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[No. 714.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 171.]

[7 Februarie 1964.

WET OP NYWERHEIDSVERSOENING, 1956.

**LEERNYWERHEID, REPUBLIEK VAN SUID-
AFRIKA.—LEERLOOI-AFDELING.**

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

(a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Leerlooi-afdeling van die Leernywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 (a), 3, 4 (3) (e), 19, 23 en 24, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag 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) en Bloemfontein; en

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 171.]

[7 February 1964.

INDUSTRIAL CONCILIATION ACT, 1956.

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

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

(a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, declare that 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 three years from the said Monday upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2 (a), 3, 4 (3) (e), 19, 23 and 24, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday 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) and Bloemfontein; and

(c) kragtens paragraaf (a) van subartikel (3) van artikel *agti-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 (a), 3, 4 (3) (e), 19, 23 en 24, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, 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) en Bloemfontein *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NASIONALE NYWERHEIDSRaad VIR DIE LEER- NYWERHEID VAN SUID-AFRIKA.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, 1956, soos gewysig, gesluit en aangegaan deur en tussen—

(a) The South African Tanning Employers' Organisation; (hieronder die "werkgewers" of die "Werkgewersorganisasie" genoem), aan die een kant, en

(b) The National Union of Leather Workers;

(c) 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 Leer-nywerheid van Suid-Afrika.

BEPALINGS VAN TOEPASSING OP DIE LOOISEKTOR VAN DIE LEERNYWERHEID.

1. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig, 1956, soos gewysig, 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 die vroulike geslag; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoenig, 1956, soos gewysig;

"vakleerling" 'n werknemer wat gebind word deur 'n skriftelike vakleerlingkontrak wat geregistreer is of geag word geregistreer te wees ingevolge tans die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig;

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

"Raad" die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika wat ingevolge artikel twee van Wet No. 11 van 1924, soos gewysig, geregistreer is, en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoenig, 1956, soos gewysig;

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

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

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

"nagwerker" 'n werknemer, uitgesonderd 'n nagwag, van wie vereis word of wat toegelaat word om op so 'n grondslag te werk dat al sy gewone werkure of 'n gedeelte van sy gewone werkure 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;

(c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* 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) and Bloemfontein and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 2 (a), 3, 4 (3) (e), 19, 23 and 24, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-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 (hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and

(b) The National Union of Leather Workers;

(c) 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, as amended, 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, as amended;

"apprentice" means an employee who is bound by written contract of apprenticeship, registered or deemed to have been registered, under the provisions of the Apprenticeship Act, 1944, as amended;

"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";

"Council" means the National Industrial Council of the Leather Industry of South Africa, registered in terms of section two of Act No. 11 of 1924, as amended, and deemed to have been registered under the Industrial Conciliation Act, 1956, as amended;

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

"ondervinding"—

- (a) die totale dienstydperk of -tydperke, hetsy voor of na die datum waarop hierdie Ooreenkoms van krag word, van 'n werknemer in die afdeling waarin hy werksaam was, afgesien van die werksaamhede wat hy in daardie afdeling verrig het;
- (b) ook die jaarlikse verlof waarvoor daar in klousule 8 van hierdie Ooreenkoms voorsiening gemaak word, en enige tydperk van militêre opleiding, maar uitgesonderd 'n tydperk of tydperke van langer as drie agtereenvolgende weke waarin 'n werknemer sonder die toedoen van die werkgever van die werk afwesig was;

"halfdag" die gewone voormiddagwerktydperk van die betrokke bedryfsinrigting;

"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;

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

- (1) vir die vervaardiging, hoofsaaklik uit leer, van—
 - (a) skoeisel van alle tipes, maar uitgesonderd skoeisel volgens maat;
 - (b) dokumenttasse, tasse en alle ander houers wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te hou;
 - (c) tuie, tooms, saeltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klere), sakke vir dames, inkooptasse, breittasse, Naturelle-tasse van die tipe wat algemeen bekend is as "Xhosasakke", sakportefeuljies, beurse, oorlosiebande, polsbande, halsbande en leiband vir honde, kombersbande, 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;
- (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 inkooptasse wat hoofsaaklik 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 wat hoofsaaklik van leer, vesel, hut, doek, seil of weefstowwe of enige kombinasie daarvan gemaak is;

"Nywerheid" die looisektor van die Leernywerheid;

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

- (1) Persele, masjinerie, installasie, gereedskap, gerei, diere, meubels of ander artikels skoonmaak;
- (2) houers was of skoonmaak;
- (3) grondstowwe, vervaardigde of halfvervaardigde produkte, masjinerie, installasie, gereedskap, gerei of ander artikels dra, verskuif en/of opstapel;
- (4) voertuie of houers 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 drank berei;
- (9) op afleweringswaens of voertuie help;
- (10) briewe, boodskappe of goedere te voet of met 'n fiets of handvoertuig aflewer;

"leerling" 'n werknemer, uitgesonderd 'n vakleerling, wat in diens is om een of meer werksaamhede in die Nywerheid te leer;

"militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, moet ondergaan, maar dit omvat geen opleiding wat hy kragtens artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

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

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

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

"experience"—

- (a) 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 department in which he has been employed, irrespective of the operations in that department on which he has been employed;
- (b) includes the annual holiday provided for in section 8 of this Agreement and any period of military training but excluding any period or periods in excess of three consecutive weeks during which an employee has been absent from work through no fault of the employer;

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

"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;

"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) attache 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 "Xosa bags", wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armbands 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 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;

"Industry" mean the tanning section of the Leather 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;

"learner" means an employee (other than an apprentice) who is engaged in learning one or more operations in the Industry;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

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

"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, as amended;

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

"gekwalifiseerde werknemer" 'n werknemer wat deur onder-vinding daarop geregtig geword het om die volle loon te ontvang wat in hierdie Ooreenkoms voorgeskryf word vir die werksaamheid 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 werk-ure weens 'n tekort aan werk en/of grondstowwe of 'n algemene onklaarraking van die installasie of masjinerie of weens die onklaarraking of dreigende onklaarraking van geboue as gevolg van 'n ongeluk of ander onvoorsiene nood-toestand;

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

"looi sektor" die sektor van die Leernywerheid waarin werk-gewers en werknemers met mekaar geassosieer is om huide en velle te looi, te dresseer en/of te bloot;

"weekloon" die geldbedrag wat ingevolge klousule 4 (6) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werk-ure soos voorgeskryf in klousule 6; met dien verstande—

(i) dat, indien 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n groter bedrag betaal as dié voorgeskryf in klousule 4 (6), dit sodanige groter bedrag beteken;

(ii) dat die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit op besoldiging wat 'n werknemer wat op enige grondslag waarvoor daar in klousule 15 voor-siening gemaak word, werksaam is, benewens die bedrag ontvang het wat hy sou ontvang het as hy nie op sodanige grondslag in diens geneem is nie, betrek-king het of dit insluit nie.

2. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die land-drosdistrikte die Kaap, Wynberg, Paarl, Stellenbosch, Wellington, Mosselbaai, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannes-burg, Krugersdorp, Heidelberg (Transvaal) en Bloemfontein nage-kom word deur alle lede van die werkgewersorganisasie wat in die looi sektor van die Leernywerheid betrokke is en deur alle lede van die vakverenigings wat in daardie sektor van die Leernywer-heid werksaam is.

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

3. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel *agt-en-veertig* van die Wet mag vasstel en bly van krag vir 'n tydperk van drie jaar of vir dié tydperk wat hy mag bepaal.

4. LONE EN LOONSKALE.

(1) (a) Behoudens die bepalings van klousules 7 en 21 van hierdie Ooreenkoms, mag geen loon wat laer is as dié wat in hierdie klousule voorgeskryf word vir 'n werksaamheid wat deur die werknemer verrig word, deur 'n werkgewer betaal en deur 'n werknemer aangeaane word nie, en elke werkgewer moet voorts alle getalsverhoudings of ander voorwaardes wat in hierdie Oor-eenkoms voorgeskryf word, nakom.

(b) Met uitsondering van die geval van 'n nagwag en 'n nag-werknemer, is die lone soos voorgeskryf in hierdie klousule, 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 nagwerknemer is die loon betaalbaar vir 'n werkweek van 39 uur. Die werkweek mag nie voor Woensdag in 'n kalenderweek eindig nie.

(2) Alle besoldiging wat aan 'n werknemer verskuldig is, moet wekeliks voor of op Vrydag en gedurende die gewone werkure van die bedryfsinrigting of by diensbeëindiging, indien dit voor die gewone betaaldag van die inrigting plaasvind, in kontant betaal word. Die verdienste moet in 'n verseëlde kovert geplaas word, 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 bevat, moet met ink of inktlood daarop aangeteken word en wel op die volgende manier:—

Werknemer.....
Loonskaal.....
Ure gewerk.....
Verskuldigde loon.....

"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 Coun-cil;

"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 (6) in respect of his ordinary hours of work as prescribed in clause 6: 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 (6), 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 15 received over and above the amount which he would have received if he had not been employed on such basis.

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) and Bloemfontein, by all members of the employers' organisation who are engaged in the tanning section of the Leather Industry and by all members of the trade unions who are employed in that section of the Leather Industry.

(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 a period of three years or such period as may be determined by him.

4. WAGES AND RATES.

(1) (a) Subject to the provisions of clauses 7 and 21 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) 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.....
Hours worked.....
Wages due.....

Aftrekkings:—

Werkloosheidsfonds.....	
Siektebystandsfonds.....	
Voorsorgsfonds.....	
Lewensversekering- of pensioenfonds.....	
Ledegelde vir Vakvereniging.....	
Heffing van die Raad.....	

Netto verdienste.....

Werkgewer.....

Datum.....

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

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

(b) met die skriftelike toestemming van die werknemer, bedrae vir verlof-, werkloosheid-, siekte-, versekerings- of pensioenfondse en spaarfondse wat deur die Raad goedgekeur is;

(c) heffings ingevolge klousule 10 van die Ooreenkoms;

(d) 'n bedrag wat 'n werkgewer ingevolge 'n wettergetelike bepaling, Ordonnansie of regsproses 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 6, verminder word as gevolg van 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 wat voortspruit uit 'n tekort aan werk en/of grondstowwe, tensy die werkgewer sy werknemers of individueel of in 'n skriftelike kennisgewing wat opgeplak moet word in die afdeling of afdelings waarin hulle werksaam is, nie later nie as die dag voor die dag waarop korttyd gewerk sal word, daarvan in kennis gestel het;

(ii) in die geval van korttyd wat te wyte is aan '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, ten opsigte van die eerste uur wat daar nie gewerk word nie, tensy die werkgewer sy werknemers die vorige dag kennis gegee het dat daar geen werk beskikbaar sal wees nie.

Ondanks die bepalings van hierdie paragraaf, mag geen bedrag ten opsigte van korttyd van die loon van 'n vakleerling, 'n nagwag en 'n motorvoertuigbestuurder afgetrek word nie.

(4) Die werkgewer 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 werkgewer die verdienste van elke werknemer aan hom betaal.

(6) Niks in hierdie Ooreenkoms het die uitwerking dat dit 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 werkgewer bly nie.

Per week.
R

A. Geskoopte werk.

(i) Werknemers wat splitmasjiene bedien, stel en regstel, en leer in die kalkstadium of in die gelooide stadium of in albei stadiums splits..... 28.15

(a) 'n Werknemer wat een of meer van die werksaamhede verrig wat in B. (a) (ii) en/of B. (a) (iii) hiervan gespesifiseer word, moet by oorsplasing na die werksaamhede wat in A. (i) gespesifiseer word, teen die volgende loon betaal word:—

Volgens ondervinding—	
Eerste ses maande.....	13.50
Tweede ses maande.....	16.20
Derde ses maande.....	18.30
Vierde ses maande.....	20.40
Vyfde ses maande.....	22.65
Daarna.....	28.15

(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.

Deductions:—

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 10 of the Agreement;

(d) any amount paid by an employer compelled by any 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 6 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 nightwork; 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 an apprentice, a night watchman, and 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

A. Skilled Operations.

(i) Employees employed on splitting machines, in setting and in making adjustments to splitting machines, and splitting either in the lime or tanned conditions or both..... 28.15

(a) An employee engaged in one or more of the operations specified in B. (a) (ii) and/or B. (a) (iii) hereof shall, if transferred to be employed upon the operations specified in A. (i), be paid at the following rates of wages:—

According to experience:—	
First six months.....	13.50
Second six months.....	16.20
Third six months.....	18.30
Fourth six months.....	20.40
Fifth six months.....	22.65
Thereafter.....	28.15

(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.

Per week.
R

(ii) Werknemers wat skaaf- en witmaakmasjiene bedien.....	24.80
Volgens ondervinding—	
Eerste ses maande.....	13.50
Tweede ses maande.....	16.20
Derde ses maande.....	18.30
Daarna.....	24.80

B. Halfgeskoolde werk.

(a) Werknemers, uitgesonderd, dié in (b) genoem, wat werksaam is—

(i) as eerstegraadse tafelwerkers, d.w.s. wat skuur en witmaak met die hand en skaaf met die hand, spuitwerk en opswywerk verrig....	20.00
L.W.—, „Opsywerk” 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) oprek-en-breiwerk.....	18.50
(iii) op verglans-, skuur-, meet- en looimasjiene, uitgesonderd dié wat in (iv) hieronder gespesifiseer word, as tafelwerkers (uitgesonderd eerste graad) wat leerbreiergereedskap of geïmproviseerde leerbreiergereedskap hanteer in verband met enige soort leer en wat defekte herstel, en wat kleure vir 'n pigmentafwerking pas en meng.....	17.30
(iv) by swartmaak-, plooi-, kleur-, pigmenteer en bereidingswerk; as vleisskrapers wat die werk met die hand doen in 'n kalkskuur; op vleis-skraap-, aanklam-, set- en basmaalmasjiene vierkante sny; by suedebeewerking met borsel en/of skuurpapier; en 'n splitter help om materiaal in die voorkant van 'n splitsmasjien in te voer.....	16.35

(b) Leerlinge in werksaamhede genoem in (a) (i) (ii), (iii) en (iv):—

Volgens ondervinding—	
Eerste ses maande.....	6.60
Tweede ses maande.....	8.25
Derde ses maande.....	11.10
Daarna, indien werksaam onder—	
(i).....	20.00
(ii).....	18.50
(iii).....	17.30
(iv).....	16.35
Werknemers, ouer as 21 jaar, wat werksaamhede verrig soos in paragraaf (a) gespesifiseer:—	
Lone volgens ondervinding—	
Eerste ses maande.....	11.10
Tweede ses maande.....	13.20
Daarna, indien werksaam onder—	
(i).....	20.00
(ii).....	18.50
(iii).....	17.30
(iv).....	16.35

Getalverhouding.

Daar mag hoogstens een leerling of werknemer wat 'n laer loon ontvang as die volle loon wat vir sy beroep voorgeskryf is, in diens geneem word vir elke drie of gedeelte van drie werknemers wat die volle loon vir halfgeskoolde werksaamhede ontvang.

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

Diens in enige werk in hierdie klousule genoem, word geag ondervinding te wees in alle werk in hierdie klousule genoem.

C. Ongekoolde werk.

(i) Werknemers, ouer as 18 jaar, wat—

(a) skaapvelle waarop daar nog wol is, skraap, skoonsny, spalk regsny, sagskraap en/of die vleis daarvan afskraap.....	9.75
L.W.—, „Skoonsny” beteken die regsnywerk wat skrapers op die blok verrig deur die los vleis te verwyder wat, nadat die vleis afgeskraap is, nog aan die kante van die huide hang;	
(b) olie-, vleiswas-, alle skuurwerksaamhede en ongekoolde arbeid in die kalkskure, looiskure en trommelskure verrig en alle laaien aflaaiwerk doen en die velle waarop daar nog wol of hare is, was en ongekoolde arbeid verrig by die vervaardiging van pomp-, dop-, L-, ram-, U-, V-, of ander soorte hidrouliese leerpakstukke.....	9.30
(c) as algemene arbeiders werksaam is.....	9.30

Per Week.
R

(ii) Employees employed on shaving and whitening machines.....	24.80
According to experience—	
First six months.....	13.50
Second six months.....	16.20
Third six months.....	18.30
Thereafter.....	24.80

B. Semi-skilled Operations.

(a) Employees other than those specified in (b) employed—

(i) as first grade table hands, i.e., hand buffers and whiteners and hand shavers, on spraying rounding.....	20.00
NOTE.—“Rounding” is the cutting up of an untanned hide into bends, bellies, shoulders or backs, but does not include cutting a hide into two sides.	
(ii) on staking.....	18.50
(iii) on glazing, buffing, on measuring machines, tannery machines, other than those specified in (iv) hereunder, table hands (other than first grade) who are using carriers' tools or improvised carriers' tools on any class of leather, repairing defects, and the mixing and matching of pigment finish colours....	17.30
(iv) on blackening, creasing, staining, pigmenting and seasoning; lime yard hand fleshers; fleshing, sammying, setting and bark mill machines, square cutting; sueding by brush and/or emery paper and assisting a splitter in feeding into the front of a splitting machine.....	16.35

(a) Learners on operations within (a) (i), (ii), (iii) and (iv)—

According to experience:—	
First six months.....	6.60
Second six months.....	8.25
Third six months.....	11.10
thereafter, if employed under—	
(i).....	20.00
(ii).....	18.50
(iii).....	17.30
(iv).....	16.35

Employees over the age of 21 years on operations specified in paragraph (a)—

Wages according to experience:—	
First six months.....	11.10
Second six months.....	13.20
thereafter, if employed under—	
(i).....	20.00
(ii).....	18.50
(iii).....	17.30
(iv).....	16.35

Ratio.

Not more than one learner or employee 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.

Employment on any operation in this clause shall be regarded as experience for any operation in this clause.

C. Unskilled Operations.

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

(a) on scudding, cobbing, tacking, trimming, breaking and/or fleshing sheepskins with wool still on.....	9.75
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 offloading 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.....	9.30
(c) General labourers.....	9.30

	Per week. R
(ii) Werknemers wat jonger is as 18 jaar.....	6.50
L.W.—Alle lone wat in paragrawe (i) en (ii) van Bylae C (Ongeskoolde werk) voorgeskryf word, sluit 'n „toelae vir vuil werk” van 25c per week in wat in 1945 deur die Arbitrer toegeken is. Getelsverhouding.	
Hoogstens twee werknemers wat jonger as 18 jaar is, mag vir ongeskoolde werksaamhede in 'n bedryfsinrigting gebruik word.	
D. Wolvelverwerking.	
(OPMERKING.—„Wolvelverwerking” beteken die verwerking van velle met die wol daarop.)	
(a) Stryk en skeer.....	15.20
(b) Kam.....	9.75
E. Randsooltjies- en Randjiesafdeling.	
(a) Splits, gladsny, sny, groef en skuinsny.....	15.85
(b) Alle ander werksaamhede.....	9.75
F. (i) Magasynmanne en/of pakhuismanne, versendingsklerke.....	15.85
F. (ii) Assistent-magasynmanne en/of assistent-pakhuismanne.....	14.00
G. Motorvoertuigbestuurders.	
Werkzaam op voertuie met 'n loonvrag van tot en met 3 ton.....	17.30
Werkzaam op voertuie met 'n loonvrag van meer as 3 ton maar hoogstens 5 ton.....	19.70
Werkzaam op voertuie met 'n loonvrag van meer as 5 ton.....	21.95
H. Vuremaak en/of in stand hou.....	10.80
I. Nagwagte.....	14.00

5. LEWENSKOSTETOELAE.

(1) Die lone wat in klousule 4 voorgeskryf word, word geag die lewenskostetoelae in te sluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is.

(2) Ingeval die lewenskostetoelae wat ingevolge gemelde Oorlogsmaatreël betaalbaar is, verhoog word, moet die voorgeskrewe lone dienoreenkomstig verhoog word; met dien verstande dat 'n bedrag van 40 persent van die basiese lone wat voorgeskryf word in die Ooreenkoms gepubliseer by Goewermentskennissgewing No. 2915 van 24 Desember 1953 en herafgekindig by Goewermentskennissgewing No. 332 van 2 Maart 1956, en 50 persent van die basiese lone wat voorgeskryf word in die Ooreenkoms gepubliseer by Goewermentskennissgewing No. 2141 van 30 Desember 1960, soos gewysig by die Ooreenkoms gepubliseer by Goewermentskennissgewing No. 576 van 13 April 1962, geag word lewenskostetoelae te wees vir die toepassing van gemelde Oorlogsmaatreël.

6. WERKURE.

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

- om vir langer as 43 uur, uitgesonderd etenstye, in 'n bepaalde week te werk nie; of
- om vir langer as 8 uur, uitgesonderd etenstye, op 'n bepaalde dag te werk nie; met dien verstande dat daar in 'n bedryfsinrigting waarin—
 - 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 elke ander dag in die week te werk; of
 - 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 vyftien minute te werk; of
- om vir 'n aaneenlopende tydperk van langer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie; met dien verstande dat werkdagte wat deur 'n pouse van minder as een uur onderbreek word, by die toepassing van hierdie paragraaf geag word aaneenlopend te wees; of
- om, indien dit 'n vrou is, op die volgende tye te werk nie:—
 - Tussen ses-uur nm. en ses-uur vm.; of
 - na een-uur nm. op meer as vyf dae in 'n week.

(2) By die toepassing van paragraaf (a) van subklousule (1), word 'n werknemer wat gewoonlik nie op 'n vakansiedag soos bedoel in subklousule (8) van klousule 8, werk nie of wat op sodanige 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 sodanige nagwag moet een vry nag in elke sewe agtereenvolgende nagte toegestaan word.

	Per Week. R
(ii) Employees under the age of 18 years.....	6.50
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.	
(NOTE.—“Wool skin Processing” means the processing of skins with the wool on.)	
(a) Ironing and shearing.....	15.20
(b) Carding.....	9.75
E. Welting and Randing Department.	
(a) Splitting, skiving, cutting, grooving and bevelling.....	15.85
(b) All other operations.....	9.75
F. (i) Storemen and/or warehousemen, despatch clerks..	15.85
(ii) Assistant storemen and/or assistant warehousemen	14.00
G. Motor Vehicle Drivers.	
Employed on vehicles of a payload of up to and including 3 tons.....	17.30
Employed on vehicles of a payload of over 3 tons but not exceeding 5 tons.....	19.70
Employed on vehicles of a payload of over 5 tons....	21.95
H. Making and/or maintaining fires.....	10.80
I. Night Watchmen.....	14.00

5. COST OF LIVING ALLOWANCE.

(1) The wages prescribed in clause 4 shall be deemed to include the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended.

(2) In the event of the cost of living allowance payable in terms of the said war measure being increased, the wages prescribed shall be increased accordingly, provided that an amount of 40 per cent of the basic wages prescribed in the Agreement published under Government Notice No. 2915, dated 24th December, 1953, as re-enacted by Government Notice No. 332 dated 2nd March, 1956, and 50 per cent of the basic wages prescribed in the Agreement published under Government Notice No. 2141, dated 30th December, 1960, as amended by the Agreement published under Government Notice No. 576, dated 13th April, 1962, shall be deemed to be cost of living allowance for the purpose of the said War Measure.

6. 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—

- to work for more than 43 hours, excluding meal times, in any one week; or
- to work for more than 8 hours, excluding meal times, on any one day; provided that in any establishment in which—
 - 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
 - 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
- to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous; or
- who is a female, to work—
 - between six o'clock p.m. and six o'clock a.m.; or
 - after one o'clock p.m. on more than five days in any week.

(2) For the purposes of paragraph (a) of sub-clause (1) an employee who does not work on any holiday referred to in sub-clause (8) of clause 8 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) Ondanks die bepalinge van paragraaf (a) van subklousule (1), mag die werkure van 'n nagwerknemer in 'n bedryfsinrigting waar 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 in die geval van 'n dagwerknemer en minder as 39 uur in die geval van 'n nagwerknemer is, 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 word, of daar mag nie van hom vereis word om vir langer as een week op 'n keer op dieselfde skof te bly nie, en 'n nagwerknemer mag nie toegelaat word, of daar mag nie van hom vereis word om vir langer as twee weke op 'n keer nagwerk te verrig nie.

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

(b) Elke werkgever wat voornemens is om af te wyk van die tye bedoel in paragraaf (a), moet die Raad minstens sewe dae voor die datum waarop hy voornemens is om aldus 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 sodanige dag in kennis gestel word dat hul dienste nie nodig sal wees nie. Sodanige kennisgewing moet aan werknemers persoonlik gerig word; so nie, moet dit voor sodanige dag in die afdeling of afdelings waarin hulle werksaam is, opgeplak word.

As hulle nie aldus in kennis gestel word nie, is werknemers wat op die gewone begintyd by die inrigting opdaag vir werk, geregtig om vir minstens 'n halwe dag te werk of, in plaas daarvan, 'n halwe dag se besoldiging te ontvang.

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

(8) Onderstaande rusttydperke moet aan elke werknemer verleen en as tyd gewerk, gereken word—

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

(b) van Maandag tot Vrydag, 'n tydperk van minstens tien minute elke namiddag, mits daar een uur na die etenspouse gewerk is.

(9) Indien werknemers aan die end van werktye moet "uitklok", moet die werkgever fasiliteite verskaf wat die werknemers in staat sal stel om die bedryfsinrigting te verlaat op die regte tyd waarop die werk gestaak moet word.

(10) Ondanks andersluidende bepalinge 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 die 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.

7. OORTYDWERK.

(1) Ondanks die bepalinge van paragrafe (a) en (b) van subklousule (1) van klousule 6 en subklousule (4) van klousule 6 en behoudens die bepalinge in hierdie klousule, mag 'n werkgever van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk, in 'n bepaalde week, van hoogstens—

(a) tien uur; of

(b) 'n getal ure (wat meer as tien mag wees) wat die Raad vasgestel het in 'n skriftelike kennisgewing aan die werkgever, 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, bepaal word;

met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd—

(a) vir meer, as twee uur op 'n dag te werk nie;

(b) op meer as drie agtereenvolgende dae te werk nie;

(c) op meer as sesstig dae in 'n jaar te werk nie;

(d) na voltooiing van haar gewone werkure, vir langer as een uur op 'n dag oortyd te werk nie, tensy hy—

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

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

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

(3) Behoudens die bepalinge van subklousule (4) hiervan, moet 'n werknemer, uitgesonderd 'n nagwag, vir elke uur of gedeelte van 'n uur wat hy voor sy gewone begintyd of na sy gewone uitskeityd werk, die volgende betaal word:—

(a) Teen sy uurloon, plus 33½ persent, op enige dag van Maandag tot en met Vrydag;

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

(4) Notwithstanding the provisions of paragraph (a) of sub-clause (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 purposes 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 to 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.

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 ten minutes in the morning provided that one hour has been worked;

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

(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.

7. OVERTIME.

(1) Notwithstanding the provisions of paragraphs (a) and (b) of sub-clause (1) of clause 6 and sub-clause (4) of clause 6 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) ten hours; or

(b) a number of hours (which may exceed ten) 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 conditions 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 sixty days in any year;

(d) after completion of her 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, as amended, 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 sub-clause (4) hereof, for each hour or part of an hour so worked, be paid if employed—

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

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

(4) As dit in 'n bedryfsinrigting gebruiklik 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 'n Saterdagmôre te werk, vir elke uur of gedeelte van 'n uur aldus gewerk, 1½ maal sy uurloon betaal word afgesien van die ure wat werklik tussen Maandag en Vrydag gewerk is.

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

- (a) die werknemer besoldig teen minstens dubbel sy gewone besoldiging vir die totale tydperk gewerk op so 'n Sondag of teen minstens dubbel die gewone besoldiging waf betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of
- (b) die werknemer besoldig teen minstens 1½ maal sy gewone loon ten opsigte van die totale tydperk wat op sodanige Sondag gewerk is, en hom binne sewe dae na sodanige Sondag een dag vakansie verleen en hom ten opsigte daarvan teen minstens sy gewone loon besoldig asof hy op sodanige 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 vir 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 voor daardie datum, of gedurende die totale tydperk van sy diens by die betrokke werkgewer, naamlik 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 sodanige ekstra tyd teen sy uurloon plus drie-en-dertig 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.

8. VAKANSIEDAE EN JAARLIKSE VERLOF.

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

- (a) die tydperk van sodanige verlof nie mag saamval nie met 'n kennisgewingstermyn ten opsigte van die diensbeëindiging van die werknemer of met 'n tydperk waarin hy militêre opleiding ondergaan; en
- (b) as 'n openbare vakansiedag wat in subklousule (7) van hierdie klousule bedoel word, binne die tydperk van sodanige verlof val, sodanige openbare vakansiedag as 'n verdere tydperk van verlof by genoemde tydperk gevoeg moet word en die werknemer ten opsigte van sodanige openbare vakansiedag, tesame met die verlof-toelae, 'n bedrag betaal moet word wat gelyk is aan die loon wat hy sou verdien het as hy op sodanige openbare vakansiedag sy daaglikse gemiddelde gewone werkure gewerk het.

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

(2) By diensbeëindiging moet die werkgewer die bedrag van die verlof-toelae wat op die datum van sodanige beëindiging verskuldig en bereken is soos in subklousule (1) bepaal, aan die werknemer betaal.

(3) Diens vir 'n halwe maand of meer moet hy die berekening van die verlof-toelae wat ingevolge subklousules (1) en (2) betaalbaar is, geag word diens vir 'n volle maand te wees, en "n halwe maand" beteken 'n tydperk van 15 agtereenvolgende kalenderdae (afgesien van werkdade).

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

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

(c) Indien 'n werknemer so 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.

(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, respectively of the number of hours actually worked between Monday and Friday.

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

- (a) pay the employee remuneration at a rate 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 the 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 thirty-three 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.

8. HOLIDAYS AND ANNUAL LEAVE.

(1) Every employer shall, not later than 24th 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 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 sub-clause (7) 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.

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 sub-clause (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 sub-clauses (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 sub-clause (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) Die bedrag wat ingevolge subklousules (1), (2) en (4) aan verloftoelae betaalbaar is, 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 die bepaling van subklousule (6) van klousule 7 is *mutatis mutandis* van toepassing.

(6) Enige tydperk wat 'n werknemer—

(a) ingevolge subklousule (1) met verlof is; of

(b) militêre opleiding ondergaan; of

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

(d) weens siekte of 'n bevalling van die werk afwesig is;

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

(7) (a) Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag is vakansiedae met volle besoldiging; met dien verstande dat, as 'n werknemer op enigen van daardie dae werk, sy werkgever 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) Indien 'n werknemer se diens beëindig word gedurende die week waarin Goëie Vrydag val, moet hy benewens enige ander besoldiging wat aan hom verskuldig is, twee dae se loon betaal word ten opsigte van Goëie Vrydag en Paasmaandag.

(c) Indien enigen van die openbare vakansiedae wat in subklousule (a) van hierdie klousule gemeld word, op 'n Saterdag val, moet die loon vir sodanige vakansiedag bereken word teen een vyfde van die gewone weekloon.

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

(8) Voordat 'n werkgever sy bedryfsinrigting sluit vir die jaarlike tydperk wat in subklousule (1) van hierdie klousule bedoel word, moet hy—

(i) sy werknemers minstens 30 dae vooraf kennis gee van die voorlopige sluitingsdatum; en

(ii) 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.

'n Werkgever wat voornemens is om sy bedryfsinrigting vir 'n ander vakansietydperk te sluit as dié in subklousule (1) van hierdie klousule bedoel, moet sy werknemers minstens drie werkdade vooraf kennis van sodanige sluiting gee en moet in sodanige kennisgewing die tydperk meld waarin daar nie van die werknemers vereis sal word om te werk nie.

Die kennisgewings hierbo bedoel, moet skriftelik wees en moet deur die werkgever opgeplak word op 'n plek wat vir sy werknemers gereedelik toeganklik is.

(9) Tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, mag die verloftydperk in subklousule (1) bedoel, nie met enige tydperk van militêre opleiding saamval nie.

9. WERKPLEK.

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

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

10. FONDSE VAN DIE RAAD.

(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) 1c van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, vir wie minimum lone van minder as R9.60 per week voorgeskryf word;

(b) 2c van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, vir wie minimum lone van R9.60 of meer, maar minder as R18, per week voorgeskryf word;

(c) 3c van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, vir wie minimum lone van R18 per week en meer voorgeskryf word.

(2) By die totale bedrae aldus afgetrek, moet die werkgever 'n bedrag voeg wat daaraan gelyk is 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 mag word.

(5) The amount of the leave allowance payable in terms of sub-clauses (1), (2) and (4) 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 sub-clauses (6) of clause 7 shall *mutatis mutandis* apply.

(6) Any period during which an employee—

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

(b) undergoes military training;

(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 sub-clauses (1) and (2); 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 twelve months of employment which is in excess of thirty days.

(7) (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 sub-clause (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.

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

(i) give his employees at least 30 days' notice of the provisional date of closing; and

(ii) 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.

An employer who proposes to close his establishment for any holiday other than the holiday period referred to in sub-clause (1) of this clause shall give his employees at least three working days' notice of such closing, and shall state in such notice the period during which the 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.

(9) Unless the employee so requests and the employer agrees in writing, the period of leave referred to in sub-clause (1) shall not be concurrent with any period of military training.

9. 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.

10. 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) 1c from the earnings of each of his employees, other than apprentices, for whom minimum rates of less than R9.60 per week are prescribed;

(b) 2c from the earnings of each of his employees other than apprentices, for whom minimum rates of R9.60 or over but less than R18 per week are prescribed;

(c) 3c from the earnings of each of his employees, other than apprentices, for whom minimum rates of R18 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.

11. DIENSBEËINDIGING.

(1) Behoudens die bepalings van subklousule (2), moet elke werknemer een week vooraf kennis van sy diensbeëindiging gee en moet elke werkgever een week vooraf kennis daarvan gee dat hy die diens van 'n werknemer wil beëindig; sodanige 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 na die verlof wat in klousule 8 bedoel word, nodig is nie, moet een week voordat die verlof begin, kennis gegee word, anders is hy 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 vooraf kennis te gee.

(3) Die bepalings van hierdie klousule maak geen inbreuk op enige ooreenkoms waarby voorsiening vir 'n langer kennisgewingstermyn as een week gemaak word nie; met dien verstande dat die kennisgewingstermyn waaroor 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 waaroor daar ooreengekom is.

(4) Wanneer 'n werknemer vir vier of meer agtereenvolgende weke korttyd gewerk het of wanneer minder as 43 uur se werk gedurende 'n tydperk van vier weke gegee is, word sy diens geag beëindig te wees en moet een volle week se loon, benewens enige besoldiging wat ingevolge hierdie Ooreenkoms verskuldig is vir werk wat gedoen is, aan die werknemer betaal word.

(5) 'n Werknemer wat sonder kennisgewing ontslaan word, uitgesonderd om 'n regsgeldige rede, moet in plaas van sodanige 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.

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

12. VERSEKERING VAN LONE IN GEVAL VAN BRAND.

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. 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 toegetree het, naamlik 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 sodanige 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 bly.

Die rente op die geld aldus belê, kom die algemene fondse van die Raad toe.

13. DIENSSERTIFIKATE.

(1) Elke werkgever moet aan elke werknemer wat sy diens verlaat, by sodanige diensverlating 'n dienssertifikaat in die vorm van Aanhangsel A uitreik. Sodanige sertifikaat moet in volgorde genommer word 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.

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

(2) Voordat 'n werknemer in diens geneem word, moet elke werkgever van sodanige applikant vereis om, as hy voorheen in die Nywerheid werksaam was, 'n dienssertifikaat te toon, soos by subklousule (1) voorgekryf, of om 'n sertifikaat te toon wat deur die sekretaris van 'n distrikskomitee of die Sekretaris van die Raad, onderteken is en waarin die vorige ondervinding van die applikant, as hy enige ondervinding het, gemeld word. As die applikant 'n leerling is, moet die werkgever eis dat hy 'n geboortesertifikaat of ander bewys van sy 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 hierdie tydperk moet die werknemer 'n geboortesertifikaat indien. As die werknemer na verloop van drie maande nie sodanige sertifikaat kan indien nie, moet die werkgever by die distrikskomitee (of waar daar nie 'n distrikskomitee bestaan nie, by die Uitvoerende Komitee) aansoek om vrystelling van hierdie subklousule doen.

As sodanige vrystelling nie verleen word nie, moet die diens van die werknemer beëindig word.

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

11. TERMINATION OF EMPLOYMENT.

(1) Except as provided in sub-clause (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 8 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 sub-clause, payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(4) When an employee has been on short time for four or more consecutive weeks or when less than 43 hours' work is given during a period of four weeks his employment shall be regarded as terminated and the employee shall be paid one full week's wages in addition to any payment in terms of this Agreement for work performed.

(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.

(7) When an employee has been absent from work due to illness or confinement for a period exceeding thirty 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.

12. INSURANCE OF WAGES IN CASE OF FIRE.

Every employer shall take out a policy of insurance with a registered insurance company which shall provide for payment to be made to all employees of the employer who are deprived of work through fire, of 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. Should it not be possible for the employer to obtain such a policy of insurance, he shall, within two months of the date of coming into force of this Agreement, or within two months of the date 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.

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

13. 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 certificate 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.

(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 sub-clause (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 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 sub-clause.

If such exemption is not granted the employee's service must be terminated.

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

In die geval van Naturelle kan 'n sertifikaat wat deur die Bantoesakekommissaris onderteken is, in plaas van 'n sertifikaat van die ouer of voog aanvaar word.

Wanneer die sekretaris van die distrikskomitee of die Sekretaris van die Raad deur 'n applikant genader word, moet hy die besonderhede omtrent die applikant se ouderdom en onder-vinding vasstel en verifieer en daarna 'n sertifikaat uitreik.

14. DIFFERENSIËLE LONE.

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

(2) 'n Werknemer wat enigeen van die werksaamhede verrig wat in klousule 4 A en B gespesifiseer word, mag nie in dieselfde week enigeen van die werksaamhede wat in klousule 4 C gespesifiseer word, verrig nie.

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

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

15. STUKWERK.

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

- (a) die betrokke distrikskomitee stukwerk lone aanbeveel het; en
- (b) die stukwerk lone soos deur die distrikskomitee of op 'n ander manier aanbeveel, deur die Raad goedgekeur is.

(2) Stukwerk moet van toepassing wees op alle werknemers in dieselfde bedryfsinrigting wat die betrokke werksaamhede verrig en die stukwerk lone moet op so 'n grondslag berus dat dit elke werknemer in staat stel om die voorgeskrewe minimum uurloon vir die werksaamheid, plus vyf-en-twintig persent, 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.

16. LEERLINGSERTIFIKATE.

(1) Geen werkgewer mag 'n leerling vir splits- of skaafwerk in diens neem nie sonder 'n sertifikaat wat deur die Raad of die Uitvoerende Komitee uitgereik is nadat die Raad of die Uitvoerende Komitee hom daarvan oortuig het dat daar behoorlike fasiliteite vir die opleiding van sodanige leerling bestaan.

(2) Aansoek om toestemming om 'n leerling te gebruik vir 'n werksaamheid wat in subklousule (1) bedoel word, moet deur die werkgewer aan die Raad gerig word op die vorm wat die Raad mag voorskryf.

(3) Elke sertifikaat soos in subklousule (2) bedoel, moet deur die Sekretaris van die Raad onderteken word en moet die leerling se naam en ouderdom, die werksaamheid wat hy verrig, die minimum loon aan hom betaalbaar, die werkgewer se naam en die tydperk waarvoor die sertifikaat van krag is, meld.

(4) Die Raad of die Uitvoerende Komitee kan, indien hy dit dienstig ag, na een week skriftelike kennisgewing aan die werkgewer en aan die werknemer, 'n sertifikaat wat kragtens hierdie klousule uitgereik is, intrek afgesien daarvan of die geldigheids-termyne daarvan verstryk het of nie.

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

(6) Ten einde die minimum loon vas te stel wat betaalbaar is aan 'n leerling wat ingevolge hierdie klousule in diens geneem is, 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 die goedkeuring van die Raad ontslaan word of sy werk-gewer se diens verlaat nie.

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

17. LOONREGISTER.

Loonregisters moet deur all werkgewers op so 'n manier opgestel word dat elke besondere afdeling van hul looierye onder afsonderlike hoofde aangetoon word; en die name van werknemers en alle besonderhede ten opsigte daarvan vereis, moet onder die regte afdelingshoofde verskyn.

18. OORSKOENE, KLERE EN GEREEDSKAP.

(1) Werkgewers moet die beskermende klere en toestelle wat vereis word by regulasie 18 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gepubliseer by Goewermmentskennisgewing No. 1227 van 4 September 1941, soos gewysig, gratis aan alle werknemers verskaf en moet voorskote, handskoene, kamaste en een

In the case of Natives, a certificate signed by the Bantu Affairs Commissioner may be accepted in place of a certificate by the parent or guardian.

Upon being approached by an applicant, the Secretary of the District Committee or of the Council shall ascertain and verify the particulars of the applicant's age and experience and thereafter issue a certificate.

14. 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) An employee who is employed on any of the operations specified in clause 4 A and B may not be 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.

15. 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) 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 twenty-five 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.

16. LICENSING OF LEARNERS.

(1) No employer shall employ a learner upon splitting or shaving except under the licence issued by the Council or Executive after the Council or Executive has satisfied 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 sub-clause (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 sub-clause (2) 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 wage payable to him, the name of the employer and the period during which the licence shall be valid.

(4) The Council or Executive, if it deems fit after one week's notice in writing has been given to the employer and to the employee, may 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 wage 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.

17. WAGE REGISTERS.

Wage registers shall be compiled by all employers in such a manner as to indicate each particular department of their tanneries under separate headings, the names of employees and all details required in respect thereof to appear under their proper departmental headings.

18. 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 No. 1227, dated 4th September, 1941, as amended, and in respect of employees

paar waterdigte oorskoene of ander geskikte skoeisel van so 'n aard dat dit die voete minstens vier maande voldoende beskerm, gratis verskaf aan hul werknemers wat op die kalkterrein en in enige nat werk werksaam is, en moet sodanige uitrusting vervang wanneer dit in 'n verslete toestand teruggegee word.

(2) Werkgewers moet werknemers wat spuitwerk verrig en op basmeutens werk, gratis van behoorlike maskers voorsien.

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

19. 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 sodanige liggame te vervul.

20. ADMINISTRASIE VAN OOREENKOMS.

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

21. VRYSTELLINGS.

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

(2) Die Raad of die Uitvoerende Komitee moet ten opsigte van elke persoon aan wie vrystelling verleen word, die voorwaardes waarop en die tydperk waarvoor die vrystelling verleen word, bepaal; met dien verstande dat die Raad of die Uitvoerende Komitee, indien hy dit dienstig ag en nadat daar een week vooraf skriftelik kennis aan die betrokke persoon gegee is, 'n vrystellingsertifikaat mag intrek.

(3) Die Sekretaris van die Raad of die Uitvoerende Komitee moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat uitreik wat deur hom onderteken is en waarin onderstaande gemeld 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; en
- (d) die tydperk waarvoor die vrystelling geldig is.

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

- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
- (b) 'n kopie hou van elke sertifikaat wat uitgereik word; en
- (c) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur.

(5) Geen vrystelling van die bepalings van paragraaf (d) van subklousule (1) van klousule 6 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; of
- (b) wat nodig is ten einde die verlies van grondstowwe wat nog behandel word en wat maklik kan bederf, te verhoed.

22. PERSONE ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

Geen persoon wat jonger as 15 jaar is, mag in die Nywerheid werksaam wees nie.

23. 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 werkgever om sodanige persone toe te laat om sy bedryfsinrigting te betree en om dié navrae te doen en dié dokumente, boeke, loonstate, betaalboekerte en besoldigingskaarte te ondersoek en dié individue te ondervra wat nodig mag wees ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

24. INDIENSNEMING VAN VAKVERENIGINGLEDE.

(1) Lede van die vakverenigings moet voorkeur by indiensneming geniet, en werkgewers moet alle redelike fasiliteite aan amptenare van die vakverenigings verleen om werknemers (uitgesonderd vakleerlinge) te organiseer.

(2) Die lede van die vakverenigings in elke bedryfsinrigting het die reg om een of meer werkwinkelverteenvoordigers en/of 'n werkwinkelkomitee uit hul geledere aan te stel ooreenkomstig die bepalings betreffende die aanstelling van werkwinkelverteenvoordigers en werkwinkelkomitees soos vervat in die konstitusie van die betrokke vakvereniging, en die betrokke werkgever moet volle erkenning aan sodanige werkwinkelverteenvoordigers 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.

employed in the lime yard and upon any wet work—aprons, gloves, leggings, and one pair of water-tight 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.

19. 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.

20. 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.

21. EXEMPTIONS.

(1) The Council or Executive 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 persons for any good and sufficient reason.

(2) The Council or Executive shall fix in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate provided that the Council or Executive 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 shall issue to every person granted exemption, a licence signed by him setting out—

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

(4) The Secretary of the Council or Executive 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 6 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.

22. PERSONS UNDER FIFTEEN YEARS OF AGE.

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

23. 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 Agreement are being observed.

24. 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 employers to organise employees (other than an apprentice).

(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.

Hierdie Oorlegkoms is namens die partye op hede die 19de dag van September 1963 onderteken.

A. S. YOUNG.
Algemene Sekretaris van Raad.

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWER-
HEID VAN SUID-AFRIKA.

Sertifikaat No.

Op hede die _____ dag van _____ 19 _____
uitgereik te _____

Handtekening van Werkgever/Sekretaris.

This Agreement signed on behalf of the parties on this 19th day of September, 1963.

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

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER
INDUSTRY OF SOUTH AFRICA.

No. of Certificate.....

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]**TOTALE 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.

No. R. 172.] [7 Februarie 1964.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.**LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.**

Namens die Minister van Arbeid verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Leerlooi-afdeling van die Leernywerheid, gepubliseer by Goewermmentskennisgewing No. 171 van 7 Februarie 1964, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 173.] [7 Februarie 1964.

WET OP OORLOGSMAATREËLS, 1940.**OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.****LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.**

Namens die Minister van Arbeid skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Leerlooi-afdeling van die Leernywerheid wat by Goewermmentskennisgewing No. 171 van 7 Februarie 1964 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 172.] [7 February 1964.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.**LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Tanning Section of the Leather Industry, published under Government Notice No. 171 of the 7th February, 1964, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 173.] [7 February 1964.

WAR MEASURES ACT, 1940.**SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.****LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Tanning Section of the Leather Industry, published under Government Notice No. 171 of the 7th February, 1964.

M. VILJOEN,
Deputy-Minister of Labour.

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