



# Government Gazette

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### GOVERNMENT NOTICES.

#### DEPARTMENT OF LABOUR.

No. R.2095.]

[29th December, 1967.

#### INDUSTRIAL CONCILIATION ACT, 1956

#### LAUNDRY, DRY CLEANING AND DYEING TRADE, TRANSVAAL

#### MAIN AGREEMENT

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Dry Cleaning and Dyeing Trade, shall be binding from the 1st January, 1968, and for the period ending the 31st March, 1970, upon the employers' organizations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organizations or unions;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement excluding those contained in clauses 1 (a), 2, 33 and 34, shall be binding from the 1st January, 1968, and for the period ending the 31st March, 1970, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Municipal Area of Johannesburg;
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Municipal Area of Johannesburg and from the 1st January, 1968, and for the period ending the 31st March, 1970, the provisions of the said Agreement excluding those contained in clauses 1 (a), 2, 6 (8), 30, 33 and 34, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,  
Minister of Labour.

### GOEWERMENTSKENNISGEWINGS.

#### DEPARTEMENT VAN ARBEID.

No. R.2095.]

[29 Desember 1967.

#### WET OP NYWERHEIDSVERSOENING, 1956

#### WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF, TRANSVAAL

#### HOOFOOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en wat op die Wassery-, Droogskoonmaak- en Kleurbedryf betrekking het, vanaf 1 Januarie 1968 en vir die tydperk wat op 31 Maart 1970 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 33 en 34, vanaf 1 Januarie 1968 en vir die tydperk wat op 31 Maart 1970 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die munisipale gebied van Johannesburg;
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 6 (8), 30, 33 en 34, vanaf 1 Januarie 1968 en vir die tydperk wat op 31 Maart 1970 eindig, in die munisipale gebied van Johannesburg *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,  
Minister van Arbeid.

## SCHEDULE

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

## MAIN AGREEMENT

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

Transvaal Launderers', Cleaners' and Dyers, Association  
and

Johannesburg Dry Cleaners' and Launderers Association  
(hereinafter called the "employers" or "employers' organizations")  
of the one part and the

National Union of Laundering, Cleaning and Dyeing Workers  
and

Laundry, Cleaning and Dyeing Workers' Union of South Africa  
(hereinafter called "the employees" or "the trade unions") of the  
other part,

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

## 1. SCOPE OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Municipal area of Johannesburg by all employers who are members of the Employers' Organisations and engaged in the Laundry, Dry Cleaning and Dyeing Trade, and by all employees who are members of the Trade Unions and are employed in the said Trade.

(b) Notwithstanding the provisions of sub-clause (a), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in this Agreement.

(c) Notwithstanding the provisions of sub-clauses (a) and (b) above, the terms of clauses 7 (1) to (6) inclusive, 8, 9, 11 and 26 (1) (d) of this Agreement shall not apply to or in respect of employees who are in receipt of regular remuneration of R46.15 (forty-six Rand fifteen Cents) or more per week or of R200 (two hundred Rand) or more per month.

## 2. PERIOD OF OPERATION OF AGREEMENT

The Agreement shall come into operation on such date as may be specified by the Minister of Labour and shall remain in force up to and including the 31st day of March, 1970, or for such period as may be determined by the Minister.

## 3. DEFINITIONS

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

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

## (A) General (Definitions applicable to all Sections)

"Act" means the Industrial Conciliation Act, 1956;

"Agreement" means the Agreement published and made binding upon employers and employees in the Laundry, Dry Cleaning and Dyeing Trade, in accordance with the provisions of the Industrial Conciliation Act, 1956;

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

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

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

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

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

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

"clerical employee, male, unqualified" means a male clerical employee who has had less than three years' experience;

"clerical employee, female, qualified" means a female clerical employee who has had not less than two years' experience;

"clerical employee, female, unqualified" means a female clerical employee who has had less than two years' experience;

## BYLAE

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

## HOOFOOREENKOMS

ooreenkomstig die bepalings van die Wet op Nywerheidsversoeniging, 1956, gesluit en aangegaan deur en tussen die

Transvaal Launderers', Cleaners' and Dyers' Association

en

Johannesburg Dry Cleaners' and Launderers' Association

(hieronder die „werkgewers” of „werkgewersorganisasies” genoem),  
aan die een kant, en die

National Union of Laundering, Cleaning and Dyeing Workers

en

Laundry, Cleaning and Dyeing Workers' Union of South Africa

(hieronder die „werknemers” of die „vakverenigings” genoem),  
aan die ander kant,

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

## 1. BESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied van Johannesburg nagekom word deur alle werkgewers wat lede van die Werkgewersorganisasies is en die Wassery-, Droogskoonmaak- en Kleurbedryf uitoefen, en deur alle werknemers wat lede van die Vakvereniging is en in genoemde Bedryf in diens is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(c) Ondanks die bepalings van subklousules (a) en (b) hierbo is die bepalings van klousules 7 (1) tot en met (6), 8, 9, 11, en klousule 26 (1) (d) van hierdie Ooreenkoms nie van toepassing nie op of ten opsigte van enige werknemer wat 'n gereelde loon van R46.15 (ses-en-veertig rand vyftien sent) of meer per week of R200 (tweehonderd rand) of meer per maand ontvang.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid vasstel en bly van krag tot en met 31 Maart 1970, of vir dié tydperk wat die Minister mag bepaal.

## 3. WOORDOMSKRYWINGS

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

Waar daar van 'n Wet melding gemaak word, word daarmee ook alle wysigings van sodanige Wet bedoel, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken:

## (A) Algemeen (woordomsrywings op alle afdelings van toepassing)

„Wet” die Wet op Nywerheidsversoeniging, 1956;

„Ooreenkoms” die Ooreenkoms wat gepubliseer en bindend gemaak word vir werkgewers en werknemers in die Wassery-, Droogskoonmaak- en Kleurbedryf ooreenkomstig die bepalings van die Wet op Nywerheidsversoeniging, 1956;

„ketelbediener” 'n werknemer wat 'n ketel stook en/of die waterstand en stoomdruk op peil hou;

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

„los werknemer” 'n werknemer wat hoogstens twee dae in 'n week by dieselfde werkgewer in diens is;

„onderbaas” 'n werknemer wat, onder toesig van 'n voorman, voorvrou, skoonmaker of kleurder, in beheer staan van 'n groep of afdeling werknemers;

„klerklike werknemer” 'n werknemer, uitgesonderd 'n faktuurklerk of aantekenaar, tydopnemer of magasynman wat algemene kantoorwerk verrig waarby skryfwerk, tikwerk of ander vorms van klerklike werk betrokke is, en omvat dié 'n kassie (uitgesonderd 'n kassier in 'n depot), telefonis, tikster of loonklerk;

„klerklike werknemer, man, gekwalifiseer” 'n manlike klerklike werknemer met minstens drie jaar ondervinding;

„klerklike werknemer, man, ongekwalifiseer” 'n manlike klerklike werknemer met minder as drie jaar ondervinding;

„klerklike werknemer, vrou, gekwalifiseer” 'n vroulike klerklike werknemer met minstens twee jaar ondervinding;

„klerklike werknemer, vrou, ongekwalifiseer” 'n vroulike klerklike werknemer met minder as twee jaar ondervinding;

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

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

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

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

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

"daily wage" means the weekly wage of the employee concerned divided by—

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

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

"depot attendant" means an employee who inside a depot is engaged in one or more of the following operations—

- (a) inviting, soliciting or receiving from customers articles to be laundered, cleaned or dyed, and/or re-issuing to customers such articles after processing;
- (b) the acceptance of money from customers;
- (c) acting as a cashier to or attendant or supervisor of a coin machine or of any self-operated or similar automatic laundry, dry cleaning or dyeing machine;
- (d) the banking of moneys;
- (e) the keeping of records of the depot;
- (f) the supervision of collectors, grade III;

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

"depot attendant, unqualified" means a depot attendant who has had less than twelve months' experience;

"driver" means an employee other than a collector engaged in driving a motor vehicle for one or more of the following purposes—

- (a) acting as a chauffeur;
- (b) transporting goods between a factory and its depots, collection points or agents;
- (c) transporting stores, spares or personnel;
- (d) collecting and/or delivering of carpets and/or furnishings and/or furniture in response to orders previously placed with the factory or depot, collector, agent or independent contractor;
- (e) delivering only of orders and accepting payment therefor;
- (f) collecting from and/or delivering to contract customers goods to be laundered, dry cleaned or dyed;

For the purpose of this clause "contract customer" shall mean customers, other than retail customers, who on a contract or by arrangement provide wholesale orders to be laundered, dry cleaned or dyed; and "driving a motor vehicle" includes all periods of driving and any time spent by the driver in connection with the vehicle or load and all periods during which he is obliged to remain at his post in readiness to drive;

"driver's assistant" means an employee who accompanies a driver or his employer to load and unload goods, but who may not drive a vehicle nor make out invoices or receipt vouchers for goods;

"emergency work" means any work which, owing to the breakdown of machinery or plant, or to the breakdown or threatened breakdown of buildings or to other unforeseen circumstances such as fire, storm, accident, epidemic, violence or sudden illness, must be carried out urgently, and includes work to be done in connection with the loading and unloading of railway trucks or vehicles of the S.A. Railways and Harbours;

"employees not specified"—see clause 31;

"establishment" means any premises in or in connection with which one or more employees are engaged in any activity involved in the laundering, cleaning or dyeing occupations, and includes a depot and/or a vehicle;

"afhaler, graad I" 'n werknemer wat oor minstens een afhaler, graad II, toesig hou en wat van 'n motorvoertuig gebruik maak om nuwe of herhaalbestellings vir goedere wat gewas, droogskoongemaak of gekleur moet word, te werf, te vra of aan te vra; en wat goedere mag ontvang, wat gewas, droogskoongemaak of gekleur moet word, goedere aan klante mag aflewer en betaling ten opsigte daarvan mag ontvang;

"afhaler, graad II" 'n werknemer wat 'n motorvoertuig bestuur vir die doel om, of wat vanuit 'n motorvoertuig werk om nuwe of herhaalbestellings vir goedere wat gewas, droogskoongemaak of gekleur moet word, te ontvang, te vra of aan te vra, en wat goedere aan klante kan aflewer en betaling ten opsigte daarvan kan ontvang;

"afhaler, graad III" 'n werknemer wat te voet of per trapfiets nuwe of herhaalbestellings vir goedere wat gewas, droogskoongemaak of gekleur moet word, ontvang, vra of aanvra, en wat goedere aan klante kan aflewer en betaling ten opsigte daarvan kan ontvang, pryse op fakture kan invul en fakture kan uitreik en ook die werksaamhede van 'n arbeider kan verrig in of in verband met die depot of fabriek waaruit hy gewoonlik werk;

"afhaler se assistent" 'n werknemer wat sy werkgewer of 'n afhaler graad I of graad II, vergesel om goedere te laai of af te laai en wat, wanneer hy so 'n werkgewer of afhaler vergesel, goedere op bevel van so 'n werkgewer of afhaler kan ontvang en aflewer, maar wat nie 'n voertuig mag bestuur, fakture mag uitmaak of bewysstukke vir goedere mag ontvang nie;

"Raad" of "Nywerheidsraad" die Nywerheidsraad vir die Wassery-, Droogskoongemaak- en Kleurbedryf (Transvaal), geregistreer ingevolge die Wet op Nywerheidsversoenings, 1956;

"dagloon" die weekloon van die betrokke werknemer gedeel deur—

- (a) vyf in die geval van 'n werknemer wat gewoonlik vyf dae in 'n week werk;
- (b) vyf en 'n half in die geval van 'n werknemer wat gewoonlik ses dae in 'n week werk;
- (c) ses in die geval van 'n wag;

"depot" 'n perseel, uitgesonderd 'n voertuig, wat gebruik word vir die aanneming of ontvangs van artikels van klante vir was, droogskoongemaak of kleur, of waarin of waaruit gewaste, skoongemaakte of gekleurde artikels deur klante afgehaal word of aan klante terugbesorg word;

"depotassistent" 'n werknemer wat binne 'n depot een of meer van die volgende werksaamhede verrig—

- (a) artikels wat gewas, skoongemaak of gekleur moet word van klante vra, aanvra of ontvang, en/of sulke artikels ná prosesbehandeling weer aan klante uitreik;
- (b) geld van klante ontvang;
- (c) optree as kassier vir of as assistent of toesighouer by 'n muntmasjien of by enige selfbedienings- of soortgelyke outomatiese was-, droogskoongemaak- of kleurmajjien;
- (d) geld bank;
- (e) die depot se registers byhou;
- (f) oor afhalers, graad III, toesig hou;

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

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

"motorvoertuigbestuurder" 'n ander werknemer as 'n afhaler wat 'n motorvoertuig vir een of meer van die volgende doeleindes bestuur—

- (a) as chauffeur optree;
- (b) goedere tussen 'n fabriek en die depots, afhaalplekke of agente daarvan vervoer;
- (c) voorrade, onderdele of personeel vervoer;
- (d) tapyte en/of meubeltoebehore en/of meubels afhaal en/of aflewer volgens bestellings wat vantevore by die fabriek of depot, afhaler, agent of onafhanklike kontraktant geplaas is;
- (e) slegs bestellings aflewer en betaling daarvoor aanneem;
- (f) goedere wat gewas, droogskoongemaak of gekleur moet word by kontraktklante gaan afhaal en/of aflewer.

Vir die toepassing van hierdie lousule beteken "kontrakklante" klante, uitgesonderd kleinhandelklante, wat op kontrak of volgens ooreenkomste groothandelbestellings verskaf om gewas, droogskoongemaak of gekleur te word; en omvat 'n "motorvoertuig bestuur" alle bestuurtydperke en enige tyd wat die bestuurder in verband met die voertuig of vrag bestee en alle tydperke waarin hy verplig is om op sy pos gereed te bly om te bestuur;

"motorvoertuigbestuurder se assistent" 'n werknemer wat 'n motorvoertuigbestuurder of sy werkgewer vergesel om goedere te laai of af te laai, maar wat nie 'n voertuig mag bestuur of fakture of ontvangsbewyse vir goedere mag uitmaak nie;

"noodwerk" enige werk wat weens die onklaarraking van masjinerie of installasie, of deurdat geboue ineenstort of dreig om ineen te stort of as gevolg van ander onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad of skielike siekte, sonder versuim verrig moet word, en omvat dit werk wat gedoen moet word in verband met die laai en aflaai van spoorwaens of voertuie van die S.A. Spoorweë en Hawens;

"werknemers nie gespesifiseer nie"—vergelyk klousule 31;

"bedryfsinrigting" enige perseel waarin of in verband waarmee een of meer werknemers in diens is in enige werksaamheid betrokke by die beroepe van was, droogskoongemaak of kleur en omvat dit 'n depot en/of 'n voertuig;

"examiner" means an employee engaged in examining for faults or blemishes articles after the completion of the processes of laundering or cleaning and the finishing processes involved;

"experience" means the total period or periods of employment which an employee has had in the particular occupation in which he is engaged;

"foreman" means a male employee who is in charge of the employees in an establishment and who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

"forewoman" means a female employee who is in charge of the employees in an establishment and who is responsible for the efficient performance by them of their duties;

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

- (a) stirring a dye solution during the process of dyeing;
- (b) wrapping and tying parcels;
- (c) cleaning or polishing premises, vehicles, machinery or implements;
- (d) assisting a maintenance man, but who shall not use the tools himself in rendering such assistance unless on unskilled work under the direct personal supervision of such maintenance man;
- (e) brushing articles prior to processing;
- (f) carrying articles from one department of an establishment to another;
- (g) sorting articles, but not according to customers' or bulk identification marks nor according to customers' lists or dockets or the firm's invoices;
- (h) loading and unloading articles on to or from vehicles or other conveyances;
- (i) shaking out articles in preparation for the next process;
- (j) making tea or similar beverages;
- (k) in relation to vehicles, filling petrol tanks, draining and filling oil sumps; removing, filling and replacing batteries; oiling and greasing motor or other vehicles; pumping air; removing, replacing or changing wheels, rims, tyres and tubes, repairing punctures; raising or lowering vehicles by means of a jack or hoist; checking for leaks and tightening studs, bolts and nuts; and/or fitting or replacing fan-belts and/or grease nipples;
- (l) removing paint from and cleaning vans in preparation for painting, rubbing down, filling primer and putty or painting parts of vehicles by brush;
- (m) demolishing buildings or other structures;
- (n) loosening, taking out, breaking or spreading stone, soil, clay or sand, digging trenches, foundations or other excavation work or sieving by hand;
- (o) mixing mortar, concrete, stone or bitumen, or transporting it by barrow or shovel;
- (p) removing refuse or ashes;
- (q) chipping scale from and cleaning boilers;
- (r) operating a hand hoist;
- (s) moving machinery or equipment;
- (t) folding statements and inserting them in envelopes, sealing envelopes, rubber stamping, mailing correspondence and parcels, or collecting mail;
- (u) under supervision, attaching labels to articles for subsequent identification;
- (v) stacking and unstacking, weighing to set scale or counting consumable supplies or spares;
- (w) remaining at a post inside premises to check the entry and exit of persons;

"handyman" means an employee who, under the supervision of a maintenance man, is engaged in making minor repairs and adjustments to machinery, plant, buildings or other equipment, and who may oil and grease machinery, including overhead shafting, replace belts and apply belt dressing;

"hourly wage" means the weekly wage of the employee divided by—

- (a) forty-six in the case of a collector, driver of a motor-driven vehicle (other than a part-time driver), a collector's assistant or driver's assistant;
- (b) seventy-two in the case of a watchman;
- (c) twenty-five in the case of a part-time depot attendant;
- (d) forty-four in the case of all employees other than those specified in (a), (b) and (c) hereof, and other than casual employees;
- (e) in the case of casual employees "hourly wage" shall mean the daily wage divided by eight;

"incentive bonus" or "bonus" means—

- (a) in the case of a factory worker a bonus directly related to output; and
- (b) in the case of collectors, depot attendants and part-time depot attendants, a commission directly related to cash takings;

"invoice clerk" means an employee, other than a collector, depot attendant or part-time depot attendant, engaged in entering up and pricing articles on the firm's invoices;

"invoice clerk, male, qualified" means a male invoice clerk who has had not less than twelve months' experience;

"invoice clerk, male, unqualified" means a male invoice clerk who has had less than twelve months' experience;

"invoice clerk, female, qualified" means a female invoice clerk who has had not less than twelve months' experience;

"invoice clerk, female, unqualified" means a female invoice clerk who has had less than twelve months' experience;

„ondersoeker" 'n werknemer wat artikels ná die voltooiing van die was- of skoonmaak- en die afrondprosesse daarby betrokke, vir foute of vlekke ondersoek;

„ondervinding" die totale tydperk of tydperke diens wat 'n werknemer gehad het in die besondere beroep waarin hy werksaam is;

„voorman" 'n manlike werknemer wat in beheer staan van die werknemers in 'n bedryfsinrigting, kontrole oor sodanige werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig;

„voorvrou" 'n vroulike werknemer wat in beheer staan van die werknemers in 'n bedryfsinrigting en wat daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig;

„algemene werknemer" 'n werknemer wat een of meer van die volgende werksaamhede verrig—

- (a) 'n kleuroplossing gedurende die kleurproses roer;
- (b) pakkette toedraai en vasbind;
- (c) persele, voertuie, masjinerie of implemente skoonmaak of poleer;
- (d) 'n onderhoudman help maar wat nie self die gereedskap by sodanige hulpverlening mag gebruik nie, tensy hy dit gebruik vir ongeskoolde werk onder die regstreekse persoonlike toesig van sodanige onderhoudman;
- (e) goedere afborsel voordat hulle 'n prosesbehandeling ondergaan;
- (f) goedere van een afdeling na 'n ander afdeling van 'n bedryfsinrigting dra;
- (g) artikels sorteer, maar nie volgens klante- of massatuikenningsmerke nie en ook nie volgens klantelyste of etikette of die firma se fakture nie;
- (h) artikels op voertuie of ander vervoermiddels laai of daarvan aflaai;
- (i) artikels uitskud ter voorbereiding vir die volgende proses;
- (j) tee of soortgelyke drankke maak;
- (k) met betrekking tot voertuie, petroltenks vul; oliebakke aftap en vul; batterye uithaal, vul en terugplaas; motor- of ander voertuie olie en smeer; lug inpomp; wiele, vellings, buite- en binnebande verwyder, terugplaas of omruil; lekke regmaak; voertuie met 'n domkrag of hystoestel oplog of neerlaat; lekke nagaan en tapboute, boute en moere aandraai; en/of waaierbande en/of ghriesnippels aanbring of vervang;
- (l) verf van bestelwaens verwyder en hulle skoonmaak ter voorbereiding vir verf, afvryf, grondlaag of stopverf aansit of dele van voertuie met 'n kwas verf;
- (m) geboue of ander bouwerke sloop;
- (n) klip, grond, klei of sand losmaak, uithaal, breek of strooi; slote, fondamente of ander uitgrawings grawe, of met die hand sif;
- (o) dagha, beton, klip of bitumen meng of dit met 'n kruitwa of skopgraaf vervoer;
- (p) vuilgoed of as verwyder;
- (q) ketelsteen van ketels afpak en hulle skoonmaak;
- (r) 'n handhystoestel bedien;
- (s) masjinerie of uitrusting verskuif;
- (t) state opvou en dit in koeverte plaas, koeverte verseël, stempel met rubberstempel, korrespondensie en pakkette pos, of pos gaan haal;
- (u) onder toesig etikette aan artikels vasheg vir latere identifisering;
- (v) verbruikbare voorrade of onderdele opstapel of afpak, met 'n gestelde skaal weeg of tel;
- (w) op 'n pos binnekant die perseel bly om die in- en uitgang van persone te kontroleer;

„faktotum" 'n werknemer wat onder die toesig van 'n onderhoudman, klein herstelwerk en verstellings aan masjinerie, installasie, geboue of ander uitrusting doen, en wat masjinerie, met inbegrip van bo-asse, mag olie en smeer, dryfbande mag vervang en bandsmeersel aansit;

„uurloon" die weekloon van 'n werknemer, gedeel deur—

- (a) ses-en-veertig in die geval van 'n afhaler, 'n motorvoertuigbestuurder (uitgesonderd 'n deeltydse motorvoertuigbestuurder), 'n afhaler se assistent of 'n motorvoertuigbestuurder se assistent;
- (b) twee-en-sewentig in die geval van wagte;
- (c) vyf-en-twintig in die geval van 'n deeltydse depotassistent;
- (d) vier-en-veertig in die geval van alle werknemers, uitgesonderd dié wat spesifiek in (a), (b) en (c) hiervan genoem word, en uitgesonderd los werknemers;
- (e) in die geval van los werknemers beteken „uurloon" die dagloon gedeel deur agt;

„aansporingsbonus" of „bonus"—

- (a) in die geval van 'n fabriekswerker, 'n bonus regstreeks in verhouding tot produksie; en
- (b) in die geval van afhalers, depotassistent en deeltydse depotassistent, 'n kommissie regstreeks in verhouding tot kontantopbrengste;

„faktuurklerk" 'n werknemer, uitgesonderd 'n afhaler, depot-assistent of 'n deeltydse depotassistent, wat artikels op die firm se fakture inskryf en van pryse voorsien;

„faktuurklerk, man, gekwalifiseer," 'n manlike faktuurklerk met minstens twaalf maande ondervinding;

„faktuurklerk, man, ongekwalifiseer," 'n manlike faktuurklerk met minder as twaalf maande ondervinding;

„faktuurklerk, vrou, gekwalifiseer," 'n vroulike faktuurklerk met minstens twaalf maande ondervinding;

„faktuurklerk, vrou, ongekwalifiseer," 'n vroulike faktuurklerk met minder as twaalf maande ondervinding;

"Laundry, Dry Cleaning and Dyeing Trade" or "Trade" means without in any way limiting the ordinary meaning of the expression, the trade carried on in establishments where articles are laundered, cleaned or dyed to the order of customers, and shall include depots where such articles are received in order to be laundered, cleaned or dyed to the order of customers, but excludes the dyeing of fur pelts;

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

In the laundry and dry cleaning sections:—  
Washers, extractors, tumblers and carpet shampooing machines.

In the dyeing section:—

All machines other than pressing machines:

Provided that a machine operator may be required—

- to oil and grease his machine or machines, to repair belts and carry out minor adjustments;
- to determine and record the length and weight of processed articles;
- to weigh or measure out dyestuffs or other chemicals or ingredients;
- to classify articles for processing;

"maintenance man" means a mechanic or artisan responsible for the maintenance of and repairs to machinery, plant, buildings or other equipment; and who may be assisted by one or more general employees working under his direct personal supervision;

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

"monthly wage"—see clause 4 (2);

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

"part-time driver" means an employee who is ordinarily engaged with his employer in this Trade on duties other than driving a motor vehicle, but who is required or permitted for not more than 22 hours in the aggregate in any week and not more than the following hours in the aggregate on any day—

- 3½ in the case of an employee normally engaged in a six-day week;
- 4½ in the case of an employee normally engaged in a five-day week;

to perform the duties of a driver, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver while in charge of the vehicle or on work connected with the vehicle or the load; and "vehicle" includes any motor vehicle irrespective of its weight;

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

"plain sewer" means an employee who is engaged in one or more of the following operations—

- tacking trouser turn-ups;
- attaching hat bands;
- replacing press studs and/or hooks and eyes and/or buttons;

"receiving depot attendant"—see "depot attendant";

"recorder" means an employee engaged in one or more of the following operations—

- weighing or counting and recording quantities;
- recording performance times and other particulars relating to production;
- directing and/or recording the progress of work through the factory;
- booking out parcels and/or completing stereotyped forms, other than wage records, for costing or record purposes;

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

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

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

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

"Trade" see "Laundry, Dry Cleaning and Dyeing Trade";

"unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two- or three-wheeled motor cycle, motor scooter or autocycle or cycle fitted with an auxiliary engine, the unladen weight shall be deemed not to exceed 1,000 lbs.;

"Wassery-, Droogskoonmaak- en Kleurbedryf" of "Bedryf", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die bedryf wat in bedryfsinrigtings uitgeoefen word waar artikels gewas, skoongemaak of gekleur word volgens die bestelling van klante, en omvat dit depots waar sulke artikels ontvang word om gewas, skoongemaak of gekleur te word volgens die bestelling van klante, maar uitgesonderd die kleur van pelse;

"masjienbediener" 'n werknemer wat een of meer van die volgende masjiene bedien, met inbegrip van 'n masjien wat die werk van twee of meer sulke masjiene verrig:—

In die wassery- en droogskoonmaakafdelings:—  
Wasmasjiene, uitdraaiers, tuimelaars en tapytsjampoomasjiene.

In die kleurafdeling:—

Alle masjiene behalwe parsmasjiene:

Met dien verstande dat daar van 'n masjienbediener vereis mag word—

- om sy masjiene of masjiene te olie en te smeer, dryfbande te herstel en klein verstellings te doen;
- om die lengte en gewig van prosesbehandelde artikels te bepaal en aan te teken;
- om kleurstowwe of ander chemikalieë of bestanddele af te weeg of af te meet;
- om artikels vir prosesbehandeling te klassifiseer;

"onderhoudman" 'n werktuigkundige of ambagsman wat verantwoordelik is vir die onderhoud van en reparasies aan masjinerie, installasie, geboue of ander uitrusting en deur een of meer arbeiders wat onder sy regstreekse persoonlike toesig werk, gehelp mag word;

"heelmaker" 'n werknemer, uitgesonderd 'n fynstopper wat kleidingstukke of ander geweepte of gebreide artikels heelmaak;

"maandloon"—vergelyk kousule 4 (2);

"oortydwerk" alle tyd waarin daar langer gewerk word as die daaglikse of weeklikse ure wat in kousule 7 van hierdie Ooreenkoms voorgeskryf word;

"deeltydse motorvoertuigbestuurder" 'n werknemer wat in gewone omstandighede by sy werkgever in hierdie Bedryf in diens is in ander werksaamhede as die bestuur van 'n motorvoertuig, maar van wie vereis word of wat toegelaat word om vir altesaam hoogstens 22 uur in 'n week en vir altesaam hoogstens die volgende ure op 'n dag die werk van 'n motorvoertuigbestuurder te verrig, nl.—

- 3½ in die geval van 'n werknemer wat gewoonlik ses dae in 'n week werk;
- 4½ in die geval van 'n werknemer wat gewoonlik vyf dae in 'n week werk;

en vir die toepassing van hierdie woordskrywing omvat die uitdrukking "die bestuur van 'n motorvoertuig" alle tydperke waarin daar bestuur word en alle tyd wat die bestuurder bestee terwyl die voertuig onder sy sorg is of aan werk in verband met die voertuig of die vraag, en "voertuig" omvat enige motorvoertuig, ongeag die gewig daarvan;

"deeltydse depotassistent" 'n depotassistent wat op 'n weeklikse of maandelikse grondslag in diens is vir hoogstens die gewone daaglikse of weeklikse werktuie wat in kousule 7 van hierdie Ooreenkoms vir 'n deeltydse depotassistent voorgeskryf word;

"gewone naaldwerker" 'n werknemer wat een of meer van die volgende werksaamhede verrig—

- broekomslae vasrug;
- hoedbande vasheg;
- drukknoppe en/of hakies en ogies en/of knope vervang;

"ontvangdepotassistent"—vergelyk "depotassistent";

"aantekenaar" 'n werknemer wat een of meer van die volgende werksaamhede verrig—

- hoeveelhede weeg of tel en aanteken;
- werktuieperke en ander besonderhede aanteken wat op produksie betrekking het;
- die vordering van die werk deur die fabriek reël en/of aanteken;
- van uitgaande pakkette aantekening hou en/of stereotiepvorms, uitgesonderd loonregisters, vir kosteberekening of naslaandoeleindes invul;

"korttyd" 'n tydelike vermindering van die getal gewone werktuie, vir enige werknemer voorgeskryf, weens 'n algemene onklaarraking van installasie of masjinerie of deurdat geboue dreig om ineen te stort as gevolg van 'n ongeluk of onvoorsiene noodgeval, uitgesonderd 'n brand, of weens 'n tydelike slappe in die bedryf of 'n tekort aan grondstowwe;

"pakhuisman" 'n werknemer wat aantekening hou van die ontvangs, bewaring en uitreiking van verbruikbare voorrade in 'n pakhuis;

"telefonis" 'n werknemer wat 'n handtelefoonsentrale bedien;

"tydopnemer" 'n manlike werknemer wat enige van die aantekening hou, genoem in kousule 26 (1) van hierdie Ooreenkoms, maar wat nie die besoldiging van werknemers mag bereken nie;

"Bedryf" vergelyk "Wassery-, Droogskoonmaak- en Kleurbedryf";

"onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewielige motorfiets, bromponje of bromfiets of trapfiets met hulpmotor, die onbelaste gewig geag word hoogstens 1,000 pond te wees;

"unspecified employees"—see clause 31;

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

"Watchman" means an employee engaged in guarding the premises of any establishment by day or by night.

#### (B) Dry Cleaning Section

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

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

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

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

"cleaner" means an employee who has knowledge of chemicals used in the process of cleaning and who directs or supervises the work of employees in the dry cleaning section of an establishment engaged in cleaning articles by spirit, dry cleaning or wet cleaning processes and who is responsible for the nature of the treatment to be employed in removing spots or stains from articles and who may compound, mix or issue stock solutions to spotters;

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

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

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

"invisible mender, qualified" means an invisible mender who has had not less than twelve months' experience;

"invisible mender, unqualified" means an invisible mender who has had less than twelve months' experience;

"marker" means an employee engaged in one or more of the following operations—

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

"presser"—see "finishing hand";

"sorter" means an employee engaged in one or more of the following operations—

- (a) the sorting and/or assembling of processed articles according to customers' identification marks and/or customers' lists or firm's invoices;
- (b) the verification of identification marks placed on articles: Provided that this shall not include the duties of a checker;

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

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

#### (C) Laundry Section

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

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

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

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

"finishing hand" means an employee other than a calender hand engaged in ironing or pressing articles after they have been laundered, or in the finishing processes of blankets after they have been laundered or dry cleaned; a finishing hand who is engaged in operating a pressing machine may, incidentally to his occupation, carry out minor adjustments to the machine which he normally operates;

„ongespesificeerde werknemers"—vergeelyk klousule 31;

„loon" of „lone" die loon in kontant aan 'n werknemer betaalbaar ingevolge subklousule (1) van klousule 4 ten opsigte van sy gewone werke in klousule 7 voorgeskryf, of sodanige hoër bedrag as wat 'n werkgever gewoonlik aan sy werknemer betaal ten opsigte van sy gewone werke, maar uitgesonderd 'n aansporingsbonus of kommissie wat ingevolge klousule 19 van hierdie Ooreenkoms aan 'n werknemer betaal word of betaalbaar is;

„wag" 'n werknemer wat bedags of snags die persele van 'n bedryfsinrigting bewaak.

#### (B) Droogskoonmaakafdeling

„massasorteerder" 'n werknemer wat prosesbehandelde en ondersoekte artikels volgens die kodemerk van enige ontvangdepot, agent, of afhaler van die werkgever, van mekaar skei, maar hy mag nie artikels volgens die klante se uitkenningsmerke skei nie;

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

„nasiener, gekwalifiseer," 'n nasiener met minstens ses maande ondervinding;

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

„skoonmaker" 'n werknemer met kennis van chemikalieë wat by die skoonmaakproses gebruik word, wat leiding gee aan of toesig hou oor die werk van werknemers in die droogskoonmaakafdeling van 'n bedryfsinrigting wat goedere deur middel van spiritus, droogskoonmaak- of natskoonmaakprosesse skoonmaak, en wat verantwoordelik is vir die aard van die behandeling wat aangewend moet word om kolle of vlekke uit artikels te verwyder en wat standdaardoplossings vir die verwydering van vlekke kan aanmaak, meng of aan vlekuithalers uitreik;

„droëborselaar" 'n werknemer wat artikels nagaan vir merke wat as gevolg van prosesbehandeling ontstaan en wat sodanige merke met 'n droë borsel kan verwyder;

„afwerker" 'n werknemer wat artikels volgens fatsoen stryk, pars of stoom nadat hulle droogskoongemaak is; 'n afwerker wat 'n parsmasjien bedien, kan as bykomstigheid by sy werk, klein verstellings doen aan die masjien wat hy gewoonlik bedien;

„fynstopper" 'n werknemer wat met die hand of masjien goedere (uitgesonderd sykoue of ander kousstofware) bestaande uit geweefde of gebreide materiaal, deur toepassing van die hermelyn- en/of fyndraad- en/of oorstoppesprosesse heelmaak of herstel;

„fynstopper, gekwalifiseer," 'n fynstopper met minstens twaalf maande ondervinding;

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

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

- (a) artikels merk met die klante se uitkenningsmerke, uitgesonderd deur voorafgemerkte linte of lussies daaraan te heg;
- (b) uitkenningsmerke op strokies materiaal of lussies skryf om aan artikels vas te heg;
- (c) sodanige uitkenningsmerke met strokies of fakture vergelyk voordat die betrokke artikels prosesbehandeling ondergaan; en wat artikels met die oog op foute of vlekke kan ondersoek, sodanige artikels vir prosesbehandeling kan klassifiseer en artikels in massa tel en die totaal daarvan aanteken;

„parser"—vergeelyk „afwerker";

„sorteerder" 'n werknemer wat een of meer van die volgende werksaamhede verrig—

- (a) die sortering en/of versameling van prosesbehandelde artikels volgens die klante se uitkenningsmerke en/of lyste van klante of fakture van die firma;
- (b) die kontroliering van uitkenningsmerke wat op artikels aangebring word: Met dien verstande dat dit nie die pligte van 'n nasiener mag omvat nie;

„vlekuithaler" 'n werknemer wat artikels vir die uithaal van vlekke uitsoek en/of wat vlekke uit artikels uithaal deur middel van standdaardoplossings, uitgesonderd seep of 'n seepoplossing of -poier;

„natskoonmaker" of „waterborselaar" 'n werknemer wat artikels met seep of 'n seepoplossing of -poier was, deur middel van 'n borsel, spuit, doek, spons of stoomspuit.

#### (C) Wassery-afdeling

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

„nasiener" 'n werknemer wat prosesbehandelde artikels met die lyste van klante of firma se fakture vergelyk nadat dit gesorteer en versamel is en/of afskrifte van sodanige lyste of fakture maak;

„nasiener, gekwalifiseer," 'n nasiener met minstens ses maande ondervinding;

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

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

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

"presser"—see "finishing hand";

"sorter" means an employee engaged in one or more of the following operations—

- (a) the sorting and/or assembling of processed articles according to customers' identification marks and/or customers' lists or firm's invoices;
- (b) the verification of identification marks placed on articles: Provided that this shall not include the duties of a checker.

#### (D) Dyeing Section

"checker" means an employee engaged in checking with customers' lists or firm's invoices processed articles after they have been sorted and assembled, and/or in copying such lists or invoices, and who may weigh and record weights and quantities of processed articles;

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

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

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

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

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

#### 4. WAGES

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

| CATEGORY                                                                                                                                                                                                                                                                                                                                                                          | Minimum Rates<br>Per Week |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>(A) GENERAL SECTION</b>                                                                                                                                                                                                                                                                                                                                                        |                           |
| 1. Boiler Attendant                                                                                                                                                                                                                                                                                                                                                               | R c 9.15                  |
| 2. Caller Out                                                                                                                                                                                                                                                                                                                                                                     | 9.00                      |
| * Casual Employee—see clauses 4 (3) and 4 (7).                                                                                                                                                                                                                                                                                                                                    |                           |
| 3. Charge Hand:—Not less than R2.00 per week above the minimum wage for the highest paid class of employee in the group or section of which he is in charge.                                                                                                                                                                                                                      |                           |
| 4. (a) Clerical Employee, Male:                                                                                                                                                                                                                                                                                                                                                   |                           |
| First year of experience                                                                                                                                                                                                                                                                                                                                                          | 12.00                     |
| Second year of experience                                                                                                                                                                                                                                                                                                                                                         | 13.00                     |
| Third year of experience                                                                                                                                                                                                                                                                                                                                                          | 16.00                     |
| Thereafter                                                                                                                                                                                                                                                                                                                                                                        | 23.10                     |
| (b) Clerical Employee, Female:                                                                                                                                                                                                                                                                                                                                                    |                           |
| First year of experience                                                                                                                                                                                                                                                                                                                                                          | 11.00                     |
| Second year of experience                                                                                                                                                                                                                                                                                                                                                         | 12.00                     |
| Thereafter                                                                                                                                                                                                                                                                                                                                                                        | 15.70                     |
| 5. (a) Collector Grade I                                                                                                                                                                                                                                                                                                                                                          | 21.80                     |
| (b) Collector Grade II:                                                                                                                                                                                                                                                                                                                                                           |                           |
| If the unladen weight of the vehicle used is up to 1,000 lbs.                                                                                                                                                                                                                                                                                                                     | 16.00                     |
| over 1,000 lbs.                                                                                                                                                                                                                                                                                                                                                                   | 18.50                     |
| (c) Collector Grade III                                                                                                                                                                                                                                                                                                                                                           | 9.00                      |
| In addition, a Collector Grade III shall be paid a commission of five cents on each one Rand's worth of orders for laundry, dry cleaning or dyeing in excess of R25.00 brought in by him during any one week, which shall be calculated on the basis of the prices actually paid by the customers, irrespective of whether or not he personally solicited or invited such orders. |                           |
| (d) Collector's Assistant                                                                                                                                                                                                                                                                                                                                                         | 9.00                      |
| 6. (a) Depot Attendant:                                                                                                                                                                                                                                                                                                                                                           |                           |
| First six months of experience                                                                                                                                                                                                                                                                                                                                                    | 12.00                     |
| Second six months of experience                                                                                                                                                                                                                                                                                                                                                   | 14.00                     |
| Thereafter                                                                                                                                                                                                                                                                                                                                                                        | 16.50                     |
| (b) Part-time Depot Attendant                                                                                                                                                                                                                                                                                                                                                     | 11.00                     |
| 7. (a) Driver:                                                                                                                                                                                                                                                                                                                                                                    |                           |
| If the unladen weight of the vehicle used is up to 1,000 lbs.                                                                                                                                                                                                                                                                                                                     | 10.00                     |
| 1,001 lbs. up to 7,500 lbs.                                                                                                                                                                                                                                                                                                                                                       | 14.50                     |
| over 7,500 lbs.                                                                                                                                                                                                                                                                                                                                                                   | 16.00                     |
| (b) Part-time Driver                                                                                                                                                                                                                                                                                                                                                              | 11.50                     |
| Provided that if the minimum wage prescribed in this sub-clause relating to the ordinary duties of the employee concerned is more than R11.50 such higher wage shall be paid (see also clause 4 (5) (d)).                                                                                                                                                                         |                           |
| (c) Driver's Assistant                                                                                                                                                                                                                                                                                                                                                            | 9.00                      |
| * Employees not specified—see clause 31 (3).                                                                                                                                                                                                                                                                                                                                      |                           |

„merker" 'n werknemer wat artikels vir uitkenning merk en sodanige artikels vir prosesbehandeling kan klassifiseer en artikels in massa tel en die totaal daarvan aanteken;

„parser"—vergelyk „afwerker”;

„sorteerder" 'n werknemer wat een of meer van die volgende werksaamhede verrig—

- (a) die sortering en/of versameling van prosesbehandelde artikels volgens die klante se uitkenningsmerke en/of lyste van klante of die fakture van die firma;
- (b) die kontrolering van uitkenningsmerke wat op artikels aangebring word: Met dien verstande dat dit nie die pligte van 'n nasiener mag omvat nie.

#### (D) Kleurafdeling

„nasiener" 'n werknemer wat prosesbehandelde artikels, nadat dit gesorteer en versamel is, met die lyste van klante of die firma se fakture vergelyk en/of afskrifte van sodanige lyste of fakture maak, en wat prosesbehandelde artikels kan weeg en die gewigte en hoeveelhede daarvan aanteken;

„nasiener, gekwalifiseer," 'n nasiener met minstens ses maande ondervinding;

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

„kleurder" 'n werknemer wat kleurstowwe meng en, aangesien hy vir die kleurproses en/of bleikwerk verantwoordelik is, besluit watter kleurstowwe of kleurstofsamestellings of ander chemikalieë aangewend moet word om die vereiste kleurskakering te verkry, en wat instruksies in verband met die aanwending daarvan uitreik;

„merker" 'n werknemer wat artikels of weefstowwe vóór prosesbehandeling vir uitkenning merk, en wat artikels in massa kan tel en die totaal daarvan aanteken;

„naaldwerker" 'n werknemer wat 'n naaimasjien bedien ten einde lengtes materiaal ter voorbereiding vir die kleurproses aanmekeer te heg.

#### 4. LONE

(1) Behoudens die bepalings van subklousule (7) van hierdie klousule, is die minimum lone wat 'n werkgewer weekliks aan elke lid van ondergenoemde klasse werknemers moet betaal, minstens dié hieronder aangedui en sodanige werknemers moet nie minder aanneem nie as die lone hieronder aangedui, naamlik:—

#### KATEGORIE

Minimum  
Weekloon

#### (A) ALGEMENE AFDELING

|                                                                                                                                                                                                                                                                                                                                                                                   | R c   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 1. Ketelbediener                                                                                                                                                                                                                                                                                                                                                                  | 9.15  |
| 2. Uitroeper                                                                                                                                                                                                                                                                                                                                                                      | 9.00  |
| * Los Werknemer—vergelyk klousules 4 (3) en 4 (7).                                                                                                                                                                                                                                                                                                                                |       |
| 3. Onderbaas: Minstens R2.00 per week bo die minimum loon: vir die hoogs betaalde klas werknemer in die groep of afdeling waarvoor hy beheer voer.                                                                                                                                                                                                                                |       |
| 4. (a) Klerklike werknemer, man:                                                                                                                                                                                                                                                                                                                                                  |       |
| Eerste jaar ondervinding                                                                                                                                                                                                                                                                                                                                                          | 12.00 |
| Tweede jaar ondervinding                                                                                                                                                                                                                                                                                                                                                          | 13.00 |
| Derde jaar ondervinding                                                                                                                                                                                                                                                                                                                                                           | 16.00 |
| Daarna                                                                                                                                                                                                                                                                                                                                                                            | 23.10 |
| (b) Klerklike werknemer, vrou:                                                                                                                                                                                                                                                                                                                                                    |       |
| Eerste jaar ondervinding                                                                                                                                                                                                                                                                                                                                                          | 11.00 |
| Tweede jaar ondervinding                                                                                                                                                                                                                                                                                                                                                          | 12.00 |
| Daarna                                                                                                                                                                                                                                                                                                                                                                            | 15.70 |
| 5. (a) Afhaler, graad I                                                                                                                                                                                                                                                                                                                                                           | 21.80 |
| (b) Afhaler, graad II:                                                                                                                                                                                                                                                                                                                                                            |       |
| Indien die onbelaste gewig van die voertuig wat gebruik word tot 1,000 pond is                                                                                                                                                                                                                                                                                                    | 16.00 |
| bo 1,000 pond is                                                                                                                                                                                                                                                                                                                                                                  | 18.50 |
| (c) Afhaler, graad III                                                                                                                                                                                                                                                                                                                                                            | 9.00  |
| 'n Afhaler, graad III moet ook 'n kommissie van vyf sent betaal word op elke een rand se waarde aan bestellings vir was, droogskoonmaak of kleur bokant R25.00 wat hy in enige bepaalde week inbring, en dit moet bereken word op die grondslag van die pryse werklik deur die klante betaal, ongeag die feit of hy persoonlik sodanige bestellings gevra of aangevra het of nie. |       |
| (d) Afhaler se assistent                                                                                                                                                                                                                                                                                                                                                          | 9.00  |
| 6. (a) Depotassistent:                                                                                                                                                                                                                                                                                                                                                            |       |
| Eerste 6 maande ondervinding                                                                                                                                                                                                                                                                                                                                                      | 12.00 |
| Tweede 6 maande ondervinding                                                                                                                                                                                                                                                                                                                                                      | 14.00 |
| Daarna                                                                                                                                                                                                                                                                                                                                                                            | 16.50 |
| (b) Deeltydse depotassistent                                                                                                                                                                                                                                                                                                                                                      | 11.00 |
| 7. (a) Motorvoertuigbestuurder:                                                                                                                                                                                                                                                                                                                                                   |       |
| Indien die onbelaste gewig van die voertuig wat gebruik word—                                                                                                                                                                                                                                                                                                                     |       |
| tot 1,000 pond is                                                                                                                                                                                                                                                                                                                                                                 | 10.00 |
| 1,001 pond tot 7,500 pond is                                                                                                                                                                                                                                                                                                                                                      | 14.50 |
| Meer as 7,500 pond is                                                                                                                                                                                                                                                                                                                                                             | 16.00 |
| (b) Deeltydse Motorvoertuigbestuurder                                                                                                                                                                                                                                                                                                                                             | 11.50 |
| Met dien verstande dat indien die minimum loon in hierdie subklousule voorgeskryf en wat betrekking het op die gewone pligte van die betrokke werknemer, hoër as R11.50 is, sodanige hoër loon betaal moet word (vergelyk ook klousule 4 (5) (d)).                                                                                                                                |       |
| (c) Motorvoertuigbestuurder se assistent                                                                                                                                                                                                                                                                                                                                          | 9.00  |
| * Werknemers nie gespesifiseer nie—vergelyk klousule 31 (3).                                                                                                                                                                                                                                                                                                                      |       |

| CATEGORY                                                                                                                                                                    | Minimum Rates<br>Per Week<br>R c | KATEGORIE                                                                                                                                                                            | Minimum<br>Weekloon<br>R c |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 8. Examiner:<br>First three months of experience ... .. 9.00<br>Thereafter ... .. 9.70                                                                                      |                                  | 8. Ondersoeker:<br>Eerste 3 maande ondervinding ... .. 9.00<br>Daarna ... .. 9.70                                                                                                    |                            |
| 9. (a) Foreman ... .. 30.00<br>(b) Forewoman ... .. 20.00                                                                                                                   |                                  | 9. (a) Voorman ... .. 30.00<br>(b) Voorvrouw ... .. 20.00                                                                                                                            |                            |
| 10. General Employee ... .. 9.00                                                                                                                                            |                                  | 10. Algemene werknemer ... .. 9.00                                                                                                                                                   |                            |
| 11. Handyman ... .. 11.85                                                                                                                                                   |                                  | 11. Faktotum ... .. 11.85                                                                                                                                                            |                            |
| 12. (a) Invoice Clerk, Male:<br>First six months of experience ... .. 11.00<br>Second six months of experience ... .. 14.50<br>Thereafter ... .. 17.75                      |                                  | 12. (a) Faktuurklerk, man:<br>Eerste 6 maande ondervinding ... .. 11.00<br>Tweede 6 maande ondervinding ... .. 14.50<br>Daarna ... .. 17.75                                          |                            |
| (b) Invoice Clerk, Female:<br>First six months of experience ... .. 10.50<br>Second six months of experience ... .. 12.00<br>Thereafter ... .. 13.50                        |                                  | (b) Faktuurklerk, vrou:<br>Eerste 6 maande ondervinding ... .. 10.50<br>Tweede 6 maande ondervinding ... .. 12.00<br>Daarna ... .. 13.50                                             |                            |
| * Labourer (see General Employee—(A) 10).                                                                                                                                   |                                  | * Arbeider (vergelyk Algemene Werknemer—(A) 10.)                                                                                                                                     |                            |
| 13. Maintenance Man ... .. 34.00                                                                                                                                            |                                  | 13. Onderhoudman ... .. 34.00                                                                                                                                                        |                            |
| 14. Mender ... .. 10.75<br>* See also Invisible Mender—(B) 6.<br>* Part-time Depot Attendant—see 6 (b).<br>* Part-time Driver—see 7 (b).                                    |                                  | 14. Heelmaker ... .. 10.75<br>* Vergelyk ook Fynstopper—(B) 6.<br>* Deeltydse Depotassistent—vergelyk 6. (b).<br>* Deeltydse motorvoertuigbestuurder—vergelyk 7. (b).                |                            |
| 15. Plain Sewer ... .. 9.00<br>* Presser see Finishing Hand—(B) 5. and (C) 3.                                                                                               |                                  | 15. Gewone naaldwerker ... .. 9.00<br>* Parser—vergelyk Afwerker—(B) 5 en (C) 3.                                                                                                     |                            |
| 16. Recorder:<br>First six months of experience ... .. 9.80<br>Second six months of experience ... .. 10.60<br>Thereafter ... .. 12.50                                      |                                  | 16. Aantekenaar:<br>Eerste 6 maande ondervinding ... .. 9.80<br>Tweede 6 maande ondervinding ... .. 10.60<br>Daarna ... .. 12.50                                                     |                            |
| 17. Storeman:<br>First year of experience ... .. 10.10<br>Second year of experience ... .. 11.75<br>Thereafter ... .. 23.10<br>* Telephone operator—see Clerical Employee   |                                  | 17. Pakhuisman:<br>Eerste jaar ondervinding ... .. 10.10<br>Tweede jaar ondervinding ... .. 11.75<br>Daarna ... .. 23.10<br>* Telefonis—vergelyk Klerklike Werknemer.                |                            |
| 18. Timekeeper:<br>First year of experience ... .. 11.00<br>Second year of experience ... .. 13.00<br>Thereafter ... .. 17.50<br>* Unspecified Employees—see clause 31 (3). |                                  | 18. Tydopnemer:<br>Eerste jaar ondervinding ... .. 11.00<br>Tweede jaar ondervinding ... .. 13.00<br>Daarna ... .. 17.50<br>* Ongespesifiseerde werknemers—vergelyk klousule 31 (3). |                            |
| 19. Watchman ... .. 9.00                                                                                                                                                    |                                  | 19. Wag ... .. 9.00                                                                                                                                                                  |                            |
| (B) DRY CLEANING SECTION                                                                                                                                                    |                                  | (B) DROOGSKOONMAAKAFDELING                                                                                                                                                           |                            |
| 1. Bulk Sorter ... .. 9.00<br>* See also Sorter—(B) 9.                                                                                                                      |                                  | 1. Massasorteerder ... .. 9.00<br>* Vergelyk ook Sorteerder (B) 9.                                                                                                                   |                            |
| 2. Checker:<br>First six months of experience ... .. 9.75<br>Thereafter ... .. 11.75                                                                                        |                                  | 2. Nasiener:<br>Eerste 6 maande ondervinding ... .. 9.75<br>Daarna ... .. 11.75                                                                                                      |                            |
| 3. Cleaner ... .. 26.00<br>* See also Wet Cleaner—(B) 11.                                                                                                                   |                                  | 3. Skoonmaker ... .. 26.00<br>* Vergelyk ook Natskoonmaker—(B) 11.                                                                                                                   |                            |
| 4. Dry Brusher ... .. 9.00                                                                                                                                                  |                                  | 4. Droëborselaar ... .. 9.00                                                                                                                                                         |                            |
| 5. Finishing Hand ... .. 9.25                                                                                                                                               |                                  | 5. Afwerker ... .. 9.25                                                                                                                                                              |                            |
| 6. Invisible Mender:<br>First six months of experience ... .. 10.00<br>Second six months of Experience ... .. 12.00<br>Thereafter ... .. 15.00                              |                                  | 6. Fynstopper:<br>Eerste 6 maande ondervinding ... .. 10.00<br>Tweede 6 maande ondervinding ... .. 12.00<br>Daarna ... .. 15.00                                                      |                            |
| 7. Machine Operator ... .. 9.15                                                                                                                                             |                                  | 7. Masjienbediener ... .. 9.15                                                                                                                                                       |                            |
| 8. Marker:<br>First three months of experience ... .. 9.00<br>Thereafter ... .. 9.70                                                                                        |                                  | 8. Merker:<br>Eerste 3 maande ondervinding ... .. 9.00<br>Daarna ... .. 9.70                                                                                                         |                            |
| 9. Sorter:<br>First three months of experience ... .. 9.00<br>Thereafter ... .. 9.70                                                                                        |                                  | 9. Sorteerder:<br>Eerste 3 maande ondervinding ... .. 9.00<br>Daarna ... .. 9.70                                                                                                     |                            |
| 10. Spotter:<br>First three months of experience ... .. 9.00<br>Thereafter ... .. 9.70                                                                                      |                                  | 10. Vlekuithaler:<br>Eerste 3 maande ondervinding ... .. 9.00<br>Daarna ... .. 9.70                                                                                                  |                            |
| 11. Wet Cleaner or Water Brusher ... .. 9.00                                                                                                                                |                                  | 11. Natskoonmaker of Waterborselaar ... .. 9.00                                                                                                                                      |                            |
| (C) LAUNDRY SECTION                                                                                                                                                         |                                  | (C) WASSERY-AFDELING                                                                                                                                                                 |                            |
| 1. Calender Machine or Mangle Operator ... .. 9.15                                                                                                                          |                                  | 1. Kalandermasjien- of mangelbediener ... .. 9.15                                                                                                                                    |                            |
| 2. Checker:<br>First six months of experience ... .. 9.75<br>Thereafter ... .. 11.75                                                                                        |                                  | 2. Nasiener:<br>Eerste 6 maande ondervinding ... .. 9.75<br>Daarna ... .. 11.75                                                                                                      |                            |
| 3. Finishing Hand ... .. 9.25                                                                                                                                               |                                  | 3. Afwerker ... .. 9.25                                                                                                                                                              |                            |
| 4. Machine Operator ... .. 9.15                                                                                                                                             |                                  | 4. Masjienbediener ... .. 9.15                                                                                                                                                       |                            |
| 5. Marker:<br>First three months of experience ... .. 9.00<br>Thereafter ... .. 9.70                                                                                        |                                  | 5. Merker:<br>Eerste 3 maande ondervinding ... .. 9.00<br>Daarna ... .. 9.70                                                                                                         |                            |
| 6. Sorter:<br>First three months of experience ... .. 9.00<br>Thereafter ... .. 9.70                                                                                        |                                  | 6. Sorteerder:<br>Eerste 3 maande ondervinding ... .. 9.00<br>Daarna ... .. 9.70                                                                                                     |                            |
| (D) DYEING SECTION                                                                                                                                                          |                                  | (D) KLEURAFDELING                                                                                                                                                                    |                            |
| 1. Checker:<br>First six months of experience ... .. 9.75<br>Thereafter ... .. 11.75                                                                                        |                                  | 1. Nasiener:<br>Eerste 6 maande ondervinding ... .. 9.75<br>Daarna ... .. 11.75                                                                                                      |                            |
| 2. Dyer ... .. 34.00                                                                                                                                                        |                                  | 2. Kleurder ... .. 34.00                                                                                                                                                             |                            |
| 3. Machine Operator ... .. 9.15                                                                                                                                             |                                  | 3. Masjienbediener ... .. 9.15                                                                                                                                                       |                            |
| 4. Marker:<br>First three months of experience ... .. 9.00<br>Thereafter ... .. 9.70                                                                                        |                                  | 4. Merker:<br>Eerste 3 maande ondervinding ... .. 9.00<br>Daarna ... .. 9.70                                                                                                         |                            |
| 5. Sewer ... .. 9.00                                                                                                                                                        |                                  | 5. Naaldwerker ... .. 9.00                                                                                                                                                           |                            |

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

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

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

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

- (a) where an employee performs, for any period on one or more days per week, work of another class for which a higher wage than that of his own class is prescribed in sub-clause (1) of this clause for a period of not less than ten weeks in the aggregate within a period of six consecutive months or less, he shall, after the completion of such ten weeks, be paid in respect of the whole week during which he performed any work in such higher paid class and in respect of any overtime which he performed during such week, wages calculated at the higher rate of wages prescribed for such higher paid work in sub-clause (1) of this clause;
- (b) the provisions of paragraph (a) shall not apply, however, if after the completion of the aforesaid ten weeks the higher wage was not required to be paid in terms of this sub-clause for a period of at least four consecutive weeks;
- (c) the wage referred to in this sub-clause includes such higher amount as an employer regularly pays to an employee in respect of his ordinary hours of work excluding any incentive bonus or commission paid or payable to such employee in terms of clause 19 of this Agreement;
- (d) whenever a part-time driver is required or permitted to drive a motor vehicle for more than 22 hours in the aggregate in any week or for more than the following hours in the aggregate on any day—
  - (i) 3½ in the case of an employee normally engaged in a six-day week;
  - (ii) 4½ in the case of an employee normally engaged in a five-day week

he shall in respect of the whole of such week or day (as the case may be) and in respect of any overtime worked during such week or on such day (as the case may be) be paid not less than the wage prescribed for a full-time driver driving a motor vehicle of the same weight as that driven by such part-time driver [see also item (A) 7 (b) of wage scale].

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

(7) For the purpose of this clause, the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in sub-clause (5) hereof and in clause 6, an employee shall be paid in respect of an establishment's normal working week not less than his full weekly wage, whether he had in that week worked the maximum number of ordinary hours prescribed in clause 7 or less. A casual employee shall be paid in accordance with the provisions prescribed in sub-clause (3) of this clause.

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

(9) Extra remuneration:—

- (a) On the first pay-day after this Agreement comes into operation, each employer shall, in addition to the remuneration prescribed under sub-clause (1) of this clause, pay to each employee in his employment on the said day, of the classes specified in the said sub-clause, extra remunera-

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

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

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

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

- (a) waar 'n werknemer vir enige tydperk op een of meer dae per week, vir 'n tydperk van altesaam minstens tien weke in 'n tydperk van ses agtereenvolgende maande of korter, werk van 'n ander klas verrig waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) van hierdie klousule voorgeskryf word, hy na afloop van sodanige tien weke, vir die hele week waartydens hy enige werk in sodanige hoër besoldigde klas verrig het en vir enige oortydwerk wat hy gedurende sodanige week verrig het, 'n loon betaal moet word bereken teen die hoër lone vir sodanige hoër besoldigde werk in subklousule (1) van hierdie klousule voorgeskryf;
- (b) die bepalings van paragraaf (a) egter nie van toepassing is nie indien daar ná voltooiing van genoemde tien weke nie ingevolge hierdie subklousule vereis was dat die hoër loon vir 'n tydperk van minstens vier agtereenvolgende weke betaal moes word nie;
- (c) die loon wat in hierdie subklousule vermeld word, sodanige hoër bedrag insluit as wat 'n werkgewer gereeld aan 'n werknemer betaal ten opsigte van sy gewone werkuur, uitgesonderd enige aanspoeringsbonus of kommissie wat aan sodanige werknemer ingevolge klousule 19 van hierdie Ooreenkoms betaal word of betaalbaar is;
- (d) wanneer daar van 'n deeltydse motorvoertuigbestuurder vereis word of hy toegelaat word om 'n motorvoertuig vir langer as altesaam 22 uur in 'n week of vir langer as altesaam die volgende ure op 'n dag te bestuur, naamlik—
  - (i) 3½ in die geval van 'n werknemer wat gewoonlik ses dae in 'n week werk;
  - (ii) 4½ in die geval van 'n werknemer wat gewoonlik vyf dae in 'n week werk,

hy vir die volle sodanige week of dag (na gelang van die geval) en vir enige oortyd gedurende sodanige week of op sodanige dag gewerk (na gelang van die geval) minstens die loon betaal moet word, voorgeskryf vir 'n voltydse motorvoertuigbestuurder wat 'n motorvoertuig bestuur met dieselfde gewig as dié deur sodanige deeltydse motorvoertuigbestuurder bestuur. [Vergelyk ook item (A) 7 (b) van die loonskaal.]

(6) Om 'n werknemer te klassifiseer, word hy, behoudens die bepalings van subklousule (5) hiervan, geag in die beroep werkzaam te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

(7) Vir die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en behoudens die bepalings van subklousule (5) hiervan en van klousule 6, moet 'n werknemer ten opsigte van 'n bedryfsinrigting se normale werkweek minstens sy volle weekloon betaal word, afgesien daarvan of hy in daardie week die maksimum getal gewone ure wat in klousule 7 voorgeskryf is of minder gewerk het. 'n Los werknemer moet ooreenkomstig die bepalings in subklousule (3) van hierdie klousule voorgeskryf, besoldig word.

(8) 'n Werknemer van wie vereis word dat hy sy eie fiets vir die verrigting van sy pligte moet gebruik, moet, benewens sy loon, minstens vyftig sent per week betaal word.

(9) Ekstra besoldiging:—

- (a) Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, moet elke werkgewer, benewens die besoldiging wat ingevolge subklousule (1) van hierdie klousule voorgeskryf word, aan elke werknemer van die klasse in genoemde subklousule uiteengesit wat op genoemde dag in

tion equal to the difference between the wages actually paid to each such employee in the aggregate during the period from 19th June, 1967, to the date of coming into operation of this Agreement, and an amount equal to the wages he would have paid to each such employee in the aggregate during the said period if he had remunerated such employee in accordance with the wage shown in the said sub-clause (1) opposite the class to which such employee belongs: Provided that this provision shall not apply to and in respect of an employee who in the aggregate during the said period actually received in wages an amount equal to or more than the amount he would have received if he had been remunerated in accordance with the wage prescribed for an employee of his class in the said sub-clause (1).

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

#### 5. PAYMENT OF REMUNERATION

(1) Subject to the provisions of sub-clauses 19 (2) (d), 17 (6) and 10 (3) and sub-clause (2) of this clause, the wages and other amounts due to every employee shall be paid in cash, and furthermore payment shall be made—

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

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

(2) (a) Notwithstanding anything to the contrary contained in this Agreement, the payment of commission to a collector Grade III in terms of clause 4 (1) (A) 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 his full weekly or monthly wage, as the case may be, and an employer shall not withhold any portion of any remuneration earned by an employee nor shall any fines be levied against an employee or

sy diens is, ekstra besoldiging betaal gelyk aan die verskil tussen die globale lone wat werklik aan elke sodanige werknemer betaal is gedurende die tydperk vanaf 19 Junie 1967 tot op die datum waarop hierdie Ooreenkoms van krag word, en 'n bedrag gelyk aan die globale lone wat hy aan elke sodanige werknemer gedurende genoemde tydperk sou betaal het indien hy sodanige werknemer besoldig het ooreenkomstig die loon aangedui in genoemde subklousule (1) oorkant die klas waaronder sodanige werknemer ressorteer: Met dien verstande dat hierdie bepaling nie van toepassing is nie op en ten opsigte van 'n werknemer wat gedurende genoemde tydperk werklik 'n globale bedrag aan lone ontvang het gelyk aan of meer as die bedrag wat hy sou ontvang het indien hy besoldig was ooreenkomstig die loon wat vir 'n werknemer van sy klas in genoemde subklousule (1) voorgeskryf is.

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

#### 5. BETALING VAN BESOLDIGING

(1) Behoudens die bepalinge van subklousules 19 (2) (d), 17 (6) en 10 (3) en subklousule (2) van hierdie klousule, moet die loon en ander bedrae wat aan elke werknemer verskuldig is, in kontant betaal word, en voorts moet dit soos volg betaal word—

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

Met dien verstande dat subklousule (1) (b) hiervan nie van toepassing is nie op los werknemers wat op die dag betaal moet word waarop hul diens eindig, en ook nie op werknemers wat met hul werkgewers skriftelik ooreengekom het om maandeliks 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 wanneer 'n werknemer korttyd werk, hy betaal moet word voordat 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 bepalinge in hierdie Ooreenkoms, kan 'n afhaier, graad III, 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 onderhawige 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 onderhawige tydperk aan kommissie betaalbaar was;
- (vi) 'n staat van enige bestellings wat kragtens die eerste voorbehoud hiervan hangende is:

Met dien verstande dat ingeval die waarde van 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 bepalinge hiervan, gestuur moet word.

#### 6. AFTREKKINGS

Behoudens die bepalinge 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 werkgewer mag geen gedeelte van enige besoldiging wat deur 'n werknemer verdien word, agterweë hou nie; ook mag geen werknemer boetes opgelê of enigiets hoegenaamd van enige bedrae

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 and Contingency Fund for the Trade shall be deducted in terms of the provisions of any agreement which may be declared binding in terms of the Act for the purpose of continuing such Sick Benefit Fund or Contingency Fund;
- (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 Bantu (Urban Areas) Consolidation Act, 1945, to accept from his employer board and/or lodging, the deductions shall not exceed the amounts specified hereunder:—

|                         | Per<br>Week | Per<br>Month |
|-------------------------|-------------|--------------|
| Board .....             | R 0.40      | R 1.73       |
| Lodging .....           | 0.20        | 0.87         |
| Board and Lodging ..... | 6.60        | 2.60;        |

- (8) with the written consent of the employee, deductions for subscriptions to the Trade Unions may be made;
- (9) with the written consent of the employee, deductions may be made by an employer of amounts arising from cash advances or cash loans received by an employee.

#### 7. ORDINARY HOURS OF WORK AND BUSINESS HOURS

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

- (a) in the case of any employee other than a collector, a driver of a motor-driven vehicle, a collector's assistant, 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 paragraphs (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 collector, a driver of a motor-driven vehicle (other than a part-time driver), collector's assistant or driver's assistant—
  - (i) forty-six hours in any week from Monday to Saturday inclusive;

afgetrek word wat aan 'n werknemer vir werk deur hom verrig of wat andersins uit sy diens voortvloei, verskuldig is nie: Met dien verstande dat—

- (1) behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op bevel of versoek van sy werkgewer, 'n bedrag in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die loen wat sodanige werknemer ontvang het ten opsigte van sy gewone werkure ten tyde van die afwesigheid, afgetrek mag word;
- (2) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgewer 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) wanneer die gewone werkure in klousule 7 voorgeskryf, weens korttyd verminder word, 'n bedrag *pro rata* 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 bowe mag gaan nie, ongeag die getal ure waarmee die gewone werkure aldus verminder word; en voorts met dien verstande dat geen bedrae afgetrek mag word—
  - (a) in die geval van korttyd wat ontstaan weens 'n slapte in die bedryf of 'n tekort aan grondstowwe nie, tensy die werkgewer vóór of op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
  - (b) in die geval van korttyd weens enige ander rede, ten opsigte van die eerste uur waarin daar nie gewerk is nie, tensy die werkgewer op die vorige dag sy werknemer in kennis gestel het dat daar geen werk beskikbaar sal wees nie;
- (4) met die skriftelike toestemming van die werknemers, bedrae afgetrek mag word deur 'n werkgewer vir vakansie-, versekerings-, siekte-, mediese-, voorsorg- of pensioenfondse, of vir brille of vir kunstande of ander tandheelkundige werk waarvoor geen voorsiening andersins gemaak is nie;
- (5) bydraes tot die Nywerheidsraad ooreenkomstig klousule 27 van hierdie Ooreenkoms afgetrek moet word;
- (6) bydraes tot en alle spesiale aftrekkings ten behoeve van die Bystandsfonds en Gebeurlikheidsfonds van die Bedryf afgetrek moet word kragtens die bepalinge van enige ooreenkoms wat bindend verklaar kan word ingevolge die Wet ten einde sodanige Siektebystandsfonds of Gebeurlikheidsfonds te laat voortbestaan;
- (7) enige bedrag wat daar van 'n werkgewer kragtens wet of enige bevel van 'n bevoegde hof vereis word om af te trek, afgetrek mag word: Met dien verstande dat indien 'n werknemer toestem of indien daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om etes of huisvesting van sy werkgewer aan te neem, die aftrekkings nie onderstaande gespesifiseerde bedrae mag oorskry nie:—

|                           | Per<br>week | Per<br>maand |
|---------------------------|-------------|--------------|
| Etes .....                | R 0.40      | R 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 werknemer afgetrek mag word;
- (9) bedrae wat die werknemer aan kontantvoorskotte of kontantlenings van sy werkgewer ontvang het, met die skriftelike toestemming van die werknemer afgetrek mag word.

#### 7. GEWONE WERKURE EN BESIGHEIDSURE

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

- (a) in die geval van 'n werknemer, uitgesonderd 'n afhale, 'n motorvoertuigbestuurder, 'n afhale 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 subparagraaf (i) hiervan, 8½ uur per dag in enige bedryfsinrigting waar daar gewoonlik van Maandag tot en met Saterdag gewerk word en waarin 'n weeklikse vakansiehalfdag toegestaan word;
  - (iii) behoudens subparagraaf (i) hiervan, 9¼ uur per dag in enige bedryfsinrigting waar daar gewoonlik van Maandag tot en met Vrydag gewerk word.

Die gewone werkure wat in paragrafe (a) (ii) en (a) (iii) hiervan genoem word, kan op verskillende daaglikse tye begin en eindig, mits hierdie tye tussen die ure 6 v.m. en 6 n.m. moet val;

- (b) in die geval van enige werknemer in diens as 'n afhale, 'n bestuurder van 'n motorvoertuig (uitgesonderd 'n deeltydse motorvoertuigbestuurder), afhale se assistent of 'n motorvoertuigbestuurder se assistent—
  - (i) ses-en-veertig uur in enige week van Maandag tot en met Saterdag;

- (ii) subject to sub-paragraph (i) hereof, ten hours on any day;
- (c) in the case of a part-time depot attendant—
  - (i) twenty-five hours in any week from Monday to Saturday inclusive;
  - (ii) subject to sub-paragraph (i) hereof, five hours on any day.
- (d) in the case of a part-time driver—
  - (i) forty-four hours in any week, inclusive of the work performed in relation to such employee's ordinary duties (i.e. the work other than that of driving a motor vehicle), and twenty-two hours in the aggregate in any week in respect of his driving duties only;
  - (ii) subject to sub-paragraph (i) hereof and in respect of his driving duties only, three-and-one-half hours in the aggregate on any day in the case of an employee normally engaged in a six-day week, and four-and-one-half hours in the aggregate on any day in the case of an employee normally engaged in a five-day week; and
  - (iii) subject to sub-paragraph (i) hereof and inclusive of the work performed in relation to such employee's ordinary duties, eight-and-one-half hours per day in the case of an employee who normally works from Monday to Saturday inclusive and is granted a weekly half-holiday, and nine-and-one-quarter hours per day in the case of an employee who normally works from Monday to Friday inclusive.
- (2) The ordinary hours of work of a casual employee shall not exceed eight in any day.
- (3) The ordinary hours of work of a watchman shall not exceed—
  - (a) seventy-two in any week of six days;
  - (b) twelve in any one 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: Provided that a watchman may be required to work on seven days per week in which event his employer shall pay such watchman, in addition to his weekly wage, a sum equalling one-sixth of his weekly wage in respect of work done on the seventh day.
- (4) No employer shall require or permit any employee other than a watchman to work more than five consecutive hours without an interval of at least one hour during which no work shall be performed and which shall not be counted as time worked: Provided that where an interval exceeds one-and-one-quarter hours the time in excess of such one-and-one-quarter hours shall count as ordinary time worked. Periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.
- (5) Rest intervals of not less than ten minutes during which no work shall be performed shall be granted to each employee other than a collector, a driver, a collector's assistant or driver's assistant or a watchman, as nearly as practicable in the middle of each morning and afternoon work period, and such intervals shall be counted as time worked: Provided that no rest interval need be granted during a work period which is of a duration of three-and-one-half hours or less.
- (6) Save as provided in sub-clauses (4) and (5) hereof, all hours of work shall be consecutive.
- (7) Limitation of Business Hours:—
  - (a) For the purpose of this sub-clause, the expression "do business with" means the receiving, accepting or collecting of articles for cleaning, laundering or dyeing, or the supplying, delivering or handing over of articles after they have been cleaned, laundered or dyed, and includes the admission of members of the public to any premises where articles are cleaned, laundered or dyed.
  - (b) No employer or employee shall do business with any member of the public—
    - (i) on any Sunday or public holiday;
    - (ii) earlier than 5.30 a.m. on Mondays to Fridays inclusive;
    - (iii) earlier than 6 a.m. on Saturdays;
    - (iv) later than 6.30 p.m. on Mondays to Fridays inclusive; or
    - (v) later than 1 p.m. on Saturdays.
  - (c) No employer or employee shall open or keep open any depot or factory-depot for the purpose of doing business with any member of the public during any hours other than those permitted in terms of paragraph (b) hereof.
  - (d) No employer shall require or permit any employee or other person to do any of the acts prohibited in terms of paragraphs (b) and (c) hereof.
  - (e) Notwithstanding the provisions of paragraphs (b), (c) and (d) hereof, it shall be lawful—
    - (i) for an employer or employee to finish after hours the doing of business with a member of the public who has entered a depot or factory-depot prior to the closing times referred to in paragraphs (b) (iv) and (b) (v) hereof;
    - (ii) for an employer or employee to complete the delivery of a particular order to or the collection of a particular order from a member of the public at a place other than the employer's depot or factory-depot, if such employer or employee left such depot or factory-

- (ii) behoudens subparagraaf (i) hiervan, tien uur op enige dag;
- (c) in die geval van 'n deeltydse depotassistent—
  - (i) vyf-en-twintig uur in enige week van Maandag tot en met Saterdag;
  - (ii) behoudens subparagraaf (i) hiervan, vyf uur op enige dag;
- (d) in die geval van 'n deeltydse motorvoertuig bestuurder—
  - (i) vier-en-veertig uur in enige week, met inbegrip van die werk verrig met betrekking tot so 'n werknemer se gewone pligte (d.w.s. werk uitgesonderd die bestuur van 'n motorvoertuig), en twee-en-twintig uur globaal in enige week ten opsigte slegs van sy pligte as motorvoertuigbestuurder;
  - (ii) behoudens subparagraaf (i) hiervan en ten opsigte slegs van sy pligte as motorvoertuigbestuurder, 3½ uur globaal op enige dag in die geval van 'n werknemer met 'n gewone werkswaek van ses dae, en 4½ uur globaal op enige dag in die geval van 'n werknemer met 'n gewone werkswaek van vyf dae; en
  - (iii) behoudens subparagraaf (i) hiervan en met inbegrip van die werk verrig met betrekking tot so 'n werknemer se gewone pligte, 8½ uur per dag in die geval van 'n werknemer wat gewoonlik van Maandag tot en met Saterdag werk en 'n weeklikse vakansiehalfdag toegestaan word, en 9½ uur per dag in die geval van 'n werknemer wat gewoonlik van Maandag tot en met Vrydag werk.
- (2) Die gewone werkure van 'n los werknemer mag hoogstens agt op 'n dag wees.
- (3) Die gewone werkure van 'n wag mag nie die volgende oorskry nie—
  - (a) twee-en-sewentig in enige week van ses dae;
  - (b) twaalf op enige dag,
 en moet om 6-uur vm. begin indien die wag bedags in diens is of om 6-uur nm. indien die wag snags in diens is: Met dien verstande dat daar van 'n wag vereis mag word om sewe dae per week te werk in welke geval sy werkgever so 'n wag benewens sy weekloon, 'n bedrag gelyk aan een sesde van sy weekloon ten opsigte van werk verrig op die sewende dag moet betaal.
- (4) Geen werkgever moet van 'n werknemer, 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 1½ uur, die tyd wat meer is as sodanige 1½ uur geag moet word gewone werktid te wees. Werktydperke wat deur 'n pouse van minder as een uur onderbreek word, moet geag word aaneenlopend te wees.
- (5) Ruspouses van minstens tien minute, waarin geen werk verrig mag word nie, moet aan elke werknemer, uitgesonderd 'n afhaaler, 'n motorvoertuigbestuurder, 'n afhaaler se assistent, 'n bestuurder se assistent of 'n wag, so na as moontlik in die middel van elke oggend- en namiddagwerktidperk toegestaan word en sodanige pouses moet geag word tyd te wees waarin daar gewerk is: Met dien verstande dat geen ruspouse tydens 'n werktidperk wat 3½ uur of minder duur, toegestaan hoef te word nie.
- (6) Behoudens die bepalings van subklousules (4) en (5) hiervan moet alle werkure agtereenvolgend wees.
- (7) Beperking van besigheidsure:—
  - (a) By die toepassing van hierdie subklousule beteken die uitdrukking „besigheid doen met" om artikels wat skoongemaak, gewas of gekleur moet word, te ontvang, aan te neem of af te haal, of om artikels te verskaf, af te lewer of te oorhandig nadat hulle skoongemaak, gewas of gekleur is, en dit sluit in die toelating van lede van die publiek tot persele waar artikels gewas, skoongemaak of gekleur word.
  - (b) Geen werkgever of werknemer mag op die volgende tye met lede van die publiek besigheid doen nie—
    - (i) op Sondae of openbare vakansiedae;
    - (ii) voor 5.30 vm. op Maandae tot en met Vrydae;
    - (iii) voor 6 vm. op Saterdae;
    - (iv) na 6.30 nm. op Maandae tot en met Vrydae; of
    - (v) na 1 nm. op Saterdae.
  - (c) Geen werkgever of werknemer mag enige depot of fabrieksdepot oopmaak of oop hou vir die doel om besigheid te doen met 'n lid van die publiek gedurende enige ander ure as dié wat ingevolge paragraaf (b) hiervan toegelaat word nie.
  - (d) Geen werkgever mag vereis of toelaat dat 'n werknemer of ander persoon enige van die handelinge verrig wat ingevolge paragrawe (b) en (c) hiervan verbied word nie.
  - (e) Nieteenstaande die bepalings van paragrawe (b), (c) en (d) hiervan, is dit geoorloof—
    - (i) dat 'n werkgever of werknemer na ure die besigheid afhandel wat hy besig was om te doen met 'n lid van die publiek wat 'n depot of fabrieksdepot binnegegaan het voor die sluitingstye in paragrawe (b) (iv) en (b) (v) hiervan gemeld;
    - (ii) dat 'n werkgever of werknemer die aflewering van 'n bepaalde bestelling aan of die afhaal van 'n bepaalde bestelling van 'n lid van die publiek op 'n ander plek as die werkgever se depot of fabrieksdepot afhandel, indien so 'n werkgever of werknemer voor die slui-

depot prior to the closing times referred to in paragraphs (b) (iv) and (b) (v) hereof for the purpose of effecting such delivery or collection;

- (iii) for an employer or employee, subject to the other provisions of this Agreement, at any time to do business with and to carry on usual operations in relation to any person other than a member of the public, such as a collector, driver, an agent and/or an independent contractor;
- (iv) for a collector to invite, solicit, canvass or collect new or repeat orders for goods to be laundered, cleaned or dyed, from customers' residences or their places of business, or for a driver of a motor vehicle to collect articles such as are referred to in paragraphs (d) and (f) of the definition of "Driver" in clause 3 of this Agreement, from customers' residences or their places of business prior to the opening times referred to in paragraphs (b) (ii) and (b) (iii) hereof and on public holidays.

#### 8. OVERTIME AND EMERGENCY WORK

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

##### (2) (a) Limitation of Overtime:

An employer shall not require or permit an employee to work overtime for more than—

- (i) in the case of a casual employee, two hours on any day;
- (ii) in the case of any other employee, ten hours in any week;

Provided that an employee who works a five-day week may work up to four hours overtime on a Saturday but so that overtime does not exceed ten hours in any week.

##### (b) Female Employees:

Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work overtime—

- (i) between 6 p.m. and 6 a.m.;
- (ii) after 1 p.m. on more than five days per week;
- (iii) for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday;
- (iv) on more than three consecutive days in any week;
- (v) on more than sixty days in any year;
- (vi) after completion of her ordinary hours of work, for more than one hour on any day unless she has—
  - (A) before midday on that day given notice thereof to such employee; or
  - (B) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or
  - (C) paid such employee not less than twenty-five cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

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

#### 9. PAYMENT FOR OVERTIME

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

- (1) On any day other than a Sunday, in respect of each hour or part of an hour worked in the aggregate in any week, at the rate of one and a half times the hourly rate of wages of the employee concerned: Provided that if overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis more favourable to the employee concerned shall be adopted.
- (2) For any time worked on a Sunday, the employer shall pay the employee concerned not less than double the daily 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.

tingstye in paragrawe (b) (iv) en (b) (v) hiervan gemeld sodanige depot of fabrieksdepot verlaat het vir die doel om sodanige bestelling af te lever of af te haal;

- (iii) dat 'n werkgewer of werknemer, behoudens die ander bepalings van hierdie Ooreenkoms, te eniger tyd besigheid doen met en voortgaan met gewone werksaamhede ten opsigte van enige ander persoon behalwe 'n lid van die publiek, soos 'n affahaler, bestuurder, 'n agent en/of 'n onafhanklike kontrakteur;
- (iv) dat 'n affahaler nuwe of herhaalbestellings vir goedere wat gewas, skoongemaak of gekleur moet word, by klante se woonhuise of hul besigheidspersonele vra, aanvra, werf of afhaal, of dat 'n bestuurder van 'n motorvoertuig artikels soos in paragrawe (d) en (f) van die woordomskeywing van „Bestuurder" in klousule 3 van hierdie Ooreenkoms gemeld, by klante se woonhuise of by hul besigheidspersonele afhaal voor die oopmaaktye in paragrawe (b) (ii) en (b) (iii) hiervan gemeld en op openbare vakansiedae.

#### 8. OORTYDWERK EN NOODWERK

(1) Ondanks die bepalings van klousule 7 van hierdie Ooreenkoms, mag 'n werkgewer 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.

##### (2) (a) Beperking van oortydwerk:

Geen werkgewer mag van enige werknemer vereis of hom toelaat om vir langer as—

- (i) in die geval van 'n los werknemer, twee uur op 'n dag;
- (ii) in die geval van enige ander werknemer, tien uur in 'n week

oortydwerk te verrig nie:

Met dien verstande dat 'n werknemer met 'n werksweek van vyf dae op 'n Saterdag tot vier uur oortyd kan werk, maar op voorwaarde dat hy nie langer as tien uur in 'n week oortydwerk verrig nie.

##### (b) Vroulike werknemers:

Nieteenstaande andersluidende bepalings in hierdie klousule, mag 'n werkgewer nie vereis of toelaat dat 'n vroulike werknemer meer as die volgende oortydwerk verrig nie—

- (i) tussen 6 nm. en 6 vm.;
- (ii) na 1 nm. op meer as vyf dae per week;
- (iii) langer as twee uur op 'n dag, maar 'n werknemer met 'n werksweek van vyf dae mag op 'n Saterdag tot vier uur oortyd werk;
- (iv) op meer as drie agtereenvolgende dae in 'n week;
- (v) op meer as sestig dae in 'n jaar;
- (vi) na voltooiing van haar gewone werkure, vir langer as een uur op 'n dag, tensy hy—
  - (A) voor twaalfuur middag op daardie dag sodanige werknemer daarvan in kennis gestel het; of
  - (B) aan sodanige werknemer, voordat sy met die oortydwerk begin, 'n toereikende ete verskaf het en haar genoeg tyd toegelaat het om dit te nuttig; of
  - (C) sodanige werknemer minstens vyf-en-twintig sent betyds genoeg betaal om haar in staat te stel om 'n ete te verkry en te nuttig voordat die oortydwerk moet begin.

(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 paragrawe nie van toepassing is op 'n werknemer wat gevra word om noodwerk te verrig nie; met dien verstande voorts dat die verpligte oortydwerk wat daar van 'n werknemer ingevolge die voorafgaande voorbehoudsbepaling 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 vroue mag wees.

(3) 'n Werkgewer 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 1½ maal die uurloon van die betrokke werknemer: Met dien verstande dat indien oortydwerk, wat op 'n daaglikse grondslag bereken is, van oortyd wat op 'n weeklikse grondslag bereken is, verskil, die grondslag wat vir die betrokke werknemer die voordeligste is, aanvaar moet word.
- (2) Die werkgewer moet die betrokke werknemer vir enige tyd op 'n Sondag gewerk, minstens dubbel die dagloon betaal wat 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, hy '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, na gelang van watter die grootste bedrag is.

## 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 a watchman every employer shall grant to each such employee on completion of each year of employment with him four consecutive weeks' leave on full pay.

(2) The leave to which an employee is entitled in terms of 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; provided further that an employer is prohibited, except on written request by the employee concerned, from granting annual leave to an employee while such employee is absent on paid sick leave in terms of the Council's Sick Benefit Fund Agreement; and provided further that such leave shall not run concurrently with any period during which an employee is undergoing military training in pursuance of the Defence Act, 1957, or with any period of notice of termination of employment.

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

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

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

in respect of each completed month of employment calculated from the date on which his last leave fell due or of commencement of employment as the case may be: Provided that for the purpose of calculating "completed months of employment" after the first month, any period exceeding 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 day 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, in pursuance of the Defence Act, 1957, 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 commencing operations;

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

(c) the payment of *pro rata* leave-pay in the event of termination of 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.

## 10. JAARLIKSE VERLOF

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

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

(2) Die verlof waarop 'n werknemer kragtens subklousule (1) hiervan geregtig is, moet op 'n tyd toegestaan word wat deur die werkgever 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 werkgever belet word om, uitgesonderd op skriftelike versoek van die betrokke werknemer, jaarlikse verlof aan 'n werknemer toe te staan terwyl sodanige werknemer met siekteverlof met betaling afwesig is kragtens die Raad se Siektebystandsfondsooreenkoms; en voorts met dien verstande dat sodanige verlof nie mag saamval met enige tydperk waarin 'n werknemer ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan, of met enige tydperk van kennisgewing van diensbeëindiging nie.

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

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

(b) sy weekloon gedeel deur drie in die geval van wagte, ten opsigte van elke voltooië 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 „voltooië 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 jaarlikse verlof verskuldig ingevolge hierdie klousule moet bereken word op die grondslag van die loon wat die werknemer ontvang het op die datum waarop die verlof moes begin het of sy diens geëindig het, na gelang van die geval.

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

(6) Indien enige openbare vakansiedag, wat 'n openbare vakansiedag met besoldiging ooreenkomstig klousule 11 hiervan is, binne die tydperk van jaarlikse verlof val wat 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 jaarlikse verlofbesoldiging wat ooreenkomstig subklousule (1) hiervan verskuldig is, moet vóór of op die laaste werkdag van die betrokke werknemer, vóór die aanvang van sy jaarlikse verlof of diensbeëindiging, na gelang van die geval, betaal word.

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

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

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

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

(d) met die toestemming van sy werkgever of met siekteverlof met betaling ooreenkomstig die Raad se Siektebystandsfondsooreenkoms of vanweë 'n bevalling afwesig is, wat 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 diens tydperk van 'n werknemer in dieselfde bedryfsinrigting geag aan-enlopend te wees afgesien van enige verandering van eienaar wat mag plaasvind. Die nuwe werkgever is vir die volgende verantwoordelik—

(a) die toestaan van jaarlikse verlof wat verskuldig mag gewees het, maar wat nie toegestaan is voordat hy met werksaamhede begin het nie;

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

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

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

## 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.

(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 prior 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 qualified depot attendant is employed in that depot, and for each full-time qualified depot attendant employed in any depot not more than one part-time depot attendant shall be employed in such depot.

(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) (a) 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.

(b) A part-time depot attendant receiving not less than the wage prescribed in clause 4 (1) for a full-time depot attendant may be deemed to be a full-time depot attendant.

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

## 11. OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) Elke werkgever moet aan elkeen van sy werknemers Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte dag, Kersdag en Tweede Kersdag as 'n openbare vakansiedag met besoldiging toestaan, en elke werknemer is geregtig om ten opsigte van elke sodanige dag die daaglikse 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 in subklousules (1) en (3) hiervan genoem, moet betaal word op die eerste betaaldag na elke openbare vakansiedag met besoldiging of by diensbeëindiging van enige werknemer, indien dit vóór die betrokke betaaldag sou plaasvind.

(3) Ondanks die bepaling 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 benevens die besoldiging in subklousule (1) hiervan genoem, ten opsigte van elke uur of gedeelte van 'n uur gewerk, minstens die weekloon betaal word wat hy op daardie tyd-stip ontvang, gedeel deur die getal gewone werkure in klousule 7 vir sy klas werknemers voorgekryf;
- (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 voorneme bestaan om korttyd in te voer, moet 'n kennisgewing waarin daardie feit gemeld word, vóór of op die dag onmiddellik vóór die dag waarop sodanige korttyd begin, opvallend in die betrokke bedryfsinrigting vertoon word.

(2) 'n Kopie van die kennisgewing in subklousule (1) hiervan genoem, moet binne sewe dae na die invoering 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 seksie of depot wat geraak word, te noem. In die kennisgewing moet ook die presiese tye en datums aangestip word waarop die diens van die betrokke werknemers weens korttyd nie nodig sal wees nie.

## 13. GETALSVERHOUDING

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

(3) 'n Werkgever moet 'n skoonmaker in diens hê voordat hy 'n vlekuihtaler in diens mag neem, en hy moet minstens een skoonmaker in diens hê vir elke vier, of gedeelte van vier, vlekuihtalers wat by hom in diens is.

(4) Vir die toepassing van hierdie klousule mag 'n werkgever of sy fabrieksbestuurder wat uitsluitlik of hoofsaaklik die pligte van 'n skoonmaker of onderhoudman of klerklike werknemer in sy bedryfsinrigting verrig, geag word 'n skoonmaker of onderhoudman of gekwalifiseerde klerklike werknemer, na gelang van die geval, te wees: Met dien verstande dat 'n werkgever 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 werksaam is.

(5) (a) '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, depot-assistent of nasiener voorgeskrif is, mag geag word 'n gekwalifiseerde klerklike werknemer, faktuurklerk, fynstopper, depotassistent of nasiener, na gelang van die geval, te wees;

(b) 'n Deeltydse depotassistent wat minstens die loon ontvang wat in klousule 4 (1) vir 'n voltydse depotassistent voorgeskrif word, mag geag word 'n voltydse depotassistent te wees.

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

(7) In sub-clauses (1), (5) (a) 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.

#### 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 half a month's notice in writing in the case of a monthly paid employee shall be given by an employer or employee who desires to terminate a contract of employment. In the case of a weekly paid employee, the notice shall be given on or before the usual pay-day of the establishment for such employee and shall commence to run from the Monday after such pay-day. In the case of a monthly paid employee, the notice shall be given either on or before the last calendar day of a month, in which case it shall run from the first calendar day to the fifteenth calendar day (inclusive) of the month immediately succeeding, or on or before the fifteenth calendar day of a month, in which case it shall run from the sixteenth calendar day to the last calendar day (inclusive) of such month. Provided that—

- in the case of an employee who has been employed by his employer for less than two consecutive weeks, one working day's notice in writing may be given by either side to terminate the contract of employment, and such notice shall take effect from the time that it is given;
- an employee who is put on short-time for a period of one week or longer shall have the right to terminate his employment without giving any notice;
- an employer or employee shall have the right to terminate a contract of employment without notice for any good cause recognized by law as sufficient;
- an employer or his employee shall be entitled to terminate the contract of employment by paying or forfeiting one week's or half a month's wages, as the case may be, in lieu of giving such notice;
- the foregoing shall not affect any agreement between the employer and employee that provides for a period of notice of equal duration on both sides and for longer than one week or half a month, as the case may be, in which case such longer period of notice shall be given in writing.

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

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

(3) Where an employee is absent from work—

- on account of illness, accident or pregnancy not exceeding a period of 13 weeks; or
- 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
- on account of undergoing military training in pursuance of the Defence Act, 1957,

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

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

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

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

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

#### 14. OORPAKKE EN BESKERMENDE KLERE

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

#### 15. VERBOD OP INDIENSNEMING VAN PESONE ONDER DIE OUDEROM 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 indiensneming of opleiding van 'n werknemer nie.

#### 17. DIENSBEÏNDIGING

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

- in die geval van 'n werknemer wat minder as twee agtereenvolgende weke by 'n werkgever in diens was, een werkdag kennis skriftelik gegee mag word deur die werkgever of sy werknemer om sy dienskontrak te beëindig, en sodanige kennisgewing tree in werking vanaf die tyd waarop dit gegee word;
- 'n Werknemer wat vir 'n tydperk van een week of langer op korttyd geplaas word, die reg het om sy diens sonder kennisgewing te beëindig;
- 'n werkgever of werknemer die reg het om die dienskontrak sonder kennisgewing om enige regsgeldige rede te beëindig;
- 'n werkgever of sy werknemer geregtig is om die dienskontrak te beëindig deur een week of 'n halwe maand se besoldiging, na gelang van die geval, te betaal of te verbeur, in plaas van sodanige kennis te gee;
- die voorgaande nie enige ooreenkoms tussen die werkgever en die werknemer sal raak wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan beide kante en vir langer as een week of 'n halwe maand, na gelang van die geval, nie, en in so 'n geval moet sodanige langer tydperk van kennisgewing skriftelik gegee word.

(2) (a) 'n Werknemer wat gedurende die looptyd van enige tydperk van kennisgewing kragtens hierdie Ooreenkoms gegee, 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—

- weens siekte, 'n ongeluk of swangerskap vir 'n tydperk van hoogstens 13 weke; of
- weens jaarlikse verlof toegestaan ingevolge klousule 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
- weens die feit dat hy ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan,

mag sodanige werknemer nie kennis van diensbeëindiging ontvang as gevolg van sodanige afwesigheid nie; en die tydperk van kennisgewing in subklousule (1) van hierdie klousule genoem, mag nie saamval met of gegee word gedurende 'n werknemer se afwesigheid terwyl hy met jaarlikse verlof is toegestaan kragtens klousule 10 nie, of met siekteverlof met besoldiging ooreenkomstig die Raad se Siektebystandsfondsooreenkoms nie, of terwyl hy ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan nie, 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 doktersertifikaat 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—

- in die geval van 'n weekliks besoldigde werknemer, 'n bedrag gelyk aan een week se besoldiging;

- (ii) in the case of a monthly-paid employee, an amount equal to half a month's wages;
  - (iii) in the case of an employee who has completed less than two consecutive weeks' service, an amount equal to one day's wages.
- (b) When an agreement is entered into in terms of sub-clause (1) (e) hereof, the payment or forfeiture in lieu of notice shall be equal to the wage relative to the period of notice agreed upon.

(5) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in 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.

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 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 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 each month a return in the form of Annexure E to this Agreement, showing the full particulars of employees who in the course of the previous month—

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

(4) If during any one month no employees have entered or left the service of the employer, or if no changes of category of occupation have taken place, a return shall be forwarded to the Secretary of the Council, in accordance with the provisions of 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 (hereinafter called a departmental committee) consisting of four representatives elected by the employees in the department concerned together with the employer, to frame a supplementary wage statement for that department. The employee members shall be entitled to the assistance of an official or other representative of the trade unions.

(b) Where at the date of coming into operation of this Agreement an incentive bonus scheme is in existence but no departmental committee has been formed, the employer shall within 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 collectors, depot attendants or part-time depot attendants, the following shall apply—

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

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

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

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

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

#### 18. DIENSSERTIFIKATE EN MAANDELIKSE OPGAWES

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

(2) 'n Wergewer moet, wanneer hy 'n werknemer in diens neem, van hom vereis om binne 14 dae of 'n dienssertifikaat wat deur sy vorige werkgewer in die bedryf ooreenkomstig 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 Aanhangsel E van hierdie Ooreenkoms stuur, met volle besonderhede daarin omtrent werknemers wat in die loop van die voorafgaande maand—

- (a) by hom in diens getree het;
- (b) uit sy diens getree het;
- (c) 'n 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 verandering in die klas van beroep plaasgevind het nie, moet 'n opgawe ooreenkomstig die bepalings van subklousule (3) hierbo aan die Sekretaris van die Raad gestuur word waarin aangedui word dat daar geen verandering in die personeel plaasgevind het nie.

#### 19. AANSPOINGSBONUS

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

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

(2) (a) Bonusbedrae moet 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, in subklousule (1) hiervan genoem, 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 bonusverdienste betaal word met gereelde tussenpose, wat deur die betrokke afdelingskomitee bepaal moet word.

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

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

- (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;
- (e) where the bonus is calculated on hourly performance, no employee shall be penalized 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 collector Grade I and Grade II and driver of a vehicle in his employ with a log book as per Annexure B to this Agreement.

(2) (a) Every collector Grade I and Grade II and driver of a vehicle upon being provided with the log book referred to in 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 collector Grade I and Grade II and driver shall record truthfully and accurately the number of hours actually worked by him and his assistant/s and the times during which work was delayed or suspended, together with full particulars of the cause for such delay or suspension.

(3) Every employer shall complete and shall retain a duplicate copy of the daily log which in terms of 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 and of rest intervals 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, collector Grade I and Grade II, collector's assistant or driver's assistant who is in his employ on the date of publication of this Agreement within 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, collector Grade I and Grade II, collector'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, collector Grade I and Grade II, collector's assistant or driver's assistant shall comply with the directions given to him by his employer in terms of paragraphs (a) or (b) hereof and shall sign an acknowledgement of his receipt of the said statement of duties.

## 21. WRITTEN AUTHORITY FOR COLLECTORS

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

## 22. HOURLY WAGE SHEETS

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

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

- (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 minimum loon te verdien wat vir 'n werknemer van die betrokke klas voorgeskryf is;
- (b) bonusgroepe moet bestaan uit werkers in soortgelyke beroepe of werksaamhede 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 werksaamheid of gesamentlike groep werksaamhede;
- (d) bonusverdienste vir werknemers wat 'n groep vorm, moet in dieselfde verhouding tot die groepbonus wees as wat die ure wat 'n individu op sy pos deurgebring het in verhouding tot die totale ure is wat op dieselfde manier vir alle werknemers in daardie groep aangeteken is;
- (e) indien die bonus op werk per uur bereken word, mag geen werknemer gepenaliseer word vir tyd waarin hy as gevolg van oorsake buite sy beheer nie gewerk het nie. Sodanige tyd waarin hy nie gewerk het nie moet nie ingesluit word in die totale getal ure gewerk, waarvolgens die bonus bereken word nie, maar moet deel uitmaak van die totale getal gewone ure wat hy gewerk het;
- (f) bonusse moet betaal word slegs ten opsigte van produksie wat ooreenkom met die standaarde van gehalte deur die werkgewer bepaal, en werknemers moet nie gekrediteer word met produksie wat nie aan sulke standaarde voldoen nie.
- (g) by die berekening van die standaardtyd vir elke werksaamheid deur middel van tydstudiemetodes, moet daar behoorlik rekening gehou word met gehaltestandaarde, vermoedheid en werktoustande. Standaardtye aldus vasgestel, mag nie gewysig word nie, tensy veranderde metodes van prosesbehandeling so 'n verandering regverdig;
- (h) toesighoudende personeel, uitgesonderd bestuurders of voormanne, moet 'n bonus ontvang van minstens die gemiddelde bonus wat betaal word aan die werknemers oor wie se produksie hulle toesig hou.

## 20. LOGBOEKE

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

(2) (a) Elke afhaler, graad I en graad II, en motorvoertuigbestuurder moet, nadat die logboek in subklousule (1) genoem aan hom verskaf is, die genoemde daaglikse log in duplo so na as moontlik in die voorgeskrewe vorm byhou 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 duplikaatkopie daarvan aan sy werkgewer besorg.

(b) Alle afhalers, graad I en graad II, 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 vertraag of opgekort is, tesame met volle besonderhede in verband met die oorsaak van so 'n vertraging of opskorting.

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

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

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

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

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

## 21. SKRIFTELIKE MAGTIGING VIR AFHALERS

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

## 22. UURLOONSTATE

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

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

(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 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.

### 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 later, 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 date on which operations began or the premises were occupied, as the case may be;
- (h) 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—
  - (i) their full names (surnames and first names);
  - (ii) their clocking numbers (if any);
  - (iii) their classification (category of work);
  - (iv) the dates on which they started work with the particular employer;
  - (v) the wages received by them;
  - (vi) the numbers of their reference books or identity documents;
  - (vii) their race and sex;
  - (viii) whether adults or minors;
  - (ix) 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 name of the person in actual control of each branch of the business;
- (b) the full name of the Secretary of the company;
- (c) the address of the registered offices of the company, including the P.O. Box number (if any) and telephone number (if any).

(4) In the event of a change in any of the particulars required to be furnished in terms of sub-clauses (1), (2) and (3) of this clause, other than the particulars referred to in paragraph (h) 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.

(b) verloffbesoldiging: 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 werkgever 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 versekering.

### 24. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

(1) Elke werkgever wat in die Wassery-, Droogskoonmaak-, en Kleurbedryf is of 'n okkupeerder is van 'n perseel waar een of meer werknemers in die Wassery-, Droogskoonmaak- en Kleurbedryf werk, moet binne een maand na die aanvang van werksaamhede of die okkupasie van sodanige perseel deur hom, of binne een maand nadat hierdie Ooreenkoms van krag geword het, na gelang van watter die jongste datum is, 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 posbusnummer, indien daar een is, en die telefoonnummer, indien daar een is;
- (d) die aard van die besigheid (d.w.s. of dit 'n fabriek en of dit 'n wassery en/of droogskoonmaakery en/of kleurbedryfsinrigting 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 okkupeerder;
- (g) die datum waarop werksaamhede begin het of die perseel betrek is, na gelang van die geval;
- (h) die volgende besonderhede met betrekking tot alle werknemers wat by hom in diens is in die Wassery-, Droogskoonmaak- en Kleurbedryf op die datum van sodanige kennisgewing, nl.—
  - (i) hul volle name (vanne en voorname);
  - (ii) hul inkloknommers (indien daar is);
  - (iii) hul klassifisering (kategorie van werk);
  - (iv) die datums waarop hulle by die betrokke werkgever begin werk het;
  - (v) die lone wat hulle ontvang;
  - (vi) die nommers van hul bewysboeke of persoonskaarte;
  - (vii) hul ras en geslag;
  - (viii) of hulle volwassenes of minderjariges is;
  - (ix) hul Raadnommers (indien dit beskikbaar is).

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

- (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, met inbegrip van die posbusnummer (indien daar een is) en die telefoonnummer (indien daar een is).

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

(5) Wanneer hy die inligting ontvang wat ingevolge subklousules (1), (2) en (3) van hierdie klousule verskaf moet word, moet die Sekretaris van die Raad aan die werkgever of okkupeerder van die betrokke perseel 'n registrasiesertifikaat uitreik waarin die name van die persoon of persone aan wie dit uitgereik word, aangegee word, 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 reeds by die Raad geregistreer is nie. Ingeval die werkgever of okkupeerder van die betrokke perseel weier of in gebreke 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 reeds 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 okkupeerder, en indien dit 'n vennootskap is, op die persoonlike name van een of meer van die betrokke vennote.

(6) For the purpose of this clause "occupied" 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.

(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, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of 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 licence issued; and
- (c) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

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

(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 57 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 the form of Annexure H to this Agreement: Provided that where times of commencing and finishing work and of the rest intervals are recorded mechanically, the provisions of this paragraph shall not apply.

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

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

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

(b) The value of the orders to be recorded in terms of 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 (including any mechanically recorded time records in terms of sub-clause (1) (d) above) for a period of three years subsequent to the occurrence of the events recorded, and these records shall be kept available for inspection at any time within that period.

## 27. COUNCIL FUNDS

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

- (1) On every pay-day after this Agreement comes into operation, every employer shall deduct 4½ 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

(6) Vir die toepassing van hierdie klousule beteken „okkupeerder" 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 hoë ouderdom of swaakheid 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 vir die doel om vroulike werknemers toe te laat om werk te verrig wat deur 'n noodgeval vereis word.

(2) Die Raad bepaal ten opsigte van enigiemand aan wie daar vrystelling kragtens die bepalings van subklousule (1) hiervan verleen word, die voorwaardes waarop daardie vrystelling verleen word en die tydperk waarin 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 waarvoor die vrystelling verleen is, verstryk het of nie.

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

- (a) die betrokke persoon se naam voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes ooreenkomstig die bepalings van subklousule (2) hiervan vasgestel, waarop die vrystelling verleen 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 nummer;
- (b) 'n kopie behou van elke vrystellingsertifikaat wat uitgereik word; en
- (c) in die geval van 'n vrystelling wat aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgever stuur.

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

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

## 26. REGISTERS WAT WERKGEWERS MOET BYHOU

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

- (a) 'n loonregister kragtens artikel 57 van die Wet en ooreenkomstig die regulasies kragtens die Wet;
- (b) 'n alfabetiese diensregister in die vorm van Aanhangel F van hierdie Ooreenkoms;
- (c) 'n register van jaarlikse verlof in die vorm van Aanhangel G van hierdie Ooreenkoms;
- (d) 'n register van die werktye van elkeen van die werknemers, in die vorm van Aanhangel H van hierdie Ooreenkoms: Met dien verstande dat waar aanvangs- en sluitingstye en die rusperodes meganies aangeteken word, die bepalings van hierdie paragraaf nie van toepassing is nie.

(2) Elke werkgever van een of meer afhalers, graad III, 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 geëindig het;
- (c) naam van afhaler, graad III;
- (d) die waarde van die bestellings van artikels wat gewas, droogskoongemaak of gekleur moet word, wat deur hom gedurende die betrokke week ingelewer is;
- (e) die kommissieskaal wat betaalbaar is.

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

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

(4) Elke werkgever moet die registers wat in subklousules (1), (2) en (3) hiervan voorgeskryf word (met inbegrip van enige werktydregisters wat meganies aangeteken word ingevolge subklousule (1) (d) hierbo), vir 'n tydperk van drie jaar ná die aangekende 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 ná die inwerkingtreding van hierdie Ooreenkoms, moet elke werkgever 4½ 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 afgetrek moet word van besoldiging wat aan 'n werknemer, voordat hy met jaarlikse

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.

### 28. EXHIBITION OF AGREEMENT

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

### 29. PURCHASE OF GOODS

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

### 30. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

### 31. EMPLOYEES NOT SPECIFIED

(1) An employer shall notify the Council immediately upon engagement, or upon publication of this Agreement, 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 authorized 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 5592, 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 12th day of June, 1967, in terms of section 31 of the Industrial Conciliation Act, 1956.

M. GORDON,  
Acting Chairman of the Council.  
(Mrs.) C. F. HAUPTFLEISCH,  
Vice-Chairman of the Council.  
M. KAGAN,  
Secretary of the Council.

verlof gaan, betaal word vir enige verloftydperk en vaksiedae 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 werkgever self bygedra moet word, moet deur laasgenoemde 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. VERTONING VAN OOREENKOMS

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

### 29. KOOP VAN GOEDERE

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

### 30. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD

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

### 31. WERKNEMERS NIE GESPEFISEER NIE

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

(2) Afsien daarvan dat sekere kategorieë werk nie gespesifiseer is nie, moet alle bepalings van hierdie Ooreenkoms wat toepaslik is, op die diensvoorwaardes 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 geag die Ooreenkoms te wees en moet hulle vir die onverstreke tydperk van hierdie Ooreenkoms van krag bly.

### 33. ERKENNING VAN DIE VAKVERENIGINGS

(1) elke werkgever moet die sekretaris van die vakverenigings of enige beamptes van die vakverenigings wat skriftelik deur die verenigings daartoe gemagtig is, of enige lid van die verenigings se uitvoerende komitees wat sodanige sekretaris of beamptes vergesel, toelaat om die bedryfsinrigting van tyd tot tyd tydens die middagete- of teepouse 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 vakverenigings uitgereik word, op te plak of te versprei.

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

(3) Wanneer 'n werkgever skriftelik deur 'n werknemer daartoe versoek word, moet die werkgever van die loon van hierdie werknemer die bedrag van die werknemer se vakverenigingsgedagte aftrek en die bedrag wat aldus afgetrek is, vóór 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 5592, Johannesburg, stuur, tesame met 'n staat waarin die besonderhede van sulke aftrekkings gespesifiseer word.

### 34. AGENTE

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

Namens die partye op hede die 12de dag van Junie 1967 in Johannesburg onderteken, ingevolge artikel 31 van die Wet op Nywerheidsversoenings, 1956.

M. GORDON,  
Waarnemende Voorsitter van die Raad.  
(Mev.) C. F. HAUPTFLEISCH,  
Ondervoorsitter van die Raad.  
M. KAGAN,  
Sekretaris van die Raad.

## ANNEXURE A.

## PAY ENVELOPE.

Name of Employer.....

Name of Employee..... Clock No.....

Occupation of Employee.....

For Week Ending..... Wage Rate.....

|                       |               |  |  |
|-----------------------|---------------|--|--|
| Total Wage for.....   | hours worked  |  |  |
| Overtime pay for..... | hours worked  |  |  |
| Leave pay for.....    | months worked |  |  |

TOTAL . . . . .

## Less Deductions:

|                              |  |  |
|------------------------------|--|--|
| Trade Union . . . . .        |  |  |
| Sick Benefit Fund . . . . .  |  |  |
| Unemployment Fund . . . . .  |  |  |
| Industrial Council . . . . . |  |  |
| Contingency Fund . . . . .   |  |  |
| Tax . . . . .                |  |  |
| Others.....                  |  |  |

TOTAL DEDUCTIONS . . . . .

NET AMOUNT DUE.

## AANHANGSEL A.

## LOONKOEVERT.

Werkgewer se naam.....

Werknemer se naam..... Inklokno. ....

Werknemer se beroep.....

Week geëindig..... Loon.....

|                          |               |  |  |
|--------------------------|---------------|--|--|
| Loon vir.....            | ure gewerk    |  |  |
| Oortyd betaling vir..... | ure gewerk    |  |  |
| Verlofbetaling vir.....  | maande gewerk |  |  |

TOTAAL . . . . .

## Min Kortings:

|                               |  |  |
|-------------------------------|--|--|
| Vakvereniging . . . . .       |  |  |
| Siektebystandfonds . . . . .  |  |  |
| Werkloosheidsfonds . . . . .  |  |  |
| Nywerheidsraad . . . . .      |  |  |
| Gebeurlikheidsfonds . . . . . |  |  |
| Belasting . . . . .           |  |  |
| Ander.....                    |  |  |

TOTALE AFTREKKINGS . . . . .

NETTO BEDRAG VERSKULDIG.

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.

Day..... Date.....  
Name of Collector..... Route No.....  
Name of Driver.....  
Name of Collector's or Driver's Assistant..... Vehicle No.....

HOURS OF WORK.

|                          | Of Collector | Of Driver. | Of Collector's or Driver's Assistant. |
|--------------------------|--------------|------------|---------------------------------------|
| Starting Time . . . . .  |              |            |                                       |
| Finishing Time . . . . . |              |            |                                       |
| Lunch Interval . . . . . |              |            |                                       |

Breakdowns (if any).....  
Date handed in to Firm's Office.....  
Signature of Collector..... Signature of Collector's or Driver's Assistant.....  
Signature of Driver.....

FOR FIRM'S OFFICE USE ONLY.

Ordinary Hours Worked—  
By Collector.....  
By Driver.....  
By Collector's or Driver's Assistant.....  
Overtime Hours Worked:—  
By Collector..... Overtime Hourly Rate:—  
By Driver..... Of Collector.....  
By Collector's or Driver's Assistant..... Of Driver.....  
Of Collector's or Driver's Assistant.....

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

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

AANHANGSEL B.

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

POSBUS 1609, JOHANNESBURG.

DAAGLIKSE LOG.

BESONDERHEDE WAT DAAGLIKS DEUR WERKNEMERS INGESKRYF MOET WORD.

Dag..... Datum.....  
Naam van afhaler..... Roetenommer.....  
Naam van motorvoertuigbestuurder.....  
Naam van afhaler of motorvoertuigbestuurder se assistent..... Voertuignommer.....

WERKURE.

|                      | Van afhaler. | Van motorvoertuigbestuurder. | Van afhaler of motorvoertuigbestuurder se assistent. |
|----------------------|--------------|------------------------------|------------------------------------------------------|
| Begintyd . . . . .   |              |                              |                                                      |
| Ophoutyd . . . . .   |              |                              |                                                      |
| Etenspouse . . . . . |              |                              |                                                      |

Defekte aan voertuie (indien daar is).....  
Datum by firma se kantoor ingehandig.....  
Handtekening van afhaler.....  
Handtekening van motorvoertuigbestuurder.....  
Handtekening van afhaler of motorvoertuigbestuurder se assistent.....

SLEGS VIR DIE KANTOORGEBRUIK VAN DIE FIRMA.

Gewone ure gewerk:—  
Deur afhaler.....  
Deur motorvoertuigbestuurder.....  
Deur afhaler of motorvoertuigbestuurder se assistent.....

Oortydure gewerk:— Oortydurskaal:—  
Deur afhaler..... Van afhaler.....  
Deur motorvoertuigbestuurder..... Van motorvoertuigbestuurder.....  
Deur afhaler of motorvoertuigbestuurder se assistent..... Van afhaler of motorvoertuigbestuurder se assistent.....  
Handtekening van werkgewer of persoon deur hom gemagtig..... Datum nagesien.....

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

Alle navrae betreffende logboekstate moet binne drie maande van die datum af waarop die navraag 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.....<br>Month. | Monthly Signature<br>of Employer. | Month.    | Monthly Signature<br>of Employer. | Month.    | Monthly Signature<br>of Employer. | Month.   | Monthly Signature<br>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.

Werkgewer se handtekening.

| Jaar.....<br>Maand. | Werkgewer se<br>handtekening,<br>maandeliks. | Maand.    | Werkgewer se<br>handtekening,<br>maandeliks. | Maand.    | Werkgewer se<br>handtekening,<br>maandeliks. | Maand.   | Werkgewer se<br>handtekening,<br>maandeliks. |
|---------------------|----------------------------------------------|-----------|----------------------------------------------|-----------|----------------------------------------------|----------|----------------------------------------------|
| Januarie .          |                                              | April . . |                                              | Julie . . |                                              | Oktober. |                                              |
| 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).....

Identity No.....

Employee's Council No.....

| Name of Firm. | Classification on Engagement. | Date Started Work. | Wage on Engagement. | Date of Termination. | Wage on Termination. | Classification on Termination. | Stamp and Signature of Employer. |
|---------------|-------------------------------|--------------------|---------------------|----------------------|----------------------|--------------------------------|----------------------------------|
|               |                               |                    |                     |                      |                      |                                |                                  |
|               |                               |                    |                     |                      |                      |                                |                                  |

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

AANHANGSEL D.

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

Posbus 1609, Johannesburg.

DIENSSERTIFIKAAT.

Volle naam van werknemer.....

Persoonsnommer.....

Werknemer se Raadsnommer.....

| Naam van firma. | Klassifikasie by indiensneming. | Datum waarop werk begin is. | Loon by indiensneming. | Datum van beëindiging. | Loon by beëindiging. | Klassifikasie by beëindiging. | Stempel en Handtekening van werkgewer. |
|-----------------|---------------------------------|-----------------------------|------------------------|------------------------|----------------------|-------------------------------|----------------------------------------|
|                 |                                 |                             |                        |                        |                      |                               |                                        |
|                 |                                 |                             |                        |                        |                      |                               |                                        |

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

## ANNEXURE E (FRONT).

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

P.O. Box 1609, JOHANNESBURG.

Name of Firm.....

Monthly Employment Return for the Month of.....

Please Note:

- (1) This form must be forwarded to the Council in duplicate, by the 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.
- (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.

| Council Number. | Employee's Surname.<br>(This applies also to Natives.) | Employee's First Name(s). | Identity Number. | Clock Number<br>(if any). | Classification on Engagement. | Date of Engagement. | Wages on Engagement. | Date Left. | Wages on Leaving. | Classification on Leaving. | Leave Pay Paid on Termination. |
|-----------------|--------------------------------------------------------|---------------------------|------------------|---------------------------|-------------------------------|---------------------|----------------------|------------|-------------------|----------------------------|--------------------------------|
|                 |                                                        |                           |                  |                           |                               |                     |                      |            |                   |                            |                                |
|                 |                                                        |                           |                  |                           |                               |                     |                      |            |                   |                            |                                |
|                 |                                                        |                           |                  |                           |                               |                     |                      |            |                   |                            |                                |

P.T.O.

PLEASE TURN OVER—FOR ENGAGEMENTS OR RE-CLASSIFICATIONS.

P.T.O.

## ANNEXURE E (BACK).

P.T.O.

P.T.O.

PLEASE TURN OVER—FOR TERMINATIONS AND SPECIAL NOTES.

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

| Council Number (if known). | Employee's Surname.<br>(This applies also to Natives.) | Employee's First Name(s). | Identity Number. | Clock Number<br>(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.

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

Date.....19.....

(Signed).....

Signature of Employer or Person Authorised

## AANHANGSEL E (VOORKANT).

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

POSBUS 1609, JOHANNESBURG.

Naam van Firma.....

Let Wel:

Maandelikse Diensopgaaf vir die maand.....

- (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 voorafgaan. Een afskrif sal deur die Raad geëndosseer word en aan die werkgewer as ontvangsbewys teruggestuur word.
- (2) Die inligting wat op hierdie vorm verstrekt moet word is van toepassing op die volgende werknemers:—  
Almal wat in diens getree het, of wie se diens beëindig is, of wie se klas werk gedurende bogenoemde maand verander is.
- (3) Alle kolomme moet ingevul word in die mate waarin hulle van toepassing is. Lees die opskrifte noukeurig.
- (4) Geen opgawes moet ook 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 BEËINDIG IS.

| Raads-<br>nommer. | Werknemer se van.<br>(Dit is ook op Naturelle<br>van toepassing.) | Werknemer se voornaam(-name) | Persoons-<br>nommer. | Inklok-<br>nommer<br>(indien<br>daar<br>een is). | Klassifi-<br>kasie<br>by<br>indiens-<br>neming. | Datum van<br>indiens-<br>neming. | Loon<br>by<br>indiensneming. | Datum van<br>diensbe-<br>eindiging. | Loon<br>by<br>beëindiging. | Klassifikasie<br>by<br>beëindiging. | Verlofbesoldi-<br>ging betaal by<br>beëindiging. |
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|                   |                                                                   |                              |                      |                                                  |                                                 |                                  |                              |                                     |                            |                                     |                                                  |

BLAAI OM.

BLAAI ASB. OM—VIR INDIENSNEMINGS OF HERKLASSIFIKASIES.

BLAAI OM

## 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.

| Raad-<br>nom-<br>mer (indien<br>bekend). | Werknemer se van.<br>(Dit is ook op Naturelle<br>van toepassing.) | Werknemer se<br>voornaam (-name). | Persoons-<br>nommer. | Inklok-<br>nommer<br>(indien<br>daar<br>een is). | Ras. | Geslag. | Ouderdom<br>(indien<br>ouer as<br>18 jr. noem<br>ouderdom) | Klassifikasie<br>by<br>indiensneming. | Datum van<br>indiens-<br>neming. | Loon<br>by<br>indiensneming. | Vorige werkgewer (indien bekend). |
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## AFDELING C.—WERKNEMERS WIE SE KLAS WERK GEDURENDE BOGENOEMDE MAAND VERANDER HET.

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

19.....

(Geteken).....

Handtekening van werkgewer of gemagtigde persoon.



## ANNEXURE G.

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

## ANNUAL LEAVE REGISTER.

NOTE.—If necessary, more than one line may be used for any one employee.

| Full Name of Employee.<br>(Please include surnames of<br>Natives.) | Clock or<br>Register<br>No. | Council's<br>Card<br>No. | Personal<br>Identity<br>No. | Classifica-<br>tion at<br>time of<br>engage-<br>ment. | Date<br>Started<br>Work<br>for<br>Firm. | During 19.....                            |                                            |                                       | During 19.....                            |                                            |                                       | During 19.....                            |                                            |                                       | During 19.....                            |                                            |                                       |
|--------------------------------------------------------------------|-----------------------------|--------------------------|-----------------------------|-------------------------------------------------------|-----------------------------------------|-------------------------------------------|--------------------------------------------|---------------------------------------|-------------------------------------------|--------------------------------------------|---------------------------------------|-------------------------------------------|--------------------------------------------|---------------------------------------|-------------------------------------------|--------------------------------------------|---------------------------------------|
|                                                                    |                             |                          |                             |                                                       |                                         | Rate of<br>Pay at<br>time<br>of<br>Leave. | Date<br>Annual<br>Leave<br>Com-<br>menced. | Amount<br>of<br>Leave<br>Pay<br>Paid. | Rate of<br>Pay at<br>time<br>of<br>Leave. | Date<br>Annual<br>Leave<br>Com-<br>menced. | Amount<br>of<br>Leave<br>Pay<br>Paid. | Rate of<br>Pay at<br>time<br>of<br>Leave. | Date<br>Annual<br>Leave<br>Com-<br>menced. | Amount<br>of<br>Leave<br>Pay<br>Paid. | Rate of<br>Pay at<br>time<br>of<br>Leave. | Date<br>Annual<br>Leave<br>Com-<br>menced. | Amount<br>of<br>Leave<br>Pay<br>Paid. |
|                                                                    |                             |                          |                             |                                                       |                                         |                                           |                                            |                                       |                                           |                                            |                                       |                                           |                                            |                                       |                                           |                                            |                                       |
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## AANHANGSEL G.

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

## JAARLIKSE VERLOFREGISTER.

LET WEL.—Indien nodig kan meer as een reël vir enige werknemer gebruik word.

| Volle naam van werknemer.<br>(Sluit asseblief die vanne<br>van Bantoes in.) | Inklok- of<br>Register-<br>nommer. | Raad se<br>kaart-<br>nommer. | Persoons-<br>nommer. | Klassifi-<br>kasie ten<br>tye van<br>indiens-<br>neming. | Datum<br>waarop<br>werk vir<br>firma<br>begin is. | Gedurende 19.....                                    |                                                      |                                                      | Gedurende 19.....                                    |                                                      |                                                      | Gedurende 19.....                                    |                                                      |                                                      | Gedurende 19.....                                    |                                                      |                                                      |
|-----------------------------------------------------------------------------|------------------------------------|------------------------------|----------------------|----------------------------------------------------------|---------------------------------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
|                                                                             |                                    |                              |                      |                                                          |                                                   | Besol-<br>diging-<br>skaal ten<br>tye van<br>verlof. | Datum<br>waarop<br>jaarlikse<br>verlof<br>begin het. | Bedrag<br>van verlof-<br>besol-<br>diging<br>betaal. | Besol-<br>diging-<br>skaal ten<br>tye van<br>verlof. | Datum<br>waarop<br>jaarlikse<br>verlof<br>begin het. | Bedrag<br>van verlof-<br>besol-<br>diging<br>betaal. | Besol-<br>diging-<br>skaal ten<br>tye van<br>verlof. | Datum<br>waarop<br>jaarlikse<br>verlof<br>begin het. | Bedrag<br>van verlof-<br>besol-<br>diging<br>betaal. | Besol-<br>diging-<br>skaal ten<br>tye van<br>verlof. | Datum<br>waarop<br>jaarlikse<br>verlof<br>begin het. | Bedrag<br>van verlof-<br>besol-<br>diging<br>betaal. |
|                                                                             |                                    |                              |                      |                                                          |                                                   |                                                      |                                                      |                                                      |                                                      |                                                      |                                                      |                                                      |                                                      |                                                      |                                                      |                                                      |                                                      |
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No. R.2096.]

[29th December, 1967.

**FACTORIES, MACHINERY AND BUILDING  
WORK ACT, 1941**

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

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Laundry, Dry Cleaning and Dyeing Trade, published under Government Notice No. R.2095 of the 29th December, 1967, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

**M. VILJOEN,**  
Minister of Labour.

No. R.2097.]

[29th December, 1967.

**WAR MEASURES ACT, 1940**

**SUSPENSION OF COST OF LIVING ALLOWANCE  
REGULATIONS PUBLISHED UNDER WAR  
MEASURE NO. 43 OF 1942**

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

I, MARAIS VILJOEN, Minister of Labour, hereby, in terms of regulation (4) (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Laundry, Dry Cleaning and Dyeing Trade published under Government Notice No. R.2095 of the 29th December, 1967.

**M. VILJOEN,**  
Minister of Labour.

No. R.2096.]

[29 Desember 1967.

**WET OP FABRIEKE, MASJINERIE EN  
BOUWERK, 1941**

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

Ek MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Wassery-, Droogskoonmaak- en Kleurbedryf, gepubliseer by Goewermentskennisgewing No. R.2095 van 29 Desember 1967 oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

**M. VILJOEN,**  
Minister van Arbeid.

No. R.2097.]

[29 Desember 1967.

**WET OP OORLOGSMAATREELS, 1940**

**OPSKORTING VAN REGULASIES OP  
LEWENSKOSTETOELAES GEPUBLISEER BY  
OORLOGSMAATREËL NO. 43 VAN 1942**

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

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Wassery-, Droogskoonmaak- en Kleurbedryf wat by Goewermentskennisgewing No. R.2095 van 29 Desember 1967, gepubliseer is.

**M. VILJOEN,**  
Minister van Arbeid.

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