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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 1056

4 Junie 1982

WET OP ARBEIDSVERHOUDINGE, 9156

WAS-, SKOONMAAK- EN KLEURBEDRYF (KAAP).—
HOOFDOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 6 Oktober 1984 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (i), 19, 20 en 21, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 6 Oktober 1984 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde ooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE WAS-, SKOONMAAK- EN KLEURBEDRYF (KAAP)

OOREENKOMS

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

Cape Town and District Laundry, Cleaners' and Dyers' Association (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union and Laundering, Cleaning and Dyeing Workers

172—A

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 1056

4 June 1982

LABOUR RELATIONS ACT, 1956

LAUNDRY, CLEANING AND DYEING INDUSTRY
(CAPE).—MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 6 October 1984, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (6) (i), 19, 20 and 21, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 6 October 1984, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

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

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Cape Town and District Laundry, Cleaners' and Dyers' Association (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Union of Laundering, Cleaning and Dyeing Workers

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

wat die partye is by die Nywerheidsraad vir die Was-, Skoonmaak- en Kleurbedryf (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Was-, Skoonmaak- en Kleurbedryf (Kaap) nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie deur alle werknemers wat lede is van die vakvereniging en in genoemde Nywerheid in diens is;

(b) in die landdrosdistrikte Die Kaap, Wynberg, Bellville, Goodwood, Kuilsrivier, Simonstad, Paarl, Somerset-Wes, Strand, Stellenbosch, Wellington en in daardie gedeelte van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermentskenningsgewing 171 van 8 Februarie 1957 in die landdrosdistrik Bellville geval het.

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

2. GELDIGHEDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag ingevolge artikel 48 (1) van die Wet vasstel en bly van krag vir die tydperk eindigende 6 Oktober 1984 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, dieselfde betekenis as in daardie Wet, en tensy onbestaanbaar met die samehang, beteken—

"ambagsman" 'n werknemer wat die werk doen wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en vir die toepassing van hierdie omskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy vakleerlingskap uitgedien het in 'n ambag wat kragtens die Wet op Mannekragopleiding, 1981, aangewys is of geag word aangewys te wees, of in besit is van 'n sertifikaat wat deur die Registrateur van Mannekragopleiding ingevolge artikel 27 of 28 van genoemde Wet aan hom uitgereik is;

"ambagsman se assistent" 'n werknemer wat 'n ambagsman of 'n faktotum bystaan deur artikels of gereedskap vas te hou of op 'n anderwyse met hom saamwerk, uitgesonderd deur die selfstandige gebruik van gereedskap, en wat kragaangedrewe masjiene of voertuie kan olie of smeer;

"ambagsman se assistent, gekwalifiseer," 'n ambagsman se assistent met minstens ses maande ondervinding;

"ambagsman se assistent, ongekwalifiseer," 'n ambagsman se assistent met minder as ses maande ondervinding;

"ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n ketel in stand hou en die vuur in sodanige ketel kan maak, aan die gang hou of uittrek;

"massasorteerder" 'n werknemer wat behandelde en/of klaar artikels sorteer volgens die kodemerk van die ontvangsdepot, agent of werwer, maar nie volgens die volledige uitkenningmerke van die klant nie: Met dien verstande dat 'n massasorteerder artikels kan ophang en volgens depotlyne sorteer (graad IV);

"kalandermasjiën- of mangelbediener" 'n werknemer wat goedere in 'n kalandermasjiën- of mangel voer of daar uitneem of sodanige goedere opvou en die masjiën kan aan- of afskakel, en dit sluit in 'n skudder, bereider, ontvanger en opvouer (graad IV);

"werwer" 'n werknemer wat bestellings aanvra of werf vir goedere wat gewas, droogskoongemaak of gekleur moet word en wat goedere kan bymeekaarmaak om gewas, droogskoongemaak of gekleur te word, wat pryse kan kwoteer en fakture uitreik, en wat goedere aan kliente kan aflewer, betaling daarvoor kan ontvang en kwitansies kan uitreik.

"los werknemer" 'n werknemer wat hoogstens drie dae in twee agterevolgende weke by dieselfde werkgewer werk;

"onderbaas" 'n werknemer wat, onder toesig van 'n voorman, skoonmaker of kleurder, aan die hoof staan van 'n groep of seksie werknemers;

"nasiener" 'n werknemer wat artikels vóór of ná die skoonmaakproses met die lyste van kliente of die bedryfsinrigting se fakture vergelyk en wat—

(a) fakture onder toesig van 'n faktuurklerk kan invul en pryse opteken;

(b) afskrifte van die klant se lys of die fabriek se faktuur kan maak;

(c) versendingslyste kan opstel;

(d) die massa van en die hoeveelheid behandelde goedere kan bereken en opteken;

"nasiener, gekwalifiseer," 'n nasiener met minstens 12 maande ondervinding;

"nasiener, ongekwalifiseer," 'n nasiener met minder as 12 maande ondervinding;

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) by all employers who are members of the employers' organisation and who are engaged in the Laundry, Cleaning and Dyeing Industry, and by all employees who are members of the trade union and who are employed in the said Industry;

(b) in the Magisterial Districts of The Cape, Wynberg, Bellville, Goodwood, Kuils River, Simonstown, Paarl, Somerset West, Strand, Stellenbosch, Wellington and that portion of the Magisterial District of Malmesbury which, prior to the publication of Government Notice 171 of 8 February 1957, fell within the Magisterial District of Bellville.

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

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 (1) of the Act, and shall remain in operation for the period ending 6 October 1984 or for such period as may be determined by him.

3. DEFINITIONS

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act and unless inconsistent with the context—

"artisan" means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Manpower Training Act, 1981, or who holds a certificate issued by the Registrar of Manpower Training in terms of sections 27 or 28 of the said Act;

"artisan's assistant" means an employee who assists an artisan or a handyman by holding articles or tools or otherwise working with him, other than by the independent use of tools, and who may oil or grease power-driven machines or vehicles;

"artisan's assistant, qualified," means an artisan's assistant who has had not less than six months' experience;

"artisan's assistant, unqualified," means an artisan's assistant who has had less than six months' experience;

"boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler;

"bulk sorter" means an employee engaged in sorting processed and finished articles according to the code mark of the depot, agent or canvasser, but not according to the customer's complete identification marks: Provided that a bulk sorter may hang up and sort onto depot lines (Grade IV);

"calender machine or mangle operator" means an employee who is engaged in feeding articles into or taking articles from a calender machine or mangle or folding such articles and who may start or stop the machine, and includes a shaker, preparer, receiver and folder (Grade IV);

"canvasser" means an employee who is engaged in inviting, soliciting or canvassing orders for goods to be laundered, dry cleaned or dyed and who may collect goods for laundering, dry cleaning or dyeing, who may quote prices and issue invoices, and who may deliver goods to customers, accept payment therefor and issue receipts;

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

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

"checker" means an employee engaged in verifying articles before or after the cleaning process with customers' lists or the establishment's invoices and who may—

(a) under the supervision of an invoice clerk, complete invoices and enter prices;

(b) make copies of the customer's list or the factory's invoice;

(c) compile despatch sheets;

(d) determine and record the mass and quantity of processed articles;

"checker, qualified," means a checker who has had not less than 12 months' experience;

"checker, unqualified," means a checker who has had less than 12 months' experience;

"skoonmaker" 'n werknemer wat in die droogskoonmaakseksie van 'n bedryfsinrigting—

- (a) beheer het of toesig hou oor die werk van werknemers wat in die droog- of natskoonmaakproses werksaam is;
- (b) verantwoordelik is vir die behandeling wat toegepas moet word om kolle of vlekke te verwyder;
- (c) standaardoplossings kan aanmaak of vlekuitalers uitreik;
- (d) self die werk kan doen waarvoor hy toesig hou en beheer het;

"skoonmaker, gekwalifiseer," 'n skoonmaker met minstens een jaar ondervinding;

"skoonmaker, ongekwalifiseer," 'n skoonmaker met minder as een jaar ondervinding;

"klerk" 'n werknemer wat skryf-, tik-, liasseer- of 'n ander vorm van klerklike werk doen en omvat dit 'n kassier, 'n magasynman en 'n telefonis maar nie 'n ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel van so 'n werknemer se pligte uit;

"klerk, gekwalifiseer," 'n klerk met minstens drie jaar ondervinding;

"klerk, ongekwalifiseer," 'n klerk met minder as drie jaar ondervinding;

"opsigter van muntoutomaat" 'n werknemer wat een of meer van die volgende werksaamhede in 'n munt- of outomatiese "Laundromat"-bedryfsinrigting verrig:

- (a) Klante raadgee oor hoe om die masjiene in daardie bedryfsinrigting te gebruik;
- (b) toesig hou oor die skoonmaakwerksaamhede wat klante verrig;
- (c) geld van klante ontvang en die toepaslike bewysstukke uitreik;
- (d) die registers van daardie bedryfsinrigting byhou;
- (e) geld bank;

"opsigter van muntoutomaat, ongekwalifiseer," 'n opsigter van 'n muntoutomaat met minder as 12 maande ondervinding;

"deeltids opsigter van muntoutomaat" 'n opsigter van 'n muntoutomaat wat by die week of maand in diens geneem word vir hoogstens vyf gewone werke op 'n dag of 25 werke in 'n week;

"insamelaar" 'n werknemer wat goedere te voet, per trapfiets of stootkarretjie moet afhaal of aflewer, en geld in ontvangs neem, maar wat nie bestellings mag aanvaar, soek of werf nie (graad III);

"depot" 'n perseel wat deur die werkgewer gebruik word vir die ontvangs van artikels wat gewas, droogskoongemaak, gestryk of gekleur moet word en vir die terugbesorging van sodanige artikels aan klante ná behandeling;

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

- (a) Artikels van klante vir was, droogskoonmaak of kleur ontvang en sodanige artikels ná behandeling aan klante terugbesorg;
- (b) geld van klante in ontvangs neem;
- (c) geld bank;
- (d) depotregisters byhou;
- (e) toesig oor insamelaars hou;

"depotassistent, gekwalifiseer," 'n depotassistent met minstens 12 maande ondervinding;

"depotassistent, ongekwalifiseer," 'n depotassistent met minder as 12 maande ondervinding;

"depotassistent, deeltids," 'n depotassistent wat by die week of maand vir hoogstens vyf gewone werke op 'n dag, of 24 gewone werke in 'n week in diens is;

"motorvoertuigdrywer" 'n werknemer, uitgesonderd 'n werwer, wat 'n motorvoertuig dryf om personeel of goedere te vervoer en wat, by die aflewering van goedere, betaling daarvoor kan ontvang en, vir die toepassing van hierdie omskrywing, sluit "n motorvoertuig dryf" alle tye in waarin daar gedryf word en alle tyd wat die werknemer aan werk in verband met die voertuig of die vraag bestee asook alle tydperke wat hy op sy pos moet bly, gereed om te dryf;

"kleurder" 'n werknemer wat besig is by of toesig hou oor die kleur- en bleikproses en besluit oor die aard, tipe, vermenging en aanwending van die kleurstowwe of ander chemikalieë wat gebruik moet word;

"noodwerk" alle werk wat as gevolg van die onklaarraking van masjinerie of installasie, of weens die feit dat geboue onbruikbaar word of dreig om dit te word, of weens ander onvoorsiene gebeurlikhede soos brande, storms, ongelukke, epidemies, gewelddade of diefstal, sonder versuim gedoen moet word, en dit sluit werk in wat vir skepe gedoen word;

"bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in diens is in 'n werksaamheid omskryf in die Was-, Skoonmaak- en Kleurbedryf;

"cleaner" means an employee who, in the dry-cleaning section of an establishment—

- (a) controls or supervises the work of employees engaged in the dry or wet-cleaning process;
- (b) is responsible for treatment to be applied in removing spots or stains;
- (c) may compound stock solutions or issue spot removers;
- (d) may himself be engaged in the work which he controls or supervises;

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

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

"clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, storeman, and a telephone operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's work;

"clerk, qualified," means a clerk who has had not less than three years' experience;

"clerk, unqualified," means a clerk who has had less than three years' experience;

"coin-operated machine attendant" means an employee who, in a coin-operated or automatic Laundromat establishment, is engaged in one or more of the following operations:

- (a) Advising customers on the method of operating the machines in that establishment;
- (b) supervising the cleaning operations performed by customers;
- (c) accepting money from customers and issuing relevant vouchers;
- (d) keeping of records of that establishment;
- (e) banking of money;

"coin-operated machine attendant, qualified," means a coin-operated machine attendant who has had not less than 12 months' experience;

"coin-operated machine attendant, unqualified," means a coin-operated machine attendant who has had less than 12 months' experience;

"coin-operated machine attendant, part-time," means a coin-operated machine attendant who is employed by the week or month for not more than five ordinary hours of work on any day, or 25 hours of work in any week;

"collector" means an employee who is required to collect or deliver goods on foot, by pedal cycle or push cart, and who in respect thereof may issue dockets and accept payment, but who may not invite, solicit or canvass orders (Grade III);

"depot" means the premises used by an employer for the purpose of receiving articles to be laundered, dry cleaned, ironed or dyed and after processing for the purpose of reissuing such articles to customers;

"depot assistant" means an employee who, in a depot, is engaged in one or more of the following operations:

- (a) Receiving, from customers, articles to be laundered, dry cleaned or dyed and re-issuing such articles to customers after processing;
- (b) accepting money from customers;
- (c) banking of money;
- (d) keeping of records of the depot;
- (e) supervising collectors;

"depot assistant, qualified," means a depot assistant who has had not less than 12 months' experience;

"depot assistant, unqualified," means a depot assistant who has had less than 12 months' experience;

"depot assistant, part-time," means a depot assistant who is employed by the week or month for not more than five ordinary hours of work on any day, or 24 ordinary hours of work in any week;

"driver of motor vehicle" means an employee, other than a canvasser, engaged in driving a motor vehicle for the purpose of transporting personnel or goods and who on delivery of goods may accept payment therefor, and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the employee in connection with the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive;

"dyer" means an employee who is engaged in or who supervises the dyeing and bleaching process and who decides on the nature, type, blending and application of the dyes or other chemicals to be used;

"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, act of violence or theft, must be done without delay, and includes work to be done for ships;

"establishment" means any premises in or in connection with which one or more employees are engaged in any activity specified in the Laundry, Cleaning and Dyeing Industry;

"ondervinding"—

(a) met betrekking tot 'n klerk, 'n fabrieksklerk of 'n faktuurklerk, die totale tydperk of tydperke wat 'n werknemer in 'n bedryf of in diens van die Staat onderskeidelik as 'n klerk, 'n fabrieksklerk of 'n faktuurklerk werksaam was;

(b) met betrekking tot 'n ander klas werknemer, die totale tydperk of tydperke wat 'n werknemer in sy klas in die Was-, Skoonmaak- en Kleurbedryf werksaam was;

"fabrieksklerk" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Hoeveelhede massameet of tel en aanteken;

(b) die duur van 'n bepaalde stuk werk en ander besonderhede met betrekking tot produksie aanteken;

(c) die verloop van werk in die fabriek aanteken;

(d) gegewens omtrent rekvisies vir en uitreiking van materiaal en uitrusting aanteken;

(e) van uitgaande pakkette boekhou of vorms vir kosteberekening- of registerdoeleindes invul;

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens 12 maande ondervinding;

"fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as 12 maande ondervinding;

"finale ondersoeker" 'n werknemer wat gewaste, skoongemaakte of gekleurde artikels ná voltooiing van al die betrokke prosesse, vir foute of vlekke ondersoek (graad I);

"eerste ondersoeker" 'n werknemer wat artikels voor of ná die skoonmaakproses ondersoek vir merke of vlekke en wat merke of vlekke met 'n droë borsel of 'n borsel en water kan verwyder (graad III);

"voorman" 'n werknemer wat toesig hou oor en verantwoordelik is vir die werknemers (uitgesonderd klerke en ontvangsdepotbedieners) in 'n bedryfsinrigting en wat toesien dat die werk behoorlike en doeltreffend uitgevoer word;

"algemene werker" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Hulp op aflewingsvoertuie verleen;

(b) 'n masjienbediener help deur artikels in 'n masjien in te voer of daarvan af te haal;

(c) etikette met die hand aanheg;

(d) artikels met 'n droë borsel voor en ná die skoonmaakproses afborsel;

(e) dra, optel, opstapel, oplaai of aflaai, maar nie met 'n kragtoestel nie;

(f) persele of voertuie, meubels, werktuie, masjinerie of stukke gereedskap skoonmaak of poleer;

(g) tuinwerk verrig;

(h) tee of soortgelyke drankie maak of tee of soortgelyke drankie aan werknemers of sy werkgewer opdien;

(i) sakke, bale, kaste of ander houers oop- of toemaak;

(j) 'n nie-kragaangetrewe hystoestel bedien;

(k) 'n stofsuiwer of 'n tapytklopper bedien;

(l) 'n voertuig stoot of trek, maar nie met 'n kragtoestel nie;

(m) afval of as verwyder;

(n) artikels uitskud;

(o) steenkool skep of karwei;

(p) goedere in klasse, maar nie volgens kodemerke, fakture of uitkenningsstekens nie, sorteer;

(q) 'n kleurstofoplossing gedurende die kleurproses roer;

(r) diere versorg, inspan of uitspan;

(s) sakke omkeer;

(t) goedere toedraai;

(u) volgens 'n vasgestelde skaal massameet of verbruiksvoorrade of reserwevoorrade tel;

"werknemer graad I" 'n werknemer in diens in een of meer van die volgende hoedanighede:

(a) Parser (stryker) in die droogskoonmaakseksie, uitgesonderd die bediening van 'n Hoffmantipe pers;

(b) finale ondersoeker;

(c) heelmaker;

(d) vlekuihtaler;

"werknemer graad I, gekwalifiseer," 'n werknemer graad I met minstens ses maande ondervinding;

"werknemer graad I, ongekwalifiseer," 'n werknemer graad I met minder as ses maande ondervinding;

"experience" means—

(a) in relation to a clerk, a factory clerk or an invoice clerk, the total period or periods of employment which an employee has had in any trade or in the service of the State as a clerk, a factory clerk or an invoice clerk, respectively;

(b) in relation to any other class of employee, the total period or periods of employment which an employee has had in his class in the Laundry, Cleaning and Dyeing Industry;

"factory clerk" means an employee engaged in one or more of the following duties:

(a) Mass-measuring or counting and recording quantities;

(b) recording performance times and other particulars relating to production;

(c) recording the progress of work in the factory;

(d) recording the particulars in regard to requisitions for and issues of supplies and equipment;

(e) booking out parcels or completing forms for costing or record purposes;

"factory clerk, qualified," means a factory clerk who has had not less than 12 months' experience;

"factory clerk, unqualified," means a factory clerk who has had less than 12 months' experience;

"final examiner" means an employee engaged in examining laundered, cleaned or dyed articles for faults or blemishes after the completion of all the processes involved (Grade I);

"first examiner" means an employee engaged in examining articles for marks or stains either before or after the cleaning process and who may remove marks or stains with a dry brush or with brush and water (Grade III);

"foreman" means an employee who supervises and is in charge of the employees (other than clerks and receiving depot attendants) in an establishment and who ensures that the work is properly and efficiently performed;

"general worker" means an employee who is engaged in any one or more of the following operations:

(a) Assisting on delivery vehicles;

(b) assisting a machine operator by feeding articles into or taking them from a machine;

(c) attaching labels by hand;

(d) brushing articles with a dry brush prior and subsequent to the cleaning process;

(e) carrying, lifting, stacking, loading or unloading, other than by power-driven device;

(f) cleaning or polishing premises or vehicles, furniture, utensils, machinery or implements;

(g) gardening work;

(h) making tea or similar beverages or serving tea or similar beverages to employees or his employer;

(i) opening or closing bags, bales, boxes or other containers;

(j) operating a non-power-driven hoist;

(k) operating a vacuum cleaner or a carpet beater;

(l) pushing or pulling a vehicle, other than by power-driven device;

(m) removing refuse or ashes;

(n) shaking out articles;

(o) shovelling or carting coal;

(p) sorting articles into categories but not according to code marks, invoices or identification marks;

(q) stirring a dye solution during the process of dyeing;

(r) tending, harnessing or unharnessing animals;

(s) turning pockets out;

(t) wrapping articles;

(u) mass-measuring to set scale or counting consumable supplies or spares;

"Grade I employee" means an employee engaged in one or more of the following capacities:

(a) Presser (ironer) in the dry cleaning section other than the operation of a Hoffman type press;

(b) final examiner;

(c) mender;

(d) spotter;

"Grade I employee, qualified," means a Grade I employee who has had not less than six months' experience;

"Grade I employee, unqualified," means a Grade I employee who has had less than six months' experience;

"werknemer graad II" 'n werknemer in diens in een of meer van die volgende hoedanighede:

- (a) Merker;
- (b) sorteerder;
- (c) verpakker;
- (d) waterborselaar;

"werknemer graad II, gekwalifiseer," 'n werknemer graad II met minstens ses maande ondervinding;

"werknemer graad II, ongekwalifiseer," 'n werknemer graad II met minder as ses maande ondervinding;

"werknemer graad III" 'n werknemer in diens in een of meer van die volgende hoedanighede:

- (a) Parser in die was- of kleurafdeling;
- (b) bode;
- (c) gewone naaldwerker;
- (d) insamelaar;
- (e) eerste ondersoeker;

"werknemer graad III, gekwalifiseer," 'n werknemer graad III met minstens drie maande ondervinding;

"werknemer graad III, ongekwalifiseer," 'n werknemer graad III met minder as drie maande ondervinding;

"werknemer graad IV" 'n werknemer in diens in een of meer van die volgende hoedanighede:

- (a) Kalandermasjiën- of mangelbediener;
- (b) massasorteerder;
- (c) natskoonmaker;

"faktotum" 'n werknemer wat geringe herstel- of verstelwerk aan masjinerie of uitrusting verrig en geringe herstel- of opknappingswerk aan geboue kan verrig, maar nie werk doen wat gewoonlik deur 'n ambagsman verrig word nie;

"aansporingsloonstelsel" 'n stelsel waarvolgens die besoldiging van 'n werknemer bereken word of die grondslag van die hoeveelheid of volume werk deur hom gedoen;

"fynstopper" 'n werknemer wat goedere stop of heelmaak deur middel van metodes wat daarop bereken is om die oorspronklike stof- en kleurpatroon te herstel of te behou;

"fynstopper, gekwalifiseer," 'n fynstopper met minstens een jaar ondervinding;

"fynstopper, ongekwalifiseer," 'n fynstopper met minder as een jaar ondervinding;

"faktuurklerk" 'n werknemer, uitgesonderd 'n werwer of depotassistent, wat goedere op faktuurvorms inskryf en pryse aanteken;

"faktuurklerk, gekwalifiseer," 'n faktuurklerk met minstens ses maande ondervinding;

"faktuurklerk, ongekwalifiseer," 'n faktuurklerk met minder as ses maande ondervinding;

"Was-, Skoonmaak- en Kleurbedryf" of "Bedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om alle soorte geweeftde, gespinde, gebreide of gehekelde stowwe of goedere van sodanige stowwe gemaak, met inbegrip van stoffeerwerk of gestoffeerde goedere, te was, skoon te maak of te kleur, en omvat dit al die werksaamhede wat daaruit voortvloei of daarmee gepaard gaan, as dit uitgevoer word deur sodanige werkgewers en hul werknemers;

"masjiënbediener" 'n werknemer wat een of meer van die volgende masjiëne, met inbegrip van 'n masjiën wat die funksies van twee of meer sulke masjiëne kombineer, bedien versorg en aan- of afskakel—

- in die was- en droogskoonmaakseksies—
- wasmasjiëne;
- droogmasjiëne;
- tuimelaars;
- tapytsjampoemasjiëne;
- bensien- of ander droogskoonmaakmasjiëne;
- in die kleurseksie—
- alle masjiëne, uitgesonderd parsmasjiëne;

maar dit sluit nie in die werk van 'n perchlormasjiënbediener nie: Met dien verstande dat van 'n masjiënbediener vereis kan word om—

- (a) sy masjiën of masjiëne te olie en te smeer, dryfbande heel te maak en geringe verstellings te doen;
- (b) die lengte en massa van behandelde goedere vas te stel en aan te teken;
- (c) kleurstowwe of ander chemikalieë of bestanddele te massameet of uit te meet;
- (d) goedere vir behandeling te klassifiseer;

"masjiënbediener, gekwalifiseer," 'n masjiënbediener met minstens ses maande ondervinding;

"Grade II employee" means an employee engaged in one or more of the following capacities:

- (a) Marker;
- (b) sorter;
- (c) packer;
- (d) water brusher;

"Grade II employee, qualified," means a Grade II employee who has had not less than six months' experience;

"Grade II employee, unqualified," means a Grade II employee who has had less than six months' experience;

"Grade III employee" means an employee engaged in one or more of the following capacities:

- (a) Presser in the laundry or dyeing sections;
- (b) messenger;
- (c) plain sewer;
- (d) collector;
- (e) first examiner;

"Grade III employee, qualified," means a Grade III employee who has had not less than three months' experience;

"Grade III employee, unqualified," means a Grade III employee who has had less than three months' experience;

"Grade IV employee" means an employee engaged in one or more of the following capacities:

- (a) Calender machine or mangle operator;
- (b) bulk sorter;
- (c) wet cleaner;

"handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan;

"incentive wage system" means a system whereby the remuneration of an employee is calculated on the basis of the amount or volume of work performed by him;

"invisible mender" means an employee engaged in darning or mending articles by applying methods designed to restore or retain the original fabric and colour pattern;

"invisible mender, qualified," means an invisible mender who has had not less than one year's experience;

"invisible mender, unqualified," means an invisible mender who has had less than one year's experience;

"invoice clerk" means an employee, other than a canvasser or depot assistant, engaged in entering and pricing articles on invoices;

"invoice clerk, qualified," means an invoice clerk who has had not less than six months' experience;

"invoice clerk, unqualified," means an invoice clerk who has had less than six months' experience;

"Laundry, Cleaning and Dyeing Industry" or "Industry" means the Industry in which employers and employees are associated for the purpose of laundering, cleaning or dyeing all types of woven, spun, knitted or crocheted fabrics or articles made from such fabrics, including upholstery or upholstered articles, and includes all operations incidental thereto or consequent thereon, if carried out by such employers and their employees;

"machine operator" means an employee who operates, attends, starts or stops, or feeds or takes off from one or more of the following machines— including any machine which combines the functions of two or more of such machines—

- in the laundry and dry cleaning sections—
- washers;
- extractors;
- tumblers;
- carpet shampooing machines;
- benzine or other dry cleaning machines;
- in the dyeing section—
- all machines other than pressing machines;

but does not include the work of a perchlormachine operator: 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 processed articles;
- (c) to mass-measure or measure out dyestuffs or other chemicals or ingredients;
- (d) to classify articles for processing;

"machine operator, qualified," means a machine operator who has had not less than six months' experience;

"masjienbediener, ongekwalifiseer," 'n masjienbediener met minder as ses maande ondervinding;

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

(a) Goedere met die hand of 'n masjien merk met die klante se uitkenningmerke, of op die materiaal self of op bandjies of lussies vir vashegting aan die goedere;

(b) sodanige merke op die bedrysinrigting se faktuur aanteken of dit met die klant se lys vergelyk;

(c) die goedere ondersoek en die toestand daarvan op die bedrysinrigting se faktuur of die klant se lys aanteken en wat goedere vir behandeling kan klassifiseer, goedere in massa tel en die totaal daarvan aanteken (graad II);

"heelmaker" 'n werknemer, uitgesonderd 'n fynstopper, wat geweeftde of gebreide goedere verstel of heelmaak en sluit 'n naaimasjienoperateur in (graad I);

"bode" 'n werknemer wat briewe of boodskappe aflewer, state vou of in koeverte sit, koeverte verseël, 'n rubberstempel gebruik, briewe of pakkette pos of poststukke afhaal (graad III);

"motorvoertuig" 'n meganiese aangedrewe voertuig uitgerus of bedoel vir die vervoer van vrage of passasiers en dit sluit 'n voorhaker en 'n trekker in;

"verpakker" 'n werknemer wat goedere bymeekaarmaak, toedraai en pakkette daarvan maak vir versending (graad II);

"perchlormasjienbediener" 'n werknemer wat 'n kragaangedrewe perchlomplossermasjien bedien, versorg, aan- of afskakel en wat so 'n masjien kan voer of daarvan kan afneem: Met dien verstande dat daar van so 'n werknemer vereis kan word om geringe verstellings aan so 'n masjien aan te bring;

"perchlormasjienbediener, gekwalifiseer," 'n perchlormasjienbediener met minstens 12 maande ondervinding;

"perchlormasjienbediener, ongekwalifiseer," 'n perchlormasjienbediener met minder as 12 maande ondervinding;

"gewone naaldwerker" 'n werknemer, uitgesonderd 'n heelmaker, wat een of meer van die volgende werksaamhede verrig:

(a) Broekomslae vasstik;

(b) hoedbande en voerings, gordels, gespes, knope of ander vasmaakmiddels aanwerk (graad III);

"parser, droogskoonmaak," 'n werknemer wat goedere ná behandeling na fatsoen pars of stoom en geringe verstellings kan aanbring aan die masjien wat hy bedien;

"parser, gekwalifiseer," 'n parser met minstens 12 maande ondervinding;

"parser, ongekwalifiseer," 'n parser met minder as 12 maande ondervinding;

"korttyd" 'n tydelike vermindering van die getal gewone werkure weens slappe in die bedryf, tekort aan grondstowwe, algemene onklaaraking van installasie of masjinerie of 'n werklike of dreigende instorting van geboue;

"sorteerder" 'n werknemer wat artikels volgens uitkenningmerke, klante se lys of die bedryfsinrigting se fakture sorteer of bymeekaarmaak en wat sodanige merke, lys of fakture kan nagaan en fakture sorteer (graad II);

"vlekuithaler" 'n werknemer wat kolle of vlekke van artikels verwyder deur middel van standaardoplossings, behalwe seep, seepoplossings of seepoeier, maar wat ook die werk van 'n waterborselaar kan verrig en sy uitrusting gebruik (graad I);

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangeteken op 'n lisensie of sertifikaat uitgereik ten opsigte van sodanige motorvoertuig of sleepwa deur 'n owerheid wat by wet gemagtig is om lisensies vir motorvoertuie uit te reik: Met dien verstande dat in die geval van 'n twee- of driewiel-motofiets, bromponie of bromfiets of trapfiets met 'n hulpejin die onbelaste massa geag word hoogstens 454 kg te wees;

"loon" die bedrag aan 'n werknemer betaalbaar ingevolge klousule 4 (1) vir sy gewone werkure soos voorgeskryf in klousule 6: Met dien verstande dat—

(i) as 'n werkgewer 'n werknemer gereeld 'n groter bedrag as dié in klousule 4 (1) voorgeskryf, vir sodanige gewone werkure betaal, dit dié groter bedrag beteken;

(ii) die eerste voorbehoudsbepaling nie opgevat moet word as verwysende na of insluitende 'n besoldiging wat 'n werknemer, wat in diens is op 'n grondslag in klousule 10 bepaal, benewens die bedrag ontvang het wat hy sou ontvang het as hy nie op so 'n grondslag in diens was nie;

"wag" 'n werknemer wat persele of ander eiendom bedags of snags bewaak;

"waterborselaar" 'n werknemer wat kolle of vlekke van goedere deur middel van seep, 'n seepoplossing of seepoeier verwyder deur middel van 'n borsel, spuit, lap, spons of stoomspuit (graad II);

"machine operator, unqualified," means a machine operator who has had less than six months' experience;

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

(a) Marking articles by hand or machine with customers' identification marks either on the material itself or on tapes or tabs for attachment to the articles;

(b) entering such markings on or verifying them with the establishment's invoice or the customer's list;

(c) examining the articles and recording the condition thereof on the establishment's invoice or the customer's list and who may classify articles for processing and count articles in bulk and record the total thereof (Grade II);

"mender" means an employee, other than an invisible mender, engaged in altering or mending woven or knitted articles and includes a sewing machine operator (Grade I);

"messenger" means an employee who is engaged in delivering letters or messages, folding statements or inserting them in envelopes, sealing envelopes, rubber stamping, mailing correspondence or parcels, or collecting mail (Grade III);

"motor vehicle" means a mechanically propelled vehicle equipped or intended for the transport of loads or passengers and includes a mechanical horse and a tractor;

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

"perchlor machine operator" means an employee who operates, attends, starts or stops a power driven perchlor solvent machine and who may feed or take off from such machine: Provided that such an employee may be required to carry out minor adjustments to such a machine;

"perchlor machine operator, qualified," means a perchlor machine operator who has had not less than 12 months' experience;

"perchlor machine operator, unqualified," means a perchlor machine operator who has had less than 12 months' experience;

"plain sewer" means an employee, other than a mender, engaged in one or more of the following:

(a) Tacking trouser turn-ups;

(b) attaching hat bands and linings, belts, buckles, buttons or other fasteners (Grade III);

"presser, dry cleaning," means an employee, engaged in Hoffman pressing or steaming articles to shape after processing, and who may carry out minor adjustments to the machine which he operates;

"presser, qualified," means a presser who has had not less than 12 months' experience;

"presser, unqualified," means a presser who has had less than 12 months' experience;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings;

"sorter" means an employee engaged in sorting or assembling articles according to identification marks, customers' lists or the establishment's invoices and who may check such marks, lists or invoices and sort invoices (Grade II);

"spotter" means an employee engaged in removing spots or stains from articles by means of stock solutions other than soap, soap solution or soap powder but who may also perform the duties and use the equipment of a water brusher (Grade I);

"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 454 kg;

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 6: Provided that—

(i) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount;

(ii) the first proviso shall not be construed so as to refer to or include any remuneration which an employee, who is employed on any basis provided for in clause 10 received over and above the amount which he would have received if he had not been employed on such a basis;

"watchman" means an employee engaged in guarding premises or other property by day or by night;

"water brusher" means an employee engaged in removing spots or stains from articles by means of soap, soap solution or soap powder by the use of a brush, spray, cloth, sponge or steam gun (Grade II);

"natskoonmaker" 'n werknemer wat goedere was deur middel van water en seep of 'n seepoplossing of seepoecier deur 'n borsel, lap of spons te gebruik (graad IV).

(2) Vir die toepassing van hierdie Ooreenkoms word 'n werknemer geag in daardie klas werk en seksie van die Was-, Skoonmaak- en Kleurbedryf te wees waarin hy hoofsaaklik of uitsluitlik in diens is.

4. BESOLDIGING

(1) Die minimum weekloon wat 'n werkgever aan elke lid van ondergenoemde klasse van sy werknemers moet betaal en wat sodanige lid moet aanneem, is soos hieronder uiteengesit:

(a) Werknemers, uitgesonderd los werknemers:

	Vir die tydperk wat op 6 Oktober 1982 eindig	Vanaf 7 Oktober 1982 tot 6 Oktober 1983	Daarna
	R	R	R
Werknemer graad I:			
Gekwalifiseer.....	29,46	32,41	36,46
Ongekwalifiseer.....	28,41	31,25	35,16
Werknemer graad II:			
Gekwalifiseer.....	29,30	32,23	36,26
Ongekwalifiseer.....	26,96	29,66	33,37
Werknemer graad III:			
Gekwalifiseer.....	29,24	32,16	36,18
Ongekwalifiseer.....	23,94	26,33	29,62
Werknemer graad IV:	28,03	30,83	34,68
Algemene werker:			
Gedurende eerste ses maande ondervinding.....	27,35	30,09	33,85
Gedurende tweede ses maande ondervinding.....	34,53	37,98	42,73
Masjienbediener:			
Gekwalifiseer.....	37,18	40,90	46,01
Ongekwalifiseer.....	34,30	37,73	42,45
Drywer van 'n motorvoertuig waarvan die onbelaste massa—			
(i) hoogstens 454 kg is.....	42,09	46,30	52,09
(ii) meer as 454 kg maar hoogstens 2 724 kg is.....	48,44	53,28	59,94
(iii) meer as 2 724 kg is.....	52,38	57,62	64,82
Werwer.....	48,44	53,28	59,94
Onderbaas: R2 per week meer as die hoogste loon in hierdie Ooreenkoms vir 'n werknemer onder sy toesig voorgeskryf.	107,13	117,84	132,57
Ambagsman.....	107,13	117,84	132,57
Ambagsman se assistent:			
Gekwalifiseer.....	37,18	40,90	46,01
Ongekwalifiseer.....	27,69	30,46	34,27
Depotassistent:			
Gekwalifiseer.....	37,33	41,06	46,19
Ongekwalifiseer:			
Gedurende eerste ses maande ondervinding.....	30,38	33,42	37,60
Gedurende tweede ses maande ondervinding.....	33,93	37,32	41,99
Depotassistent, deeltids.....	28,10	30,91	34,77
Parser: Droogskoonmaak:			
Gekwalifiseer.....	39,06	42,97	48,34
Ongekwalifiseer:			
Gedurende eerste ses maande ondervinding.....	32,71	35,98	40,48
Gedurende tweede ses maande ondervinding.....	35,89	39,48	44,42
Perchlormasjienbediener:			
Gekwalifiseer.....	39,51	43,46	48,89
Ongekwalifiseer:			
Gedurende eerste ses maande ondervinding.....	33,46	36,81	40,48
Gedurende tweede ses maande ondervinding.....	36,49	40,14	44,42

"wet cleaner" means an employee engaged in washing articles by means of water and soap or a soap solution or soap powder, using a brush, cloth or sponge (Grade IV);

(2) For the purposes of this Agreement an employee shall be deemed to be in that class of work and section of the Laundry, Cleaning and Dyeing Industry in which he is wholly or mainly engaged.

4. REMUNERATION

(1) The minimum wage per week which an employer shall pay to and which shall be accepted by each member of the undermentioned classes of his employees shall be as set out hereunder:

(a) Employees other than casual employees:

	For the period ending 6 October 1982	From 7 October 1982 to 6 October 1983	From 7 October 1983 Thereafter
	R	R	R
Grade I employee:			
Qualified.....	29,46	32,41	36,46
Unqualified.....	28,41	31,25	35,16
Grade II employee:			
Qualified.....	29,30	32,23	36,26
Unqualified.....	26,96	29,66	33,37
Grade III employee:			
Qualified.....	29,24	32,16	36,18
Unqualified.....	23,94	26,33	29,62
Grade IV employee.....	28,03	30,83	34,68
General worker:			
During first six months of experience.....	27,35	30,09	33,85
During second six months of experience.....	34,53	37,98	42,73
Machine operator:			
Qualified.....	37,18	40,90	46,01
Unqualified.....	34,30	37,73	42,45
Driver of a motor vehicle, the unladen mass of which—			
(i) does not exceed 454 kg.....	42,09	46,30	52,09
(ii) exceeds 454 kg but not 2 724 kg.....	48,44	53,28	59,94
(iii) exceeds 2 724 kg.....	52,38	57,62	64,82
Canvasser.....	48,44	53,28	59,94
Chargehand: R2 per week more than the highest wage prescribed in this Agreement for an employee under his supervision.	107,13	117,84	132,57
Artisan.....	107,13	117,84	132,57
Artisan's assistant:			
Qualified.....	37,18	40,90	46,01
Unqualified.....	27,69	30,46	34,27
Depot assistant:			
Qualified.....	37,33	41,06	46,19
Unqualified:			
During first six months of experience.....	30,38	33,42	37,60
During second six months of experience.....	33,93	37,32	41,99
Depot assistant, part-time.....	28,10	30,91	34,77
Presser: Dry cleaning			
Qualified.....	39,06	42,97	48,34
Unqualified:			
During first six months of experience.....	32,71	35,98	40,48
During second six months of experience.....	35,89	39,48	44,42
Perchlor machine operator:			
Qualified.....	39,51	43,46	48,89
Unqualified:			
During first six months of experience.....	33,46	36,81	40,48
During second six months of experience.....	36,49	40,14	44,42

	Vir die tydperk wat op 6 Oktober 1982 eindig	Vanaf 7 Oktober 1982 tot 6 Oktober 1983	Daarna		For the period ending 6 October 1982	From 7 October 1982 to 6 October 1983	Thereafter
	R	R	R		R	R	R
Schoonmaker:				Cleaner:			
Gekwalifiseer.....	79,90	87,89	98,88	Qualified.....	79,90	87,89	98,88
Ongekwalifiseer:				Unqualified:			
Gedurende eerste ses maande				During first six months of experi-			
ondervinding.....	39,06	42,97	48,34	ence.....	39,06	42,97	48,34
Gedurende tweede ses maande				During second six months of experi-			
ondervinding.....	51,16	56,28	63,32	ence.....	51,16	56,28	63,32
Klerk:				Clerk:			
Gekwalifiseer.....	55,66	61,23	68,88	Qualified.....	55,66	61,23	68,88
Ongekwalifiseer:				Unqualified:			
Gedurende eerste jaar ondervinding	30,59	33,65	37,86	During first year of experience.....	30,59	33,65	37,86
Gedurende tweede jaar ondervinding	42,35	46,59	52,41	During second year of experience ..	42,35	46,59	52,41
Gedurende derde jaar ondervinding	44,77	49,25	55,41	During third year of experience.....	44,77	49,25	55,41
Kleurder.....	107,13	117,84	132,57	Dyer.....	107,13	117,84	132,57
Voorman.....	92,00	101,20	113,85	Foreman.....	92,00	101,20	113,85
Faktotum.....	44,56	61,27	68,93	Handyman.....	44,56	61,27	68,93
Fynstopper:				Invisible mender:			
Gekwalifiseer.....	37,55	41,31	46,47	Qualified.....	37,55	41,31	46,47
Ongekwalifiseer:				Unqualified:			
Gedurende eerste ses maande				During first six months of experi-			
ondervinding.....	25,45	28,00	31,50	ence.....	25,45	28,00	31,50
Gedurende tweede ses maande				During second six months of experi-			
ondervinding.....	31,50	34,65	38,98	ence.....	31,50	34,65	38,98
Ketelbediener.....	36,04	39,64	44,60	Boiler attendant.....	36,04	39,64	44,60
Nasiener in die droogskoonmaakseksie:				Checker in dry cleaning section:			
Gekwalifiseer.....	29,99	32,99	37,11	Qualified.....	29,99	32,99	37,11
Ongekwalifiseer:				Unqualified:			
Gedurende eerste ses maande				During first six months of experi-			
ondervinding.....	26,81	29,49	33,18	ence.....	26,81	29,49	33,18
Gedurende tweede ses maande				During second six months of experi-			
ondervinding.....	28,48	31,33	35,25	ence.....	28,48	31,33	35,25
Nasiener in die wassery- en kleurseksie:				Checker in laundry and dyeing section:			
Gekwalifiseer.....	31,35	34,49	38,80	Qualified.....	31,35	34,49	38,80
Ongekwalifiseer:				Unqualified:			
Gedurende eerste ses maande				During first six months of experi-			
ondervinding.....	26,74	29,41	33,09	ence.....	26,74	29,41	33,09
Gedurende tweede ses maande				During second six months of experi-			
ondervinding.....	29,24	32,16	36,18	ence.....	29,24	32,16	36,18
Opsigter van muntoutomaat:				Coin-operated machine attendant:			
Gekwalifiseer.....	37,33	41,06	46,19	Qualified.....	37,33	41,06	46,19
Ongekwalifiseer:				Unqualified:			
Gedurende eerste ses maande				During first six months of experi-			
ondervinding.....	30,23	33,25	37,41	ence.....	30,23	33,25	37,41
Gedurende tweede ses maande				During second six months of experi-			
ondervinding.....	34,30	37,73	42,45	ence.....	34,30	37,73	42,45
Deeltydse opsigter van muntoutomaat	28,26	31,09	34,98	Coin-operated machine Attendant, part-	28,26	31,09	34,98
Fabrieksklerk:				time			
Gekwalifiseer.....	35,98	39,58	44,53	Factory clerk:			
Ongekwalifiseer:				Qualified.....	35,98	39,58	44,53
Gedurende eerste ses maande				Unqualified:			
ondervinding.....	28,71	31,58	35,53	During first six months of experi-			
Gedurende tweede ses maande				ence.....	28,71	31,58	35,53
ondervinding.....	33,01	36,31	40,85	During second six months of experi-			
Faktuurklerk:				ence.....	33,01	36,31	40,85
Gekwalifiseer.....	37,33	41,06	46,19	Invoice clerk:			
Ongekwalifiseer.....	28,48	31,33	35,25	Qualified.....	37,33	41,06	46,19
Wag	37,55	41,31	46,47	Unqualified.....	28,48	31,33	35,25
Werknemer nie elders in hierdie klousule				Watchman.....	37,55	41,31	46,47
uitdruklik vermeld nie	34,53	37,98	42,73	Employee not specifically mentioned	34,53	37,98	42,73
				elsewhere in this clause			

(b) *Los werknemer*.—'n Los werknemer moet vir elke dag of gedeelte van 'n dag se diens minstens een vyfde van die weekloon betaal word wat voorgeskryf word vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat waar die werkgewer van 'n los werknemer vereis om die werk van 'n klas werknemer te verrig vir wie lone teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word: Voorts met dien verstande dat waar die werkgewer van die los werknemer vereis om vir hoogstens vier agtereenvolgende ure op 'n dag te werk, sy loon met hoogstens 50 persent verminder kan word.

(b) *Casual employee*.—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class: Provided further that, where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

(2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule is die kontrakgrondslag van 'n werknemer, uitgesonderd 'n los werknemer, weekliks, en, behoudens klousule 5 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas voorgeskryf word, hetsy hy in daardie week die maksimum getal gewone ure wat in klousule 6 vir hom voorgeskryf word, of minder gewerk het.

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

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

(b) 'n stygende loonskaal wat eindig op 'n hoër loon as dié vir sy eie klas;

in subklousule (1) voorgeskryf word, moet sodanige werknemer vir daardie dag betaal—

(i) in die geval in paragraaf (a) vermeld, minstens die dagloon bereken volgens die hoër skaal; en

(ii) in die geval in paragraaf (b) vermeld, minstens die dagloon bereken volgens die kerf in die stygende skaal onmiddellik bo die loon wat die werknemer vir sy gewone werk ontvang het.

Met dien verstande—

(i) dat hierdie subklousule nie van toepassing is nie waar die verskil tussen klasse kragtens subklousule (1) op ouderdom of ondervinding gebaseer word;

(ii) dat, tensy anders uitdruklik in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer bepaal, niks in hierdie Ooreenkoms só uitgeleë mag word nie dat dit 'n werkgewer belet om van 'n werknemer te vereis om werk van 'n ander klas te verrig waarvoor dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf word.

(4) *Berekening van lone.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

(i) vyf in die geval van 'n werknemer wat vyf dae per week werk;

(ii) ses in die geval van 'n werknemer wat ses dae per week werk;

(iii) sewe in die geval van 'n werknemer wat sewe dae per week werk.

(b) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon, gedeel deur die getal gewone weeklikse werke wat in klousule 6 vir 'n werknemer van sy klas voorgeskryf word.

(5) *Fietstoelae.*—'n Werkgewer wat van 'n werknemer vereis om sy eie fiets by die uitvoering van sy pligte te gebruik, moet hom, benewens ander besoldiging wat aan hom verskuldig is, 'n toelae van minstens 40c per week betaal of, as hy 'n los werknemer is, minstens 8c per dag.

(6) *Voorbehoudsbepaling.*—Geen bepaling van hierdie Ooreenkoms mag die uitwerking hê dat dit die loon verminder van 'n werknemer wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon ontvang as wat in hierdie klousule vir hom voorgeskryf word nie, en sodanige werknemer is geregtig op sodanige hoër loon, wat steeds aan hom betaal moet word, asof sodanige hoër loon die minimum loon is wat in hierdie klousule vir hom voorgeskryf word: Met dien verstande dat hierdie voorbehoudsbepaling nie van toepassing is nie ingeval die werknemer later werk by 'n ander werkgewer kry.

5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 7 (4), moet enige bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks in kontant, of as die werknemer toestem, maandeliks in kontant of per tjek gedurende die werke van binne 10 minute ná staking van werk, betaal word op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer of by diensbeëindiging as dit vóór die gewone betaaldag plaasvind, en sodanige bedrag moet in 'n koevert of houer wees waarop die volgende aangeteken moet word, of wat vergesel moet gaan van 'n staat wat die volgende aantoon:

(a) Die werkgewer se naam;

(b) die werknemer se naam of betaalstaatsnommer en beroep;

(c) die getal gewone werke deur die werknemer gewerk;

(d) die getal oortydure deur die werknemer gewerk;

(e) die werknemer se loon;

(f) besonderhede van enige ander besoldiging wat uit die werknemer se werk voortspruit;

(g) besonderhede van alle aftrekkings gedoen;

(h) die werklike bedrag aan die werknemer betaal; en

(i) die tydperk waarvoor betaling geskied.

Sodanige koevert of houer waarop hierdie besonderhede aangeteken is, of sodanige staat, word die eiendom van die werknemer.

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

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

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

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

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

is prescribed in subclause (1), shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided that—

(i) the provisions of this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age or experience;

(ii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of wages.*—(a) The daily wage of an employee other than a casual employee, shall be his weekly wage divided by—

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

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

(iii) seven, in the case of an employee who works a seven-day week.

(b) The monthly wage of an employee shall be four and a third times his weekly wage.

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary weekly hours of work prescribed in clause 6 for an employee of his class.

(5) *Bicycle allowance.*—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him, an allowance of not less than 40c per week or, if he is a casual employee, not less than 8c per day.

(6) *Savings.*—Nothing in this Agreement shall operate to reduce the wage paid to an employee who, on the date this Agreement comes into operation, is in receipt of a wage higher than the wage prescribed for him in this clause and such employee shall continue to be paid and be entitled to a wage not lower than such higher wage, as if such higher wage was the minimum wage prescribed for him in this clause: Provided that this proviso shall not apply in the event of the employee subsequently obtaining employment with another employer.

5. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 7 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work or within 10 minutes of cessation of work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container on which shall be recorded, or which shall be accompanied by a statement showing:

(a) The employer's name;

(b) the employee's name or pay-roll number and occupation;

(c) the number of ordinary hours of work worked by the employee;

(d) the number of overtime hours worked by the employee;

(e) the employee's wage;

(f) details of any other remuneration arising out of the employee's employment;

(g) details of any deductions made;

(h) the actual amount paid to the employee; and

(i) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

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

(3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgever betaal of deur hom aangeneem word nie; Met dien verstande dat hierdie subklausule nie van toepassing is nie op 'n opleidingskema waartoe die werkgever regtens verplig is om by te dra.

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

(5) *Kos en inwoning.*—Behoudens die Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om van hom of 'n persoon of plek wat hy aanwys, kos en/of inwoning aan te neem nie.

(6) *Aftrekkings.*—'n Werkgever mag sy werknemer nie boetes oplê of 'n bedrag van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir verlof-, versekerings-, spaar-, voorsorg- of pensioenfondse;

(b) behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op las of op versoek van sy werkgever, 'n bedrag in verhouding tot die tydperk van sy afwesigheid, bereken volgens die loon wat sodanige werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;

(c) enige bedrag wat 'n werkgever kragtens 'n wet of bevel van 'n hof met regsbevoegdheid mag of moet aftrek;

(d) wanneer 'n werknemer instem of daar ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en/of inwoning van sy werkgever aan te neem, 'n bedrag van hoogstens:

	Per week R	Per maand R
(i) Kos.....	0,80	3,47
(ii) Inwoning.....	0,40	1,73
(iii) Kos en inwoning.....	1,20	5,20

(e) wanneer die gewone werkure in klausule 6 voorgeskryf, weens korttyd verminder word, die bedrag van die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering: Met dien verstande dat—

(i) sodanige aftrekking hoogstens 'n derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;

(ii) geen bedrag afgetrek mag word in die geval van korttyd wat voortspruit uit 'n slapte in die bedryf of tekort aan grondstowwe nie, tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;

(iii) geen bedrag afgetrek mag word nie in die geval van korttyd weens 'n tekort aan spoorwegtrekke of 'n algemene onklaarraking van installasie of masjinerie of 'n instorting of dreigende instorting van geboue veroorsaak deur ongelukke of ander onvoorsiene omstandighede, vir die eerste uur wat daar nie gewerk word nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat geen werk beskikbaar sal wees nie;

(f) 'n bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike owerheid betaal het vir die huur van 'n huis of huisvesting in 'n koshuis wat deur sodanige werknemer bewoon word in 'n lokasie of dorp onder die beheer van sodanige raad of ander plaaslike owerheid;

(g) waar tee (of ander drank) deur die werkgever minstens twee keer per dag verskaf word, 'n bedrag van hoogstens 5c per week;

(h) waar sop een keer per dag deur die werkgever verskaf word, 'n bedrag van hoogstens 12c per week;

(i) met die skriftelike toestemming van sy werknemer, 'n bedrag vir ledegeld vir 'n geregistreerde vakvereniging.

6. GEWONE WERKURE, OORTYD EN OORTYDBETALING

(1) *Gewone werkure.*—'n Werkgever mag nie van 'n werknemer, uitgesonderd 'n los werknemer, vereis of hom toelaat om meer gewone werkure te werk nie as—

(a) in die geval van 'n werwer, 'n motorvoertuigdrywer of 'n insamelaar—

(i) 48 in 'n week van Maandag tot en met Saterdag;

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

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

(i) wat ses dae per week werk—

(aa) 46 in 'n week van Maandag tot en met Saterdag; en

(ab) behoudens subparagraaf (aa) hiervan, agt op 'n dag, tensy die ure op 'n enkele dag hoogstens vyf is, en in dié geval mag die ure op enigeen van die ander dae tot agt en 'n half verleng word;

(ii) wat vyf dae per week werk—

(aa) 46 in 'n week van Maandag tot en met Vrydag; en

(ab) behoudens subparagraaf (aa) hiervan, nege en 'n kwart op 'n dag;

(3) *Premiums.*—No payment shall be made to or accept by an employer, either directly or indirectly, in respect of the employment or training of an employee: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

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

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

(6) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:

(a) With the written consent of his employee, a deduction for holiday, insurance, savings, provident or pension funds;

(b) 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 and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(c) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;

(d) whenever an employee agrees or is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, to accept board and/or lodging with his employer, a deduction not exceeding the amounts specified hereunder:

	Per week R	Per month R
(i) Board.....	0,80	3,47
(ii) Lodging.....	0,40	1,73
(iii) Board and lodging.....	1,20	5,20

(e) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction of the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided that—

(i) such deduction shall not exceed a third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;

(ii) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;

(iii) no deduction shall be made in the case of short-time owing to a shortage of railway trucks or a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen circumstances, 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;

(f) a deduction of any amount which an employer has paid 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 village under the control of such council or other local authority;

(g) where tea (or other beverage) is provided by the employer on not less than two occasions per day, a deduction not exceeding 5c per week;

(h) where soup is provided by the employer once per day, a deduction not exceeding 12c per week;

(i) with the written consent of his employee, a deduction for subscriptions to a registered trade union.

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

(1) *Ordinary hours of work.*—An employer shall not require or permit an employee, other than a casual employee, to work more ordinary hours of work than—

(a) in the case of a canvasser, a driver of a motor vehicle or a collector—

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

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

(b) in the case of any other employee, other than a casual employee—

(i) who works a six-day week—

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

(ab) subject to subparagraph (aa) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and a half;

(ii) who works a five-day week—

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

(ab) subject to subparagraph (aa) hereof, nine and a quarter on any day;

(c) in die geval van 'n los werknemer—

(i) in 'n bedryfsinrigting waarin vyf dae per week gewerk word, nege en 'n kwart uur op 'n dag; en

(ii) in 'n bedryfsinrigting waarin ses dae per week gewerk word, agt en 'n half uur op 'n dag.

(2) *Etenspouse.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van 'n werknemer vereis of mag hy nie toegelaat word om werk te verrig nie, en sodanige pouse word geag nie deel van die gewone werkure of oortydure te wees nie: Met dien verstande dat—

(i) behalwe waar voorbehoudsbepaling (iv) van toepassing is, werktydperke wat deur pouses van minder as een uur onderbreek word, geag moet word aaneenlopend te wees;

(ii) as sodanige pouse langer as een uur duur, 'n tydperk wat langer as een en 'n kwart uur is, as tyd gewerk geag moet word;

(iii) 'n werwer of 'n motorvoertuigdrywer wat gedurende sodanige pouse geen werk verrig nie, behalwe om vir die voertuig verantwoordelik te wees of te bly, vir die toepassing van hierdie subklousule nie geag moet word gedurende sodanige pouse te gewerk het nie;

(iv) 'n werkgewer met sy werknemer kan ooreenkom om die duur van sodanige etenspouse tot minstens 'n halfuur te verkort, en in daardie geval en nadat die werkgewer 'n staat van sodanige ooreenkoms by die Nywerheidsraad vir die Was-, Skoonmaak- en Kleurbedryf (KaaP) ingedien het, die etenspouse aldus verkort mag word;

(v) hoogstens één sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag geag mag word nie deel van die gewone werkure uit te maak nie;

(vi) wanneer daar van 'n werkgewer op 'n dag omrede oortydwerk vereis word om 'n werknemer 'n tweede etenspouse te gee, sodanige pouse op versoek van die werknemer tot 15 minute verkort mag word, solank die totale tydperk deur die werknemer ná die eerste etenspouse van die dag gewerk, hoogstens sewe uur is, en sodanige tweede etenspouse moet geag word nie deel van die gewone werkure of oortydure uit te maak nie.

(3) *Ruspouses.*—'n Werkgewer moet aan elk van sy werknemers 'n ruspouse van minstens 10 minute so na as moontlik aan die middel van elke oggend- en middagwerktyd toestaan, en gedurende sodanige pouse mag daar nie van 'n werknemer vereis of mag hy nie toegelaat word om werk te verrig nie, en sodanige pouse moet geag word deel van die gewone werkure van sodanige werknemer uit te maak.

(4) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (3), moet alle werkure van 'n werknemer op 'n dag agtereenvolgend wees.

(5) *Oortydwerk.*—Alle tyd deur 'n werknemer gewerk, uitgesonderd op 'n Sondag, wat meer is as die getal gewone werkure in subklousule (1) voorgeskryf, is oortydwerk.

(6) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—

(a) in die geval van 'n los werknemer, twee uur op 'n dag;

(b) in die geval van 'n ander werknemer, 10 uur in 'n week:

Met dien verstande dat 'n werknemer wat vyf dae per week werk, tot vier uur oortyd op 'n Saterdag kan werk, maar op so 'n wyse dat die oortydwerk hoogstens 10 uur in 'n bepaalde week beloop.

(7) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen minstens—

(a) in die geval van 'n los werknemer, een en 'n half maal sy gewone loon vir die totale tydperk aldus deur sodanige werknemer op 'n dag gewerk;

(b) in die geval van alle ander werknemers, een en 'n half maal hul gewone loon vir die totale tydperk aldus deur sodanige werknemers in 'n week gewerk.

(8) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing op 'n voorman of op 'n senior bestuurs-, professionele, of administratiewe werknemer nie indien en solank sodanige werknemer gereeld 'n loon van minstens R850 per maand ontvang nie.

(b) Subklousules (2), (3), (4) en (6) is nie van toepassing op 'n werknemer terwyl hy noodwerk verrig nie.

(c) Hierdie klousule is nie van toepassing op 'n wag wie se werkgewer hom 'n rusdag van 24 agtereenvolgende ure vir elke week diens toestaan nie: Met dien verstande dat—

(i) die werkgewer geen bedrag van sy wag se loon daarvoor aftrek nie;

(ii) die werkgewer, in plaas daarvan om sy wag 'n rusdag toe te staan, die wag die loon kan betaal wat hy sou ontvang het as hy nie op sodanige dag gewerk het nie, plus minstens sy dagloon vir sodanige dag wat nie toegestaan is nie.

7. JAARLIKSE VERLOF

(1) 'n Werkgewer moet behoudens subklousule (2), aan sy werknemer, uitgesonderd 'n los werknemer, vir elke voltooid tydperk van 12 maande diens by dieselfde werkgewer, die volgende toestaan:

(a) In die geval van 'n wag of 'n werknemer wat vyf jaar of langer ononderbroke by hom in diens was, 21 agtereenvolgende kalenderdae verlof;

(c) in the case of a casual employee—

(i) in an establishment in which a five-day week is worked, nine and a quarter hours on any day; and

(ii) in an establishment in which a six-day week is worked, eight and a half hours on any day.

(2) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour, during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided that—

(i) except where proviso (iv) applies, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(ii) if such interval be longer than one hour, any period in excess of one and a quarter hours shall be deemed to be time worked;

(iii) a canvasser or a driver of a motor vehicle who, during such interval does no work other than being or remaining in charge of the vehicle, shall, for the purposes of this subclause, not be deemed to have worked during such interval;

(iv) an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour, and in that event and after the employer has lodged a statement of such agreement with the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Cape), the meal interval may be so reduced;

(v) not more than one such interval during the ordinary hours of work of an employee on any day shall be deemed not to form part of the ordinary hours of work;

(vi) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to 15 minutes so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours, and such second meal interval shall be deemed not to be part of the ordinary hours of work or overtime.

(3) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(4) *Hours of work to be consecutive.*—Save as provided in subclause (3), all hours of work of an employee on any day shall be consecutive.

(5) *Overtime.*—All time worked by an employee, other than on a Sunday, in excess of the number of ordinary hours of work prescribed in subclause (1) shall be overtime.

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

(a) in the case of a casual employee, two hours on any day;

(b) 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 but so that overtime does not exceed 10 hours in any week.

(7) *Payment for overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—

(a) in the case of a casual employee, one and a half times his ordinary wage in respect of the total period so worked by such employee on any day;

(b) in the case of any other employee, one and a half times his ordinary wage in respect of the total period so worked by such employee in any week.

(8) *Savings.*—(a) The provisions of this clause shall not apply to a foreman or to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of a regular wage of not less than R850 per month.

(b) The provisions of subclauses (2), (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work.

(c) The provisions of this clause shall not apply to a watchman whose employer grants him a day of rest of 24 consecutive hours in respect of every week of employment: Provided that—

(i) the employer makes no deduction from his watchman's wage in respect thereof;

(ii) the employer may, in lieu of granting his watchman any such day of rest, pay the watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than his daily wage in respect of such day not granted.

7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with the same employer:

(a) In the case of a watchman or an employee with five or more years' continuous service with him, 21 consecutive calendar days' leave;

(b) in die geval van alle ander werknemers, 14 agtereenvolgende kalenderdae verlof;

en hy moet sodanige werknemer vir sodanige verlof—

(i) in die geval van 'n werknemer in paragraaf (a) vermeld, minstens drie maal die weekloon betaal waarop hy vanaf die eerste dag van die verlof geregtig is;

(ii) in die geval van 'n werknemer in paragraaf (b) vermeld, minstens twee maal die weekloon betaal waarop hy vanaf die eerste dag van die verlof geregtig is;

Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat aanspoeringswerk doen, bereken moet word op die grondslag uiteengesit in artikel 20 (5) (a) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

(2) Die verlof in subklousule (1) voorgeskryf, moet toegestaan word op 'n tyd wat die werkgever vasstel: Met dien verstande dat—

(i) as sodanige verlof nie eerder toegestaan is nie, dit, behoudens subklousule (3), só toegestaan moet word dat dit begin binne vier maande ná voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgever en die werknemer vóór die verstryking van genoemde vier maande daartoe skriftelik ooreengekom het, die werkgever sodanige verlof aan dié werknemer moet toestaan binne twee maande ná die verstryking van genoemde vier maande;

(ii) die verlof nie mag saamval nie met siekteverlof toegestaan kragtens klousule 8 en ook nie, tensy die werknemer aldus versoek en die werkgever daartoe skriftelik instem, met 'n tydperk van militêre diens kragtens die Verdedigingswet, 1957;

(iii) indien—

(aa) in die geval van 'n werknemer in diens in of in verband met 'n depot, 'n openbare vakansiedag; of

(ab) in die geval van alle ander werknemers, Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte, Kersdag, Welwillendheidsdag of Republiekdag binne die tydperk van sodanige verlof val, nóg 'n werkdag vir elke sodanige vakansiedag by gemelde tydperk as 'n verdere tydperk van verlof gevoeg moet word en die werknemer vir elke sodanige dag wat bygevoeg word, minstens sy dagloon betaal moet word;

(iv) 'n werkgever alle dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer gedurende die 12 maande diens waarop die jaarlikse verlof betrekking het, met volle besoldiging aan sy werknemer toegestaan is, van sodanige verloftyd kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens ooploop: Met dien verstande dat—

(i) die versoek deur die werknemer gedoen word binne vier maande ná verstryking van die eerste 12 maande diens waarop die verlof betrekking het; en

(ii) die datum van die ontvangs van die versoek op die versoek geskryf word en die werkgever dit met sy handtekening endosseer, en die werkgever die versoek bewaar vir minstens drie jaar vanaf sodanige datum of die datum van die verstryking van die eerste 12 maande diens waarop die verlof betrekking het, nl. die jongste datum.

(b) Subklousule (2) is *mutatis mutandis* van toepassing op die verlof wat in hierdie subklousule vermeld word.

(4) Die besoldiging vir die verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet voor of op die laaste werkdag voor die aanvang van die verlof betaal word.

(5) As 'n werknemer se dienskontrak gedurende 'n tydperk van 12 maande diens eindig voordat die verlof in subklousule (1) voorgeskryf vir daardie tydperk oopgehoop het, moet hy by sodanige beëindiging en benewens ander besoldiging wat aan hom verskuldig is, vir elke voltooiende maand van sodanige diens tyd minstens die volgende betaal word:

(a) In die geval van 'n wag wat sewe dae per week werk of 'n werknemer wat vyf jaar of langer by dieselfde werkgever in diens is, 'n kwart van die weekloon;

(b) in die geval van alle ander werknemers 'n sesde van die weekloon.

(6) 'n Werknemer wat geregtig geword het op verlof voorgeskryf in subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof toegestaan is, moet hy by sodanige beëindiging die bedrag betaal word wat hy vir die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan was.

(7) (a) By die toepassing van hierdie klousule word die uitdrukking "diens" geag die volgende te omvat:

(i) 'n Tydperk waarvoor 'n werkgever 'n werknemer ingevolge klousule 14 betaal in plaas van kennis te gee;

(ii) 'n tydperk waarin 'n werknemer afwesig is—

(aa) met verlof ingevolge hierdie klousule;

(ab) met siekteverlof ingevolge klousule 8;

(ac) op las of versoek van sy werkgever;

(b) in the case of every other employee, 14 consecutive calendar days' leave;

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage to which he is entitled as from the first day of the leave;

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave;

Provided that, for the purposes of this clause, the weekly wage of an employee who is engaged on incentive work shall be calculated on the basis set out in section 20 (5) (a) of the Factories, Machinery and Building Work Act, 1941.

(2) The leave prescribed in subclause (1) shall be granted at a time to be fixed by the employer: Provided that—

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto, in writing, before the expiration of the said period of four months, the employer shall grant such leave to the employee as from the date not later than two months after the expiration of the said period of four months;

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 8 nor, unless the employee so requests and the employer agrees, in writing, with any period of military service under the Defence Act, 1957;

(iii) if—

(aa) in the case of an employee employed in or in connection with a depot, a public holiday or

(ab) in the case of any other employee New Year's Day, Good Friday, Ascension Day, Day of the Vow, Christmas Day, Day of Goodwill or Republic Day falls within the period of such leave, another work-day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

(iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of 12 months of employment to which the period of leave relates.

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—

(i) the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates;

(ii) the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than three years from such date or the date of the expiration of the first period of 12 months of employment to which the leave relates, whichever is the later.

(b) The provisions of subclause (2) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work-day before the date of commencement of the leave.

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

(a) in the case of a watchman who works a seven-day week, or an employee with five or more years service with the same employer, one-fourth of the weekly wage;

(b) in the case of any other employee one-sixth of the weekly wage.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (3), and whose employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

(7) (a) For the purposes of this clause, the expression "employment" shall be deemed to include—

(i) any period in respect of which an employer in terms of clause 14 pays an employee in lieu of notice;

(ii) any period during which an employee is absent—

(aa) on leave in terms of this clause;

(ab) on sick leave in terms of clause 8;

(ac) on the instructions or at the request of his employer;

en wel tot 'n totaal, in 'n bepaalde jaar, van hoogstens 10 weke; en

(iii) 'n tydperk waarin 'n werknemer afwesig is vir militêre diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van sodanige militêre dienstryd as diens te eis nie;

en diens word geag te begin—

(i) in die geval van 'n werknemer wat vóór die inwerkingtreding van hierdie Ooreenkoms, kragtens enige wet op jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens enige wet op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat vóór die inwerkingtreding van hierdie Ooreenkoms in diens was maar wat nog nie kragtens enige wet op verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(iii) in die geval van alle ander werknemers, vanaf die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum van inwerkingtreding van hierdie Ooreenkoms, naamlik die jongste datum.

(b) By die toepassing van hierdie klousule, omvat die uitdrukking "die-selwe eienaar", ingeval die besigheid verkoop word, die nuwe eienaar van die besigheid solank sodanige nuwe eienaar die besigheid bedryf waarin die betrokke werknemer in diens is.

(8) (a) Ondanks andersluidende bepalinge in hierdie klousule, kan 'n werkgever vir die doel van jaarlikse verlof, te eniger tyd, maar hoogstens één maal in 'n tydperk van 12 maande, sy bedryfsinrigting sluit vir 14 agtereenvolgende kalenderdae plus alle addisionele dae wat moontlik ingevolge die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word.

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting kragtens paragraaf (a) nie op die volle tydperk van jaarlikse verlof in subklousule (1) (a) of (b) voorgeskryf geregtig is nie, moet vir alle verlof wat aan hom verskuldig is, deur sy werkgever betaal word op die grondslag in subklousule (5) voorgeskryf, en vir die doel van jaarlikse verlof daarna moet sy diens geag word te begin op die datum waarop die bedryfsinrigting aldus sluit.

(9) Elke werkgever moet 'n register van jaarlikse verlof aanskaaf en byhou wat die volgende besonderhede van elke persoon in sy diens aantoon:

- (a) Naam van werknemer;
- (b) datum van indiensneming;
- (c) datum van jaarlikse verlof, naamlik van tot
- (d) getal dae addisionele verlof in plaas van openbare vakansiedae wat gedurende jaarlikse verlof val.

(10) By die toepassing van hierdie klousule, word die uitdrukking "ononderbroke diens" geag te omvat alle tydperke van afwesigheid weens siekte en afwesigheid weens swangerskap vir hoogstens ses maande.

8. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgever aan sy werknemers, uitgesonderd los werknemers, wat 'n loon van minstens R3 500 per jaar ontvang en weens ongeskiktheid van die werk afwesig is, siekteverlof toestaan van—

- (a) in die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 20 werkdade; en
- (b) in die geval van alle ander werknemers, altesaam minstens 24 werkdade;

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer vir elke tydperk van afwesigheid ingevolge hierdie subklousule, minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer in die eerste 24 agtereenvolgende maande diens, nie op meer siekteverlof met volle besoldiging geregtig is nie as, in die geval van 'n werknemer wat vyf dae in 'n week werk, een werkdag vir elke voltooide tydperk van vyf weke diens en, in die geval van alle ander werknemers, een werkdag vir elke voltooide maand diens;

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, betaal aan 'n fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens sy loon vir 20 of 24 werkdade, na gelang van die geval, in elke siklus van 24 maande diens aan hom betaal sal word, met dié uitsondering dat, gedurende die eerste 24 maande wat die werknemer bydraes betaal, die gewaarborgde skaal hoogstens gelyk hoef te wees aan die aanwaskoers in die eerste voorbehoudsbepaling van hierdie subklousule uiteengesit;

(iii) waar 'n werkgever ingevolge 'n wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule vir afwesigheid weens ongeskiktheid verskuldig is;

(iv) as daar, ingevolge 'n wet, van 'n werkgever vereis word om 'n werknemer sy volle loon te betaal vir 'n tydperk van ongeskiktheid wat deur hierdie klousule gedek word, hierdie klousule nie van toepassing is nie;

amounting in the aggregate in any year to not more than 10 weeks; and

(iii) any period during which an employee is absent doing military service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any period of such service;

and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into operation of this Agreement become legally entitled to a period of annual leave, on the date on which such employee last became legally entitled to such leave;

(ii) in the case of an employee who was in employment before the coming into operation of this Agreement but who had not become legally entitled to a period of leave, on the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or on the date of the coming into operation of this Agreement, whichever is the later.

(f) For the purposes of this clause, the expression "the same employer" shall include, in the case of the sale of a business, the new owner of the business, for the period during which such new owner continues to carry on the business in which the employee concerned is employed.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of 12 months, close his establishment for 14 consecutive calendar days plus any additional days that may have to be added by virtue of the third proviso to subclause (2).

(b) An employee who at the date of the closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in subclause (1) (a) or (b), shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment.

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

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

(10) For the purposes of this clause, the expression "continuous service" shall be deemed to include all absences due to illness and absence due to pregnancy up to a maximum period of six months.

8. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employees, other than to casual employees, who are in receipt of a wage of not less than R3 500 per annum who are absent from work through incapacity—

- (a) in the case of an employee who works a five-day week, not less than 20 work-days; and
- (b) in the case of every other employee, not less than 24 work-days;

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

(ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund of organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 20 or 24 work-days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this subclause;

(iii) where an employer is legally required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;

(iv) if in respect of any period of incapacity covered by this clause an employer is legally required to pay to an employee his full wages, the provisions of this clause shall not apply;

(v) die loon betaalbaar aan 'n werwer wat kommissiewerk doen of 'n werknemer wat aanspingswerk doen, vir enige tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule bereken moet word op die grondslag van die besoldiging wat aan sodanige werknemer betaal word op sy laaste betaaldag onmiddellik vóór sodanige afwesigheid.

(2) 'n Werkgewer kan as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis vir enige afwesigheid van sy werk—

(a) van langer as drie agtereenvolgende kalenderdae; of

(b) op die werkdag onmiddellik vóór of ná 'n Sondag, of—

(i) in die geval van 'n werknemer in diens in of in verband met 'n depot, op enige openbare vakansiedag;

(ii) in die geval van alle ander werknemers, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag, Welwillendheidsdag of Republiekdag;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregiſtreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt agtereenvolgende weke by twee of meer geleenthede besoldiging ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die agt agtereenvolgende weke onmiddellik ná die laaste sodanige geleentheid, van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) Wanneer 'n werknemer gedurende die eerste siklus van 24 maande diens by dieselfde werkgewer weens ongeskiktheid langer afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op besoldiging vir slegs die verlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde siklus of by diensbeëindiging vóór sodanige verstryking, hom vir sodanige langer afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of diensbeëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag te omvat—

(i) enige tydperk waartydens 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 7;

(ab) op las of op versoek van sy werkgewer;

(ac) met siekteverlof ingevolge subklousule (1);

wat in enige jaar altesaam hoogstens 10 weke beloop; en

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van één sodanige militêredienstydperk as diens te eis nie;

en word enige diens by dieselfde werkgewer onmiddellik voor die datum van inwerktrading van hierdie Ooreenkoms vir die toepassing van hierdie klousule geag diens ingevolge hierdie Ooreenkoms te wees, en word alle siekteverlof met volle besoldiging wat aan so 'n werknemer gedurende sodanige tydperk verleë is, geag ingevolge hierdie Ooreenkoms verleë te gewees het;

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd dié veroorsaak deur die werknemer se eie wangedrag: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van werkonvermoë waarvoor geen skadeloosstelling kragtens daardie Wet betaalbaar is nie.

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) Openbare vakansiedae.

(a) *Ontvangsdepotwerknemers.*—'n Werknemer in diens in of in verband met 'n ontvangsdepot is geregtig op verlof op alle openbare vakansiedae en moet minstens sy dagloon vir elke sodanige vakansiedag betaal word.

(b) *Ander werknemers.*—'n Werknemer, uitgesonderd 'n werknemer op wie paragraaf (a) van toepassing is, is geregtig op verlof op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag, Welwillendheidsdag en Republiekdag en moet minstens sy dagloon vir elke sodanige dag betaal word: Met dien verstande dat van 'n werknemer vereis of hy toegelaat kan word om op so 'n vakansiedag te werk.

(c) *Alle werknemers.*—Ingeval 'n openbare vakansiedag in paragrafe (a) en (b) vermeld, op 'n Saterdag val, is 'n werknemer wat ooreenkomstig klousule 6 (1) (b) (ii) vyf dae in 'n week werk, nie ten opsigte van so 'n Saterdag geregtig op besoldiging op grond van hierdie subklousule nie.

(2) Wanneer 'n werknemer in diens in of in verband met 'n depot op 'n openbare vakansiedag werk of wanneer 'n ander werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag, Welwillendheidsdag en Republiekdag werk, moet sy werkgewer hom

(v) the wage payable to a canvasser who is engaged on commission work or an employee who is employed on incentive work for any period of absence on sick leave in terms of this clause shall be calculated on the basis of the remuneration paid to such employee on his late pay-day immediately preceding such absence.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—

(a) for a period covering more than three consecutive calendar days; or

(b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday, or—

(i) in the case of an employee employed in or in connection with a depot, any public holiday;

(ii) in the case of any other employee, New Year's Day, Good Friday, Ascension Day, Day of the Vow, Christmas Day, Day of Goodwill or Republic Day;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight consecutive weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight consecutive weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(3) Where, during the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, has not been taken.

(4) For the purposes of this clause the expression—

(a) "employment" shall be deemed to include—

(i) any period during which an employee is absent—

(aa) on leave in terms of clause 7;

(ab) on the instructions or at the request of his employer;

(ac) on sick leave in terms of subclause (1);

amounting in the aggregate, in any year, to not more than 10 weeks; and

(ii) any period during which an employee is absent doing military service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such service;

and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Agreement shall, for the purposes of this clause, be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;

(b) "incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any such inability to work caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

9. PUBLIC HOLIDAYS AND SUNDAYS

(1) Public holidays.

(a) *Receiving depot employees.*—An employee employed in or in connection with a receiving depot shall be entitled to leave on all public holidays and shall be paid not less than his daily wage in respect of each such holiday.

(b) *Other employees.*—An employee, other than an employee to whom paragraph (a) applies, shall be entitled to leave on New Year's Day, Good Friday, Ascension Day, Day of the Vow, Christmas Day, Day of Goodwill and Republic Day, and shall be paid not less than his daily wage in respect of each such holiday: Provided that an employee may be required or permitted to work on such holiday.

(c) *All employees.*—In the event of any public holiday referred to in paragraphs (a) and (b) falling on a Saturday, an employee who in accordance with clause 6 (1) (b) (ii) works a five-day week, shall not in respect of such Saturday be entitled to any payment by virtue of this subclause.

(2) Whenever an employee employed in or in connection with a depot works on a public holiday or whenever any other employee works on New Year's Day, Good Friday, Ascension Day, Day of the Vow, Christmas Day, Day of Goodwill and Republic Day, his employer shall, save as

behoudens klousule 5 (6), vir die week waarin sodanige dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of gedeelte van 'n uur wat hy altesaam op sodanige dag werk: Met dien verstande dat wanneer van so 'n werknemer vereis of hy toegelaat word om minder as vier uur op sodanige dag te werk, hy geag moet word vier uur te gewerk het.

(3) *Vergoeding vir werk op 'n Sondag.*—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever of—

(a) die werknemer—

(i) as hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;

(ii) as hy aldus vir 'n tydperk van meer as vier uur werk, minstens twee maal sy gewone loon betaal vir die totale tydperk wat hy op sodanige Sondag werk, of minstens twee maal sy dagloon naamlik die grootste bedrag; of

(b) hom minstens een en 'n half maal sy gewone loon betaal vir die totale tydperk wat hy op sodanige Sondag werk, en hom binne sewe dae vanaf sodanige Sondag een dag verlof toestaan en hom daarvoor minstens sy dagloon betaal: Met dien verstande dat wanneer daar van so 'n werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, hy geag moet word vier uur te gewerk het.

(4) Hierdie klousule is nie van toepassing op 'n los werknemer of 'n wag of enige werknemer nie indien en solank hy gereeld 'n loon van minstens R850 per maand ontvang.

10. AANSPOINGSWERK

(1) 'n Werkgever kan, ná minstens een week kennisgewing aan sy werknemer, uitgesonderd 'n werwer, 'n aansporingswerkstelsel invoer en, behoudens klousule 5 (6), moet die werkgever sodanige werknemer, wat volgens sodanige aansporingsstelsel werk, besoldiging betaal teen die skale van toepassing kragtens sodanige stelsel: Met dien verstande dat, ongeag die hoeveelheid werk gedoen, die werkgever sodanige werknemer minstens die volgende moet betaal:

(a) In die geval van 'n ander werknemer as 'n los werknemer, vir elke week waarin aansporingswerk verrig word, die bedrag wat hy aan sodanige werknemer vir daardie week sou moes betaal het as hy op grondslag van tyd gewerk besoldig was;

(b) in die geval van 'n los werknemer, vir elke dag waarop aansporingswerk verrig word, die bedrag wat hy aan sodanige werknemer vir daardie dag sou moes betaal het as besoldig was hy op grondslag van tyd gewerk.

(2) 'n Werkgever moet 'n lys van die skale in subklousule (1) vermeld, op 'n opvallende plek in sy inrigting opgeplak hou.

(3) 'n Werkgever wat voornemens is om 'n aansporingswerkstelsel wat in swang is of die skakel wat daarkragtens van toepassing is, in te trek of te wysig, moet sy werknemer wat volgens sodanige stelsel werk, minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer tydperk van kennisgewing kan ooreenkom, en in daardie geval moet die werkgever minstens die kennis gee waaroor ooreengekom is.

(4) Ondanks andersluidende bepalings in hierdie klousule, hoef 'n werkgever nie 'n los werknemer kennis te gee van sy voorneme om 'n aansporingswerkstelsel in te voer of in te trek of te wysig nie.

(5) 'n Werwer wat by ooreenkoms met sy werkgever kommissiewerk onderneem, moet deur sy werkgever, voordat sodanige werk begin, voorsien word van 'n ware afskrif van die ooreenkoms of 'n staat wat die voorwaardes van die ooreenkoms uiteensit, en dié moet die volgende insluit:

(a) Die week- of maandloon wat aan die werwer betaalbaar is, waar sodanige loon hoër is as dié in klousule 4 (1) vir sodanige werwe voorgeskryf, en die kommissieskaal of -skale en die betalingsvoorwaardes daarvan;

(b) die gebied waarin die werwer verplig of toegelaat word om te werk; en

(c) die dag waarop kommissie betaal word vir bestellings wat deur die werkgever aangeneem word vóór die beëindiging van die dienskontrak: Met dien verstande dat sodanige betaaldag moet val voor of op die laaste werkdag van die kalendermaand wat volg op die maand waarin diens beëindig was.

(6) Die voorwaardes van die ooreenkoms in subklousule (5) vermeld, moet vir die werwer geldelik nie minder gunstig as hierdie Ooreenkoms wees nie: Met dien verstande dat die datum waarop besoldiging betaal moet word aan 'n werwer wat kommissiewerk doen, ooreenkomstig die ooreenkoms moet wees, en in hierdie opsig is klousule 5 (1) nie op sodanige betaling van toepassing nie.

(7) Behoudens klousule 5 (6), moet 'n werkgever aan sy werwer wat kommissiewerk doen, minstens die besoldiging betaal waarvoor hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van bestellings deur die werkgever aangeneem, die besoldiging van sodanige werwer vir enige tydperk minstens dié moet wees wat kragtens klousule 4 (1) vir daardie tydperk aan hom verskuldig sou wees.

(8) 'n Werkgever of 'n werwer wat voornemens is om 'n ooreenkoms in te trek of te onderhandel vir 'n wysiging van 'n ooreenkoms ten opsigte van kommissiewerk moet skriftelik kennis van sodanige voorneme gee, en die tydperk van sodanige kennisgewing moet minstens dié wees wat nodig is om die dienskontrak van sodanige werwer kragtens klousule 14 te beëindig.

provided in clause 5 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage, for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.

(3) *Compensation for work on a Sunday.*—Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding four hours, not less than his daily wage;

(ii) if he so works for a period exceeding four hours, at a rate of not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or

(b) pay him at a rate of not less than one and a half times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.

(4) This clause shall not apply to a casual employee or a watchman or any employee if and for so long as he is in receipt of a regular wage at a rate of not less than R850 per month.

10. INCENTIVE WORK

(1) An employer may, after at least one week's notice to his employee, other than a canvasser, introduce and incentive work system and, save as provided in clause 5 (6), the employer shall pay such employee, who is employed on such incentive work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than—

(a) in the case of an employee other than a casual employee, in respect of each week in which incentive work is performed, the amount which he would have been required to pay such employee for that week had he been remunerated on the basis of time worked;

(b) in the case of a casual employee, in respect of each day on which incentive work is performed, the amount which he would have been required to pay such employee for that day had he been remunerated on the basis of time worked.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in subclause (1).

(3) An employer who intends to cancel or amend any incentive work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give not less than the period of notice agreed upon.

(4) Notwithstanding anything to the contrary in this clause, an employer need not give a casual employee notice of his intention to introduce any incentive work system or to cancel or amend it.

(5) A canvasser who by agreement with his employer undertakes commission work shall be supplied by his employer, before such work is commenced, with a true copy of the agreement or a statement setting out the terms of the agreement, which shall include—

(a) the weekly or monthly wage payable to the canvasser, where such wage is higher than that prescribed in clause 4 (1) for such canvasser, and the rate or rates of the commission and the conditions of entitlement thereto;

(b) the area in which the canvasser is required or permitted to work; and

(c) the day of payment of commission in respect of orders accepted by the employer before termination of the contract of employment: Provided that such day of payment shall be not later than the last work-day of the calendar month succeeding the month during which employment was terminated.

(6) The terms of the agreement referred to in subclause (5) shall be financially not less favourable to the canvasser than this Agreement: Provided that the due date of payment of remuneration to a canvasser on commission work shall be in accordance with the agreement and in this respect the provisions of clause 5 (1) shall not apply to such payment.

(7) Save as provided in clause 5 (6), an employer shall pay to his canvasser who is employed on commission work remuneration at not less than the rate agreed upon between them: Provided that, irrespective of the number or value of orders accepted by the employer, the remuneration of such canvasser in respect of any period shall be not less than that which would be due to him for that period in terms of clause 4 (1).

(8) An employer or a canvasser who intends to cancel or to negotiate for an alteration of an agreement in regard to commission work shall give written notice of such intention, and the period of such notice shall be not less than that required to terminate the contract of employment of such canvasser in terms of clause 14.

11. GETALSVIRHOUDING

(1) 'n Werkgewer mag nie 'n ongekwalifiseerde nasiener, skoonmaker, klerk, fynstopper, faktuurklerk of depotassistent in diens neem nie, tensy hy onderskeidelik 'n gekwalifiseerde nasiener, skoonmaker, klerk, fynstopper, faktuurklerk of depotassistent in sy diens het, en vir elke sodanige gekwalifiseerde werknemer kan hy hoogstens een ongekwalifiseerde werknemer van dieselfde klas in diens neem.

(2) By die toepassing van hierdie klousule—

(a) kan 'n werkgewer of 'n bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer verrig, as 'n gekwalifiseerde werknemer van daardie klas geag word;

(b) kan 'n werknemer wat die werk van 'n besondere klas werknemer verrig en minstens die loon vir 'n gekwalifiseerde werknemer van daardie klas ontvang, as 'n gekwalifiseerde werknemer van daardie klas geag word.

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

12. VERBOD OP INDIENSNEMING VAN ENIGIEMAND ONDER DIE LEEFTYD VAN 15 JAAR

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

13. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werknemer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy regtens verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n diensbare toestand hou, en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer.

14. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer, of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

(a) gedurende die eerste vier weke diens, minstens een werkdag;

(b) in die geval van 'n werknemer wat weekliks besoldig word, na die eerste vier weke diens minstens een week;

(c) in die geval van 'n werknemer wat maandeliks besoldig word, na die eerste vier weke diens, minstens twee weke;

kennis van beëindiging van 'n kontrak gee, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, minstens die volgende te betaal;

(i) In die geval van een werkdag kennisgewing, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van een week kennisgewing, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(iii) in die geval van twee weke kennisgewing, dubbel die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat—

(i) die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn van gelyke duur aan albei kante en vir langer as dié in hierdie Ooreenkoms voorgeskryf;

(iii) die inwerkingtreëning van verbeurings of boetes wat regtens van toepassing mag wees op 'n werknemer wat dros; nie hierdeur geraak word nie;

Voorts met dien verstande dat waar die loon van 'n werknemer ten tyde van diensbeëindiging verminder is deur aftrekkings vir korttyd, die uitdrukking "ten tyde van sodanige beëindiging ontvang", wanneer 'n werkgewer 'n werknemer in plaas van kennisgewing betaal, geag moet word te beteken "ten tyde van sodanige beëindiging sou ontvang het indien geen aftrekkings vir korttyd gedoen was nie".

(2) Waar daar 'n ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing ooreenstem met die kennisgewingstermyn waarvoor ooreengekom is.

(3) Die kennis in subklousule (1) voorgeskryf, moet op die betaaldag van die bedryfsinrigting gegee word sodat dit op die volgende dag ingaan: Met dien verstande dat—

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof toegestaan kragtens klousule 7 of 'n tydperk van militêre diens wat 'n werknemer kragtens die Verdedigingswet, 1957, ondergaan;

(ii) kennis nie gedurende 'n werknemer se afwesigheid met siekteverlof, toegestaan kragtens klousule 8, gegee mag word nie.

(4) Waar 'n werknemer sy dienskontrak beëindig deur sy diens sonder kennisgewing te verlaat of sonder om sy werkgewer in plaas van kennisgewing te betaal, kan sy werkgewer, ondanks andersluidende bepalinge in hierdie Ooreenkoms, aan homself, uit geld wat hy sodanige werknemer ingevolge hierdie Ooreenkoms skuld, 'n bedrag toeëien wat hoogstens gelyk is aan dié wat sodanige werknemer in plaas van kennisgewing aan hom sou moes betaal het.

11. RATIO

(1) An employer shall not employ an unqualified checker, cleaner, clerk, invisible mender, invoice clerk or depot assistant, unless he has in his employ a qualified checker, cleaner, clerk, invisible mender, invoice clerk or depot assistant, respectively, and for each such qualified employee he may employ not more than one unqualified employee of the same class.

(2) For the purposes of this clause—

(a) an employer or manager who is wholly or mainly engaged in performing the work of a particular class of employee may be deemed to be a qualified employee of that class;

(b) an employee engaged in performing the work of a particular class of employee and receiving not less than the wage for a qualified employee of such class may be deemed to be a qualified employee of that class.

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

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

An employer shall not employ any person under the age of 15 years.

13. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which he is legally compelled to provide for his employee, and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer.

14. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

(a) during the first four weeks of employment, not less than one work-day's;

(b) in the case of an employee paid weekly, after the first four weeks of employment, not less than one week's;

(c) in the case of an employee paid monthly, after the first four weeks of employment, not less than two weeks';

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

(i) in the case of one work-day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of one week's notice the weekly wage which the employee is receiving at the time of such termination;

(iii) in the case of two weeks' notice, double the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

(i) the right of an employer or an employee to terminate the contract without notice for any cause legally recognised as sufficient;

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(iii) the operation of any forfeitures or penalties which legally may be applicable in respect of any employee who deserts:

Provided further that where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the time of such termination" shall, when an employer pays an employee in lieu of notice, be deemed to mean "would have received at the time of such termination if no deductions had been made in respect of short-time".

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in subclause (1) shall be given on the pay-day of the establishment, to take effect from the following day: Provided that—

(i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or any period of military service which an employee is doing in pursuance of the Defence Act, 1957;

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

(4) Notwithstanding anything to the contrary in this Agreement, where an employee terminates his contract of employment by leaving his employment without notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Agreement an amount of not more than that which such employee would have had to pay in lieu of notice.

15. DIENSSERTIFIKAAT

By die beëindiging van 'n dienskontrak, behalwe wanneer 'n werknemer dros, moet 'n werkgever sy werknemer, uitgesonderd 'n los werknemer, voorsien van 'n dienssertifikaat, wesenlik in die vorm soos hieronder voorgeskryf, wat die volle name van die werkgever en sy werknemer aantoon, asook die beroep van die werknemer, die datum van aanvang en beëindiging van die kontrak en die werknemer se weekloon ten tyde van sodanige beëindiging.

Ek/Ons, (a)
 wat die Was-, Skoonmaak- en Kleurbedryf beoefen te
 sertifiseer hierby dat
 by my/ons in diens was(a) vanaf die
 dag van 19..... tot die
 dag van 19..... as (b)
 By diensbeëindiging was sy/haar(a) loon rand sent per week/maand(a).

Handtekening van werkgever of gemagtigde
 verteenwoordiger

Datum

(a) Skrap wat nie van toepassing is nie.

(b) Meld die beroep waarin werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, werwer, nasiener.

16. TYDREGISTERS

(1) Elke werkgever wat vyf of meer werknemers het, uitgesonderd depotassistent, werwers en insamelaars, moet 'n tydskloek of halfoutomatiese tydregistreerstelsel installeer wat 'n kaart vir elkeen van sy werknemers, uitgesonderd depotassistent werwers en insamelaars, noodsaak waarop die inligting aangedui word wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, vereis word, en hy moet dié stelsel in goeie werkende orde hou.

(2) Elke werkgever moet elke dag 'n bywoningsregister byhou in die vorm wat ingevolge artikel 26 (1) van die Wet op Winkels en Kantore, 1964, of ingevolge artikel 9 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, vereis word en in sodanige bywoningsregister moet die naam en beroep van elke depotassistent gemeld word, asook besonderhede van sy aanwesigheid by die werkgever se bedryfsinrigting, en elke depotassistent moet daagliks die nodige besonderhede betreffende sy aanwesigheid in sodanige register inskryf en die register teken.

(3) Elke werkgever wat minder as vyf werknemers het, uitgesonderd depotassistent, werwers en insamelaars, moet elke dag 'n bywoningsregister byhou in die vorm wat ingevolge artikel 9 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, vereis word en in sodanige bywoningsregister moet die naam en beroep van elke werknemer gemeld word, asook besonderhede betreffende sy aanwesigheid by die werkgever se bedryfsinrigting.

(4) Elke werknemer in subklousule (3) van hierdie klousule vermeld, uitgesonderd depotassistent, werwers en insamelaars, moet daagliks die nodige besonderhede betreffende sy aanwesigheid in die bywoningsregister aanteken en die register teken. Ingeval die werknemers dit nie kan doen nie, moet die werkgever die besonderhede inskryf en die register teken.

VRYSTELLING

(1) Die Raad kan, behoudens subklousules (2) en (3) van hierdie klousule, vrystelling van enigen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enigen om enige afdoende rede verleen.

(2) Die Raad moet, ten opsigte van enigen aan wie 'n vrystellingssertifikaat uitgereik word, die voorwaardes stel waarop die vrystelling verleen word en die geldigheidsduur van die vrystelling. Met dien verstande dat die Raad, as hy dit goeddink en nadat daar 'n week vooraf skriftelik aan die betrokke persoon kennis gegee is, 'n vrystellingssertifikaat kan intrek.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen word, 'n vrystellingssertifikaat uitreik wat deur hom onderteken is en die volgende meld:

- (a) Die betrokke persoon se naam voluit;
- (b) die Ooreenkoms se bepalings waarvan vrystelling verleen word;
- (c) die voorwaardes waarop die vrystelling verleen word; en
- (d) die geldigheidsduur van die vrystelling.

(4) Die Sekretaris van die Raad moet, waar vrystelling aan 'n werknemer verleen is, 'n afskrif van die sertifikaat aan die betrokke werkgever stuur.

18. UITGAWES VAN DIE RAAD

(1) Elke werkgever moet ter bestryding van die onkoste van die Raad 'n bedrag van 13c per week aftrek van die verdienste van elk van sy werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word. By die bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg, en maand vir maand, voor of op die 15de dag van elke maand, die totale bedrag aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, 8000, stuur.

15. CERTIFICATE OF SERVICE

An employer shall upon termination of the contract of employment, other than through desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, substantially in the form prescribed below, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the employee's weekly wage at the date of such termination.

I/We, (a)
 carrying on business in the Laundry, Cleaning and Dyeing Industry at
 hereby certify that
 was employed by me/us (a) from the
 day of 19..... to the
 day of 19..... as (b)
 At the termination of employment his/her (a) wage was
 rand cents per week/month (a).

Signature of employer or authorised
 representative

Date

(a) Delete whichever inapplicable.

(b) State occupation in which employee was wholly or mainly engaged, e.g. clerk, canvasser, checker.

16. TIME RECORDS

(1) Every employer having five or more employees, other than depot assistants, canvassers and collectors, shall instal a time clock or semi-automatic time recording system and shall maintain any such system in good working order, which shall require a card for each of his employees, other than depot assistants, canvassers and collectors, giving the information as required by the Factories, Machinery and Building Work Act, 1941.

(2) Every employer shall from day to day keep an attendance register in the form required by section 26 (1) of the Shops and Offices Act, 1964, or by section 9 (1) of the Factories, Machinery and Building Work Act, 1941, of the name, occupation and particulars concerning attendance at the employer's establishment in respect of each of his depot assistants, and every depot assistant shall daily record the required particulars regarding his attendance in and sign the register.

(3) Every employer having less than five employees, other than depot assistants, canvassers and collectors, shall from day to day keep an attendance register in the form required by section 9 (1) of the Factories, Machinery and Building Work Act, 1941, of the name, occupation and particulars concerning attendance at the employer's establishment in respect of each such employee.

(4) Every employee referred to in subclause (3) of this clause, other than depot assistants, canvassers and collectors, shall daily record the required particulars regarding his attendance in and sign the register. In the event of the employees being unable to do so, the employer shall enter the details and sign the register.

17. EXEMPTIONS

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

(2) The Council shall fix, in respect of any person granted a licence of exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may if it deems fit after one week's notice, in writing, has been given to the person concerned, withdraw any exemption licence.

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

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

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

18. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting expenses of the Council, every employer shall deduct the sum of 13c per week from the earnings of each of his employees for whom minimum wages are prescribed in clause 4 of this Agreement. To the amount so deducted the employer shall add a like amount, and forward month by month, and not later than the 15th day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town, 8000.

(2) Elke werkgewer moet 'n opgawe aan die Raad voorlê van die getal werknemers wat elke week van elke kalendermaand by hom in diens is, en die opgawe moet verstrek word op die vorm, in die vorm van Aanhangsel A van hierdie Ooreenkoms wat die Raad uitreik.

19. VAKVERENIGING LEDEGELD

Op skriftelike versoek van sy werknemer moet 'n werkgewer elke week bydraes tot die fondse van die vakverenigings, soos in genoemde skriftelike versoek vermeld, van die werknemer se besoldiging aftrek, en die bedrag aldus afgetrek aan die sekretaris van die genoemde vakvereniging stuur voor of op die 15de dag van elke maand wat onmiddellik volg op die maand waarin sodanige aftrekkings gedoen is.

20. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkgewer moet aan elkeen van sy werknemers wat verteenwoordigers of plaasvervangers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad na te kom.

21. AGENTE

Die Raad moet een of meer aangewese persone as agent of agente aanstel om te help met die toepassing van hierdie Ooreenkoms. Dit is die plig van elke werkgewer en werknemer om sodanige agent toe te laat om die navrae te doen en dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat vir hierdie doel nodig is.

22. UITLEG VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en hy kan menings vir die leiding van werkgewers en werknemers uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie.

Namens die partye op hede die 15de dag van Januarie 1982 te Kaapstad onderteken.

P. JONES, Voorsitter.

A. R. VAHED, Ondervoorsitter.

J. D. F. COLINESE, Sekretaris.

AANHANGSEL A

NYWERHEIDSRaad VIR DIE WAS-, SKOONMAAK- EN KLEURBEDRYF (KAAP)

.....19.....

Aan:

Die Sekretaris
Nywerheidsraad vir die Was-, Skoonmaak- en Kleurbedryf (Kaap)
Posbus 1536
Kaapstad, 8000

Meneer,

Ek sluit hierby in die bedrag van R....., waarvan besonderhede hieronder voorkom, as bydraes ingevolge kousule 18 van die Ooreenkoms vir die Was-, Skoonmaak- en Kleurbedryf vir die tydperk eindigende

Naam van firma

Adres

OPGAWE VAN WERKNEMERS

Getal	Datum
.....	vir week geëindig.....
.....	vir week geëindig.....
.....	vir week geëindig.....
.....	vir week geëindig.....
.....	vir week geëindig.....

Totale getal:..... werknemers teen 13c

per week vir..... weke R.....

Tel by werkgewer se bydrae van 13c per week per werknemer R.....

R.....

R.....

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

No. R. 1057

4 Junie 1982

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

WAS-, SKOONMAAK- EN KLEURBEDRYF (KAAP)

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings

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

19. TRADE UNION SUBSCRIPTIONS

An employer shall, at the written request of his employee, make deductions weekly from the employee's remuneration of any amount or amounts of subscriptions, specified in the said written request, to the funds of the trade unions, and shall forward the amount or amounts so deducted to the secretary of the said trade union not later than the 15th day of each month immediately succeeding the month during which such deductions were made.

20. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

21. AGENTS

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

22. INTERPRETATION OF AGREEMENT

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

Signed at Cape Town on behalf of the parties this 15th day of January 1982.

P. JONES, Chairman.

A. R. VAHED, Vice-Chairman.

J. D. F. COLINESE, Secretary.

ANNEXURE A

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

.....19.....

To:

The Secretary
Industrial Council for the Laundry, Cleaning and Dyeing Industry
(Cape)
P.O. Box 1536
Cape Town, 8000

Dear Sir,

I enclose the sum of R..... representing contributions in terms of clause 18 of the Laundry, Cleaning and Dyeing Agreement as detailed below for the period ending

Name of firm

Address.....

RETURN OF EMPLOYEES

No.	Date
.....	for week ending
.....	for week ending
.....	for week ending
.....	for week ending
.....	for week ending

Total No:..... employees at 13c per week

for..... weeks R.....

Add employer's contributions of 13c per week per employee R.....

R.....

R.....

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

No. R. 1057

4 June 1982

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE)

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of

van die Ooreenkoms en kennisgewing, gepubliseer by Goewermentskennisgewing R. 1056 van 4 Junie 1982, oor die algemeen vir werknemers wie se werkkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Mannekrag.

the Agreement and notice, published under Government Notice R. 1056 of 4 June 1982, 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 Manpower.

INHOUD

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