris van die Raad 'n nuwe titel of handelsnaam te verstrek wat nie dieselfde of wesenlik dieselfde is as een wat alreeds by die Raad geregistreer is nie, moet die Sekretaris van die Raad die betrokke sakeonderneming onder die persoonlike naam van die betrokke werkgewer of okkupeerder registreer, en in die geval van 'n vennootskap, onder die persoonlike name van een of meer van die betrokke vennote.

(6) Vir die toepassing van hierdie klousule, beteken „okkupeerder” enigeen wat met die algemene bestuur en beheer van die perseel belas is, en as daar twee of meer sodanige persone is, omvat dit alle sodanige persone.

24B. BESONDERHEDE VAN WERKNEMERS OP DIE DATUM WAAROP 'N SAKEONDERNEMING BEGIN WORD

Elke werkgewer in die Wassery-, Droogskoonmaak- en Kleurbedryf, of okkupeerder van 'n perseel waar een of meer werknemers in die Wassery-, Droogskoonmaak- en Kleurbedryf in diens is, moet binne een maand nadat hy met werksaamhede begin of sodanige perseel okkupeer, die Sekretaris van die Raad skriftelik in die vorm van Aanhangsel I van hierdie Ooreenkoms, in kennis stel van die volgende besonderhede van al die werknemers in sy diens in die Wassery-, Droogskoonmaak- en Kleurbedryf, soos op die datum van sodanige kennisgewing:

- (a) Hul volle name (familienam en voorname);
- (b) hul woonadresse voluit;
- (c) die nommer van hul bewysboeke of identiteitsdokumente;
- (d) geboortedatum;
- (e) hul klassifikasie (klas werk);
- (f) die datum waarop hulle by die betrokke werkgewer begin werk het;
- (g) die lone wat hulle ontvang;
- (h) hul ras en geslag;
- (i) hul Raadnommers, indien beskikbaar.

25. VRYSTELLINGS

(1) Die Raad kan behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, enigeen weens hoë ouderdom of swaakheid of om enige ander afdoende rede vrystel van enige bepaling van hierdie Ooreenkoms.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling kragtens subklousule (1) hiervan verleen word, die voorwaardes vasstel waarop daardie vrystelling verleen word en die tydperk waarvoor die vrystelling van krag bly: Met dien verstande dat die Raad na goedvinde, nadat hy 'n week vooraf skriftelik aan die betrokke persone kennis gegee het, enige vrystellingsertifikaat kan intrek, afgesien daarvan of die tyd waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet ooreenkomstig hierdie klousule aan iedereen aan wie vrystelling verleen word, 'n vrystellingsertifikaat uitreik, deur hom onderteken, waarin die volgende gemeld word:

- (a) Die betrokke persoon se naam voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes ooreenkomstig subklousule (2) hiervan vasgestel, waarop die vrystelling verleen word; en
 - (d) die tydperk waarvoor die vrystelling van krag bly.
- (4) Die Sekretaris van die Raad moet—
- (a) al die vrystellingsertifikate wat uitgereik word, agtereenvolgens nommer;
 - (b) 'n kopie behou van elke vrystellingsertifikaat wat uitgereik word; en
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

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

address of the business: Provided that the Secretary of the Council shall not register a title or trade name of a new business which is identical to or substantially the same as a title or trade name already registered with the Council. In the event of the employer or occupier of the premises concerned refusing or failing, upon request of the Secretary of the Council, to submit a new title or trade name which is not identical to or substantially the same as one which is already registered with the Council, the Secretary of the Council shall register the business concerned in the personal name of the employer or occupier concerned, and in the event of a partnership in the personal names of one or more of the partners concerned.

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

24B. PARTICULARS RELATING TO EMPLOYEES AT DATE OF COMMENCEMENT OF BUSINESS

Every employer operating in the Laundry, Dry Cleaning and Dyeing Trade, or occupier of any premises where one or more employees are engaged in the Laundry, Dry Cleaning and Dyeing Trade, shall within one month from the date of commencement of operations or the occupation of such premises by him, notify the Secretary of the Council, in writing, in the form of Annexure I to this Agreement, of the following particulars relating to all the employees employed by him in the Laundry, Dry Cleaning and Dyeing Trade, as at the date of such notification:

- (a) Their full names (surnames and first names);
- (b) their full home addresses;
- (c) the number of their reference books or identity documents;
- (d) the date of birth;
- (e) their classification (category of work);
- (f) the date on which they started work with the particular employer;
- (g) the wages received by them;
- (h) their race and sex;
- (i) their Council numbers (if available).

25. EXEMPTIONS

(1) The Council may, subject to the proviso to section 51 (3) of the Act, on account of old age or infirmity, or for any other good or sufficient reason, grant to or in respect of any person exemption from any of the provisions of this Agreement.

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

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

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

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

26. REGISTERS WAT BYGEHOU MOET WORD

(1) Elke werkgever moet te alle tye die volgende registers met ink byhou:

- (a) 'n Loonregister ingevolge artikel 57 van die Wet op Nywerheidsversoening, 1956 (Wet 28 van 1956), en die regulasies ingevolge genoemde Wet, wat by die fabriek, of die depot, gehou moet word en wat te alle tye vir inspeksie beskikbaar moet wees;
- (b) 'n indiensnemings- en verlofbesoldigingsregister, in die vorm van Aanhangsel F van hierdie Ooreenkoms;
- (c) 'n register van die werktye van elk van die werknemers, in die vorm van Aanhangsel G van hierdie Ooreenkoms: Met dien verstande dat waar die aanvangs- en uitskeiing van werk en die rusperiodes meganies aangeteken word, hierdie paragraaf nie van toepassing is nie.

(2) Elke werkgever van een of meer afhalers graad III moet in die depot of fabriek waarvandaan sodanige afhalers gewoonlik optree, 'n register byhou van alle bestellings wat deur sodanige afhalers ingelewer word. Dié registers moet die volgende aantoon:

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

(3) (a) Benewens die registers in subklousule (2) hiervan voorgeskryf, moet 'n bestelling- of besoekboek aan elke afhaler graad III uitgereik word waarin hy die bestellings wat deur hom geneem word, moet aanteken, en dit moet daaglik deur die persoon aan wie hy verantwoordelik is, medeonderteken word.

(b) Die waarde van die bestellings wat ingevolge subklousule (2) hiervan aangeteken moet word, moet ooreenkom met die betrokke inligting wat in die bestelling- of besoekboek voorkom.

(4) Elke werkgever moet die registers in subklousules (1), (2) en (3) hiervan voorgeskryf [met inbegrip van enige werktydregisters wat meganies aangeteken word ingevolge subklousule (1) (c) hierbo], vir 'n tydperk van drie jaar ná die aangetekende voorvalle bewaar, en hierdie registers moet te eniger tyd binne daardie tydperk vir inspeksie beskikbaar gehou word.

27. FONDSE VAN DIE RAAD

Die fondse van die Raad, wat berus by en geadministreer word deur die Raad, word op die volgende wyse verkry:

(1) Op elke betaaldag na die inwerkingtreding van hierdie Ooreenkoms moet elke werkgever 9c per week aftrek van die loon van elkeen van sy werknemers, uitgesonderd los werknemers, wat in daardie week gewerk het en vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat voordat 'n werknemer met jaarlikse verlof gaan, aftrekkings gedoen moet word van bedrae wat hy ontvang ten opsigte van enige tydperk van verlof en vakansiedae met besoldiging wat, vir die toepassing van hierdie klousule, geag word gewone tyd gewerk te wees.

(2) Elke werkgever moet soos volg tot die fondse van die Raad bydra:

- (a) Op elke betaaldag na die inwerkingtreding van hierdie Ooreenkoms moet elke werkgever 'n bedrag van 8c per week bydra vir elkeen van sy werknemers, uitgesonderd los werknemers, wat gedurende daardie week gewerk het en vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat bydraes ook gemaak moet word ten opsigte van 'n werknemer voordat so 'n werknemer met jaarlikse verlof gaan, ten opsigte van enige tydperk van verlof en vakansiedae met besoldiging wat vir die toepassing van hierdie klousule, geag word gewone tyd gewerk te wees.
- (b) 'n Bedrag van R7,00 vir elke maand of gedeelte van 'n maand waarin aftrekkings ingevolge subklousule (1) gemaak is of moes word, moet deur die werkgever self bygedra word ten opsigte van elke bedryfsinrigting waarin die Wassery-, Droogskoongemaak- en/of Kleurbedryf uitgeoefen word, en moet agente, kommissie-agente, onafhanklike aannemers en handelaars insluit.

(3) Die werkgever moet die totale bedrag wat ingevolge subklousule (1) van die lone van werknemers afgetrek is of afgetrek moes word, tesame met die bedrae wat die werkgever ingevolge subklousule (2) moet bydra, voor of op die sewende dag van die maand wat

26. RECORDS TO BE KEPT

(1) Every employer shall at all times keep the following records up to date and written in ink:

- (a) A wage register in terms of section 57 of the Industrial Conciliation Act, 1956 (Act 28 of 1956), and regulations under this Act, to be kept at the factory, or the depot, and which shall be available for inspection at all times;
- (b) an engagement and leave-pay register, in the form of Annexure F to this Agreement;
- (c) a record of the working times of each of the employees, in the form of Annexure G to this Agreement: Provided that where times of commencing and finishing work and of the rest intervals are recorded mechanically, the provisions of this paragraph shall not apply.

(2) Every employer of one or more collectors, Grade III shall keep in the depot or factory from which such collectors normally operate, a record of all orders brought in by such collectors. Such records shall show:

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

(3) (a) In addition to the records prescribed in subclause (2) hereof, every collector, Grade III, shall be issued with an order or call book in which he shall record the orders brought in by him and which shall be countersigned daily by the person to whom he is responsible:

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

(4) Every employer shall retain the records prescribed in subclauses (1), (2) and (3) hereof [including any mechanically recorded time records in terms of subclause (1) (c) above] for a period of three years subsequent to the occurrence of the events recorded, and these records shall be kept available for inspection at any time within that period.

27. COUNCIL FUNDS

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

(1) On every pay-day after this Agreement comes into operation every employer shall deduct 9c per week from the wages of each of his employees, other than casual employees, who have worked in that week and for whom minimum rates are prescribed in this Agreement: Provided that deductions shall be made from payments received by an employee prior to proceeding on annual leave in respect of any period of leave and paid holidays which, for the purposes hereof, shall be deemed to be ordinary time worked.

(2) Every employer shall contribute to the funds of the Council as follows:

- (a) On every pay-day after this Agreement comes into operation every employer shall contribute an amount of 8c per week in respect of each of his employees, other than casual employees, who have worked in that week and for whom minimum rates are prescribed in this Agreement: Provided that contributions shall also be made in respect of an employee prior to such an employee proceeding on annual leave in respect of any period of leave and paid holidays, which for the purposes hereof shall be deemed to be ordinary time worked.
- (b) An amount of R7,00 in respect of each month or part thereof during which deductions were made or were required to be made in terms of subclause (1) shall be contributed by the employer himself in respect of each establishment from which laundry, dry cleaning and/or dyeing is processed, and shall include agents, commission agents, independent contractors and traders.

(3) The total amount deducted, or required to be deducted, under subclause (1) from the wages of employees, together with the amounts required to be contributed by the employer in terms of subclause (2), shall be forwarded by the latter to the Secretary of the

volg op die maand waarin bedrae afgetrek is of afgetrek moes word, tesame met 'n staat wat die getal werknemers meld van wie se lone bedrae elke week (in die geval van weekliks besoldigde werknemers) of ten opsigte van daardie maand (in die geval van maandeliks besoldigde werknemers) afgetrek is of afgetrek moes word, aan die Sekretaris van die Raad stuur.

28. VERTONING VAN OOREENKOMS

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

29. KOOP VAN GOEDERE

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

30. VERTEENWOORDIGERS VAN VAKVERENIGINGS IN DIE RAAD

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

31. WERKNEMERS NIE GESPEFISEER NIE

(1) 'n Werkgever moet, indien hy dit nog nie kragtens 'n vorige ooreenkoms gedoen het nie, die Raad onmiddellik ná indiensneming, of by publikasie van hierdie Ooreenkoms, in kennis stel van die volle besonderhede en aard van werk van werknemers in sy diens wat werk verrig wat nie spesifiek in hierdie Ooreenkoms vermeld word nie.

(2) Ondanks die feit dat sekere klasse werk nie gespesifiseer is nie, is alle bepalings van hierdie Ooreenkoms wat toepaslik is, op die diensvoorwaardes van sodanige werknemers van toepassing.

(3) Geen sodanige werknemer mag 'n loon betaal word wat laer is as dié wat vir algemene werknemers in hierdie Ooreenkoms voorgeskryf is nie.

32. ULTRA VIRES

Indien enigeen van die bepalings van hierdie Ooreenkoms deur 'n hof met regsbevoegdheid *ultra vires* verklaar word, word die oorblywende bepalings van hierdie ooreenkoms geag die Ooreenkoms te wees en moet dit vir die onverstreke tydperk van hierdie Ooreenkoms van krag bly.

33. ERKENNING VAN DIE VAKVERENIGINGS

(1) Elke werkgever moet die sekretaris van die vakverenigings of beamptes van die vakverenigings wat skriftelik deur die verenigings daartoe gemagtig is, of enige lid van die verenigings se uitvoerende komitees wat sodanige sekretaris of beamptes vergeesel, toelaat om sy bedryfsinrigting van tyd tot tyd tydens die etens- of teepouse binne te gaan ten einde—

- (a) werknemers in verband met sake van die vakverenigings te spreek;
- (b) nuwe lede in te skryf;
- (c) kennisgewings wat deur die vakverenigings uitgereik word, op te plak of te versprei.

(2) Die lede van die vakverenigings in elke bedryfsinrigting het die reg om een of meer werkwinkelverteenvoorgangers en/of werkwinkelkomitees uit hul geledere aan te stel, en die betrokke werkgever moet aan sodanige werkwinkelverteenvoorgangers en/of werkwinkelkomitees volle erkenning verleen en redelike fasiliteite verskaf vir hul vergaderings en samesprekings met hulle aangaande sake waarvoor geskille ontstaan het en sake wat die werктоestande van die betrokke werknemers in die algemeen raak.

(3) Wanneer hy skriftelik deur 'n werknemer daartoe versoek word, moet die werkgever van die loon van daardie werknemer die werknemer se vakverenigingsgedagde aftrek en die bedrag aldus afgetrek, vóór of op die laaste dag van die maand wat volg op die maand waarin die aftekkings gedoen is, aan die Sekretaris van die Vakvereniging, Posbus 5592, Johannesburg, stuur, tesame met 'n staat waarin die besonderhede van sodanige aftekkings gemeld word.

Council monthly on or before the seventh day of the month succeeding that during which the deductions were made or were required to be made, together with a statement showing the number of employees from whom the deductions were made or were required to be made each week (in the case of weekly paid employees) or in respect of that month (in the case of monthly paid employees).

28. EXHIBITION OF AGREEMENT

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

29. PURCHASE OF GOODS

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

30. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

31. EMPLOYEES NOT SPECIFIED

(1) An employer shall notify the Council immediately upon engagement, or upon publication of this Agreement, if he has not already done so in terms of a previous Agreement, of the full particulars and nature of work of any employee employed on work not specified in this Agreement.

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

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

32. ULTRA VIRES

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

33. RECOGNITION OF THE TRADE UNIONS

(1) Every employer shall permit the secretaries of the trade unions, or any officials of the trade unions who have been authorised thereto in writing by the unions, or any member of the unions' executive committees accompanying such secretaries or officials, to enter his establishment from time to time during the lunch or tea breaks for the purpose of—

- (a) interviewing employees on trade union matters;
- (b) enrolling new members;
- (c) posting or distributing notices issued by the trade unions.

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

(3) Upon being requested in writing by an employee to do so, an employer shall deduct from the wages of that employee the amount of the employee's trade union subscriptions and forward the amount so deducted, by not later than the last day of the month succeeding the month during which the deductions were made, to the Secretary of the Union, P.O. Box 5592, Johannesburg, together with a statement specifying the details of such deductions.

34. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om met die uitvoering van hierdie Ooreenkoms behulpsaam te wees. Dit is die plig van elke werkgever en elke werknemer om sodanige agente toe te laat, ooreenkomstig artikels 61 en 62 van die Wet op Nywerheidsversoening, 1956 (Wet 28 van 1956), en die regulasies ingevolge genoemde Wet, om sodanige navrae te doen en om sodanige boeke en/of dokumente te ondersoek en/of beslag daarop te lê en om sodanige persone te ondervra, as wat vir hierdie doel nodig is.

Namens die partye op hede die 10de dag van Februarie 1977 ooreenkomstig artikel 31 van die Wet op Nywerheidsversoening, 1956, te Johannesburg onderteken.

W. A. DAVIDSON,
Voorsitter van die Raad

M. GORDON,
Ondervoorsitter van die Raad

T. G. Pienaar,
Sekretaris van die Raad.

34. AGENTS

The Council shall appoint one or more specified persons as agents to assist it in giving effect to the terms of this Agreement. It shall be the duty of every employer and every employee to permit such agents, in accordance with the provisions of sections 61 and 62 of the Industrial Conciliation Act, 1956 (Act 28 of 1956), and regulations under the Act, to institute such enquiries and to examine and/or seize such books and/or documents and to interrogate such persons as may be necessary for this purpose.

Signed at Johannesburg on behalf of the parties this 10th day of February 1977 in terms of section 31 of the Industrial Conciliation Act, 1956.

W.A. DAVIDSON
Chairman of the Council

M. GORDON
Vice-Chairman of the Council

T. G. PIENAAR
Secretary of the Council

AANHANGSEL A

LOONKOEVERT

[Form voorgeskryf ingevolge klousule 5 (1) (d) van die Hoofooreenkoms]

Werkgever se naam			Inklokkaartnommer
Werknemer se naam			
Werknemer se beroep			
Vir week eindigende	Loonskaal		
Totale loon vir	ure gewerk		
Besoldiging vir oortydwerk	ure gewerk		
Besoldiging vir werk op Sondag	ure gewerk		
Verlofbesoldiging vir	maande gewerk		
Totaal			
Min Kortings:			
Vakvereniging			
Siektebystandsfonds			
Werkloosheidsfonds			
Nywerheidsraad			
Gebeurlikheidsfonds			
Belasting			
Ander			
Totale aftrekkings			
			Netto bedrag verskuldig

ANNEXURE A

PAY ENVELOPE

[Form prescribed in terms of clause 5 (1) (d) of the Main Agreement]

Name of employer			Clock Card No.
Name of employee			
Occupation of employee			
For week ending	Wage rate		
Total wage for	hours worked		
Overtime pay for	hours worked		
Remuneration for work on Sunday	hours worked		
Leave pay for	months worked		
Total			
Less Deductions:			
Trade Union			
Sick Benefit Fund			
Unemployment Fund			
Industrial Council			
Contingency Fund			
Tax			
Others			
Total deductions			
			Net Amount due

AANHANGSEL B

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

Posbus 1609, Johannesburg, 2000

DAAGLIKSE LOGBOEKSTAAT

[Vorm voorgeskryf ingevolge klousule 20 (1) van die Hoofooreenkoms]

BESONDERHEDE WAT DAAGLIKS DEUR WERKNEMERS INGESKRYF MOET WORD

Dag Datum
 Naam van afhaler Roetenommer
 Naam van motorvoertuigdrywer
 Naam van afhaler of motorvoertuigdrywer se assistent Voertuignommer

WERKURE

	Van afhaler	Van motorvoertuigdrywer	Van afhaler of motorvoertuigdrywer se assistent
Aanvangstyd			
Uitskeityd			
Etenstyd			

Onklaarrakings (as daar is)
 Datum by firma se kantoor ingedien
 Handtekening van afhaler
 Handtekening van motorvoertuigdrywer
 Handtekening van afhaler of motorvoertuigdrywer se assistent

SLEGS VIR DIE KANTOORGEbruik VAN DIE FIRMA

Gewone ure gewerk:

Deur afhaler
 Deur motorvoertuigdrywer
 Deur afhaler of motorvoertuigdrywer se assistent

Oortydure gewerk:

Oortyduurskaal:

Deur afhaler Van afhaler
 Deur motorvoertuigdrywer Van motorvoertuigdrywer
 Deur afhaler of motorvoertuigdrywer se assistent Van afhaler of motorvoertuigdrywer se assistent

Handtekening van werkgewer of persoon deur hom gemagtig Datum nagesien
 Versuim deur die werkgewer of die werknemer om hierdie state in te vul, is 'n oortreding wat sowel die werkgewer as die werknemer aan vervolging blootstel.

Alle navrae betreffende logboekstate moet binne drie maande vanaf die datum waarop die navraag betrekking het aan die Nywerheidsraad gerapporteer word.

ANNEXURE B

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

P.O. Box 1609, Johannesburg, 2000

DAILY LOG SHEET

[Form prescribed in terms of clause 20 (1) of the Main Agreement]

PARTICULARS TO BE FILLED IN DAILY BY EMPLOYEES

Day Date
 Name of collector Route No.
 Name of driver
 Name of collector's or driver's assistant Vehicle No.

HOURS OF WORK

	Of collector	Of driver	Of collector's or driver's assistant
Starting time			
Finishing time			
Lunch interval			

Breakdowns (if any)
 Date handed in to firm's office
 Signature of collector
 Signature of driver
 Signature of collector's or driver's assistant

FOR FIRM'S OFFICE USE ONLY

Ordinary hours worked:

By collector
 By driver
 By collector's or driver's assistant

Overtime hours worked:

Overtime hourly rate:

By collector Of collector
 By driver Of driver
 By collector's or driver's assistant Of collector's or driver's assistant

Signature of employer or person authorised by him Date checked
 Failure by either the employer or employee to complete these sheets is a contravention which renders both the employer and employee liable to prosecution.

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

AANHANGSEL C
AFHALER SE KAART

[Vorm voorgeskryf ingevolge klousule 20 (1) van die Hoofooreenkoms]

Naam van firma
 Adres van firma
 Hierdie permit magtig
 Bewysboeknommer
 Werknemer se Raadsnommer
 om vir bogenoemde firma goedere af te haal vir droogskoonmaak, was of kleur.

Werkgewer se handtekening

Jaar Maand	Werkgewer se handtekening maandeliks	Maand	Werkgewer se Handtekening, maandeliks	Maand	Werkgewer se handtekening, maandeliks	Maand	Werkgewer se handtekening, maandeliks
Januarie ... Februarie ... Maart ...		April Mei Junie		Julie Augustus September		Oktober ... November Desember	

ANNEXURE C
COLLECTOR'S CARD

[Form prescribed in terms of clause 20 (1) of the Main Agreement]

Name of firm
 Address of firm
 This Permit authorises
 Reference Book No.
 Employee's Council No.
 to collect for the above firm articles to be dry cleaned, laundered or dyed.

Employer's signature

Year Month	Monthly signature of employer	Month	Monthly signature of employer	Month	Monthly signature of employer	Month	Monthly signature of employer
January ... February ... March ...		April May June		July August September		October ... November December	

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

Posbus 1609, Johannesburg, 2000

DIENSSERTIFIKAAT

[Vorm voorgeskryf ingevolge klousule 18 (1) van die Hoofooreenkoms]

Volle naam van werknemer
 Identiteitsnommer
 Werknemer se Raadsnommer

Naam van firma	Klassifikasie by indiensneming	Datum waarop werk begin is	Loon by indiensneming	Datum van beëindiging	Loon by beëindiging	Klassifikasie by beëindiging	Stempel en handtekening van werkgewer

Hierdie sertifikaat moet deur die werkgewer ingevul en by diensbeëindiging aan die werknemer oorhandig word.

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

P.O. Box 1609, Johannesburg, 2000

CERTIFICATE OF SERVICE

[Form prescribed in terms of clause 18 (1) of the Main Agreement]

Name of employee (in full)
 Identity No.
 Employee's Council No.

Name of firm	Classification on engagement	Date started work	Wage on engagement	Date of termination	Wage on termination	Classification on termination	Stamp and signature of employer

This certificate must be completed by the employer and handed to the employee upon termination of service.

AANHANGSEL E (VOORKANT)
NYWERHEIDSRAAD VIR DIE WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF (TRANSVAAL)
[Vorm voorgeskryf ingevolge klousule 18 (3) van die Hooffooreenkoms]

Posbus 1609, Johannesburg, 2000

Naam van firma

Maandelikse diensopgawe vir die maand

- Let wel:
- (1) Hierdie vorm moet in tweevoud aan die Raad gestuur word voor of op die sewende dag van elke maand, ten opsigte van die maand wat dit onmiddellik voorafgaan. Een afskrif sal deur die Raad geëndosseer word en aan die werkgever as ontvangsbewys teruggestuur word.
 - (2) Die inligting wat op hierdie vorm verstrekk moet word, is van toepassing op die volgende werknemers:
Almal wat in diens getree het, of wie se diens beëindig is, of wie se klas werk gedurende bogenoemde maand verander is.
 - (3) Alle kolomme moet ingevul word in die mate waarin hulle van toepassing is. Lees die opskrifte noukeurig.
 - (4) „Geen“-opgawes moet ook ingedien word. Skryf net „Geen“ oor die vorm, dateer en teken dit.
 - (5) Tik of skryf asseblief in blokletters.

SEKSIE A.—WERKNEMERS WIE SE DIENS GEDURENDE BOGENOEMDE MAAND BEËINDIG IS

Raads- nommer	Werknemer se familienaam (dit is ook op Bantoes van toepassing)	Werknemer se voornaam (-name)	Identiteits- nommer	Inklok- kaart- nommer (as daar is)	Klassifi- kasie by indiens- neming	Datum van indiens- neming	Loon by indiens- neming	Datum van diensbe- eindiging	Loon by diens- beëindiging	Klassifikasie by diens- beëindiging	Verlofbesol- diging betaal by diens- beëindiging

Blaai om

Blaai om—VIR INDIENSNEEMING OF HERKLASSIFIKASIES

Blaai om

AANHANGSEL E (AGTERKANT)

[Vorm voorgeskryf ingevolge klousule 18 (3) van die Hooffooreenkoms]

Blaai asb. om VIR DIENSBEËINDIGINGS

SEKSIE B.—WERKNEMERS WAT GEDURENDE BOGENOEMDE MAAND TOT U DIENS TOEGETREE HET

Blaai om

Raads- nommer	Werknemer se familienaam (dit is ook op Bantoes van toepassing)	Werknemer se voornaam (-name)	Woonadres	Identiteits- nommer van alle rasse	Inklok- kaart- nommer (as daar is)	Ras	Geslag	Geboorte- datum	Klassifikasie by indiens- neming	Datum van indiens- neming	Loon by indiens- neming

SEKSIE C.—WERKNEMERS WIE SE KLAS WERK GEDURENDE BOGENOEMDE MAAND VERANDER HET

Raads- nommer	Werknemer se familienaam (dit is ook op Bantoes van toepassing)	Werknemer se voornaam (-name)	Identiteits- nommer	Inklokkaart- nommer (as daar is)	Vorige klassifikasie	Vorige loonskaal R c	Nuwe klassifikasie	Nuwe loonskaal R c	Datum van verandering

Datum19

(Geteken)
(Handtekening van werkgever of gemagtigde persoon)

ANNEXURE E (FRONT)
INDUSTRIAL COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (TRANSVAAL)
[Form prescribed in terms of clause 18 (3) of the Main Agreement]

P.O. Box 1609, Johannesburg, 2000

Name of firm Monthly employment return for the month of

- Please note: (1) This form must be forwarded to the Council in duplicate, by the seventh day of each month, in respect of the month immediately preceding. One copy will be endorsed by the Council and returned to the employer as proof of receipt.
(2) The information to be furnished on this form applies to the following employees:
All those who were engaged or whose services were terminated or whose classification of work was changed during the above-stated month.
(3) All columns must be filled in to the extent to which they apply. Read headings carefully.
(4) Nil returns must also be rendered. Just write "Nil" across form, date it and sign it.
(5) Please type or write in Block Letters.

SECTION A.—EMPLOYEES WHOSE SERVICES WERE TERMINATED DURING THE ABOVE-MENTIONED MONTH

Council number	Employee's surname (this applies also to Bantu)	Employee's first name(s)	Identity number	Clock Card number (if any)	Classification on engagement	Date of engagement	Wages on engagement	Date left	Wages on leaving	Classification on leaving	Leave pay paid on termination

P.T.O.

Please turn over—FOR ENGAGEMENTS OR RE-CLASSIFICATIONS

P.T.O.

ANNEXURE E (BACK)

[Form prescribed in terms of clause 18 (3) of the Main Agreement]

Please turn over—FOR TERMINATIONS

SECTION B.—EMPLOYEES WHO ENTERED YOUR SERVICE DURING THE ABOVE-MENTIONED MONTH

P.T.O.

Council number	Employee's surname (this also applies to Bantu)	Employee's first name(s)	Home address	Identity number of all races	Clock Card No. (if any)	Race	Sex	Date of birth	Classification on engagement	Date of engagement	Wage on engagement

SECTION C.—EMPLOYEES WHOSE CATEGORY OF EMPLOYMENT HAS CHANGED DURING THE ABOVE-MENTIONED MONTH

Council number	Employee's surname (this also applies to Bantu)	Employees' first name(s)	Identity number	Clock Card No. (if any)	Previous classification	Previous wages R c	New classification	New wage rate R c	Date of change

Date

(Signed)
(Signature of employer or authorised person)

AANHANGSEL F
 NYWERHEIDSRAAD VIR DIE WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF (TRANSVAAL)
 INDIENSNEMING- EN VERLOFBESOLDIGINGREGISTER

[Vorm voorgeskryf ingevolge klousule 26 (1) (b) van die Hoofdooreenkoms]

Let wel: Meer as een reël kan vir 'n enkele werknemer gebruik word, indien nodig. Spesiale besonderhede moet in die kolom OPMERKINGS aangeteken word.

Volle naam van werknemer (sluit asb. Bantoes se familienam in)	Inklok- kaart- nommer	Identi- teits- nommer	Klassi- fikasie by in- diens- neming	Datum waarop werk begin is	Loon- skaal by in- diens- neming	Gedurende 19			Gedurende 19			Gedurende 19			Datum van diens- beëin- diging	Klassi- fikasie by diens- beëin- diging	Loon- skaal by diens- beëin- diging
						Loon- skaal op datum waarop verlof verskul- dig word	Datum waarop jaar- likse verlof begin het	Bedrag aan verlof- besol- diging betaal	Loon- skaal op datum waarop verlof verskul- dig word	Datum waarop jaar- likse verlof begin het	Bedrag aan verlof- besol- diging betaal	Loon- skaal op datum waarop verlof verskul- dig word	Datum waarop jaar- likse verlof begin het	Bedrag aan verlof- besol- diging betaal			

OPMERKINGS

ANNEXURE F
 INDUSTRIAL COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (TRANSVAAL)
 ENGAGEMENT AND LEAVE-PAY REGISTER

[Form prescribed in terms of clause 26 (1) (b) of the Main Agreement]

Note: If necessary, more than one line may be used for any one employee. Special points should be recorded in the REMARKS column.

Full name of employee (Please include surnames of Bantu)	Clock Card No.	Identity No.	Classi- fication at time of engage- ment	Date started work	Wages rate on starting	During 19			During 19			During 19			Date left	Classi- fication on leaving firm	Wage rate on leaving
						Rate of pay at date of leave due	Date annual leave com- menced	Amount of leave pay paid	Rate of pay at date of leave due	Date annual leave com- menced	Amount of leave pay paid	Rate of pay at date of leave due	Date annual leave com- menced	Amount of leave pay paid			

REMARKS

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

Posbus 1609, Johannesburg, 2000

[Vorm voorgeskryf ingevolge klousule 24A (1) van die Hoofoorenkoms]

Ingevolge die Ooreenkoms vir hierdie bedryf, verstrek ek/ons hierby die volgende besonderhede in verband met ondergenoemde sakeonderneming:

Handelsnaam of titel van die sakeonderneming
 Volledige adres waar die sakeonderneming gedryf word (blaai om vir lys van depots)
 Volledige adres van hoofkantoor (indien daar is)
 Adres waar was- en/of droogskoonmaak- en/of kleurwerkzaamhede uitgevoer word
 Telefoonnommer Posbusnummer
 Aard van sakeonderneming: Meld (a) Of dit u eie fabriek of 'n agentskap of 'n ander firma se fabriek is
 (b) Of dit 'n wassery- en/of droogskoonmaak- en/of kleurbedryfsinrigting is
 Datum waarop daar met die sakeonderneming begin is
 In die geval van 'n privaafirma, die naam en adres van die eienaar voluit. (L.W.—In die geval van 'n vennootskap, meld name en adresse van alle vennote voluit):

Naam/name voluit

Woonadres(se)

In die geval van 'n maatskappy met beperkte aanspreeklikheid, meld:

Geregisteerde naam van die maatskappy
 Geregisteerde kantore van die maatskappy: Adres
 Posbusnommer Telefoonnommer
 Naam/name van die direkteur(e) voluit:
 Woonadres(se) van die direkteur(e):

Naam/name van die direkteur(e) voluit:

Woonadres(se) van die direkteur(e):

Naam/name van die-bestuurder(s) voluit:

Woonadres(se) van die bestuurder(s):

Sekretaris van die maatskappy:

Naam voluit Adres

AANHANGSEL H (agterkant)

Handelsname en adresse (met inbegrip van telefoonnummers) van alle depots:

[illegible]

Name voluit, besigheids- en woonadresse en handelsname van alle agente of onafhanklike aannemers wat klante van of agente vir hierdie firma is:

[illegible]

Geteken te

Die Uwe

Handtekening van werkgewer of persoon deur hom gemagtig

op.....19....

L.W.—1. Indien die ruimte onvoldoende is, heg asseblief 'n aanvullende staat aan.

1. Indien die ruimte onvoldoende is, neg asseblê in aanvullende staat aan.
2. Werkgewers moet ook by die Departement van Arbeid en by die plaaslike bestuur registreer.

ANNEXURE H (front)
INDUSTRIAL COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (TRANSVAAL)

Telephone: 838-5834

P.O. Box 1609, Johannesburg, 2000

REGISTRATION OF EMPLOYERS

[Form prescribed in terms of clause 24A (1) of the Main Agreement]

In accordance with the provisions of the Agreement for this Trade, I/we hereby submit the following particulars in connection with the undermentioned business:

Trade name or title of the business
 Full address at which business is carried on (P.T.O. for list of depots)
 Full address of head office (if any)
 Address at which laundry and/or cleaning and/or dyeing operations are carried on
 Telephone No. P.O. Box No.
 Nature of business: State (a) Whether own factory or an agency of another firm's factory
 (b) Whether laundry and/or dry cleaning and/or dyeing establishment

Date on which business commenced

In the case of a private firm, the full name and address of the proprietor. (N.B.—In the case of a partnership, state full names and addresses of all partners):

Full name(s)

Residential address(es)

.....

In the case of a limited liability company, state:

Registered name of the company

The registered offices of the company: Address

P.O. Box No. Telephone No.

Full name(s) of the director(s): Residential address(es) of the director(s):

.....

Full name(s) of the manager(s): Residential address(es) of the manager(s):

.....

Secretary of the company:

Full name Address

ANNEXURE H (back)

Trade names and addresses (including telephone numbers) of all depots:

Name of depot	Address	Telephone No.
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		

Full names, business and residential addresses and trade names of all agents or independent contractors who are customers of or agents to this firm:

Full name of agent	Agent's trading name	Agent's business address	Agent's residential address
.....			
.....			
.....			
.....			
.....			
.....			
.....			
.....			
.....			
.....			

Yours faithfully

Signed at

Signature of employer or person authorised by him

on 19

N.B.—1. If space is insufficient, please attach a supplementary statement.

2. Employers must also register with the Department of Labour and with the local authority.

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

Posbus 1609, Johannesburg, 2000

[Vorm voorgeskryf ingevolge klousule 24B van die Hooffooreenkom]

Naam van firma

Hierdie vorm moet ingevul word ten opsigte van alle werknemers EN MOET die firma se volledige personeel aantoon by die aanvang van die besigheid of verandering van eienaarskap op19.....
Tik asseblief of skryf met ink.

[illegible]

L.W.—Indien die ruimte onvoldoende is, heg asseblief 'n aanvullende lys aan.

Handtekening van werkgever of gemachtigde persoon
Datum

ANNEXURE I

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

Telephone 838-5834

P.O. Box 1609, Johannesburg, 2000

[Form prescribed in terms of clause 24B of the Main Agreement]

Name of firm

This form must be completed in respect of all employees, showing the firm's complete staff on commencement of business or change of ownership as at 19.....

Please type or use ink.

[illegible]

N.B.—If space is insufficient, please attach a supplementary list.

Signature of employer or authorised person
Date

No. R.1176]

[1 Julie 1977

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

WASSERY-, DROOGSKOONMAAK- EN
KLEURBEDRYF (TRANSVAAL)

Ek, STEPHANUS PETRUS BOTHA, 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 Kleurbedryf, gepubliseer by Goewermentskennisgewing R.1175 van 1 Julie 1977 oor die algemeen vir werknemers wie se werkure 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.

S. P. BOTHA,
Minister van Arbeid.

No. R.1176]

[1 July 1977

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

LAUNDRY, DRY CLEANING AND DYEING
TRADE (TRANSVAAL)

I, STEPHANUS PETRUS BOTHA, 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, Dry Cleaning and Dyeing Trade, published under Government Notice R.1175 of 1 July 1977, 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.

S. P. BOTHA,
Minister of Labour.

No. R.1177]

[1 Julie 1977

WET OP NYWERHEIDSVERSOENING, 1956

WASSERY-, DROOGSKOONMAAK- EN
KLEURBEDRYF (TRANSVAAL)

INTREKKING VAN GOEWERMENTSKENNISGEWING

Ek, STEPHANUS PETRUS BOTHA, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewing R.1132 van 24 Junie 1977 in, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA,
Minister van Arbeid.

No. R.1177]

[1 July 1977

INDUSTRIAL CONCILIATION ACT, 1956

LAUNDRY, DRY CLEANING AND DYEING
TRADE (TRANSVAAL)

CANCELLATION OF GOVERNMENT NOTICE

I, STEPHANUS PETRUS BOTHA, Minister of Labour, hereby in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice R.1132 of 24 June 1977, with effect from the second Monday after the date of publication of this Notice.

S. P. BOTHA,
Minister of Labour.

INHOUD

Departement van Arbeid

GOEWERMENTSKENNISGEWINGS

No.		BLADSY
R.1175	Wet op Nywerheidsversoening, 1956: Wassery-, Droogskoonmaak- en Kleurbedryf, Transvaal—Hoofdooreenkoms .	1
R.1176	Wet op Fabrieke, Masjinerie en Bouwerk, 1941: Wassery-, Droogskoonmaak- en Kleurbedryf, Transvaal	41
R.1177	Wet op Nywerheidsversoening, 1956: Wassery-, Droogskoonmaak- en Kleurbedryf, Transvaal	41

CONTENTS

Department of Labour

GOVERNMENT NOTICES

No.		PAGE
R.1175	Industrial Conciliation Act, 1956: Laundry, Dry Cleaning and Dyeing Trade, Transvaal—Main Agreement	1
R.1176	Factories, Machinery and Building Work Act, 1941: Laundry, Dry Cleaning and Dyeing Trade, Transvaal	41
R.1177	Industrial Conciliation Act, 1956: Laundry, Dry Cleaning and Dyeing Trade, Transvaal	41