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REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 3 3 Januarie 1969

WET OP NYWERHEIDSVERSOENING, 1956

**LEERNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA.—LOOIAFDELING**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Looiafdeling van die Leernywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1970 eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 (a), 3, 4 (3) (e), 18, 22 en 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1970 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 Nywerheid in die landdrosdistrikte die Kaap, Wynberg, Paarl, Stellenbosch, Wellington, Mosselbaai, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal), Witbank, Nigel en Bloemfontein; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 (a), 3, 4 (3) (e), 18, 22 en 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1970 eindig, in die landdrosdistrikte die Kaap, Wynberg, Paarl, Stellenbosch, Wellington, Mosselbaai, George, Uitenhage, Kirkwood, Port Elizabeth, King

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 3 3 January 1969

INDUSTRIAL CONCILIATION ACT, 1956

**LEATHER INDUSTRY, REPUBLIC OF SOUTH
AFRICA.—TANNING SECTION**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Tanning Section of the Leather Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 30 June 1970, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2 (a), 3, 4 (3) (e), 18, 22 and 23, shall be binding from the second Monday after the date of publication of this notice and for the period ending 30 June 1970, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Paarl, Stellenbosch, Wellington, Mossel Bay, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal), Witbank, Nigel and Bloemfontein; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Paarl, Stellenbosch, Wellington, Mossel Bay, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal), Witbank, Nigel and Bloemfontein and from the second

William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal), Witbank, Nigel en Bloemfontein *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigene van genoemde bepalinge ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

Monday after the date of publication of this notice and for the period ending 30 June 1970, the provisions of the said Agreement, excluding those contained in clauses 2 (a), 3, 4 (3) (e), 18, 22 and 23, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

No. R. 4

3 Januarie 1969

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Looiafdeling van die Leernywerheid, gepubliseer by Goewermentskennisgewing R. 3 van 3 Januarie 1969, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalinge van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

OOREENKOMS

ingevolge die bepalinge van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen—

- (a) The South African Tanning Employers' Organisation;
- (b) The Transvaal Footwear, Tanning and Leather Trades' Association

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

- (c) The National Union of Leather Workers; en
- (d) The Transvaal Leather and Allied Trades' Industrial Union

(hieronder die werknemers of die vakverenigings genoem), aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika.

BEPALINGS VAN TOEPASSING OP DIE LOOISEKTOR VAN DIE LEERNYWERHEID

1. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"ambagsman" 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en by die toepassing van hierdie omskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n ambag wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n bekwaamheidsertifikaat wat deur die Registrateur van Vakleerlinge ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet aan hom uitgereik is;

No. R. 4

3 January 1969

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Tanning Section of the Leather Industry, published under Government Notice R. 3 of 3 January 1969 to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

AGREEMENT

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

- (a) The South African Tanning Employers' Organisation;
- (b) The Transvaal Footwear, Tanning and Leather Trades' Association

(hereinafter referred to as "the employers" or "the employers' organisations"), of the one part, and

- (c) The National Union of Leather Workers; and
- (d) The Transvaal Leather and Allied Trades Industrial Union

(hereinafter referred to as "the employees" or "the trade unions"), of the other part,

being parties to the National Industrial Council of the Leather Industry of South Africa.

PROVISIONS APPLICABLE TO THE TANNING SECTION OF THE LEATHER INDUSTRY

1. DEFINITIONS

All expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, any reference to an Act shall include any amendments of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act;

"assistent-magasyman en/of assistent-pakhuisman" 'n werknemer wat onder toesig van 'n magasyn- en/of pakhuisman uitsluitlik of hoofsaaklik een of meer van die werksaamhede verrig wat in die omskrywing van "magasynman en/of pakhuisman" bedoel word;

"ketelbediener" 'n werknemer wat aktief werksaam is met die instandhouding van die stoomdruk en waterinhoud in 'n stoomketel, en sodanige werknemer kan ook vir die opmaak en aan die ganghou van vure in diens wees;

"Raad" die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika wat ingevolge artikel 2 van Wet 11 van 1924, geregistreer is en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die ontvangs van goedere in of uit 'n magasyn of pakhuis of van afdelings af, vir versending of aflewering en wat verantwoordelik daarvoor is dat sodanige goedere verpak en bymekaar gemaak word en dat pakkies nagegaan, geweeg, gemerk of geadresseer word;

"Distrikskomitee" 'n komitee wat ingevolge die konstitusie van die Raad gestig is vir die administrasie van ooreenkomste in 'n bepaalde gebied;

"dagwerker" 'n werknemer, met inbegrip van 'n dagwag, van wie vereis word wat toegelaat word om op so 'n grondslag te werk dat sy gewone werke tussen 6 vm. en 6 nm. val;

"nagwerker" 'n werknemer, uitgesonderd 'n nagwag, van wie vereis word wat toegelaat word om op so 'n grondslag te werk dat al sy gewone werke of 'n gedeelte van sy gewone werke tussen 6 nm. en 6 vm. val;

"bedryfsinrigting" 'n plek waarin werksaamhede in verband met die Nywerheid verrig word;

"Uitvoerende Komitee" die Uitvoerende Komitee van die Raad wat kragtens sy konstitusie aangestel is;

"ondervinding" die totale tydperk of tydperke, hetsy vóór of na die datum waarop hierdie Ooreenkoms in werking tree, wat 'n werknemer in die Nywerheid werksaam was;

"algemene arbeider" 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende werksaamhede verrig:—

- (1) Persele, masjinerie, installasies, gereedskap, gerei, diere, meubels of ander artikels skoonmaak;
- (2) houters was of skoonmaak;
- (3) grondstowwe, vervaardigde of halfvervaardigde produkte, masjinerie, installasies, gereedskap, gerei of ander artikels dra, verskuif en/of opstapel;
- (4) voertuie of houters laai of aflaai;
- (5) vuilgoed of as verwyder;
- (6) kiste, pakke, bale of kratte oopmaak, toemaak of pak;
- (7) kiste, pakke of bale brandmerk, merk of sjabloneer;
- (8) tee, koffie, kakao of dergelyke drankte berei;
- (9) op afleweringswaens of voertuie help;
- (10) briewe, boodskappe of goedere te voet of per fiets of per handvoertuig aflewer;

"halfdag" die gewone voormiddagwerktydperk van die betrokke bedryfsinrigting;

"faktotum" 'n werknemer wat geringe herstelwerk aan masjinerie of uitrusting doen en wat geringe herstelwerk of opknappings aan geboue kan uitvoer, maar wat nie werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie;

"uurloon" die weekloon gedeel deur 43 behalwe in die geval van 'n nagwag, wanneer dit die weekloon gedeel deur 72 beteken, en behalwe in die geval van 'n nagwerknemer, wanneer dit die weekloon gedeel deur 39 beteken;

"Nywerheid" die looisektor van die Leernywerheid;

"leerling" 'n werknemer in diens om een of meer werksaamhede in die Nywerheid te leer;

"Leernywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

- (1) vir die vervaardiging, hoofsaaklik uit leer, van—

- (a) alle tipes skoeisel, maar uitgesonderd skoeisel volgens maat;
- (b) dokumenttasse, tasse en alle ander houters bedoel om persoonlike besittings, sportuitrusting, gereedskap en dokumente te hou;
- (c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stigrieme, militêre uitrusting, (uitgesonderd klere), sakke vir dames, inkoopasse, breitasse, Bantoetasse van die tipe algemeen bekend as "Xhosaasakke", sakportefeuljies, beurse, horlosiebande, polsbande, halsbande en leiband vir honde, komsersbande, kruisbande, gordels, kousophouers, armbande en alle soortgelyke artikels, afgesien van hul aard maar wat bedoel is as plaasvervangers vir voornoemde artikels;

- (2) vir die looi, regsny en bloting van huide en velle;

"assistant storeman and/or assistant warehouseman" means an employee, who under the supervision of a storeman and/or warehouseman, is wholly or mainly engaged in performing one or more of the operations referred to in the definition of "storeman and/or warehouseman";

"boiler attendant" means an employee who is actively employed on maintaining steam pressure and water content in any boiler, such employee may also be employed on the making and maintaining of fires;

"Council" means the National Industrial Council of the Leather Industry of South Africa, registered in terms of section two of Act 11 of 1924, and deemed to have been registered under the Industrial Conciliation Act, 1956.

"despatch clerk" means an employee who is responsible for receiving goods, into or from a store or warehouse or from departments, for despatch or delivery and who is responsible for the packing and/or assembling of such goods, the checking of packages and the weighing, marking or addressing thereof;

"District Committee" means an committee established in accordance with the Constitution of the Council for the administration of agreements in a particular area;

"employee engaged on day work" means an employee, including a day watchman who is required or permitted to work on such a basis that his ordinary hours of work fall between the hours of 6 a.m. and 6 p.m.;

"employee engaged on night work" means an employee other than a night watchman, who is required or permitted to work on such a basis that all or portion of his ordinary hours of work fall between the hours of 6 p.m. and 6 a.m.;

"establishment" means any place in which any operations in connection with the Industry are carried on;

"Executive Committee" means the Executive Committee of the Council appointed in terms of its Constitution;

"experience" means the total period or periods of employment whether prior or subsequent to the date on which this Agreement comes into force which an employee has had in the Industry;

"general labourer" means an employee employed wholly or mainly in one or more of the following operations:—

- (1) Cleaning premises, machinery, plant, tools, utensils, animals, furniture or other articles;
- (2) washing or cleansing containers;
- (3) carrying, moving and/or stacking raw materials, manufactured or semi-manufactured products, machinery, plant, tools, utensils or other articles;
- (4) loading or unloading vehicles or receptacles;
- (5) removing refuse or ashes;
- (6) opening, closing or packing boxes, packages, bales or crates;
- (7) branding, marking, stencilling boxes, packages or bales;
- (8) making tea, coffee, cocoa or similar beverages;
- (9) assisting on delivery vans or vehicles;
- (10) delivering letters, messages or goods on foot or by means of a bicycle or any manually-propelled vehicle;

"half-day" means the usual morning period of work of the establishment concerned;

"handyman" means an employee who is engaged in making minor repairs to machinery or equipment, and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan;

"hourly wage" means the weekly wage divided by 43 except in the case of a night watchman, when it shall mean the weekly wage divided by 72, and except in the case of an employee engaged on night work, when it shall mean the weekly wage divided by 39;

"Industry" means the tanning section of the Leather Industry;

"learner" means an employee who is engaged in learning one or more operations in the Industry;

"Leather Industry" means the Industry in which employers and employees are associated—

- (1) for the manufacture mainly from leather of—

- (a) footwear, including all types, but not including bespoke footwear;
- (b) attaché cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
- (c) harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, ladies' bags, shopping bags, knitting bags, Native bags of the type commonly known as "Xhosa bags", wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned;

- (2) for the tanning, dressing and fellmongering of hides and skins;

(3) in bedryfsinrigtings waarin leergoedere ook vervaardig word vir die vervaardiging, uit ander materiaal as leer, van die artikels genoem in paragraaf (1); met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopstasse wat gewoonlik van papier gemaak is, insluit nie;

(4) vir die vervaardiging van alle soorte skoeisel uit ander materiaal as leer;

(5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers hoofsaaklik gemaak van leer, vesel, hout, doek, seil of weefstowwe of enige kombinasie daarvan;

"motorvoertuig" 'n voertuig wat deur ander krag as mense of dierekrag aangedryf word;

"bediener" 'n werknemer wat leer en/of huide en/of velle in 'n masjien voer en dit omvat 'n werknemer wat 'n masjien beheer;

"loonvrag" die "netto dravermoë" of die "netto vrag" wat 'n voertuig mag dra of sleep ingevolge 'n motortransport- of vrystellingstifikaat wat die Plaaslike Padvervoerraad ingevolge die Motortransportwet, 1930, ten opsigte van sodanige voertuig uitgereik het;

"stukwerk" 'n stelsel waarvolgens verdienste gebaseer word op die hoeveelheid of omvang van die gedane werk;

"gekwalifiseerde werknemer" 'n werknemer wat deur ondervindings daarop geregtig geword het om die volle loon te ontvang wat in hierdie Ooreenkoms voorgeskryf word vir die werk wat hy verrig;

"Sekretaris van die Raad" die Algemene Sekretaris van die Raad en ook 'n assistent-sekretaris van die Raad;

"korttyd" 'n tydelike vermindering in die getal gewone werkeure weens 'n tekort aan werk en/of grondstowwe of 'n algemene onklaarraking van die installasie of masjinerie of die onklaarraking of dreigende onklaarraking van geboue as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand;

"magasynman en/of pakhuisman" 'n werknemer wat algemene beheer oor voorrade het en verantwoordelik is vir die ontvang van goedere in die magasyn en die bêre en hantering daarvan, die aflewering daarvan vanuit die magasyn aan afdelings of versending en/of die verpakking, in die magasyn of pakhuis, en die uitpak daarvan;

"looisektor" die sektor van die Leernywerheid waarin werkgevers en werknemers met mekaar geassosieer is om huide en velle te looi, te dresseer of te bloot;

"weekloon" die geldbedrag wat ingevolge klousule 4 (1) (a) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos in klousule 5 voorgeskryf; met dien verstande—

(i) dat indien 'n werkgever 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n groter bedrag betaal as dié in klousule 4 voorgeskryf, dit sodanige groter bedrag beteken;

(ii) dat die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit op besoldiging betrekking het of dit insluit wat 'n werknemer wat op enige grondslag in klousule 14 bepaal, werksaam is, bo en behalwe die bedrag ontvang het wat hy sou ontvang het as hy nie op dié grondslag in diens geneem was nie;

"wolvelbewerking" bewerking van velle met die wol nog daaraan.

2. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalinge van hierdie Ooreenkoms moet in die landdrostdistrikte die Kaap, Wynberg, Paarl, Stellenbosch, Wellington, Mosselbaai, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal), Witbank, Nigel en Bloemfontein nagekom word deur alle werkgevers wat lede van die werkgewersorganisasies is en in die looisektor van die Leernywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en in daardie sektor werksaam is.

(b) Ondanks die bepalinge van paragraaf (a) is die bepalinge van hierdie Ooreenkoms slegs van toepassing op dié werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op die werkgevers van dié werknemers.

3. DATUM EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel 48 van die Wet vasstel en bly van krag vir die tydperk wat op 30 Junie 1970 eindig of vir dié tydperk wat hy bepaal.

4. LONE EN LOONSKALE

(1) (a) Behoudens die bepalinge van klousules 6 en 20 van hierdie Ooreenkoms mag geen lone wat laer is as dié wat in hierdie klousule voorgeskryf word vir werk wat deur 'n werknemer verrig word, deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie, en elke werkgever moet voorts alle getelsverhoudings of ander voorwaardes nakom wat in hierdie Ooreenkoms voorgeskryf word.

(3) in establishments in which leather goods are also manufactured, for the manufacture from materials other than leather of the articles mentioned in paragraph (1); provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;

(4) for the manufacture of all types of footwear from materials other than leather;

(5) for the manufacture of travelling requisites, including trunks mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof;

"motor vehicle" means a conveyance propelled by other than human or animal power;

"operator" means an employee engaged in feeding leather and/or hides and/or skins into a machine and includes an employee who controls a machine;

"pay-load" means the "net carrying capacity" or the "net load" which a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by the Local Road Transportation Board in terms of the Motor Carrier Transportation Act, 1930;

"piece-work" means any system by which earnings are based on the quantity or output of work done;

"qualified employee" means an employee who has become entitled by experience to receive the full wage prescribed in this Agreement for the operation upon which he is employed;

"Secretary of the Council" means the General Secretary of the Council and includes any assistant secretary of the Council;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to shortage of work and/or raw materials or a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency;

"storeman and/or warehouseman" means an employee who is in general charge of stores and who is responsible for receiving goods into store and the storing and handling of same, the delivery of same out of store to departments or for transit and/or for packing within the store or warehouse and the unpacking thereof;

"tanning section" means the section of the Leather Industry in which employers and employees are associated for the tanning, dressing and/or fellmongering of hides and skins;

"weekly wage" means the amount of money payable to an employee in terms of clause 4 (1) (a) in respect of his ordinary hours of work as prescribed in clause 5: Provided—

(i) that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it means such higher amount;

(ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 14 received over and above the amount which he would have received if he had not been employed on such basis;

"wool-skin processing" means the processing of skins with the wool on.

2. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Paarl, Stellenbosch, Wellington, Mossel Bay, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal), Witbank, Nigel and Bloemfontein, by all employers who are members of the employers' organisations and engaged in the Tanning Section of the Leather Industry and by all employees who are members of the trade unions and employed in that section.

(b) Notwithstanding the provisions of paragraph (a) the terms of this Agreement shall only apply to employees for whom wages are prescribed in this Agreement, and to the employers of such employees.

3. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-eight of the Act, and shall remain in force for the period ending 30 June 1970, or such period as may be determined by him.

4. WAGES AND RATES

(1) (a) Subject to the provisions of clauses 6 and 20 of this Agreement, no employer shall pay and no employee shall accept wages less than those prescribed in this clause in respect of any operation performed by such employee and each employer shall further comply with any ratio or other conditions prescribed in this Agreement.

(b) Behalwe in die geval van 'n nagwag en 'n nagwerker is die lone in hierdie klousule voorgeskryf, betaalbaar vir 'n werkweek van 43 uur en in die geval van 'n nagwag is die loon betaalbaar vir 'n werkweek van 72 uur, en in die geval van 'n nagwerker is die loon betaalbaar vir 'n werkweek van 39 uur. Die werkweek mag nie voor Woensdag in 'n kalenderweek eindig nie.

(2) Alle besoldiging aan 'n werknemer verskuldig moet weekliks voor of op Vrydag en gedurende gewone werkure van die bedryfsinrigting of by diensbeëindiging, indien dit voor die gewone betaaldag van die bedryfsinrigting plaasvind, in kontant betaal word. Die verdienste moet in 'n verseëelde koevert geplaas wees en die naam of nommer en die loonskaal van die werknemer, die datum van besoldiging, die ure gewerk, besonderhede in verband met bedrae wat afgetrek is en die netto bedrag van die verdienste daarin vervat, moet met ink of inktlood daarop aangeteken word en wel soos volg:—

Werknemer.....
 Loonskaal.....
 Besoldiging vir werk op 'n Sondag gedoen.....
 Ure gewerk.....
 Verskuldigde loon.....
 Afrekkings:—
 L.B.S.....
 Werkloosheidsfonds.....
 Siektebystandfonds.....
 Voorsorgfonds.....
 Versekerings- of pensioenfonds.....
 Ledegeld vir Vakvereniging.....
 Heffings van die Raad.....
 Netto verdienste.....
 Werkgewer.....
 Datum.....

(3) Hoegenaamd geen bedrae, uitgesonderd die volgende, mag van die besoldiging aan 'n werknemer verskuldig, afgetrek word nie:—

(a) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgever, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat die werknemer ten tyde van die afwesigheid ten opsigte van sy gewone werkure ontvang het;

(b) met die skriftelike toestemming van die werknemer, bedrae vir verlof-, werkloosheids-, siekte-, versekerings- of pensioenfonds en spaarfonds deur die Raad goedgekeur;

(c) heffings ingevolge klousule 9 van die Ooreenkoms;

(d) 'n bedrag wat 'n werkgever ingevolge 'n wetteregterlike bepaling, ordonnansie, regsproes ten behoeve van 'n werknemer moes betaal en betaal het;

(e) met die skriftelike toestemming van die werknemer, bydraes tot die fondse van 'n geregistreerde vakvereniging;

(f) wanneer die gewone werkure voorgeskryf in klousule 5, verminder word weens korttyd, 'n bedrag ten opsigte van elke uur van sodanige vermindering, afgetrek van die werknemer se weekloon gedeel deur 43 in die geval van 'n dagwerknemer en 39 in die geval van 'n nagwerknemer; met dien verstande dat geen bedrag afgetrek mag word nie—

(i) in die geval van korttyd weens 'n tekort aan werk en/of grondstowwe, tensy die werkgever sy werknemers of individueel of in 'n skriftelike kennisgewing wat opgeplak moet word in die afdeling of afdelings waarin hulle werk, op of voor die dag waarop korttyd gewerk sal word, daarvan in kennis gestel het;

(ii) in die geval van korttyd weens 'n algemene onklaarraking van installasie of masjinerie of onklaarraking of dreigende onklaarraking van geboue weens 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat daar nie gewerk word nie, tensy die werkgever sy werknemer die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie.

Ondanks die bepalinge van hierdie paragraaf mag geen bedrag ten opsigte van korttyd van die loon van 'n nagwag of 'n motorvoertuigbestuurder afgetrek word nie.

(4) 'n Werkgever mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie.

(5) Waar die werk in 'n bedryfsinrigting verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die werkgever die verdienste van elke werknemer aan hom betaal.

(6) Niks in hierdie Ooreenkoms kan die tydloon wat tans betaal word en wat vir 'n werknemer gunstiger is as dié wat in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf word, verminder solank hy in die diens van dieselfde werkgever bly nie.

(b) Except in the case of a night watchman and an employee engaged on night work, the wages laid down in this clause shall be payable for a working week of 43 hours, and in the case of night watchmen, the wages shall be payable for a working week of 72 hours, and in the case of an employee engaged on night work the wages shall be payable for a working week of 39 hours. The working week shall end not earlier than on Wednesday in a calendar week.

(2) All remuneration due to an employee shall be paid in cash weekly not later than on Friday and during ordinary working hours of the establishment or on termination of employment if this takes place before the ordinary pay-day of the establishment. The earnings shall be placed in a sealed envelope on the outside of which the name or number and rate of wages of the employee, the date of payment, the hours worked, details of deductions made and the net amount of earnings contained therein shall be written in indelible pencil or ink in the following manner:—

Employee.....
 Wage rate.....
 Remuneration for work performed on a Sunday.....
 Hours worked.....
 Wages due.....
 Deductions:—
 P.A.Y.E.....
 Unemployment Fund.....
 Sick Benefit Fund.....
 Provident Fund.....
 Insurance or Pension.....
 Trade Union Subscriptions.....
 Council Levies.....
 Net Earnings.....
 Employer.....
 Date.....

(3) No deductions of any kind, other than the following, may be made from the remuneration due to any employee:—

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

(b) with the written consent of the employee, deductions for holiday, unemployment, sick, insurance or pension funds and for savings funds approved by the Council;

(c) levies in terms of clause 9 of the Agreement;

(d) any amount paid by an employer compelled by a statutory enactment, ordinance or legal process to make payment on behalf of an employee;

(e) with the written consent of the employee deductions for contributions to the funds of a registered trade union;

(f) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by 43 in the case of an employee engaged on day work and 39 in the case of an employee engaged on night work; provided that no deduction shall be made—

(i) in the case of short-time arising out of shortage of work and/or raw materials, unless the employer has given his employees notice either individually or in writing posted in the department or departments in which they are employed not later than the day prior to that in which such short-time is to be worked;

(ii) in the case of short-time owing to a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency, in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available.

Notwithstanding the provisions of this paragraph no deduction for short-time shall be made from the wages of a night watchman or a motor vehicle driver.

(4) No premium for the training of an employee shall be charged or accepted by an employer.

(5) Where in any establishment work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.

(6) Nothing in this Agreement shall operate to reduce any time wage at present being paid which is more favourable to an employee than that laid down in this Agreement for such employee while he remains in the service of the same employer.

Per week
R c

A. Geskoolde werk

- (i) Bedieners van splitsmasjiene, wat die instel van en verstelling aan dié masjiene insluit, en wat leer in die kalk- of in die looi stadium of in albei splits.. 29.73
- (a) Leerlinge, volgens ondervinding:—
- | | |
|------------------------|-------|
| Eerste ses maande..... | 14.35 |
| Tweede ses maande..... | 17.94 |
| Derde ses maande..... | 20.50 |
| Vierde ses maande..... | 23.58 |
| Vyfde ses maande..... | 26.65 |
| Daarna..... | 29.73 |
- (b) In elke looiery waarin daar 'n splitsmasjiene geïnstalleer is, moet minstens een splitter teen die volle loon onder A (i) hierbo genoem, in diens wees
- (ii) Bedieners van skaaf- en witmaakmasjiene..... 26.24
- (a) Leerlinge, volgens ondervinding:—
- | | |
|------------------------|-------|
| Eerste ses maande..... | 14.35 |
| Tweede ses maande..... | 18.96 |
| Derde ses maande..... | 21.53 |
| Daarna..... | 26.24 |

B. Halfgeskoolde werk

(a) Werknemers, behalwe dié in (b) en (c) genoem:—

- (i) Werkzaam as eerstegraadse tafelwerkers, d.w.s. wat skuur en witmaak met die hand en skaaf met die hand, wat met die hand spuitwerk verrig en ook werknemers wat opswywerk verrig..... 21.53

Let wel.—„Opsnywerk” beteken die opswy van 'n ongelooide huid in rugsystukke, pensstukke, blad- of rugstukke, maar nie die opswy van die huid in twee systukke nie.

- (ii) Bediener van 'n rek-en-breiwerkmasjiene..... 19.89

- (iii) Bediener van 'n verglansmasjiene, alle tipes fyn-skuurmasjiene, 'n meetmasjiene, 'n soolstofmeetmasjiene, 'n sooluitrolmasjiene, 'n hidrouliese pers, 'n ontveismasjiene, 'n aanklammasjiene, 'n setmasjiene, 'n basfynmaalmasjiene, 'n ont-haarmasjiene, 'n skraapmasjiene, 'n droogmasjiene, 'n oliemasjiene, 'n wasmasjiene, 'n borselmasjiene, 'n stuitmasjiene, 'n opstopmasjiene, 'n gordynbekledingmasjiene, 'n stof-verwyderingsmasjiene, 'n ossileermes, nekvorms-en plooi-setmasjiene en werknemers in diens as tafelwerkers (uitgesonderd eerstegraadse) wat leerbreiersgereedskap of geïmproviseerde leerbreiersgereedskap op enige soort leer gebruik en wat hierdie voornoemde gereedskap gebruik op lyminstallasies, vakuümdrooginstallasie werknemers wat gebreke in leer herstel, pigmentafwerkingskleure meng en pas, vierkante sny, suedebewerking met 'n borsel en/of skuurpapier doen, 'n splitter help om materiaal in die voorkant van 'n splitsmasjiene in te voer, wat 'n mobiele hyswa bedien van die tipe wat vereis dat die drywer op die voertuig sit, en ook werknemers wat leer met die hand (kwas of kussinkie) swart maak, invet, beits, pigmenteer en nabehandel, en vleisskrapers wat die werk met die hand in 'n kalksuur doen..... 18.55

- (b) Leerlinge onder die leeftyd van 18 jaar in diens op werk in paragraaf (a) genoem:—

Volgens ondervinding:—

Eerste ses maande.....	7.18
Tweede ses maande.....	8.87
Derde ses maande.....	11.79

Daarna, indien werkzaam onder—

(i).....	21.53
(ii).....	19.89
(iii).....	18.55

- (c) Leerlinge 18 jaar of ouer in diens vir werk in paragraaf (a) genoem:—

Volgens ondervinding:—

Eerste ses maande.....	11.79
Tweede ses maande.....	13.94

Daarna, indien werkzaam onder—

(i).....	21.53
(ii).....	19.89
(iii).....	18.55

Per week
R c

A. Skilled Operations

- (i) Operators of splitting machines which shall include the setting and adjustments to such machines and the splitting either in the lime or tanned conditions or both..... 29.73
- (a) Learners, according to experience:—
- | | |
|------------------------|-------|
| First six months..... | 14.35 |
| Second six months..... | 17.94 |
| Third six months..... | 20.50 |
| Fourth six months..... | 23.58 |
| Fifth six months..... | 26.65 |
| Thereafter..... | 29.73 |
- (b) In every tannery in which a splitting machine is installed there shall be employed at least one splitter at the full rate under A (i) above.
- (ii) Operators of shaving and whitening machines.... 26.24
- (a) Learners, according to experience:—
- | | |
|------------------------|-------|
| First six months..... | 14.35 |
| Second six months..... | 18.96 |
| Third six months..... | 21.53 |
| Thereafter..... | 26.24 |

B. Semi-skilled Operations

(a) Employees other than those specified in (b) and (c):—

- (i) Employed as first grade table hands, i.e. hand buffers and whiteners, hand shavers, hand sprayers and employees employed on rounding 21.53

Note.—„Rounding” is the cutting up of untanned hide into bends, bellies, shoulders or backs, but does not include cutting a hide into two sides.

- (ii) Operator of a staking machine..... 19.89

- (iii) Operator of glazing, all types of buffing, measuring, sole substance measuring, sole rolling, hydraulic press, fleshing, sammying, setting, bark milling, unhairing, scudding, seasoning, oiling, washing, brushing, spraying, padding, curtain coating, dust removal, oscillating knife, necking and wrinkle setting machines and employees employed as table hands (other than first grade) who are using currier's tools or improvised currier's tools on any class of leather and who are using these aforementioned tools on pasting plants or vacuum drying plants, employees engaged on repairing defects in leather, mixing and matching of pigment finish colours, square cutting, sueding by brush and/or emery paper, assisting a splitter in feeding into the front of a splitting machine, operating a mobile hoist truck of the type which requires the driver to be on the vehicle and employees employed on blackening, greasing, staining, pigmenting and seasoning leather by hand (brush or pad) and as limeyard hand fleshers..... 18.55

- (b) Learners under the age of 18 years employed on operations specified in paragraph (a):—

According to experience:—

First six months.....	7.18
Second six months.....	8.87
Third six months.....	11.79

Thereafter, if employed under—

(i).....	21.53
(ii).....	19.89
(iii).....	18.55

- (c) Learners of the age of 18 years or over employed on operations specified in paragraph (a):—

According to experience:—

First six months.....	11.79
Second six months.....	13.94

Thereafter, if employed under—

(i).....	21.53
(ii).....	19.89
(iii).....	18.55

Per week
R c

Getalsverhouding.—Hoogstens een leerling wat 'n laer loon ontvang as die volle loon wat vir sy beroep voorgeskryf word, mag in diens geneem word vir elke drie of gedeelte van drie werknemers wat die volle loon vir halfge-skoolede werk ontvang.

„Gedeelte van drie” beteken 'n res van minstens een nadat die totale getal werknemers wat volle lone ontvang, deur drie gedeel is.

C. Ongeskoolde werk

(i) Werknemers oor 18 jaar:—

(a) Wat skaapvelle waarop daar nog wol is, skraap, skoonsny, spalk, regsyn, sagskraap en/of die vleis daarvan afskraap..... 10.76

Let wel.—„Skoonsny” beteken die regsyn-werk wat skrapers op die blok verrig deur die stukkie vleis te verwyder wat, nadat die vleis afgeskraap is, nog aan die kante van die hude hang.

(b) Wat olie-, vleiswas-, alle skuurwerk en ongeskoolede arbeid in die kalkskure, looiskure en trommelskure verrig en alle laai- en aflaai-werk doen en die velle waaraan daar nog wol of hare is, was, en ongeskoolede arbeid verrig by die vervaardiging van pomp-, dop-, L-, ram-, U-, V-, of ander soorte hidrouliese leerpakstukke..... 10.25

(c) Wat as algemene arbeiders werk..... 10.25

(d) Wat rou hude of velle in lotte stempel..... 11.84

(ii) Werknemers onder 18 jaar..... 7.18

Let wel.—Alle lone voorgeskryf in paragrawe (i) en (ii) van Bylae C (ongeskoolde werk) sluit in 'n „toelae vir vuilwerk” van 25c per week wat in 1945 deur die Arbitrer toegeken is.

Getalsverhouding.—Hoogstens twee werknemers onder 18 jaar mag vir ongeskoolede werk in 'n bedryfsinrigting werk.

D. Wolveilverwerkingsmasjiene bedien en werksaamhede nie elders vermeld nie

(a) Stryk en skeer..... 16.30

(b) Kaarding..... 10.76

E. Afdelings vir die sny van randsooltjies, randjies en veters

(a) Bedieners van splits-, gladsny-, sny-, groef- en skuins-snymasjiene..... 17.02

(b) Alle ander werksaamhede..... 10.76

F. (i) Magasynmanne en/of pakhuismanne, versendingsklerke..... 17.02

(ii) Assistent-magasynmanne en/of assistent-pakhuismanne..... 15.07

G. Motorvoertuigbestuurders

Werkzaam op voertuie met 'n loonvrag van tot en met 3 ton..... 18.55

Werkzaam op voertuie met 'n loonvrag van meer as 3 ton maar hoogstens 5 ton..... 21.12

Werkzaam op voertuie met 'n loonvrag van meer as 5 ton..... 23.47

H. Ketelbediener..... 11.84

I. Nagwagte..... 15.07

J. Dagwagte..... 11.84

K. Faktotums..... 15.07

(7) (a) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die beginloon van 'n werknemer wat bevorder word tot of weer in diens geneem word vir werk waarvoor 'n leerskapskaal voorgeskryf is, en waarvoor 'n hoër loon voorgeskryf is as die loon vir die werk waarin hy werksaam is of was, is dié kerf van die leerlingskapskaal van die nuwe werk wat naamlik onmiddellik hoër is as die loon wat hy ontvang of ontvang het, en daarna vorder hy ooreenkomstig die leerskapskaal vir die nuwe werk.

(b) Die bepalings van subklousule (a) geld nie vir 'n werknemer wat weer in diens geneem word vir 'n sekere werk en daarna bevorder word tot 'n werk ten opsigte waarvan hy voorheen die skaal vir gekwalifiseerdes ontvang het nie.

(8) By bewyslewering, wat vir die werkgever bevredigend is, van die dood van 'n werknemer moet die werkgever aan dié afhanklike van die afgestorwe werknemer wat hy geskik ag, dié vergoeding betaal wat opgeloop het maar wat op die sterfdatum nie aan die werknemer betaal is nie, en die boedel van die afgestorwe werknemer het geen eis teen die werkgever nie.

Per week
R c

Ratio.—Not more than one learner receiving less than the full rate prescribed for his occupation may be employed to each three or part of three employees on semi-skilled operations receiving the full rate.

“Part of three” shall mean a remainder of not less than one after the total number of employees receiving full rates has been divided by three.

C. Unskilled Operations

(i) Employees over the age of 18 years:—

(a) Employed on scudding, cobbing, tacking, toggling, trimming, breaking and/or fleshing sheepskins with wool on..... 10.76

Note.—“Cobbing” means the trimming by scudders on the beam of the loose fleshings hanging from the edges of the hides after fleshing.

(b) On oiling, fleshwashing and all shed work, on unskilled labouring operations in the lime yard, tan yard, drum house and on all loading and off-loading work and washing skins with the wool or hair on and employees engaged on unskilled labouring operations in the manufacture of pump, cup, hat, ram, U, V, or other type of hydraulic leathers..... 10.25

(c) General labourers..... 10.25

(d) Batch stamping of raw hides or skins..... 11.84

(ii) Employees under the age of 18 years..... 7.18

Note.—All wages prescribed in paragraphs (i) and (ii) of Schedule C (Unskilled Operations) are inclusive of a “dirt allowance” at the rate of 25c per week as awarded by the Arbitrator in 1945.

Ratio.—Not more than two employees under the age of 18 years may be employed on unskilled operations in any establishment.

D. Wool skin processing machines and operations not elsewhere specified

(a) Ironing and shearing..... 16.30

(b) Carding..... 10.76

E. Welting, randing and lace cutting departments

(a) Operators of splitting, skiving, cutting, grooving and bevelling machines..... 17.02

(b) All other operations..... 10.76

F. (i) Storemen and/or warehousemen, despatch clerks.. 17.02

(ii) Assistant storeman and/or assistant warehousemen 15.07

G. Motor vehicle drivers

Employed on vehicles of a payload of up to and including 3 tons..... 18.55

Employed on vehicles of a payload of over 3 tons but not exceeding 5 tons..... 21.12

Employed on vehicles of a payload of over 5 tons... 23.47

H. Boiler attendant..... 11.84

I. Night watchmen..... 15.07

J. Day watchmen..... 11.84

K. Handymen..... 15.07

(7) (a) Notwithstanding anything to the contrary contained in this Agreement, the commencing wage of an employee who is promoted to or re-engaged on an operation for which a learnership scale is prescribed, and for which a higher wage is prescribed than the wage for the operation on which he is or was employed, shall be that notch of the learnership scale of the new operation which is immediately higher than the wage he is or was receiving, and he shall, thereafter, progress according to the learnership scale for the new operation.

(b) The provisions of subclause (a) shall not apply to an employee who is re-engaged and subsequently promoted to an operation in respect of which he previously received the qualified rate.

(8) On proof, satisfactory to the employer of the death of an employee, the employer shall pay to such dependant of the deceased employee as he may deem fit, any remuneration which has accrued to but which, at the date of death, has not been paid to such employee and the estate of the deceased employee shall have no claim on the employer.

5. WERKURE

(1) Behoudens andersluidende bepalinge in hierdie Ooreenkoms mag 'n werkgewer nie van 'n werknemer, uitgesonderd 'n werknemer wat uitsluitlik as 'n nagwagwerk, vereis of hom toelaat—

(a) om langer as 43 uur, uitgesonderd etenstye, in 'n bepaalde week te werk nie; of

(b) langer as agt uur, uitgesonderd etenstye, op 'n bepaalde dag te werk nie; met dien verstande dat daar in 'n bedryfsinrigting waarin—

(i) die gewone werkure op een dag in elke week hoogstens vyf is, van 'n werknemer vereis of hy toegelaat mag word om vir 'n addisionele tydperk van hoogstens 'n halfuur op elk van die ander dae in die week te werk; of

(ii) die werknemers gewoonlik hoogstens vyf dae in die week werk, van 'n werknemer vereis of hy toegelaat mag word om op enige werkdag 'n addisionele tydperk van hoogstens een uur en 15 minute te werk; of

(c) om 'n onafgebroke tydperk van langer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie; met dien verstande—

(i) dat 'n werkgewer, by onderlinge ooreenkoms met minstens 75 persent van sy werknemers, die tydperk van sodanige etenspouse tot minstens 'n halfuur kan verminder, en in dié geval en nadat die werkgewer 'n verklaring van sodanige ooreenkoms by die Distrikskomitee vir sy gebied ingedien het, kan die etenspouse aldus verminder word;

(ii) dat werktidperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd wanneer voorbehoudsbepaling (i) geld, as deurlopend beskou moet word;

(iii) dat indien sodanige pouse langer as een uur duur, enige tydperk wat langer as een en 'n kwart uur is, as tyd wat gewerk is, beskou moet word;

(iv) dat wanneer 'n werkgewer enige bepaalde dag as gevolg van oortydwerk aan 'n werknemer 'n tweede etenspouse moet toestaan, dié pouse op versoek van die werknemer tot 15 minute verminder kan word, solank die totale tydperk wat die werknemer ná die eerste etenspouse van die dag werk, nie langer as sewe uur duur nie, en dié tweede pouse kan geag word nie deel van die gewone werkure of oortyd uit te maak nie; of

(d) om, indien dit 'n vrou is, gedurende die volgende tye te werk nie:—

(i) tussen 6 nm. en 6 vm.; of

(ii) ná 1 nm. op meer as vyf dae in 'n week.

(2) By die toepassing van paragraaf (a) van subklousule (1) word 'n werknemer wat nie op 'n vakansiedag in paragraaf (a) van subklousule (7) van klousule 7 bedoel, werk nie, of wat op dié vakansiedag minder werk as sy gemiddelde gewone werkure vir daardie dag van die week waarop sodanige vakansiedag val, geag sy gemiddelde gewone werkure op daardie dag te gewerk het.

(3) Die gewone werkure van 'n nagwag mag hoogstens 72 uur per week wees, en aan sodanige nagwag moet een vry nag in elke sewe agtereenvolgende nagte toegestaan word.

(4) Ondanks die bepalinge van paragraaf (a) van subklousule (1) mag die werkure van 'n nagwerknemer in 'n bedryfsinrigting waarin twee of meer skofte gewerk word, hoogstens 39 uur in 'n bepaalde week wees; met dien verstande dat 'n werknemer wat skofwerk verrig en wie se gewone werkure minder as 43 uur duur in die geval van 'n dagwerknemer en minder as 39 uur in die geval van 'n nagwerknemer, by die toepassing van klousule 4 (1) (b) geag word onderskeidelik 43 en 39 uur te gewerk het.

(5) 'n Werknemer wat skofwerk verrig mag nie toegelaat of verplig word om langer as een week op 'n keer op dieselfde skof te bly nie, en 'n nagwerknemer mag nie toegelaat of verplig word om langer as twee weke op 'n keer nagwerk te verrig nie.

(6) (a) Elke werkgewer moet die Raad binne 'n maand vanaf die datum waarop die Ooreenkoms in werking tree, skriftelik in kennis stel van die begin- en ophoutyd van elke sektor of elke afdeling van sy bedryfsinrigting.

(b) Elke werkgewer wat voornemens is om af te wyk van die tye in paragraaf (a) bedoel, moet die Raad minstens sewe dae voor die datum waarop hy voornemens is om aldus daarvan af te wyk, skriftelik daarvan in kennis stel.

(7) As daar op 'n bepaalde dag nie van die werknemers vereis word om vir diens by 'n bedryfsinrigting teenwoordig te wees nie, moet hulle voor dié dag individueel of per kennisgewing, opgeplak in die afdeling of afdelings waarin hulle werk, verwittig word dat hul dienste nie nodig sal wees nie.

5. HOURS OF WORK

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than one exclusively employed as a night watchman—

(a) to work for more than 43 hours, excluding meal times in any one week; or

(b) to work for more than eight hours, excluding meal times, on any one day; provided that in any establishment in which—

(i) one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or

(ii) the employees do not ordinarily work on more than five days in the week, an employee may on any workday be required or permitted to work for an additional period not exceeding one and a quarter hours; or

(c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided—

(i) that an employer may, by mutual arrangement with not less than 75 per cent of his employees, reduce the period of such meal interval to not less than half an hour, and in that event and after the employer has lodged a statement of such agreement with the District Committee for his area, the meal interval may be so reduced;

(ii) that periods of work interrupted by intervals of less than one hour, except when proviso (i) applies, shall be deemed to be continuous;

(iii) that, if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;

(iv) that, when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to 15 minutes, so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours, and such second interval may be deemed not to be part of the ordinary hours of work or overtime; or

(d) who is a female, to work—

(i) between six o'clock p.m. and six o'clock a.m.; or

(ii) after one o'clock p.m. on more than five days in any week.

(2) For the purposes of paragraph (a) of subclause (1) an employee who does not work on any holiday referred to in paragraph (a) of subclause (7) of clause 7 or who on such holiday works less than his average ordinary working hours for that day of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

(3) The ordinary hours of work for a night watchman shall not exceed 72 hours per week and such night watchman shall be allowed one night off in seven consecutive nights.

(4) Notwithstanding the provisions of paragraph (a) of subclause (1), the hours of work of an employee engaged on night work in an establishment in which two or more shifts are worked shall not exceed 39 hours in any one week, provided that an employee who is engaged on shift work and whose ordinary hours of work are less than 43 hours in the case of an employee engaged on day work and less than 39 hours in the case of an employee engaged on night work, shall, for the purpose of clause 4 (1) (b) be deemed to have worked 43 hours or 39 hours respectively.

(5) An employee engaged on shift work shall not be required or permitted or remain on the same shift for a period exceeding one week at any one time and an employee engaged on night work shall not be required or permitted to remain on night work for a period exceeding two weeks at any one time.

(6) (a) Every employer shall, within one month from the date on which the Agreement comes into operation, furnish the Council, in writing, with the starting and finishing times of each section or each department of his establishment.

(b) Every employer who proposes to vary the times referred to in paragraph (a) shall notify the Council, in writing, not less than seven days prior to the date on which he proposes to make such variation.

(7) If employees are not required to attend at an establishment on any day they shall be informed individually or by notice posted in the department or departments in which they are employed prior to such day, that their services will not be required.

Indien nie aldus in kennis gestel nie, is werknemers wat op die gewone begintyd by die bedryfsinrigting vir werk opdaag, geregtig om minstens 'n halfdag te werk of, in plaas daarvan, 'n halfdag se besoldiging te ontvang.

Werknemers wat in die namiddag by die bedryfsinrigting vir werk opdaag, is geregtig om twee uur te werk of, in plaas daarvan, twee uur se loon te ontvang, tensy die werkgewer in die voormiddag kennis gegee het van sy voorneme om hulle nie te laat werk nie.

(8) Onderstaande rustydsperke moet aan elke werknemer toegestaan en as tyd gewerk, gereken word:—

(a) Maandae tot Saterdag, 'n tydperk van minstens 10 minute in die voormiddag, mits daar een uur gewerk is;

(b) Maandae tot Vrydae, 'n tydperk van minstens 10 minute elke namiddag, mits daar een uur ná die etenspouse gewerk is; met dien verstande dat ingeval die werkgewer en minstens 75 persent van sy werknemers ooreenkom om geeneen of beide die ruspouses na te kom nie, van sodanige ruspouse of -pouses afgesien kan word nadat 'n verklaring van sodanige ooreenkoms ingedien is by die Distrikskomitee vir die betrokke gebied, en in daardie geval word die gewone werkure vir elke dag pro rata verminder; voorts met dien verstande dat die tyd wat nie as ruspouse geneem is nie, desondanks geag word deel van die gewone werkure uit te maak en daarvoor betaal word asof sodanige ruspouses nagekom was.

(9) Indien werknemers aan die einde van werkte moet "uitklok" moet die werkgewer fasiliteite verskaf wat die werknemers in staat stel om die bedryfsinrigting te verlaat op die regte tyd waarop die werk gestaak moet word.

(10) Ondanks andersluidende bepalings in hierdie Ooreenkoms sluit die werkure van 'n motorvoertuigbestuurder alle tydperke in waarin daar bestuur word en ook alle tyd wat hy aan ander werk in verband met die voertuig of vrag bestee en alle tyd wat 'n werknemer verplig is om op sy pos gereed te bly om te bestuur, maar nie ook etenstye nie.

6. OORTYD

(1) Ondanks die bepalings van paragrawe (a) en (b) van subklousule (1) van klousule 5, en subklousule (4) van klousule 5 en behoudens hierdie klousule, mag 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk, in 'n bepaalde week, van hoogstens—

(a) 10 uur; of

(b) 'n getal ure (wat meer as 10 mag wees) wat die Raad vasgestel het in 'n skriftelike kennisgewing aan die werkgewer, waarin die werknemer of klas werknemer ten opsigte van wie die kennisgewing van toepassing is asook die tydperk waarvoor en die voorwaardes waarop dit geldig is, uitdruklik genoem word;

met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar toelaat om oortyd soos volg te werk nie:—

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

(b) op meer as drie agtereenvolgende dae;

(c) op meer as 60 dae in 'n jaar;

(d) ná voltooiing van haar gewone werkure, langer as een uur op 'n dag, tensy hy—

(i) aan dié werknemer 'n toereikende ete verskaf het voordat sy met die oortydwerk moet begin; of

(ii) die werknemer die toelae voorgeskryf in die Regulasies van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, betyds genoeg betaal het om 'n ete te bekom voordat daar met die oortydwerk begin moet word.

(2) Van geen werknemer mag vereis word om oortyd te werk nie tensy die werkgewer die werknemer op die dag voordat daar oortyd gewerk word, daarvan in kennis gestel het.

(3) Behoudens die bepalings van subklousule (4) hiervan, moet 'n werknemer, uitgesonderd 'n nagwag, vir elke uur of gedeelte van 'n uur wat hy vóór sy gewone begintyd of ná sy gewone ophoutyd werk, soos volg besoldig word:—

(a) Sy uurloon, plus 33 en een derde persent, op enige dag van Maandag tot Vrydag en/of Saterdagoggend;

(b) sy uurloon, plus 50 persent, op 'n Saterdagmiddag.

(4) As dit in 'n bedryfsinrigting gebruikelik is om die gewone werkweek van 43 uur tussen Maandag en Vrydag te voltooi, moet elke werknemer, uitgesonderd 'n nagwag, van wie daar vereis word om op Saterdagoggend te werk, vir elke uur of deel van 'n uur aldus gewerk, een en 'n derde maal sy uurloon betaal word, ongeag die ure wat werklik tussen Maandag en Vrydag gewerk is.

If not so informed, employees attending at the establishment at the ordinary starting time shall be entitled to be employed for at least one-half day or to receive a half day's pay in lieu thereof.

Employees attending at the establishment in the afternoon shall be entitled to work two hours or to receive two hours' pay in lieu thereof, unless notice of intention not to work shall have been given by the employer during the morning.

(8) The following rest periods shall be allowed to each employee and shall be reckoned as time worked:—

(a) Mondays to Saturdays, a period of not less than 10 minutes in the morning provided that one hour has been worked;

(b) Mondays to Fridays, a period of not less than 10 minutes each afternoon provided that one hour has been worked after the lunch interval;

provided that in the event of the employer and not less than 75 per cent of his employees agreeing not to observe one or both of the rest intervals, such rest interval or intervals may be dispensed with after a statement of such agreement has been lodged with the District Committee for the area concerned and in that event the ordinary hours of work for each day shall be reduced pro rata: Provided further that the time not taken as rest intervals shall nevertheless be deemed to be part of the ordinary hours of work and paid for as if such rest intervals had been observed.

(9) Where employees are called upon to "clock out" at the end of working periods, the employer shall provide facilities to enable employees to leave the establishment at the correct time at which work is to cease.

(10) Notwithstanding anything to the contrary contained in this Agreement, the hours of work of a motor vehicle driver shall include all periods of driving and any time spent on other work connected with the vehicle or the load and all periods during which an employee is obliged to remain at his post in readiness to work but shall not include meal times.

6. OVERTIME

(1) Notwithstanding the provisions of paragraphs (a) and (b) of subclause (1) of clause 5, and subclause (4) of clause 5 and save as is provided in this clause, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

(a) 10 hours; or

(b) a number of hours (which may exceed 10) fixed by the Council by notice, in writing, to the employer, specifying the employee or the class of employee, in respect of whom the notice is applicable, and the period for which and the condition under which it shall be valid;

provided that 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 60 days in any year;

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

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

(ii) paid such employee the allowance prescribed in the Regulations to the Factories, Machinery and Building Work Act, 1941, in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(2) No employee shall be required to work overtime unless notice has been given by the employer to such employee the day prior to such overtime being worked.

(3) Except in the case of night watchmen, an employee who works before his usual starting time or after his usual finishing time shall, subject to the provisions of subclause (4) hereof, for each hour or part of an hour so worked, be paid if employed—

(a) on any day from Monday to Friday and/or Saturday morning inclusive, his hourly wage, plus thirty-three and one third per cent;

(b) on Saturday afternoon, his hourly wage, plus fifty per cent.

(4) When it is customary for any establishment to complete its normal working week of 43 hours between Monday and Friday any employee, other than a night watchman required to work on a Saturday morning shall be paid for each hour or part of an hour so worked, one and one-third times his hourly wage irrespective of the number of hours actually worked between Monday and Friday.

(5) Wanneer 'n werknemer op 'n Sondag werk, moet sy werk-gewer—

(a) dié werknemer of soos volg betaal—

(i) as hy vir 'n tydperk van hoogstens vier uur aldus werk, minstens die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) as hy vir 'n tydperk van langer as vier uur aldus werk, besoldiging teen 'n skaal van minstens dubbel sy gewone skaal, ten opsigte van die totale tydperk op dié Sondag gewerk, of besoldiging minstens gelyk aan dubbel die gewone besoldiging minstens gelyk aan dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, nl. die grootste bedrag; of

(b) dié werknemer besoldig teen minstens een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk wat op dié Sondag gewerk is, en om binne sewe dae ná sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan teen minstens sy gewone loon besoldig asof hy op die vakansiedag sy gewone gemiddelde werkure vir daardie dag van die week gewerk het.

(6) As 'n werknemer op 'n ander grondslag besoldig word as volgens die tyd wat hy werklik gewerk het, moet sy gewone besoldiging, by die toepassing van hierdie klousule, bereken word asof hy per uur besoldig word en moet dit op enige datum vasgestel word deur sy totale besoldiging gedurende die drie maande onmiddellik vóór daardie datum, of gedurende die totale tydperk van sy diens by die betrokke werkgever, nl. die kortste tydperk, te deel deur die getal ure wat hy gewerk het gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

(7) 'n Nagwag wat langer as 12 agtereenvolgende ure op diens is, moet vir dié ekstra tyd teen sy uurloon plus 33 en een derde persent besoldig word. 'n Nagwag wat op diens is gedurende die nag wat hy vry behoort te wees, moet teen dubbel sy uurloon besoldig word.

7. VAKANSIEDAE EN JAARLIKSE VERLOF

(1) Elke werkgever moet sy bedryfsinrigting elke jaar voor of op 24 Desember vir 'n tydperk van minstens twee agtereenvolgende weke en twee dae sluit en aan elk van sy werknemers verlof van minstens twee agtereenvolgende weke en twee dae toestaan en so 'n werknemer voor of op die laaste werkdag voor die aanvang van die verlof, verloftoelae ten opsigte van elke maand diens by hom betaal, wat gelyk is aan een-twaalfde van die loon wat die werknemer in twee weke en twee dae by die werkgever sou verdien; met dien verstande dat—

(a) die tydperk van dié verlof nie mag saamval nie met 'n diensopseggingstermyn ten opsigte van die diensbeëindiging van die werknemer of met 'n tydperk waarin hy militêre opleiding ondergaan; en

(b) as 'n openbare vakansiedag in subklousule (7) van hierdie klousule bedoel, binne die tydperk van die verlof val, die openbare vakansiedag as 'n verdere tydperk van verlof by genoemde tydperk gevoeg moet word en die werknemer ten opsigte van dié vakansiedag, tesame met die verloftoelae, 'n bedrag betaal moet word gelyk aan een-vyfde van sy weekloon vir elke sodanige openbare vakansiedag wat binne genoemde verloftydperk val.

Let wel.—By die berekening van die verlofbesoldiging ingevolge hierdie klousule verskuldig, word besoldiging vir "twee dae" geag twee-vyftes van die weekloon te wees.

(2) By diensbeëindiging moet die werkgever die bedrag van die verloftoelae wat op die datum van die beëindiging verskuldig en bereken is soos in subklousule 1 bepaal, aan die werknemer betaal.

(3) Diens vir 'n halwe maand of meer moet by die berekening van die verloftoelae wat ingevolge subklousules (1) en (2) betaalbaar is, geag word diens vir 'n volle maand te wees, en "n halwe maand" bereken 'n tydperk van 15 agtereenvolgende kalenderdae, afgesien van werkdag.

(4) (a) As die diens van 'n werknemer te eniger tyd gedurende Desember beëindig word, moet hy die verlofbesoldiging, bereken ooreenkomstig die bepaling van subklousule (1), vir daardie maand ontvang.

(b) As 'n werknemer kennis van diensbeëindiging gee gedurende die week voor die week waarin die fabriek gesluit word, is hy nie daarop geregtig om addisionele verlofbesoldiging van een-twaalfde vir die maand Desember te ontvang nie.

(c) As 'n werknemer só kennis van diensbeëindiging gee dat die beëindiging van sy diens met die sluiting van die fabriek saamval, is hy daarop geregtig om die verlofbesoldiging van een-twaalfde vir die maand Desember te ontvang.

(5) Whenever an employee works on a Sunday his employer shall either—

(a) pay to the employee—

(i) if he works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week day; or

(ii) if he so works for a period exceeding four hours, remuneration at a rate of not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week day, whichever is the greater; or

(b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(6) Whenever an employee is remunerated on a basis other than in accordance with time actually worked by him, his ordinary rate of remuneration shall, for the purpose of this clause, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

(7) A night watchman who is on duty for time in excess of 12 consecutive hours shall for such excess time be paid at the rate of his hourly wage plus 33 and one-third per cent. A night watchman who is on duty on his night off shall be paid at double the rate of his hourly wage.

7. HOLIDAYS AND ANNUAL LEAVE

(1) Every employer shall, not later than 24 December of each year, close his establishment for a period of not less than two consecutive weeks and two days and grant to each of his employees other than a night watchman, leave of absence of not less than two consecutive weeks and two days and pay to such employee not later than the last working day before the commencement of such leave as a leave allowance an amount equal to one-twelfth of the wages he would earn in two weeks and two days for each month of employment with the employer; provided that—

(a) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, or is undergoing military training; and

(b) if any public holiday referred to in subclause (8) of this clause falls within the period of such leave, such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday, at the same time as the leave allowance, an amount equal to one-fifth of his weekly wage for each such public holiday falling within the said period of leave.

Note.—For the purpose of calculating the leave pay due in terms of this clause the pay for "two days" shall be two-fifths of the weekly wage.

(2) Upon termination of employment, the employer shall pay to the employee the amount of leave allowance due as at the date of such termination, calculated as provided in subclause (1).

(3) Employment for half a month or over shall be reckoned as employment for a full month for the purpose of calculating the leave allowance payable in terms of subclauses (1) and (2) and "half a month" shall mean any period of 15 consecutive calendar days, irrespective of working days.

(4) (a) If an employee's service is terminated at any time during the month of December he shall receive the full holiday pay calculated in terms of subclause (1) for that month.

(b) If an employee gives notice of termination of service during the week prior to the closing of the factory he shall not be entitled to receive the additional one-twelfth holiday pay for the month of December.

(c) If an employee gives notice of termination of service coinciding with the closing of the factory he shall be entitled to receive the one-twelfth holiday pay for the month of December.

(5) (a) Ondanks die bepalinge van subklousule (1) moet 'n werkgewer aan 'n nagwag 21 agtereenvolgende kalenderdae verlof toestaan ten opsigte van elke voltooide tydperk van 12 maande diens en dié werknemer minstens drie maal die weekloon betaal waarop hy vanaf die eerste dag van die verlof geregtig is.

(b) Die verlof bedoel in paragraaf (a) moet op of voor die 24ste dag van Desember elke jaar toegestaan word; met dien verstande dat as enige van die openbare vakansiedae opgenoem in subklousule (8) van hierdie klousule binne dié verlof val, dié openbare vakansiedag by genoemde verlof gevoeg moet word as verdere verlof en moet die werknemer ten opsigte van dié openbare vakansiedag tegelykertyd met die verloftoelae, 'n bedrag betaal word gelykstaande aan die loon wat hy sou verdien het as hy op dié openbare vakansiedag sy gewone gemiddelde daaglikse werkure gewerk het.

(c) 'n Nagwag wie se diens eindig gedurende enige 12 maande diens voordat die verlof wat ten opsigte van daardie tydperk in paragraaf (a) voorgeskryf word, opgeloopt het, moet by diensbeëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van dié diens, minstens 'n kwart van die weekloon betaal word wat hy onmiddellik voor die datum van die diensbeëindiging ontvang het.

(6) Die verlof ingevolge subklousules (1), (2) en (5) betaalbaar, moet bereken word teen die besoldiging wat die werknemer ontvang het onmiddellik voor die datum met ingang waarvan sy verlof toegestaan is of waarop sy diens beëindig word, na gelang van die geval, en subklousule (6) van klousule 6 is *mutatis mutandis* van toepassing.

(7) Enige tydperk wat 'n werknemer—

- (a) ingevolge subklousules (1) en (5) met verlof is;
- (b) militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan;
- (c) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (d) weens siekte of 'n bevalling van die werk afwesig is;

word geag diens te wees by die toepassing van subklousules (1), (2) en (5); met dien verstande dat die bepalinge van paragraaf (d) nie ten opsigte van enige tydperk van afwesigheid weens siekte van langer as drie agtereenvolgende dae van toepassing is nie as die werknemer versuim om, nadat die werkgewer hom aldus versoek het, aan die werkgewer 'n sertifikaat van 'n mediese praktisyn voor te lê wat meld dat hy deur siekte verhinder is om sy werk te doen, of ten opsigte van daardie deel van die totale tydperk van afwesigheid van langer as 30 dae gedurende enige 12 maande diens.

(8) (a) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag, Kersdag, Tweede Kersdag en Nuwejaarsdag is vakansiedae met volle besoldiging; met dien verstande dat, as 'n werknemer op enige van dié dae werk, sy werkgewer hom ten opsigte van die totale tydperk op so 'n dag gewerk, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie, 'n besoldiging van minstens sy gewone loon moet betaal.

(b) As 'n werknemer se diens eindig gedurende die week waarin Goeie Vrydag val, moet aan hom, benewens enige ander besoldiging wat aan hom verskuldig is, twee dae se loon betaal word ten opsigte van Goeie Vrydag en Paasmaandag.

(c) As enige van die openbare vakansiedae in subklousule (a) van hierdie klousule bedoel, op 'n Saterdag val, moet die loon vir dié vakansiedag bereken word teen een-vyfde van die gewone weekloon.

(d) As 'n werknemer se diens gedurende die maand Desember eindig moet aan hom, benewens enige ander besoldiging wat aan hom verskuldig is, een dag se loon betaal word ten opsigte van elkeen van die openbare vakansiedae, nl. Gelofte-dag, Kersdag, Tweede Kersdag en Nuwejaarsdag, ten opsigte waarvan hy nie reeds besoldig is nie, en die loon wat vir dié vakansiedae betaalbaar is, word bereken teen vier-vyfdes van die gewone weekloon.

(9) Voordat 'n werkgewer sy bedryfsinrigting sluit vir die jaarlikse tydperk in subklousule (1) van hierdie klousule bedoel, moet hy—

- (a) sy werknemer minstens 30 dae vooraf kennis gee van die voorlopige sluitingsdatum; en
- (b) sy werknemers minstens 14 dae vooraf kennis gee van die werklike datum waarop die bedryfsinrigting sal sluit en van die tydperk waarin daar nie van die werknemers vereis sal word om te werk nie.

Die kennisgewings hierbo bedoel moet skriftelik wees en moet deur die werkgewer opgeleek word op 'n plek wat vir sy werknemers maklik toeganklik is.

(5) (a) Notwithstanding the provisions of subclause (1) an employer shall, in the case of a night watchman, grant to such an employee 21 consecutive calendar days' leave in respect of each completed period of 12 months of employment and shall pay such employee an amount of not less than three times the weekly wage to which he is entitled as from the first day of the leave.

(b) The leave prescribed in paragraph (a) shall be granted not later than the twenty-fourth day of December of each year; provided that if any public holiday referred to in subclause (8) of this clause falls within the period of such leave such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday at the same time as the leave allowance, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

(c) A night watchman whose employment terminates during any period of 12 months of employment before the period of leave prescribed in paragraph (a) in respect of that period has accrued, shall, upon termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than one-fourth of the weekly wage he was receiving immediately before the date of such termination.

(6) The amount of the leave allowance payable in terms of subclauses (1), (2) and (5) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date from which his leave is granted or on which his employment is terminated, as the case may be; and the provisions of subclause (6) of clause 6 shall, *mutatis mutandis*, apply.

(7) Any period during which an employee—

- (a) is on leave in terms of subclauses (1) and (5);
- (b) undergoes military training in pursuance of the Defence Act, 1957;
- (c) is absent from work on the instructions or at the request of his employer;

(d) is absent from work owing to illness or confinement;

shall be deemed to be employment for the purpose of subclauses (1), (2) and (5); provided that the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee fails, after a request for such a certificate by the employer, to submit to the employer a certificate from a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any 12 months of employment which is in excess of 30 days.

(8) (a) Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day and New Year's Day shall be holidays on full pay; provided that whenever an employee works on any of these days his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day in addition to the remuneration to which he would have been entitled had he not so worked.

(b) If an employee's service terminates during the week in which Good Friday falls he shall, in addition to any other remuneration due to him be paid two days' pay in respect of Good Friday and Easter Monday.

(c) If any of the public holidays referred to in subclause (a) of this clause falls on a Saturday the pay for such holiday shall be calculated at the rate of one-fifth of the normal weekly wage.

(d) If an employee's service terminates during the month of December, he shall be paid in addition to any other remuneration due to him, one day's pay in respect of each of the public holidays; Day of the Covenant, Christmas Day, Boxing Day and New Year's Day, in respect of which no payment has already been made to him, and the wages payable for such holidays shall be calculated at the rate of four-fifths of the normal weekly wage.

(9) An employer prior to closing his establishment for the annual period referred to in subclause (1) of this clause shall—

- (a) give his employees at least 30 days' notice of the provisional date of closing; and
- (b) give his employees at least 14 days' notice of the actual date upon which the establishment will close and the period during which employees will not be required to work.

The notices referred to above shall be, in writing, and shall be posted by the employer in a place readily accessible to his employees.

(10) Tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, mag die verloftydperk in subklousules (1) en (5) bedoel nie met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, saamval nie.

8. WERKPLEK

(1) Geen werkgever mag van 'n werknemer vereis of toelaat om op 'n ander plek as in sy gewone bedryfsinrigting werk in die Nywerheid te verrig nie.

(2) 'n Werknemer mag nie, terwyl hy in diens is, gedurende dieselfde werkweek vir meer as een werkgever werk nie.

9. RAADSFONDSE

(1) Ten einde die uitgawes van die Raad te bestry moet elke werkgever vanaf die datum waarop hierdie Ooreenkoms in werking tree, op elke betaaldag die volgende aftrek:—

(a) Een sent van die verdienste van elkeen van sy werknemers vir wie 'n minimum loon van minder as R10.56 per week voorgeskryf word;

(b) twee sent van die verdienste van elkeen van sy werknemers vir wie 'n minimum loon van R10.56 of meer, maar minder as R19.47 per week voorgeskryf word;

(c) drie sent van die verdienste van elkeen van sy werknemers vir wie 'n loon van minstens R19.47 per week of meer voorgeskryf word.

(2) By die totale bedrae aldus afgetrek moet die werkgever 'n gelyke bedrag voeg en die totale bedrag voor of op die sewende dag van die daaropvolgende maand aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, stuur of aan enige ander amptenaar wat deur die Raad of die Uitvoerende Komitee aangewys word.

10. DIENSBEÏNDIGING

(1) Behoudens die bepalings van subklousule (2) moet elke werknemer een week vooraf kennis van diensbeëindiging gee en moet elke werkgever een week vooraf kennis gee dat hy die diens van 'n werknemer wil beëindig; dié kennisgewing van een week word van krag aan die einde van die werkweek van die betrokke bedryfsinrigting. 'n Kennisgewing van een week beteken 'n volle week se werk of 'n volle week se loon in plaas daarvan. 'n Werknemer wie se diens nie ná die verlof in klousule 7 bedoel, nodig is nie, moet een week voordat die verlof begin, daarvan in kennis gestel word, anders is hy daarop geregtig om besoldiging vir een week in plaas van kennisgewing te ontvang.

(2) 'n Werknemer wat in 'n week meer as twee agtereenvolgende dae korttyd gewerk het, kan sy diens beëindig deur een dag kennis te gee.

(3) Die bepalings van hierdie klousule maak geen inbreuk op enige ooreenkoms waarby 'n langer kennisgewingstermyn as een week bepaal word nie; met dien verstande dat die termyn waarvoor daar ooreengekom is, vir albei partye ewe lank moet wees. Wanneer 'n ooreenkoms kragtens hierdie subklousule aangegaan word, moet besoldiging in plaas van kennisgewing eweredig wees aan die tydperk van kennisgewing waarvoor daar ooreengekom is.

(4) Waar 'n werknemer korttyd gewerk het wat minder as 43 uur se werk gedurende 'n tydperk van vier agtereenvolgende weke beloop, word sy dienskontrak ná die verstryking van dié tydperk geag outomaties beëindig te wees en is die werknemer geregtig op die betaling van 'n bedrag gelyk aan sy gewone weeklikse besoldiging bo en behalwe enige besoldiging ooreenkomstig hierdie Ooreenkoms, vir die werk wat hy verrig het. Enige tydperk waarin 'n bedryfsinrigting gesluit is en wat die jaarlikse verloftydperk wat in subklousule (1) van klousule 7 bepaal word, onmiddellik volg of voorafgaan, word as korttyd gereken.

(5) 'n Werknemer wat sonder kennisgewing ontslaan word, uitgesonderd om 'n regsgeldige rede, moet in plaas van dié kennisgewing 'n volle week se besoldiging betaal word teen die loon wat hy ten tyde van sodanige ontslag ontvang het.

(6) Die kennisgewingstermyn mag nie saamval nie met, en kennis mag nie gegee word nie gedurende 'n werknemer se tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957.

(7) Wanneer 'n werknemer langer as 30 agtereenvolgende dae van die werk afwesig was as gevolg van siekte of 'n bevalling, is die werkgever daarop geregtig om die dienskontrak summier sonder besoldiging te beëindig deur die werknemer en die Sekretaris van die Raad skriftelik daarvan in kennis te stel.

11. VERSEKERING VAN LONE IN GEVAL VAN BRAND

(1) Elke werkgever moet 'n versekeringspolis by 'n geregistreerde versekeringsmaatskappy uitneem wat voorsiening maak vir die betaling van een week se loon aan alle werknemers van die werkgever wat weens brand werkloos geword het; met dien verstande dat, as die werk vir 'n tydperk van minder as een week tot stilstand kom, 'n *pro rata*-bedrag betaal mag word.

(10) Unless the employee so requests and the employer agrees in writing, the period of leave referred to in subclauses (1) and (5) shall not be concurrent with any period of military training in pursuance of the Defence Act, 1957.

8. PLACE OF EMPLOYMENT

(1) No employer shall require or allow any employee to perform work in the Industry in any place other than his regular establishment.

(2) An employee while in employment shall not work for more than one employer during the same working week.

9. COUNCIL FUNDS

(1) For the purpose of meeting the expenses of the Council each employer shall, with effect from the date on which this Agreement comes into operation, deduct on each pay day:—

(a) One cent from the earnings of each of his employees for whom minimum rates of less than R10.56 per week are prescribed;

(b) two cents from the earnings of each of his employees for whom minimum rates of R10.56 or over but less than R19.47 per week are prescribed;

(c) three cents from the earnings of each of his employees for whom minimum rates of R19.47 per week or over are prescribed.

(2) To the total of the amounts so deducted, the employer shall add an equal amount and forward not later than the seventh day of the following month, the total sum to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, or such other official as may be specified by the Council or Executive Committee.

10. TERMINATION OF EMPLOYMENT

(1) Except as provided in subclause (2) every employee shall be required to give one week's notice to terminate his employment and every employer shall be required to give like notice to terminate the service of an employee; such week's notice shall take effect from the end of the working week of the establishment concerned. A week's notice shall mean a full week's work or a full week's pay in lieu thereof. An employee whose services are not required after the leave referred to in clause 7 shall be given notice thereof one week before the leave begins, failing which he shall be entitled to receive a week's pay in lieu of notice.

(2) An employee who has in any week been working short-time for more than two consecutive days may terminate his employment by giving one day's notice.

(3) The provisions of this clause shall not affect any agreement which provides for a longer period of notice than one week; provided that the period of notice agreed upon is of equal duration on both sides. Whenever an agreement is entered into in terms of this subclause, payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(4) Where an employee has been on short-time amounting to less than 43 hours' work during a period of four consecutive weeks his contract of employment shall at the expiration of that period be regarded as automatically terminated and the employee shall be entitled to payment of an amount equal to his ordinary weekly remuneration in addition to any payment in terms of this Agreement for the work he has performed. Any period during which an establishment is closed which immediately follows or precedes the annual leave period provided for in subclause (1) of clause 7 shall be regarded as short-time.

(5) An employee who is dismissed without notice except for cause recognised by law as sufficient, shall be paid a full week's pay in lieu of such notice at the wages he was receiving at the time of such dismissal.

(6) The period of notice shall not run concurrently with nor shall notice be given while an employee is undergoing military training in pursuance of the Defence Act, 1957.

(7) When an employee has been absent from work due to illness or confinement for a period exceeding 30 consecutive days, the employer shall be entitled summarily to terminate the contract of employment without payment by notifying the employee and the Secretary of the Council to that effect, in writing.

11. INSURANCE OF WAGES IN CASE OF FIRE

(1) Every employer shall maintain a policy of insurance with a registered insurance company which shall provide for the payment to be made to all employees of the employer who are deprived of work through fire, the amount of one week's wages; provided that, should the stoppage of work be for a period of less than one week, a *pro rata* payment may be made.

(2) Elke werkgever wat 'n polis ooreenkomstig subklousule (1) uitgeneem het moet binne 14 dae nadat hy daarom deur 'n agent van die Raad versoek is, 'n sertifikaat van die versekeringsmaatskappy inlewer wat sertifiseer dat daar versekeringsdekking bestaan om aan die vereistes van subklousule (1) te voldoen en wat ook die tydperk noem waarvoor die polis geldig is.

(3) Ingeval dit nie vir die werkgever moontlik is om so 'n versekeringspolis uit te neem nie, moet hy binne twee maande na die datum waarop hierdie Ooreenkoms van krag word, of binne twee maande vanaf die datum waarop hy tot die Nywerheid toetree, nl. die jongste datum, by die Raad 'n bedrag deponeer wat gelyk is aan die lone, vir een week, van alle werknemers in die bedryfsinrigting, en dié bedrag moet deur die Raad in 'n spesiale trustbeleggingsrekening gehou word totdat dit vir so 'n betaling aan werknemers nodig is; met dien verstande dat, indien dit nie aldus aan werknemers betaal word nie, dit die eiendom van die werkgever is.

(4) Rente op geld aldus belê, val aan die algemene fondse van die Raad toe.

12. DIENSSERTIFIKATE

(1) Elke werkgever moet aan elke werknemer wat uit sy diens tree, by sy vertrek 'n dienssertifikaat in die vorm van Aanhangsel A uitreik. Sulke sertifikate moet in volgorde genommer en 'n kopie van elkeen moet deur die werkgever bewaar word; ook moet 'n kopie van elkeen aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, gestuur word.

As 'n werknemer sy diens sonder kennisgewing verlaat, moet sowel die kopie van die werknemer as dié van die Raad aan die Sekretaris van die Raad gestuur word.

(2) Voordat 'n werknemer in diens geneem word, moet elke werkgever van dié applikant vereis om, as hy voorheen in die Nywerheid werksaam was, 'n dienssertifikaat voor te lê, soos by subklousule (1) hiervan voorgeskryf, of om 'n sertifikaat voor te lê wat deur die Sekretaris van die Distrikskomitee of die Sekretaris van die Raad onderteken is en waarin die vorige onderinding van die applikant, as hy dit gehad het, vermeld word. As die applikant 'n nuwe toetredende tot die Nywerheid of 'n leerling is, moet die werkgever vereis dat hy 'n geboortesertifikaat of ander bewys van ouderdom lewer.

'n Werkgever kan 'n verklaring wat deur die ouer of voog van die werknemer onderteken is, as "bewys van ouderdom" aanvaar vir 'n tydperk van drie maande en gedurende dié tydperk moet die werknemer 'n geboortesertifikaat indien. As die werknemer na verloop van drie maande nie so 'n sertifikaat kan indien nie, moet die werkgever by die Distrikskomitee (of waar daar nie 'n Distrikskomitee is nie, by die Uitvoerende Komitee) aansoek doen om vrystelling van hierdie subklousule.

Indien so 'n vrystelling nie verleen word nie, moet die werknemer se diens deur die werkgever beëindig word deur aan die werknemer een week kennis ooreenkomstig klousule 10 te gee.

'n Verklaring deur die werknemer onderteken mag nie as "bewys van ouderdom" aanvaar word nie.

In die geval van 'n Bantoe kan 'n sertifikaat deur die Bantoesakekommissaris onderteken, en wat die werknemer se ouderdom sertifiseer, by ontstentenis van ander aanneemlike bewyse as bewys van ouderdom aanvaar word.

13. DIFFERENSIËLE LONE

(1) 'n Werknemer mag nie verplig of toegelaat word om meer as twee van die werksaamhede te verrig wat in klousule 4 A en B gespesifiseer word en waarvoor verskillende lone voorgeskryf word nie. 'n Werknemer wat enige twee sodanige werksaamhede verrig, moet vir elke uur of deel van 'n uur wat hy aan elke werksaamheid bestee, besoldig word teen minstens die uurloon wat op elke sodanige werksaamheid van toepassing is.

(2) Die loon van 'n werknemer wat enigeen van die werksaamhede verrig wat in klousule 4 A en B genoem word, mag nie verminder word as hy in dieselfde week enigeen van die werksaamhede in klousule 4 C genoem, verrig nie.

(3) 'n Werknemer wat meer as een van die werksaamhede verrig of meer as een van die beroepe uitoefen wat in klousule 4 C (i) en (ii) genoem word, moet teen die hoër loon wat vir die werksaamheid of beroep voorgeskryf is, betaal word.

(4) 'n Werkgever moet 'n verslagboek of verslagkaart in die vorm van Aanhangsel B aan die werknemer verskaf, en die werkgever moet daagliks die aard van elke werksaamheid wat verrig is, en die tyd werklik daaraan bestee, daarop aanteken. Die betrokke werknemer moet die inskrywings met sy handtekening sertifiseer.

14. STUKWERK

(1) Geen stukwerkstelsel mag in 'n bedryfsinrigting toegepas word nie tensy en totdat—

(a) die betrokke Distrikskomitee stukwerk lone aanbeveel het; en

(b) die stukwerk lone, soos of deur die Distrikskomitee of op 'n ander wyse aanbeveel, deur die Raad goedgekeur is.

(2) Every employer who has taken out a policy in terms of subclause (1) shall, within 14 days of being requested to do so by an Agent of the Council, produce a certificate from the insurance company certifying that insurance cover to meet the requirements of subclause (1) exists and further certifying the period for which the policy is valid.

(3) Should it not be possible for the employer to obtain such a policy of insurance, he shall, if he has not already done so, within two months of the date of coming into force of this Agreement or within two months of becoming engaged in the Industry, whichever is the later deposit with the Council an amount equal to one week's wages of all employees in the establishment which the Council shall retain in a special trust investment account until required for a like payment to employees; provided that if not so paid to employees it shall be the property of the employer.

(4) Interest on any such moneys invested shall accrue to the general funds of the Council.

12. SERVICE CERTIFICATES

(1) Every employer shall issue to every employee leaving his service a service certificate in the form of Annexure A at the time of leaving. Such certificates shall be numbered consecutively and a copy of each shall be retained by the employer, and a copy forwarded to the Secretary of the Council, P.O. Box 2221, Port Elizabeth.

In the event of an employee leaving without notice, both the employee's copy and the Council's copy shall be forwarded to the Secretary of the Council.

(2) Before engaging an employee every employer shall require the applicant, if he has been previously employed in the Industry, to produce a service certificate in terms of subclause (1) hereof or a certificate signed by the Secretary of a District Committee or the Secretary of the Council specifying the previous experience of the applicant, if any. If the applicant is a newcomer to the Industry or a learner, the employer shall require him to produce a birth certificate or other evidence in proof of age.

An employer may accept a signed statement from the employee's parent or guardian as "proof of age" for a period of three months during which time the employee must produce a birth certificate. If after three months, the employee is unable to produce such certificate, the employer must apply to the District Committee (or where no District Committee exists to the Executive Committee) for exemption from this subclause.

If such exemption is not granted the employee's service must be terminated by the employer giving such an employee one week's notice in terms of clause 10.

A signed statement by the employee shall not be accepted as "proof of age".

In the case of Bantu, a certificate signed by the Bantu Affairs Commissioner certifying the employee's age may, in the absence of other acceptable evidence, be accepted as proof of age.

13. DIFFERENTIAL RATES

(1) An employee may not be required or allowed to perform more than two operations specified in clause 4 A and B for which different wages are prescribed. An employee who is employed in any two such operations shall be paid for each hour or part of an hour worked on each operation at not less than the hourly wage applicable to each such operation.

(2) The wage of an employee who is employed on any of the operations specified in clause 4 A and B may not be reduced if he is employed in the same week on any of the operations specified in clause 4 C.

(3) An employee who is employed on more than one of the operations or in more than one of the occupations specified in clause 4 C (i) and (ii) shall be paid at the higher rate prescribed for the operation or occupation.

(4) An employer shall provide the employee with a record book or card, in the form shown in Annexure B in which the employer shall enter daily the nature of each operation performed and the actual time worked thereon. The entries shall be certified by the signature of the employee concerned.

14. PIECE-WORK

(1) No piece-work system may be applied in any establishment unless and until—

(a) the District Committee concerned shall have recommended piece-work rates; and

(b) the piece-work rates either as recommended by the District Committee or otherwise shall have been approved by the Council.

(2) Stukwerk moet van toepassing wees op alle werknemers in dieselfde bedryfsinrigting wat die betrokke werksaamhede verrig en die stukwerkklone moet op so 'n grondslag berus dat dit elke werknemer in staat stel om die voorgeskrewe minimum uurloon vir die werksaamheid, plus 25 per sent, te verdien.

(3) Geen stukwerkgrondslag wat op die datum van hierdie Ooreenkoms in werking is, mag sonder die toestemming van die Raad in 'n tydgrondslag verander word nie.

15. LISENSIERING VAN LEERLINGE

(1) Geen werkgever mag 'n leerling vir splits- of skaafwerk in diens neem nie, uitgesonderd kragtens 'n lisensie deur die Raad of Uitvoerende Komitee uitgereik. Die Raad of Uitvoerende Komitee moet homself oortuig dat daar behoorlike fasiliteite vir die opleiding van sodanige leerling bestaan.

(2) Aansoek om toestemming om 'n leerling in diens te neem vir werk wat in subklousule (1) bedoel word, moet deur die werkgever aan die Raad gerig word op die vorm wat die Raad voorskryf.

(3) Elke sertifikaat in subklousule (1) bedoel moet deur die Sekretaris van die Raad onderteken word en moet die leerling se naam en ouderdom, die werk wat hy verrig, die minimum loon aan hom betaalbaar, die werkgever se naam en die tydperk waarvoor die sertifikaat geldig is, vermeld.

(4) Die Raad en die Uitvoerende Komitee kan, indien hy dit dienstig ag, ná een week skriftelike kennisgewing aan die werkgever en aan die werknemer 'n sertifikaat kragtens hierdie klousule uitgereik, intrek, afgesien daarvan of die geldigheidsduur daarvan verstryk het of nie.

(5) 'n Duplikaat van elke sertifikaat kragtens hierdie klousule uitgereik, moet aan die werknemer gegee word.

(6) Ten einde die minimum loon vas te stel wat betaalbaar is aan 'n leerling ingevolge hierdie klousule in diens geneem, moet die lengte van al sy diens in die Nywerheid in aanmerking geneem word.

(7) Geen leerling wat kragtens hierdie klousule in diens is mag sonder goedkeuring van die Raad ontslaan of sy werkgever se diens verlaat nie.

(8) By voltooiing van 'n leertyd moet die Raad 'n sertifikaat met hierdie strekking aan die betrokke leerling uitreik.

16. LOONREGISTERS

Elke werkgever vir wie die bepalinge van hierdie Ooreenkoms bindend is, moet te alle tye registers byhou in die vorm en op die wyse wat ingevolge Aanhangsel I.C. 32 van die Regulasies ingevolge die Wet op Nywerheidsversoenings, 1956, voorgeskryf word, en die voorgeskrewe besonderhede moet onder afdelingshoofde verskyn.

17. OORSKOENE, KLERE EN GEREEDSKAP

(1) Werkgewers moet die beskermende kleren en toestelle wat vereis word by regulasie 18 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gepubliseer by Goewermentskennisgewing 1227 van 4 September 1941, soos gewysig, gratis aan alle werknemers verskaf en moet voorskote, handskoene, kamaste en een paar waterdigte oorskoene of ander geskikte skoel van so 'n aard dat dit die voete minstens vier maande lank voldoende beskerm, gratis verskaf aan hul werknemers wat op die kalkterrein en in enige nat werk werksaam is, en moet dié uitrusting vervang wanneer dit in 'n verslete toestand terugbesorg word.

(2) Werkgewers moet werknemers wat spuitwerk verrig en met basmeulens werk, gratis en behoorlike maskers voorsien.

(3) Alle gereedskap moet gratis deur die werkgever verskaf word.

18. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Werkgewers moet aan enigeen van hul werknemers wat 'n verteenwoordiger in die Raad, Uitvoerende Komitee of 'n Distrikskomitee is, alle fasiliteite verleen om sy pligte in verband met die werk van sulke liggame te vervul.

19. TOEPASSING VAN OOREENKOMS

Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en hy mag vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalinge hiervan onbestaanbaar is nie.

20. VRYSTELLINGS

(1) Die Raad of Uitvoerende Komitee mag op aanbeveling van 'n Distrikskomitee of uit eie beweging vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms om 'n afdoende rede aan of ten opsigte van enige persoon of persone verleen.

(2) Die Raad of Uitvoerende Komitee moet ten opsigte van elkeen aan wie vrystelling verleen word, die voorwaardes bepaal waarop en die tydperk waarvoor die vrystelling verleen word;

(2) Piece-work shall apply to all employees in the same establishment on the operations concerned, and the piece-work rates shall be established on such a basis as to enable each employee to earn the prescribed minimum hourly wage for the operation plus 25 per cent.

(3) No piece-work basis which is in operation at the date of this Agreement shall be altered to a time basis without the consent of the Council.

15. LICENSING OF LEARNERS

(1) No employer shall employ a learner upon splitting or shav-ing except under a licence issued by the Council or Executive. The Council or Executive shall satisfy itself that proper facilities exist for the training of such learner.

(2) Application for permission to employ a learner upon an operation referred to in subclause (1) shall be made by the employer to the Council on such form as may be prescribed by the Council.

(3) Each licence referred to in subclause (1) shall be signed by the Secretary of the Council and shall show the learner's name and age, the operation on which he is employed, the minimum wages payable to him, the name of the employer and the period during which the licence shall be valid.

(4) The Council or Executive may, if it deems fit, after one week's notice, in writing, has been given to the employer and to the employee, withdraw any licence issued in terms of this clause, whether or not the period of validity has expired.

(5) A duplicate copy of every licence issued in terms of this clause shall be given to the employee.

(6) For the purpose of determining the minimum wages payable to a learner employed in terms of this clause, the length of all his service in the Industry shall be taken into consideration.

(7) No learner employed in terms of this clause may be discharged or may leave his employer without the approval of the Council.

(8) On completion of his period of learnership, the Council shall issue a certificate to this effect to the learner concerned.

16. WAGE REGISTERS

Every employer upon whom the provisions of this Agreement is binding shall at all times keep records in the form and manner prescribed in terms of Annexure I.C. 32 of the Regulations to the Industrial Conciliation Act, 1956, and the prescribed particulars shall be reflected under departmental headings.

17. CLOGS, CLOTHING AND TOOLS

(1) Employers shall supply, free of charge, to all employees protective clothing and appliances as required by regulation 18 to the Factories, Machinery and Building Work Act, 1941, published under Government Notice 1227 dated 4 September 1941, as amended, and in respect of employees employed in the lime yard and upon any wet work—aprons, gloves, leggings, and one pair of watertight clogs or other suitable footwear of such type as to provide adequate protection to feet for at least four months, and shall replace such equipment on its being returned in a worn condition.

(2) Employers shall supply, free of charge, proper masks to employees employed on spraying and bark mills.

(3) All tools shall be provided by the employer, free of charge.

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL

Employers shall give to any of their employees who are representatives on the Council, Executive or any District Committee, every facility to attend to their duties in connection with the work of such bodies.

19. ADMINISTRATION OF AGREEMENT

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

20. EXEMPTIONS

(1) The Council or Executive Committee may, on the recommendation of a District Committee, or on its own decision grant exemption from any of the provisions of this Agreement to or in respect of any person or persons for any good and sufficient reason.

(2) The Council or Executive Committee, shall fix in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such

met dien verstande dat die Raad of Uitvoerende Komitee, indien hy dit dienstig ag en nadat daar een week vooraf skriftelik kennis aan die betrokke persoon gegee is, 'n vrystelling-sertifikaat mag intrek.

(3) Die Sekretaris van die Raad of Uitvoerende Komitee moet aan elkeen aan wie vrystelling verleen word 'n sertifikaat uitreik deur hom onderteken en waarin onderstaande gemeld moet word—

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop die vrystelling verleen word;
- (d) die tydperk waarvoor vrystelling geldig is.

(4) Die Sekretaris van die Raad of Uitvoerende Komitee moet—

- (a) Alle sertifikate wat uitgereik word, in volgorde nummer;
- (b) 'n kopie hou van elke sertifikaat wat uitgereik word; en
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

(5) Geen vrystelling van die bepalings van paragraaf (d) van subklousule (1) van klousule 5 van hierdie Ooreenkoms word ingevolge hierdie klousule aan of ten opsigte van 'n vroulike werknemer wat handarbeid verrig verleen nie, uitgesonderd vir die doel om werk te doen—

- (a) wat deur 'n noodtoestand veroorsaak word; en
- (b) wat nodig is ten einde die verlies van grondstowwe wat nog behandel word en maklik kan bederf, te verhoed.

21. PERSONE ONDER DIE LEEFTYD VAN 15 JAAR

Niemand jonger as 15 jaar mag in die Nywerheid in diens geneem word nie.

22. AGENTE

Die Raad moet een of meer persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer om dié persone toe te laat om sy bedryfsinrigting te betree en om die navrae te doen en die dokumente, boeke, loonstate, betaalboekjies en betaal-karte te ondersoek en dié persone te ondervra wat nodig mag wees ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

23. INDIENSNEMING VAN VAKVERENIGINGLEDE

(1) Lede van die vakverenigings moet voorkeur by indiensneming geniet, en werkgewers moet alle redelike fasiliteite aan amp-tenare van die vakverenigings verleen om werknemers te organi-seer.

(2) Die lede van die vakverenigings in elke bedryfsinrigting het die reg om een of meer werkwinkelverteenvoorgestellers en/of 'n werkwinkelkomitee uit hul geledere aan te stel ooreenkomstig die bepalings betreffende die aanstelling van werkwinkelverteenvoorgestellers en werkwinkelkomitees, ingevolge die konstitusie van die betrokke vakvereniging, en die betrokke werkgewer moet volle erkenning aan sodanige werkwinkelverteenvoorgestellers of werkwinkelkomitee verleen en aan hulle alle redelike fasiliteite verskaf vir vergaderings en raadpleging oor sake betreffende geskille en die diensvoorwaardes van die werknemers oor die algemeen.

(3) As 'n werknemer dit skriftelik versoek moet 'n werkgewer die werknemer se ledigheid vir die vakvereniging van die loon van dié werknemer aftrek en dit teen die 15de dag van elke daaropvolgende maand oorhandig aan die beampte wat deur die vakvereniging aangestel is om dit te ontvang, of anders moet hy dit per pos na die geregistreerde kantoor van die vakvereni-ging stuur.

Hierdie Ooreenkoms namens die partye op hede die vyfde dag van Julie 1968 onderteken.

J. G. M. GATES,
Lid van die Raad.

F. J. J. JORDAAN,
Lid van die Raad.

A. S. YOUNG,
Algemene Sekretaris van die Raad.

exemption shall operate, provided that the Council or Executive Committee may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw any licence of exemption.

(3) The Secretary of the Council or Executive Committee shall issue to every person granted exemption, a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted;
- (d) the period during which exemption shall operate.

(4) The Secretary of the Council or Executive Committee shall—

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

(5) No exemption from the provisions of paragraph (d) of sub-clause (1) of clause 5 of this Agreement shall be granted under this clause to or in respect of any female employee engaged in manual work, except for the purpose of performing work—

- (a) which is necessitated by an emergency; and
- (b) which is necessary to prevent loss of raw materials in the course of treatment which are subject to rapid deterioration.

21. PERSONS UNDER 15 YEARS OF AGE

No person under 15 years of age shall be employed in the Industry.

22. AGENTS

The Council shall appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such persons to enter his establishment and to institute such inquiries and to examine such documents, books, wage sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agree-ment are being observed.

23. EMPLOYMENT OF MEMBERS OF TRADE UNIONS

(1) Preferential treatment in the matter of employment shall be given to members of the trade unions, and officials of the trade unions shall be given every reasonable facility by employ-ers to organise employees.

(2) The members of the trade unions in each establishment shall have the right to appoint one or more shop stewards and/or a shop committee from amongst themselves, in accordance with any provisions for the appointment of shop stewards and shop committee in the constitution of the trade union concerned and the employer concerned shall accord full recognition to such shop stewards and shop committee and provide reasonable facilities for meetings thereof, and consultations therewith on matters relating to disagreement and to the working conditions of the employees generally.

(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 subscription and shall, by the 15th day of each succeeding month hand the amount so deducted to the official appointed by the trade union to receive it or, alternatively, shall send it by post to the registered office of the trade union.

This Agreement signed on behalf of the parties on this fifth day of July 1968.

J. G. M. GATES,
Member of the Council.

F. J. J. JORDAAN,
Member of the Council.

A. S. YOUNG,
General Secretary of the Council.

AANHANGSEL A
NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWER-
HEID VAN SUID-AFRIKA
DIENSSERTIFIKAAT

Sertifikaatno.

Sektor van die Nywerheid

Naam en adres van werkgever..

Hierby sertifiseer ek dat ondergenoemde persoon by my in diens was en dat die besonderhede wat hier volg, juis is:—

1. Van (of Bantoenaam) _____ Fondsno. _____
2. Voorname _____
Bantoebewysnommer _____
3. Adres _____
4. Geboortedatum _____ Geslag _____ Ras _____
5. Werksaamhede _____

6. Loon betaal op datum van uitdienstreding _____
Loongroep: (a) S.F. _____; (b) P.F. _____
7. Datum van indienstreding _____
8. Datum van uitdienstreding _____
9. Diens uit eie beweging verlaat: (Ja/Nee) _____
10. Datum van laaste verhoging ingevolge Ooreenkoms _____
11. Die nommer van die dienssertifikaat uitgereik deur die vorige
werkgewer _____ (meld naam)
was _____
12. Siektefonds:—
(a) Getal bydraes tot op datum _____
(b) Bystand opgeloop tot op datum _____ uur.
Op hede die _____ dag van _____ 19____,
tgereik te _____

Handtekening van Werkgever/Sekretaris.

ANNEXURE A
NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER
INDUSTRY OF SOUTH AFRICA
SERVICE CERTIFICATE

No. of Certificate.....

Section of the Industry.

Name and address of employer

I hereby certify that the undermentioned person was employed by me and that the particulars detailed hereunder are correct:—

1. Surname (or Bantu name) Fund No.
2. Christian names
Bantu identification No.
3. Address
4. Date of birth Sex Race
5. Operations
6. Wage paid at date of leaving
Wage group: (a) S.F. (b) P.F.
7. Date of entering service
8. Date of leaving service
9. Whether left of own accord: (Yes/No)
10. Date of last increase in terms of Agreement
11. The number of the certificate of service issued by previous
employer (insert name)
was
12. Sick Fund:—
(a) Number of contributions to date
(b) Benefit accrued to date hours.

Issued at _____ this _____ day of _____ 19 _____

Signature of Employer/Secretary.

AANHANGSEL B/ANNEXURE B

[Kyk klousule 14 (4)/Vide Clause 14 (4)]

BOEK VIR DIFFERENSIËLE LONE/DIFFERENTIAL WAGE BOOK

Week eindigende/Week ending.

Naam/Name

No.

[illegible]

TOTAL LOON VERDIEN/TOTAL WAGES EARNED..... R

Opmerking.—Inskrywings moet met ink of inktlood gemaak word. Die voorman en werker moet teken vir die werklike tyd aan elke werksaamheid bestee.

Note.—Entries must be made in ink or indelible pencil. Foreman and operator must sign for actual time worked on each operation.

INHOUD

No.	BLADSY
Arbeid, Departement van	
GOEWERMENSKENNISGEWINGS	
R. 3.	Wet op Nywerheidsversoening, 1956: Leernywerheid, Republiek van Suid-Afrika: Looiafdeling 1
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