



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. CXCVIII.]

PRICE 6d.

PRETORIA,

2 OCTOBER 1959.
2 OKTOBER

PRYS 6d.

[No. 6289.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1577.] [2 October 1959.
INDUSTRIAL CONCILIATION ACT, 1956.

LAUNDRY, CLEANING AND DYEING INDUSTRY, NATAL.

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Cleaning and Dyeing Industry, shall be binding from the second Monday after the date of publication of this Notice, and for the period ending three years from the said second Monday, upon the employers' organisation and the trade union which entered into the said agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of paragraph (b) of sub-section (1) 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 three years from the said second Monday upon all employers and employees other than those referred to in paragraph (a) of this Notice 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 paragraph (a) of sub-section (3) 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 three years from the said second Monday, the provisions contained in clauses 3 to 5 (6) (g) (inclusive), 6 to 22 (inclusive) and 25 of the said Agreement, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1577.] [2 Oktober 1959.
WET OP NYWERHEIDSVERSOENING, 1956.

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

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hierby verskyn en op die Wassery-, Droogskoonmaak- en Kleur-nywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) 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 vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Nywerheid in die landdrostdistrik van Durban, uitgesonderd die gebied wat buite 'n radius van 15 myl van die Hoofposkantoor, Durban, val; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 3 tot en met 5 (6) (g), 6 tot en met 22 en 25 van genoemde Ooreenkoms vervat vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig in die landdrostdistrik van Durban, uitgesonderd die gebied wat buite 'n radius van 15 myl van die Hoofposkantoor, Durban val, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

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, 1956, 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 three years or for such period as the Minister may decide.

3. DEFINITIONS.

(1) 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, 1956;

"boiler attendant" means an employee engaged in firing a boiler and maintaining the water-level and steam pressure; (1)

"calender hand" means an employee who operates a calender or flat work ironing machine, and includes a shaker, preparer, feeder, receiver and folder; (16)

"canvasser" means an employee who is occupied as a representative of an establishment and on behalf of or in connection with such establishment invites, solicits or canvasses orders for goods to be laundered, cleaned or dyed and may deliver goods to customers and accept payment in respect thereof; (2)

"canvasser, grade A," means a canvasser who operates from a motor vehicle of not less than 1,000 lb. unladen weight; (2a).

"canvasser, grade B," means a canvasser who operates from a motor vehicle of less than 1,000 lb. unladen weight; (2b)

"canvasser, grade C," means a canvasser who operates from any other kind of transport or on foot; (2c)

"canvasser's assistant" means an employee who accompanies his employer or a canvasser to load and unload goods, and who may, when accompanying such canvasser or employer, collect and deliver orders on the instructions of such canvasser or employer, but who may not drive a vehicle nor make out invoices or receipt vouchers for goods; (3)

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

"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; (4)

"checker, qualified," means a checker who has had not less than one year's experience; (4a)

"checker, unqualified," means a checker who has had less than one year's experience; (4b)

"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; (19)

"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; (5)

"cleaner, qualified," means a cleaner who has had not less than five years' experience; (5a)

"cleaner, unqualified," means a cleaner who has had less than five years' experience; (5b)

BYLAE.

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

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, 1956, gesluit en aangegaan tussen die

Natal Laundry, Cleaners' and Dyers' Association

(hieronder „die werkgewers” of „werkgewersorganisasie” genoem), aan die een kant, 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 landdrosdistrik 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 werkgewersorganisasie 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 'n datum wat deur die Minister van Arbeid bepaal word en bly van krag vir drie jaar of vir sodanige tydperk as wat die Minister vasstel.

3. WOORDOMSKRYWINGS.

(1) 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 Wet op Nywerheidsversoenig, 1956;

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

„kalanderbediener”, 'n werknemer wat 'n kalander of 'n strykmasjien vir platwerk bedien, en omvat 'n skudder, bereider, voerder, ontvanger en vouer;

„bestellingwerwer”, 'n werknemer wat as 'n verteenwoordiger van 'n inrigting in diens is en namens, of in verband met sodanige inrigting bestellings aanvra, solisiteer of werf vir goedere wat gewas, skoongemaak of gekleur moet word, en wat goedere aan klante mag aflewer en betaling ten opsigte daarvan mag ontvang; (2)

„graad A-bestellingwerwer”, 'n bestellingwerwer wat vanaf 'n motorvoertuig met 'n ongelaaide gewig van minstens 1,000 lb. bedien; (2a)

„graad B-bestellingwerwer”, 'n bestellingwerwer wat vanaf 'n motorvoertuig met 'n ongelaaide gewig van minder as 1,000 lb. bedien; (2b)

„graad C-bestellingwerwer”, 'n bestellingwerwer wat vanaf enige ander soort vervoer of te voet bedien; (2c)

„bestellingwerwerassistent”, 'n werknemer wat sy werkgewer of 'n bestellingwerwer vergesel om goedere op en af te laai, en wat, wanneer hy sodanige bestellingwerwer of werkgewer vergesel, bestellings op bevel van sodanige bestellingwerwer of werkgewer mag versamel en aflewer, maar wat nie 'n voertuig mag bestuur of faktures of ontvangbewyse vir goedere mag uitmaak nie. (3)

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

„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 aantoon;

„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, skoongemaak 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 natwasproses, en verantwoordelik is vir die soort behandeling om kolle of vlekke uit goedere te verwyder;

„skoonmaker, gekwalifiseer”, 'n skoonmaker met minstens vyf jaar ondervinding;

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

"clerical employee" means an employee, other than a telephone operator, checker, receiving depot assistant or factory clerk, engaged in writing, typing, or other form of clerical work, and includes cashier; (6 and 7)

"clerical employee, male, qualified," means a male clerical employee who has had not less than five years' experience; (6a)

"clerical employee, male, unqualified," means a male clerical employee who has had less than five years' experience; (6b)

"clerical employee, female, qualified," means a female clerical employee who has had not less than four years' experience; (7a)

"clerical employee, female, unqualified," means a female clerical assistant who has had less than four years' experience; (7b)

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

"delivery hand" means an employee who delivers or collects articles and when required to fulfil orders, but shall not invite, solicit, nor canvass orders; (8a)

"depot" or "Receiving depot" means any premises or portion of any premises, in which the business of receiving or collecting articles for dry-cleaning, dyeing or laundering or distributing or delivering articles which have been dry-cleaned, dyed or laundered, is carried on;

"despatch clerk" means an employee who is responsible for the despatch of articles which have been laundered, cleaned or dyed, after being assembled; (8b)

"driver of a motor vehicle" means an employee other than a canvasser 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; (9)

"dyer" means an employee who is engaged in blending dye-stuffs and who, being responsible for the process of dyeing and/or bleaching, decides what dyes or combinations of dye-stuffs or other chemicals are to be used to obtain the shade or colour required, and issues instructions as to the application thereof; (10)

"dyer's assistant" means an employee who operates or attends, starts or stops one or more of the following machines in the dyeing section of the Industry:—

Dye jig, winch, extractor, padding mangle, drying cans, stenter, drying tubes, tumbler, calender, lapping machine, folding or double-folding machine, pressure dryer, air dryer, yarn winders; provided that the operator of a lapping, folding, or double-folding machine may read the yardage meter attached to his machine and record the length of the cloth on a tab and attach it to the material he has lapped or folded; (16)

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

"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; (18)

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

"factory clerk" means an employee (other than a clerical employee) who performs one or more of the following functions:—(11)

Entering or recording progress of work or articles through the factory.

Checking, counting or recording particulars of dockets, articles and packages.

Checking or recording times at which employees enter or leave the factory.

Recording particulars of requisitions for, or issue of, material or equipment.

Weighing and/or counting and recording quantities.

Booking out parcels and/or completing stereotyped forms, other than wage records, for costing or record purposes;

"factory clerk, qualified," means a factory clerk who has had not less than one year's experience; (11a)

"factory clerk, unqualified," means a factory clerk who has had less than one year's experience; (11b)

"finishing hand in the dry-cleaning section" means an employee engaged in ironing, pressing or steaming articles to shape after they have been dry-cleaned; a finishing hand who is engaged in operating a pressing machine may, incidental to his occupation, carry out minor adjustments to the machine which he normally operates; (12)

"finishing hand in the dry-cleaning section, qualified," means a finishing hand in the dry-cleaning section who has had not less than six months' experience; (12a)

"finishing hand in the dry-cleaning section, unqualified," means a finishing hand in the dry-cleaning section who has had less than six months' experience; (12b)

"klerklike werknemer", 'n werknemer, uitgesonderd 'n telefonis, 'n nasiener, 'n ontvangsdepotdienaar of fabrieksklerk 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);

"afleweraar", 'n werknemer wat artikels aflower of insamel soos en wanneer verlang om bestellings uit te voer, maar mag nie bestellings vra, versoek of werf nie; (8a)

"depot" of "ontvangsdepot", enige perseel of gedeelte van enige perseel, waarin die besigheid van die ontvangs of insameling van artikels vir droogskoonmaak, kleur of was, of die verspreiding of aflowering van artikels wat droogskoonmaak, gekleur of gewas is, gedryf word;

"versendingsklerk", 'n werknemer wat verantwoordelik is vir die versending van artikels wat gewas, skoongemaak of gekleur is, nadat dit byeengebring is; (8b)

"motorvoertuigdrywer" 'n werknemer (uitgesonderd 'n bestellingwerwer) wat 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing omvat "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 kleurstowwe meng en wat verantwoordelik is vir die proses van kleur en/of bleik, en dus besluit watter kleurstowwe of samestellings van kleurstowwe of ander chemikalie gebruik moet word ten einde die kleurskakering wat verlang word, te verkry, en instruksies ten opsigte van die aanwending daarvan uitreik; (10)

"kleurderassistent", 'n werknemer wat een of meer van die volgende masjiene in die kleurafdeling van die nywerheid bedien of daarvoor toesig hou, aan die gang sit of tot stilstand bring:—

Kleurstofpolsmasjiene, lier, ekstraktor, vulselmangel, droogkanne, stenter, droogbuise, droogtrommels, kalander, toedraaimasjiene, opvou- of dubbelvoumasjiene, drukkleurder, lugdroër, garingwinders; met dien verstande dat die bediener van 'n toedraai-, opvou- of dubbelvoumasjiene die jaartmeter aan sy masjiene kan lees en die lengte van die geweeftde materiaal op 'n lussie aanteken en dit aan die materiaal, wat hy toegedraai of opgevou het kan heg; (16)

"inrigting", enige perseel in of in verband waarmee een of meer werknemers besig is met bedryfswaardige wat betrokke is by die ambagte van was, skoonmaak en kleur, en 'n ontvangsdepot en 'n motorvoertuig insluit;

"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", die totale tydperk of tydperke van diens wat 'n werknemer gehad het in die bepaalde ambag waarin hy in diens is;

"fabrieksklerk", 'n werknemer (behalwe 'n klerklike werknemer) wat een of meer van die volgende pligte vervul:—

Die inskryf of aanteken van besonderhede van etikette, artikels en pakkies.

Die nagaan of aanteken van tye wanneer werknemers die fabriek binnegaan of verlaat.

Die aanteken van besonderhede of vereistes vir, of uitreiking van, materiaal of uitrusting.

Die weeg en/of tel en aanteken van hoeveelhede.

Die uitboek van pakkette en/of invul van stereotipe vorms, behalwe loonrekords, vir prysvasstelling of rekord doeleindes.

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens een jaar ondervinding; (11a)

"fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as een jaar ondervinding; (11b)

"afwerker in die droogskoonmaakafdeling", 'n werknemer wat artikels na fatsoen stryk, pers of stoom nadat hulle droog skoongemaak is; 'n afwerker wat 'n persmasjiene bedien, mag, as 'n bykomstigheid by sy ambag, kleiner verstelling aanbring aan die masjiene wat hy normaalweg bedien; (12)

"afwerker in die droogskoonmaakafdeling, gekwalifiseer," 'n afwerker in die droogskoonmaakafdeling met minstens ses maande ondervinding; (12a)

"afwerker in die droogskoonmaakafdeling, ongekwalifiseer," 'n afwerker met minder as ses maande ondervinding; (12b)

"finishing hand in the laundry section" means an employee other than a calender hand engaged in ironing or pressing articles that have been laundered; a finishing hand who is engaged in operating a pressing machine may, incidental to his occupation, carry out minor adjustments to the machine which he normally operates; (13)

"finishing hand in the laundry section, qualified," means a finishing hand in the laundry section who has had not less than three months' experience; (13a)

"finishing hand in the laundry section, unqualified," means a finishing hand in the laundry section who has had less than three months' experience; (13b)

"foreman" means an employee who is in charge of all employees, other than clerical employees, in an establishment other than a Receiving Depot or a vehicle, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (14)

"forewoman" means an employee who is in charge of employees in an establishment, and who is responsible for the efficient performance by them of their duties; (15)

"general worker" means an employee engaged in one or more of the following categories of work or other operations:— (16)

Calender hand;
dyer's assistant;
packer in the Laundry Section of the Trade;
steamer;
sorting articles, but not according to customer's or bulk identification marks;
shaking out articles in preparation for the next process;
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;
washing and cleaning delivery vans;
making and serving tea and/or other refreshments;
stitching of turn-ups;
shovelling and carting of coal;
carrying, moving, stacking, unpacking, loading or unloading, under supervision;
attaching labels to articles for subsequent identification;

"grade I employee" means an employee engaged in one or more of the following capacities:— (17)

Marker and/or sorter, in the dry-cleaning section of the trade;
packer in the dry-cleaning section of the trade;
spotter;

"grade I employee, qualified," means a grade I employee who has had not less than six months' experience; (17a)

"grade I employee, unqualified," means a grade I employee who has had less than six months' experience; (17b)

"grade II employee" means an employee engaged in one or more of the following capacities:— (18)

Examiner;
marker and/or sorter in the laundering section of the trade;
plain sewer;

"grade II employee, qualified," means a grade II employee who has had not less than six months' experience; (18a)

"grade II employee, unqualified," means a grade II employee who has had less than six months' experience; (18b)

"grade III employee" means an employee engaged in one or more of the following capacities:— (19)

Checker's assistant;
mechanic's labourer;
messenger;
wet-cleaner or water brusher;

"grade IV employee" means an employee who has not been specifically defined elsewhere in this section; (20)

"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; (21)

"invisible mender, qualified," means an invisible mender who has had not less than two years' experience; (21a)

"invisible mender, unqualified" means an invisible mender who has had less than two years' experience; (21b)

"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 articles to the order of customers and includes all operations incidental thereto or consequent thereon, if carried out by such employers and their employees;

"machine operator" means an employee who operates one or more of the following machines—including any machine performing the work of two or more of such machines—in the laundry and dry-cleaning sections—

washers;
extractors;
tumblers; (22)

"afwerker in die wasseryafdeling", 'n werknemer, behalwe 'n kalanderbediener, wat artikels wat gewas is, stryk of pers; 'n afwerker wat 'n persmasjiën bedien, mag, as 'n bykomstigheid by sy ambag, kleiner verstellings aanbring aan die masjiën wat hy normaalweg bedien; (13)

"afwerker in die wasseryafdeling, gekwalifiseer," 'n afwerker in die wasseryafdeling met minstens drie maande ondervinding; (13a)

"afwerker in die wasseryafdeling, ongekwalifiseer," 'n afwerker in die wasseryafdeling met minder as drie maande ondervinding; (13b)

"voorman", 'n werknemer wat verantwoordelik is vir alle werknemers, behalwe klerklike werknemers, in 'n ander inrigting as 'n ontvangsdepot of 'n voertuig, wat beheer uitvoer oor sodanige werknemers en daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig; (14)

"voorzou", 'n werknemer wat verantwoordelik is vir werknemers in 'n inrigting, en daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig; (15)

"algemene werker", 'n werknemer wat een of meer van die volgende kategorieë werk of ander dienste verrig:—

Kalanderbediener;
kleurderassistent;
verpakker in die wasseryafdeling van die bedryf;
stomer;
uitsorteerder van artikels, maar nie volgens klante- of grootskaalse identifikaasie-merke nie;
uitskud van artikels ter voorbereiding vir die volgende proses;
omkeer van sakke;
borsel van omslae;
ophang van artikels in die fabriek;
dra van kledingstukke;
vee en skoonmaak van persele;
drywer van 'n motorvoertuig vergesel of bestellingswerwer vergesel uitsluitlik vir die doel om toesig te hou oor die inhoud van die afleweringswa gedurende die afwesigheid van sodanige drywer of bestellingwerwer;
was en skoonmaak van afleweringswaens;
bereiding en bediening van tee en/of ander verversings;
vaswerk van omslae;
skep en aandra van steenkool;
onder toesig dra, verskuif, opstapel, uitpak, laai of aflaai;
aanhag van etikette aan artikels vir latere identifikaasie;

"graad I-werknemer," 'n werknemer wat in een of meer van die volgende hoedanighede in diens is:— (17)

Merker en/of sorteerder, in die droogskoonmaakafdeling van die bedryf;
verpakker in die droogskoonmaakafdeling van die bedryf;
vlekuithaler;

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

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

"graad II-werknemer", 'n werknemer wat in een of meer van die volgende hoedanighede in diens is:— (18)

Ondersoeker;
merker en/of sorteerder in die wasseryafdeling van die bedryf;
gewone naaister;

"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 in een of meer van die volgende hoedanighede in diens is:— (19)

Nasiener se assistent;
werktuigkundige se handlanger;
bode;
natskoonmaker of waterborselaar;

"graad IV-werknemer", 'n werknemer wat nie elders in hierdie artikel spesifiek omskryf is nie; (20)

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

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

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

"Wassery, Droogskoonmaak- en Kleurnywerheid" of "Nywerheid", die nywerheid waarin werkgewers en werknemers geassosieer is om artikels te was, skoon te maak of te kleur volgens die bestelling van klante en omvat alle werksaamhede wat daarmee gepaard gaan of daarop volg; indien dit deur sodanige werkgewers en hulle werknemers uitgevoer word;

"masjiënbediener", 'n werknemer wat een of meer van die volgende masjiëne bedien—met inbegrip van enige masjiën wat die werk verrig van een of meer sodanige masjiëne—in die wassery- en droogskoonmaakafdelings—

wasmasjiëne;
ekstraktors;
droogtrommels; (22)

"machine operator or attendant, qualified," means a machine operator or attendant who has had not less than three months' experience; (22a)

"machine operator or attendant, unqualified," means a machine operator or attendant who has had less than three months' experience; (22b)

"maintenance man" means an employee, other than a mechanic, engaged in making minor repairs and adjustments to machinery, plant, buildings or other equipment; (23)

"marker and/or sorter" means an employee engaged in marking articles for identification (other than operators of power-driven marking machines) or in sorting articles according to their identification marks; (17) or (18)

"mechanic" means an employee who is a qualified tradesman or artisan; (24)

"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; (19)

"messenger" means an employee who is engaged in delivering letters and messages, folding statements and inserting them in envelopes, sealing envelopes, rubber stamping, mailing correspondence and parcels, and collecting mail; (19)

"packer" means an employee engaged in assembling, wrapping and parcelling garments or other articles for despatch including the packing of articles into canvas bags or hampers; (16) or (17)

"packer, qualified," means a packer in the dry-cleaning section of the trade, who has had not less than six months' experience; (17a)

"packer, unqualified," means a packer in the dry-cleaning section of the trade who has had less than six months' experience; (17b)

"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, engaged in making alterations and repairs to garments or other customers' articles; (18)

"receiving depot assistant" means an employee (other than a canvasser) 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; (25)

"receiving depot assistant, qualified," means a receiving depot assistant who has had not less than one year's experience; (25a)

"receiving depot assistant, unqualified," means a receiving depot assistant who has had less than one year's experience; (25b)

"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 selecting articles for spotting and/or the removal of stains from articles by means of stock solutions issued to him by a cleaner; (17)

"steamer" means an employee who operates a puff steamer steam board; (16)

"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;

"unladen weight" means the weight of a motor vehicle as recorded on a licence or certificate issued by an authority empowered by law to issue licences for motor vehicles provided that, in the case of a two or three-wheeled vehicle in respect of which the said authority does not record such weight in the licence or certificate, the unladen weight of such vehicle shall be deemed to be less than 1,000 lb.;

"wage" means that portion of remuneration payable to an employee in money in respect of his ordinary hours of work prescribed in clause 6 and determined in clause 4, or such higher amount as an employer regularly pays an employee in respect of his ordinary hours of work;

"watchman" means an employee engaged in guarding premises or other property by day or night; (26)

"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; (19)

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

[The number in brackets after each definition of a category of work has a corresponding number for such category in Section 4 (1) Remuneration.]

"masjienbediener of -opsiener, gekwalifiseer," 'n masjienbediener of -opsiener met minstens drie maande ondervinding; (22a)

"masjienbediener of -opsiener, ongekwalifiseer," 'n masjienbediener of -opsiener met minder as drie maande ondervinding; (22b)

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

"merker en/of sorteerder", 'n werknemer wat artikels merk vir uitkenning (behalwe bedieners van krag aangedrewe merkmasjiene) of artikels volgens hulle uitkenningmerke sorteer; (17) of (18)

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

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

"bode", 'n werknemer wat briewe en boodskappe aflewer, state opvou en in koeverte steek, koeverte verseel, met rubberstempels stempel, korrespondensie en pakkette versend en pos afhaal; (19)

"verpakker", 'n werknemer wat kledingstukke of ander artikels vir versending bymekaarmaak, toedraai en in pakkies opmaak, met inbegrip van die inpak van artikels in seilsakke of mandjies; (16) of (17)

"verpakker, gekwalifiseer," 'n verpakker in die droogskoonmaakafdeling van die bedryf, met minstens ses maande ondervinding; (17a)

"verpakker, ongekwalifiseer," 'n verpakker in die droogskoonmaakafdeling van die bedryf met minder as ses maande ondervinding; (17b)

"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 naaister", 'n werknemer, behalwe 'n fynstopper, wat verstelwerk en herstelwerk aan kledingstukke en ander artikels van klante doen; (18)

"ontvangsdepotassistent", 'n werknemer (behalwe 'n bestellingswerwer) wat goedere wat gewas en gestryk, skoongemaak of gekleur moet word, van klante ontvang, en/of sodanige goedere na die prosesbehandeling daarvan aan klante terugbesorg, waaronder ook die aanneem van geld vir die prosesbehandeling van sodanige goedere en die bank van daardie geld inbegrepe is, en/of wat vir die aanteken van die verslae van die depot verantwoordelik is; (25)

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

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

"korttyd", 'n tydelike vermindering van die getal gewone werkure van 'n werknemer as gevolg van 'n algemene onklaarmaking van installasie of masjinerie, veroorsaak deur 'n ongeluk of onvoorsiene noodgeval, of deur 'n slappe in die bedryf of 'n tekort aan grondstowwe;

"vlekuihtaler", 'n werknemer wat artikels waarvan vlekke verwyder moet word, uitsoek en/of die vlekke van artikels verwyder met behulp van standaardoplossings wat deur 'n skoonmaker aan hom uitgereik word; (17)

"stomer", 'n werknemer wat met 'n pofstomerstoomblad bedien;

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

"ongelaaide gewig", die gewig van 'n motorvoertuig soos aangegeven op 'n lisensie of sertifikaat uitgereik deur 'n bestuur wat volgens wet volmag verleen is om lisensies vir motorvoertuie uit te reik, met dien verstande dat in die geval van 'n twee- of driewielvoertuig ten opsigte waarvan die bestuur nie sodanige gewig op die lisensie of sertifikaat aandui nie, die ongelaaide gewig van sodanige voertuig as minder as 1,000 lb. geag word;

"loon", die gedeelte van die besoldiging betaalbaar aan 'n werknemer in geld ten opsigte van sy gewone werkure voorgeskryf in klousule 6 en bepaal in klousule 4, of sodanige groter bedrag as wat 'n werkgewer 'n werknemer gereeld betaal ten opsigte van sy gewone werkure;

"wag", 'n werknemer wat persele of ander eiendom gedurende die dag of die nag moet bewaak; (26)

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

(2) Vir die indeling van 'n werknemer by die toepassing van hierdie Ooreenkoms word dit beskou dat hy tot die klas behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

[Die nommer in hakies na elke woordomschrywing van 'n klas werk het 'n ooreenstemmende nommer vir sodanige klas in artikel 4 (1) Besoldiging.]

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.
(1) Boiler attendant.....	2 2 6
(2a) Canvasser, Grade A.....	4 10 0
(2b) Canvasser, Grade B.....	3 0 0
(2c) Canvasser, Grade C.....	2 5 0
(3) Canvasser's assistant.....	2 0 0
(4a) Checker, qualified, in the laundering section of the trade.....	2 18 6
(4b) Checker, unqualified, in the laundering section of the trade—	
For the first six months of experience.....	2 3 0
For the second six months of experience....	2 8 6
(4a) Checker, qualified, in the dry-cleaning section of the trade.....	2 13 6
(4b) Checker, unqualified, in the dry-cleaning section of the trade—	
For the first six months of experience.....	2 0 6
For the second six months of experience....	2 6 6
(5a) Cleaner, qualified.....	8 0 0
(5b) Cleaner, unqualified—	
For the first year of experience.....	3 15 0
For the second year of experience.....	4 10 0
For the third year of experience.....	6 0 0
(6a) Clerical employee, male, qualified.....	6 6 11
(6b) Clerical employee, male, unqualified—	
For the first year of experience.....	2 6 2
For the second year of experience.....	3 2 3
For the third year of experience.....	3 18 5
For the fourth year of experience.....	4 14 7
For the fifth year of experience.....	5 10 9
(7a) Clerical employee, female, qualified.....	4 3 1
(7b) Clerical employee, female, unqualified—	
For the first year of experience.....	2 1 6
For the second year of experience.....	2 11 11
For the third year of experience.....	3 2 3
For the fourth year of experience.....	3 12 8
(8a) Delivery hand.....	2 0 0
(8b) Despatch clerk.....	2 10 0
(9) Driver of a motor vehicle of which the unladen weight is—	
(a) Not more than 1,000 lb.....	2 10 0
(b) More than 1,000 lb. but not exceeding 6,000 lb.....	3 17 6
(c) Over 6,000 lb.....	4 17 6
(10) Dye.....	8 0 0
(11a) Factory clerk, qualified.....	3 5 0
(11b) Factory clerk, unqualified—	
For the first six months of experience.....	2 0 0
For the second six months of experience....	2 10 0
(12a) Finishing hand in the dry-cleaning section, qualified.....	2 2 6
(12b) Finishing hand in the dry-cleaning section, unqualified—	
For the first three months of experience....	1 12 6
For the second three months of experience..	1 17 6
(13a) Finishing hand in the laundering section, qualified.....	1 17 6
(13b) Finishing hand in the laundering section, unqualified.....	1 13 0
(14) Foreman.....	7 10 0
(15) Forewoman.....	5 0 0
(16) General worker—	
Under the age of 18 years.....	1 7 6
Of the age of 18 years or over.....	1 15 0
(17a) Grade I employee, qualified.....	2 7 6
(17b) Grade I employee, unqualified—	
For the first three months of experience....	1 17 6
For the second three months of experience..	2 2 6
(18a) Grade II employee, qualified.....	2 3 0
(18b) Grade II employee, unqualified—	
For the first three months of experience....	1 13 0
For the second three months of experience..	1 16 6
(19) Grade III employee.....	1 16 3
(20) Grade IV employee.....	1 15 0
(21a) Invisible mender, qualified.....	3 7 6
(21b) Invisible mender, unqualified—	
For the first six months of experience.....	2 0 0
For the second six months of experience....	2 5 0
For the third six months of experience....	2 12 6
For the fourth six months of experience....	3 0 0
(22a) Machine operator or attendant, qualified....	1 17 6
(22b) Machine operator or attendant, unqualified..	1 13 0
(23) Maintenance man.....	5 10 0
(24) Mechanic.....	8 12 6
(25a) Receiving depot assistant, qualified.....	3 7 6
(25b) Receiving depot assistant, unqualified—	
For the first six months of experience.....	2 2 6
For the second six months of experience....	2 12 6
(26) Watchman.....	2 5 0

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

4. EESOLDIGING.

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

	Per week.
	£ s. d.
(1) Ketelbediener.....	2 2 6
(2a) Bestellingwerwer Graad A.....	4 10 0
(2b) Bestellingwerwer Graad B.....	3 0 0
(2c) Bestellingwerwer Graad C.....	2 5 0
(3) Bestellingwerwer se assistent.....	2 0 0
(4a) Nasioner, gekwalifiseer, in die wasseryafdeling van die bedryf.....	2 18 6
(4b) Nasioner, ongekwalifiseer, in die wasseryafdeling van die bedryf—	
Vir eerste ses maande ondervinding.....	2 3 0
Vir tweede ses maande ondervinding.....	2 8 6
(4a) Nasioner, gekwalifiseer, in die droogskoonmaakafdeling van die bedryf.....	2 13 6
(4b) Nasioner, ongekwalifiseer, in die droogskoonmaakafdeling van die bedryf—	
Vir eerste ses maande ondervinding.....	2 0 6
Vir tweede ses maande ondervinding.....	2 6 6
(5a) Skoonmaker, gekwalifiseer.....	8 0 0
(5b) Skoonmaker, ongekwalifiseer—	
Vir eerste jaar ondervinding.....	3 15 0
Vir tweede jaar ondervinding.....	4 10 0
Vir derde jaar ondervinding.....	6 0 0
(6a) Klerklike werknemer, manlik, gekwalifiseer....	6 6 11
(6b) Klerklike werknemer, manlik, ongekwalifiseer—	
Vir eerste jaar ondervinding.....	2 6 2
Vir tweede jaar ondervinding.....	3 2 3
Vir derde jaar ondervinding.....	3 18 5
Vir vierde jaar ondervinding.....	4 14 7
Vir vyfde jaar ondervinding.....	5 10 9
(7a) Klerklike werknemer, vroulik, gekwalifiseer....	4 3 1
(7b) Klerklike werknemer, vroulik, ongekwalifiseer—	
Vir eerste jaar ondervinding.....	2 1 6
Vir tweede jaar ondervinding.....	2 11 11
Vir derde jaar ondervinding.....	3 2 3
Vir vierde jaar ondervinding.....	3 12 8
(8a) Aflerwingsassistent.....	2 0 0
(8b) Versendingsklerk.....	2 10 0
(9) Drywer van 'n motorvoertuig met 'n ongelaaide gewig van—	
(a) Nie meer as 1,000 lb. nie.....	2 10 0
(b) Meer as 1,000 lb. maar nie meer as 6,000 lb. nie.....	3 17 6
(c) Oor 6,000 lb.....	4 17 6
(10) Kleurder.....	8 0 0
(11a) Fabrieksklerk, gekwalifiseer.....	3 5 0
(11b) Fabrieksklerk, ongekwalifiseer—	
Vir eerste ses maande ondervinding.....	2 0 0
Vir tweede ses maande ondervinding.....	2 10 0
(12a) Afwerker in die droogskoonmaakafdeling, gekwalifiseer.....	2 2 6
(12b) Afwerker in die droogskoonmaakafdeling, ongekwalifiseer—	
Vir eerste drie maande ondervinding.....	1 12 6
Vir tweede drie maande ondervinding.....	1 17 6
(13a) Afwerker in die wasseryafdeling, gekwalifiseer	1 17 6
(13b) Afwerker in die wasseryafdeling, ongekwalifiseer	1 13 0
(14) Voorman.....	7 10 0
(15) Voorvrou.....	5 0 0
(16) Algemene werker—	
Onder 18 jaar.....	1 7 6
18 jaar of ouer.....	1 15 0
(17a) Graad I-werknemer, gekwalifiseer.....	2 7 6
(17b) Graad I-werknemer, ongekwalifiseer—	
Vir eerste drie maande ondervinding.....	1 17 6
Vir tweede drie maande ondervinding.....	2 2 6
(18a) Graad II-werknemer, gekwalifiseer.....	2 3 0
(18b) Graad II-werknemer, ongekwalifiseer—	
Vir eerste drie maande ondervinding.....	1 13 0
Vir tweede drie maande ondervinding.....	1 16 6
(19) Graad III-werknemer.....	1 16 3
(20) Graad IV-werknemer.....	1 15 0
(21a) Fynstopper, gekwalifiseer.....	3 7 6
(21b) Fynstopper, ongekwalifiseer—	
Vir eerste ses maande ondervinding.....	2 0 0
Vir tweede ses maande ondervinding.....	2 5 0
Vir derde ses maande ondervinding.....	2 12 6
Vir vierde ses maande ondervinding.....	3 0 0
(22a) Masjienbediener of -opsiener, gekwalifiseer....	1 17 6
(22b) Masjienbediener of -opsiener, ongekwalifiseer..	1 13 0
(23) Onderhouer.....	5 10 0
(24) Werktuigkundige.....	8 12 6
(25a) Ontvangsdepotassistent, gekwalifiseer.....	3 7 6
(25b) Ontvangsdepotassistent, ongekwalifiseer—	
Vir eerste ses maande ondervinding.....	2 2 6
Vir tweede ses maande ondervinding.....	2 12 6
(26) Wag.....	2 5 0

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

(2) *Basis of Contract.*—(a) 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.

(b) It is also a basis of the contract of employment that employers may require employees to work overtime on any day including Public Holidays and Sundays and such employees shall be obliged to work overtime when called upon to do so, subject, however, to the provisions of Clauses 6 and 9.

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

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

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

- (i) in the case referred to in paragraph (a) one-sixth of such higher wage;
- (ii) in the case referred to in paragraph (b) one-sixth of the wages 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 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, in addition to the remuneration prescribed in sub-clause (1) for an employee of his class,—

- (a) in the case of an employee, other than a casual employee, not less than three shillings and sixpence per week;
- (b) in the case of a casual employee, not less than ninepence per day.

(6) *Savings.*—(a) 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.

(b) Nothing in this Agreement shall operate to reduce the cost of living allowance paid to an employee, who, on the date this Agreement comes into operation, is in receipt of a higher cost of living allowance than that prescribed in Proclamation No. 36 of 1953, *Government Gazette Extraordinary* No. 5007 of 20th February, 1953, and such employees shall continue to be paid and be entitled to a cost of living allowance not lower than such higher cost of living allowance.

5. PAYMENT OF REMUNERATION.

(1) *Employee, Other Than a Casual Employee.*—Save as provided in sub-clause (3), (5) and (8) of clause 7 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 or, when an employee is on short time, before he finishes work for the week, 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.

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

- (a) with the written consent of his employee a deduction for holiday, sick, insurance, provident, or pension fund;

(2) *Kontrakbasis.*—(a) By die toepassing van hierdie klousule is die basis van 'n werknemer se dienskontrak, uitgesonderd 'n los werknemer, 'n weeklikse, en, behoudens die bepalings 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.

(b) Dit is ook 'n basis van die dienskontrak dat werkgewers werknemers kan verplig om oortyd werk op enige dag met inbegrip van openbare vakansiedae en Sondae en sulke werknemers is verplig om oortyd te werk wanneer hulle versoek word om dit te doen, behoudens die bepalings van klousules 6 en 9.

(3) *Differensiële loon.*—'n Werkgever wat 'n lid van een klas van sy werknemers verplig of toelaat om langer as 'n uur in die geheel op enige dag, hetsy benewens sy eie werk of in plaas daarvan 'n ander klas werk te doen wanneer daar—

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

- (i) in 'n geval genoem in paragraaf (a), een-sesde van sodanige hoër loon betaal;
- (ii) 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 bepalings 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 4 1/3 maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

(5) *Fietstoelae.*—'n Werknemer wat verplig is om sy eie fiets te gebruik in die uitvoer van sy pligte moet, benewens die besoldiging voorgeskryf in subklousule (1) vir 'n werknemer van sy klas—

- (a) in die geval van 'n werknemer, behalwe 'n los werknemer, minstens drie sjielings en ses pennies per week betaal word;
- (b) in die geval van 'n los werknemer, minstens nege pennies per dag.

(6) *Voorbehoude.*—(a) 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.

(b) Geen bepaling van hierdie Ooreenkoms kan die lewenskostetoelae van 'n werknemer verminder wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër lewenskostetoelae ontvang as wat in Proklamasie No. 36 van 1953, *Buitengewone Staatskoerant* No. 5007 van 20 Februarie 1953, voorgeskryf word nie, en sodanige werknemers is geregtig op 'n lewenskostetoelae wat steeds aan hulle betaal moet word ten bedrae van minstens daardie hoër lewenskostetoelae.

5. BETALING VAN BESOLDIGING.

(1) *Werknemer, uitgesonderd 'n los werknemer.*—Behoudens die bepalings van klousule 7 (3), (5) en (8) moet enige bedrag wat 'n werknemer toekom, weekliks, of indien die werkgever en die werknemer daaroor skriftelik ooreengekom het, maandeliks in kontant betaal word gedurende die werkure, of binne 20 minute na uitkeiptyd op die gewone betaaldag van die inrigting of by diensbeëindiging as dit voor die gewone betaaldag plaasvind of wanneer 'n werknemer op korttyd is, voordat hy die werk vir die week beëindig, en moet in 'n koeverf of ander houër wees of moet vergesel gaan van 'n staat wat die werkgever 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 Werkgever 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 werkgever gedoen of deur hom aangeneem word nie.

(4) *Koop van goedere.*—Geen werkgever 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 bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, en van die Naturellearbeid Regelswet, 1911, mag geen werkgever van sy werknemer vereis om by hom of by 'n persoon of plek wat hy aanwys, te soeër en/of in te woon nie.

(6) *Boetes en aftrekkings.*—'n Werkgever 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, afgetrek word;

- (b) 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;
- (c) a deduction of any amount which an employer, by any law or order of any competent Court is required or permitted to make;
- (d) contributions to the Industrial Council in terms of clause 21 of this Agreement;
- (e) 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.
s. d.	
Board	3 0
Lodging	2 0
Board and Lodging	5 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 or one forty-eighth (as the case may be) of the weekly wage prescribed in clause 4 (1) for an employee of his class; provided that—

- (i) such deduction shall not exceed one-third of the weekly wage of such employee, irrespective of the number of hours by which the ordinary hours of work are reduced;
- (ii) no deduction shall be made—

- (a) in the case of short time arising out of temporary slackness of trade or shortage of raw materials, unless the employer has given notice to his employee on the previous working day, of his intention to work short time;
- (b) 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 working day that no work will be available;

- (g) with the exception of employees employed in or in connection with a receiving depot, 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—
- (i) in the case of an employee who works a six-day week, one-sixth;
- (ii) 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;

- (h) with the written consent of his employee, a deduction in respect of subscriptions to the Laundry, Dry-Cleaning and Dyeing Employees Union (Natal), due in terms of the Union's constitution which, in the case of employers having not more than 150 employees, shall be deducted from the wages of that employee, and such deduction shall be forwarded each month to the Secretary of the Union within one week from the last pay day of each calendar month. In the case of employers having more than 150 employees, such employers to permit a Steward appointed by the Union, on each pay day to collect from its members in the establishment such subscriptions and other dues permissible in terms of the Union's constitution, and the moneys so collected are to be handed to the employers together with a list showing the amounts and from whom collected. The employer will issue a receipt to the Steward and forward the amounts and lists to the Secretary of the Union within one week from the last pay day of each calendar month.

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, canvasser's assistant, delivery hand, driver of a motor vehicle, or watchman—

- (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;

- (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, op bevel van enige bevoegde hof, verplig of toegelaat word om te doen;
- (d) bydraes tot die Nywerheidsraad ingevolge klousule 21 van hierdie Ooreenkoms;
- (e) wanneer 'n werknemer ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturellearbeid Reguleringswet, 1911, toestem om verplig word om losies en/of inwoning van sy werknemer, te aanvaar, 'n aftrekking wat die ondergenoemde bedrae nie oorskry nie:—

	Per week.
s. d.	
Losies	3 0
Inwoning	2 0
Losies en inwoning	5 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 een ses-en-veertigste of een agt-en-veertigste (soos die geval mag wees) van die weekloon voorgeskryf in klousule 4 (1) vir 'n werknemer van sy klas; met dien verstande dat—

- (i) sodanige aftrekking nie een-derde van die weekloon van so 'n werknemer mag oorskry nie, ongeag die aantal ure waarmee die gewone werkure ingekort word;

- (ii) geen aftrekking gedoen mag word nie:—

- (a) in die geval van korttyd wat veroorsaak word deur 'n tydelike slapte in die bedryf of 'n tekort aan grondstowwe, tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;

- (b) in die geval van korttyd wat ontstaan weens 'n algemene onklaarraking van installasie of masjienerie 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) met uitsondering van werknemers wat in of in verband met 'n ontvangsdepot in diens is, 'n aftrekking ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Geloftedag 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.

- (h) met die skriftelike toestemming van sy werknemer 'n aftrekking ten opsigte van ledegeld aan die Laundry, Dry Cleaning and Dyeing Employees' Union (Natal) verskuldig kragtens die Vereniging se konstitusie wat in die geval van werkgewers met hoogstens 150 werknemers, van die lone van daardie werknemer afgetrek word, en sodanige aftrekkings moet elke maand aan die Sekretaris van die Vereniging gestuur word binne een week vanaf die laaste betaaldag van elke kalendermaand. In die geval van werkgewers met meer as 150 werknemers moet sodanige werkgewers 'n beampte, aangestel deur die Vereniging, toelaat om op elke betaaldag van sy lede in die inrigting sodanige ledegeelde en ander verskuldigde bedrae, toelaatbaar kragtens die Vereniging se konstitusie in te samel, en die gelde wat so ingesamel word, moet aan die werkgewers oorhandig word tesame met 'n lys wat die bedrae aantoon en van wie dit ingesamel is. Die werkgewer sal 'n ontvangsbewys uitreik aan die rentmeester en die bedrae en lyste aan die Sekretaris van die Vereniging stuur; binne een week vanaf die laaste betaaldag van elke kalendermaand.

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, behalwe 'n bestellingwerwer, bestellingwerwer se assistent, aflewaar of motorvoertuig-drywer, of wag—

- (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;

if by such extension the ordinary hours of work do not exceed forty-six in a week, provided that when an employer changes his normal working week from a five-day week or a six-day week, as notified to the Council in terms of section 19, he shall notify the Secretary of the Council prior to bringing the change into effect;

(B) in the case of a canvasser, canvasser's assistant, delivery hand or driver of a motor vehicle—

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

(C) in the case of a watchman—

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

(2) The ordinary hours of a casual employee in any one day shall not exceed:—

- (a) 9½ hours in an establishment working a five-day week;
- (b) 8 hours in an establishment working a six-day week.

(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 Interval.*—An employer shall grant to each of his employees 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 nor 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 three 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. in any week;
- (b) to work after 1 o'clock p.m. on more than five days;
- (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 nor permit any female employee to work overtime after completion of 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 an employee with an adequate meal before the commencement of such overtime; or
- (iii) paid to such employee two shillings 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) *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, provided that for the purpose of this sub-clause, the word "wage" shall be deemed to include the cost of living allowance referred to in clause 4 (6) (b).

(11) *Savings.*—The provisions of sub-clause (4) shall not apply to boiler attendants, canvassers, canvasser's assistants, delivery hand, drivers and watchmen, 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 unforeseen emergency, provided, however, that the employer shall notify the Secretary of the Council within three days of such breakdown or emergency.

indien die gewone werkure deur sodanige verlenging nie ses-en-veertig in 'n week oorskry nie; met dien verstande dat wanneer 'n werkgewer sy normale werkweek verander van 'n vyfdaagse week of 'n sesdaagse week, soos aan die Raad bekendgemaak ingevolge artikel 19, moet hy die Sekretaris van die Raad in kennis stel voordat die verandering in werking gestel word.

(B) In die geval van 'n bestellingwerwer, bestellingwerwer se assistent, afleweraar of motorvoetgiedrywer—

- (a) agt-en-veertig uur in enige week van Maandag tot en met Saterdag;
- (b) tien uur op enige dag.

(C) In die geval van 'n wag—

- (a) agt-en-veertig uur in enige week van sewe dae;
- (b) twaalf uur op enige dag.

(2) Die gewone werkure van 'n los werknemer in enige enkele dag moet nie—

- (a) 9½ uur oorskry in 'n inrigting wat 'n vyfdaagse week werk nie;
- (b) 8 uur oorskry in 'n inrigting wat 'n sesdaagse week werk nie.

(3) *Eiensonderbrekings.*—'n Werkgewer mag sy werknemer nie gelas of toelaat om langer as vyf uur op 'n dag aaneen te werk sonder minstens 'n uur pouse waarin nie gewerk mag word nie, 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) werktye wat deur 'n korter pouse as van 'n uur onderbreek word, as aaneenlopend gereken moet word.

(4) *Ruspouses.*—'n Werkgewer moet aan elke werknemer in sy diens 'n ruspouse van minstens tien minute toelaat so na as moontlik—

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

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

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

(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 werksaam 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 een van sy vroulike werknemers gelas of toelaat om meer as een uur oortyd te werk na voltooiing van haar gewone werkure op enige dag nie, tensy hy—

- (i) die werknemer voor 12-uur middag kennis gegee het; of
- (ii) 'n genoegsame ete aan die werknemer verskaf het voordat die oortyd begin; of
- (iii) 2s. 6d. betyds aan die werknemer betaal het om hom of haar in staat te stel om 'n ete te verkry voordat die oortydwerk 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) *Betaling vir oortyd.*—'n Werkgewer moet aan sy werknemer ten opsigte van alle oortyd wat deur hom gewerk is, vergoeding betaal teen 'n skaal van minstens een en 'n derde keer die loon wat in klousule 4 (1) vir 'n werknemer van sy klas vasgestel is; met dien verstande dat waar oortyd wat op 'n daaglikse basis bereken is, in enige week verskil van oortyd bereken op 'n weeklikse basis, die basis wat die grootste bedrag oortyd gedurende daardie week gee, aanvaar moet word, met dien verstande dat vir die toepassing van hiërdie subklousule die woord "loon" die lewenskoste insluit wat in klousule 4 (6) (b) genoem word.

(11) *Voorbehoude.*—Die bepalings van subklousule (4) is nie van toepassing op ketelbedieners, bestellingwerwers, bestellingwerwers se assistente, aflewerars, drywers en wägte nie, en die bepalings van subklousules (3), (4), (5) en (7) is nie van toepassing op 'n werkgewer wat werk verrig wat nodig is as gevolg van 'n onklaarraking van installasie of masjinerie, of 'n ander onvoorziene noodgeval nie, met dien verstande, egter, dat die werkgewer die Sekretaris van die Raad binne drie dae na sodanige onklaarraking of noodgeval in kennis stel.

7. ANNUAL LEAVE.

(1) (a) Every employer shall grant to each employee other than a watchman on completion of each year of continuous service with him, two consecutive week's leave on full pay.

(b) An employer of a watchman shall grant to such employee on completion of each year of continuous service with him, three consecutive weeks' leave on full pay.

(2) The leave to which an employee is entitled in terms of sub-clause (1) hereof shall be granted at a time to be fixed by the employer; provided that if such leave had not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates or, if the employer and his employee have agreed thereto, the period within which the leave must be granted may be extended to a period of not more than six months, reckoned from the completion of the twelve months of employment to which the leave relates, and provided the period of such annual leave shall not run concurrently with sick leave, peace training under the Defence Act 1957, or with any period of notice of termination of employment.

(3) An employee who has completed not less than one month in any year of employment with the same employer, and whose employment terminates before the completion of such year, shall upon the day on which his employment terminates be paid his weekly wage divided by six in respect of each completed month of employment, calculated from the date on which his leave last fell due or of commencement of service, as the case may be.

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

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

(6) If any public holiday which is a paid public holiday in terms of clause 9 hereof falls within the period of annual leave granted in terms of sub-clause (1) hereof, one day on full pay in respect of each such holiday shall be added to the period of leave so granted.

(7) An employer may deduct from such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the 12 months of employment to which the period or annual leave relates.

(8) The annual leave pay due in terms of sub-clause (1) hereof shall be paid not later than the last working day of the employee concerned before the commencement of his annual leave or termination of services, as the case may be and shall be paid in a separate envelope showing the dates of service and the number of months in respect of such holiday pay, and the amount being paid.

(9) For the purpose of this clause, the expression "employment" shall be deemed to include any period or periods, amounting in the aggregate to not more than ten weeks in any year, during which an employee is—

- (a) absent on leave in terms of sub-clause (1) hereof;
- (b) absent from work on the instructions or at the request of his employer;
- (c) undergoing peace training under the Defence Act 1957;
- (d) absent with the consent of his employer or on sick leave or by reason of a confinement.

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

- (i) the granting of annual leave which may have been due but which had not been granted prior to his commencing operations;
- (ii) the granting of annual leave which might fall due after he commenced operations but which partly accrued prior to such commencement;
- (iii) the payment of pro-rata leave pay in the event of determination of service of any employee,

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

(11) Every employer shall at all times keep an annual register in a form approved by the Council.

(12) For the purpose of this Clause, the word "wage" shall be deemed to include the cost of living allowance referred to in clause 4 (6) (b) payable to the employee.

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

7. JAARLIKSE VERLOF.

(1) (a) Elke werkgewer moet aan elke werknemer, behalwe 'n wag; na voltooiing van elke jaar ononderbroke diens by hom, twee agtereenvolgende weke verlof met volle betaling toestaan.

(b) 'n Werkgever van 'n wag moet aan sodanige werknemer na voltooiing van een jaar ononderbroke diens by hom drie weke agtereenvolgende weke verlof met volle betaling toestaan.

(2) Die verlof waarop 'n werknemer ooreenkomstig subklousule (1) hiervan geregtig is, moet toegeken word op 'n tyd wat deur die werkgewer vasgestel word; met dien verstande dat indien sodanige verlof nie vroeër toegestaan is nie, dit binne twee maande na voltooiing van die betrokke diensjaar toegestaan moet word of, indien die werkgewer en sy werknemer daaroor ooreengekom het, die tydperk waarin die verlof toegestaan moet word, verleng mag word tot 'n tydperk van hoogstens ses maande, bereken vanaf die voltooiing van die twaalf maande diens waarop die verlof betrekking het, en met dien verstande dat die tydperk van sodanige jaarlikse verlof nie mag saamval nie met siekteverlof, vredestrydse opleiding ingevolge die Verdedigingswet, 1957, of met enige tydperk of kennisgewing van diensopsegging.

(3) 'n Werknemer wat minstens een maand in enige diensjaar by dieselfde werkgewer voltooi het en wie se diens voor die end van sodanige jaar verstryk, moet op die dag waarop sy diens verstryk sy weeklikse loon, gedeel deur ses, betaal word ten opsigte van elke voltooide maand diens, bereken vanaf die datum waarop sy verlof laas verskuldig was of op diensaanvaarding, na gelang van die geval.

(4) Die betaling ten opsigte van die jaarlikse verlof ooreenkomstig hierdie klousule moet bereken word op die basis van die loon wat die werknemer ontvang het of geregtig was om te ontvang onmiddellik voor die datum waarop die verlof verskuldig geraak het, of sy diens verstryk het, na gelang van die geval.

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

(6) Indien enige openbare vakansiedag wat ingevolge artikel 9 hiervan 'n betaalde openbare vakansiedag is, binne die tydperk van jaarlikse verlof val wat toegestaan is ingevolge subklousule (1) hiervan, moet een dag se volle besoldiging ten opsigte van elke sodanige vakansiedag by die verloftydperk wat so toegeken is, gevoeg word.

(7) 'n Werkgever mag van sodanige verloftydperk enige dae geleentheidsverlof aftrek wat met volle besoldiging aan sy werknemer toegeken is op sy werknemer se skriftelike versoek gedurende die 12 maande diens waarop die tydperk van jaarlikse verlof betrekking het.

(8) Die jaarlikse verlofbetaling verskuldig ingevolge subklousule (1) hiervan moet op of voor die laaste werkdag aan die betrokke werknemer betaal word, voor die begin van sy jaarlikse verlof of beëindiging van sy diens, na gelang van die geval, en moet in 'n aparte kovert betaal word wat die diensdatums aandui en die getal maande ten opsigte van sodanige verlofbetaling en die bedrag wat betaal word.

(9) By die toepassing van hierdie klousule word dit geag dat die uitdrukking „diens” enige tydperk of tydperke insluit wat saam nie meer as tien weke in enige jaar bedra nie, waartydens 'n werknemer—

- (a) met verlof ingevolge subklousule (1) afwesig is;
- (b) op las of versoek van sy werkgewer van die werk afwesig is;
- (c) vredestrydse opleiding meemaak ingevolge die Verdedigingswet, 1957;
- (d) met die toestemming van sy werkgewer of met siekteverlof of weens 'n bevalling afwesig is.

(10) Vir die toepassing van hierdie klousule word dienstydyperke in dieselfde inrigting ononderbroke geag afgesien van enige verandering van eenaar wat mag voorkom. Die nuwe werkgewer is verantwoordelik vir—

- (i) die toekenning van jaarlikse verlof wat verskuldig mag gewees het maar wat nie toegeken is voordat hy sy diens te aanvaar het nie;
- (ii) die toekenning van jaarlikse verlof wat verskuldig mag word nadat hy sy diens te aanvaar het maar wat gedeeltelik opgeleë het voor sodanige diensaanvaarding;
- (iii) die betaling van pro-rata verlofgeld in die geval van diensbeëindiging van enige werknemer,

en die dienstydyperke ten opsigte waarvan verlofgeld opgeleë het, moet alle dienstydyperke insluit waarvoor geen jaarlikse verlof toegeken is of verlof deur die vorige werkgewer betaal is nie.

(11) Elke werkgewer moet te alle tye 'n jaarlikse verlofregister hou in die vorm wat deur die Raad goedgekeur is.

(12) Vir die toepassing van hierdie klousule word dit geag dat die woord „loon” die lewenskostetoelae insluit wat betaalbaar is aan die werknemer in klousule 4 (6) (b) genoem.

8. SIEKTEVERLOF.

(1) As 'n werknemer, nadat sy 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 vergoedbaar ingevolge die Ongevalwet, 1941), moet die werkgewer altesaam—

- (a) 24 werkdag siekteverlof in die geval van 'n werknemer wat 'n sesdaagse week werk; en
- (b) 20 werkdag siekteverlof in die geval van 'n werknemer wat 'n vyfdaagse week werk,

sick leave in the aggregate during each cycle of two years of continuous 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;

of the weekly wage which he was receiving immediately before the commencement of such leave; provided that the employee, within three days of the commencement of each period of such leave, furnishes to the employer a certificate signed by a registered medical practitioner in the form set out in Annexure C to the Agreement in respect of each period of absence for which payment is claimed, and failure to furnish such certificate shall entitle the employer to withhold payment in respect of such period of absence; 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 (9).

(3) For the purpose of this clause the word "wage" shall have the same meaning as that assigned to it in clause 7 (12).

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—(a) Every employer shall grant to each of his employees, other than casual employees, New Year's Day, Good Friday, Day of the Covenant and Christmas Day as paid holidays, and in addition, shall grant employees employed in or in connection with a receiving depot, all other public holidays as paid holidays, and every employee shall be entitled to receive in respect of each such day the daily wage which he was receiving or which he was entitled to receive at the time such paid holiday falls.

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

(c) In the event of any employee working on any paid public holiday the following shall apply:—

- (i) any employee, other than a casual employee, shall in addition to the payment referred to in sub-clause (1) hereof, be paid in respect of the time worked not less than his ordinary wage for such period;
- (ii) a casual employee shall be paid not less than the full daily wage to which he was entitled, and shall in addition be paid not less than his full hourly wage for each hour or part of an hour so worked.

(2) *Sundays.*—For any time worked on a Sunday, the employer shall either—

- (a) pay the employee concerned not less than double the daily wage payable in respect of an ordinary week day; or
- (b) pay the employee concerned at the rate of not less than one and a third times his ordinary wage in respect of the total period worked on such Sunday and grant him within seven days thereof one day's holiday and pay him in respect thereof not less than his daily wage.

(3) For the purpose of this clause the word "wage" shall have the same meaning as that assigned to it in clause 7 (12).

10. PROPORTION OR RATIO.

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

(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, invisible mender, cleaner, receiving depot assistant or checker receiving not less than the wage prescribed in clause 4 (1) for a qualified clerical employee, invisible mender, cleaner, receiving depot assistant or checker

gedurende elke kringloop van twee jaar aaneenlopende diens by hom toestaan en hy moet aan sodanige werknemer ten opsigte van elke dag daarvan minstens die volgende betaal—

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

van die weekloon wat hy ontvang het onmiddellik voor die aanvang van sodanige verlof; met dien verstande dat die werknemer binne drie dae na die begin van enige tydperk van sodanige verlof die werkgewer voorsien van 'n sertifikaat geteken deur 'n geregistreerde mediese praktisyn in die vorm in Bylae C tot hierdie Ooreenkoms uiteengesit, ten opsigte van elke tydperk van afwesigheid waarvoor besoldiging gevorder word, en versuim om sodanige sertifikaat te voorsien, gee die werkgewer die reg om besoldiging ten opsigte van sodanige tydperk van afwesigheid terug te hou;

voorts met dien verstande dat die bepalings van hierdie klousule nie van toepassing is nie wanneer daar in 'n inrigting, kragtens ooreenkoms tussen 'n werkgewer en sommige van of al sy werknemers of tussen 'n werkgewer en 'n behoorlik geregistreerde vakvereniging, 'n siektebystandfonds of voorsorgfonds bestaan waartoe die werkgewer, 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 vergoedbaar 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) Vir die toepassing van hierdie klousule het die uitdrukking „diens” dieselfde betekenis as in klousule 7 (9);

(3) Vir die toepassing van hierdie klousule het die woord „loon” dieselfde betekenis as wat in klousule 7 (12) daaraan geheg word.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—(a) Elke werkgewer moet aan elkeen van sy werknemers, behalwe los werknemers, Nuwejaarsdag, Goede Vrydag, Gelofte-dag en Kersdag as besoldigde vakansiedae toestaan, en daarenby alle ander openbare vakansiedae as besoldigde vakansiedae toestaan aan werknemers wat in of in verband met 'n ontvangsdepot in diens is, en elke werknemer is geregtig om ten opsigte van elke sodanige dag die daaglikse loon te ontvang wat hy ontvang het of geregtig was om te ontvang ten tye van sodanige vakansiedag.

(b) Die betaling in subklousules (1) en (2) hiervan genoem, moet gemaak word op die eerste dag na elke sodanige betaalde vakansiedag of by diensbeëindiging van enige werknemer indien dit voor die betrokke betaaldag sou plaasvind.

(c) In die geval van enige werknemer wat op 'n openbare vakansiedag werk, is die volgende van toepassing:—

- (i) Enige werknemer, behalwe 'n los werknemer, moet benevens die besoldiging wat in subklousule (1) hiervan genoem word, ten opsigte van die tyd wat gewerk is, minstens sy gewone loon vir sodanige tydperk betaal word;
- (ii) 'n Los werknemer moet minstens die volle dagloon waarop hy geregtig was, betaal word en moet daarenby minstens sy volle uurloon betaal word vir elke uur of gedeelte van 'n uur wat so gewerk is.

(2) *Sondae.*—Vir enige tyd wat op 'n Sondag gewerk is, moet die werkgewer of—

- (a) die betrokke werknemer minstens dubbel die dagloon betaal wat betaalbaar is ten opsigte van 'n gewone weekdag; of
- (b) die betrokke werknemer betaal teen 'n skaal van minstens een en 'n derde keer sy gewone loon ten opsigte van die totale tydperk gewerk op sodanige Sondag en hom binne sewe dae daarna een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal.

(3) Vir die toepassing van hierdie klousule het die woord „loon” dieselfde betekenis as wat in klousule 7 (12) daaraan geheg word.

10. GETALLEVERHOUDING.

(1) 'n Werkgewer moet 'n gekwalifiseerde klerklike werknemer, fynstopper, skoonmaker, ontvangdepotassistent of nasiener in diens hê voordat hy, na gelang van die geval 'n ongekwalifiseerde klerklike werknemer, fynstopper, skoonmaker, ontvangdepotassistent of nasiener in diens kan neem; en hy moet minstens een gekwalifiseerde klerklike werknemer, fynstopper, skoonmaker, ontvangdepotassistent of nasiener in diens hê teenoor onder-skeidelik elke ongekwalifiseerde klerklike werknemer, fynstopper, skoonmaker, ontvangdepotassistent of nasiener in sy diens.

(2) 'n Werkgewer moet 'n gekwalifiseerde skoonmaker in diens hê voordat hy 'n vlekuihtaler in diens kan neem, en hy moet minstens een gekwalifiseerde skoonmaker in diens hê teenoor elke vier (of minder as vier) vlekuihtalers in sy diens.

(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, fynstopper, skoonmaker, ontvangdepotassistent of nasiener onderskeidelik minstens die loon ontvang wat in klousule 4 (1) vir 'n gekwalifiseerde klerklike werknemer, faktuurklerk, fynstopper, skoonmaker, ontvangdepotassistent of nasiener voorgeskryf word,

respectively may be deemed to be a qualified clerical employee, 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:—

- 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.
- 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 the Trade Union party to this Agreement whose members are involved, may agree upon the terms of any such scheme.
- 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.

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

14. CERTIFICATES OF SERVICE.

An employer shall upon termination of employment of an employee, other than a casual employee, furnish such employee with a Certificate of Service, showing the full names of the employer and employee, classification on engagement, date started work, wage on engagement, date of termination, wage on termination, classification on termination and signature of employer. A copy of each Certificate of Service furnished by an employer, shall be retained by him.

15. LOG BOOKS.

(1) Except in those establishments where times of commencing and finishing work of canvassers, canvasser's assistants, and drivers of motor vehicles are recorded mechanically, an employer shall provide a log book with duplicate folios for the use of each of those employees 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 _____

Date _____ 19____ Signature of employee.

(2) Every canvasser, canvasser's assistant, or 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 SERVICE.

(1) Not less than one week's notice in writing in the case of weekly paid employees nor less than one month's notice in writing in the case of monthly paid employees to take effect from the date such notice is given, shall be given by an employer or employee of intention to terminate a contract of service; provided that this shall not effect—

- the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;

kan hy, na gelang van die geval, as 'n gekwalifiseerde klerklike werknemer, faktuurklerk, fynstopper, skoonmaker, ontvangdepot-assistent of nasienër 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 prestasieloon-skema soos hieronder bepaal:—

- 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 loon-skema toelaatbaar is nie, behalwe in die vorm van 'n prestasieloon-skema waarvan die voorwaardes by ooreenkoms vasgestel is ingevolge klousules (b) en (c) hieronder.
- Enige werkgewer wat 'n prestasieloon-skema 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.
- Die voorwaardes van enige sodanige prestasieloon-skema, 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 opsig, 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 ENIGEMAND 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.

Elke werkgewer moet enige oornakke en/of beskermende klere wat hy sy werknemers mag verplig om te dra, of wat hy deur enige wet of regulasie verplig is om vir sy werknemers te verskaf, gratis verskaf en in 'n goeie toestand hou.

14. DIENSSERTIFIKAAT.

Wanneer die dienskontrak van 'n werknemer eindig, moet die werkgewer, behalwe in die geval van 'n los werknemer, 'n dienssertifikaat aan die werknemer verskaf met vermelding daarin van die volle name van werkgewer en werknemer, klassifikasie by indiensneming, die datum waarop diens aanvaar is, die datum van indiensneming, datum van diensbeëindiging en handtekening van werkgewer. 'n Afskrif van sodanige Dienssertifikaat deur 'n werkgewer verskaf, moet deur hom gehou word.

15. LOGBOEK.

(1) Behalwe in daardie inrigtings waar die tye waarop bestellingwerwers, bestellingwerwersassistent en motorvoertuigdrywers hulle werk begin en voltooi, meganies aangeteken word, moet 'n werkgewer 'n logboek met duplikaatfolio's verskaf vir die gebruik van elkeen van daardie werknemers so na aan die volgende vorm as wat doenlik is:—

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 _____

Datum _____ 19____ Handtekening van werknemer.

(2) Elke bestellingwerwer, bestellingwerwersassistent of motorvoertuigdrywer wat van die logboek gebruik maak is wat in subklousule (1) genoem word, moet, uitgesonderd wanneer siekte of ander onvermydelike omstandighede hom verhinder om dit te doen, die daaglikse logboek vir elke dag se werk in tweevoud en sover doenlik in die voorgeskrewe vorm invul, en moet 'n duplikaat daarvan binne 24 uur nadat die dagtaak waarop dit betrekking het, afgedoen is, aan sy werkgewer afgee.

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

16. DIENSBEEINDIGING.

(1) Minstens een week skriftelike kennisgewing in die geval van weekliks besoldigde werknemers en minstens een maand skriftelike kennisgewing in die geval van maandeliks besoldigde werknemers wat van krag word vanaf die datum van sodanige kennisgewing, moet deur 'n werkgewer of werknemer gegee word wat voornemens is om 'n dienskontrak te beëindig; met dien verstande dat dit nie die volgende nie raak nie:—

- Die reg van 'n werkgewer of werknemer om sonder kennisgewing 'n dienskontrak te beëindig om enige rede wat by wet as genoegsaam erken word;

- (b) any agreement between the employer and employee providing for a period of notice of equal duration on both sides and for longer than one week or month, as the case may be, in which case such longer period of notice shall be given;
- (c) the right of an employer to pay an employee his full wage for and in lieu of the period of notice prescribed in sub-clause (1) hereof or as agreed upon in terms of paragraph (b) above;
- (d) the right of an employee who is put on short-time for a period of not less than one week to terminate his employment without giving notice;

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

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

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

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

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

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

(4) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-clauses (2) and (3) thereof, 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 purposes of this sub-clause any payment which may be due to an employee in terms of sub-clause (3) of clause 7 of this Agreement shall also be regarded as a benefit in the process of accrual.

(5) No period of notice shall run concurrently with, nor shall notice be given during, the employee's absence on annual leave in terms of clause 7, nor whilst he is on sick leave in terms of clause 8, nor whilst he is undergoing peacetime military training under the Defence Act of 1957.

(6) For the purpose of this clause the word "wage" shall have the same meaning as that assigned to it in clause 7 (12).

17. ATTENDANCE AND WAGE RECORDS.

(1) Every employer having ten or more employees shall institute a time clock or semi-automatic time recording system which shall require a card for each employee giving the information as required by the Factories Act, 1941.

(2) Every employer having less than ten employees, shall from day to day, keep an attendance register, in the form required by section nine (2) of the Factories Act, 1941, of the name, occupation and particulars concerning attendance at the employer's establishment in respect of each of his employees, other than canvassers, canvasser's assistants, delivery hands and drivers of motor vehicles.

(3) Every employee referred to in (2), other than canvassers, canvasser's assistants and drivers of motor vehicles shall daily record the required particulars regarding his attendance in the register, and sign the register. In the event of the employees being unable to do so, the employer shall enter the details and sign the register.

(4) Every employer shall at all times keep, in respect of all persons employed by him, in the form prescribed by section fifty-seven of the Act, records of the remuneration paid, of the time worked and other particulars as may be prescribed by regulation.

(5) The records required in terms of sub-clause (4) shall at all times be kept on the premises of the employer.

18. WRITTEN AUTHORITY FOR CANVASSERS AND CONTROL OF VEHICLES.

(1) Any person performing the work of a canvasser, shall, whilst so occupied, carry a written authority (as set out in Annexure A to this Agreement), signed by the Council and the registered employer of the establishment in which the articles canvassed are to be laundered, dry-cleaned or dyed, authorising him to do such work. Such authority shall be produced by the canvasser when required by any duly authorized official of the Council, and shall be returned by the establishment to the Secretary of the Council when the canvasser has terminated his engagement with him.

(b) enige ooreenkoms tussen die werkgever en die werknemer wat voorsiening maak vir 'n tydperk van wedersydse kennisgewing van gelyke duur en vir langer as een week of maand, na gelang van die geval, en in die geval moet sodanige langer kennis tydperk gegee word;

(c) die reg van 'n werkgever om sy werknemer sy volle loon te betaal vir; en in plaas van die kennis tydperk voorgeskryf in subklousule (1) hiervan, of soos ooreengekom ingevolge paragraaf (b) hierbo;

(d) die reg van 'n werknemer wat op korttyd geplaas word vir 'n tydperk van minstens een week om sy diens sonder kennisgewing te beëindig;

met dien verstande dat in die geval van 'n werknemer wat vir minder as twee agtereenvolgende weke by sy werkgever in diens is, een werkdag se kennis gegee kan word om sy dienskontrak te beëindig, en sodanige kennis word van krag vanaf die tyd wat dit gegee is.

(2) (a) 'n Werknemer wat gedurende die loop van enige kennis tydperk wat ingevolge hierdie Wet gegee is, ontslaan, geskors of op korttyd geplaas is, moet volle besoldiging vir sodanige kennis tydperk ontvang.

(b) 'n Werknemer wat gedurende die loop van enige kennis tydperk dros, verbeur aan sy werkgever enige bedrag gelykstaande met die loon wat hy normaalweg sou ontvang het vir die onverstreke kennis tydperk.

(3) (a) In die geval van 'n werkgever of werknemer wat in gebreke bly om die voorgeskrewe kennis te gee moet hy onderseidelik betaal of verbeur—

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

(b) Wanneer 'n ooreenkoms ingevolge subklousule (1) (b) hiervan aangegaan word, is die besoldiging of verbeuring in plaas van kennis gelykstaande met die loon met betrekking tot die kennis tydperk waarop ooreengekom is.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms, indien enige geld verskuldig aan 'n werkgever in die vorm van lone ontoereikend is om die volle verbeurde bedrag volgens subklousules (2) en (3) hiervan te dek, is die werkgever geregtig om sodanige bedrag terug te hou van ander voordele (as daar is) wat besig was om vir sodanige werknemer op te loop ten tye van die beëindiging van sy dienskontrak.

Vir die toepassing van hierdie subklousule word enige betaling wat volgens subklousule (3) van klousule 7 van hierdie Ooreenkoms aan 'n werknemer verskuldig mag wees, ook as 'n voordeel beskou in die ophopingsproses.

(5) Geen kennis tydperk mag saamval met, en die kennisgewing mag nie gegee word gedurende die werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 7, of terwyl hy met siekteverlof is ingevolge klousule (8), of terwyl hy vrede tydse militêre opleiding meemaak ingevolge die Verdedigingswet van 1957 nie.

(6) Vir die toepassing van hierdie klousule het die woord „loon" dieselfde betekenis as wat in klousule 7 (12) daaraan geheg word.

17. PRESENSIE- EN LOONREGISTER.

(1) Elke werkgever wat tien of meer werknemers in sy diens het, moet 'n tyd klok of halfoutomatiese tydrekordstelsel instel wat 'n kaart vir elke werknemer vereis waarop die inligting soos verlang deur die Wet op Fabriek, 1941, verstrekk word.

(2) Elke werkgever wat minder as tien werknemers het, moet van dag tot dag volgens die vorm vereis by artikel nege (2) van die Wet op Fabriek, 1941, 'n presensieregister vir sy inrigting hou met die naam, die werk en die besonderhede van bywoning van elke werknemer, behalwe bestellingwerwers, bestellingwerwers-assistente, aflewerars en motorvoertuigdrywers.

(3) Elke werknemer genoem in (2), uitgesonderd bestellingwerwers, bestellingwerwers-assistent en motorvoertuigdrywers, moet die vereiste besonderhede omtrent sy aanwesigheid in die register aanteken en die register teken. Ingeval die werknemers dit nie kan doen nie, moet die werkgever die besonderhede aanteken en die register teken.

(4) Elke werkgever moet te alle tye ten opsigte van alle persone wat by hom in diens is, volgens die vorm voorgeskryf by artikel sewe-en-veertig van die Wet, rekords hou van die besoldiging betaal, die tyd gewerk en ander besonderhede soos by regulasie voorgeskryf mag word.

(5) Die rekords vereis ooreenkomstig subklousule (4) moet altyd op die werkgever se perseel gehou word.

18. SKRYFTELIKE MAGTIGING VIR BESTELLINGWERWERS EN BEHEER OOR VOERTUIE.

(1) Enige persoon wat die werk van 'n bestellingwerwer verrig, moet, terwyl hy hierdie werk verrig, skriftelike magtiging (soos uiteengesit in Aanhangsel A van hierdie Ooreenkoms) geteken deur die Raad en die geregistreerde werkgever van die inrigting waar die gewerkte artikels gewas, droogskoongemaak of gekleur moet word, waarby opdrag aan hom gegee is om sodanige werk te doen, in sy besit hê. Die bestellingwerwer moet sodanige magtiging toon wanneer dit deur enige behoorlik gemaagtigde amptenaar van die Raad verplig word en die inrigting moet dit aan die Sekretaris van die Raad terugstuur wanneer die bestellingwerwer sy dienste beëindig het.

(2) All vehicles used for the purpose of canvassing, collection and delivery of articles to be, or which have been, laundered, dry-cleaned or dyed, shall be trade vehicles and shall have the full name and address of the establishment wherein such articles are laundered, dry-cleaned or dyed, prominently displayed thereon.

(3) No vehicles referred to in sub-clause (2) shall be permitted to operate on Sundays.

(4) The Secretary may upon payment of a fee of two shillings and sixpence (2s. 6d.) issue a duplicate of any canvasser's card (or other record) if he is satisfied that same has been lost or destroyed.

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 on a form to be obtained from the Council:—

- His full name;
- title of his business and all trade names under which business operates;
- address of head office or where main business is conducted;
- date of commencement of business;
- nature of licences held in respect of each premises where business is conducted;
- whether operating on a five or six-day week;
- hours of commencement and finishing normal day's work;
- number of employees;
- addresses of depots and separate names, if any, under which they are operated;
- the full names, business and residential addresses and trade names of all agents or independent contractors who are customers of or agents to such employer.

(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, and a change from a five or six-day week), 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-clause (1) of this clause, 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 clause, a licence signed by him setting out:—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause, 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 clause.

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 4d. per week.

(2) Alle voertuie wat gebruik word vir die werf van bestellings, die versameling en aflewering van artikels wat gewas, droogskoongemaak of gekleur moet word of gewas, droogskoongemaak en gekleur is, moet handelsvoertuie wees en die volle naam en adres van die inrigting waar sodanige artikels gewas, droogskoongemaak of gekleur, opvallend vertoon.

(3) Geen voertuie in subklousule (2) genoem, word toegelaat om op Sondae te werk nie.

(4) Die Sekretaris mag by betaling van twee sjielings en ses pennies (2s. 6d.) 'n afskrif van enige bestellingwerwerskaart (of rekord) uitreik indien hy tevrede is dat dit verlore geraak het of vernietig is.

19. REGISTRASIE VAN WERKNEMERS.

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

- Sy volle naam.
- Naam van besigheid en alle handelsname waaronder besigheid gedryf word.
- Aanvangsdatum van besigheid.
- Aard van lisensies ten opsigte van elke perseel waar besigheid gevoer word.
- Of daar volgens 'n vyf- of sesdaagse week gewerk word.
- Aanvangs- en sluitingsure van 'n normale dag se werk.
- Getal werknemers.
- Adresse van depots en aparte name, as daar is, waaronder hulle besigheid dryf.
- Die volle name, besigheids- en verblyfadresse en handelsname van alle agente of onafhanklike kontrakteurs wat kliënte van of agente vir sodanige werkgewer is.

(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 verantwoordelikheid moet die volgende besonderhede, benewens dié wat in subklousule (1) vereis word, verskaf word:—

- (a) Die volle name van die direkteure, die volle naam van die persoon wat werklik in beheer van elke tak van die besigheid is.
- (b) Adres van die geregistreerde kantore van die maatskappy.
- (c) Die volle naam van die Sekretaris, as daar een is, van die maatskappy en alle ander ampsdraers van die maatskappy.

(4) Elke werkgewer moet, ingeval van 'n wysiging in enige van die besonderhede wat hy kragtens die bepaling van hierdie klousule (behalwe ten opsigte van die getal werknemers, en 'n verandering van 'n vyfdaagse of sesdaagse week) verplig 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 bepaling 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 skriftelik aan die betrokke persoon 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 bepaling van hierdie klousule verleen word, reik die Sekretaris van die Raad 'n vrystellingsertifikaat uit, deur hom onderteken, met vermelding daarin van:—

- (a) die volle naam van die betrokke persoon;
 - (b) die Ooreenkoms se bepaling waarvan vrystelling verleen word;
 - (c) die voorwaardes volgens die bepaling van subklousule (2) hiervan vasgestel, waarop die vrystelling verleen word; en
 - (d) die tydperk 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 behou van elke vrystellingsertifikaat wat uitgereik is;
 - (c) in die geval van 'n vrystelling wat aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

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

21. FONDSE VAN DIE RAAD.

Voorziening vir die fondse van die Raad, wat by die Raad berus en deur hom geadministreer 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 werkgewer 4d. per week van die lone van sy werknemers aftrek.

- (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.

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.

(3) Should any provision of this Agreement be declared *ultra vires* by any competent Court of Law, the remaining provisions of this Agreement shall remain in force for the unexpired period of this Agreement.

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 in accordance with the provisions of the Act to institute such enquiries and to examine and/or seize such books and/or documents and to interrogate such persons as may be necessary for this purpose; provided that an agent shall give a receipt for any books and/or documents seized.

24. TRADE UNION REPRESENTATIVES.

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

25. EXHIBITION OF AGREEMENT AND NOTICES.

Every employer shall keep, in both official languages, a legible copy of this Agreement and the notices required in terms of section 58 (1) of the Act, in the form prescribed in the regulations under the Act, exhibited in his premises (which shall include receiving depots), in a place readily accessible to his employees. Signed at Durban on behalf of the parties, this 19th day of March, 1959.

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

J. RAMSAY,
Vice-Chairman of the Council.

B. BARNETT,
Secretary of the Council.

ANNEXURE A.

CANVASSER'S CARD.

Name of establishment _____
Address of establishment _____
This permit authorizes:—

to canvass, collect and deliver for above establishment articles to be dry-cleaned, dyed or laundered.
Council's registered No. _____

Year _____ Employer's Signature _____

Date issued _____ Council Signature _____

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

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE LAUNDRY, CLEANING AND 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 twenty-one of the Laundry, Cleaning and Dyeing Agreement as detailed below, for the month of _____

Signature _____
Name of firm _____
Address _____

- (2) Die totale bedrag aldus afgetrek, tesame met 'n bedrag van 4d. per werknemer wat deur die werkgewer bygedra moet word, moet elke maand binne die week na die laaste betaaldag van die kalendermaand binne die week na die laaste betaaldag van die kalendermaand deur laasgenoemde by die Sekretaris van die Raad ingedien word.
- (3) Elke werkgewer 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. VERTOLKING VAN OOREENKOMS.

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

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

(3) Indien enige bepaling van hierdie Ooreenkoms deur enige bevoegde geregshof *ultra vires* verklaar sou word, bly die oorblywende bepalings van hierdie Ooreenkoms, vir die onverstrekte tydperk van hierdie Ooreenkoms van krag.

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 ooreenkomstig die bepalings van die Wet navrae te doen, boeke en/of dokumente te ondersoek en persone te ondervra, soos dit vir hierdie doel nodig mag wees, met die voorbehoud dat 'n agent 'n ontvangsbewys uitreik vir enige boeke en/of dokumente waarop beslag gelê is.

24. VAKVERENIGING SE VERTEENWOORDIGERS OP DIE RAAD.

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

25. VERTONING VAN OOREENKOMS.

Elke werknemer moet 'n leesbare afskrif van hierdie Ooreenkoms en die kennisgewings vereis ingevolge artikel 58 (1) van die Wet, in albei amptelike tale in die vorm wat by regulasie kragtens die Wet voorgeskryf word, op 'n plek (wat ook sy ontvangdepots omvat) in sy inrigting vertoon wat vir sy werknemers maklik toeganklik is.

Namens die partye op hede die 19e dag van Maart 1959, in Durban onderteken.

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

J. RAMSAY,
Ondervoorsitter van die Raad.

B. BARNETT,
Sekretaris van die Raad.

AANHANGSEL A.

BESTELLINGWERWERSKAART.

Naam van inrigting _____
Adres van inrigting _____
Hierdie verlofbrief magtig:—

om vir bogenoemde inrigting artikels te werf, in te samel en af te lewer om droogskoongemaak, gekleur of gewas te word.
Registrasienommer van die Raad _____

Jaar _____ Werkgewer se Handtekening _____

Datum uitgereik _____ Handtekening van die Raad _____

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

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 een-en-twintig van die Ooreenkoms vir die Was-, Skoonmaak- en Kleurnywerheid vir die maand _____ volgens onderstaande besonderhede:—

Handtekening _____
Naam van firma _____
Adres _____

RETURN OF EMPLOYEES.

No.		Date.
	for week ending	
	for week ending	
	for week ending	
	for week ending	
Total No.	employees at 4d. per week	£
Add: Employer's contributions of 4d. per week per employee		£
		£

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

ANNEXURE C.

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

MEDICAL CERTIFICATE.

I certify that I examined _____ employed by _____ on the (state date/s of examinations) _____ and am satisfied, as a result of my examination/s that she/he was suffering from _____ and was/is likely to be incapacitated from work until _____

Signature of Medical Practitioner.

Address.

Date _____

No. 1578.] [2 October 1959.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

LAUNDRY, DRY-CLEANING AND DYEING INDUSTRY, NATAL.

I, JOHANNES DE KLERK, Minister of Labour, 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. 1577 of the 2nd October, 1959, 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.

OPGAWE VAN WERKNEMERS.

No.		Datum.
	vir week geëindig	
	vir week geëindig	
	vir week geëindig	
	vir week geëindig	
	vir week geëindig	
Totale getal	werknemers teen 4d. per week	£
Plus: Bydraes van werkgewers teen 4d. per week per werknemer		£
		£

Moet binne een week na die laaste betaaldag hierbo genoem saam met betaling aan die kantoor van die Raad gestuur word.

AANHANGSEL C.

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

DOKTER SERTIFIKAAT.

Ek sertifiseer dat ek _____ in diens van _____ ondersoek het op die (noem datum/s van ondersoek) _____ en daarvan oortuig was, na aanleiding van my ondersoek/e, dat hy/sy aan _____ gely het en waarskynlik verhinder sou wees om werk toe te gaan tot _____

Handtekening van mediese praktisyn.

Adres.

Datum _____

No. 1578.] [2 Oktober 1959.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

WASSERY-, DROOGSKOONMAAK- EN KLEURNYWERHEID, NATAL.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewings in verband met die Wassery-, Droogskoonmaak en Kleurnywerheid, gepubliseer by Goewermentskennisgewing No. 1577 van 2 Oktober 1959 vir die persone wie se werksure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.



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