



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

EXTRAORDINARY BUITENGEWONE Government Gazette Staatskoerant

(Registered at the Post Office as a Newspaper)

(As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. CLXXXII.] PRICE 6d. PRETORIA, 2 DECEMBER 1955. PRYS 6d. [No. 5590.
2 DESEMBER

All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2385.] [2 December 1955.
INDUSTRIAL CONCILIATION ACT, 1937.

LAUNDRY, DRY CLEANING AND DYEING INDUSTRY, NATAL.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Dry Cleaning and Dyeing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending *two* years from the said second Monday, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of those organisations or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 22 (inclusive) 24 and 25 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending *two* years from the said second Monday, upon the other employers and employees engaged or employed in the said industry in the Magisterial District of Durban excluding the area falling outside a 15 mile radius from the General Post Office, Durban; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of Durban excluding the area falling outside a 15 mile radius from the General Post Office, Durban, and from the second Monday after the date of publication of this notice and for the period ending *two* years from the said second Monday, the provisions contained in clauses 3 to 22 (inclusive) and 25 of the said Agreement shall *mutatis mutandis* apply in respect of such persons in the said industry as are not included in the definition of the expression "employee", contained in section *one* of the said Act.

J. DE KLERK,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2385.] [2 Desember 1955.
NYWERHEID-VERSOENINGSWET, 1937.

WASSERY-, DROOGSKOONMAAK- EN KLEUR- NYWERHEID, NATAL.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hierby verskyn en op die Wassery-, Droogskoonmaak- en Kleurnywerheid betrekking het, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat *twee* jaar van genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 3 tot en met 22, 24 en 25 van genoemde Ooreenkoms vervat, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat *twee* jaar vanaf genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrik van Durban, uitgesonderd die gebied wat buite 'n radius van 15 myl van die Hoofposkantoor, Durban, val; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 3 tot en met 22 en 25 van genoemde Ooreenkoms vervat, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk van *twee* jaar van genoemde tweede Maandag af eindig, in die magistraatsdistrik van Durban, uitgesonderd die gebied wat buite 'n radius van 15 myl van die Hoofposkantoor, Durban, val, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

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

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the

Natal Laundry, Cleaners' and Dyers' Association (hereinafter called the "employers" or "employers' organisation"), of the one part, and the

Laundry, Dry-cleaning and Dyeing Employees' Union (Natal) (hereinafter called "the employees" or "the trade union"), of the other part,

being the parties to the Industrial Council for the Laundry, Dry-cleaning and Dyeing Industry, Natal.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of Durban excluding the area falling outside a 15 mile radius from the General Post Office, Durban, by all employers who are members of the employers' organisation who are engaged in the Laundry, Cleaning and Dyeing Industry and by all employees who are members of the trade union and are employed in the industry and for whom minimum wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour and shall remain in force for two years or for such period as the Minister may decide.

3. DEFINITIONS.

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

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

"Act" means the Industrial Conciliation Act, 1937;

"alternate" means a person appointed to act on behalf of a representative on the Council in the absence of the latter;

"basic wage" means that portion of remuneration, exclusive of cost of living allowance payable in money to an employee in respect of his ordinary hours of work;

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

"calender hand" means an employee who operates a calender or flat work ironing machine, and includes a shaker, preparer, feeder, receiver and folder;

"cavasser" means an employee, other than a receiving depot assistant, who on a house-to-house round is engaged in inviting, soliciting or canvassing new or repeat orders for goods to be laundered, dry-cleaned or dyed, and who may collect goods for laundering, cleaning or dyeing, and may deliver goods to customers and accept payment in respect thereof;

"casual employee" means an employee who is employed by the same employer for not more than three days in any 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 grade IV employees;

"checker" means an employee engaged in checking articles with the customer's list or the firm's invoice and who may invoice or price such articles;

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

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

"checker's assistant or caller out" means an employee engaged in opening up parcels or bundles of articles to be laundered, cleaned or dyed and counting out or calling over such articles to the checker;

"cleaner" means an employee who directs and supervises the work of employees engaged in cleaning articles by the spirit, dry-cleaning or wet-washing process in the dry-cleaning section of an establishment and who is responsible for the nature of the treatment to be employed in removing spots or stains from articles;

BYLAE.

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

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

Natal Laundry, Cleaners' and Dyers' Association (hieronder "die werkgewers" of "werkgewersorganisasie" genoem), aan die eenkant, en die

Laundry, Dry-cleaning and Dyeing Employees Union (Natal) (hieronder die "werknemers" of "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurnywerheid (Natal).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraats-distrik van Durban, met uitsondering van die gebied buite 'n straal van 15 myl van die Hoofposkantoor, Durban, nagekom word deur alle werkgewers wat lede is van die werkgewers-organisasie en die wassery-, skoonmaak- en kleurnywerheid uitoefen, en deur alle werknemers wat lede is van die vakvereniging en by die nywerheid in diens is, en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister van Arbeid bepaal word en bly van krag vir twee jaar of vir sodanige tydperk as wat die Minister besluit.

3. WOORDOMSKRYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet bepaal is, het dieselfde betekenis as in daardie Wet.

'n Verwysing na 'n wet omvat enige wysiging van so 'n wet, en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; verder, tensy dit strydig met die samehang is, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„plaasvervanger”, 'n persoon wat aangestel is om namens 'n verteenwoordiger op die Raad by die afwesigheid van laasgenoemde op te tree;

„basiese loon”, daardie gedeelte van die besoldiging, uitgesonderd die lewenskostetoelae, wat aan 'n werknemer ten opsigte van sy gewone werkure in kontant betaalbaar is;

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

„kalenderbediener”, 'n werknemer wat 'n kalender of 'n strykmasjiën vir pletwerk bedien, en omvat 'n skudder, bereider, voeder, ontvanger en vouer;

„bestellingwerwer”, 'n werknemer, uitgesonderd 'n ontvangsdepotdienaar wat nuwe bestellings of herhaalbestellings vir die was en stryk, droogmaak of kleur van goedere van huis tot huis aanvaar, solisiteer of werf en wat goedere wat gewas en gestryk, skoongemaak of gekleur moet word, kan insamel, aan kliente aflewer en betaling ten opsigte daarvan kan aanneem;

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

„onderbaas”, 'n werknemer wat onder toesig van 'n voorman, voorvrou, skoonmaker of kleurder oor 'n groep of afdeling graad IV-werknemers toesig hou;

„nasiener”, 'n werknemer wat goedere nasien om dit met die lys van die klant of met die firma se faktuur te vergelyk en wat vir sodanige goedere die fakture kan invul of die pryse kan toewys;

„nasiener, gekwalifiseer”, 'n nasiener met minstens een jaar ondervinding;

„nasiener, ongekwalifiseer”, 'n nasiener met minder as een jaar ondervinding;

„nasienerassistent of uitroeper”, 'n werknemer wat pakkette of bondels goedere oopmaak wat gewas en gestryk, skoon- gemaak of gekleur moet word, en sodanige goedere vir die nasiener aftel of uitroep;

„skoonmaker”, 'n werknemer wat in die droogskoonmaakafdeling van 'n inrigting die beheer en toesig het oor die werk van werknemers belas met die skoonmaak van goedere deur middel van die bensien-, droogskoonmaak- of die natwas- proses, en verantwoordelik is vir die soort behandeling om kolle of vlekke uit goedere te verwyder;

"cleaner, qualified," means a cleaner who has had not less than five years' experience;

"cleaner, unqualified," means a cleaner who has had less than five years' experience;

"clerical employee" means an employee, other than a telephone operator, checker, receiving depot assistant or invoice clerk, engaged in writing, typing, or other form of clerical work, and includes a storeman and cashier;

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

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

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

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

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

"despatch clerk" means an employee who receives parcels already assembled, and who is responsible for the despatch thereof;

"driver of a motor vehicle" means an employee other than a canvasser or vanman engaged in driving a motor vehicle, and for the purposes of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive;

"dyer" means an employee who is in charge of and responsible for the process of dyeing, including the mixing of colours and the regulation of the temperature of the dye solution;

"establishment" means any premises in or in connection with which one or more employees are employed in the Laundering, Cleaning or Dyeing Trade and includes a receiving depot;

"examiner" means an employee engaged in examining for faults or blemishes articles which have been laundered, cleaned or dyed after the completion of the processes involved;

"experience" means, in relation to a clerical employee, invisible mender, invoice clerk, receiving depot assistant, checker, cleaner, grade I employee, grade II employee or grade III employee, the total period or periods of employment which the employee has had as a clerical employee, invisible mender, invoice clerk, receiving depot assistant, checker, cleaner, grade I employee, grade II employee or grade III employee, as the case may be;

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

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

"general worker" means an employee who is restricted to the following duties:—

Turning out pockets; brushing turn-ups; hanging up articles in the factory; carrying garments, sweeping and cleaning premises, accompanying a driver of a motor vehicle or canvasser exclusively for the purpose of keeping watch on the contents of the van during the absence of such driver or canvasser; or while the driver or canvasser is otherwise engaged; washing and cleaning delivery vans; making and serving of tea and/or other refreshments;

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

Examiner; hat blocker and/or shaper; marker and/or sorter in the laundering section of the trade; mender and/or seamstress; spotter;

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

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

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

Ironer in the dry-cleaning section of the trade; plain sewer; pleater; presser in the dry-cleaning section of the trade;

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

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

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

Benzine or other dry-cleaning machine attendant; hydro operator; ironer in the laundering section of the trade; presser in the laundering section of the trade; shirt and collar machinist; washing machine attendant;

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

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

"klerklike werknemer," 'n werknemer, uitgesonderd 'n telefonis, 'n nasiener, 'n ontvangsdepotdienaar of faktuurklerk, wat skryfwerk, tikwerk of 'n ander vorm van klerklike werk verrig en omvat 'n stoomman en kassier;

"klerklike werknemer, manlik, gekwalifiseer," 'n manlike klerklike werknemer met minstens vyf jaar ondervinding;

"klerklike werknemer, manlik, ongekwalifiseer," 'n manlike klerklike werknemer met minder as vyf jaar ondervinding;

"klerklike werknemer, vroulik, gekwalifiseer," 'n vroulike klerklike werknemer met minstens vier jaar ondervinding;

"klerklike werknemer, vroulik, ongekwalifiseer," 'n vroulike klerklike werknemer met minder as vier jaar ondervinding;

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

"versendingsklerk", 'n werknemer wat pakkette wat klaar bymekaar gemaak is, ontvang, en vir die versending daarvan verantwoordelik is;

"motorvoertuigdrywer", 'n werknemer (uitgesonderd 'n bestellingwerwer of 'n bestelwaman) wat 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing omvat die dryf van 'n motorvoertuig "alle dryftydperke en enige tyd wat deur die drywer aan werk in verband met die voertuig of die vrag bestee word, en alle tydperke wat hy op sy pos moet bly, gereed om te dryf;

"kleurder", 'n werknemer wat belas is met, en verantwoordelik is vir, die kleurproses en ook vir die kleurmenging en die regulering van die temperatuur van die kleurelopping;

"inrigting", 'n perseel waarin of in verband waarmee een of meer werknemers in die wassery-, skoonmaak- of kleurnywerheid in diens is, en omvat ook 'n ontvangdepot;

"ondersoeker", 'n werknemer wat goedere wat gewas en gestryk, skoongemaak of gekleur is, ten opsigte van foute of beskadigde plekke, ná behandeling volgens die betrokke prosesse, ondersoek;

"ondervinding", ten opsigte van 'n klerklike werknemer, 'n fynstopper, 'n faktuurklerk, 'n ontvangdepotassistent, 'n nasiener, 'n skoonmaker, 'n graad I-werknemer, 'n graad II-werknemer of graad III-werknemer, die totale diensydperk of diensydperke wat die werknemer as 'n klerklike werknemer, 'n fynstopper, 'n faktuurklerk, ontvangdepotassistent, 'n nasiener, 'n skoonmaker, 'n graad I-werknemer, 'n graad II-werknemer of 'n graad III-werknemer, na gelang van die geval, gehad het;

"voorman", 'n werknemer wat verantwoordelik is vir die werknemers in 'n inrigting, wat beheer oor sodanige werknemers uitoefen en daarvoor verantwoordelik is dat hulle hulle werk behoorlik verrig;

"voortvrou", 'n werknemer wat verantwoordelik is vir die vroulike werknemers in 'n inrigting en daarvoor verantwoordelik is dat hulle hulle werk behoorlik verrig;

"algemene werknemer", 'n werknemer wie se pligte beperk is tot: Klere se sakke omkeer, omslagkante borsel, goedere in die inrigting ophang, kledingstukke aandra, persele vee en skoonmaak, saam met 'n motorvoertuigdrywer of bestellingwerwer gaan, uitsluitlik vir die doel om die bestelwa se vrag tydens die afwesigheid van die drywer of bestellingwerwer op te pas; of terwyl die drywer of bestellingwerwer anders besig is, bestelwaens was en skoonmaak, tee en/of ander verversings berei en bedien;

"graad I-werknemer", 'n werknemer wat een of meer van die volgende pligte verrig:—

Ondersoeker, hoedeblokker en/of fatsoeneerder, merker en/of sorteerder in die wasseryafdeling van die bedryf, heelmaker en/of maister, vlekuithaler;

"graad I-werknemer, gekwalifiseer," 'n graad I-werknemer met minstens 6 maande ondervinding;

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

"graad II-werknemer", 'n werknemer wat een van die volgende pligte verrig:—

Stryker in die droogskoonmaakafdeling van die bedryf, 'n gewone naaiwerker, plooiër, perser in die droogskoonmaakafdeling van die bedryf;

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

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

"graad III-werknemer", 'n werknemer wat een van die volgende pligte verrig:—

'n Bens-en- of ander droogskoonmaakmasjienbediener, 'n droogmasjienbediener, stryker in die wasseryafdeling van die bedryf, perser in die wasseryafdeling van die bedryf, hemp- en boordjemasjien, wasmasjienbediener;

"grade III employee, qualified," means a grade III employee who has had not less than three months' experience;
 "grade III employee, unqualified," means a grade III employee who has had less than three months' experience;
 "grade IV employee" means an employee engaged in one or more of the following capacities:—

Driver of an animal-drawn vehicle; watchman or caretaker; wet cleaner or water brusher;

"hat blocker and/or shaper" means an employee engaged in blocking and/or ironing and/or shaping a hat after it has been cleaned;

"invisible mender" means an employee engaged in mending or repairing a garment or other article composed of woven or knitted material by hand or machine, using the stoating, fine-drawing or reentering process according to the kind of tear or damage to the material, and includes the mending of silk or other hosiery by drawing through the broken threads;

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

"invisible mender, unqualified," means an invisible mender who has had less than two years' experience;

"invoice clerk" means an employee engaged in entering up and pricing articles on the firm's invoice;

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

"invoice clerk, unqualified," means an invoice clerk who has had less than two years' experience;

"ironer" means an employee engaged in ironing articles with a hand iron;

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

"machine operator or attendant" means an employee who operates, attends, starts or stops a power-driven machine and who may feed or take off from such a machine; and the expression "operating or attending a machine" shall have a corresponding meaning;

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

"marker and/or sorter" means an employee engaged in marking articles for identification or in sorting articles according to their identification marks;

"marker and/or sorter, qualified," means a marker and/or sorter who has had not less than six months' experience;

"marker and/or sorter, unqualified," means a marker and/or sorter who has had less than six months' experience;

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

"mechanic's labourer" means an employee who, under the supervision of a mechanic or maintenance man, assists either of them in making minor adjustments to, or greases and oils machinery and plant;

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

"mechanic's labourer, unqualified," means a mechanic's labourer who has had less than six months' experience;

"mender and/or seamstress" means an employee, other than an invisible mender, engaged in making alterations and/or major repairs to garments or other woven or knitted articles;

"messenger boy" means an employee who delivers or collects articles, as and when required to fulfil casual orders, on foot or by means of a bicycle or hand-propelled vehicle;

"packer" means an employee engaged in assembling, wrapping and parcelling garments or other articles for despatch;

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

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

"piece-work" means any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done irrespective of the time spent on such work;

"plain sewer" means an employee, other than an invisible mender or a mender and/or seamstress, engaged in making minor repairs to garments or other woven or knitted articles, including the replacement of hat linings, hat bands, belts, buckles, buttons or other fastenings and darning hosiery;

"presser" means an employee engaged in operating a pressing machine;

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

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

"graad IV-werknemer," 'n werknemer wat een of meer van die volgende pligte verrig:—

Dierevoertuigdrywer, wag of opsigter, natskoonmaker of waterborselaar;

"hoedeblokker en/of fatsoeneerder," 'n werknemer wat 'n hoed, nadat dit skoongemaak is, blok en/of stryk en/of fatsoeneer;

"fynstopper," 'n werknemer wat 'n kledingstuk of ander artikel wat met die hand of met 'n masjien uit geweefde of gebreide materiaal gemaak is, heelmaak of herstel deur die toepassing van die hermelyn-, fyndraad- of fynstopproses, na gelang van hoe die materiaal gekeur of beskadig is, en omvat ook die heelmaak van sykouse of ander kousstofware deur middel van deurtrekking van die gebreke drade;

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

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

"faktuurklerk," 'n werknemer wat goedere op die faktuur van die firma inskryf en die pryse daarvan bereken;

"faktuurklerk, gekwalifiseer," 'n faktuurklerk met minstens twee jaar ondervinding;

"faktuurklerk, ongekwalifiseer," 'n faktuurklerk met minder as twee jaar ondervinding;

"stryker," 'n werknemer wat goedere met 'n handyster stryk;

"Wassery-, Droogskoonmaak- en Kleurnywerheid" of "nywerheid", die nywerheid waarin werkgewers en werknemers verbonde is om alle soorte geweefde, gespinde, gebreide of gehelnde materiaal of artikels wat van sodanige materiaal gemaak is, met inbegrip van bekleeëde of bekleede artikels, te was, skoon te maak of te kleur, en omvat alle bewerkinge wat daarmee gepaard gaan of daarop volg, indien dit deur sodanige werkgewers en hulle werknemers uitgevoer word;

"masjienbediener of oppasser," 'n werknemer wat 'n kragmasjien bedien, oppas, aansit of stopst en wat die masjien kan voer of goedere daarvan kan afneem, en die uiterdrukking "n masjien bedien of oppas" dra 'n ooreenstemmende betekenis;

"onderhouer," 'n werknemer, uitgesonderd 'n werktuigkundige, wat klein herstellings en verstellers aan masjinerie, bedryfsinstallasies, geboue of ander toerustings doen;

"merker en/of sorteerder," 'n werknemer wat artikels vir uitkenning merk of volgens hulle uitkenningmerke sorteer;

"merker en/of sorteerder, gekwalifiseer," 'n merker en/of sorteerder met minstens ses maande ondervinding;

"merker en/of sorteerder, ongekwalifiseer," 'n merker en/of sorteerder met minder as ses maande ondervinding;

"werktuigkundige," 'n werknemer wat 'n geskoolde vakman of ambagsman is;

"werktuigkundige se handlanger," 'n werknemer wat onder die toesig van 'n werktuigkundige of 'n onderhouer, die een of die ander van hulle by die aanbring van klein verstellers aan masjinerie en bedryfsinstallasies behulpsaam is, of masjinerie en bedryfsinstallasies smeer en olie;

"werktuigkundige se handlanger, gekwalifiseer," 'n werktuigkundige se handlanger met minstens ses maande ondervinding;

"werktuigkundige se handlanger, ongekwalifiseer," 'n werktuigkundige se handlanger met minder as ses maande ondervinding;

"versteller en/of naaister," 'n werknemer, uitgesonderd 'n fynstopper, wat kledingstukke of ander geweefde of gebreide goedere verander en/of belangrike herstelwerk daaraan doen;

"afleweringsbode," 'n werknemer wat, wanneer dit nodig is om los bestellings uit te voer, goedere te voet of per fiets of met 'n stootwaentjie aflewer of afhaal;

"verpakker," 'n werknemer wat kledingstukke en ander goedere vir afsending bymekaarbring, indraai en in pakke toe maak;

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

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

"stukwerk," 'n werkwyse waarvolgens die minimum loon waarop 'n werknemer geregtig is, uitsluitlik bereken word volgens die hoeveelheid of omvang van die gedane werk, sonder inagneming van die tyd wat aan die werk bestee word;

"gewone naaiwerker," 'n werknemer, uitgesonderd 'n fynstopper of 'n versteller en/of naaister, wat klein herstelwerkies aan kledingstukke of aan ander geweefde of gebreide goedere doen, waaronder ook begrepe is die werk van hoedevergins, hoedbande, lyfbande, gespes, knope of ander vasmaakgoeds vervang en kousstofware stop;

"perser," 'n werknemer wat 'n persmasjien bedien;

"receiving depot assistant" means an employee engaged in receiving from customers articles to be laundered, cleaned or dyed and/or in re-issuing to customers such articles after processing, and includes the acceptance of money for the processing of such articles, the banking of such money and/or who is responsible for keeping the records of the depot;

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

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

"shirt and collar machinist" means an employee engaged in ironing collars and/or shirts by machine;

"short time" means a temporary reduction in the number of ordinary hours of work of an employee due to a general breakdown of plant or machinery or a threatened breakdown of buildings, caused by accident or unforeseen emergency or to slackness of trade or to shortage of raw material;

"spotter" means an employee engaged in removing spots or stains from articles by any process other than water brushing;

"steamer" means an employee who operates a puff steamer, steam board or trouser stretcher;

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

"tumbler attendant" means an employee who attends to or operates a tumbler machine or any mechanical drying machine;

"vanman" means an employee who, under the supervision of a canvasser or a driver of a motor vehicle, assists such driver or canvasser in the performance of his duties, but who does not drive a motor vehicle or invite, solicit or canvass orders;

"wage" means that portion of the remuneration payable to an employee in money in respect of the ordinary hours of work laid down in clause 6;

"wet cleaner or water brusher" means an employee engaged in washing articles by hand with the use of a brush, cloth or sponge and soap or a soap solution or powder.

In classifying an employee for the purposes of this Determination he shall be deemed to be in that class in which he is wholly or mainly employed.

4. REMUNERATION.

(1) The minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder:—

	Per Week.
	£ s. d.
Boiler attendant	1 15 0
Calender hand—	
under the age of 18 years	1 5 0
of the age of 18 years or over—	
for less than six months' experience	1 10 0
for more than six months' experience	1 12 6
Canvasser	4 0 0
Chargehand	2 5 0
Checker, qualified, in the laundering section of the trade	2 7 6
Checker, unqualified, in the laundering section of the trade—	
for the first six months of experience	1 15 0
for the second six months of experience	2 1 3
Checker, qualified, in the dry cleaning section of the trade	2 2 6
Checker, unqualified, in the dry cleaning section of the trade—	
for the first six months of experience	1 17 6
for the second six months of experience	2 0 0
Checker's assistant or caller out—	
of the age of 18 years or over	1 10 0
under the age of 18 years	1 5 0
Cleaner, qualified	7 10 0
Cleaner, unqualified—	
for the first year of experience	1 10 0
for the second year of experience	2 14 0
for the third year of experience	3 18 0
for the fourth year of experience	5 2 0
for the fifth year of experience	6 6 0
Clerical employee, male, qualified	5 15 5

"ontvangdepotassistent", 'n werknemer wat goedere wat gewas en gestryk, skoongemaak of gekleur moet word, van klante ontvang, en/of sodanige goedere ná die prosesbehandeling daarvan aan klante terugbesorg, waaronder ook die aanneem van geld vir die prosesbehandeling van sodanige goedere en die bank van deurdie geld inbegrepe is, en/of wat vir die aanteken van die verslae van die depot verantwoordelik is;

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

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

"hemde- en boordjemasjins", 'n werknemer wat hemde en/of boordjies met 'n masjien stryk;

"korttyd", 'n tydelike vermindering van die getal gewone werkure van 'n werknemer as gevolg van 'n algemene onklaar-raking van installasie of masjinerie, veroorsaak deur 'n ongeluk of onvoorsien noodgeval, of deur 'n slapte in d.e bedryf of 'n tekort aan grondstowwe;

"vlekuithalcr", 'n werknemer wat kolle of vlekke uit goedere verwyder deur middel van enige ander proses as om met water te borsel;

"stomer", 'n werknemer wat met 'n pofgoedstomer, 'n stoom-blad of 'n broekspanraam werk;

"taakwerk", enige stelsel van werk waarvolgens 'n minimum hoeveelheid of omvang van werk wat in 'n bepaalde tyd ver-rig moet word, vasgestel word as 'n voorwaarde vir die betaling van die lone in klousule 4 voorgeskryf;

"droogtrommelbediener", 'n werknemer wat 'n droogtrommel-masjien of enige meganiese droogskoonmaakmasjien bedien;

"bestelwaman", 'n werknemer wat 'n bestellingwerwer of motoryoertuigdrywer by die verrigting van sy werk behulp-saam is onder die toesig van sodanige bestellingwerwer of drywer, maar wat nie 'n motoryoertuig dryf of bestellings aanvra, solisiteer of werf nie;

"loon", die deel van die besoldiging wat in geld aan 'n werk-nemer betaalbaar is ten opsigte van die gewone werkure wat in klousule 6 voorgeskryf word;

"natskoonmaker of waterborselaar", 'n werknemer wat goedere met die hand was en daarby 'n borsel, doek of spons met seep of 'n seepoplossing of -poeler gebruik.

Vir die indeling van 'n werknemer by die toepassing van hier-die Ooreenkoms word dit beskou dat hy tot d.e klas behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. BESOLDIGING.

(1) Die minumum loon wat deur 'n werkgever betaal moet aan elke werknemer wat aan ondergenoemde klasse behoort, is soos hieronder uiteengesit:—

	Per week.
	£ s. d.
Ketelbediener	1 15 0
Kalenderbediener—	
onder die ouderdom van 18 jaar	1 5 0
ouderdom 18 jaar of meer met minder as ses maande ondervinding	1 10 0
ouderdom 18 jaar of meer met minstens ses maande ondervinding	1 12 6
Bestellingwerwer	4 0 0
Onderbaas	2 5 0
Nasiener in die wasseryafdeling van die bedryf, gekwalifiseer	2 7 6
Nasiener in die wasseryafdeling van die bedryf, onge-kwalifiseer—	
gedurende die eerste ses maande ondervinding	1 15 0
gedurende die tweede ses maande ondervinding	2 1 3
Nasiener in d.e droogskoonmaakafdeling van die bedryf, gekwalifiseer	2 2 6
Nasiener in die droogskoonmaakafdeling van die bedryf, ongekwalifiseer—	
gedurende eerste ses maande ondervinding	1 17 6
gedurende tweede ses maande ondervinding	2 0 0
Nasienerassistent of uitroeper—	
ouderdom 18 jaar of meer	1 10 0
ouderdom minder as 18 jaar	1 5 0
Skoonmaker, gekwalifiseer	7 10 0
Skoonmaker, ongekwalifiseer—	
gedurende eerste jaar ondervinding	1 10 0
gedurende tweede jaar ondervinding	2 14 0
gedurende derde jaar ondervinding	3 18 0
gedurende vierde jaar ondervinding	5 2 0
gedurende vyfde jaar ondervinding	6 6 0
Klerklike werknemer, manlik, gekwalifiseer	5 15 5

	Per Week. £ s. d.		Per week. £ s. d.
Clerical employee, male, unqualified—		Klerklike werknemer, manlik, ongekwalifiseer—	
for the first year of experience	1 16 11	gedurende eerste jaar ondervinding	1 16 11
for the second year of experience	2 13 1	gedurende tweede jaar ondervinding	2 13 1
for the third year of experience	3 9 3	gedurende derde jaar ondervinding	3 9 3
for the fourth year of experience	4 5 4	gedurende vierde jaar ondervinding	4 5 4
for the fifth year of experience	5 1 6	gedurende vyfde jaar ondervinding	5 1 6
Clerical employee, female, qualified	3 9 3	Klerklike werknemer, vroulik, gekwalifiseer	3 9 3
Clerical employee, female, unqualified—		Klerklike werknemer, vroulik, ongekwalifiseer—	
for the first year of experience	1 16 11	gedurende eerste jaar ondervinding	1 16 11
for the second year of experience	2 5 0	gedurende tweede jaar ondervinding	2 5 0
for the third year of experience	2 13 1	gedurende derde jaar ondervinding	2 13 1
for the fourth year of experience	3 1 2	gedurende vierde jaar ondervinding	3 1 2
Despatch clerk	2 7 6	Versendingsklerk	2 7 6
Driver of a motor vehicle	3 10 0	Motorvoertuigdrywer	3 10 0
Dyer	7 10 0	Kleurder	7 10 0
Foreman	7 10 0	Voorman	7 10 0
Forewoman	4 10 0	Voorvrou	4 10 0
General worker—		Algemene werknemer—	
under the age of 18 years	1 5 0	ouderdom minder as 18 jaar	1 5 0
of the age of 18 years or over—		ouderdom 18 jaar of meer—	
for less than six months' experience	1 10 0	met minder as ses maande ondervinding	1 10 0
for more than six months' experience	1 12 6	met meer as ses maande ondervinding	1 12 6
Grade I employee, qualified	2 0 0	Graad I-werknemer, gekwalifiseer	2 0 0
Grade I employee, unqualified—		Graad I-werknemer, ongekwalifiseer—	
for the first three months of experience	1 10 0	gedurende eerste drie maande ondervinding	1 10 0
for the second three months of experience	1 15 0	gedurende tweede drie maande ondervinding	1 15 0
Grade II employee, qualified	2 0 0	Graad II-werknemer, gekwalifiseer	2 0 0
Grade II employee, unqualified—		Graad II-werknemer, ongekwalifiseer—	
for the first three months of experience	1 10 0	gedurende eerste drie maande ondervinding	1 10 0
for the second three months of experience	1 15 0	gedurende tweede drie maande ondervinding	1 15 0
Grade III employee, qualified	1 15 0	Graad III-werknemer, gekwalifiseer	1 15 0
Grade III employee, unqualified	1 10 0	Graad III-werknemer, ongekwalifiseer	1 10 0
Grade IV employee	1 12 6	Graad IV-werknemer	1 12 6
Invisible mender, qualified	3 0 0	Fynstopper, gekwalifiseer	3 0 0
Invisible mender, unqualified—		Fynstopper, ongekwalifiseer—	
for the first six months of experience	1 15 0	gedurende eerste ses maande ondervinding	1 15 0
for the second six months of experience	2 1 6	gedurende tweede ses maande ondervinding	2 1 6
for the third six months of experience	2 8 0	gedurende derde ses maande ondervinding	2 8 0
for the fourth six months of experience	2 14 6	gedurende vierde ses maande ondervinding	2 14 6
Invoice clerk, male, qualified	4 12 4	Faktuurklerk, manlik, gekwalifiseer	4 12 4
Invoice clerk, male, unqualified—		Faktuurklerk, manlik, ongekwalifiseer—	
for the first six months of experience	1 16 11	gedurende eerste ses maande ondervinding	1 16 11
for the second six months of experience	2 10 9	gedurende tweede ses maande ondervinding	2 10 9
for the third six months of experience	3 4 7	gedurende derde ses maande ondervinding	3 4 7
for the fourth six months of experience	3 18 6	gedurende vierde ses maande ondervinding	3 18 6
Invoice clerk, female, qualified	3 0 0	Faktuurklerk, vroulik, gekwalifiseer	3 0 0
Invoice clerk, female, unqualified—		Faktuurklerk, vroulik, ongekwalifiseer—	
for the first six months of experience	1 16 11	gedurende eerste ses maande ondervinding	1 16 11
for the second six months of experience	2 2 8	gedurende tweede ses maande ondervinding	2 2 8
for the third six months of experience	2 8 6	gedurende derde ses maande ondervinding	2 8 6
for the fourth six months of experience	2 14 3	gedurende vierde ses maande ondervinding	2 14 3
Maintenance man	4 10 0	Onderhouer	4 10 0
Marker and/or sorter, qualified, in the dry cleaning section of the trade	2 0 0	Merker en/of sorteerder in die droogskoonmaakafdeling van die bedryf, gekwalifiseer	2 0 0
Marker and/or sorter, unqualified, in the dry cleaning section of the trade—		Merker en/of sorteerder in die droogskoonmaakafdeling van die bedryf, ongekwalifiseer—	
for the first three months of experience	1 10 0	gedurende eerste drie maande ondervinding	1 10 0
for the second three months of experience	1 15 0	gedurende tweede drie maande ondervinding	1 15 0
Mechanic	6 13 6	Werktuigkundige	6 13 6
Mechanic's labourer—		Werktuigkundige se handlanger—	
Qualified	1 12 6	gekwalifiseer	1 12 6
Unqualified	1 10 0	ongekwalifiseer	1 10 0
Messenger boy	1 10 0	Afleweringbode	1 10 0
Packer, qualified, in the dry cleaning section of the trade	2 0 0	Verpakker in die droogskoonmaakafdeling van die bedryf, gekwalifiseer	2 0 0
Packer, unqualified, in the dry cleaning section of the trade—		Verpakker in die droogskoonmaakafdeling van die bedryf, ongekwalifiseer—	
for the first three months of experience	1 10 0	gedurende eerste drie maande ondervinding	1 10 0
for the second three months of experience	1 15 0	gedurende tweede drie maande ondervinding	1 15 0
Receiving depot assistant, qualified	2 7 6	Ontvangdepotassistent, gekwalifiseer	2 7 6
Receiving depot assistant, unqualified—		Ontvangdepotassistent, ongekwalifiseer—	
for the first six months of experience	1 17 6	gedurende eerste ses maande ondervinding	1 17 6
for the second six months of experience	2 2 6	gedurende tweede ses maande ondervinding	2 2 6
Steamer—		Stomer—	
for the first six months of experience	1 10 0	gedurende eerste ses maande ondervinding	1 10 0
after six months of experience	1 12 6	na ses maande ondervinding	1 12 6
Telephone operator	2 5 0	Telefonis	2 5 0

	Per week. £ s. d.
Tumbler attendant—	
for the first six months of experience	1 10 0
after six months of experience	1 12 6
Vanman—	
for the first six months of experience	1 10 0
after six months of experience	1 12 6

Casual Employee.—For each day or part of a day of employment: One-fifth of the wage prescribed for an employee of his class.

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

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

- a wage higher than that of his own class; or
- a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in sub-clause (1) shall pay to such employee in respect of the whole day on which he performs such work—

- in the case referred to in paragraph (a) one-sixth of such higher wage;
- in the case referred to in paragraph (b) one-sixth of the wage prescribed in sub-clause (1) for an employee of his class, plus thirty per cent;

provided that where the sole difference between classes is in terms of sub-clause (1) based on experience, sex or age, the provisions of this sub-clause shall not apply.

(4) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is in terms of clause 5 (1) paid monthly the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) for an employee of his class.

(5) *Bicycle Allowance.*—An employee who is required to use his own bicycle in the performance of his duties shall be paid not less than two shillings and sixpence per week, in addition to the remuneration prescribed in sub-clause (1) for an employee of his class.

(6) *Savings.*—Nothing in this Agreement shall operate to reduce the wage paid to an employee who, on the date this Agreement comes into operation, is in receipt of a wage higher than the wage prescribed for him in this section, and such employees shall continue to be paid and be entitled to a wage not lower than such higher wage as if such higher wage was the minimum wage prescribed for him in this section.

5. PAYMENT OF REMUNERATION.

(1) *Employee, other than a Casual Employee.*—Save as provided in clause 7 (3) any amount due to an employee shall be paid in money weekly, or, if the employer and employee have agreed thereto in writing, monthly, during the hours of work or within twenty minutes of ceasing work on the usual pay day of the establishment, or on termination of employment if this takes place before the usual pay day, and shall be contained in an envelope or other container or shall be accompanied by a statement showing the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due, any deductions authorised by law and the period in respect of which payment is made.

(2) *Casual Employee.*—An employer shall pay the remuneration due to his casual employees in money on termination of his employment.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

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

(5) *Board and Lodging.*—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, and the Native Labour Regulation Act 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

	Per Week. £ s. d.
Droogtrommelbediener—	
gedurende eerste ses maande ondervinding	1 10 0
na ses maande ondervinding	1 12 6
Bestelwaman—	
gedurende eerste ses maande ondervinding	1 10 0
na ses maande ondervinding	1 12 6

Los werknemer—vir elke dag of gedeelte van 'n dag se diens: Een-vyfde van die loon wat vir 'n werknemer van sy klas voorgeskryf is.

(2) *Kontrakkbasis.*—By die toepassing van hierdie klousule is die basis van 'n werknemer se dienskontrak, uitgesonderd 'n los werknemer, 'n werklikse, en, behoudens die bepaling van subklousule (3) en van klousule 5 (6), word daar ten opsigte van 'n week minstens die volle weekloon betaal wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, ongeag of hy die maksimum getal gewone ure wat in klousule 6 (1) voorgeskryf word, of minder gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat 'n lid van een klas van sy werknemers, uitgesonderd 'n graad IV-werknemer, verplig of toelaat om langer as 'n uur in die geheel op enige dag te werk, en 'n werkgewer wat sy graad IV-werknemer gelas of toelaat om enige tyd lank, hetsy benewens sy eie werk of in plaas daarvan, 'n ander klas werk te doen, waarvoor daar—

- of 'n hoër loon as dié van sy eie klas;
- of 'n stygende loonskaal wat eindig op 'n maksimum wat hoër as die loon van sy eie klas is;

in subklousule (1) voorgeskryf word, moet aan daardie werknemer ten opsigte van die hele dag waarop hy die ander werk doen—

- in 'n geval genoem in paragraaf (a), een-sesde van sodanige hoër loon betaal;
- in 'n geval genoem in paragraaf (b), een-sesde van die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, plus 30 persent, betaal;

met dien verstande dat die bepaling van hierdie subklousule nie van toepassing is nie as daar slegs op grond van ondervinding, geslag of ouderdom, 'n onderskeid tussen klasse ooreenkomstig subklousule (1) gemaak word.

(4) *Berekening van maandloon.*—Indien die loon wat 'n werknemer toekom, maandeliks betaal word ingevolge klousule 5 (1), word die bedrag van die maandloon bereken op 4½ maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

(5) *Fietstoelae.*—Aan 'n werknemer wat sy eie fiets by die verrigting van sy werk gebruik, moet daar, bo en behalwe die besoldiging wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, minstens nog 2s. 6d. per week betaal word.

(6) *Voorbehoude.*—Geen bepaling van hierdie Ooreenkoms kan die loon van 'n werknemer verminder wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon ontvang as wat in hierdie klousule vir hom voorgeskryf word nie, en sodanige werknemers is geregtig op 'n loon, wat steeds aan hulle betaal moet word, ten bedrae van minstens daardie hoër loon, asof daardie hoër loon die minimum loon is wat in hierdie artikel vir hulle voorgeskryf word.

5. BETALING VAN BESOLDIGING.

(1) *Werknemer, uitgesonderd 'n los werknemer.*—Behoudens die bepaling van klousule 7 (3) moet enige bedrag wat 'n werknemer toekom, weekliks, of indien die werkgewer en die werknemer daarvoor skriftelik ooreengekom het, maandeliks in kontant betaal word gedurende die werkure, of binne 20 minute na uitskeityd op die gewone betaaldag van die inrigting, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en moet bevat wees in 'n kovert of ander houër, of moet vergesel gaan van 'n staat wat die werkgewer en die werknemer se name vermeld en ook die werknemer se bedryf, die getal gewone ure en oortydure gewerk, die verskuldigde besoldiging, enige aftrekkings wat by wet gelas word en die tydperk ten opsigte waarvan betaling geskied.

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

(3) *Premies.*—Geen betaling ten opsigte van die indiensneming of opleiding van 'n werknemer mag, hetsy regstreeks of onregstreeks, aan 'n werkgewer gedoen of deur hom aangeheem word nie.

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

(5) *Losies en inwoning.*—Behoudens die bepaling van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, en van die Naturellearbeid Regelingswet, 1911, mag geen werkgewer van sy werknemer vereis om by hom of by 'n persoon of plek wat hy aanwys, te loseer of in te woon nie.

(6) *Fines and Deductions.*—An employer shall not levy any fines against his employees nor shall he make any deduction from his employee's remuneration other than the following:—

- with the written consent of his employee a deduction for holiday, sick, insurance, provident, or pension fund or subscriptions to an employees' organisation;
- save as provided in clause 8, when his employee absents himself from work or is absent owing to accident or ill-health, a deduction proportionate to the period of such absence;
- a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;
- contributions to the Industrial Council in terms of clause 21 of this Agreement;
- when an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept from his employer board and/or lodging, a deduction not exceeding the amounts specified hereunder:—

Per Week.

Board	8 d.
Lodging	4 8
Board and Lodging	7 0

(f) whenever the ordinary hours of work prescribed in clause 6 (1) are reduced on account of short time, a deduction in respect of each hour of such reduction of one-forty-sixth of the weekly wage prescribed in clause 4 (1) for an employee of his class; provided that no deduction shall be made—

- in the case of short time arising out of temporary slackness of trade or shortage of raw materials, unless the employer has given his employee not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work;
 - in the case of short time arising out of a general break-down of plant or machinery or a threatened break-down of buildings due to accident or other unforeseen emergency, in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available;
- (g) a deduction in respect of any public holiday, other than New Year's Day, Good Friday, Day of the Covenant, or Christmas Day on which an employee is required or permitted not to work of—
- in the case of an employee who works a six-day week, one-sixth;
 - in the case of an employee who works a five-day week, one-fifth;
- of the weekly wage which he was receiving immediately before such public holiday.

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

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee, other than a casual employee, which shall be restricted to the following hours:—

Mondays to Fridays: Between 6 a.m. and 5.30 p.m.;
Saturdays: Between 6 a.m. and 1 p.m.;

shall not exceed—

(A) in the case of an employee, other than a canvasser or vanman, a driver of an animal-drawn vehicle, a driver of a motor vehicle or an employee engaged in delivering goods—

(a) Forty-six hours in any week from Monday to Saturday, inclusive;

(b) eight in any day; provided that—

(i) where the hours of work of such employee do not exceed five on one day in any week, the limit of eight hours a day may on any of the remaining days of the week be exceeded by not more than half an hour;

(ii) where work is performed on not more than five days in any week the limit of eight hours a day may on any of such days be exceeded by not more than one and one-quarter hours;

if by such extension the ordinary hours of work do not exceed forty-six in a week;

(B) in the case of a canvasser or vanman, a driver of a motor vehicle, a driver of an animal-drawn vehicle or an employee engaged in delivering goods—

(a) forty-eight hours in any week from Monday to Saturday, inclusive;

(b) ten in any day.

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

(6) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes opleë nie en hy mag niks van sy werknemer se besoldiging, uitgesonderd die volgende, aftrek nie.—

(a) Bedrae wat met sy werknemer se skriftelike toestemming vir vakansie-, siekte-, versekerings-, voorsorgs- en pensioenfondse, of bydraes tot 'n werknemersorganisasie, afgetrek word;

(b) behoudens soos bepaal in klousule 8, 'n aftrekking in verhouding tot die tydperk van afwesigheid, wanneer 'n werknemer vanweë 'n ongeluk of ongesteldheid afwesig is;

(c) 'n aftrekking van enige bedrag wat 'n werkgewer kragtens enige wet, of bevel van enige bevoegde hof, verplig of toegelaat word om te doen;

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

(e) wanneer 'n werknemer ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturellearbeid Regelasiewet, 1911, toestem of verplig word of losies en/of inwoning van sy werknemer te aanvaar, 'n aftrekking wat die ondergenoemde bedrae nie oorskry nie:—

Per Week.

Losies	8 d.
Inwoning	4 8
Losies en inwoning	7 0

(f) wanneer die gewone werkure, voorgeskryf in klousule 6 (1) vanweë korttyd verminder word, 'n vermindering ten opsigte van elke uur van sodanige aftrekking van $\frac{1}{4}$ ste van die weekloon voorgeskryf in klousule 4 (1) vir 'n werknemer van sy klas; met dien verstande dat geen aftrekking gemaak mag word nie—

(i) in die geval van korttyd wat weens slapte in die bedryf of deur skaarste aan grondstowwe ontstaan, tensy die werkgewer sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

(ii) in die geval van korttyd wat ontstaan weens 'n algemene onklaarraking van installasie of masjinerie of die dreigende ineenstorting van geboue vanweë 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk is nie, tensy die werkgewer sy werknemer die vorige dag kennis gegee het dat geen werk beskikbaar sal wees nie;

(g) 'n aftrekking ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Gelofte-dag of Kersdag, waarop 'n werknemer verplig of toegelaat word om nie te werk nie—

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

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

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

6. GEWONE WERKURE, OORTYDURE EN BESOLDIGING VIR OORTYD.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, moet beperk word tot die volgende ure:—

Maandae tot Vrydae: Tussen 6 vm. en 5.30 nm.;

Saterdag: Tussen 6 vm. en 1 nm.;

en is hoogstens—

(A) in die geval van 'n werknemer wat nie 'n bestellingwerwer of bestelwaman, 'n dierevoertuigdrywer of 'n motorvoertuigdrywer is of met die aflewering van goedere belas is nie—

(a) 46 uur in 'n week vanaf Maandag tot en met Saterdag;

(b) agt op 'n dag;

met dien verstande dat—

(i) wanneer so 'n werknemer se werkure op een dag in 'n week nie meer as vyf is nie, die perk van agt uur op 'n dag op ander dae van die week met hoogstens 'n halfuur oorskry kan word;

(ii) wanneer daar hoogstens vyf dae in 'n week gewerk word, die perk van agt uur op 'n dag op daardie dae met 1½ uur oorskry kan word;

mits die gewone werkure in 'n week na sodanige oorskryding nie meer as 46 is nie;

(B) in die geval van 'n bestellingwerwer of bestelwaman, 'n motorvoertuigdrywer, 'n dierevoertuigdrywer, of 'n werknemer wat met die aflewering van goedere belas is—

(a) 48 uur in 'n week vanaf Maandag tot en met Saterdag;

(b) tien op 'n dag.

(2) Die gewone werkure van 'n los werknemer is hoogstens agt op 'n dag.

(3) *Meal Breaks.*—An employer shall not require or permit his employee to work for more than five consecutive hours on any day without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime; provided that—

- (a) if such interval be for longer than one hour any period in excess of one hour and one-quarter shall be deemed to be part of the ordinary hours of work or overtime, as the case may be;
- (b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Rest Intervals.*—An employer shall grant to each of his employees employed in or about his establishment, other than a canvasser or vanman, a driver of a motor vehicle, a driver of an animal-drawn vehicle or an employee engaged in delivering goods, a rest interval of not less than ten minutes at as nearly as practicable—

- (a) to the middle of each first work period in a day;
- (b) to the middle of each second work period in a day;

where such period is longer than three and a half hours during which the employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (3) and (4) all hours of work shall be consecutive.

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

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

- (a) his employee to work overtime for more than ten hours in any week;
- (b) any male employee employed within his establishment to work overtime for more than two hours on any day, Mondays to Fridays.

(8) *Female Employees.*—An employer shall not require or permit a female employee—

- (a) to work between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) to work after 1 o'clock p.m. on more than five days in any week;
- (c) to work overtime for more than two hours on any day;
- (d) to work overtime on more than sixty days in any year;
- (e) to work overtime on more than three consecutive days;

(9) An employer shall not require or permit any employee to work overtime after completion of his or her ordinary hours of work for more than one hour on any day unless he has—

- (i) before midday given notice thereof to such employee; or
- (ii) provided such employee with an adequate meal before the commencement of such overtime; or
- (iii) paid to such employee one shilling and sixpence in sufficient time to enable him or her to obtain a meal before the overtime is due to commence;
- (iv) any time up to fifteen minutes used for taking meals in terms of (ii) and (iii) shall be counted in the total period of overtime worked.

(10) *Night Shift.*—An employer shall not require or permit his male employee to work between 9 p.m. and 6 a.m. without prior approval of the Council, save only in the case of an emergency occasioned by a breakdown of machinery.

(11) *Payment of Overtime.*—An employer shall pay to his employee, in respect of all overtime worked by him, remuneration at a rate not less than one and one-third times the wage laid down in clause 4 (1) for an employee of his class; provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during that week shall be adopted.

(12) *Savings.*—The provision of this clause shall not apply to watchmen, caretakers, boiler attendants, van attendants and maintenance staff, and the provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee employed on work necessitated by a breakdown of plant and machinery or other unforeseen emergency.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee in respect of each completed year of employment with him, two consecutive weeks' leave and shall in respect of each week thereof pay to such employee an amount not less than the weekly remuneration which he was receiving immediately before the commencement of such leave.

(3) *Etensonderbrekings.*—'n Werkgewer mag sy werknemer nie gelas of toelaat om langer as vyf uur op 'n dag aansen te werk nie, en daar moet minstens 'n uur pouse wees sonder werkverrigting, en daardie pouse word nie as deel van die gewone werkure of vir oortyd gereken nie; met dien verstande dat—

- (a) as die pouse langer as 'n uur duur, die tydsduur daarvan bo 1½ uur as deel van die gewone werkure of (na gelang van die geval) vir oortyd gereken moet word;
- (b) werkverrigting wat deur 'n korter pouse as van 'n uur onderbreek word, as aaneenlopend gereken word.

(4) *Ruspouses.*—'n Werkgewer moet aan elke werknemer in sy diens wat werk in of betreffende sy inrigting doen (uitgesonderd 'n bestellingwerwer of bestelwaman, 'n motorvoertuigdrywer, 'n diervoertuigdrywer, of 'n werknemer wat met die aflewering van goedere belas is), 'n ruspouse van minstens tien minute toelaat so na as moontlik—

- (a) in die middel van die eerste werkperiode op elke dag; en
- (b) in die middel van die tweede werkperiode op elke dag as die periode langer as drie en 'n halfuur duur;

en so 'n werknemer mag nie gelas of toegelaat word om gedurende die ruspouse (wat as deel van die gewone werkure gereken word) te werk nie.

(5) *Werkure is agtereenvolgend.*—Behoudens die bepalinge van subklousules (3) en (4), is al die werkure agtereenvolgend.

(6) *Oortyd.*—Alle tyd wat gewerk word bo die getal ure wat in subklousules (1) en (2) ten opsigte van 'n dag of week voorgeskryf word, word as oortyd gereken.

(7) *Beperking van oortyd.*—'n Werkgewer mag nie vereis of toelaat dat—

- (a) sy werknemer meer as tien uur oortyd in 'n week werk nie;
- (b) 'n manlike werknemer wat in sy inrigting werkzaam is, meer as twee uur oortyd op één dag, in die tydvak Maandag tot Vrydag, werk nie.

(8) *Vroulike werknemers.*—'n Werkgewer mag nie vereis of toelaat nie dat 'n vroulike werknemer—

- (a) tussen 6-uur nm. en 6-uur vm. werk;
- (b) op meer as vyf dae in 'n week na 1-uur nm. werk;
- (c) meer as twee uur oortyd op 'n dag werk;
- (d) oortyd op meer as 60 dae in 'n jaar werk;
- (e) oortyd op meer as drie agtereenvolgende dae werk;

(9) 'n Werkgewer mag geen werknemer verplig of toelaat om, na voltooiing van sy of haar gewone werkure, langer as een uur oortyd op enige dag te werk nie, tensy hy—

- (i) die werknemer voor 12-uur middag kenn's gegee het; of
- (ii) 'n genoegsame ete aan die werknemer verskaf het voordat die oortyd begin; of
- (iii) 1s. 6d. betyds aan die werknemer betaal het om hom of haar in staat te stel om 'n ete te verkry voordat die oortyd-werk moet begin;
- (iv) [Enige tyd tot 15 minute wat ingevolge (ii) en (iii) vir etes aangewend word, moet by die totale oortyd gewerk, getel word.]

(10) *Nagskof.*—'n Werkgewer mag nie 'n manlike werknemer wat by hom in diens is, verplig of toelaat om tussen 9-uur nm. en 6-uur vm. te werk nie, tensy daar vooraf verlof van die Raad verkry is, uitgesonderd alleen in die geval van 'n noodgeval veroorsaak deur 'n onklaarraking van masjinerie.

(11) *Besoldiging vir oortyd.*—'n Werkgewer moet sy werknemer ten opsigte van alle oortyd wat hy werk, besoldig teen 'n skaal van minstens een en een-derde maal die loon bepaal in klousule 4 (1) vir 'n werknemer van sy klas; met dien verstande dat, as daar ten opsigte van oortyd gedurende 'n bepaalde week 'n verskil is tussen oortyd bereken op 'n daaglikse basis en oortyd bereken op 'n weekluse basis, dié basis toegepas moet word wat die grootste bedrag van oortyd vir daardie week gee.

(12) *Voorbehoude.*—Die bepalinge van hierdie klousule is nie op wagte, opsigters, ketelbedieners, bestelwamane en onderhoudpersoneel van toepassing nie, en die bepalinge van subklousules (3), (4), (5) en (7) is nie van toepassing op 'n werknemer wat werk verrig wat nodig is as gevolg van 'n onklaarraking van installasie of masjinerie, of 'n ander onvoorsiene noodgeval nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2) moet 'n werk-gewer aan sy werknemer twee agtereenvolgende weke verlof toestaan ten opsigte van elke volle jaar d.ens by hom en moet aan hom ten opsigte van elke week daarvan 'n bedrag betaal wat minstens die weekloon bedra wat hy onmiddellik voor die aan-vang van sodanige verlof ontvang het.

(2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer; provided that—

- (i) save as provided in paragraph (v) if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which an employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Day of the Covenant, or Christmas Day falls within the period of such leave, another day shall in substitution for each such day be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates;
- (v) an employer and his Grade IV employees may agree in writing that annual leave be accumulated over a period of employment of not more than two consecutive years.

(3) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than on the last work day before the date of the commencement of such leave.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than one-sixth of the weekly remuneration which he was receiving immediately before the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted shall upon such termination be paid in respect of leave the amounts referred to in sub-clauses (1) and (4).

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

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 8;

amounting in the aggregate to not more than ten weeks in any year and shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this agreement, become entitled to leave in terms of Determination No. 67 or any agreement or award from the date on which such employee last became entitled to such leave;
- (ii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this agreement whichever is the later;

provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than thirty days.

8. SICK LEAVE.

(1) An employer shall grant to his employee after six months' employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941—

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

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

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

(2) Die verlof in subklousule (1) genoem, moet toegeken word op 'n tyd wat deur die werkgewer vasgestel word; met dien verstande dat—

- (i) behoudens soos in paragraaf (v) bepaal, indien sodanige verlof nie vroeër toegestaan is nie, dit binne twee maande voor die einde van die betrokke diensjaar toegestaan moet word;
- (ii) die tydperk van sodanige verlof nie mag saamval met siekteverlof nie, soos toegestaan ingevolge klousule 8, of met enige tydperk waarin 'n werknemer verplig word om, ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding mee te maak;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, 'n ander dag ter vervanging van elke sodanige dag by genoemde tydperk as 'n verdere tydperk van verlof met volle besoldiging gevoeg moet word;
- (iv) 'n werkgewer mag enige dag geleentheidsverlof wat aan sy werknemer op sy skriftelike versoek met volle besoldiging toegestaan is, van sodanige tydperk van verlof aftrek gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het;
- (v) 'n werkgewer en sy graad IV-werknemers mag skriftelik ooreenkom dat jaarlikse verlof oor 'n dienстыdperk van hoogstens twee agtereenvolgende jare mag ophoop.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof, in subklousule (1) genoem, moet op of voor die laaste werkdag voor die aanvangsdatum van sodanige verlof betaal word.

(4) As die dienskontrak van 'n werknemer in die eerste of enige daaropvolgende jaar van sy diens by dieselfde werkgewer eindig voordat die reg op verlof ooreenkomstig subklousule (1) opgeloopt het, moet hy, behoudens soos bepaal in die vierde voorbehoud van subklousule (2), by sodanige beëindiging in plaas van verlof en ten opsigte van elke volle maand van sodanige tydperk, wat minder is as een jaar, besoldiging ontvang van minstens een-vierde van die weekloon wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het.

(5) 'n Werknemer wat geregtig word op verlof ooreenkomstig subklousule (1) en wie se dienskontrak eindig voordat die verlof toegestaan is, moet by sodanige beëindiging die besoldiging ten opsigte van verlof ontvang wat in subklousule (1) en (4) genoem word.

(6) By die toepassing van hierdie klousule word dit geag dat die uitdrukking „diens” enige tydperk of tydperke (altesame hoogstens tien weke per jaar) insluit wat 'n werknemer—

- (a) op verlof ingevolge subklousule (1) afwesig is;
- (b) verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, mee te maak;
- (c) op las of versoek van sy werkgewer van die werk afwesig is;
- (d) met siekteverlof ingevolge klousule 8 afwesig is;

en dat diens 'n aanvang neem—

- (i) van die datum af waarop die werknemer laas op verlof geregtig geword het, in die geval van 'n werknemer aan wie daar voor die inwerkingtreding van hierdie Ooreenkoms verlof ooreenkomstig Loonvaststelling No. 67 of enige ooreenkoms of uitspraak toegeken is;
- (ii) in die geval van enige ander werknemer, van die datum af waarop sodanige werknemer in die diens van sy werkgewer getree het of van die datum af waarop hierdie Ooreenkoms van krag geword het, na gelang van die jongste;

met dien verstande dat as die tydperk van opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, in die geval van enige werknemer minder as 30 dae in enige jaar beloop, die tydperk van tien weke verkort word met soveel tyd as wat die tydperk van opleiding minder as 30 dae is.

8. SIEKTEVERLOF.

(1) As 'n werknemer, nadat hy ses maande by 'n werkgewer in diens is, van die werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie (uitgesonderd 'n ongeluk ten opsigte waarvan daar 'n reg op skadeloosstelling ingevolge die Ongevallewet, 1941, bestaan), moet die werkgewer altesaam—

- (a) 12 werkdag siekteverlof in die geval van 'n werknemer wat 'n sesdaagse week werk; en
- (b) tien werkdag siekteverlof in die geval van 'n werknemer wat 'n vyfdaagse week werk,

in 'n jaar aan die werknemer toestaan, en besoldiging ten opsigte van elke dag daarvan aan hom betaal teen minstens—

- (i) een-sesde in die geval van 'n werknemer wat 'n sesdaagse week werk; en
- (ii) een-vyfde in die geval van 'n werknemer wat 'n vyfdaagse week werk;

of the weekly wage which he was receiving immediately before the commencement of such leave; provided that the employer may require the production of a certificate signed by a registered medical practitioner nominated by the Council showing the nature and the probable duration of the employee's illness in respect of each period of absence for which payment is claimed; provided further that, where there exists in an establishment by virtue of an agreement between the employer and his employees or between an employer and a duly registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount payable by each such employee and out of which fund an employee is, in the case of absence from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence, the terms of this clause shall not apply.

(2) For the purpose of this clause the expression "employment" shall have the same meaning as in clause 7 (6).

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays*.—An employee shall be entitled to and be granted leave on New Year's Day, Good Friday, Day of the Covenant and Christmas Day, and shall be paid in respect of each such day, not less than the weekly wage prescribed in clause 4 (1) for an employee of his class divided by—

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

provided that an employee may be required to work on any such day.

(2) *Payment for Work on Public Holidays*.—(a) Whenever an employee, other than a casual employee, works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than the weekly wage prescribed in clause 4 (1) for an employee of his class divided by—

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

plus in respect of each hour or part of an hour so worked such weekly wage divided by forty-six.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than the daily wage prescribed in clause 4 (1) for a casual employee, plus in respect of each hour or part of an hour so worked, such wage divided by eight.

(3) *Payment for Work on Sundays*.—Whenever an employee other than a casual employee, works on a Sunday his employer shall either—

- (a) pay to him not less than the weekly wage prescribed in clause 4 (1) for an employee of his class divided by three;
- (b) pay to him for each hour or part of an hour so worked not less than one and one-third times the weekly wage prescribed in clause 4 (1) for an employee of his class divided by forty-six and grant to him within seven days of such Sunday one day's leave and pay to him in respect thereof not less than the weekly wage prescribed in clause 4 (1) for an employee of his class divided by—
 - (i) six in the case of an employee who works a six-day week;
 - (ii) five in the case of an employee who works a five-day week.

(4) Whenever a casual employee works on a Sunday his employer shall pay to him not less than double the wage prescribed in clause 4 (1) for a casual employee.

10. PROPORTION OR RATIO.

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

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

van die weekloon wat hy onmiddellik voor die aanvang van die verlof ontvang het; met dien verstande dat die werkgever kan eis dat daar ten opsigte van elke tydperk van afwesigheid waarvoor besoldiging gevorderd word, 'n sertifikaat vertoon moet word wat deur 'n geregistreerde geneesheer, deur die Raad benoem, onderteken is en waarin die aard en vermoedelijke duur van die werknemer se siekte vermeld word; met dien verstande, voorts, dat die bepaling van hierdie klousule nie van toepassing is nie wanneer daar in 'n inrigting, kragtens ooreenkoms tussen 'n werkgever en sommige van of al sy werknemers of tussen 'n werkgever en 'n behoorlik geregistreerde vakvereniging, 'n siektebystandfonds of voorsorgfonds bestaan waartoe die werkgever, ten opsigte van elkeen van sy werknemers 'n bedrag bydra wat minstens gelykstaan met die bedrag wat deur elkeen van daardie werknemers gestort moet word, en uit welke fonds 'n werknemer, ingeval van sy afwesigheid van werk weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk ten opsigte waarvan daar 'n reg op skadeloosstelling ingevolge die Ongevalwet, 1941, bestaan), geregtig is om in 'n jaar altesame 'n bedrag wat minstens met sy volle loon vir twee weke gelykstaan, te ontvang ten opsigte van die tyd wat hy aldus afwesig is.

(2) Die bepaling van artikel 7 (6), oor die betekenis van die uitdrukking „diens”, geld ook by die toepassing van hierdie klousule.

9. OPENBARE VAKANSIEDAE EN SONDAG.

(1) *Openbare vakansiedae*.—'n Werknemer word verlof toegestaan, as sy reg, op Nuwejaarsdag, Goeie Vrydag, Geloftedag en Kersdag, en hy moet as besoldiging ten opsigte van elke sodanige dag minstens die weekloon ontvang wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf is, verdeel deur—

- (a) ses in die geval van 'n werknemer wat 'n sesdaagse week werk;
- (b) vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;

met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige dag te werk.

(2) *Besoldiging vir werk op openbare vakansiedae*.—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die weekloon betaal wat vir 'n werknemer van sy klas in klousule 4 (1) voorgeskryf is, verdeel deur—

- (i) ses in die geval van 'n werknemer wat 'n sesdaagse week werk;
- (ii) vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;

plus, ten opsigte van elke uur of gedeelte van 'n uur wat hy aldus gewerk het, sodanige weekloon gedeel deur 46.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, moet sy werkgever hom minstens die dagloon, voorgeskryf in klousule 4 (1) vir 'n los werknemer vir elke sodanige dag, betaal, plus ten opsigte van elke uur of gedeelte van 'n uur wat hy aldus gewerk het, sodanige loon gedeel deur agt.

(3) *Besoldiging vir werk op Sondae*.—Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgever—

- (a) hom of minstens die weekloon betaal wat voorgeskryf is in klousule 4 (1) vir 'n werknemer van sy klas, gedeel deur drie;
- (b) of hom vir elke uur of gedeelte van 'n uur wat hy aldus gewerk het, minstens een en een-derde maal die weekloon, voorgeskryf in klousule 4 (1) vir 'n werknemer van sy klas, betaal, gedeel deur 46 en aan hom binne sewe dae van sodanige Sondag één dag verlof toestaan en hom ten opsigte daarvan minstens die weekloon betaal wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf is, gedeel deur—
 - (i) ses in die geval van 'n werknemer wat 'n sesdaagse week werk; en
 - (ii) vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk.

(4) Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens dubbel die loon betaal wat in klousule 4 (1) vir 'n los werknemer voorgeskryf is.

10. GETALLESVERHOUDING.

(1) 'n Werkgever moet 'n gekwalifiseerde klerklike werknemer, faktuurklerk, fynstopper, skoonmaker, ontvangdepotdienaar of nasiener in diens hê voordat hy, na gelang van die geval, 'n ongekwalifiseerde klerklike werknemer, faktuurklerk, fynstopper, skoonmaker, ontvangdepotdienaar of nasiener in diens kan neem; en hy moet minstens een gekwalifiseerde klerklike werknemer, faktuurklerk, fynstopper, skoonmaker, ontvangdepotdienaar of nasiener in diens hê teenoor onderskeidelik elke ongekwalifiseerde klerklike werknemer, faktuurklerk, fynstopper, skoonmaker, ontvangdepotdienaar of nasiener in sy diens.

(2) 'n Werkgever moet 'n gekwalifiseerde skoonmaker in diens hê voordat hy 'n vlekuithaler in diens kan neem; en hy moet minstens een gekwalifiseerde skoonmaker in diens hê teenoor elke vier (of minder as vier) vlekuithalers in sy diens.

(3) For the purposes of this clause an employer who is wholly or substantially engaged in performing the duties of a cleaner or a clerical employee in his establishment may be deemed to be a qualified cleaner or qualified clerical employee, as the case may be.

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

11. PROHIBITION OF PIECE-WORK OR TASKWORK.

An employer shall not permit his employee to perform nor shall an employee perform piece-work or taskwork, excepting under the provisions of a wage incentive scheme as provided hereunder:—

(a) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clause 4, an employer may base an employee's remuneration on the quantity or output of work done, provided that no such system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in clauses (b) and (c) hereunder.

(b) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees which, after consultation with any of the Trade Union parties to this Agreement whose members are involved, may agree upon the terms of any such scheme.

(c) The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the Committee shall be reduced to writing and be signed by the members of the Committee and shall not be varied by the Committee or terminated by either party unless the party wishing to vary or terminate the Agreement has, in writing, given the other party notice as may be agreed upon by the parties when entering into such an Agreement.

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

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

13. UNIFORMS AND PROTECTIVE CLOTHING.

(1) An employer who requires his employee to wear a uniform or overall or an employer who is required by any law or regulation to provide his employee with a uniform, overall or protective clothing shall provide such uniform, overall or protective clothing free of charge, and it shall remain the property of the employer.

(2) All uniforms, overalls and protective clothing referred to in sub-clause (1) shall be laundered at the expense of the employer.

(3) An employer shall provide free of cost and maintain in good condition, to the undermentioned classes of his employees, water-proof boots, clogs, or other protective footwear and water-proof aprons or overalls and they shall remain the property of the employer:—

Washing machine attendants; employees engaged in washing articles by hand; hydro operators; benzine or other dry cleaning machine operators; employees engaged in dyeing processes.

14. CERTIFICATES OF SERVICE.

An employer shall upon termination of the contract of employment of an employee, other than a casual employee, furnish such employee with a certificate of service showing the full name of the employer and employee, the nature of the employment, the date of engagement of the employee, the date of termination of the contract of employment and the rate of remuneration of the employee at the date of such termination.

15. LOG BOOK.

(1) An employer shall provide a log book with duplicate folios for the use of each canvasser or vanman and driver of a motor vehicle in his employ, as nearly as practicable in the following form:—

Daily Log.

Name of employer.....
Name of employee.....
Time of starting work..... a.m./p.m.
Time of finishing work..... a.m./p.m.
Number of ordinary hours worked.....
Number of overtime hours worked.....
Meal hours from..... a.m./p.m. to..... a.m./p.m.
Breakdowns, accidents and/or other delays.....

Signature of employee:

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

(3) 'n Werkgewer wat geheel of in hoofsaak die werk van 'n skoonmaker of van 'n klerklike werknemer in sy inrigting doen, kan vir die toepassing van hierdie artikel vir 'n gekwalifiseerde skoonmaker of, na gelang van die geval, vir 'n gekwalifiseerde klerklike werknemer gereken word.

(4) Wanneer 'n ongekwalifiseerde klerklike werknemer, faktuurklerk, fynstopper, skoonmaker, ontvangdepotdienaar of nasiener onderskeidelik minstens die loon ontvang wat in klousule 4 (1) vir 'n gekwalifiseerde klerklike werknemer, faktuurklerk, fynstopper, skoonmaker, ontvangdepotdienaar of nasiener voorgeskryf word, kan hy, na gelang van die geval, as 'n gekwalifiseerde klerklike werknemer, faktuurklerk, fynstopper, skoonmaker, ontvangdepotdienaar of nasiener gereken word.

11. VERBOD OP STUKWERK OF TAAKWERK.

'n Werkgewer mag sy werknemer nie toelaat om stuk- of taakwerk te verrig nie, en sy werknemer mag nie sodanige werk onderneem nie, uitgesonderd ooreenkomstig die voorwaardes van 'n prestasieloonskema soos hieronder bepaal:—

(a) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy ingevolge klousule 4 geregtig is nie, mag die werkgewer 'n werknemer se besoldiging baseer op die omvang of hoeveelheid werk wat hy verrig, met dien verstande dat geen sodanige loonskema toelaatbaar is nie, behalwe in die vorm van 'n prestasieskema waarvan die voorwaardes by ooreenkoms vasgestel is ingevolge klousules (b) en (c) hieronder.

(b) Enige werkgewer wat 'n prestasieskema wil instel, moet 'n gesamentlike komitee aanstel van verteenwoordigers van die bestuur en van die werknemers, na raadpleging met enige van die vakverenigings wat partye is by hierdie Ooreenkoms en wie se lede daarby betrokke is, en sodanige komitee mag oor die voorwaardes van enige sodanige skema ooreenkom.

(c) Die voorwaardes van enige sodanige prestasieskema, en enige latere wysigings daarvan, waaroor deur die komitee ooreengekom is, moet skriftelik aangeteken en deur die lede van die komitee onderteken word, en mag nie deur die komitee gewysig of deur een van die partye opgesê word nie, behalwe wanneer die party wat die ooreenkoms wil wysig of opse, aan die ander party skriftelik daarvan kennis gegee het, soos die partye by die aangaan van sodanige ooreenkoms ooreengekom het.

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

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

13. UNIFORMS EN BESKERMENDE KLERE.

(1) 'n Werkgewer wat vereis dat sy werknemer 'n uniform of oorpak dra, of wat volgens wet of by regulasie verplig is om sy werknemer van 'n uniform of oorpak of van beskermende klere te voorsien, moet daardie uniform of beskermende klere kosteloos verskaf, en die werkgewer bly die eienaar daarvan.

(2) Die was en stryk van alle uniforms, oorpakke en beskermende klere wat in subklousule (1) bedoel word, geskied op koste van die werkgewer.

(3) 'n Werkgewer moet waterdigte skoene, klompe of ander beskermende skoel en waterdigte voorskote of oorpakke, kosteloos aan ondergenoemde klasse van sy werknemers verskaf en in goeie toestand onderhou, en die werkgewer bly die eienaar daarvan:—

Wasmasjienbedieners, werknemers wat goedere met die hand was; droogmasjienbedieners, bensienwasmasjienbedieners of ander droogskoonmaakmasjienbedieners; werknemers wat met die toepassing van kleuringsprosesse belas is.

14. DIENSSERTIFIKATE.

Wanneer die dienskontrak van 'n werknemer eindig, moet die werkgewer, uitgesonderd in die geval van 'n los werknemer, 'n dienssertifikaat aan die werknemer verstrek met vermelding daarvan van die volle name van werkgewer en werknemer, die soort werk wat gedoen is, die datum van indiensneming van die werknemer, die datum van beëindiging van die dienskontrak, en die skaal van besoldiging van die werknemer ten tyde van sodanige beëindiging.

15. LOGBOEK.

(1) 'n Werkgewer moet 'n logboek, met die folio's in tweevoud en sover doenlik in onderstaande vorm, ten gebruike van elke bestellingwerwer of bestelwaman en motorvoertuigdrywer wat in sy diens is, verskaf.

Dagrelaas.

Naam van werkgewer.....
Naam van werknemer.....
Tyd waarop met werk begin is..... vm./nm.
Tyd waarop met werk opgehou is..... vm./nm.
Getal gewone ure gewerk.....
Getal oortydure gewerk.....
Etensure van..... vm./nm. tot..... vm./nm.
Voertuig onklaar geraak, ongelukke, en ander oponthoud.....

Handtekening van werknemer.

Datum..... 19.....

(2) Every canvasser or vanman and driver of a motor vehicle upon being provided with the log book referred to in sub-clause (1) shall, unless precluded from doing so by sickness or other unavoidable cause, complete the daily log in duplicate as nearly as practicable in the form prescribed, in respect of each day's work, and shall within twenty-four hours of the completion of the day's work to which it relates deliver a duplicate copy thereof to his employer.

(3) Every employer shall retain the duplicate copy of the daily log for a period of three years after the date of its completion.

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) Subject to—

- (a) the right of an employer or employee to terminate a contract of employment without notice for any cause recognised by law as sufficient; or
- (b) the provisions of any written agreement between an employer and an employee which provides for a period of notice of equal duration on both sides and for longer than one week—an employer or his employee, other than a casual employee, shall give not less than one week's notice in writing of his intention to terminate the contract of employment.

(2) In the event of an employer or an employee failing to give notice as provided for in sub-clause (1) hereof, he shall pay or forfeit, respectively, the weekly remuneration which such employee was receiving immediately before the date of such termination.

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

For the purpose of this sub-clause any payment which may be due to an employee in terms of sub-clause (4) of clause 7 shall also be regarded as a benefit in the process of accrual.

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

(5) The period of notice referred to in sub-clause (1) shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or on sick leave in terms of clause 8.

17. ATTENDANCE RECORDS.

(1) Every employer having ten or more employees shall institute a time clock or semi-automatic time recording system.

(2) Every employer having less than ten employees, shall from day to day, keep an attendance register, in the form of Annexure S. 5 of the regulations made under section twenty-three of the Shops and Offices Act, 1939, and published under Government Notice No. 1906, dated the 1st December, 1939, of the name, occupation and particulars concerning attendance at the employer's establishment in respect of each of his employees other than canvassers, vanmen and drivers of motor vehicles.

(3) Every employee referred to in (2) other than canvassers, vanmen and drivers of motor vehicles shall daily record the required particulars regarding his attendance at the establishment of his employer in the attendance register and sign the register.

18. WRITTEN AUTHORITY FOR EMPLOYEE COLLECTING LAUNDRY, DRY CLEANING OR DYEING.

(1) Any person engaged to collect or apply for articles to be washed or dry cleaned or to distribute such articles when washed or dry cleaned, shall while so engaged carry a written authority (as set out in Annexure A to this Agreement) signed by his employer and the Council, authorising him to do such work. Such authority shall contain particulars of the vehicle used for this purpose and the collector shall produce such authority when required by any duly authorised official of the Council; provided that no such vehicle shall be so used unless it has received the prior approval of and has been registered with the Council.

(2) All vehicles (animal drawn, hand propelled, internal combustion, bicycle or tricycle) shall have the full name and address of the employer prominently displayed thereon, and no such vehicles may be permitted to operate on Sundays.

(2) Elke bestellingwerwer of bestelwaman en elke motorvoertuigdrywer wat van 'n logboek volgens subklousule (1) voorsien is, moet, uitgesonderd wanneer siekte of ander onvermydelike omstandighede hom verhoed om dit te doen, die logboek van elke dag se werk in tweevoud en sover doenlik in die voorgeskrewe vorm byskryf, en moet 'n duplikaat daarvan binne 24 uur nadat die dagtaak waarop dit betrekking het, afgedoen is, aan sy werkgever afgee.

(3) Elke werkgever moet die duplikaat van die daaglikse log bewaar vir 'n tydperk van drie jaar na die datum van die opskrywe daarvan.

16. BEÏNDIGING VAN DIENSKONTRAK.

(1) Behoudens—

- (a) die reg van 'n werkgever of 'n werknemer om sonder kennisgewing 'n dienskontrak te beëindig om enige rede wat by wet as genoegsaam erken word; of
- (b) die bepalings van enige skriftelike ooreenkoms tussen 'n werkgever en 'n werknemer, wat voorsiening maak vir 'n tydperk van wedersydse kennisgewing van gelyke duur en vir langer as een week, moet 'n werkgever of sy werknemer, uitgesonderd 'n los werknemer, minstens een week skriftelik kennis gee van sy voorneme om die dienskontrak te beëindig.

(2) Ingeval 'n werkgever of 'n werknemer versuim om kennis te gee soos bepaal in subklousule (1) hiervan, moet hy onderskeidelik die weeklikse besoldiging betaal of verbeur wat sodanige werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het.

(3) Indien enige geld wat deur 'n werkgever aan 'n werknemer ten opsigte van lone verskuldig is, ontoereikend is om die volle bedrag wat verbeur word, waarna verwys word in subklousule (2) van hierdie klousule, te dek, het die werkgever die reg, ondanks enigiets strydigs in hierdie Ooreenkoms, om sodanige bedrag van ander voordele (as daar is) wat vir sodanige werknemer ten tyde van die beëindiging van sy dienskontrak aan die oploop was.

Vir die toepassing van hierdie subklousule moet enige betaling wat aan 'n werknemer ingevolge subklousule (4) van klousule 7 mag toekom, as 'n oplopende voordeel beskou word.

(4) Wanneer 'n ooreenkoms ingevolge subklousule (1) (b) van hierdie klousule aangegaan is, moet die betaling of verbeuring in plaas van kennisgewing in verhouding wees tot die tydperk van kennisgewing waaroor ooreengekom is.

(5) Die tydperk van kennisgewing genoem in subklousule (1), word van krag van die dag af waarop dit gegee word; met dien verstande dat die tydperk van kennisgewing nie mag saamval met, en die kennisgewing nie gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 7 of met siekteverlof ingevolge klousule 8 nie.

17. PRESENSIEREGISTER.

(1) Elke werkgever wat tien of meer werknemers in sy diens het moet 'n tydskloek of 'n halfoutomatiese tydrekordstelsel instel.

(2) Elke werkgever wat minder as tien werknemers het, moet van dag tot dag volgens die vorm in Aanhangsel S. 5 van die regulasies wat kragtens artikel drie-en-twintig van die Wet op Winkels en Kantore, 1939, uitgevaardig is en by Goewerments-kennisgewing No. 1906 van 1 Desember, 1939, gepubliseer is, 'n presensieregister vir sy inrigting hou met die naam, die werk en die besonderhede van bywoning van elke werknemer, uitgesonderd bestellingwerwers, bestelwamans en motorvoertuigdrywers.

(3) Elke werknemer genoem in (2) (uitgesonderd 'n bestellingwerwer, bestelwaman of motorvoertuigdrywer) moet die vereiste besonderhede omtrent sy aanwesigheid in die inrigting van sy werkgever elke dag in die presensieregister aanteken, en die register teken.

18. SKRIFTELIKE MAGTIGING VIR 'N WERKNEMER VIR DIE INSAMELING VAN WAS-, KLEUR- EN DROOGSKOONMAAKGOEDERE.

(1) Enige persoon wat goedere insamel of aanvra om gewas of droogskoongemaak te word, of wat sodanige goedere uitdeel nadat dit gewas of droogskoongemaak is, moet, terwyl hy hierdie werk verrig, skriftelike magtiging (soos uiteengesit in Aanhangsel A van hierdie Ooreenkoms), wat onderteken is deur sy werkgever en deur die Raad, waarby opdrag aan hom gegee is om sodanige werk te doen, in sy besit hê. Sodanige magtiging moet besonderhede van die voertuig wat vir hierdie doel gebruik word, bevat, en die insamelaar moet sodanige magtiging toon wanneer dit deur 'n behoorlik gemagtigde amptenaar van die Raad vereis word; met dien verstande dat geen sodanige voertuig vir sodanige doel gebruik mag word nie, tensy dit vooraf goedgekeur en by die Raad geregistreer is.

(2) Alle voertuie (diervoertuie, handvoertuie, voertuie met binnebrandmotor, fietse of driefwieler) moet die volle naam en die adres van die werkgever prominent vertoon, en geen sodanige voertuie mag toegelaat word om op Sondae gebruik te word nie.

19. REGISTRATION OF EMPLOYERS.

(1) Every employer shall, within one month from the date on which this Agreement comes into operation, and every employer entering the laundry, dry cleaning and dyeing trade after that date shall within one month from the date of commencing operations by him, forward to the Secretary of the Council the following particulars:—

- (a) His full name and title of business.
- (b) Business address.
- (c) Addresses of depots and agencies.
- (d) Number of employees.

(2) In the case of a partnership, the full names of all the partners shall in addition to the particulars required in sub-section (1) be furnished.

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

- (a) The full names of the Directors, the full name of the person in actual control of each branch of the business.
- (b) Address of the registered offices of the company.
- (c) The full name of the Secretary, if any, of the company and all other office bearers of the company.

(4) Every employer shall, in the event of a change in any of the particulars he is required to furnish in terms of this section (except in respect of the number of employees) forward to the Secretary of the Council a notification of any change within fourteen days of the date upon which such change took effect.

20. 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 6 (8) 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-section (1) of this section the conditions subject to which such exemption is granted and the period during which such exemption shall operate: provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption, whether or not the period for which exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of this section 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-section (2) of this section, 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;
- (c) where an exception 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 in terms of this section.

21. COUNCIL FUNDS.

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

- (1) On the first pay-day after this Agreement comes into operation and on each pay-day thereafter, each employer shall deduct from the wages of his employees an amount of 3d. per week.
- (2) The total amount so deducted together with an amount of 4d. per employee, which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council each month within one week from the last pay-day of each calendar month.
- (3) Each employer shall make a return to the Council of the number of employees employed by him for each week of each calendar month on the form supplied by the Council in the form of Annexure B to this Agreement.

19. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgever moet binne 'n maand na die datum waarop hierdie Ooreenkoms van krag word, en elke werkgever wat tot die Wassery-, Droogskoonmaak- en Kleurbedryf na daardie datum toetree, moet binne 'n maand na die datum waarop hy sy werksaamhede begin, by die Sekretaris van die Raad die volgende besonderhede indien:—

- (a) Sy-volle naam en die naam van sy besigheid;
- (b) sy besigheidsadres;
- (c) die adresse van sy depots en agentskappe;
- (d) die aantal werknemers.

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

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

- (i) Die volle name van die direkteure, die volle naam van die persoon wat werklik in beheer van elke tak van die besigheid is;
- (ii) adres van die geregistreerde kantore van die maatskappy;
- (iii) die vollenaam van die sekretaris, as daar een is, van die maatskappy en alle ander ampsdraers van die maatskappy.

(4) Elke werkgever moet, ingeval van 'n wysiging in enige van die besonderhede wat hy kragtens die bepalings van hierdie klousule (uitgesonderd ten opsigte van die getal werknemers) vereis word om te verstrek, 'n kennisgewing van enige wysiging binne 14 dae van die datum waarop so 'n verandering in werking getree het, aan die Sekretaris van die Raad besorg.

20. VRYSTELLINGS.

(1) Die Raad kan aan of ten opsigte van enigiemand weens hoë ouderdom of swaakheid of om enige ander gegronde of voldoende rede, vrystelling van enige bepaling van hierdie Ooreenkoms verleen; met dien verstande dat daar geen vrystelling van klousule 6 (8) verleen mag word nie, behalwe ten einde vroulike werknemers toe te laat om werk wat deur 'n noodgeval vereis word, te doen.

(2) Die Raad bepaal ten opsigte van iemand aan wie vrystelling kragtens die bepalings van subklousule (1) hiervan verleen word, die voorwaardes waarop daardie vrystelling verleen word en die tyd wat die vrystelling van krag moet bly; met dien verstande dat die Raad na goeddunke, nadat hy 'n week vooraf skriftelike aan die betrokke persone kennis gegee het, enige vrystellingsertifikaat kan intrek, hetsy die tyd waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Aan elke persoon aan wie vrystelling volgens die bepalings van hierdie klousule verleen word, reik die Sekretaris van die Raad 'n vrystellingsertifikaat uit, deur hom onderteken, met vermelding daarin van—

- (a) die betrokke persoon se naam voluit;
- (b) die Ooreenkoms se bepalings waarvan vrystelling verleen word;
- (c) die voorwaardes, volgens 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 uitgereikte vrystellingsertifikate van volgnommers voorsien;
- (b) 'n afskrif van elke vrystellingsertifikaat behou wat uitgereik word; en
- (c) in die geval van 'n vrystelling wat aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgever stuur.

(5) Elke werkgever en werknemer moet die bepalings van 'n vrystellingsertifikaat, volgens hierdie klousule uitgereik, nakom.

21. FONDSE VAN DIE RAAD.

Voorsiening vir die fondse van die Raad, wat by die Raad berus en deur hom geadministreer moet word, moet op die volgende wyse gemaak word:—

- (1) Op die eerste betaaldag, nadat hierdie Ooreenkoms in werking tree en op elke betaaldag daarna, moet elke werkgever 3d. per week van die lone van sy werknemers aftrek.
- (2) Die totale bedrag, aldus afgetrek, tesame met 'n bedrag van 4d. per werknemer wat deur die werkgever bygedra moet word, moet deur laasgenoemde elke maand binne een week na die laaste betaaldag van elke kalendermaand by die Sekretaris van die Raad ingedien word.
- (3) Elke werkgever moet 'n staat van die getal werknemers in sy diens vir elke week van elke kalendermaand by die Raad indien op die vorm wat deur die Raad volgens die vorm van Aanhangsel B van hierdie Ooreenkoms verskaf is.

22. INTERPRETATION OF AGREEMENT.

(1) The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of the employers and the employees.

(2) Any dispute which may arise in the trade shall be referred to the Council to be dealt with in terms of its constitution.

23. APPOINTMENT OF AGENTS.

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

24. TRADE UNION REPRESENTATIVES.

Trade Union representatives on the Council are to be given facilities to attend to their duties in connection with the Council.

25. EXHIBITION OF AGREEMENT.

Every employer shall keep a legible copy of this Agreement and extracts thereof in both official languages, in the form prescribed in the regulations under the Act, exhibited in his establishment, which shall include receiving depots, in a place readily accessible to his employees.

Signed at Durban on behalf of the parties this 23rd day of August, 1955.

U. W. E. GRANT,
Chairman of the Council.

J. RAMSAY,
Vice-Chairman of the Council.

B. BANNETT,
Secretary of the Council.

22. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is, en kan ter inligting van werkgewers en werknemers menings uitvaardig wat nie met die bepalinge hiervan in stryd is nie.

(2) Enige geskil wat in die bedryf mag ontstaan, moet na die Raad verwys word vir behandeling volgens die bepalinge van sy konstitusie.

23. AANSTELLING VAN AGENTE.

Die Raad stel een of meer bepaalde persone as agente aan om in die toepassing van hierdie Ooreenkoms behulpsaam te wees; en elke werkgewer en elke werknemer is verplig om so 'n agent toe te laat om navrae te doen, boeke en/of dokumente te ondersoek en persone te ondervra; soos dit vir hierdie doel nodig mag wees.

24. VAKVERENIGING SE VERTEENWOORDIGERS OP DIE RAAD.

Aan 'n vakvereniging se verteenwoordigers op die Raad moet geleentheid gegee word om hulle pligte in verband met die Raad te vervul.

25. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare afskrif van hierdie Ooreenkoms en uittreksels daaruit in albei amptelike tale en in die vorm wat by regulasie kragtens die Wet voorgeskryf word, op 'n plek in sy inrigting verhoon wat vir sy werknemers maklik toeganklik is, en wat ook sy ontvangdepots omvat.

Namens die partye op hede die 23ste dag van Augustus 1955 in Durban onderteken.

U. W. E. GRANT,
Voorsitter van die Raad.

J. RAMSAY,
Ondervoorsitter van die Raad.

B. BANNETT,
Sekretaris van die Raad.

ANNEXURE A.

COLLECTOR'S CARD.

Factory Name and Address _____ Phone _____

This permit authorises—

Collector _____

Pass No. _____

Council No. _____

to collect for above firm, articles to be dry-cleaned, dyed or laundered, in the vehicle described hereunder and which has been approved by and registered with the Council:—

Type of Vehicle _____

Make _____

Registered No. of vehicle _____

Council's registered No. _____

Employer's Signature _____

Council Signature _____

Year _____

Month.	Employer's Signature.	Month.	Employer's Signature.	Month.	Employer's Signature.	Month.	Employer's Signature.
January.....	_____	April.....	_____	July.....	_____	October.....	_____
February.....	_____	May.....	_____	August.....	_____	November.....	_____
March.....	_____	June.....	_____	September.....	_____	December.....	_____

AANHANGSEL A.

INSAMELAARSKAART.

Naam en adres van fabriek _____ Foon _____

Hierdie verlofbrief magtig—

Insamelaar _____

Verlofnummer _____

Raad se nummer _____

om vir bogenoemde firma in die voertuig wat hieronder beskryf word en wat goedgekeur en by die Raad geregistreer is, goedere in te samel om droogskoongemaak, gekleur of gewas te word:—

Soort voertuig _____

Fabriekaart _____

Registrasienuummer van voertuig _____

Raad se registrasienuummer _____

Werkgewer se handtekening _____

Raad se handtekening _____

Jaar _____

Maand.	Werkgewer se handtekening.	Maand.	Werkgewer se handtekening.	Maand.	Werkgewer se handtekening.	Maand.	Werkgewer se handtekening.
Januarie.....	_____	April.....	_____	Julie.....	_____	Oktober.....	_____
Februarie.....	_____	Mei.....	_____	Augustus.....	_____	November.....	_____
Maart.....	_____	Junie.....	_____	September.....	_____	Desember.....	_____

ANNEXURE B.

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

To the Secretary,
P.O. Box 2296,
Durban.

Dear Sir,

Enclosed please find the sum of £_____ representing contributions in terms of Section 21 of the Laundry, Cleaning and Dyeing Agreement as detailed below for the period ending _____

Name of Firm _____

Address _____

RETURN OF EMPLOYEES.

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

Total No. _____ employees at 3d. per week for _____ weeks..... £ _____

Add: Employers' contributions of 4d. per week per employee..... £ _____

£ _____

To be forwarded with your cheque to the Office of the Council within one week from the last pay-day shown above.

★ No. 2386.] [2 December 1955.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

LAUNDRY, DRY CLEANING AND DYEING
INDUSTRY, NATAL.

I, JOHANNES DE KLERK, Minister of Labour hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Laundry, Dry Cleaning and Dyeing Industry, published under Government Notice No. 2385 of the 2nd December, 1955, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE WAS-, SKOONMAAK- EN
KLEURNYWERHEID (NATAL).

Die Sekretaris,
Posbus 2296,
Durban.

Meneer,

Ingesluit vind u die bedrag van £_____ synde bydraes ingevolge artikel 21 van die Was-, Skoonmaak- en Kleurnywerheid-ooreenkoms vir die tydperk geëindig _____ volgens onderstaande besonderhede:—

Naam van firma _____

Adres _____

OPGAWE VAN WERKNEMERS.

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

Totale getal _____ werknemers teen 3d. per week vir _____ weke..... £ _____

Plus: Bydraes van werkgewers van 4d. per week per werknemer..... £ _____

£ _____

Moet binne een week na die laaste betaaldag hierbo genoem, per tjek aan die kantoor van die Raad gestuur word.

★ No. 2386.] [2 Desember 1955.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

WASSERY-, DROOGSKOONMAAK- EN KLEUR-
NYWERHEID, NATAL.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Wassery-, Droogskoonmaak- en Kleurnywerheid, gepubliseer by Goewermentskennisgewing No. 2385 van 2 Desember 1955, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van die genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

Buy Union Loan Certificates

Koop Unie-leningcertifikate