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PRETORIA, 31 OCTOBER 1964.

[No. 939.

### GOVERNMENT NOTICES.

#### DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING.

No. 1757.]

[31 October 1964.

SPECIAL LEVIES ON FACTORY CHEESE,  
CREAMERY BUTTER AND CONDENSING  
MILK.

In terms of sub-section (1) of section *twenty-nine* of the Marketing Act, 1937 (Act No. 26 of 1937), as amended, I, DIRK CORNELIS HERMANUS UYS, Minister of Agricultural Economics and Marketing, hereby make known that the Dairy Industry Control Board, referred to in section 3 of the Dairy Products Marketing Scheme, published by Proclamation No. 183 of 1954, as amended, has, in terms of section 24 of that Scheme and with my approval, imposed the special levies specified in the Schedule hereto, in substitution for the special levies made known by Government Notice No. 811 of the 29th May, 1964.

I do hereby further make known that the said special levies shall become operative on the first day of November, 1964.

D. C. H. UYS,  
Minister of Agricultural Economics  
and Marketing.

### SCHEDULE.

- (a) A special levy of factory cheese at the rate of—
  - (i) 3c per pound of such cheese of the Gouda type;
  - (ii) 2·58c per pound of such cheese of the Cheddar type; and
  - (iii) 2c per pound of such cheese other than of the Cheddar or Gouda type.
- (b) A special levy on creamery butter at the rate of 2·47c per pound of such butter.
- (c) A special levy on condensing milk at the rate of—
  - (i) 6c per 100 lb. of such milk purchased or otherwise acquired for the manufacture of skim-milk powder; and
  - (ii) 9c per 100 lb. of such milk purchased or otherwise acquired for the manufacture of a product other than skim-milk powder.

A-5938194

### GOEWERMENTSKENNISGEWINGS.

#### DEPARTEMENT VAN LANDBOU-EKONOMIE EN -BEMARKING.

No. 1757.]

[31 Oktober 1964.

SPESIALE HEFFINGS OP FABRIEKSKAAS,  
FABRIEKBOTTER EN KONDENSEERMELK.

Ooreenkomsdig subartikel (1) van artikel *nege-en-twintig* van die Bemarkingswet, 1937 (Wet No. 26 van 1937), soos gewysig, maak ek, DIRK CORNELIS HERMANUS UYS, Minister van Landbou-ekonomie en -bemarking, hierby bekend dat die Raad van Toesig op die Suiwelnywerheid, genoem in artikel 3 van die Suiwelproduktebemarkings-skema, afgekondig by Proklamasie No. 183 van 1954, soos gewysig, ingevolge artikel 24 van daardie skema en met my goedkeuring, die spesiale heffings soos in die Bylae hiervan uiteengesit, opgele het, ter vervanging van die spesiale heffings bekendgemaak by Goewermentskennisgewing No. 811 van 29 Mei 1964.

Voorts maak ek hierby bekend dat genoemde spesiale heffings op die eerste dag van November 1964 in werking tree.

D. C. H. UYS,  
Minister van Landbou-ekonomie  
en -bemarking.

### BYLAE.

- (a) 'n Spesiale heffing van—
  - (i) 3c per pond op fabriekskaas van die Goudatipe;
  - (ii) 2·58c per pond op fabriekskaas van die Cheddar-tipe; and
  - (iii) 2c per pound op fabriekskaas van 'n ander tipe as die Cheddar- of Goudatipe.
- (b) 'n Spesiale heffing van 2·47c per pond op fabrieksbotter.
- (c) 'n Spesiale heffing van—
  - (i) 6c per 100 lb. op kondenseermelk gekoop of andersins verkry vir die vervaardiging van afgeroomdemelkpoerier; en
  - (ii) 9c per 100 lb. op kondenseermelk gekoop of andersins verkry vir die vervaardiging van 'n ander produk as afgeroomdemelkpoerier.

1-939

No. 1758]

[31 October 1964.

PRICES OF CERTAIN DAIRY PRODUCTS.—  
AMENDMENT.

In terms of sub-section (1) of section *twenty-nine* of the Marketing Act, 1937 (Act No. 26 of 1937), as amended, I, DIRK CORNELIS HERMANUS UYS, Minister of Agricultural Economics and Marketing, hereby make known that the Dairy Industry Control Board, referred to in section 3 of the Dairy Products Marketing Scheme, published by Proclamation No. 183 of 1954, as amended, has, in terms of section 19 of that scheme, and, with my approval, amended the prohibitions made known by Government Notice No. 810 of 1964 in the manner indicated in the Schedule thereto.

I do hereby further make known that this amendment shall come into operation on the first day of November, 1964.

D. C. H. UYS,  
Minister of Agricultural Economics  
and Marketing.

## SCHEDULE.

The prohibitions imposed in connection with the sale of certain dairy products, made known in the Schedule to Government Notice No. 810 of the 29th May, 1964, are hereby amended as follows:—

1. By the substitution for paragraphs (1), (2), (3) and (4) of clause 1 of the following paragraphs:—

(1) factory cream of the grades indicated otherwise than on the basis of its butterfat content or at prices other than those specified below per lb. of butterfat contained therein:—

Grade.	Price.
First.....	37
Second.....	35
Third.....	33

(2) cheesemilk at a price other than 168c per 100 lb. of such milk containing 3·5 per cent butterfat;

(3) condensing milk for the manufacture of skim-milk powder at a price other than 168c per 100 lb. of such milk containing 3·5 per cent butterfat;

(4) condensing milk for the manufacture of a product other than skim-milk powder at a price other than 178c per 100 lb. of such milk containing 3·5 per cent butterfat.”

2. By the substitution for clause 2 of the following clause:—

## Butter Prices.

2. No person shall sell creamery butter of the grades indicated at prices below the minimum or above the maximum prices specified hereunder:—

Grade.	Minimum Selling Price per lb.	Maximum Selling Price per lb.
Choice.....	34·2	37
Table.....	32·2	35
Household.....	30·2	33".

3. By the insertion after clause 3 of the following clause:—

“3 bis. The maximum selling prices specified in clause 3 shall not apply to cheese packed by a cheese manufacturer, process cheese manufacturer or agent of the Dairy Industry Control Board in consumer size packets, which are heat sealed and each of which bears the name and address of the packer, the grade of the cheese contained therein and a recognised brand name clearly printed on the wrapper or on a label attached to the packet.”.

No. 1758.]

[31 Oktober 1964.

PRYSE VAN SEKERE SUIWELPRODUKTE.—  
WYSIGING.

Ooreenkomsig subartikel (1) van artikel *nege-en-twintig* van die Bemarkingswet, 1937 (Wet No. 26 van 1937) soos gewysig, maak ek, DIRK CORNELIS HERMANUS UYS, Minister van Landbou-ekonomiese en -bemarking, hierby bekend dat die Raad van Toesig op die Suiwelnywerheid, genoem in artikel 3 van die Suiwelproduktebemarkingskema, aangekondig by Proklamasie No. 183 van 1954 soos gewysig, kragtens artikel 19 van daardie skema en met my goedkeuring, die verbodsbeplings bekendgemaak by Goewermentskennisgewing No. 810 van 1964 op die wyse in die Bylae hiervan aangedui, gewysig het.

Voorts maak ek hierby bekend dat die wysiging op die eerste dag van November 1964 in werking tree.

D. C. H. UYS,  
Minister van Landbou-ekonomiese en  
-bemarking.

## BYLAE.

Die verbodsbeplings oopgelê in verband met die verkoop van sekere suiwelprodukte en aangekondig in die Bylae van Goewermentskennisgewing No. 810 van 29 Mei 1964 word hierby soos volg gewysig:—

1. Deur paragrawe (1), (2), (3) en (4) van klousule 1 deur die onderstaande paragrawe te vervang:—

„(1) fabrieksroom van die grade aangedui, verkry, verkoop of van die hand sit nie, behalwe op die grondslag van die bottervetgehalte daarvan, en behalwe teen die pryse hieronder vermeld per lb. bottervet wat dit bevat:—

Graad.	Pryse.
Eerste.....	c 37
Tweede.....	35
Derde.....	33

(2) kaasmelk verkry, verkoop of van die hand sit nie teen 'n ander prys as 168c per 100 lb. van sodanige melk wat 3·5 persent bottervet bevat;

(3) kondenseermelk vir die vervaardiging van afgeroomdemelkpoeier verkry, verkoop of van die hand sit nie teen 'n ander prys as 168c per 100 lb. van sodanige melk wat 3·5 persent bottervet bevat;

(4) kondenseermelk vir die vervaardiging van 'n produk behalwe afgeroomdemelkpoeier, verkry, verkoop of van die hand sit nie teen 'n ander prys as 178c per 100 lb. van sodanige melk wat 3·5 persent bottervet bevat.”

2. Deur klousule 2 deur onderstaande klousule te vervang:—

## Botterpryse.

2. Niemand mag fabrieksbotter van die grade aangedui teen laer prys as die minimum prys of hoër prys as die maksimum prys hieronder vermeld, verkoop nie:—

Graad.	Minimum verkoopprys per lb.	Maksimum verkoopprys per lb.
Keur.....	34·2	37
Tafel.....	32·2	35
Huis.....	30·2	33".

3. Deur die volgende klousule ná klousule 3 in te voeg:—

“3 bis. Die maksimum verkoopprys aangedui in klousule 3 is nie van toepassing nie op kaasverpak deur 'n kaasvervaardiger, proseskaasvervaardiger of agent van die Raad van Toesig op die Suiwelnywerheid in pakkies van huishoudelike grootte wat hitteverseël is en op elk waarvan die naam en adres van die verpakker, die graad van die kaas en 'n erkende handelsnaam—of op die omslag van, of op 'n etiket aangeheg aan die pakkie—duidelik aangetoon word.”.

the last work day of each month; provided further that where an employee's employment terminates on any day other than the usual pay day of the establishment, he shall be paid on the day his service so terminates; provided further that when an employee is on short-time he shall be paid before he finishes work for the week; provided further that if the ordinary pay day of the establishment is for any reason not a work day, such as the occurrence of a public holiday on a Friday or Saturday, the employees concerned shall be paid their wages and other moneys due to them on the last work day of the particular week.

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

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

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

(i) identification of establishment;

(ii) name of employee concerned;

(iii) rate of commission;

(iv) the total value of orders brought in by him during each week in the relevant period, together with the date of the last day in each such week;

(v) the amount of the commission payable in respect of each week of the relevant period;

(vi) a statement of any orders held in suspense in terms of the first proviso hereto;

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

#### 6. DEDUCTIONS.

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

(1) except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving at the time thereof in respect of his ordinary hours of work, may be made;

(2) with the written consent of an employee, a deduction for any amount paid by an employer to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or township under the control of such council or other local authority, may be made;

(3) whenever the ordinary hours of work prescribed in clause 7 are reduced on account of short-time, a *pro-rata* amount for the actual time lost may be deducted; provided that such deduction shall not exceed one-third of the weekly wage of such employee, irrespective of the number of hours by which the ordinary hours of work are thus reduced; and provided further that no deduction shall be made—

(a) in the case of short-time arising out of slackness in the trade or a shortage of raw materials, unless the employer has, not later than the previous work day, given notice of his intention to reduce the ordinary hours of work;

(b) in the case of short-time due to any other reason, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

(4) with the written consent of the employees, deductions may be made by an employer for holiday, insurance, sick, medical, provident or pension funds, or for spectacles or for dentures or other dental work not otherwise provided for;

(5) contributions to the Industrial Council shall be deducted in terms of clause 27 of this Agreement;

(6) contributions to and any special deductions on behalf of the Sick Benefit Fund for the Trade shall be deducted in terms of the provisions of any supplementary agreement which may be declared binding in terms of the Act for the purpose of continuing such sick benefit fund;

betaal te word nie, en wat dan op die laaste dag van elke maand betaal moet word; voorts met dien verstande dat indien 'n werknemer se diens op enige ander dag as die gewone betaaldag van die bedryfsinrigting eindig, hy op die dag waarop sy diens aldus eindig, betaal moet word; voorts met dien verstande dat hy vir die week klaar gewerk het; voorts met dien verstande dat, indien die gewone betaaldag van die bedryfsinrigting om enige rede nie 'n werkdag is nie, soos bv. 'n openbare vakansiedag op 'n Vrydag of Saterdag, die lone en ander gelde aan die betrokke werknemers verskuldig, op die laaste werkdag van die besondere week aan hulle betaal moet word.

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

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

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

(i) Identifisering van die bedryfsinrigting;

(ii) naam van die betrokke werknemer;

(iii) kommissieskaal;

(iv) die totale waarde van bestellings wat hy elke week in die onderhavige tydperk verkry, tesame met die datum van die laaste dag in elke sodanige week;

(v) die bedrag wat ten opsigte van elke week van die onderhavige tydperk aan kommissie betaalbaar was;

(vi) 'n staat van enige bestellings wat kragtens die eerste voorbeeld hiervan hangende is;

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

#### 6. AFTREKKINGS.

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

(1) dat, behoudens ander bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op bevel of versoek van sy werkewer, 'n bedrag in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die loon wat sodanige werknemer ontvang het ten opsigte van sy gewone werkure ten tyde van die afwesigheid, afgetrek mag word;

(2) dat, met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkewer aan 'n munisipale raad of ander plaaslike bestuur betaal het vir die huur van 'n huis of verblyf in 'n hostel waar sodanige werknemer inwoon in 'n lokasie of dorpsgebied onder die beheer van sodanige raad of plaaslike bestuur, afgetrek mag word;

(3) dat, wannek die gewone werkure in klousule 7 voorgeskryf, weens korttyd verminder word, 'n *pro rata*-bedrag vir die werklike tyd wat verlore gegaan het, afgetrek mag word; met dien verstande dat sodanige aftrekking nie één derde van die weekloon van sodanige werknemer te bove mag gaan nie, ongeag die getal ure waarmee die gewone werkure aldus verminder word; en voorts met dien verstande dat geen bedrae afgetrek moet word—

(a) in die geval van korttyd wat ontstaan weens 'n slappe in die bedryf of 'n tekort aan grondstowwe nie, tensy die werkewer vóór of op die vorige werkdag kennis gegee het van sy voorname om die gewone werkure te verminder;

(b) in die geval van korttyd weens enige ander rede, ten opsigte van die eerste uur waarin daar nie gewerk is nie, tensy die werkewer op die vorige dag sy werkewer in kennis gestel het dat daar geen werk beskikbaar sal wees nie;

(4) dat, met die skriftelike toestemming van die werknemers, bedrae afgetrek mag word deur 'n werkewer vir vakansie-, versekerings-, siekte-, mediese-, voorsorg- of pensioenfondse, of vir brille of vir kunstade van ander tandheelkundige werk waarvoor geen voorseeing andersins gemaak is nie;

(5) dat bydraes tot die Nywerheidsraad ooreenkomstig klousule 27 van hierdie Ooreenkoms afgetrek moet word;

(6) dat bydraes tot en alle spesiale aftrekings ten behoeve van die Bystandsfonds van die Bedryf afgetrek moet word kragtens die bepalings van enige aanvullingsooreenkoms, wat bindend verklaar kan word ingevolge die Wet ten einde sodanige Siektebystandsfonds te laat voortbestaan;

- (7) any amount which an employer is required to deduct by law or any order of any competent court may be deducted, provided that whenever an employee consents or is required in terms of the Native (Urban Areas) Act, 1945, to accept from his employer board and/or lodging, the deductions shall not exceed the amounts specified hereunder:

	Per Week.	Per Month.
	R	R
Board.....	0.40	1.73
Lodging.....	0.20	0.87
Board and Lodging.....	0.60	2.60

- (8) with the written consent of the employee, deductions for subscriptions to the Trade Unions may be made.

#### 7. ORDINARY HOURS OF WORK.

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

- (a) in the case of any employee other than a canvasser, collector, a driver of a motor driven vehicle, a canvasser's assistant, driver's assistant or a part-time depot attendant—

- (i) forty-four hours in any week from Monday to Saturday, inclusive;
- (ii) subject to sub-paragraph (i) hereof, eight and one-half hours per day in any establishment which normally works from Monday to Saturday inclusive and which observes a weekly half-holiday;
- (iii) subject to sub-paragraph (i) hereof, nine and one-quarter hours per day in any establishment which normally works from Monday to Friday inclusive.

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

- (b) in the case of an employee engaged as a canvasser, collector, a driver of a motor driven vehicle (other than a part-time driver), canvasser's assistant or driver's assistant—

- (i) forty-six hours in any week from Monday to Saturday inclusive;
- (ii) subject to sub-paragraph (i) hereof, ten hours on any day;

- (c) in the case of a part-time depot attendant—

- (i) twenty-four hours in any week from Monday to Saturday inclusive;
- (ii) four hours per day in the case of an employee who works a six-day week, or subject to sub-paragraph (i) hereof, five hours per day in the case of an employee who works a five-day week.

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

- (3) The ordinary hours of work of a part-time driver shall not exceed—

- (a) 44 in any week, inclusive of the work performed in relation to such employee's ordinary duties (i.e. the work other than that of driving a motor vehicle), and 22 in the aggregate in any week in respect of his driving duties only;

- (b) subject to paragraph (a) hereof and in respect of his driving duties only,  $3\frac{1}{2}$  hours in the aggregate on any day in the case of an employee normally engaged in a six-day week, and  $4\frac{1}{2}$  hours in the aggregate on any day in the case of an employee normally engaged in a five-day week; and

- (c) subject to paragraph (a) hereof and inclusive of the work performed in relation to such employee's ordinary duties,  $8\frac{1}{2}$  hours per day in the case of an employee who normally works from Monday to Saturday inclusive and is granted a weekly half-holiday, and  $9\frac{1}{2}$  hours per day in the case of an employee who normally works from Monday to Friday inclusive.

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

- (a) eighty-four in any week of seven days;
- (b) twelve in any day;

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

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

- (7) dat enige bedrag wat daar van 'n werkewer kragtens wet of enige bevel van 'n bevoegde hof vereis word om af te trek, afgetrek mag word; met dien verstande dat indien 'n werkewer toestem of indien daar ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om etes of huisvesting van sy werkewer aan te neem, die aftrekkings nie die onderstaande gespesifieerde bedrae mag oorskry nie:—

	Per Week.	Per Week.
	R	R
Etes.....	0.40	1.73
Huisvesting.....	0.20	0.87
Etes en Huisvesting.....	0.60	2.60;

- (8) bedrae vir bydraes tot Vakverenigings met die skriftelike toestemming van die werkewer afgetrek mag word.

#### 7. GEWONE WERKURE.

- (1) Die gewone werkure van 'n werkewer, uitgesonderd 'n los werkewer of 'n wag, mag nie meer wees as die volgende nie:—

- (a) in die geval van 'n werkewer, uitgesonderd 'n bestellingwerwer, afhaler, 'n motorvoertuigbestuurder, 'n bestellingwerwer se assistent, motorvoertuigbestuurder se assistent of 'n deeltydse depotassistent—

- (i) vier-en-veertig uur in enige week van Maandag tot en met Saterdag;

- (ii) behoudens subparagraph (i) hiervan,  $8\frac{1}{2}$  uur per dag in enige bedryfsinrigting waar daar gewoonlik van Maandag tot en met Saterdag gewerk word waarin 'n weeklikse vakansiehalfdag toegestaan word;

- (iii) behoudens subparagraph (i) hiervan,  $9\frac{1}{2}$  uur per dag in enige bedryfsinrigting waar daar gewoonlik van Maandag tot en met Vrydag gewerk word.

Die gewone werkure wat in subklousule (a) (ii) en (a) (iii) hiervan genoem word, kan op verskillende daaglike tye begin en eindig; met dien verstande dat hierdie tye tussen die ure 6 v.m. en 6 n.m. moet val;

- (b) in die geval van enige werkewer in diens as 'n bestellingwerwer, afhaler, 'n bestuurder van 'n motorvoertuig (uitgesonderd 'n deeltydse motorvoertuigbestuurder), bestellingwerwer se assistent of 'n motorvoertuigbestuurder se assistent—

- (i) ses-en-veertig uur in enige week van Maandag tot en met Saterdag;

- (ii) behoudens subparagraph (i) hiervan, tien uur op enige dag;

- (c) in die geval van 'n deeltydse depotassistent—

- (i) vier-en-twintig uur in enige week van Maandag tot en met Saterdag;

- (ii) vier uur per dag in die geval van 'n werkewer wat ses dae in 'n week werk of, behoudens subparagraph (i) hiervan, vyf uur per dag in die geval van 'n werkewer wat vyf dae in 'n week werk.

- (2) Die gewone werkure van 'n los werkewer mag hoogstens agt op 'n dag wees.

- (3) Die gewone werkure van 'n deeltydse motorvoertuigbestuurder mag hoogstens die volgende wees—

- (a) 44 in 'n week, met inbegrip van die werk wat verrig word met betrekking tot sodanige werkewer se gewone pligte, (d.w.s. ander werk as die bestuur van 'n motorvoertuig) en altesaam 22 in 'n week, ten opsigte van slegs sy bestuurspligte;

- (b) behoudens paragraaf (a) hiervan en ten opsigte van slegs sy bestuurspligte, altesaam  $3\frac{1}{2}$  uur op 'n dag in die geval van 'n werkewer wat gewoonlik ses dae in 'n week werk, en altesaam  $4\frac{1}{2}$  uur op 'n dag in die geval van 'n werkewer wat gewoonlik vyf dae in 'n week werk; en

- (c) behoudens paragraaf (a) hiervan en met inbegrip van die werk wat verrig is met betrekking tot sodanige werkewer se gewone pligte,  $8\frac{1}{2}$  uur per dag in die geval van 'n werkewer wat gewoonlik van Maandag tot en met Saterdag werk en aan wie 'n weeklikse vakansiehalfdag toegestaan word, en  $9\frac{1}{2}$  uur per dag in die geval van 'n werkewer wat gewoonlik van Maandag tot en met Vrydag werk.

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

- (a) Vier-en-tagtig in enige week van sewe dae;

- (b) twaalf op enige dag,

en moet om 6 v.m. begin indien die wag bedags in diens is of om 6 n.m. indien die wag snags in diens is.

- (5) Geen werkewer moet van 'n werkewer, uitgesonderd 'n wag, vereis of hom toelaat om langer as vyf agtereenvolgende ure te werk nie sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie en wat nie geag mag word tyd te wees waarin daar gewerk is nie; met dien verstande dat as enige pouse langer is as  $1\frac{1}{4}$  uur, die tyd wat meer is as sodanige  $1\frac{1}{4}$  uur geag moet word gewone werktyd te wees. Werktydperke wat deur 'n pouse van minder as een uur onderbreek word, moet geag word aaneenlopend te wees.

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

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

#### 8. OVERTIME AND EMERGENCY WORK.

(1) Notwithstanding the provisions of clause 7 of this Agreement, an employer may require or permit any employee to work overtime subject to the provisions of sub-clauses (2) (A), (B) and (C) hereof and clause 9; provided that no employer shall require or permit any employee to work overtime on a regular permanent basis, and no arrangement shall be entered into between an employer and his employee whereby the latter is required or permitted to work regularly the same amount of weekly or daily overtime during any period of time.

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

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

(a) for more than two hours on any day;

(b) on more than three consecutive days;

(c) on more than sixty days in any year;

(d) between the hours of 6 p.m. and 6 a.m.;

(e) after the completion of her ordinary working hours, for more than one hour on any day unless he has—

(i) given notice thereof to such employee before midday on that day; or

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee an allowance of not less than 25 cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence;

(f) after 1 p.m. on more than five days in any week.

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

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

#### 9 PAYMENT FOR OVERTIME.

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

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

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

#### 10. ANNUAL LEAVE.

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

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

(2) The leave to which an employee is entitled in terms of sub-clause (1) hereof shall be granted at a time to be fixed by the employer, provided that if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment of the employee concerned; and provided further that an employer is prohibited, except on written request by the employee concerned, from granting annual leave to an employee while such employee is absent on paid sick leave

(6) Ruspouses van minstens tien minute, waarin geen werk verrig mag word nie, moet aan elke werknemer, uitgesonderd 'n bestellingwerwer, afhaler, 'n motorvoertuigbestuurder, 'n bestellingwerwer se assistent, 'n bestuurder se assistent of 'n wag, so na as moontlik in die middel van elke oggend- en namiddagwerktydperk toegestaan word en sedanige poues moet geag word tyd te wees waarin daar gewerk is; met dien verstande dat geen ruspouse tydens 'n werktydperk wat  $3\frac{1}{2}$  uur of minder duur, toegestaan hoeft te word nie.

(7) Behoudens die bepalings van subklousules (5) en (6) hiervan moet alle werkure agtereenvolgend wees.

#### 8. OORTYDWERK EN NOODWERK.

(1) Ondanks die bepalings van klousule 7 van hierdie Ooreenkoms, mag 'n werkewer van enige werknemer vereis of hom toelaat om, behoudens die bepalings van subklousule 2 (A), (B) en (C) hiervan en klousule 9, oortyd te werk; met dien verstande dat geen werkewer van 'n werknemer mag vereis of hom mag toelaat om op 'n gereelde permanente basis oortyd te werk nie, en 'n werkewer en sy werknemer mag geen reëling aangaan waarby daar van laasgenoemde vereis of waarsvolgens hy toegelaat word om gereeld diezelfde hoeveelheid weeklikse of daaglikske oortyd gedurende enige tydperk te werk nie.

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

(B) Die oortydwerk wat daar van 'n vroulike werknemer vereis of wat sy toegelaat mag word om te verrig, moet verder beperk word en geen werkewer moet van 'n vroulike werknemer vereis of haar toelaat om meer as die volgende oortydwerk te verrig nie:—

(a) Langer as twee uur op 'n dag;

(b) op meer as drie agtereenvolgende dae;

(c) op meer as sestig dae in 'n jaar;

(d) tussen die ure 6 nm. en 6 vm.;

(e) na voltooiing van haar gewone werkure vir langer as een uur op 'n dag; tensy hy—

(i) sodanige werknemer voor twaalfuur middag op daardie dag daarvan in kennis gestel het; of

(ii) aan sodanige werknemer, voordat sy met die oortydwerk moet begin, 'n toereikende ete verskaf het; of

(iii) sodanige werknemer 'n toelaat van minstens vyf-en-twintig sent betys genoeg betaal om die werknemer in staat te stel om 'n maaltyd te verkry voordat die oortydwerk moet begin;

(f) ná 1 nm, op meer as 5 dae in 'n week.

(C) Geen werknemer mag summier ontslaan of, omdat hy weier om oortydwerk te verrig, op enige wyse in sy diens benadeel word nie, met dien verstande dat hierdie paragraaf nie van toepassing is op 'n werknemer wat gevra word om noodwerk te verrig nie, en voorts met dien verstande dat die verpligte oortyd daar van 'n werknemer ingevolge die voorafgaande voorbehoedsbepaling vereis mag word om te werk, hoogstens drie uur op 'n dag in die geval van mans en twee uur op 'n dag in die geval van vrouwees.

(3) 'n Werkewer moet binne sewe dae vanaf die datum waarop masjinerie of installasie onklaar geraak het, 'n skriftelike verslag aan die Raad voorlê met betrekking tot enige sodanige onklaarraking van masjinerie of installasie wat noodwerk noodsaaklik gemaak het.

#### 9. BETALING VIR OORTYDWERK.

Betaling vir oortydwerk moet teen die volgende minimum skale geskied:—

(1) Op enige dag, uitgesonderd 'n Sondag, vir elke uur of gedeelte van 'n uur altesaam in 'n week gewerk, teen 'n skaal van  $1\frac{1}{2}$  mal die uurloon van die betrokke werknemer; met dien verstande dat indien oortydwerk, wat op 'n daaglikske grondslag bereken is, van oortyd wat op 'n weeklikse grondslag bereken is, verskil, die grondslag wat vir die werknemer die voordeeligste is, aanvaar moet word.

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

#### 10. JAARLIKSE VERLOF.

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

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

(2) Die verlof waarop 'n werknemer kragtens subklousule (1) hiervan geregtig is, moet op 'n tyd toegestaan word wat deur die werkewer vasgestel moet word; met dien verstande dat, indien sodanige verlof nie eerder toegestaan is nie, dit binne twee maande na die voltooiing van die betrokke werknemer se jaar diens toegestaan moet word; en voorts met dien verstande dat 'n werkewer belet word om, uitgesonderd op skriftelike versoek van die betrokke werknemer, jaarlike verlof aan 'n werknemer toe te

in terms of the Council's Sick Benefit Fund Agreement; and provided further that such leave shall not run concurrently with any period during which an employee is undergoing military training or with any period of notice of termination of employment.

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

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

(b) his weekly wage divided by three in the case of watchmen,

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

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

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

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

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

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

(a) absent on leave in terms of sub-clause (1) hereof;

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

(c) undergoing military training, but not exceeding a total period of four months during any period of twelve months;

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

(e) in receipt of wages in lieu of the period of notice of termination prescribed in clause 17, in terms of sub-clauses (1), (2) and (4) of the said clause 17.

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

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

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

(c) on payment of pro-rata leave pay in the event of termination of employment of an employee;

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

#### 11. PAID HOLIDAYS.

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

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

staan terwyl sodanige werknemer met siekterverlof afwesig is kragtens die Raad se Siektebystandsfondsooreenkoms; en voorts met dien verstande dat sodanige verlof nie mag saamval nie met enige tydperk waarin 'n werknemer militêre opleiding ondergaaf, of met enige tydperk van kennisgewing van diensbeëindiging.

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

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

(b) sy weekloon gedeel deur drie in die geval van wagte, ten opsigte van elke voltooide maand diens, bereken vanaf die datum waarop sy verlof laas moes begin het of aanvang van diens, na gelang van die geval; met dien verstande dat, ten einde die "voltooide maande diens" na die eerste maand te bereken, enige tydperk bo vyftien dae in die finale maand diens, geag word 'n volle maand te wees.

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

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

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

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

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

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

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

(c) militêre opleiding ondergaan, maar vir hoogstens 'n totale tydperk van vier maande gedurende 'n tydperk van twaalf maande;

(d) met die toestemming van sy werkgever of met siekterverlof met betaling ooreenkomsdig die Raad se Siektebystandsfonds of 'n bevalling afwesig is, wat altesaam hoogstens dertig dae in 'n jaar beloop, bereken vanaf die datum waarop die diens by 'n besondere werkgever begin het;

(e) ingevolge subklousules (1), (2) en (4) van genoemde klousule 17 'n loon ontvang in plaas van die tydperk waarin hy kennis moet gee van diensbeëindiging soos in klousule 17 voorgeskryf.

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

(a) Die toestaan van jaarlike verlof wat verskuldig mag gewees het, maar wat nie toegestaan is voordat hy met werkzaamhede begin het nie;

(b) die toestaan van jaarlike verlof wat verskuldig mag geword het nadat hy met sy werkzaamhede begin het, maar wat gedeeltelik vóór sodanige aanvang oopgeloop het;

(c) die betaling van *pro rata* verlofbesoldiging in die geval van diensbeëindiging van 'n werknemer,

en die dienstydperk ten opsigte waarvan verlofbesoldiging oopgeloop het, omvat alle tydperke waarvoor geen jaarlike verlof deur die vorige werkgever toegestaan of verlofbesoldiging deur hom betaal is nie.

#### 11. OPENBARE VAKANSIEDAE MET BESOLDIGING.

(1) Elke werkgever moet aan elkeen van sy werknemers Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag, Kersdag en Tweede Kersdag as 'n openbare vakansiedag met besoldiging toestaan en elke werknemer is geregtig om ten opsigte van elke sodanige dag die daagliks loon te ontvang wat hy op die datum waarop sodanige openbare vakansiedag met besoldiging val, ontvang het of wat hy geregtig was om te ontvang; met dien verstande dat 'n los werknemer slegs op die voordele van hierdie subklousule geregtig is indien hy by dieselfde werkgever in diens was op die werkdae voor en na sodanige vakansiedae met besoldiging.

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

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

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

#### 12. SHORT-TIME.

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

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

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

#### 13. PROPORTION OR RATIO.

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

(2) An employer shall not employ a part-time depot attendant in any depot unless a full-time depot attendant is employed in that depot, and for each full-time depot attendant employed in any depot not more than one part-time depot attendant shall be employed in such depot. Provided that such part-time depot attendant may only be employed together with and during the same working hours as the said full-time depot attendant is employed, save and except that such part-time depot attendant may work on his own as follows:—

- (a) On Saturdays for not longer than five hours;
- (b) On week days for not longer than one consecutive period not exceeding one hour per day; and

(c) When necessary to perform emergency work.

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

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

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

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

(7) In sub-clause (1), (5) and (6) of this clause the reference to a depot attendant shall not include a part-time depot attendant.

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

#### 14. OVERALLS AND PROTECTIVE CLOTHING.

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

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

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

#### 12. KORTTYD.

(1) Wanneer daar 'n voorname bestaan om korttyd in te veer moet 'n kennisgewing wat daardie feit meld, opvallend in die betrokke bedryfsinrigting vóór of op die dag onmiddellik vóór die dag waarop sodanige korttyd begin, vertoon word.

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

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

#### 13. GETALSVERHOUDING.

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

(2) 'n Werkewer mag nie 'n deeltydse depotassistent in enige depot in diens neem nie, tensy hy 'n voltydse depotassistent in daardie depot in diens het, en vir elke voltydse depotassistent in diens in enige depot, mag hoogstens een deeltydse depotassistent in sodanige depot in diens wees; met dien verstande dat sodanige deeltydse depotassistent sleg in diens mag wees saam met en gedurende dieselfde werkure wat genoemde voltydse depotassistent in diens is, maar 'n deeltydse depotassistent mag op die volgende tye alleen werk: —

- (a) Vir hoogstens vyf uur op Saterdae;
- (b) vir hoogstens een uur per dag in een aaneenlopende tydperk op weeksdae; en
- (c) wanneer dit nodig is om noodwerk te verrig.

(3) 'n Werkewer moet 'n skoommaker in diens hê voordat hy 'n vlekuithaler in diens mag neem, en hy moet minstens een skoommaker in diens hê vir elke vier, of gedeelte van vier, vlekuithalers wat by hom in diens is.

(4) Vir die toepassing van hierdie klousule mag 'n werkewer of sy fabrieksbestuurder wat uitsluitlik of hoofsaaklik die pligte van 'n skoommaker of onderhoudman of klerklike werknemer in sy bedryfsinrigting verrig, geag word 'n skoommaker of onderhoudman of gekwalifiseerde klerklike werknemer, na gelang van die geval, te wees; met dien verstande dat 'n werkewer wat gebruik wil maak van die voordeel van hierdie klousule, eers die Raad skriftelik in kennis moet stel van die soort werk waarin hy uitsluitlik of hoofsaaklik werkzaam is.

(5) 'n Ongekwalifiseerde klerklike werknemer, faktuurklerk, fynstopper, depotassistent of nasiener, wat minstens die besoldiging ontvang wat in subklousule 4 (1) onderskeidelik vir 'n gekwalifiseerde klerklike werknemer, faktuurklerk, fynstopper, depotassistent of nasiener voorgeskryf is, mag geag word 'n gekwalifiseerde klerklike werknemer, faktuurklerk, fynstopper, depotassistent of nasiener, na gelang van die geval, te wees.

(6) 'n Werkewer mag hoogstens ses afhalers wat slegs vanuit sy fabriek moet optree, in diens neem, maar hy mag daarbenewens, of in die plek daarvan, hoogstens twee afhalers vir elke gekwalifiseerde depotassistent wat by hom in diens is, in diens neem; met dien verstande dat indien 'n werkewer se bedryfsinrigtings nie 'n fabriek insluit nie, hy hoogstens twee afhalers vir elke gekwalifiseerde depotassistent wat by hom in diens is, in diens mag neem.

(7) In subklousules (1), (5) en (6) van hierdie klousule sluit die vermelding van 'n depotassistent nie 'n deeltydse depotassistent in nie.

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

#### 14. OORPAKKE EN BESKERMENDE KLERE.

Elke werkewer moet alle oorpakke en/of beskermende klerre, wat hy sy werknemers gelas om te dra of wat hy regtens of ingevoerde regulasie aan sy werknemers moet verskaf, gratis verskaf en in 'n goeie toestand onderhou.

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

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

**16. PREMIUMS.**

No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

**17. TERMINATION OF EMPLOYMENT.**

(1) Not less than one week's notice in writing in the case of a weekly paid employee and not less than one month's notice in writing in the case of a monthly paid employee shall be given by an employer or employee who desires to terminate a contract of employment. In the case of a weekly paid employee, the notice shall be given on or before the usual pay day of the establishment for such employee and shall commence to run from the Monday after such pay day. In the case of a monthly paid employee, the notice shall be given on or before the last work day of the month and shall commence to run from the first day of the month immediately succeeding; provided that an employer or his employee shall be entitled to terminate the contract of employment by paying or forfeiting one week's or one month's remuneration, as the case may be, in lieu of such notice, and provided further that the foregoing shall not affect—

- (a) the right of an employer or employee to terminate the contract of employment without notice for any good cause recognised by law as sufficient;
- (b) any agreement between the employer and employee providing for a period of notice of equal duration on both sides and for longer than one week or month, as the case may be, in which case such longer period of notice shall be given;
- (c) the right of an employee who is put on short-time for a period of not less than one week to terminate his employment without giving notice;

and provided further that in the case of an employee who has been employed by his employer for less than two consecutive weeks, one working day's notice may be given by an employer or his employee to terminate the contract of employment, such notice to take effect from the time that it is given.

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

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

**(3) Where an employee is absent from work—**

- (a) on account of illness, accident or pregnancy not exceeding a period of 13 weeks; or
- (b) on account of annual leave granted in terms of clause 10 of the Council's Agreement, or on leave at the request or with the permission of the employer not exceeding a period of 13 weeks; or
- (c) on account of undergoing military training.

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

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

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

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

(5) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-clauses (2) and (4) hereof, the employer shall be entitled to deduct and retain such amount from such other benefits as may have been in the process of accrual to such employee at the time of termination of his contract of employment.

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

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

**16. PREMIES.**

Geen werknemer mag regstreeks of onregstreeks enige bedrag betaal of 'n betaling aanneem ten opsigte van die indiensneiming of opleiding van 'n werknemer nie.

**17. DIENSBEEINDIGING.**

(1) Minstens een week skriftelike kennisgewing moet in die geval van 'n weekliks besoldigde werknemer en minstens een maand skriftelike kennisgewing in die geval van 'n maandeliks besoldigde werknemer gegee word deur 'n werkgever of werknemer wat 'n dienskontrak wil beëindig. In die geval van 'n weekliks besoldigde werknemer moet die kennisgewing geskied vóór die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer en moet ingaan vanaf die Maandag na sodanige betaaldag. In die geval van 'n maandeliks besoldigde werknemer moet die kennisgewing vóór of op die laaste werkdag van die maand geskied en moet ingaan vanaf die eerste dag van die eersvolgende maand; met dien verstande dat 'n werkgever of sy werknemer geregtig is om die dienskontrak te beëindig deur een week of een maand se besoldiging te betaal of te verbeur, na gelang van die geval, in plaas van sodanige kennisgewing, en voorts met dien verstande dat voorgaande nie die volgende raak nie:

- (a) die reg van 'n werkgever of werknemer om die dienskontrak sonder kennisgewing om enige regsgeldige rede te beëindig;
- (b) enige Ooreenkoms tussen die werkgever en die werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan beide kante en vir langer as een week of maand, na gelang van die geval, en in so 'n geval moet sodanige langer tydperk van kennisgewing gegee word;
- (c) die reg van 'n werknemer, wat vir 'n tydperk van minstens een week op korttyd geplaas word, om sy diens sonder kennisgewing te beëindig;

en voorts met dien verstande dat in die geval van 'n werknemer wat minder as twee agtereenvolgende weke by sy werkgever in diens was, een werkdag kennis gegee kan word deur 'n werkgever of sy werknemer om sy dienskontrak te beëindig, en sodanige kennisgewing moet in werking tree van die tyd waarop dit gegee word.

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

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

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

- (a) weens siekte, 'n ongeluk of swangerskap vir 'n tydperk van hoogstens 13 weke; of
- (b) weens jaarlike verlof toegestaan ingevolge klosule 10 van die Raad se Ooreenkoms, of met verlof op versoek of met die toestemming van die werkgever vir 'n tydperk van hoogstens 13 weke; of

(c) weens die feit dat hy militêre opleiding onderraan, mag sodanige werknemer nie kennis van diensbeëindiging ontvang as gevolg van sodanige afwesigheid nie; en die tydperk van kennisgewing in subklosule (1) van hierdie klosule genoem, mag nie saamval nie met of gegee word gedurende 'n werknemer se afwesigheid terwyl hy met jaarlikse verlof is toegestaan kragtens klosule 10 nie, of met siekterlof met besoldiging ooreenkomsdig die Raad se Siektesbystandsfondsooreenkoms nie of terwyl hy militêre opleiding onderraan of weens 'n ongeluk of swangerskap vir 'n tydperk van hoogstens 13 weke nie; met dien verstande dat 'n werkgever van 'n werknemer mag vereis om 'n dokterssertifikaat in te dien ten bewyse van enige siekte of ongeluk wanneer hy na sy werk terugkeer.

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

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

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

(5) Ondanks andersluitende bepalings in hierdie Ooreenkoms, is die werkgever, indien enige geld wat die werkgever in die vorm van lone aan 'n werknemer skuld, ontoereikend is om die volle verbeurde bedrag te dek wat in subklosules (2) en (4) hiervan genoem is, geregtig om sodanige bedrag van ander voordele wat ten tyde van die beëindiging van sy dienskontrak ten gunste van die werknemer aan die oploop was, af te trek en te behou.

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

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

#### 18. CERTIFICATES OF SERVICE AND FIRM'S MONTHLY RETURNS.

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

(2) An employer shall, on engaging an employee, require him to produce within fourteen days either a Certificate of Service issued by his last employer in the Trade in accordance with the provisions of sub-clause (1) hereof, or a certificate issued by the Secretary of the Council; provided that this provision shall not be obligatory in respect of an employee who was not previously employed in the laundry, dry cleaning and dyeing trade within trade within the area of jurisdiction of this Council.

(3) Every employer shall submit to the Secretary of the Council on or before the 7th day of such month, a return in the form of Annexure E to this Agreement, showing the full particulars of employees who in the course of the previous month—

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

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

#### 19. INCENTIVE BONUS.

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

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

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

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

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

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

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

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

- (a) Bonus rates shall be determined on such basis as will permit an employee of average capacity to earn at least thirteen per cent more than the minimum wage prescribed for an employee of the category concerned;
- (b) bonus groups shall consist of workers engaged in similar occupations or on operations which must be combined to complete a particular stage of processing;
- (c) the bonus shall be proportional to output above an agreed minimum for each operation or combination of operations;
- (d) bonus earnings for employees forming any group shall bear the same proportion to the group bonus as the hours attended by the individual at his post bear to the total hours similarly recorded for all employees in that group;

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

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

#### 18. DIENSSERTIFIKATE EN MAANDELIKSE OPGAWES VAN FIRMAS.

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

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

(3) Elke werkgewer moet vóór of op die 7de dag van elke maand aan die Sekretaris van die Raad 'n opgawe in die vorm van Aanhangesel E van hierdie Ooreenkoms stuur, met volle besonderhede daarin omtrent werknemers wat in die loop van die voorafgaande maand—

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

(4) Indien geen werknemers gedurende enige maand tot die diens van die werkgewer toegetree het of dit verlaat het nie, of as geen vergadering in die klas van beroep plaasgevind het nie, moet 'n opgawe aan die Sekretaris van die Raad gestuur word ooreenkomsdig die bepalings van subklousule (3) hierbo, wat aandui dat daar geen vergadering in die personeel plaasgevind het nie.

#### 19. AANSPORINGSBONUS.

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

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

(2) (a) Bonusbedrae moet bo en behalwe die minimum lone wat in klousule 4 van hierdie Ooreenkoms voorgeskryf is, betaal word.

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

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

(d) Behoudens die bepalings van klousule 5 (2) van die Ooreenkoms, moet bonusverdiene met gereeld tussenposes, wat deur die betrokke afdelingskomitee bepaal moet word, betaal word.

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

(3) Met betrekking tot 'n aansporingskema waarby werknemers, uitgesonderd bestellingwerwers, afhalers, motorvoertuigbestuurders graad I, depotassisteente of deeltydse depotassisteente betrokke is, moet die onderstaande van toepassing wees:

- (a) Bonusskale moet op dié grondslag bepaal word wat 'n werknemer van gemiddelde vermoë in staat sal stel om minstens 13 persent meer as die minimumloon te verdien wat vir 'n werknemer van die betrokke klas voorgeskryf is;
- (b) bonusgroep moet uit werkers bestaan in soortgelyke beroepe of werkzaamhede wat gesamentlik verrig moet word om 'n besondere stadium van prosesbehandeling te voltooi;
- (c) die bonus moet in verhouding wees tot die produksie bo 'n ooreengekome minimum vir elke werkzaamheid of gesamentlike groep werkzaamhede;
- (d) bonusverdiene vir werknemers wat 'n groep vorm, moet in dieselfde verhouding tot die groepbonus wees as wat die ure wat 'n individu op sy pos deurgebring het, tot die totale ure is, wat op dieselfde manier vir alle werknemers in daardie groep aangeteeken is;

- (e) where the bonus is calculated on hourly performance, no employee shall be penalised for the idle time resulting from causes beyond his control. Such idle time shall not be included in the total of hours worked used in the calculation of bonus, but shall form portion of the aggregate number of ordinary hours worked;
- (f) bonus payments shall only be made in respect of output which conforms to the standards of quality laid down by the employer, and employees shall not be credited with output which does not conform to such standards;
- (g) in the calculation of the standard time for each operation by time study methods, suitable allowances shall be made for quality standards, fatigue and working conditions. Standard times so fixed shall not be amended unless altered processing methods warrant such a change;
- (h) supervising personnel, other than managers or foremen, shall receive a bonus of not less than the average bonus received by the employees whose output they supervise.

#### 20. LOG BOOKS.

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

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

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

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

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

(5) (a) An employer shall direct every driver, canvasser, canvasser's assistant or driver's assistant who is in his employ on the date of publication of this Agreement within thirty days of such date to present himself at the offices of the Council to receive a written statement of his duties in relation to the keeping of log sheets and/or operation of mechanical clocking systems.

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

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

#### 21. WRITTEN AUTHORITY FOR CANVASSERS.

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

#### 22. HOURLY WAGE SHEETS.

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

(a) prescribed hourly rates: 1 hour to 44, 1 hour to 46;

(b) leave pay: 1 to 12 months.

For the purpose of this clause "establishment" shall not include a vehicle or depot.

#### 23. INSURANCE OF WAGES IN CASE OF FIRE.

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

- (e) indien die bonus op werk per uur bereken word, mag geen werknemer vir tyd waarin hy as gevolg van oorsake waaroor hy nie beheer het nie gewerk het nie, gependiseer word nie. Sodanige tyd waarin hy nie gewerk het nie moet nie in die totale getal ure gewerk, waarvolgens die bonus bereken word, ingesluit word nie, maar moet deel van die totale getal gewone ure uitmaak wat gewerk is;
- (f) bonus moet slegs ten opsigte van produksie betaal word wat met die standaarde van gehalte, deur die werkewer bepaal, ooreenkoms en werknemers moet nie met produksie gekrediteer word wat nie met sylke standaarde ooreenkoms nie;
- (g) by die berekening van die standaardtyd vir elke werkzaamheid deur middel van tydstudiemetodes, moet behoorlik toegelaat word vir gehaltestandaarde, vermoeidheid en werktoestande. Standaardtye aldus vasgestel, moet nie gewysig word nie, tensy veranderde metodes van prosesbehandeling so'n verandering regverdig;
- (h) toesighoudende personeel, uitgesonderd bestuurders of voormanne, moet 'n bonus van minstens die gemiddelde bonus ontvang wat die werknemers ontvang oor wie se produksie hulle toesig hou.

#### 20. LOGBOEK.

(1) Elke werkewer moet aan elke bestellingwerwer en motorvoertuigbestuurder in sy diens 'n logboek in die vorm van Aanhanger B van hierdie Ooreenkoms verskaf.

(2) (a) Elke bestellingwerwer en motorvoertuigbestuurder moet nadat die logboek genoem in subklousule (1) aan hom verskaf is, die genoemde daagliks log in duplo so naas moontlik byhou in die voorgeskrewe vorm ten opsigte van 'elke dagtaak deur hom en sy assistent(e) verrig, en moet binne 24 uur na die voltooiing van die dagtaak waarop dit betrekking het, 'n duplikaat daarvan aan sy werkewer bessorg.

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

(3) Elke werkewer moet 'n kopie invul en 'n duplikaatkopie van die daagliks log, wat ooreenkomsig subklousule (2) hiervan aan hom besorg is, vir 'n tydperk van drie jaar na die aangestippte voorvalle bewaar.

(4) Waar aanvangs- en sluitingstye meganies aangeteken word, is die bepalings van subklousules (1), (2) en (3) hiervan nie van toepassing nie; met dien verstande dat sodanige aantekenings ook vir 'n tydperk van drie jaar na die aangestippte voorvalle bewaar word.

(5) (a) Elke motorvoertuigbestuurder, bestellingwerwer, bestellingwerwer se assistent of 'n motorvoertuigbestuurder se assistent wat in sy diens is op die datum waarop hierdie Ooreenkoms gepubliseer is, moet binne 30 dae daarna deur sy werkewer gelas word om hom by die kantore van die Raad aan te meld ten einde 'n skriftelike staat van sy pligte met betrekking tot die byhou van logboekstate en/of bediening van meganiese inklokstelsels te ontvang.

(b) Elke motorvoertuigbestuurder, bestellingwerwer, bestellingwerwer se assistent, of motorvoertuigbestuurder se assistent moet binne 30 dae na die aanvang van sy diens by enige werkewer deur sodanige werkewer gelas word om homself by die kantore van die Raad aan te meld ten einde 'n skriftelike staat van sy pligte met betrekking tot die byhou van logboekstate en/of bediening van meganiese inklokstelsels te ontvang.

(c) Elke motorvoertuigbestuurder, bestellingwerwer, bestellingwerwer se assistent, of 'n motorvoertuigbestuurder se assistent moet die opdragte nákom wat sy werkewer kragtens paragrawe (a) of (b) hiervan aan hom uitreik en 'n erkenning van die ontvangs van genoemde pligstaat onderteken.

#### 21. SKRIFTELKE MAGTIGING VIR BESTELLINGWERWERS.

Elke bestellingwerwer, afhaler of motorvoertuigbestuurder graad I, wat goedere wat gewas, droogskoongemaak of gekleur moet word, vra, aanvra of werf, of sodanige artikels ná die prosesbehandeling aflewer, moet te alle tye in besit wees van 'n magtigingsertifikaat in die vorm van Aanhanger C van hierdie Ooreenkoms, deur sy werkewer onderteken en aan hom uitgereik.

#### 22. UURLOONSTATE.

Elke werkewer moet in sy bedryfsinrigting op 'n plek wat vir werknemers maklik toeganklik is, uurloonstate tentoonstel wat die onderstaande aantoon:

(a) Voorgeskrewe uurloonskale: 1 tot 44 uur, 1 tot 46 uur;

(b) verlofbesoldiging: 1 tot 12 maande.

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

#### 23. VERSEKERING VAN LONE INGEVAL VAN BRAND.

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

## 24. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) Every employer operating in the laundry, dry cleaning and dyeing trade, or occupier of any premises where one or more employees are engaged in the laundry, dry cleaning and dyeing trade, shall within one month from the date of commencement of operations or the occupation of such premises by him, or within one month from the date of coming into operation of this Agreement, whichever is the latter, notify the Secretary of the Council, in writing, of the following particulars:—

- (A) His full name and residential address;
- (B) the title or trade name of his business;
- (C) the full address of his business, including the P.O. Box number (if any) and the telephone number (if any);
- (D) the nature of the business (i.e. whether a factory and whether a laundry and/or dry cleaning and/or dyeing establishment);
- (E) the trade names and addresses of all depots;
- (F) the full names, business addresses, residential addresses and trade names of all agents or independent contractors who are customers of or agents to such employer or occupier;
- (G) the following particulars relating to all the employees employed by him in the laundry, dry cleaning and dyeing trade as at the date of such notification, namely:—
  - (a) Their full names (surnames and first names);
  - (b) their clocking numbers (if any);
  - (c) their classification (category of work);
  - (d) the dates on which they started work with the particular employer;
  - (e) the wages received by them;
  - (f) the numbers of their reference books or identity documents;
  - (g) their race and sex;
  - (h) whether adults or minors;
  - (i) their Council numbers (if available).

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

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

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

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

(5) Upon receipt of the information required to be furnished in terms of sub-clauses (1), (2) and (3) of this clause, the Secretary of the Council shall issue to the employer or occupier of the premises concerned a certificate of registration setting out the names of the person or persons to whom it is issued, the title or trade name under which the business has been registered with the Council, and the address of the business; provided that the Secretary of the Council shall not register a title or trade name of a new business which is identical to or substantially the same as a title or trade name already registered with the Council. In the event of the employer or occupier of the premises concerned refusing or failing, upon request of the Secretary of the Council, to submit a new title or trade name which is not identical to or substantially the same as one which is already registered with the Council, the Secretary of the Council shall register the business concerned in the personal name of the employer or occupier concerned, and in the event of a partnership in the personal names of one or more of the partners concerned.

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

## 25. EXEMPTIONS.

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

## 24. REGISTRASIË VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgever wat in die Wassery-, Droogkoonmaak, en Kleurbedryf is of 'n okkuperer is van 'n perseel waar een of meer werknemers in die Wassery-, Droogkoonmaak- en Kleurbedryf werk, moet binne een maand na die aanvang van werkzaamhede of die okkupasie van sodanige perseel deur hom, of binne een maand nadat hierdie Ooreenkoms van krag geword het, naamlik die jongste datum, die Sekretaris van die Raad skriftelik in kennis stel van die volgende besonderhede:—

- (A) Sy volle naam en woonadres;
- (B) die titel of handelsnaam van sy besigheid;
- (C) die volle adres van sy besigheid, met inbegrip van die posbusnommer, indien daar een is, en die telefoonnummer, indien daar een is;
- (D) die aard van die besigheid (d.w.s. 'n fabriek en of dit 'n wassery en/of droogkoonmakery en/of kleurbedryfs-inrigting is);
- (E) die handelsname en adresse van alle depots;
- (F) die volle name, besigheidsadresse, woonadresse en handelsname van alle agente of onafhanklike kontraktante wat klante is van of agente is vir sodanige werkgever of okkuperer;
- (G) die volgende besonderhede met betrekking tot alle werknemers wat by hom in diens is in die Wassery-, Droogkoonmaak- en Kleurbedryf op die datum van sodanige kennisgiving, nl.—
  - (a) Hulle volle name (vanne en voorname);
  - (b) hulle inkloknommers (indien daar is);
  - (c) hulle klas (kategorie van werk);
  - (d) die datums waarop hulle by die betrokke werkgever begin werk het;
  - (e) die lone wat hulle ontvang;
  - (f) die nommers van hulle bewysboeke of persoonskaarte;
  - (g) hulle ras en geslag;
  - (h) of hulle volwassenes of minderjariges is;
  - (i) hulle Raadnommers (indien dit beskikbaar is).

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

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

- (a) Die volle name van al die direkteure en die volle naam van die persoon wat werklik in beheer van elke tak van die besigheid is;
- (b) die volle naam van die Sekretaris van die maatskappy;
- (c) die adres van die geregistreerde kantore van die maatskappy, die posbusnommer ingesluit (indien daar een is) en die telefoonnummer (indien daar een is).

(4) Indien daar enige verandering plaasvind in die besonderhede wat ingevolge subklousules (1), (2) en (3) van hierdie klousule vereis word, uitgesonder die besonderhede in paragraaf (G) van subklousule (1) genoem, moet die werkgever of die okkuperer van die betrokke perseel binne veertien dae vanaf die datum waarop sodanige verandering plaasgevind het aan die Sekretaris van die Raad 'n skriftelike kennisgiving stuur wat die volle besonderhede van sodanige verandering meld.

(5) Wanneer hy die inligting ontvang wat ingevolge subklousules (1), (2) en (5) van hierdie klousule verskaf moet word, moet die Sekretaris van die Raad aan die werkgever of okkuperer van die betrokke perseel 'n registrasiesertifikaat uitreik wat die name van die persoon of persone aan wie dit uitgereik word, aangee asook die titel of handelsnaam waaronder die besigheid by die Raad geregistreer is en die besigheidsadres; met dien verstande dat die Sekretaris van die Raad nie 'n titel of 'n handelsnaam van 'n nuwe besigheid mag registreer wat identies of hoofsaaklik dieselfde is as 'n titel of 'n handelsnaam wat alreeds by die Raad geregistreer is nie. Ingeval die werkgever of okkuperer van die betrokke perseel weier of ingebreke bly om op die versoek van die Sekretaris van die Raad 'n nuwe titel of handelsnaam in te dien wat nie identies of wesenlik dieselfde is as een wat alreeds by die Raad geregistreer is nie, moet die Sekretaris van die Raad die betrokke besigheid registreer op die persoonlike naam van die betrokke werkgever of okkuperer, en indien dit 'n vennootskap is, op die persoonlike name van een of meer van die betrokke vennote.

(6) Vir die toepassing van hierdie klousule beteken "okkuperer" enige persoon wat die algemene bestuur en beheer van die perseel het, en indien daar twee of meer sodanige persone is, omvat dit al sodanige persone.

## 25. VRYSTELLINGS.

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

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

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

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

(4) The Secretary of the Council shall—

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

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

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

#### 26. RECORDS TO BE KEPT BY EMPLOYERS.

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

- (a) A wage register in terms of section fifty-seven of and regulations under the Act;
- (b) a register listing all employees in alphabetical order, in the form of Annexure "F" to this Agreement;
- (c) an annual leave register in the form of Annexure "G" to this Agreement;
- (d) a record of the working times of each of the employees, in terms of section nine of Act No. 22 of 1941.

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

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

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

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

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

#### 27. COUNCIL FUNDS.

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

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

(2) The total amount so deducted from employees, together with an equal amount which shall be contributed by the employer himself, shall be forwarded by the latter to the Secretary of the Council on or before the 7th day of the month succeeding that during which the deductions were required to be made, together with a statement showing the number of employees from whom the deductions were made.

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

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

- (a) Die betrokke persoon se naam voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleent word;
- (c) die voorwaarde ooreenkomsdig die bepalings van subklousule (2) hiervan vasgestel, waarop die vrystelling verleent word; en
- (d) die tyd wat die vrystelling van krag moet bly.

(4) Die Sekretaris van die Raad moet—

- (a) al die vrystellingsertifikate wat uitgereik word, agtereenvolgens nommer;
- (b) 'n afskrif van elke vrystellingsertifikaat behou wat uitgereik word; en
- (c) in die geval van 'n vrystelling wat aan 'n werknemer verleent word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkewer stuur.

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

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

#### 26. REGISTERS WAT WERKGEWERS MOET BYHOU.

(1) Elke werkewer moet te alle tyde die volgende registers, waarin met ink geskryf moet word, byhou:—

- (a) 'n Loonregister kragtens artikel sewe-en-vyftig van, en die regulasies kragtens die Wet;
- (b) 'n alfabetiese diensregister in die vorm van Aanhangsel F van hierdie Ooreenkoms;
- (c) 'n register van jaarlike verlof in die vorm van Aanhangsel G van hierdie Ooreenkoms;
- (d) 'n register van die werktye van elkeen van die werknemers, ingevolge artikel nege van Wet No. 22 van 1941.

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

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

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

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

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

#### 27. FONDSE VAN DIE RAAD.

Die bevoegdheid om die Fondse van die Raad te beheer en te administreer, berus by die Raad en die Fondse word op die volgende wyse verskaf:—

(1) Op elke betaaldag na die inwerkingtreding van hierdie Ooreenkoms, moet elke werkewer vier sent per week aftrek van die loon van elkeen van sy werknemers, uitgesonderd los werknemers, wat in daardie week gewerk het en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf is; met dien verstande dat die bedrae van besoldiging wat 'n werknemer ontvang voordat hy met jaarlike verlof gaan, afgetrek moet word vir enige verloftydperk en vakansiedae met besoldiging, wat vir die toepassing hiervan geag word gewone tyd te wees wat gewerk is.

(2) Die totale bedrag wat aldus van werknemers se lone afgetrek is, tesame met 'n gelyke bedrag wat deur die werkewer self bygedra moet word, moet deur laagste enige vóór of op die 7de dag van die maand wat volg op dié waarin die bedrae afgetrek moes word, tesame met 'n staat wat die getal werknemers aantoon van wie die bedrae afgetrek is, aan die Sekretaris van die Raad gestuur word.

## 28. EXHIBITIONS OF AGREEMENT.

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

## 29. PURCHASE OF GOODS.

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

## 30. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

## 31. EMPLOYEES NOT SPECIFIED.

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

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

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

## 32. ULTRA VIRES.

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

## 33. RECOGNITION OF THE TRADE UNIONS.

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

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

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

(3) Upon being requested in writing by an employee to do so, an employer shall deduct from the wages of that employee the amount of the employee's trade union subscriptions and forward the amount so deducted, by not later than the last day of the month succeeding the month during which the deductions were made, to the Secretary of the Union, P.O. Box 6781, Johannesburg, together with a statement specifying the details of such deductions.

## 34. AGENTS.

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

Signed at Johannesburg on behalf of the parties this 31st day of March, 1964, in terms of section *thirty-one* of the Industrial Conciliation Act, 1956.

J. LEWIN,  
Chairman of the Council.

G. P. DARWELL,  
Vice-Chairman of the Council.

MRS. D. AFRICA,  
Vice-Chairman of the Council.

M. KAGAN,  
Secretary of the Council.

## 28. VERTONING VAN OOREENKOMS.

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

## 29. KOOP VAN GOEDERE.

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

## 30. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD.

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

## 31. WERKNEMERS NIE GESPESIFISEER NIE.

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

(2) Afgesien daarvan dat sekere kategorieë werk nie gespesifieer is nie, moet alle bepalings van hierdie Ooreenkoms wat toepaslik is, op die diensvooraardes van sodanige werknemers van toepassing wees.

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

## 32. ULTRA VIRES.

Indien enigeen van die bepalings van hierdie Ooreenkoms deur enige bevoegde geregshof *ultra vires* verklaar word, word die oorblywende bepalings van hierdie Ooreenkoms die Ooreenkoms geag te wees en moet vir die onverstreke tydperk van hierdie Ooreenkoms van krag bly.

## 33. ERKENNING VAN DIE VAKVERENIGINGS.

(1) Elke werkewer moet die sekretarisse van die vakverenigings of enige beampies van die vakverenigings wat skriftelik daartoe deur die vereniging gemagtig is, of enige lid van die verenigings se uitvoerende komitees wat sodanige sekretarisse of beampies vergesel, toelaat om die bedryfsinrigting van tyd tot tyd tydens die middagete- of teelpouse binne te gaan ten einde—

(a) werknemers in verband met sake van die vakvereniging te spreek;

(b) nuwe lede in te skryf;

(c) kennisgewings wat deur die vakvereniging uitgereik word, op te plak of te versprei.

(2) Die lede van die vakverenigings in elke bedryfsinrigting het die reg om een of meer skakelbeampte of skakelkomitees uit hulle geledere aan te stel en die betrokke werkewer moet aan sodanige skakelbeampte en/of skakelkomitees volle erkenning verleen en redelike fasiliteite versaf vir vergaderings deur hulle, en samesprekings met hulle aangaande sake waaroor geskille ontstaan het, en sake wat die werktoestande van die betrokke werknemers in die algemeen raak.

(3) Wanneer 'n werkewer skriftelik deur 'n werknemer daartoe versoek word, moet die werkewer van die loon van daardie werknemer die bedrag van die werknemer se vakvereniginglede-geld af trek en die bedrag wat aldus afgetrek is, voor of op die laaste dag van die maand wat volg op die maand waarin die aftrekkings gedoen is, aan die Sekretaris van die Vakvereniging, Posbus 6781, Johannesburg, stuur, tesame met 'n staat wat die besonderhede van sulke aftrekkings spesifiseer.

## 34. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanset om met die toepassing van hierdie Ooreenkoms behulpzaam te wees. Dit is die plig van elke werkewer en elke werknemer om sodanige agente toe te laat, ooreenkombig die bepalings van die Wet, om sodanige ondersoek in te stel en om sodanige boeke en/of dokumente te ondersoek en/of beslag daarop te leê en om sodanige persone te ondervra, as wat vir hierdie doel nodig mag wees.

Namens die partye op hede die 31ste dag van Maart 1964 in Johannesburg onderteken, ingevolge artikel *een-en-dertig* van die Wet op Nywerheidsversoening, 1956.

J. LEWIN,  
Voorsitter van die Raad.

G. P. DARWELL,  
Ondervoorsitter van die Raad.

(Mev.) D. AFRICA,  
Ondervoorsitter van die Raad.

M. KAGAN,  
Sekretaris van die Raad.

## ANNEXURE A.

PAY ENVELOPE.

Name of Employer	Clock No.
Name of Employee	
Occupation of Employee	
For Week Ending	Wage Rate
Total Wage for	hours worked.....
Overtime for	hours worked.....
Holiday Pay for	months worked.....
TOTAL.....	
Less Deductions:	
Trade Union.....	
Sick Benefit Fund.....	
Unemployment Fund.....	
Industrial Council.....	
Others.....	
TOTAL DEDUCTIONS.....	
	NET AMOUNT DUE.

## AANHANGSEL A.

LOONKOEVERT.

## ANNEXURE B.

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

P.O. Box 1609, JOHANNESBURG.

**DAILY LOG SHEET.**

PARTICULARS TO BE FILLED IN BY EMPLOYEES DAILY.

Date..

www.nature.com/scientificreports/

Day \_\_\_\_\_ Date \_\_\_\_\_  
Name of Canvasser \_\_\_\_\_ Route No. \_\_\_\_\_  
Name of Driver \_\_\_\_\_  
Name of Canvasser's or Driver's Assistant \_\_\_\_\_ Vehicle No. \_\_\_\_\_

## HOURS OF WORK.

			Of Canvasser.	Of Driver.	Of Canvasser's or Driver's Assistant.
Starting Time.....					
Finishing Time.....					
Total Interval.....					

Breakdowns (if any) \_\_\_\_\_  
Date handed in to Firm's Office \_\_\_\_\_  
Signature of Canvasser \_\_\_\_\_  
Signature of Driver \_\_\_\_\_ Signature of Canvasser's or Driver's Assistant \_\_\_\_\_

FOR FIRM'S OFFICE USE ONLY.

By Canvasser's or Driver's Assistant  
Overtime Hours Worked:—  
By Canvasser \_\_\_\_\_  
By Driver \_\_\_\_\_

Overtime Hourly Rate:—  
Of Canvasser \_\_\_\_\_  
Of Driver \_\_\_\_\_

By Canvasser's or Driver's Assistant \_\_\_\_\_ Of Canvasser's or Driver's Assistant \_\_\_\_\_  
Signature of Employer or Person Authorised by him \_\_\_\_\_ Date checked \_\_\_\_\_  
Failure by either the employer or employee to complete these sheets is a contravention which renders both the employer and employ

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

## AANHANGSEL B.

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

POSBUS 1609, JOHANNESBURG.

## DAAGLIKSE LOG.

## BESONDERHEDE WAT DAAGLIKS DEUR WERKNEMERS INGESKRYF MOST WORD.

Dag.....

Datum.....

Naam van bestellingwerwer.....

Roetenommer.....

Naam van motorvoertuigbestuurder.....

Naam van bestellingwerwer of bestuurder se assistent.....

Voertuignommer.....

## WERKURE.

	Van bestellingwerwer.	Van motorvoertuigbestuurder.	Van bestellingwerwer of motorvoertuigbestuurder se assistent.
Begintyd.....			
Ophoutyd.....			
Etenspouse.....			

Defekte aan voertuie (indien daar is).....

Datum by firma se kantoor ingehandig.....

Handtekening van bestellingwerwer.....

Handtekening van motorvoertuigbestuurder.....

Handtekening van bestellingwerwer of motorvoertuigbestuurder se assistent.....

## SLEGS VIR DIE KANTOORGEBRUIK VAN DIE FIRMA.

Gewone ure gwerk:—

Deur bestellingwerwer.....

Deur motorvoertuigbestuurder.....

Deur bestellingwerwer of motorvoertuigbestuurder se assistent.....

Oortydure gwerk:—

Deur bestellingwerwer.....

Deur motorvoertuigbestuurder.....

Deur bestellingwerwer of motorvoertuigbestuurder se assistent.....

Handtekening van werkewer of persoon deur hom gemagtig.....

Oortyduurskaal:—

Van bestellingwerwer.....

Van motorvoertuigbestuurder.....

Van bestellingwerwer of motorvoertuigbestuurder se assistent.....

Datum nagesien.....

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

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

## ANNEXURE C.

## COLLECTOR'S CARD.

Name of Firm.....

Address of Firm.....

Phone.....

This Permit Authorizes.....

Reference Book No.....

Employee's Council No.....

to Collect for the above Firm Articles to be Dry Cleaned, Laundered or Dyed.

Employer's Signature.

Year Month.	Monthly Signature of Employer.	Month.	Monthly Signature of Employer.	Month.	Monthly Signature of Employer.	Month.	Monthly Signature of Employer.
Jan.....	.....	April....	.....	July....	.....	Oct....	.....
Feb.....	.....	May....	.....	Aug....	.....	Nov....	.....
March....	.....	June....	.....	Sept....	.....	Dec....	.....

## AANHANGSEL C.

## AFHALER SE KAART.

Naam van firma	
Adres van firma	Foon
Hierdie permit magtig	
Bewysboeknommer	
Werknemer se Raadsnommer	
om vir die bogenoemde firma goedere af te haal vir droogskoonmaak, was of kleur.	
<i>Werkgwer se handtekening.</i>	

Jaar Maand.	Werkgwer se handtekening, maandeliks.	Maand.	Werkgwer se handtekening, maandeliks.	Maand.	Werkgwer se handtekening, maandeliks.	Maand.	Werkgwer se handtekening, maandeliks.
Januarie...		April....		Julie....		Oktoper.	
Februarie...		Mei....		Augustus		Nov....	
Maart...		Junie....		Sept....		Des....	

## ANNEXURE D.

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

P.O. Box 1609, Johannesburg.

## CERTIFICATE OF SERVICE.

Name of Employee (in full)	Employee's Council No.						
Identity No.							
Name of Firm.	Classification on Engagement.	Date Started Work.	Wage on Engagement.	Date of Termination.	Wage on Termination.	Classification on Termination.	Stamp and Signature of Employer.

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

## AANHANGSEL D.

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

Posbus 1609, Johannesburg.

## DIENSSERTIFIKAAT.

Volle naam van werknemer		Werknemer se Raadsnommer					
Persoonsnommer							
Naam van firma.	Klassifikasie by indiensneming.	Datum waarop werk begin is.	Loon by indiensneming.	Datum van beëindiging.	Loon by beëindiging.	Klassifikasie by beëindiging.	Stempel en Handtekening van werkgwer.

Hierdie sertifikaat moet deur die werkgwer ingeval en by diensbeëindiging aan die werknemer oorhandig word.

**ANNEXURE E (FRONT).**

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

P.O. Box 1609, JOHANNESBURG.

Name of Firm  
Please Note:

- Monthly Employment Return for the Month of \_\_\_\_\_

(1) This form must be forwarded to the Council in duplicate, by the 7th day of each month, in respect of the month immediately preceding. One copy will be endorsed by the Council and returned to the employer as proof of receipt.

(2) The information to be furnished on this form applies to the following employees:—

All those who were engaged or whose services were terminated or whose classification of work was changed during the above-stated month. Except employees whose wage exceeds R130 per month or R30 per week.

(3) All columns must be filled in to the extent to which they apply. Read headings carefully.

(4) Nil returns must also be rendered. Just write "Nil" across form, date it and sign it.

(5) Please Type or Write in Block Letters.

**SECTION A.—EMPLOYEES WHOSE SERVICES WERE TERMINATED DURING ABOVE MONTH**

P.T.O.

PLEASE TURN OVER—FOR ENGAGEMENTS OR RE-CLASSIFICATIONS.

P.T.O

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AANHANGSEL E (VOORKANT).

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## NYWERHEIDSRAAD VIR DIE WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYE (TRANSVAAL)

—POSBUS 1602 JOHANNESBURG

Naam van Firma

### **Maandelikse Diensoopgaaf vir die maand**

**Let Wel:** (1) Hierdie vorm moet in duplo aan die Raad gestuur word voor of op die 7de dag van elke maand, ten opsigte van die maand wat dit onmiddellik vooraf gaan. Een afskrif sal deur die Raad geëindosseer word en aan die werkgever as ontvangsbewys teruggestuur word.  
(2) Die inligting wat op hierdie vorm versere moet word is van toepassing op die volgende maand.

Almal wat in diens getree het, of wie se diens beëindig is, of wie se klas werk verander is gedurende bogenoemde maand. Uitgesonderd werknemers wie se loon meer as R130 per maand of R30 per week is.

(3) Alle kolomme moet ingevul word na die mate waarin hulle van toepassing is. Lees die opskrifte noukeurig.  
 (4) Geen opgawes moet ook gemeld word. Skryf net „Geen” oor die vorm, met die datum en teken dit.  
 (5) Tik of skryf asseblief in blokletters.

#### **AFDELING A.—WERKNEMERS WIE SE DIENS GEDURENDE BOGENOEMDE MAAND BEFINNIG IS.**

BLAAL OM.

## BLAAI ASB. OM—VIR INDIENSNEMINGS OF HER-KLASSIFIKASIES.

BLAAI OM.

P.T.O.

## ANNEXURE E (BACK).

PLEASE TURN OVER—FOR TERMINATIONS AND SPECIAL NOTES.

P.T.O.

## SECTION B.—EMPLOYEES WHO ENTERED YOUR SERVICE DURING ABOVE MONTH.

Council Number (if known).	Employee's Surname. (This applies also to Natives.)	Employee's First Name(s).	Identity Number.	Clock Number (if any).	Race.	Sex.	Age (if over 18 State A).	Classification on Engagement.	Date of Engagement.	Wages on Engagement.	Previous Employer (if known).

\* \* \* \* \*

## SECTION C.—EMPLOYEES WHOSE CLASS OF EMPLOYMENT HAS CHANGED DURING ABOVE MONTH.

Date. 19 \_\_\_\_\_ (Signed) \_\_\_\_\_ Signature of Employer or Person Authorised.

Council Number.	Employee's Surname. (This applies also to Natives.)	Employee's First Name(s).	Identity Number.	Clock Number (if any).	Previous Classification.	Previous Wage Rates.	New Classification.	New Wage Rates.	Date of Change.

## AANHANGSEL E (AGTERKANT).

BLAAI OM.

BLAAI ASB. OM—VIR DIENSBEËINDIGINGS EN SPESIALE AANTEKENINGE.

BLAAI OM.

## AFDELING B.—WERKNEMERS WAT U DIENS GEDURENDE BOGENOEMDE MAAND BETREE HET.

Raadnommer (indien bekend).	Werknemer se van. (Dit is ook op Naturelle van toepassing.)	Werknemer se voornaam (-name).	Persoons-nommer.	Inkloknommer (indien daar een is).	Ras.	Geslag.	Ouderdom (indien ouer as 18 jr. noem ouderdom)	Klassifikasie by indiensneming.	Datum van indiensneming.	Loon by indiensneming.	Vorige werkgewer (indien bekend).

\* \* \* \* \*

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

Datum. 19 \_\_\_\_\_ (Gefeken) \_\_\_\_\_ Handtekening van werkgewer of gemagtigde persoon.

Raadnommer.	Werknemer se van. (Dit is ook op Naturelle van toepassing.)	Werknemer se voornaam (-name).	Persoons-nommer.	Inkloknommer (indien daar een is).	Vorige klassifikasie.	Vorige loonskaal.	Nuwe klassifikasie.	Nuwe loonskaal.	Datum van verandering.