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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 270.] [21 Julie 1961.
WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

WASSERY-, DROOGSKOONMAAK- EN KLEUR-
BEDRYF, (TRANSSVAAL).

Namens die Minister van Arbeid, verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Wassery-, Droogskoonmaak- en Kleurbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1963 eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat genoemde ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 30, 33 en 34, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1963 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die munisipale gebied van Johannesburg; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 6 (8), 30, 33 en 34, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1963 eindig, in die munisipale gebied van Johannesburg *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Bedryf by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 270.] [21 July 1961.
INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

LAUNDRY, DRY CLEANING AND DYEING
TRADE (TRANSSVAAL).

On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Dry Cleaning and Dyeing Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st October, 1963, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of those organisations or those unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2, 30, 33 and 34, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st October, 1963, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Trade in the Municipal Area of Johannesburg; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Municipal Area of Johannesburg and from the second Monday after the date of publication of this notice and for the period ending the 31st October, 1963, the provisions of the said Agreement, excluding those contained in clauses 2, 6 (8), 30, 33 and 34, shall *mutatis mutandis* be binding upon all Natives employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

BYLAE.

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

HOOFOOREENKOMS

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

Transvaal Launderers', Cleaners' and Dyers' Association;
en

Johannesburg Dry Cleaners' and Dyers' Association
(hieronder die „werkgewers” of „werkgewersorganisasie”
genoem), aan die een kant, en die
National Union of Laundering, Cleaning and Dyeing Workers
en

Laundry, Cleaning and Dyeing Workers' Union of South Africa
(hieronder die „werknemers” of die „vakverenigings” genoem),
aan die ander kant,

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

1. BESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied van Johannesburg nagekom word deur alle werkgewers wat lede van die werkgewersorganisasies is en die Wassery-, Droogskoonmaak- en Kleurbedryf uitoefen en deur alle werknemers wat lede is van die vakverenigings en in die Bedryf in diens is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en wat 'n loon ontvang van hoogstens R130.00 een honderd-en-dertig rand).

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid vasstel en bly tot en met 31 Oktober 1963 van krag of vir sodanige tydperk as wat hy mag bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet bepaal is, het dieselfde betekenis as in daardie Wet. Vermelding van 'n wet omvat enige wysiging van so 'n wet, en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; verder, tensy onbestaanbaar met die samehang, beteken—

(A) *Algemeen (woordomskrywings op alle afdelings van toepassing).*

„Wet”, die Wet op Nywerheidsversoening, 1956;

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

„basiese loon”, daardie gedeelte van die besoldiging, uitgesonderd lewenskostetoelae en aansporingsbonus kragtens klousule 19 van hierdie Ooreenkoms betaal, wat in kontant aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkdag;

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

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

„bestellingswerwer”, 'n werknemer wat oor minstens een motorvoertuigbestuurder, graad I, toesig hou en wat van 'n motorvoertuig gebruik maak om nuwe of herhaalde bestellings te werf, te vra of te solisiteer vir goedere wat gewas, droogskoongemaak of gekleur moet word en wat goedere wat gewas, droogskoongemaak of gekleur moet word, kan gaan haal en goedere aan kliente kan aflewer en betaling ten opsigte daarvan kan ontvang;

„bestellingwerwer, graad II,”—kyk „afhaler”;

„bestellingwerwer se assistent”, 'n werknemer wat sy werk-gewer of 'n bestellingwerwer of 'n motorvoertuigbestuurder, graad I, vergesel om goedere te laai of af te laai en wat, wanneer hy sodanige bestellingwerwer, werk-gewer of motorvoertuigbestuurder graad I, vergesel, bestellings kan insamel of aflewer op bevel van sodanige bestellingwerwer, werk-gewer of motorvoertuigbestuurder, graad I, maar hy kan nie 'n motorvoertuig bestuur of fakture of ontvangsbewyse vir goedere uitmaak nie;

„los werknemer”, 'n werknemer wat hoogstens twee dae in enige week by dieselfde werk-gewer in diens is;

„onderbaas”, 'n werknemer wat, onder toesig van 'n voorman, voorvrou, skoonmaker of keurder, die beheer het oor 'n groep of afdeling werknemers wie se minimum lone soos voorgeskryf in klousule 4 hoogstens R8.20 is;

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

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

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

SCHEDULE.

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

MAIN AGREEMENT

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

Transvaal Launderers', Cleaners' and Dyers' Association;
and

Johannesburg Dry Cleaners' and Dyers' Association
(hereinafter called the “employers” or “employers’ organisa-
tions”) of the one part and the

National Union of Laundering, Cleaning and Dyeing Workers
and

Laundry, Cleaning and Dyeing Workers' Union of South Africa
(hereinafter called “the employees” or “the trade unions”) of
the other part,
being the parties to the Industrial Council for the Laundry,
Dry Cleaning and Dyeing Trade (Transvaal).

1. SCOPE OF AGREEMENT.

The terms of this Agreement shall be observed in the Municipal Area of Johannesburg by all employers who are members of the employers' organisations and are engaged in the Laundry, Dry Cleaning and Dyeing Trade, and by all employees who are members of the trade unions and are employed in the said trade and for whom minimum wages are prescribed in this Agreement and who are in receipt of a wage not exceeding R130.00 (one hundred and thirty rand) per month.

2. PERIOD OF OPERATION OF AGREEMENT.

The Agreement shall come into operation on such date as may be specified by the Minister of Labour and shall remain in force up to and including the 31st day of October, 1963, or for such period as may be determined by the Minister.

3. DEFINITIONS.

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

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

(A) *General (Definitions Applicable to all Sections).*

“Act” means the Industrial Conciliation Act, 1956;

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

“basic wage” means that portion of remuneration, exclusive of cost of living allowance and incentive bonus paid in terms of clause 19 of this Agreement, payable in money to an employee in respect of his ordinary hours of work;

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

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

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

“cavasser, grade II,”—see “collector”;

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

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

“chargehand” means an employee who, under the supervision of a foreman, forewoman, cleaner or dyer, is in charge of a group or section of employees whose minimum wages as prescribed in clause 4 do not exceed R8.20 per week;

“clerical employee” means an employee other than an invoice clerk or recorder, timekeeper or storeman, engaged in general office work involving writing, typing or other forms of clerical work, and includes a cashier, typist or wage clerk;

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

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

„klerklike werknemer, vroulik, gekwalifiseer,” ’n vroulike klerklike werknemer met minstens twee jaar ondervinding;
 „klerklike werknemer, vroulik, ongekwalifiseer,” ’n vroulike klerklike werknemer met minder as twee jaar ondervinding;
 „afhaler,” ’n werknemer wat te voet of per trapfiets nuwe of herhaalde bestellings ontvang, vra of sollisiteer vir goedere wat gewas, droogskoongemaak of gekleur moet word, en wat goedere aan klante kan aflewer en betaling ten opsigte daarvan kan ontvang, pryse kan vasstel en fakture kan uitreik en ook die werksaamhede van ’n arbeider kan verrig in of in verband met die depot of fabriek waaruit hy gewoonlik werk;

„Raad of Nywerheidsraad”, die Nywerheidsraad vir die Waskery, Droogskoongmaak- en Kleurbedryf (Transvaal), geregistreer ingevolge die Wet op Nywerheidsversoening, 1956;
 „dagloon”, die weeklikse loon van die betrokke werknemer gedeel deur—

- (a) vyf in die geval van ’n werknemer wat gewoonlik ’n vyfdagweek werk;
- (b) vyf en ’n half in die geval van ’n werknemer wat gewoonlik ’n sesdagweek werk;
- (c) sewe in die geval van ’n wag;

„depot”, enige perseel uitgesonderd ’n voertuig, wat gebruik word vir die aanneming of ontvangs van artikels van klante vir was, droogskoongmaak of kleur, of waarin of waaruit gewaste, skoongemaakte of gekleurde artikels deur klante afgehaal word of aan klante terugbesorg word;

„depotassistent”, ’n werknemer wat binne ’n depot een of meer van die volgende werksaamhede verrig:—

- (a) Artikels wat gewas, skoongemaak of gekleur moet word van klante vra, sollisiteer of ontvang, en/of sulke artikels na prosesbehandeling weer aan klante uitreik;
- (b) geld van klante ontvang;
- (c) geld bank;
- (d) die depot se registers byhou;
- (e) oor kollekteerders toesig hou;

„depotbediende, gekwalifiseer,” ’n depotbediende met minstens twaalf maande ondervinding;

„depotassistent, ongekwalifiseer,” ’n depotassistent met minder as twaalf maande ondervinding;

„motorvoertuigbestuurder, graad I,” ’n werknemer wat ’n motorvoertuig bestuur of wat ’n motorvoertuig gebruik vir die afhaal, vra of sollisiteer van nuwe of herhaalde bestellings vir goedere wat gewas, droogskoongemaak of gekleur moet word, en wat goedere aan klante kan aflewer en betaling daarvoor kan ontvang;

„motorvoertuigbestuurder, graad II,” ’n ander werknemer as ’n bestellingwerwer wat ’n motorvoertuig vir een of meer van die volgende doeleindes bestuur:—

- (a) As chauffeur optree;
- (b) goedere tussen ’n fabriek en die depots, afhaalplekke of agente daarvan vervoer;
- (c) voorrade, onderdele of personeel vervoer;
- (d) tappte en/of meubeltoebehorens en/of meubels afhaal en/of aflewer volgens bestellings wat vantevore by die fabriek of depot, bestellingwerwer, afhaler, motorvoertuigbestuurder, graad I, agent of onafhanklike kontraktant geplaas is;
- (e) slegs bestellings aflewer en betaling daarvoor aanneem;
- (f) goedere wat gewas, droogskoongemaak of gekleur moet word by kontrakkante gaan afhaal en/of aflewer.

Vir die toepassing van hierdie klousule beteken „kontrakklante” klante, uitgesonderd kleinhandelklante, wat op kontrak of volgens ooreenkoms groothandelbestellings verskaf om gewas, droogskoongemaak of gekleur te word; en

„n motorvoertuig bestuur”, omvat alle bestuurtydperke en enige tyd wat die bestuurder in verband met die voertuig of vrag deurgebring het en alle tydperke waarin hy verplig is om op sy pos te bly in gereedheid om te bestuur;

„motorvoertuigbestuurder se assistent”, ’n werknemer wat ’n motorvoertuigbestuurder, graad II, of sy werkgever vergesel om goedere te laai of af te laai, maar wat nie ’n voertuig kan bestuur of fakture of ontvangsbewyse vir goedere kan uitmaak nie;

„werknemers nie gespesifiseer nie”—sien klousule 31;

„bedryfsinrigting”, enige perseel waarin, of in verband waarmee, een of meer werknemers in diens is in enige werksaamheid betrokke by die beroepe van Was-, Droogskoongmaak- of Kleur en omvat ’n depot en/of ’n voertuig;

„ondersoeker”, ’n werknemer wat artikels na die voltooiing van die was- of skoonmaak- en die afrondprosesse daarby betrokke, vir foute of vlekke ondersoek;

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

„voorman”, ’n manlike werknemer wat die beheer oor die werknemers in ’n bedryfsinrigting het, kontrole oor sodanige werknemers uitoefen en verantwoordelik daarvoor is dat hulle hul werk doeltreffend verrig;

„vrou”, ’n vroulike werknemer wat die beheer oor die werknemers in ’n bedryfsinrigting het en wat verantwoordelik daarvoor is dat hulle hul werk doeltreffend verrig;

„clerical employee, female, qualified,” means a female clerical employee who has had not less than two years’ experience;
 „clerical employee, female, unqualified,” means a female clerical employee who has had less than two years’ experience;

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

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

„daily wage” means the weekly wage of the employee concerned divided by—

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

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

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

- (a) Inviting, soliciting or receiving from customers articles to be laundered, cleaned or dyed, and/or re-issuing to customers such articles after processing;
- (b) the acceptance of money from customers;
- (c) the banking of moneys;
- (d) the keeping of records of the depot;
- (e) the supervision of collectors;

„depot attendant, qualified,” means a depot attendant who has had not less than twelve months’ experience;

„depot attendant, unqualified,” means a depot attendant who has had less than twelve months’ experience;

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

„driver, grade II,” means an employee other than a canvasser engaged in driving a motor vehicle for one or more of the following purposes:—

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

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

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

„employees not specified”—see clause 31;

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

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

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

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

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

„faktotum”, ’n werknemer, wat onder die toesig van ’n onderhoudman, kleinere reparasies en verstellings aan masjinerie, installasie, geboue of ander uitrusting uitvoer, en wat masjinerie, met inbegrip van bogronde aste, kan olie en smeer, dryfbande kan vervang en bandsmeersel aansit;

„uurloon”, die weekloon van ’n werknemer, gedeel deur—

- (a) ses-en-veertig in die geval van ’n bestellingwerwer, afhaler, ’n motorvoertuigbestuurder (uitgesonderd ’n deeltydse motorvoertuigbestuurder), ’n bestellingwerwer se assistent of ’n motorvoertuigbestuurder se assistent;
- (b) vier-en-tagtig in die geval van wagte;
- (c) vier-en-twintig in die geval van ’n deeltydse depotbediende;
- (d) vier-en-veertig in die geval van alle werknemers, uitgesonderd dié, spesifiek in (a) of (b) en (c) hiervan genoem, en uitgesonderd los werknemers;
- (e) in die geval van los werknemers beteken „uurloon” die dagloon gedeel deur agt;

„aansporingsbonus” of „bonus”—

- (a) in die geval van ’n fabriekwerker, ’n bonus regstreeks in verhouding tot die opbrengs; en
- (b) in die geval van bestellingwerwers, afhalers, motorvoertuigbestuurders, graad I, depotbediendes en deeltydse depotbediendes, ’n kommissie regstreeks in verhouding tot kontantopbrengste;

„faktuurkierk”, ’n werknemer, uitgesonderd ’n bestellingwerwer, afhaler, motorvoertuigbestuurder, graad I, depotbediende en ’n deeltydse depotbediende, wat artikels op die firma se fakture inskryf en van pryse voorsien;

„faktuurkierk, manlik, gekwalifiseer”, ’n manlike faktuurkierk met minstens twaalf maande ondervinding;

„faktuurkierk, manlik, ongekwalifiseer”, ’n manlike faktuurkierk met minder as twaalf maande ondervinding;

„faktuurkierk, vroulik, gekwalifiseer”, ’n vroulike faktuurkierk met minstens twaalf maande ondervinding;

„faktuurkierk, vroulik, ongekwalifiseer”, ’n vroulike faktuurkierk met minder as twaalf maande ondervinding;

„arbeider”, ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

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

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

„hourly wage” means the weekly wage for the employee divided by—

- (a) forty-six in the case of a canvasser, collector, driver of a motor-driven vehicle (other than a part-time driver), a canvasser’s assistant or driver’s assistant;
- (b) eighty-four in the case of watchmen;
- (c) twenty-four in the case of a part-time depot attendant;
- (d) forty-four in the case of all employees other than those specified in (a), (b) and (c) hereof, and other than casual employees;
- (e) in the case of casual employees “hourly wage” shall mean the daily wage divided by eight;

„incentive bonus” or „bonus” means—

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

„invoice clerk” means an employee, other than a canvasser, collector, driver, grade I, depot attendant and part-time depot attendant, engaged in entering up and pricing articles on the firm’s invoices;

„invoice clerk, male, qualified,” means a male invoice clerk who has had not less than twelve months’ experience;

„invoice clerk, male, unqualified,” means a male invoice clerk who has had less than twelve months’ experience;

„invoice clerk, female, qualified,” means a female invoice clerk who has had not less than twelve months’ experience;

„invoice clerk, female, unqualified,” means a female invoice clerk who has had less than twelve months’ experience;

„labourer” means an employee who is engaged in one or more of the following operations:—

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

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

„wet”, ook die gemeenereg;

„masjiënbediener”, ’n werknemer wat een of meer van die volgende masjiëne bedien, met inbegrip van ’n masjiën wat die werk van twee of meer sulke masjiëne verrig, in die wassery- en droogskoonmaakafdelings:—

Wasmasjiëne, uitdraaiers, tuimelaars en tapytwasmasjiëne; in die kleurafdeling: alle masjiëne behalwe persmasjiëne; met dien verstande dat daar van ’n masjiënbediener vereis kan word—

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

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

„heelmaker”, ’n werknemer, uitgesonderd ’n fynstopper of kousheelmaker wat kledingstukke of ander gewefde of gebreide artikels heelmaak;

„militêre opleiding”, enige ononderbroke opleiding wat ’n werknemer verplig is om ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, te ondergaan, maar omvat nie opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

„oortyd”, alle tyd waarin daar langer gewerk word as die daaglikse of weeklikse ure wat in klousule 7 van hierdie Ooreenkoms voorgeskryf word;

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

- 3½ in die geval van ’n werknemer wat gewoonlik ’n sesdaagse week werk;
- 4½ in die geval van ’n werknemer wat gewoonlik ’n vyfdaagse week werk;

en vir die toepassing van hierdie woordskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tydperke waarin daar bestuur word en alle tyd wat die bestuurder terwyl hy in beheer van die voertuig is of aan werk in verband met die voertuig of die vraag bestee; en „voertuig” omvat enige voertuig, ongeag die gewig daarvan;

„deeltydse depotassistent”, ’n depotassistent wat as sodanig by die week in diens is vir hoogstens vier-en-twintig gewone werkure in ’n week;

„gewone naaister”, ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

- Broekomslae vasyg;
- hoedbande vasheg;
- drukknoppe en/of hakies en ogies en/of knoppe vervang;

„ontvangsdepotassistent”—kyk „depotassistent”;

„aantekenaar”, ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

- Hoeveelhede weeg of, tel en aanteken;
- werktydperke en ander besonderhede met betrekking tot produksie aanteken;
- die vordering van die werk deur die fabriek reël en/of aanteken;
- van uitgaande pakette aantekening hou en/of stereotiepvorms, uitgesonderd loonregisters, vir kosteberekening of naslaandoelindes invul;

„korttyd”, ’n tydelike vermindering van die getal gewone werke vir enige werknemer voorgeskryf as gevolg van ’n algemene onklaarraking van installasie of masjinerie of deurdat geboue dreig om in te stort as gevolg van ’n ongeluk of onvoorziene noodgeval, uitgesonderd brand, of weens tydelike slappe in die bedryf of ’n tekort aan grondstowwe;

„magasynman”, ’n werknemer wat magazynaantekeninge hou van die ontvangs, bewaring en uitreiking van verbruikbare voorrade;

„tydopnemer”, ’n werknemer wat ’n handtelefoonsentrale bedien; „tydopnemer”, ’n manlike werknemer wat enige van die aantekeninge hou, genoem in klousule 26 (1) van hierdie Ooreenkoms, maar wat nie die besoldiging van werknemers moet bereken nie;

„Bedryf”—kyk „Wassery-, Droogskoonmaak- en Kleurbedryf”;

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

„law” includes the Common Law;

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

- in the laundry and dry cleaning sections: Washers, extractors, tumblers and carpet shampooing machines;
- in the dyeing section: All machines other than pressing machines;

provided that a machine operator may be required—

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

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

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

„military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training or service for which he volunteers or which he elects to undergo;

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

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

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

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

„part-time depot attendant” means a depot attendant who is employed as such by the week for not more than twenty-four ordinary working hours in any one week;

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

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

„receiving depot attendant”—see „depot attendant”;

„recorder” means an employee engaged in one or more of the following operations:—

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

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

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

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

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

„Trade” see „Laundry, Dry Cleaning and Dyeing Trade”;

"ongespesifiseerde werknemers"—kyk klousule 31;
 "loon of lone", die gekonsolideerde loon in kontant aan 'n werknemer betaalbaar ingevolge kolom III van subklousule (1) van klousule 4 ten opsigte van sy gewone werkeure in klousule 7 voorgeskryf, of sodanige hoër bedrag as wat 'n werkgever gewoonlik aan sy werknemer betaal ten opsigte van sy gewone werkeure, maar uitgesonderd 'n aanspoeringsbonus of kommissie wat ingevolge klousule 19 van hierdie Ooreenkoms aan 'n werknemer betaal of betaalbaar is;
 "wag", 'n werknemer wat die perseel van enige bedryfsinrigting bedags of snags bewaak;

(B) Afdeling droogskoonmakery.

"massasorteerder" 'n werknemer wat prosesbehandelde en ondersoekte artikels volgens die kodemerk van enige ontvangdepot, agent, bestellingwerwer of motorvoertuigbestuurder graad 1 van die werkgever van mekaar skei, maar hy moet nie artikels volgens die klante se identiteitsmerke skei nie;
 "nasiener", 'n werknemer wat prosesbehandelde en versamelde artikels na sortering met die lys van klante of die firma se fakture vergelyk, en/of afskrifte van sodanige lyste of fakture maak, en/of versendlyste opstel;
 "nasiener, gekwalifiseer," 'n nasiener met minstens ses maande ondervinding;
 "nasiener, ongekwalifiseer," 'n nasiener met minder as ses maande ondervinding;
 "skoonmaker", 'n werknemer met kennis van chemikalieë wat by die skoonmaakproses gebruik word, wat leiding gee aan of toesig hou oor die werk van werknemers in die droogskoonmaakafdeling van 'n bedryfsinrigting wat goedere deur middel van spiritus, droogskoonmaak- of natskoonmaakprosesse skoonmaak en wat verantwoordelik is vir die aard van die behandeling wat aangewend moet word om kolle of vlekke uit artikels te verwyder en wat standaardoplossings vir die verwydering van vlekke kan aanmaak, meng of aan vlekuitalers uitreik;
 "droëborselaar", 'n werknemer wat artikels nagaan om merke te vind wat as gevolg van prosesbehandeling ontstaan en wat sodanige merke met 'n droë borsel kan verwyder;
 "afwerker", 'n werknemer wat artikels volgens fatsoen stryk, pers of stoom nadat hulle droogskoongemaak is; 'n afwerker wat 'n persmasjien bedien, kan as bykomstigheid by sy werk, kleinere verstellings aan die masjien wat hy gewoonlik bedien, uitvoer;
 "fynstopper", 'n werknemer wat met die hand of masjien goedere (uitgesonderd sykouse of ander kousstofware) bestaande uit geweepte of gebreide materiaal, deur toepassing van die hermelyn- en/of fyndraad- en/of oorstopprosesse heelmaak of hersel;
 "fynstopper, gekwalifiseer," 'n fynstopper met minstens twaalf maande ondervinding;
 "fynstopper, ongekwalifiseer," 'n fynstopper met minder as twaalf maande ondervinding;
 "merker", 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- Artikels merk met die klant se identiteitsmerk, uitgesonderd deur voorafgemerkte linte of lussies daaraan te heg;
- identiteitsmerke op strokies materiaal of lussies skryf om aan artikels vas te heg;
- sodanige identiteitsmerke met strokies of fakture vergelyk voordat die betrokke artikels prosesbehandeling ontvang; en wat artikels met die oog op foute of vlekke kan ondersoek en sodanige artikels vir prosesbehandeling kan klassifiseer en artikels in massa tel en die totaal daarvan aanteken;

"perser"—sien "afwerker";

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

- Die sorteer en/of versamel van prosesbehandelde artikels volgens die klant se identiteitsmerke en/of lys van klante of die firma se fakture;
- die kontroleer van identiteitsmerke geplaas op artikels; met dien verstande dat dit nie die pligte van 'n nasiener moet omvat nie;

"vlekuitaler", 'n werknemer wat artikels vir uithaal van vlekke uitsoek en/of wat vlekke van artikels uithaal deur middel van standaardoplossings uitgesonderd seep, of 'n seepoplossing of -poeier;

"kousheelmaker", 'n werknemer wat sykouse heelmaak;

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

(C) Afdeling wassery.

"kalendermasjien- of mangelbediener", 'n werknemer wat artikels in of uit 'n kalendermasjien of mangel voer en/of afhaal en/of vou, en wat die masjien kan aan- of afskakel;
 "nasiener", 'n werknemer wat prosesbehandelde artikels met die lyste van klante of firma se fakture vergelyk nadat dit gesorteer en versamel is en/of afskrifte van sodanige lyste of fakture maak;
 "nasiener, gekwalifiseer," 'n nasiener met minstens ses maande ondervinding;
 "nasiener, ongekwalifiseer," 'n nasiener met minder as ses maande ondervinding;

"unspecified employees"—see clause 31;

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

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

(B) Dry Cleaning Section.

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

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

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

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

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

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

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

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

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

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

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

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

"presser"—see "finishing hand";

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

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

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

"stocking mender" means an employee engaged in the mending of silk stockings;

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

(C) Laundry Section.

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

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

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

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

„afwerker”, ’n werknemer, uitgesonderd ’n kalanderhelper, wat goedere stryk of pers wat reeds gewas is of wat kómbere finaal behandel nadat dit gewas of droogskoongemaak is; ’n afwerker wat ’n persmasjien bedien, kan as ’n bykomstigheid by sy werk, kleinere verstellers aan die masjien uitvoer wat hy gewoonlik bedien;

„merker”, ’n werknemer wat goedere vir uitkenning merk en sodanige artikels vir prosesbehandeling kan klassifiseer en artikels in massa tel en die totaal daarvan aanteken;

„perser”—sien „afwerker”;

„sorteerder”, ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

- Die sorteer en/of versamel van prosesbehandelde artikels volgens die klant se identiteitsmerke en/of lys van klante of die fakture van die firma;
- die kontroleer van identiteitsmerke op artikels geplaas; met dien verstande dat dit nie die pligte van ’n nasiener moet omvat nie;

(D) Afdeling kleurdery.

„nasiener” ’n werknemer wat prosesbehandelde artikels nadat dit gesorteer en bymekaargesit is met die lys van klante of die firma se fakture vergelyk en/of afskrifte van sodanige lys te fakture maak en wat prosesbehandelde artikels kan weeg, en gewigte en hoeveelhede daarvan kan aanteken;

„nasiener, gekwalifiseer”, ’n nasiener met minstens ses maande ondervinding;

„nasiener, ongekwalifiseer”, ’n nasiener met minder as ses maande ondervinding;

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

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

„naaister”, ’n werknemer wat ’n naaimasjien bedien vir die doel om lengtes materiaal ter voorbereiding vir die kleurproses aanmekeer te heg.

4. LONE.

(1) Behoudens die bepalings van subklousule (7) van hierdie klousule is die minimum besoldiging, wat die basiese lone verstrekk in kolom I en die lewenskostoelaes verstrekk in kolom II hieronder insluit, wat ’n werkgewer weekliks aan elke lid van ondergenoemde klasse werknemers moet betaal, minstens dié aangedui in kolom III hieronder (hierin die gekonsolideerde minimum lone genoem) en sodanige werknemers moet nie minder aanneem as die lone in genoemde kolom III verstrekk nie, met dien verstande dat indien die toelaes betaalbaar ingevolge Loonmaatreël No. 43 van 1942, soos gewysig, te eniger tyd verhoog word tot ’n bedrag hoër as dié in genoemde kolom II aangedui, enige sodanige verhoging bygetel moet word by die lewenskostoelaes verstrekk in kolom II en die gekonsolideerde minimum lone verstrekk in kolom III.

(A) Algemene Afdeling. (Kategorieë op alle Afdelings van toepassing.)

	Kolom I, Basiese lone.	Kolom II, Lewenskos- tetoelaes.	Kolom III, Gekonsolideerde minimum lone.
	R c	R c	R c
1. Ketelbediener.....	4 60	2 65	7 25
2. Uitroeper.....	4 70	2 50	7 20
3. Bestellingwerwer.....	15 00	6 80	21 80
Bestellingwerwer, Graad II —kyk Afhaler.			
4. Bestellingwerwer se assistent	4 25	2 75	7 00
* Loswerknemers—kyk Klousule 4 (3) en 4 (7).			
5. Onderbaas: Minstens R1.65 per week bo die gekonsolideerde minimum loon vir die hoogs-betaalde klas werknemer in die groep of afdeling waarvan hy in bevel is.			
6. Klerklike werknemer, manlik:—			
Eerste jaar ondervinding...	6 75	3 35	10 10
Tweede jaar ondervinding...	7 75	4 00	11 75
Derde jaar ondervinding...	8 95	4 40	13 35
Daarna.....	12 70	6 10	18 80
7. Klerklike werknemer, vroulik:—			
Eerste jaar ondervinding...	6 00	3 40	9 40
Tweede jaar ondervinding...	6 75	3 40	10 15
Daarna.....	8 30	4 70	13 00
8. Afhaler.....	4 50	2 50	7 00

’n Afhaler moet ook ’n kommissie van vyf sent betaal word op elke een rand se waarde aan bestellings vir was, droogskoonmaak of kleur bokant R25.00 wat hy in enige

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

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

„presser”—see “finishing hand”;

„sorter” means an employee engaged in one or more of the following operations:—

- The sorting and/or assembling of processed articles according to customers’ identification marks and/or customers’ lists of firm’s invoices;
- the verification of identification marks placed on articles, provided that this shall not include the duties of a checker;

(D) Dyeing Section.

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

„checker, qualified,” means a checker who has had not less than six months’ experience;

„checker, unqualified,” means a checker who has had less than six months’ experience;

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

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

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

4. WAGES.

(1) Subject to the provisions of sub-clause (7) of this clause, the minimum remuneration, which includes the basic wages reflected in column I and the cost of living allowances reflected in column II hereunder, which an employer shall pay per week to each member of the under-mentioned classes of employees, shall be not less than that shown in column III hereunder (herein referred to as the consolidated minimum wages) and such employees shall not accept less than the wages shown in the said column III, provided that if at any time the allowances payable in terms of War Measure No. 43 of 1942, as amended, are increased to a rate above that shown in the said column II, any such increase shall be added to the cost of living allowances shown in column II and the consolidated minimum wages shown in column III.

(A) General Section. (Categories Applicable to all Sections.)

	Column I, Basic Wages.	Column II, Cost of Living Allowances.	Column III, Consolidated Minimum Wages.
	R c	R c	R c
1. Boiler Attendant.....	4 60	2 65	7 25
2. Caller Out.....	4 70	2 50	7 20
3. Canvasser.....	15 00	6 80	21 80
* Canvasser, Grade II—see Collector.			
4. Canvasser’s Assistant.....	4 25	2 75	7 00
* Casual Employees—see Clauses 4 (3) and 4 (7).			
5. Charge Hand: Not less than R1.65 per week above the consolidated minimum wage for the highest paid class of employee in the group or section of which he is in charge.			
6. Clerical employee, Male:—			
First year of experience....	6 75	3 35	10 10
Second year of experience...	7 75	4 00	11 75
Third year of experience...	8 95	4 40	13 35
Thereafter.....	12 70	6 10	18 80
7. Clerical employee, Female:—			
First year of experience....	6 00	3 40	9 40
Second year of experience...	6 75	3 40	10 15
Thereafter.....	8 30	4 70	13 00
8. Collector.....	4 50	2 50	7 00

In addition, a collector shall be paid a commission of five cents on each one Rand’s worth of orders for laundry, dry-cleaning or dyeing in excess of R25.00 brought in by him

	Kolom I, basiese lone.	Kolom II, lewenskos- tetoelaes.	Kolom III, Gekonsolideerde minimum lone.
	R c	R c	R c
enkele week inbring, wat bereken moet word op die basis van die pryse werklik deur die klante betaal, ongeag die feit of hy persoonlik sodanige bestellings gesollesiteer of gevra het of nie.			
9. Depotassistent:—			
Eerste ses maande onder- vinding.....	6 00	2 75	8 75
Tweede ses maande onder- vinding.....	6 75	3 35	10 10
Daarna.....	8 25	5 25	13 50
10. Motorvoertuigbestuurder, Graad I:—			
Eiegewig van voertuig be- stuur—			
tot en met 1,000 lb...	10 00	5 20	15 20
oor 1,000 lb.....	12 00	5 65	17 65
11. Motorvoertuigbestuurder, Graad II:—			
Eiegewig van voertuig be- stuur—			
tot en met 1,000 lb...	6 00	3 00	9 00
oor 1,000 lb.—tot en met 6,000 lb.....	8 70	4 55	13 25
oor 6,000 lb.....	10 00	4 80	14 80
12. Motorvoertuigbestuurder se assistent.....	4 25	2 75	7 00
* Werknemers nie gespesifiseer nie—kyk <i>Klousule</i> 31 (3).			
13. Ondersoeker:—			
Eerste drie maande onder- vinding.....	4 20	2 80	7 00
Daarna.....	5 20	3 00	8 20
14. Voorman.....	15 00	6 80	21 80
15. Voorvrou.....	10 50	5 20	15 70
16. Faktotum.....	5 80	3 20	9 00
17. Faktuurklerk (manlik):—			
Eerste ses maande onder- vinding.....	6 80	3 35	10 15
Tweede ses maande onder- vinding.....	8 60	4 80	13 40
Daarna.....	10 40	5 60	16 00
18. Faktuurklerk (vroulik):—			
Eerste ses maande onder- vinding.....	5 95	3 35	9 30
Tweede ses maande onder- vinding.....	6 75	3 35	10 10
Daarna.....	7 60	4 40	12 00
19. Arbeider.....	4 20	2 80	7 00
20. Onderhoudman.....	17 25	6 80	24 05
21. Heelmaker.....	5 25	3 25	8 50
[Kyk ook <i>Fynstopper</i> (B) 6 en <i>Kousheelmaker</i> (B) 11.]			
22. Deelydse depotassistent.....	5 25	3 25	8 50
23. Deelydse motorvoertuigbe- stuurder.....	6 90	3 35	10 25
Met dien verstande dat indien die gekonsolideerde minimum loon in hierdie subklousule voorgeskrif en wat betrekking het op die gewone pligte van die betrokke werknemer hoër as R10.25 is, sodanige hoër loon betaal moet word [kyk ook <i>Klousule</i> 4 (5) (d).]			
24. Gewone naaister.....	4 50	2 50	7 00
[Kyk ook <i>naaister</i> (D) 5.]			
* Ontvangsdepotassistent— kyk <i>depotassistent</i> .			
25. Aantekenaar:—			
Eerste ses maande onder- vinding.....	5 00	2 25	7 25
Tweede ses maande onder- vinding.....	6 00	2 75	8 75
Daarna.....	6 75	3 50	10 25
26. Magasynman:—			
Eerste jaar ondervinding...	6 75	3 35	10 10
Tweede jaar ondervinding...	7 75	4 00	11 75
Daarna.....	12 70	6 10	18 80
27. Telefonis, manlik.....	12 70	6 10	18 80
28. Telefonis, vroulik.....	8 30	4 70	13 00

	Column I, Basic Wages.	Column II, Cost of Living Allow- ances.	Column III, Consoli- dated Minimum Wages.
	R c	R c	R c
during any one week, which shall be calculated on the basis of the prices actually paid by the customers, irrespective of whether or not he personally solicited or invited such orders.			
9. Depot Attendant:—			
First six months of expe- rience.....	6 00	2 75	8 75
Second six months of expe- rience.....	6 75	3 35	10 10
Thereafter.....	8 25	5 25	13 50
10. Driver, Grade I:—			
Tare of vehicle driven— up to and including 1,000 lb.....	10 00	5 20	15 20
over 1,000 lb.....	12 00	5 65	17 65
11. Driver, Grade II:—			
Tare of vehicle driven— up to and including 1,000 lb.....	6 00	3 00	9 00
over 1,000 lb.—up to and including 6,000 lb.....	8 70	4 55	13 25
over 6,000 lb.....	10 00	4 80	14 80
12. Driver's Assistant.....	4 25	2 75	7 00
* Employees not specified—see <i>Clause</i> 31 (3).			
13. Examiner:—			
First three months of ex- perience.....	4 20	2 80	7 00
Thereafter.....	5 20	3 00	8 20
14. Foreman.....	15 00	6 80	21 80
15. Forewoman.....	10 50	5 20	15 70
16. Handyman.....	5 80	3 20	9 00
17. Invoice Clerk, Male:—			
First six months of ex- perience.....	6 80	3 35	10 15
Second six months of ex- perience.....	8 60	4 80	13 40
Thereafter.....	10 40	5 60	16 00
18. Invoice Clerk, Female:—			
First six months of ex- perience.....	5 95	3 35	9 30
Second six months of ex- perience.....	6 75	3 35	10 10
Thereafter.....	7 60	4 40	12 00
19. Labourer.....	4 20	2 80	7 00
20. Maintenance Man.....	17 25	6 80	24 05
21. Mender.....	5 25	3 25	8 50
[See also <i>Invisible Mender</i> (B) 6 and <i>Stocking Mender</i> (B) 11.]			
22. Part-time Depot Attendant...	5 25	3 25	8 50
23. Part-time Driver.....	6 90	3 35	10 25
Provided that if the consoli- dated minimum wage pre- scribed in this sub-clause relating to the ordinary duties of the employee concerned is more than R10.25, such higher wage shall be paid [see also <i>Clause</i> 4 (5) (d)].			
24. Plain Sewer.....	4 50	2 50	7 00
[See also <i>Sewer</i> (D) 5.]			
* Receiving Depot Attendant —see <i>Depot Attendant</i> .			
25. Recorder:—			
First six months of ex- perience.....	5 00	2 25	7 25
Second six months of ex- perience.....	6 00	2 75	8 75
Thereafter.....	6 75	3 50	10 25
26. Storeman:—			
First year of experience....	6 75	3 35	10 10
Second year of experience..	7 75	4 00	11 75
Thereafter.....	12 70	6 10	18 80
27. Telephone Operator, Male....	12 70	6 10	18 80
28. Telephone Operator, Female..	8 30	4 70	13 00

	Kolom I, basiese lone.	Kolom II, lewenskos- tetoelaeas.	Kolom III, Gekonso- lideerde minimum lone.
	R c	R c	R c
29. Tydopnemer:—			
Eerste jaar ondervinding...	6 75	3 35	10 10
Tweede jaar ondervinding..	7 75	4 00	11 75
Daarna.....	11 55	5 65	17 20
* Ongespesifiseerde werk- nemers—kyk Klousule 31 (3).			
30. Wag.....	4 85	2 25	7 10
(B) Afdeling droogskoonmakery.			
1. Massasorteerder.....	4 20	2 80	7 00
[Kyk ook Sorteerd (B) 9.]			
2. Nasiener:—			
Eerste ses maande onder- vinding.....	5 40	2 60	8 00
Daarna.....	6 75	3 50	10 25
3. Skoonmaker.....	16 00	6 80	22 80
[Kyk ook Natskoonmaker (B) 12.]			
4. Droëborselaar.....	4 20	2 80	7 00
5. Afwerker.....	4 80	2 95	7 75
6. Fynstopper:—			
Eerste ses maande onder- vinding.....	6 00	2 75	8 75
Tweede ses maande onder- vinding.....	6 80	3 55	10 35
Daarna.....	8 15	4 85	13 00
[Kyk ook Heelmaker (A) 21 en Kousheelmaker (B) 11.]			
7. Masjienbediener.....	4 20	2 80	7 00
8. Merker:—			
Eerste drie maande onder- vinding.....	4 20	2 80	7 00
Daarna.....	5 20	3 00	8 20
* Perser (kyk afwerker).			
9. Sorteerd:—			
Eerste drie maande onder- vinding.....	4 20	2 80	7 00
Daarna.....	5 20	3 00	8 20
[Kyk ook massasorteerder (B) 1.]			
10. Vlekuithaier:—			
Eerste drie maande onder- vinding.....	4 20	2 80	7 00
Daarna.....	5 20	3 00	8 20
11. Kousheelmaker:—			
Eerste ses maande onder- vinding.....	5 20	2 80	8 00
Tweede ses maande onder- vinding.....	6 25	3 30	9 55
Daarna.....	7 60	4 40	12 00
[Kyk ook heelmaker (A) 21 en fynstopper (B) 6.]			
12. Natskoonmaker of waterbor- selaar.....	4 20	2 80	7 00
[Kyk ook skoonmaker (B) 3.]			
(C) Afdeling wassery.			
1. Kalandermasjien- of mangel- bediener.....	4 20	2 80	7 00
[Kyk ook masjienbediener (C) 4.]			
2. Nasiener:—			
Eerste ses maande onder- vinding.....	5 20	2 80	8 00
Daarna.....	6 75	3 50	10 25
3. Afwerker.....	4 20	2 80	7 00
4. Masjienbediener.....	4 20	2 80	7 00
[Kyk ook kalandermasjien- bediener (C) 1.]			
5. Merker.....	4 75	2 75	7 50
* Perser—kyk afwerker.			
6. Sorteerd.....	4 75	2 75	7 50
(D) Afdeling kleurdery.			
1. Nasiener:—			
Eerste ses maande onder- vinding.....	5 20	2 80	8 00
Daarna.....	6 75	3 50	10 25
2. Kleurder.....	16 00	6 80	22 80
3. Masjienbediener.....	4 20	2 80	7 00
4. Merker.....	4 75	2 75	7 50
5. Naaister.....	4 20	2 80	7 00
[Kyk ook gewone naaister (A) 24.]			

	Column I, Basic Wages.	Column II, Cost of Living Allow- ances.	Column III, Consoli- dated Minimum Wages.
	R c	R c	R c
29. Timekeeper:—			
First year of experience....	6 75	3 35	10 10
Second year of experience...	7 75	4 00	11 75
Thereafter.....	11 55	5 65	17 20
* Unspecified Employees—see Clause 31 (3).			
30. Watchman.....	4 85	2 25	7 10
(B) Dry Cleaning Section.			
1. Bulk Sorter.....	4 20	2 80	7 00
[See also Sorter (B) 9.]			
2. Checker:—			
First six months of ex- perience.....	5 40	2 60	8 00
Thereafter.....	6 75	3 50	10 25
3. Cleaner.....	16 00	6 80	22 80
[See also Wet Cleaner (B) 12]			
4. Dry Brusher.....	4 20	2 80	7 00
5. Finishing Hand.....	4 80	2 95	7 75
6. Invisible Mender:—			
First six months of ex- perience.....	6 00	2 75	8 75
Second six months of ex- perience.....	6 80	3 55	10 35
Thereafter.....	8 15	4 85	13 00
[See also Mender (A) 21 and Stocking Mender (B) 11.]			
7. Machine Operator.....	4 20	2 80	7 00
8. Marker:—			
First three months of ex- perience.....	4 20	2 80	7 00
Thereafter.....	5 20	3 00	8 20
* Presser—see Finishing Hand.			
9. Sorter:—			
First three months of ex- perience.....	4 20	2 80	7 00
Thereafter.....	5 20	3 00	8 20
[See also Bulk Sorter (B) 1.]			
10. Spotter:—			
First three months of ex- perience.....	4 20	2 80	7 00
Thereafter.....	5 20	3 00	8 20
11. Stocking Mender:—			
First six months of ex- perience.....	5 20	2 80	8 00
Second six months of ex- perience.....	6 25	3 30	9 55
Thereafter.....	7 60	4 40	12 00
[See also Mender (A) 21 and Invisible Mender (B) 6.]			
12. Wet Cleaner or Water Brusher [See also Cleaner (B) 3.]	4 20	2 80	7 00
(C) Laundry Section.			
1. Calender Machine or Mangle Operator.....	4 20	2 80	7 00
[See also Machine Operator (C) 4.]			
2. Checker:—			
First six months of ex- perience.....	5 20	2 80	8 00
Thereafter.....	6 75	3 50	10 25
3. Finishing Hand.....	4 20	2 80	7 00
4. Machine Operator.....	4 20	2 80	7 00
[See also Calender Machine Operator (C) 1.]			
5. Marker.....	4 75	2 75	7 50
* Presser—see Finishing Hand.			
6. Sorter.....	4 75	2 75	7 50
(D) Dyeing Section.			
1. Checker:—			
First six months of ex- perience.....	5 20	2 80	8 00
Thereafter.....	6 75	3 50	10 25
2. Dyer.....	16 00	6 80	22 80
3. Machine Operator.....	4 20	2 80	7 00
4. Marker.....	4 75	2 75	7 50
5. Sewer.....	4 20	2 80	7 00
[See also Plain Sewer (A) 24.]			

(2) *Muandeliks besoldigde werknemer.*—Die minimum loon verskuldig aan 'n muandeliks besoldigde werknemer moet bereken word teen vier en 'n derde maal die weekloon aan hom verskuldig ingevolge hierdie Ooreenkoms.

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

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

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

(a) waar 'n werknemer vir enige tydperk op een of meer dae per week, werk van 'n ander klas verrig waarvoor 'n hoër gekonsolideerde minimum loon as dié van sy eie klas in subklousule (1) van hierdie klousule voorgeskryf word, vir 'n tydperk van minstens altesaam tien weke binne 'n tydperk van ses agtereenvolgende maande of korter, moet hy na die afloop van sodanige tien weke vir die hele week waartydens hy enige werk in sodanige hoër besoldigde klas verrig het en vir enige oortydwerk wat hy gedurende sodanige week verrig het, 'n loon betaal word, bereken teen die hoër skaal van gekonsolideerde minimum lone vir sodanige hoër besoldigde werk in subklousule (1) van hierdie klousule voorgeskryf;

(b) die bepalinge van subparagraaf (a) egter nie van toepassing is nie indien daar na voltooiing van genoemde tien weke nie ingevolge hierdie subklousule vereis was dat die hoër gekonsolideerde minimum loon vir 'n tydperk van minstens vier agtereenvolgende weke betaal moes word nie;

(c) die gekonsolideerde minimum loon wat in hierdie subklousule vermeld word, sodanige hoër bedrag omvat as wat 'n werkgever gereeld aan 'n werknemer betaal ten opsigte van sy gewone werke, uitgesonderd enige aanspooringsbonus of kommissie wat aan sodanige werknemer ingevolge klousule 19 van hierdie Ooreenkoms betaal of betaalbaar is;

(d) wanneer daar van 'n deeltydse motorvoertuigbestuurder vereis word of hy toegelaat word om 'n motorvoertuig vir langer as altesaam 22 uur in 'n week of vir langer as altesaam die volgende ure op 'n dag te bestuur, nl.:—

(i) 3½ in die geval van 'n werknemer wat gewoonlik 'n sesdaagse week werk;

(ii) 4½ in die geval van 'n werknemer wat gewoonlik 'n vyfdaagse week werk;

moet hy vir die volle sodanige week of dag (na gelang van die geval) en vir enige oortyd gedurende sodanige week of op sodanige dag gewerk (na gelang van die geval) minstens die gekonsolideerde minimum loon betaal word, voorgeskryf vir 'n voltydse motorvoertuigbestuurder, graad II, wat 'n motorvoertuig bestuur met dieselfde gewig as dié deur sodanige deeltydse motorvoertuigbestuurder bestuur. [Kyk ook item (A) 23 van loonskaal.]

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

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

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

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

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

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

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

(a) where an employee performs, for any period on one or more days per week, work of another class for which a higher consolidated minimum wage than that of his own class is prescribed in sub-clause (1) of this clause for a period of not less than ten weeks in the aggregate within a period of six consecutive months, or less, he shall, after the completion of such ten weeks, be paid in respect of the whole week during which he performed any work in such higher paid class and in respect of any overtime which he performed during such week, wages calculated at the higher rate of consolidated minimum wages prescribed for such higher paid work in sub-clause (1) of this clause;

(b) the provisions of sub-paragraph (a) shall not apply, however, if after the completion of the aforesaid ten weeks the higher consolidated minimum wage was not required to be paid in terms of this sub-clause for a period of at least four consecutive weeks;

(c) the consolidated minimum wage referred to in this sub-clause includes such higher amount as an employer regularly pays to an employee in respect of his ordinary hours of work excluding any incentive bonus or commission paid or payable to such employee in terms of clause 19 of this Agreement;

(d) whenever a part-time driver is required or permitted to drive a motor vehicle for more than 22 hours in the aggregate in any week or for more than the following hours in the aggregate on any day:—

(i) 3½ in the case of an employee normally engaged in a six-day week;

(ii) 4½ in the case of an employee normally engaged in a five-day week;

he shall in respect of the whole of such week or day (as the case may be) and in respect of any overtime worked during such week or on such day (as the case may be) be paid not less than the consolidated minimum wage prescribed for a full-time driver, grade II, driving a motor vehicle of the same weight as that driven by such part-time driver [See also item (A) 23 of wage scale.]

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

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

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

5. BETALING VAN BESOLDIGING.

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

- (a) tydens die werkure;
- (b) wekeliks, op Vrydag of Saterdag, na gelang van die gewone betaaldag van die bedryfsinrigting;
- (c) in 'n verseelde koevert of ander geskikte houer;
- (d) vergesel van 'n staat, wat deur die werknemer bewaar moet word, in die vorm van Aanhangsel A van hierdie Ooreenkoms, of duidelik op die houer gedruk of daarin ingesluit;

met dien verstande dat subklousule (1) (b) hiervan nie van toepassing is op los werknemers, wat op die dag betaal moet word waarop hul diens eindig nie, en ook nie op werknemers wat met hul werkgevers skriftelik ooreengekom het om maandeliks betaal te word nie, en wat dan op die laaste dag van elke maand betaal moet word. Voorts met dien verstande dat indien 'n werknemer se diens op enige ander dag as die gewone betaaldag van die bedryfsinrigting eindig, hy op die dag waarop sy diens aldus eindig, betaal moet word; voorts met dien verstande dat wanneer 'n werknemer op korttyd is, hy betaal moet word voordat hy klaar vir die week werk; voorts met dien verstande dat indien die gewone betaaldag van die bedryfsinrigting om enige rede nie 'n werkdag is nie, soos bv. 'n openbare vakansiedag op 'n Vrydag of Saterdag: Die betrokke werknemers hulle lone en ander gelde aan hulle verskuldig op die laaste werkdag van dié besondere week betaal moet word.

(2) (a) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, kan die betaling van kommissie aan 'n afhaleer ooreenkomstig sub-klousule (4) (1) apart van sy ander besoldiging geskied.

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

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

- (i) Aanwysing van die bedryfsinrigting;
- (ii) naam van die betrokke werknemer;
- (iii) kommissieskaal;
- (iv) die totale waarde van bestellings wat hy elke week in die onderhawige tydperk verkry, tesame met die datum van die laaste dag in elke sodanige week;
- (v) die bedrag wat ten opsigte van elke week van die onderhawige tydperk aan kommissie betaalbaar was;
- (vi) 'n staat van enige bestellings wat kragtens die eerste voorbehoud hiervan hangende is;

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

6. AFTREKKINGS.

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

- (1) behalwe waar anders in hierdie Ooreenkoms bepaal word, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op bevel of versoek van sy werkgever, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die loon wat sodanige werknemer ontvang het ten opsigte van sy gewone werkure ten tyde van die afwesigheid, gemaak kan word;
- (2) met die skriftelike toestemming van 'n werknemer, 'n aftrekking vir 'n bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het vir die huur van 'n huis of verblyf in 'n hostel waar sodanige werknemer inwoon in 'n lokasie of dorpsgebied onder die beheer van sodanige raad of plaaslike bestuur, gemaak kan word;
- (3) wanneer die gewone werkure in klousule 7 voorgeskryf, verminder word weens die werk van korttyd, 'n *pro rata*-bedrag vir die werklike tyd wat verlore gegaan het, afgetrek kan word; met dien verstande dat sodanige aftrekking nie een derde van die weekloon van sodanige werknemer te bowe mag gaan nie, ongeag die getal ure waarmee die gewone werkure aldus verminder word; en voorts met dien verstande dat geen aftrekkings gemaak moet word—

- (a) in die geval van korttyd wat ontstaan weens 'n slapte in die bedryf of 'n tekort aan grondstowwe nie, tensy die werkgever voor of op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verkort;

5. PAYMENT OF REMUNERATION.

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

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

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

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

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

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

- (i) identification of establishment;
- (ii) name of employee concerned;
- (iii) rate of commission;
- (iv) the total value of orders brought in by him during each week in the relevant period, together with the date of the last day in each such week;
- (v) the amount of the commission payable in respect of each week of the relevant period;
- (vi) a statement of any orders held in suspense in terms of the first proviso hereto;

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

6. DEDUCTIONS.

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

- (1) except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving at the time thereof in respect of his ordinary hours of work, may be made;
- (2) with the written consent of an employee, a deduction for any amount paid by an employer to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or township under the control of such council or other local authority, may be made;
- (3) whenever the ordinary hours of work prescribed in clause 7 are reduced on account of short-time, a *pro rata* amount for the actual time lost may be deducted; provided that such deduction shall not exceed one-third of the weekly wage of such employee, irrespective of the number of hours by which the ordinary hours of work are thus reduced; and provided further that no deduction shall be made—

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

- (b) in die geval van korttyd weens enige ander rede, ten opsigte van die eerste uur waarin daar nie gewerk is nie, tensy die werkgewer op die vorige dag sy werknemer in kennis gestel het dat daar geen werk beskikbaar sal wees nie;
- (4) met die skriftelike toestemming van die werknemers, aftrekkings gemaak kan word deur 'n werkgewer vir vakansie-, versekerings-, voorsorgs- of pensioenfondse, of vir brille of vir kunstande of ander tandhekkundige werk waarvoor geen voorsiening andersins gemaak is nie;
- (5) bydraes tot die Nywerheidsraad ooreenkomstig klousule 27 van hierdie Ooreenkoms afgetrek moet word;
- (6) bydraes tot en alle spesiale aftrekkings ten behoeve van die Bystandfonds van die Bedryf afgetrek moet word kragtens die bepalings van enige aanvullingsooreenkoms, wat bindend verklaar kan word ingevolge die Wet vir die doel -om sodanige Siektebystandfonds te laat voortbestaan;
- (7) enige bedrag wat 'n werkgewer kragtens enige wet of enige bevel van enige bevoegde hof vereis word om af te trek, afgetrek kan word; met dien verstande dat indien 'n werknemer toestem of indien daar ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om etes of huisvesting van sy werkgewer aan te neem, die aftrekkings nie die onderstaande gespesifiseerde bedrae mag oorskry nie:—

	Per week.	Per maand.
	R c	R c
Etes.....	0 49	1 73
Huisvesting.....	0 20	0 87
Etes en huisvesting.....	0 60	2 60

- (8) met die skriftelike toestemming van die werknemer, aftrekkings vir ledegeld van vakverenigings gedoen kan word.

7. GEWONE WERKURE.

- (1) Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer of 'n wag, mag nie onderstaande oorskry nie—

- (a) in die geval van 'n werknemer, uitgesonderd 'n bestellingwerwer, afhaler, 'n motorvoertuigbestuurder, 'n bestellingwerwer se assistent, motorvoertuigbestuurder se assistent of 'n deeltydse depotassistent—
- (i) vier-en-veertig uur in enige week van Maandag tot en met Saterdag;
- (ii) behoudens subparagraaf (i) hiervan, 8½ uur per dag in enige bedryfsinrigting wat gewoonlik van Maandag tot en met Saterdag werk en waarin 'n weeklikse halwe vakansiedag toegestaan word;
- (iii) behoudens subparagraaf (i) hiervan, 9½ uur per dag in enige bedryfsinrigting wat gewoonlik van Maandag tot en met Vrydag werk.

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

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

- (i) ses-en-veertig uur in enige week van Maandag tot en met Saterdag;
- (ii) behoudens subparagraaf (i) hiervan, tien uur op enige dag;

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

- (i) vier-en-twintig uur in enige week van Maandag tot en met Saterdag;
- (ii) vier uur per dag in die geval van 'n werknemer wat 'n sesdagweek werk of, behoudens subparagraaf (i) hiervan, vyf uur per dag in die geval van 'n werknemer wat 'n vyfdagweek werk.

- (2) Die gewone werkure van 'n los werknemer mag nie agt op enige dag oorskry nie.

- (3) Die gewone werkure van 'n deeltydse motorvoertuigbestuurder mag nie die volgende te bowe gaan nie:—

- (a) Vier-en-veertig in 'n week, met inbegrip van die werk wat verrig word met betrekking tot sodanige werknemer se gewone pligte (d.w.s. ander werk as die bestuur van 'n motorvoertuig), en altesaam 22 in 'n week ten opsigte van slegs sy bestuurspligte;
- (b) behoudens paragraaf (a) van hierdie paragraaf en ten opsigte van slegs sy bestuurspligte, altesaam 3½ uur op 'n dag in die geval van 'n werknemer wat gewoonlik 'n sesdaagse week werk, en altesaam 4½ uur op 'n dag in die geval van 'n werknemer wat gewoonlik 'n vyfdaagse week werk; en
- (c) behoudens paragraaf (a) van hierdie paragraaf en met inbegrip van die werk wat verrig is met betrekking tot sodanige werknemer se gewone pligte, 8½ uur per dag in die geval van 'n werknemer wat gewoonlik van Maandag tot en met Saterdag werk en aan wie 'n weeklikse halwe vakansiedag toegestaan word, en 9½ uur per dag in die geval van 'n werknemer wat gewoonlik van Maandag tot en met Vrydag werk.

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

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

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

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

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

	Per Week.	Per Month.
	R c	R c
Board.....	0 40	1 73
Lodging.....	0 20	0 87
Board and Lodging.....	0 60	2 60

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

7. ORDINARY HOURS OF WORK.

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

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

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

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

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

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

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

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

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

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

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

- (b) subject to paragraph (a) hereof and in respect of his driving duties only, 3½ hours in the aggregate on any day in the case of an employee normally engaged in a six-day week, and 4½ hours in the aggregate on any day in the case of an employee normally engaged in a five-day week; and

- (c) subject to paragraph (a) hereof and inclusive of the work performed in relation to such employee's ordinary duties, 8½ hours per day in the case of an employee who normally works from Monday to Saturday inclusive and is granted a weekly half-holiday, and 9½ hours per day in the case of an employee who normally works from Monday to Friday inclusive.

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

- (a) Vier-en-tagtig in enige week van sewe dae;
- (b) twaalf op enige dag;

en moet van 6 v.m. af loop indien die wag bedags in diens is of van 6 n.m. indien die wag snags in diens is.

(5) Geen werkgewer moet van 'n werknemer, uitgesonderd 'n wag, vereis of hom toelaat om langer as vyf agtereenvolgende ure te werk nie, sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie en wat nie as tyd beskou mag word wat gewerk is nie; met dien verstande dat as enige pouse 1½ uur oorskry, die tyd bo sodanige 1½ uur as gewone werktid beskou moet word. Werktydperke wat deur 'n pouse van minder as een uur onderbreek word, moet as aaneenlopend beskou word.

(6) Ruspouses van minstens tien minute, waarin geen werk verrig mag word nie, moet aan elke werknemer, uitgesonderd 'n bestellingwerwer, afhaler, 'n motorvoertuigbestuurder, 'n bestellingwerwer se assistent, 'n bestuurder se assistent of 'n wag, so na as moontlik in die middel van elke oggend-, en namiddag-werktydperk toegestaan word en sodanige pouses moet beskou word as tyd waarin gewerk is. Met dien verstande dat geen ruspouse tydens 'n werktidperk wat 3½ uur of minder duur, toegestaan hoef te word nie.

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

8. OORTYD.

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

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

(B) Die oortydwerk wat van 'n vroulike werknemer vereis of wat sy toegelaat kan word om te verrig, moet verder beperk word en geen werkgewer moet van 'n vroulike werknemer vereis of haar toelaat om oortydwerk soos volg te verrig nie:—

- (a) Langer as twee uur op enige dag;
- (b) op meer as drie agtereenvolgende dae;
- (c) op meer as sestig dae in enige jaar;
- (d) tussen die ure 6 n.m. en 6 v.m.;
- (e) Ná voltooiing van haar gewone werkure vir langer as een uur op 'n dag; tensy hy—
 - (i) sodanige werknemer voor twaalfuur middag op daardie dag daarvan in kennis gestel het; of
 - (ii) sodanige werknemer, voordat sy met die oortydwerk moet begin, van 'n toereikende ete voorsien het; of
 - (iii) aan sodanige werknemer 'n toelae van minstens vyf-en-twintig sent betyds genoeg betaal om die werknemer in staat te stel om 'n maaltid te verkry voordat die oortydwerk 'n aanvang moet neem;
- (f) ná 1 n.m. op meer as 5 dae in enige week.

(C) Geen werknemer mag op staande voet ontslaan of, omdat hy weier om oortyd werk te verrig, op enige wyse in sy diens benadeel word nie.

9. BESOLDIGING VIR OORTYD.

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

- (1) Op enige dag; uitgesonderd 'n Sondag, vir elke uur of gedeelte van 'n uur altesaam in 'n week gewerk, teen 'n skaal van 1½ maal die uurloon van die betrokke werknemer; met dien verstande dat indien oortyd, wat op 'n daaglikse basis bereken is, van oortyd wat op 'n weeklikse basis bereken is, verskil, die basis wat vir die werknemer die gunstigste is, aanvaar moet word.
- (2) Vir enige tyd op 'n Sondag gewerk, moet die werkgewer aan die betrokke werknemer minstens dubbel die dagloon betaal wat ten opsigte van 'n gewone weekdag betaalbaar is; met dien verstande dat indien die betrokke werknemer aldus gewerk het vir 'n tydperk van langer as vier uur, aan hom 'n loon betaal moet word teen 'n skaal van minstens dubbel sy gewone loonskaal teen opsigte van die totale tydperk werklik deur hom op so 'n Sondag gewerk, of 'n loon wat minstens dubbel die gewone loon is wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n werkdag werk, na gelang van die grootste bedrag.

10. JAARLIKSE VERLOF.

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

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

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

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

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

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

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

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

8. OVERTIME.

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

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

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

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) between the hours of 6 p.m. and 6 a.m.;
- (e) after the completion of her ordinary working hours, for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday on that day; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee an allowance of not less than 25 cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence;
- (f) after 1 p.m. on more than five days in any week.

(C) No employee shall be summarily dismissed or in any way prejudiced in his employment by reason of his refusal to work overtime.

9. PAYMENT FOR OVERTIME.

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

- (1) On any day other than a Sunday, in respect of each hour or part of an hour worked in the aggregate in any week, at the rate of one and a half times the hourly rate of wages of the employee concerned; provided that if overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis more favourable to the employee concerned shall be adopted.
- (2) For any time worked on a Sunday, the employer shall pay the employee concerned not less than double the daily wage payable in respect of an ordinary week day; provided that if the employee concerned so worked for a period exceeding four hours, he shall be paid wages at a rate not less than double his ordinary rate of wages in respect of the total period actually worked by him on such Sunday, or be paid a wage which is not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a week day, whichever amount is the greater.

10. ANNUAL LEAVE.

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

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

(2) Die verlof waarop 'n werknemer kragtens subklousule (1) hiervan geregtig is, moet op 'n tyd toegestaan word wat deur die werkgever vasgestel moet word; met dien verstande dat indien sodanige verlof nie eerder toegestaan is nie, dit binne twee maande ná die voltooiing van die betrokke werknemer se jaar van diens toegestaan moet word; en voorts met dien verstande dat 'n werkgever belet word om, uitgesonderd op skriftelike versoek van die betrokke werknemer, jaarlikse verlof aan 'n werknemer toe te staan terwyl sodanige werknemer met siekteverlof afwesig is; en voorts met dien verstande dat sodanige verlof nie mag saamval met enige tydperk waarin 'n werknemer militêre opleiding ondergaan, of met enige tydperk van kennisgewing van diensbeëindiging nie.

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

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

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

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

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

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

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

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

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

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

(c) militêre opleiding ondergaan;

(d) met die toestemming van sy werkgever of met siekteverlof met besoldiging ooreenkomstig die Raad se Siektebystandfonds of 'n bevalling afwesig is, wat altesaam hoogstens dertig dae in 'n jaar beloop, bereken van die datum waarop die diens by 'n besondere werkgever begin het;

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

(9) Vir die toepassing van hierdie klousule word die diens tydperk van 'n werknemer in dieselfde bedryfsinrigting aaneenlopend geag te wees afgesien van enige verandering in besit wat kan plaasvind. Die nuwe werkgever is vir die volgende verantwoordelik:—

(a) Die bestaan van jaarlikse verlof wat verskuldig kon gewees het, maar wat nie toegestaan is voor hy met werksaamheid begin het nie;

(b) die bestaan van jaarlikse verlof wat verskuldig kon geword het nadat hy met sy werksaamheid begin het, maar wat gedeeltelik voor sodanige aanvang opgeleë het;

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

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

11. OPENBARE VAKANSIEDAE MET BESOLDIGING.

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

(2) The leave to which an employee is entitled in terms of sub-clause (1) hereof shall be granted at a time to be fixed by the employer; provided that if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment of the employee concerned; and provided further that an employer is prohibited, except on written request by the employee concerned, from granting annual leave to an employee while such employee is absent on paid sick leave in terms of the Council's Sick Benefit Fund Agreement; and provided further that such leave shall not run concurrently with any period during which an employee is undergoing military training or with any period of notice of termination of employment.

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

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

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

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

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

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

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

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

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

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

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

(c) undergoing military training;

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

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

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

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

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

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

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

11. PAID HOLIDAYS.

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

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

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

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

12. KORTTYD.

(1) Wanneer dit die bedoeling is om korttyd in te voer, moet 'n kennisgewing wat daardie feit vermeld, opvallend in die betrokke bedryfsinrigting voor of op die dag onmiddellik voor die dag waarop sodanige korttyd begin, vertoon word.

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

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

13. GETALVERHOUDING.

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

(2) 'n Werkgewer mag nie 'n deeltydse depotassistent in enige depot in diens neem nie, tensy hy 'n voltydse depotassistent in daardie depot in diens het, en vir elke voltydse depotassistent in enige depot in diens, kan hoogstens een deeltydse depotassistent in sodanige depot in diens wees; altyd met dien verstande dat sodanige deeltydse depotassistent slegs in diens kan wees saam met en gedurende dieselfde werkure wanneer genoemde voltydse depotassistent in diens is.

(3) 'n Werkgewer moet 'n skoonmaker in diens hê voordat hy 'n vlekuihalter in diens kan neem, en hy moet minstens een skoonmaker in diens hê vir elke vier of gedeelte van vier vlekuihalters, wat by hom in diens is.

(4) Vir die toepassing van hierdie klousule kan 'n werkgewer of sy fabrieksbestuurder wat uitsluitlik of hoofsaaklik die pligte van 'n skoonmaker of onderhoudman of klerklike werknemer in sy bedryfsinrigting verrig, as 'n skoonmaker of onderhoudman of gekwalifiseerde klerklike werknemer, na gelang van die geval, beskou word; met dien verstande dat 'n werkgewer wat gebruik wil maak van die voordeel van hierdie klousule, eers die Raad skriftelik in kennis moet stel van die soort werk waarin hy uitsluitlik of hoofsaaklik werksaam is.

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

(6) 'n Werkgewer mag hoogstens ses afhalers wat slegs vanuit sy fabriek moet optree, in diens neem, maar hy kan bo en behalwe dit, of in die plek daarvan, hoogstens twee afhalers vir elke gekwalifiseerde depotassistent wat by hom in diens is, in diens neem; met dien verstande dat indien 'n werkgewer se bedryfsinrigtings nie 'n fabriek omvat nie, hy hoogstens twee afhalers vir elke gekwalifiseerde depotassistent wat by hom in diens is, in diens kan neem.

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

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

14. OORPAKKE EN BESKERMENDE KLERE.

Elke werkgewer moet alle oorpakke en/of beskermende klere, wat hy sy werknemers gelas om te dra of wat hy regens of ingevolge regulasie aan sy werknemers moet verskaf, kosteloos verskaf en in goeie toestand onderhou.

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

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

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

12. SHORT-TIME.

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

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

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

13. PROPORTION OR RATIO.

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

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

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

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

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

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

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

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

14. OVERALLS AND PROTECTIVE CLOTHING.

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

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

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

16. PREMIES.

Geen betaling mag of regstreeks of onregstreeks aan 'n werkgewer geskied of deur hom ten opsigte van die indiensneming of opleiding van 'n werknemer aangeneem word nie.

17. DIENSBEEÏNDIGING.

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

- Die reg van 'n werkgewer of werknemer om die dienskontrak sonder kennisgewing om enige goeie rede, wat wetlik as voldoende beskou word, te beëindig;
- enige ooreenkoms tussen die werkgewer en werknemer, wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan beide kante en vir langer as een week of maand, na gelang van die geval, en in so 'n geval moet sodanige langer tydperk van kennisgewing gegee word;
- die reg van 'n werknemer, wat vir 'n tydperk van minstens een week op korttyd geplaas word, om sy diens sonder kennisgewing te beëindig;

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

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

(b) 'n werknemer wat gedurende die looptyd van enige tydperk van kennisgewing dros, verbeur aan sy werkgewer 'n bedrag wat gelykstaan met die besoldiging wat hy normaalweg vir die onverstreke tydperk van kennisgewing sou ontvang het.

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

- vanweë siekte, 'n ongeluk of swangerskap vir 'n tydperk van hoogstens 13 weke; of
- weens jaarlikse verlof toegestaan ingevolge klousule 10 van die Raad se Ooreenkoms, of met verlof op versoek of met die toestemming van die werkgewer vir 'n tydperk van hoogstens 13 weke; of
- weens die feit dat hy militêre opleiding ondergaan,

mag sodanige werknemer nie kennis van diensbeëindiging ontvang as gevolg van sodanige afwesigheid nie; en die tydperk van kennisgewing in subklousule (1) van hierdie klousule genoem, mag nie saamval nie met of geskied gedurende 'n werknemer se afwesigheid terwyl met jaarlike verlof toegestaan kragtens klousule 10 nie, of met siekteverlof met besoldiging ooreenkomstig die Raad se Siektebystandsooreenkoms nie of terwyl hy militêre opleiding ondergaan of weens 'n ongeluk of swangerskap vir 'n tydperk van hoogstens 13 weke nie; met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om 'n dokterseertifikaat in te dien as bewys van enige siekte of ongeluk wanneer hy na sy werk terugkeer.

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

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

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

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

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

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

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

16. PREMIUMS.

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

17. TERMINATION OF EMPLOYMENT.

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

- the right of an employer or employee to terminate the contract of employment without notice for any good cause recognised by law as sufficient;
- 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;
- the right of an employee who is put on short-time for a period of not less than one week to terminate his employment without giving notice;

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

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

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

(3) Where an employee is absent from work—

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

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

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

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

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

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

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

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

18. DIENSSERTIFIKATE EN MAANDELIKSE OPGAWES VAN FIRMAS.

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

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

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

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

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

19. AANSPORINGSBONUS.

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

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

(2) (a) Bonusbetalings moet addisioneel wees by die minimum loonskale, wat in klousule 4 van hierdie Ooreenkoms voorgeskryf is.

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

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

(d) Behoudens die bepalings van klousule 5 (2) van die Ooreenkoms, moet bonusverdienste by gereelde tussenposes, wat deur die betrokke departementele komitee bepaal moet word, betaal word.

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

(3) Met betrekking tot 'n aansporingskema waarby werknemers, uitgesonderd bestellingwerwers, afhalers, motorvoertuigbestuurders, graad 1, depotassistenten of deeltydse depotassistenten betrokke is, moet die onderstaande van toepassing wees:—

- (a) Bonusskale moet op sodanige basis bepaal word as wat 'n werknemer van gemiddelde vermoë in staat sal stel om minstens dertien persent meer as die minimum loon te verdien wat vir 'n werknemer van die betrokke klas voorgeskryf is;
- (b) bonusgroepe moet uit werkers bestaan in soortgelyke beroepe of werksaamhede wat gesamentlik verrig moet word om 'n besondere stadium van prosesbehandeling te voltooi;
- (c) die bonus moet in verhouding wees tot die opbrengs bo 'n ooreengekome minimum vir elke werksaamheid of gesamentlike groep werksaamhede;
- (d) bonusverdienste vir werknemers wat enige groep vorm, moet in dieselfde verhouding tot die groepbonus wees as wat die ure wat 'n individu op sy pos deurgebring het, tot die totale ure is, wat op dieselfde manier vir alle werknemers in daardie groep aangeteken is;

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

18. CERTIFICATES OF SERVICE AND FIRMS' MONTHLY RETURNS.

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

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

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

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

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

19. INCENTIVE BONUS.

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

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

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

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

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

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

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

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

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

- (e) indien die bonus op werk per uur bereken word, mag geen werknemer vir ledige tyd, as gevolg van oorsake waarvoor hy nie beheer het, gepenaliseer word nie. Sonadige ledige tyd moet nie in die totale getal ure gewerk, waarvolgens die bonus bereken word, ingesluit word nie, maar moet deel van die totale getal gewone ure uitmaak wat gewerk is;
- (f) bonusbetalings moet slegs ten opsigte van opbrengs geskied wat met die standaard van kwaliteit, deur die werkgewer bepaal, ooreenkom, en werknemers moet nie met produksie gekrediteer word wat nie met sulke standaard ooreenkom nie;
- (g) by die berekening van die standaardtyd vir elke werksaamheid deur middel van tydstudiemetodes, moet behoorlik toegelaat word vir kwaliteitsstandaarde, vermoedheid en werkstoestande. Standaardtye aldus vasgestel, moet nie gewysig word nie, tensy veranderde metodes van prosesbehandeling so 'n verandering regverdig;
- (h) toesighoudende personeel, uitgesonderd bestuurders of voormanne, moet 'n bonus van minstens die gemiddelde bonus ontvang wat die werknemers ontvang oor wie se produksie hulle toesig hou.

20. LOGBOEKE.

(1) Elke werkgewer moet elke bestellingwerwer en motorvoertuigbestuurder in sy diens van 'n logboek in die vorm van Aanhangel B van hierdie Ooreenkomms voorsien.

(2) (a) Elke bestellingwerwer en motorvoertuigbestuurder moet, nadat hy voorsien is van die logboek genoem in subklousule (1), die genoemde daaglikse log in duplo so na as moontlik in die voorgeskrewe vorm ten opsigte van elke dagtaak deur hom en sy assistent(e) verrig, byhou, en moet binne vier-en-twintig uur na die voltooiing van die dagtaak, waarop dit betrekking het, 'n duplikaatkopie daarvan aan sy werkgewer besorg.

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

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

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

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

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

(c) Elke motorvoertuigbestuurder, bestellingwerwer, bestellingwerwer se assistent, of 'n motorvoertuigbestuurder se assistent moet die opdragte aan hom deur sy werkgewer uitgereik kragtens subklousule (5) (a) of (b) hiervan, nakom en 'n erkenning van die ontvangs van genoemde pligtestaat onderteken.

21. SKRIFTELIKE MAGTIGING VIR BESTELLINGWERWERS.

Elke bestellingwerwer, afhaler of motorvoertuigbestuurder, graad 1, wat goedere wat gewas, droogskoongemaak of gekleur moet word, vra, solisiteer of werf, of sodanige artikels na die prosesbehandeling aflewer, moet te alle tye in besit van 'n magtigingsertifikaat wees in die vorm van Aanhangel C van hierdie Ooreenkomms, deur sy werkgewer onderteken en aan hom uitgereik.

22. UURLOONSTATE.

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

- (a) Voorgeskrewe uurloonskale: 1 tot 44 uur, 1 tot 46 uur.
(b) Verlofbesoldiging: 1 tot 12 maande.

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

23. VERSEKERING VAN LONE INGEVAL VAN BRAND.

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

(e) where the bonus is calculated on hourly performance, no employee shall be penalised for the idle time resulting from causes beyond his control. Such idle time shall not be included in the total of hours worked used in the calculation of bonus, but shall form portion of the aggregate number of ordinary hours worked;

(f) bonus payments shall only be made in respect of output which conforms to the standards of quality laid down by the employer, and employees shall not be credited with output which does not conform to such standards;

(g) in the calculation of the standard time for each operation by time study methods, suitable allowances shall be made for quality standards, fatigue and working conditions. Standard times so fixed shall not be amended unless altered processing methods warrant such a change;

(h) supervising personnel, other than managers or foremen, shall receive a bonus of not less than the average bonus received by the employees whose output they supervise.

20. LOG BOOKS.

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

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

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

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

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

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

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

(c) Every driver, canvasser, canvasser's assistant or driver's assistant shall comply with the directions given to him by his employer in terms of sub-clause (5) (a) or (b) hereof and shall sign an acknowledgment of his receipt of the said statement of duties.

21. WRITTEN AUTHORITY FOR CANVASSERS.

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

22. HOURLY WAGE SHEETS.

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

- (a) prescribed hourly rates: 1 hour to 44, 1 hour to 46;
(b) leave pay: 1 to 12 months.

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

23. INSURANCE OF WAGES IN CASE OF FIRE.

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

24. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

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

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

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

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

- (a) Die volle name van al die direkteure, die volle naam van die persoon wat werklik in beheer van elke tak van die besigheid is;
- (b) die volle naam van die Sekretaris van die maatskappy;
- (c) die adres van die geregistreerde kantore van die maatskappy, die posbusnummer ingesluit (indien daar een is) en die telefoonnummer (indien daar een is).
- (4) Indien daar enige veranderings plaasvind in die besonderhede wat ingevolge subklousule (1), (2) en (3) van hierdie klousule vereis word, uitgesonderd die besonderhede in paragraaf (G) van subklousule (1) genoem, moet die werkgever of die okkupeerder van die betrokke perseel aan die Sekretaris van die Raad 'n skriftelike kennisgewing stuur wat die volle besonderhede van sodanige verandering uiteensit, binne veertien dae vanaf die datum waarop sodanige verandering plaasgevind het.

(5) Wanneer hy die inligting ontvang wat ingevolge subklousule (1), (2) en (3) van hierdie klousule verskaf moet word, moet die Sekretaris van die Raad aan die werkgever of okkupeerder van die betrokke perseel 'n registrasiesertifikaat uitreik wat die name van die persoon of persone aan wie dit uitgereik word, aangees asook die titel of handelsnaam waaronder die besigheid by die Raad geregistreer is en die besigheidsadres; met dien verstande dat die Sekretaris van die Raad nie 'n titel of 'n handelsnaam van 'n nuwe besigheid mag registreer wat identies of hoofsaaklik dieselfde is as 'n titel of 'n handelsnaam wat alreeds by die Raad geregistreer is nie. Ingeval die werkgever of die okkupeerder van die betrokke perseel weier of in gebreke bly om op die versoek van die Sekretaris van die Raad 'n nuwe titel of handelsnaam in te dien wat nie identies of wesenlik dieselfde is as een wat alreeds by die Raad geregistreer is nie, moet die Sekretaris van die Raad die betrokke besigheid registreer op die persoonlike naam van die betrokke werkgever of okkupeerder, en indien dit 'n vennootskap is, op die persoonlike name van een of meer van die betrokke vennote.

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

25. VRYSTELLINGS.

(1) Die Raad kan aan of ten opsigte van enigiemand, weens hoë ouderdom of swakheid 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 8 (2) (B) van hierdie Ooreenkoms verleen mag word nie behalwe ten einde vroulike werknemers toe te laat om werk wat deur 'n noodgeval vereis word, te doen.

24. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

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

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

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

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

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

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

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

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

25. EXEMPTIONS.

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

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

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

- (a) die betrokke persoon se naam voluit;
 - (b) die Ooreenkomse bepalings waarvan vrystelling verleen word;
 - (c) die voorwaardes, ooreenkomstig die bepalings van subklousule (2) hiervan vasgestel, waarop die vrystelling verleen word; en
 - (d) die tyd wat die vrystelling van krag moet bly.
- (4) Die Sekretaris van die Raad moet—
- (a) al die vrystellingsertifikate, wat uitgereik word, van volgnommers voorsien;
 - (b) 'n afskrif van elke vrystellingsertifikaat behou wat uitgereik word; en
 - (c) in die geval van 'n vrystelling wat aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgever stuur.

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

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

26. REGISTERS WAT WERKGEWERS MOET BYHOU.

(1) Elke werkgever moet te alle tye die volgende registers, wat met ink geskryf moet word, byhou:—

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

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

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

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

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

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

27. FONDSE VAN DIE RAAD.

Die fondse van die Raad, wat by die Raad berus en deur hom geadministreer moet word, moet op die volgende wyse verskaf word:—

- (1) Op elke betaaldag na die inwerkingtreding van hierdie Ooreenkomse, moet elke werkgever drie sent per week van die loon van elkeen van sy werknemers aftrek, uitgesonderd los werknemers wat in daardie week gewerk het en vir wie minimum lone in hierdie Ooreenkomse voorgeskryf is; met dien verstande dat aftrekkings moet geskied van besoldiging wat deur 'n werknemer ontvang is, voordat hy met jaarlikse verlof gegaan het, ten opsigte van enige verloftydperk en vakansiedae met besoldiging wat vir die toepassing hiervan gegag word gewone tyd wat gewerk is te wees.
- (2) Die totale bedrag wat aldus van werknemers se lone afgetrek is, tesame met 'n gelyke bedrag wat deur die werkgever self bygedra moet word, moet deur laasgenoemde aan die Sekretaris van die Raad gestuur word voor of op die 7de dag van die maand wat volg op dié waarin die aftrekkings moes geskied het, tesame met 'n staat wat die getal werknemers aantoon van wie die aftrekkings gedoen is.

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

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

- (a) the full names of the person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions fixed in accordance with the provisions of sub-clause (2) hereof subject to which such exemption is granted; and
 - (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences issued;
 - (b) retain a copy of each licence issued; and
 - (c) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

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

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

26. RECORDS TO BE KEPT BY EMPLOYERS.

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

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

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

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

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

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

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

27. COUNCIL FUNDS.

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

- (1) On every pay day after this Agreement comes into operation every employer shall deduct three cents per week from the wages of each of his employees, other than casual employees, who have worked in that week and for whom minimum rates are prescribed in this Agreement; provided that deductions shall be made from payments received by an employee prior to proceeding on annual leave in respect of any period of leave and paid holidays, which for the purposes hereof shall be deemed to be ordinary time worked.
- (2) The total amount so deducted from employees, together with an equal amount which shall be contributed by the employer himself, shall be forwarded by the latter to the Secretary of the Council on or before the 7th day of the month succeeding that during which the deductions were required to be made, together with a statement showing the number of employees from whom the deductions were made.

28. VERTONING VAN OOREENKOMS.

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

29. KOOP VAN GOEDERE.

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

30. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD.

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

31. WERKNEMERS NIE GESPESEFISEER NIE.

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

(2) Nieteenstaande dat sekere kategorieë werk nie gespesifiseer is nie, moet alle bepalinge van hierdie Ooreenkoms wat toepaslik is, op die diensvoorwaardes van sodanige werknemers van toepassing wees.

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

32. ULTRA VIRES.

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

33. ERKENNING VAN DIE VAKVERENIGINGS.

(1) Elke werkgewer moet die sekretaris van die vakverenigings of enige beambtes van die vakverenigings wat skriftelik daartoe deur die verenigings gemagtig is, of enige lid van die verenigings se uitvoerende komitees wat sodanige sekretarisse of beambtes vergesel, toelaat om die bedryfsinrigting van tyd tot tyd tydens die middagete- of teepouse binne te gaan met dié doel om—

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

(b) nuwe lede in te skryf;

(c) kennisgewings wat deur die vakverenigings uitgereik word, aan te plak of te versprei.

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

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

34. AGENTE.

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

Namens die partye hede die 26ste dag van April 1961, in Johannesburg onderteken, ingevolge artikel een-en-dertig van die Wet op Nywerheidsversoenig, 1956.

J. LEWIN,
Voorsitter van die Raad.

R. SCHLACHTER,
Namens die werknemers.

S. AMOILS,
Raadslid—namens die werkgewers.

M. KAGAN,
Sekretaris van die Raad.

28. EXHIBITION OF AGREEMENT.

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

29. PURCHASE OF GOODS.

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

30. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

31. EMPLOYEES NOT SPECIFIED.

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

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

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

32. ULTRA VIRES.

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

33. RECOGNITION OF THE TRADE UNIONS.

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

(a) interviewing employees on trade union matters;

(b) enrolling new members;

(c) posting or distributing notices issued by the trade unions.

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

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

34. AGENTS.

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

Signed at Johannesburg on behalf of the parties this 26th day of April, 1961, in terms of section thirty-one of the Industrial Conciliation Act, 1956.

J. LEWIN,
Chairman of the Council.

R. SCHLACHTER,
On behalf of the Employees.

S. AMOILS,
Councillor—on behalf of the Employers.

M. KAGAN,
Secretary of the Council.

AANHANGSEL A.

LOONKOEVERT.

Werkgewer se naam			Inklokno.
Werknemer se naam			
Werknemer se beroep			
Week geëindig	Loon		
Loon vir	ure gewerk		
Oortyd vir	ure gewerk		
Verlofbetaling vir	maande gewerk		
TOTAAL			
Min Kortings:			
Vakvereniging			
Siektebystandfonds			
Werkloosheidsfonds			
Nywerheidsraad			
Ander			
TOTALE AFTREKKINGS			
			NETTO BEDRAG VERSKULDIG.

ANNEXURE A.

PAY ENVELOPE.

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

AANHANGSEL B.

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

POSBUS 1609, JOHANNESBURG.

DAAGLIKSE LOG.

BESONDERHEDE WAT DAAGLIKS DEUR WERKNEMERS INGESKRYF MOET WORD.

Dag	Datum
Naam van bestellingwerwer	Roetenommer
Naam van motorvoertuigbestuurder	Voertuignommer
Naam van bestellingwerwer of bestuurder se assistent	

WERKURE.

	Van bestellingwerwer.	Van motorvoertuigbestuurder.	Van bestellingwerwer of motorvoertuigbestuurder se assistent.
Begintyd			
Ophoutyd			
Etenspouse			
Defekte aan voertuie (indien daar is)			
Datum by firma se kantoor ingehandig			
Handtekening van bestellingwerwer			
Handtekening van motorvoertuigbestuurder			
Handtekening van bestellingwerwer of motorvoertuigbestuurder se assistent			

SLEGS VIR DIE KANTOORGEBRUIK VAN DIE FIRMA.

Gewone ure gewerk:—

Deur bestellingwerwer	
Deur motorvoertuigbestuurder	
Deur bestellingwerwer of motorvoertuigbestuurder se assistent	

Oortydure gewerk:—

Oortydurskaal:—

Deur bestellingwerwer	Van bestellingwerwer
Deur motorvoertuigbestuurder	Van motorvoertuigbestuurder
Deur bestellingwerwer of motorvoertuigbestuurder se assistent	Van bestellingwerwer of motorvoertuigbestuurder se assistent
Handtekening van werkgever of persoon deur hom gemagtig	Datum nagesien

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

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

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (TRANSVAAL).
P.O. Box 1609, JOHANNESBURG.

DAILY LOG SHEET.

PARTICULARS TO BE FILLED IN BY EMPLOYEES DAILY.

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

HOURS OF WORK.

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

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

FOR FIRM'S OFFICE USE ONLY.

Ordinary Hours Worked—
By Canvasser _____
By Driver _____
By Canvasser's or Driver's Assistant _____

Overtime Hours Worked:— Overtime Hourly Rate:—
By Canvasser _____ Of Canvasser _____
By Driver _____ Of Driver _____
By Canvasser's or Driver's Assistant _____ Of Canvasser's or Driver's Assistant _____

Signature of Employer or Person Authorised by him _____ Date checked _____

Failure by either the employer or employee to complete these sheets is a contravention which renders both the employer and employee liable to prosecution.

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

AANHANGSEL C.

AFHALER SE KAART.

Naam van firma _____
Adres van firma _____ Foon _____
Hierdie permit magtig _____
Bewysboeknommer _____
Werknemer se Raadsnommer _____

om vir die bogenoemde firma goedere af te haal vir droogskoonmaak, was of kleur.

Werkgewer se handtekening.

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

ANNEXURE C.

COLLECTOR'S CARD.

Name of Firm _____
 Address of Firm _____ Phone _____
 This Permit Authorizes _____
 Reference Book No. _____
 Employee's Council No. _____
 to Collect for the above Firm Articles to be Dry Cleaned, Laundered or Dyed.

 Employer's Signature.

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

AANHANGSEL D.

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

Posbus 1609, Johannesburg.

DIENSSERTIFIKAAT.

Volle naam van werknemer _____
 Persoonsnommer _____ Werknemer se Raadsnommer _____

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

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

ANNEXURE D.

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

P.O. Box 1609, Johannesburg.

CERTIFICATE OF SERVICE.

Name of Employee (in full) _____
 Identity No. _____ Employee's Council No. _____

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

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

AANHANGSEL E (VOORKANT).

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

POSBUS 1609, JOHANNESBURG.

Naam van Firma _____

Maandelikse Diensopgaaf vir die maand _____

Let Wel:

- (1) Hierdie vorm moet in duplo aan die Raad gestuur word voor of op die 7de dag van elke maand, ten opsigte van die maand wat dit onmiddellik vooraf gaan. Een afskrif sal deur die Raad geëndosseer word en aan die werkgewer as ontvangsbewys teruggestuur word.
- (2) Die inligting wat op hierdie vorm verstrekk moet word is van toepassing op die volgende werknemers:—
Almal wat in diens getree het, of wie se diens beëindig is, of wie se klas werk verander is gedurende bogenoemde maand. Uitgesonderd werknemers wie se loon meer as R130 per maand of R30 per week is.
- (3) Alle kolomme moet ingevul word na die mate waarin hulle van toepassing is. Lees die opskrifte noukeurig.
- (4) Geen opgawes moet ook gemeld word. Skryf net „Geen” oor die vorm, met die datum en teken dit.
- (5) Tik of skryf asseblief in blokletters.

AFDELING A.—WERKNEMERS WIE SE DIENS GEDURENDE BOGENOEMDE MAAND BEËINDIG IS.

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

BLAAI OM.

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

BLAAI OM.

ANNEXURE E (FRONT).

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

P.O. Box 1609, JOHANNESBURG.

Name of Firm _____

Monthly Employment Return for the Month of _____

Please Note:

- (1) This form must be forwarded to the Council in duplicate, by the 7th day of each month, in respect of the month immediately preceding. One copy will be endorsed by the Council and returned to the employer as proof of receipt.
- (2) The information to be furnished on this form applies to the following employees:—
All those who were engaged or whose services were terminated or whose classification of work was changed during the above-stated month. Except employees whose wage exceeds R130 per month or R30 per week.
- (3) All columns must be filled in to the extent to which they apply. Read headings carefully.
- (4) Nil returns must also be rendered. Just write "Nil" across form, date it and sign it.
- (5) Please Type or Write in Block Letters.

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

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

P.T.O.

PLEASE TURN OVER—FOR ENGAGEMENTS OR RE-CLASSIFICATIONS.

P.T.O.

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

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

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

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

Datum 19

(Geteken) _____
Handtekening van werkgever of gemagtigde persoon.

ANNEXURE E (BACK).

PLEASE TURN OVER—FOR TERMINATIONS AND SPECIAL NOTES.

P.T.O.

P.T.O.

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

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

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

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

Date 19

(Signed) _____
Signature of Employer or Person Authorised.

AANHANGSEL F.

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

Let Wel: Indien nodig kan *twee* reëls vir enige werknemer gebruik word.

ALFABETIESE WERKNEMERSREGISTER.

Volle naam van werknemer. (Moet asseblief nie die vanne van Naturelle weglaat nie.)	Inklok- of register- nommer.	Raad se kaart- nommer.	Persoonsnommer.	Datum waarop werk vir die firma begin is.	Klassifikasie toe by die firma begin is.	Lone by aanvang.	Datum waarop diens by die firma beëindig is.	Klassifikasie by beëindiging by firma.	Loon by beëindiging.

ANNEXURE F.

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

Note: If necessary, *two* lines may be used for any one Employee.

ALPHABETICAL EMPLOYEE'S REGISTER.

Full Name of Employee. (Please <i>do not omit</i> Surnames of Natives.)	Clock or Register No.	Council's Card No.	Personal Identity No.	Date Started Work for Firm.	Classification on Starting with Firm.	Wages on Starting.	Date Left Service of Firm.	Classification on Leaving Firm.	Wages on Leaving.

AANHANGSEL G.

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

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

Volle naam van werknemer. (Sluit asseblief die vanne van Naturelle in.)	Inklok- of Register- nommer.	Raad se kaart- nommer.	Persoons- nommer.	Klassifi- kasie ten tye van indiens- neming.	Datum waarop werk vir firma begin is.	Gedurende 19_____			Gedurende 19_____			Gedurende 19_____			Gedurende 19_____		
						Besol- diging- skaal ten tye van verlof.	Datum waarop jaarlikse verlof begin het.	Bedrag van verlof- besol- diging betaal.	Besol- diging- skaal ten tye van verlof.	Datum waarop jaarlikse verlof begin het.	Bedrag van verlof- besol- diging betaal.	Besol- diging- skaal ten tye van verlof.	Datum waarop jaarlikse verlof begin het.	Bedrag van verlof- besol- diging betaal.	Besol- diging- skaal ten tye van verlof.	Datum waarop jaarlikse verlof begin het.	Bedrag van verlof- besol- diging betaal.

ANNEXURE G.

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

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

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

No. 271.]

[21 Julie 1961.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.**WASSERY-, DROOGSKOONMAAK- EN KLEUR-BEDRYF (TRANSVAAL).**

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Wassery-, Droogskoonmaak- en Kleurbedryf, gepubliseer by Goewermentskennisgewing No. 270 van 21 Julie 1961, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 272.]

[21 Julie 1961.]

WET OP OORLOGSMAATREËLS, 1940.**OPSKORTING VAN LEWENSKOSTEREGULASIES GEPUBLISEER BY OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.****WASSERY-, DROOGSKOONMAAK- EN KLEUR-BEDRYF (TRANSVAAL).**

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, hierby die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal) wat by Goewermentskennisgewing No. 270 van 21 Julie 1961, gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 271.]

[21 July 1961.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.**LAUNDRY, DRY CLEANING AND DYEING TRADE, (TRANSVAAL).**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Laundry, Dry Cleaning and Dyeing Trade, published under Government Notice No. 270 of the 21st July, 1961, to be on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

No. 272.]

[21 July 1961.]

WAR MEASURES ACT, 1940.**SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.****LAUDRY, DRY CLEANING AND DYEING TRADE, (TRANSVAAL).**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Laundry, Dry Cleaning and Dyeing Trade (Transvaal) published under Government Notice No. 270 of the 21st July, 1961.

Deputy-Minister of Labour
M. VILJOEN,



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