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PRETORIA, 3 JULIE 1964.

[No. 843.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1007.] [3 Julie 1964.
WET OP NYWERHEIDSVERSOENING, 1956.

LEERNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA.—SKOEISELAFDELING.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
verklaar 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 Skoeiselafdeling van die Leermywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgiving en vir die tydperk wat op 15 April 1967 eindig, bindend is vir die werkgewersorganisasies en verenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies 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), 16, 20 en 21 van Deel I, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgiving en vir die tydperk wat op 15 April 1967 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgiving, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 (a), 3, 4 (3) (e), 16, 20 en 21 van Deel I, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgiving en vir die tydperk wat op 15 April 1967 eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

A. E. TROLLIP,
Minister van Arbeid.
R.N. 4/1/77 (c).

A-5466221

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1007.] [3 July 1964.
INDUSTRIAL CONCILIATION ACT, 1956.

LEATHER INDUSTRY, REPUBLIC OF SOUTH
AFRICA.—FOOTWEAR SECTION.

I, ALFRED ERNEST TROLLIP, 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 Footwear 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 the 15th April, 1967, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;
- (b) in terms of 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), 16, 20 and 21 of Part I, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 15th April, 1967, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Republic of South Africa; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Republic of South Africa and from the second Monday after the date of publication of this notice and for the period ending the 15th April, 1967, the provisions of the said Agreement, excluding those contained in clauses 2 (a), 3, 4 (3) (e), 16, 20 and 21 of Part I, 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.

A. E. TROLLIP,
Minister of Labour.

1-843

BYLAE.

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

OOREENKOMS

Ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen—

- (a) The Midland and Border Leather Industry Manufacturers' Association;
 - (b) The Cape Western and North Western Leather Industries Employers' Association;
 - (c) The Transvaal Footwear, Tanning and Leather Trades' Association;
 - (d) The Natal Footwear, Tanning and General Leather Manufacturers' Association;
 - (e) The South Western Districts Leather Industries Association; (hieronder die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en
 - (f) The National Union of Leather Workers; en
 - (g) The Transvaal Leather and Allied Trades Industrial Union; (hieronder die "werkneemers" of die "vakverenigings" genoem), aan die ander kant,
- wat die partye is by die Nasionale Nywerheidsraad vir die Leer-nywerheid van Suid-Afrika.

DEEL I.

ALGEMENE BEPALINGS VAN TOEPASSING OP DIE SKOEISELAFDELING VAN DIE LEERNYWERHEID.

1. WOORDOMSKRYWING.

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

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig; "volwassene" 'n werkneemer, uitgesonderd 'n vakleerling, wat 21 jaar oud of ouer is;

"vakleerling" 'n werkneemer wat gebind is by 'n skriftelike vakleerlingkontrak wat geregistreer is of geag word geregistreer te wees ingevolge die Wet op Vakleerlinge, 1944, soos van tyd tot tyd gewysig;

"basiese loon"—kyk "loon";

"keteloppasser" 'n werkneemer wat aktief werksaam is in verband met die instandhouding van die stoomdruk en waterinhoud van 'n stoomketel; sodanige werkneemer mag ook vure maak en/of in stand hou;

"Raad" die Nasionale Nywerheidsraad vir die Leer-nywerheid van Suid-Afrika wat ingevolge die Wet geregistreer is of geag word geregistreer te wees;

"versendingsklerk" 'n werkneemer wat daarvoor verantwoordelik is om goedere in of uit 'n pakhuis of magasyn te ontvang, of van departemente vir versending of aflevering en wat verantwoordelik is vir die verpakking en/of bymekaaarmakaan van sodanige goedere, die nagaan van pakke en die weeg, merk of adressee daarvan;

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

"bedryfsinrigting" enige plek waarin enige van die werkzaamhede in verband met die Nywerheid verrig word;

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

"ondervinding"—

- (a) die totale tydperk of tydperke diens, hetby voor of na die datum van inwerkingtreding van hierdie Ooreenkoms, wat 'n werkneemer gehad het in die departement waarin hy werksaam was, afgesien van die werkzaamhede wat hy in daardie departement verrig het; diens in enige klas werk in 'n departement in die Leerskoeiselaafdeling van die Skoeiselaafdeling tel as diens in 'n ooreenstemmende klas werk in 'n ander departement van die Leerskoeiselaafdeling; met dien verstande dat waar 'n werkneemer van een departement oorgeplaas word na 'n ander klas in 'n ander departement van die Leerskoeiselaafdeling, die distrikskomitee die loon moet bepaal ooreenkomstig die tydperk of tydperke diens van die betrokke werkneemer in die Leerskoeiselaafdeling van die Nywerheid;
- (b) ook die jaarlike verloftydperk waarvoor daar in klousule 10 van hierdie deel voorsiening gemaak word, plus 'n tydperk van hoogstens vier maande militêre opleiding wat die werkneemer gedurende 'n bepaalde jaar diens mag ondergaan, maar uitgesonderd enige ander tydperk of tydperke van langer as drie agtereenvolgende weke waarin 'n werkneemer sonder die toedoen van die werkewer van sy werk afwezig was;

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 Midland and Border Leather Industry Manufacturers' Association;
 - (b) The Cape Western and North Western Leather Industries Employers' Association;
 - (c) The Transvaal Footwear, Tanning and Leather Trades' Association;
 - (d) The Natal Footwear, Tanning and General Leather Manufacturers' Association;
 - (e) The South Western Districts Leather Industries Association; (hereinafter referred to as "the employers" or "the employers' organisations"), of the one part, and
 - (f) The National Union of Leather Workers; and
 - (g) 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.

PART I.

GENERAL PROVISIONS APPLICABLE TO THE FOOTWEAR SECTION OF THE LEATHER INDUSTRY.

1. DEFINITIONS.

All expressions used in the 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;

"adult" means any employee, other than an apprentice, of the age of 21 years or over;

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

"basic wage", see "wage";

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

"Council" means the National Industrial Council of the Leather Industry of South Africa, registered or deemed to be registered under the Act;

"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 this Agreement in a particular area;

"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;

"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 had been employed, irrespective of the operations in that department on which he has been employed; employment in any class in any department in the leather footwear division of the footwear section shall count as employment in any corresponding class in any other department of the leather footwear division; provided that where an employee is transferred from one department to a different class in another department of the leather footwear division, the District Committee shall specify the wage in accordance with the period or periods of employment the employee concerned has had in the leather footwear division of the Industry;

(b) includes the annual leave period provided for in clause 10 of this part, plus up to four months of any period of military training which an employee may undergo during any one year of employment, but excludes any other period or periods in excess of three consecutive weeks during which an employee has been absent from work through no fault of the employer;

"Skoeiselafdeling" van die Leernywerheid, die afdeling van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

- (1) vir die vervaardiging, hoofsaklik van leer, van skoeisel van alle tipes maar uitgesonderd skoeisel volgens maat;
- (2) vir die vervaardiging van skoeisel van alle tipes van ander materiaal as leer;

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

- (1) Persele, masjinerie, uitrusting, gereedskap, gerei, diere, meubels en ander artikels skoonmaak;
- (2) houers was of skoonmaak;
- (3) grondstowwe, vervaardigde of halfvervaardigde produkte, masjinerie, uitrusting, gereedskap, gerei of ander artikels dra, verskuif en/of opstapel;
- (4) voertuie of houers op- of aflaai;
- (5) vure maak en/of in stand hou;
- (6) afval of as verwyder;
- (7) kiste, pakke, bale of kratte oop- of toemaak;
- (8) kiste, pakke of bale brandmerk, merk of sjablonne;
- (9) tee, koffie, kakao of dergelike dranke berei;
- (10) op afleweringswaens of voertuie behulpzaam wees;
- (11) briewe, boodskappe of goedere te voet of deur middel van 'n fiets of ander handaangedrewe voertuig aflewer;

"halfdag" die gewone voormiddag werktydperk van die betrokke bedryfsinrigting;

"uurloon" die weekloon gedeel deur 42, met uitsondering van die geval van 'n nagwag, wanneer dit die weekloon gedeel deur 72 beteken en met uitsondering van die geval van 'n ander werknemer as 'n werknemer wat skofwerk verrig en van wie vereis word of wat toegelaat word om gedurende die nagure te werk, wanneer dit die weekloon, gedeel deur 38, beteken;

"Nywerheid" die Skoeiselafdeling van die Leernywerheid; "leerling"—

- (1) 'n manlike werknemer (uitgesonderd 'n vakleerling) onder die leeftyd van 21 jaar wat besig is om een of meer werksaamhede in die Nywerheid te leer;
- (2) 'n vroulike werknemer (uitgesonderd 'n vakleerling) wat besig is om een of meer werksaamhede in die Nywerheid te leer;

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

(1) vir die vervaardiging, hoofsaklik van leer, van—

- (a) skoeisel van alle tipes maar uitgesonderd skoeisel volgens maat;
- (b) dokumenttas, tas en alle ander houers wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te hou;
- (c) tuie, tooms, saaltuig, saalsakke, kamaste, buigordre, stiegrieme, militêre uitrusting, uitgesonderd klere; handsakke vir dames, inkoopsakke, breisakke, Naturelletasse van die type wat algemeen bekend staan as "Xhosasakke"; notebeursies, beursies, horlosiebande, polsbande, halsbande vir honde, leibande vir honde, kombersrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelike artikels afgesien van die aard daarvan, maar wat bedoel is as plaasvervangers vir enige van voorname artikels;

- (2) vir die looi, dresseer en blotting van huide en velle;
- (3) in bedryfsinrigtings waarin leergodere ook vervaardig word, vir die vervaardiging, van ander materiaal as leer, van die artikels genoem in paragraaf (1); met dien verstande dat hierdie paragraaf nie die vervaardiging van inkooptasse wat hoofsaklik van papier gemaak is, insluit nie;

- (4) vir die vervaardiging van skoeisel van alle tipes van ander materiaal as leer;
- (5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaklik van leer, vesel, hout, doek, seildoek of weefstof of 'n kombinasie daarvan;

"militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met sub-artikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, moet ondergaan maar nie ook enige opleiding wat hy kragtens artikel drie-en-twintig van genoemde Wet verkieks om te ondergaan nie en ook nie enige ander opleiding of diens waarvoor hy hom vrywillig aanmeld of wat hy verkieks om te ondergaan nie;

"motorvoertuig" 'nervoermiddel wat op 'n ander manier aangedryf word as deur middel van mense- of djerekrag;

"nagure" die ure tussen 6 nm. en 6 vm.;

"buitewerk" werk wat deur of namens 'n werkewer uitbestee word en wat buite sy geregistreerde fabriek verrig of voltooi moet word in verband met enige samestellende deel, materiaal of gedeeltes van 'n produk wat binne die bestek van die Ooreenkoms val;

"verpakker" 'n werknemer wat skoendose in kiste, pakke, bale of kratte verpak;

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

- (1) for the manufacture mainly from leather of footwear, including all types, but not including bespoke made footwear;
- (2) for the manufacture of all types of footwear from material other than leather;

"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 cleaning 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) making and/or maintaining fires;
- (6) removing refuse or ashes;
- (7) opening or closing boxes, packages, bales or crates;
- (8) branding, marking, stencilling boxes, packages or bales;
- (9) making tea, coffee, cocoa or similar beverages;
- (10) assisting on delivery vans or vehicles;
- (11) delivering letters, messages or goods on foot or by means of a bicycle or any manually propelled vehicle;

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

"hourly wage" means the weekly wage divided by 42, 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 other than an employee engaged on shift work who is required or permitted to work during the night hours, when it shall mean the weekly wage divided by 38;

"Industry" means the Footwear Section of the Leather Industry;

"learner" means—

- (1) a male employee (other than an apprentice) under the age of 21 years who is engaged in learning one or more operations in the Industry;
- (2) a female employee (other than an apprentice) engaged in learning one or more operations in the Industry;

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

- (1) for the manufacture mainly from leather of—
 - (a) footwear, including all types, but not including bespoke made 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, stirrups 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, armlets, and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned;

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

(3) in 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.

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-section (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;

"night hours" means the hours between 6 p.m. and 6 a.m.;

"outwork" means work which is given out by or on behalf of an employer to be done or completed outside his registered factory on any component, materials or parts of a product falling within the scope of the Agreement;

"packer" means an employee who is employed on packing shoe boxes into boxes, packages, bales or crates;

"loonvrag" die "netto dravermoe" of die "netto vrag" wat 'n voertuig mag dra of trek kragtens 'n motortransport-sertifikaat of 'n vrystellingsertifikaat wat ten opsigte van sodanige voertuig deur die plaaslike padvervoerraad uitgereik is ooreenkomsdig die Motortransportwet, 1930, soos gewysig; "stukwerk" 'n stelsel waarvolgens 'n werkneemr uitsluitlik volgens die hoeveelheid of omvang van die werk wat hy verrig het, besoldig word;

"gekwalifiseerde werkneemr"—

(1) 'n manlike werkneemr (uitgesonderd 'n vakleerling of ogekwalifiseerde manlike volwassene soos voorgeskryf in klousule 5 van Deel II van hierdie Ooreenkoms) wat—

(a) of die leeftyd van 21 jaar bereik het; of

(b) deur middel van sy ondervinding geregtig geword het om die volle loon wat in hierdie Ooreenkoms voorgeskryf word, te ontvang vir die werksaamheid wat hy verrig;

(2) 'n vroulike werkneemr wat deur middel van haar ondervinding geregtig geword het om die volle loon wat in hierdie Ooreenkoms voorgeskryf word, te ontvang vir die werksaamheid wat sy verrig;

"Sekretaris van die Raad" die Algemene Sekretaris van die Raad, en ook 'n Assistent-sekretaris van die Raad; "korttyd" 'n tydperk wat korter is as die gewone weeklikse werkure;

"voorraadman en/of pakhuisman" 'n werkneemr wat algemeen beheer het oor voorrade en wat verantwoordelik is vir die ontvang van goedere in 'n pakhuis, die berging en hantering daarvan, die aflewering daarvan uit voorraad aan departemente of vir deursending en/of vir verpakking binne die voorraadkamer of pakhuis en vir die uitpak daarvan;

"aanvullende loon" die addisionele loon wat 'n werkneemr wat volgens 'n skema vir aanvullende lone of 'n loonaansporingskema werk, bo en behalwe sy basiese loon mag verdien;

"loonaansporingskema" of "skema vir aanvullende loon" 'n stelsel van besoldiging waarvolgens 'n werkneemr besoldig word volgens die hoeveelheid of omvang van die werk verrig, op dié voorwaarde, dat hy, afgesien van die hoeveelheid of omvang van die werk verrig, nie minder as sy basiese loon mag ontvang nie;

"loon" of "basiese loon" of "lone" die weekloon vir 'n werksaamheid soos voorgeskryf in Aanhengsel C van Deel I en Aanhengsel A van Deel II van hierdie Ooreenkoms.

2. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms—

(a) moet deur alle lede van die werkgewersorganisasies en van die vakverenigings wat in die Nywerheid betrokke is, nagekom word; en

(b) is op vakleerlinge van toepassing slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat ingevolge daardie wet geregistreer is of geag word geregistreer te wees of met voorwaardes wat daar-kragtens gestel is, onbestaanbaar is nie;

in die Republiek van Suid-Afrika.

3. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSDEUR.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel *agt-en-veertig* van die Wet mag vaststel en bly van krag vir die tydperk eindigende 15 April 1967 of vir dié tydperk wat hy mag bepaal.

4. LONE.

(1) (a) Behoudens die bepalings van klousules 9 en 18 van hierdie Deel, mag geen loon wat minder is as dié voorgeskryf in Aanhengsel C van Deel I en Aanhengsel A van Deel II van hierdie Ooreenkoms voorgeskryf word ten opsigte van enige werksaamheid wat deur 'n werkneemr verrig word, deur 'n werkneemr betaalbaar en deur 'n werkneemr aangeneem word nie, en elke werkneemr moet hom voorts hou aan die getalsverhouding en ander voorwaardes wat in genoemde Aanhengsel voorgeskryf word.

(b) Tensy anders gemeld, is die voorgeskrewe lone dwarsdeur die Republiek van Suid-Afrika betaalbaar.

(c) Met uitsondering van die geval van 'n nagwag en 'n ander werkneemr as 'n werkneemr wat skofwerk verrig en van wie vereis word of wat toegelaat word om gedurende die nagure te werk, is die loon soos voorgeskryf in die Aanhengsels van Deel I en Deel II van hierdie Ooreenkoms gelees met paragraaf (a) hiervan, betaalbaar vir 'n werkweek van 42 uur. In die geval van 'n nagwag word die loon betaalbaar vir 'n werkweek van 72 uur en in die geval van 'n ander werkneemr as 'n werkneemr wat skofwerk verrig en van wie vereis word of wat toegelaat word om gedurende die nagure te werk, word die loon betaalbaar vir 'n werkweek van 38 uur. Die werkuur mag nie vroeër as op Woensdag in 'n kalenderweek eindig nie. Alle lone is onderworpe aan die voorwaardes betreffende oortyd, waarvoor daar in klousule 8 van hierdie Deel voorsiening gemaak word.

"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 Boards in terms of the Motor Carrier Transportation Act, 1930, as amended;

"piece-work" means any system by which an employee is remunerated solely according to quantity or output of work done;

"qualified employee" means—

(1) a male employee (other than an apprentice or un-qualified male adult as prescribed in clause 5 of Part II of this Agreement) who has either—

(a) reached the age of 21 years; or

(b) become entitled by experience to receive the full wage prescribed in this Agreement for the operation upon which he is employed;

(2) a female employee who has become entitled by experience to receive the full wage prescribed in this Agreement for the operation upon which she is employed;

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

"short time" means a period less than the normal weekly working hours;

"storeman and/or warehouseman" means an employee who is in general charge of stores and who is responsible for receiving goods into store, 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;

"supplementary wage" means the additional amount which an employee working on a supplementary wage scheme or wage incentive scheme may earn above his basic wage;

"wage incentive scheme" or "supplementary wage scheme" means a system of remuneration whereby an employee is remunerated according to the quantity or output of work done, subject to the condition that he shall, irrespective of the quantity or output of work done, receive not less than his basic wage;

"wage" or "basic wage" or "wages" means the weekly wage for any operation as prescribed in Annexure C to Part I and Annexure A to Part II of this Agreement.

2. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall—

(a) be observed by all members of the employers' organisations and of the trade unions engaged in the Industry; and

(b) apply to apprentices in so far as they are not inconsistent with the Apprenticeship Act, 1944, as amended, or any contract registered or deemed to have been registered or any conditions fixed thereunder;

in the Republic of South Africa.

3. DATE AND PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section *forty-eight* of the Act and shall remain in force for the period ending 15th April, 1967, or such period as may be determined by him.

4. WAGES AND RATES.

(1) (a) Subject to the provisions of clauses 9 and 18 of this part, no employer shall pay and no employee shall accept remuneration at rates less than those prescribed in Annexure C to Part I and Annexure A to Part II of this Agreement in respect of any operation performed by such employee and each employer shall further comply with any ratio or other conditions prescribed in the said Annexure.

(b) Unless otherwise stated the prescribed wages shall be payable throughout the Republic of South Africa.

(c) Except in the case of a night watchman and an employee other than an employee on shift work who is required or permitted to work during the night hours, the wages prescribed in the Annexures to Part I and II of this Agreement read with paragraph (a) hereof, shall be payable for a working week of 42 hours. In the case of a night watchman, the wages shall be paid for a working week of 72 hours and in the case of an employee other than an employee on shift work who is required or permitted to work during the night hours for a working week of 38 hours. The working week shall end not earlier than on Wednesday in a calendar week. All wages shall be subject to the conditions governing overtime provided for in clause 8 of this part.

(d) Indien die getal ure wat daar gewerk is, minder is as dié voorgeskryf in paragraaf (c) hiervan, mag die loon van elke werknemer proporsioneel verminder word behalwe in die geval van 'n vakleerder en 'n nagwag en met dien verstande dat, in die geval van 'n motorvoertuigbestuurder van wie vereis word om op 'n bepaalde dag vir 'n kleiner getal ure te werk as dié voorgeskryf, hy vir die toepassing van hierdie klousule geag moet word sy gewone getal ure vir daardie dag te gewerk het afgesien van die getal ure wat hy werlik gewerk het.

(2) Alle besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet weekliks in kontant en wel voor of op Vrydag en gedurende die gewone werkure van die bedryfsinrigting of by diensbeëindiging, as dit voor die gewone betaaldag van die bedryfsinrigting plaasvind, betaal word. Die besoldiging moet geplaas word in 'n verseëlde koevert waarin of waarop die naam of nommer en die loon van die werknemer, die datum van betaling, die ure gewerk, besonderhede van bedrae wat afgetrek is en die netto bedrag van die besoldiging wat daar in vervat word, met 'n inkpotlood of met ink geskryf is in die volgende vorm of in 'n vorm wat wesenlik daarmee ooreenkom:—

Naam van werkewer.....	
Naam van werknemer en fabrieksnommer (indien dit gebruik word).....	
Loonskaal.....	R_____
Ure gewerk (uitgesonderd oortyd).....	R_____
Loon verskuldig.....	R_____
Oortydbesoldiging.....	R_____
Aanvullende loon.....	R_____
Lewenskostetoelae.....	R_____
 TOTAAL.....	R_____
 Aftrekkings—	
Werkloosheidversekeringsfonds.....	R_____
Siektebystandsfonds.....	R_____
Voorschrysfonds.....	R_____
Versekerings of pensioen.....	R_____
Ledegeld vir vakvereniging.....	R_____
Heffing van Raad.....	R_____
Spaargeld of ander toelaatbare aftrekkings.....	R_____
 *TOTALE AFSTREKKINGS.....	R_____
 NETTO VERDIENSTE.....	R_____

Datum

* Slegs die totale aftrekkings hoef gemeld te word behalwe in gevalle waar daar verandering in sodanige aftrekkings was, en in so 'n geval moet al die aftrekkings vir daardie week gemeld word.

(3) Behoudens andersluidende bepalings in hierdie Ooreenkoms of in enige wet, mag geen bedrag hoegenaamd, uitgesonderd die bedrae ten opsigte van ondergenoemde aftrekkings van die salaris wat aan 'n werknemer verskuldig is, afgetrek word nie:—

- (a) Behoudens die bepalings van klousules 4 (1) (d), 7 (4) en 9 (2), waar 'n werknemer van sy werk afwesig is en sodanige afwesigheid nie op versoek of op las van die werkewer geskied nie, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid;
- (b) met die skriftelike toestemming van die werknemer, aftrekkings vir vakansie-, werkloosheidversekerings-, siekte-, verekerings- of pensioenfondse en vir spaarfondse wat deur die Raad goedgekeur is; en enige bedrag wat deur 'n werknemer verskuldig is ten opsigte van etes, tee en/of ander verversings wat 'n werkewer verskaf het teen 'n koste waarmee die werknemer ingestem het;
- (c) heffings van 'die Raad ooreenkomsdig die bepalings van klousule 12 van hierdie deel van die Ooreenkoms;
- (d) enige bedrag wat 'n werkewer regtens, deur ordonnansie of regsproses, namens 'n werknemer betaal het;
- (e) met die skriftelike toestemming van die werknemer, aftrekkings vir bydraes tot die fondse van 'n vakvereniging wat 'n party by die Raad is.

(4) Geen premie vir die opleiding van 'n werknemer mag deur 'n werkewer gevra of aangeneem word nie.

(5) Waar die werk in enige bedryfsinrigting uitgevoer word deur werknemers wat in ploeë of spanne georganiseer is, moet die werkewer aan elke werknemer sy verdienste betaal.

(6) Niks in hierdie Ooreenkoms vervat, mag die uitwerking hê nie dat dit 'n tydloon wat tans betaal word en wat gunstiger vir die werknemer is as die loon wat in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf word, verminder terwyl hy in die diens van dieselfde werkewer bly.

5. LEWENSKOSTETOELAE.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule, moet elke werkewer aan elkeen van sy werknemers, benewens die ander besoldiging van sodanige werknemer, 'n lewenskostetoelae betaal wat bereken word teen 62½ persent.

Vir die toepassing van hierdie paragraaf sluit die uitdrukking "besoldiging" nie die spesiale bonus genoem in klousule 6 van hierdie Ooreenkoms, in nie.

(2) Ingeval 'n werknemer oortyd werk, word genoemde lewenskostetoelae wat betaalbaar is ten opsigte van die tydperk wat hy oortyd gewerk het, bereken teen sy gewone besoldiging en nie teen die oortydbesoldiging nie.

(d) If less hours than those prescribed in paragraph (c) hereof are worked, the wage of each employee may be reduced proportionately except in the case of an apprentice and a night watchman and provided that in the event of a motor vehicle driver being required on any one day to work a lesser number of hours than prescribed, he shall, for the purpose of this clause, be deemed to have worked his ordinary number of hours for that day irrespective of the number of hours actually worked by him.

(2) All remuneration payable in terms of this Agreement shall be paid in cash weekly not later than on Friday and during the ordinary working hours of the establishment, or on termination of employment if this takes place before the ordinary pay day of the establishment. The remuneration shall be placed in a sealed envelope in which or 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 remuneration contained therein shall be written in indelible pencil or ink in the following or substantially similar form:—

Name of Employer.....	
Name of Employee and factory number (if used).....	
Wage rate.....	R_____
Hours worked (excluding overtime).....	R_____
Wages due.....	R_____
Overtime.....	R_____
Supplementary wages.....	R_____
Cost of living allowance.....	R_____
 TOTAL.....	R_____
 Deductions:—	
Unemployment Insurance Fund.....	R_____
Sick Benefit Fund.....	R_____
Provident Fund.....	R_____
Insurance or Pension.....	R_____
Trade Union Subscriptions.....	R_____
Council Levies.....	R_____
Savings or other allowable deductions.....	R_____
 *TOTAL DEDUCTIONS.....	R_____
 NET REMUNERATION.....	R_____

Date

* Total deductions only need be shown except in the event of any changes in such deductions in which case all deductions for that week shall be shown.

(3) Except as otherwise provided in this Agreement or any law, no deduction of any kind, other than the following, may be made from the remuneration due to any employee—

- (a) subject to the provisions of clauses 4 (1) (d), 7 (4) and 9 (2) where an employee is absent from work and such absence is not at the request or on the instructions of his employer, a pro rata amount for the period of such absence;
- (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, and any amount due by an employee in respect of meals, tea and/or other refreshments supplied by an employer at a charge agreed to by the employee;
- (c) Council levies in terms of clause 12 of this part of the Agreement;
- (d) Any amount paid by an employer compelled by law, 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 any trade union which is a party to the Council.

(4) No premium for the training of any 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.

5. COST OF LIVING ALLOWANCE.

(1) Subject to the provisions of sub-clause (2) of this clause, every employer shall pay to each of his employees in addition to the other remuneration of such employee a cost of living allowance calculated at the rate of 62½ per cent upon such other remuneration.

For the purposes of this paragraph the term "remuneration" does not include the special bonus mentioned in clause 6 of this Agreement.

(2) In the event of any employee working overtime, the said cost of living allowance payable in respect of the period of overtime worked shall be calculated at his ordinary rate of remuneration and not at overtime rates.

(3) Ingeval die lewenskostetolae wat by Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, voorgeskryf word, hoër is as die lewenskostetolae wat in hierdie klousule voorgeskryf word, word sodanige hoër tolae betaalbaar en moet dit betaal word, met dien verstande dat 'n bedrag wat tot 20 persent uitmaak van die basiese loon wat voorgeskryf word in die Ooreenkoms wat gepubliseer is by Goewermentskennisgewing No. 1964 van 27 Julie 1951, soos herafgekondig en gewysig by Goewermentskennisgewing No. 243 van 15 Februarie 1957, geag word lewenskostetolae te wees yir die toepassing van genoemde Oorlogsmaatreël.

6. SPESIALE BONUS.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule, moet elke werkgever aan elkeen van sy werknemers 'n spesiale bonus betaal wat bereken word teen $2\frac{1}{2}$ persent van die som van sodanige werknemer se basiese loon en die lewenskostetolae waarvoor daar in klousule 5 voorsiening gemaak word.

(2) Wat betref 'n werknemer wat volgens 'n loonaansporingskema werk, word die spesiale bonus wat ingevolge hierdie klousule betaalbaar is, geag ingesluit te wees in 'n aanvullende loon wat sodanige werknemer mag verdien, met dien verstande dat sodanige aanvullende loon $2\frac{1}{2}$ persent of meer van sodanige werknemer se basiese loon moet beloop. Ingeval sodanige aanvullende loon minder as $2\frac{1}{2}$ persent van die werknemer se basiese loon beloop, is sodanige werknemer geregtig op betaling van die spesiale bonus in plaas van sodanige aanvullende loon.

(3) Ingeval 'n werknemer oortyd werk, word die spesiale bonus wat aan sodanige werknemer betaalbaar is ten opsigte van die oortyd wat hy gewerk het, bereken teen sy gewone besoldiging en nie teen die oortydbesoldiging nie.

7. WERKURE.

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgever van 'n werknemer, uitgesonderd 'n werknemer wat uitsluitlik as 'n nagwag in diens geneem is, vereis of hom toelaat—

- (a) om, met uitsondering van etenstye, vir meer as 42 uur in 'n bepaalde week te werk nie; of
- (b) om vir meer as 8 uur, etenstye uitgesonderd, op 'n bepaalde dag te werk nie; met dien verstande dat in enige bedryfsinrigting waarin—
 - (i) die gewone werkure op een dag in elke week nie meer as vyf is nie, 'n werknemer toegelaat of daar van hom vereis mag word om vir 'n addisionele tydperk van hoogstens 'n halfuur op elkeen van die ander dae van die week te werk; of
 - (ii) die werknemers gewoonlik nie op meer as vyf dae in die week werk nie, daar op enige werkdag van 'n werknemer vereis mag word of sodanige werknemer op enige werkdag toegelaat mag word om vir 'n addisionele tydperk van hoogstens een uur en vyftien minute te werk; of
- (c) om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat onderbreek word deur 'n pouse van minder as een uur, geag word aaneenlopend te wees; of
- (d) om, as dit 'n vrou is—
 - (i) tussen sesuur nm. en sesuur vm. te werk nie; of
 - (ii) na eenuur nm. op meer as vyf dae in 'n week te werk nie.

(2) Vir die toepassing van paragraaf (a) van subklousule (1), word 'n werknemer wat nie op 'n vakansiedag genoem in subklousule (6) van klousule 10 van hierdie Deel, 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 werk het.

(3) Die gewone werkure van 'n nagwag mag nie meer as 72 uur per week wees nie en sodanige nagwag moet in elke sewe agtereenvolgende nagte een nag vry gegee word.

(4) Indien daar nie van werknemers vereis word om hulle op 'n bepaalde dag vir werk by 'n bedryfsinrigting aan te meld nie, moet hulle voor sodanige dag individueel of per kennisgewing, opgeplak in die afdeling of afdelings waarin hulle werkzaam is, meegedeel word dat hul dienste nie vereis sal word nie.

Werknemers wat hulle in die namiddag by die bedryfsinrigting aanmeld, is daar toe geregtig om vir twee uur te werk of om twee uur se besoldiging in plaas daarvan te ontvang, tensy die werkgever gedurende die oggend kennis gegee het van sy voorneme dat daar nie gewerk sal word nie.

Ingeval 'n werknemer sy werk staak weens 'n onklaarraking in die bedryfsinrigting, is hy geregtig op betaling vir die eerste uur en vir enige tyd langer as een uur, wat hy in die bedryfsinrigting moet bly.

(3) In the event of the cost of living allowance prescribed under War Measure No. 43 of 1942, as amended, from time to time, exceeding the cost of living allowance prescribed in this clause, such higher allowance shall become payable and be paid provided that an amount up to 20 per cent of the basic wage prescribed in terms of the Agreement published under Government Notice No. 1964 of the 27th July, 1951, as re-enacted and amended by Government Notice No. 243 of the 15th February, 1957, shall be deemed to be cost of living allowance for the purpose of the said War Measure.

6. SPECIAL BONUS.

(1) Subject to the provisions of sub-clause (2) of this clause, every employer shall pay to each of his employees a special bonus calculated at the rate of $2\frac{1}{2}$ per cent upon the sum of such employee's basic wage, plus the cost of living allowance provided for in clause 5.

(2) In respect of any employee engaged upon a wage incentive scheme the special bonus payable in terms of this clause shall be deemed to be included in any supplementary wage which such employee may earn, provided that such supplementary wage amounts to $2\frac{1}{2}$ per cent or more of such employee's basic wage. In the event of such supplementary wage amounting to less than $2\frac{1}{2}$ per cent of the employee's basic wage, such employee shall nevertheless be entitled to payment of the special bonus in lieu of such supplementary wages.

(3) In the event of any employee working overtime the special bonus payable to such employee in respect of the overtime period shall be calculated at his ordinary rate of remuneration and not at overtime rates.

7. HOURS OF WORK.

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

- (a) to work for more than 42 hours, excluding meal times, in any one week; or
- (b) to work for more than 8 hours, excluding meal times on any one day; provided that in any establishment in which—
 - (i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or
 - (ii) the employees do not ordinarily work on more than five days in the week, an employee may on any work day be required or permitted to work for an additional period not exceeding one and a quarter hours; or
- (c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided 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
- (d) who is a female, to work—
 - (i) between six o'clock p.m. and six o'clock a.m.; or
 - (ii) after one o'clock p.m. on more than five days in any week.

(2) For the purposes of paragraph (a) of sub-clause (1) an employee who does not work on any holiday referred to in sub-clause (6) of clause 10 of this part, 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 of a night watchman shall not exceed 72 hours per week and such night watchman shall be allowed one night off duty in seven consecutive nights.

(4) 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.

Employees who have not been so informed and who attend 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 remuneration in lieu thereof.

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

In the case of an employee ceasing work due to a breakdown he shall be entitled to payment for the first hour and for any time in excess of one hour that he is required to remain in the establishment.

(5) Ondergenoemde rustydperke moet aan elke werknemer toegestaan word en moet gereken word as tyd gewerk:—

- (a) Op elke dag, 'n tydperk van minstens tien minute in dieoggend tussen die ure 10 v.m. en 11 v.m., mits hy een uur gewerk het;
- (b) van Maandag tot Vrydag, 'n tydperk van minstens tien minute elke namiddag tussen die ure 3.30 n.m. en 4.30 n.m., mits hy een uur gewerk het.

Gedurende die rustydperke waarvoor daar in (a) en (b) van hierdie subklousule voorsiening gemaak word, moet alle masjinerie in die bedryfsinrigting tot stilstand gebring word en mag daar van geen werknemer vereis word om te werk nie.

(6) Waar daar van werknemers vereis word om aan die einde van werktydperke „uit te klok”, moet die werkewer faciliteite verskaf wat die werknemers in staat sal stel om die bedryfsinrigting op die korrekte tyd waarop die werk gestaak moet word, te verlaat.

(7) (a) As meer as een skof in 'n bedryfsinrigting of afdeling gewerk word, moet die werkewer die Raad in kennis stel van die begin- en uitskeityd vir elke skof en van alle veranderings daarvan.

(b) Wanneer 'n skof tot in die nagure strek, moet daar 'n premie van 5 persent van die uurloon ten opsigte van die ure gewerk tussen 6 en 10 nm., en 'n premie van 10 persent van die uurloon ten opsigte van die ure gewerk tussen 10 nm. en 6 v.m., betaal word. Vir die toepassing van hierdie klousule, beteken „uurloon” die weekloon gedeel deur 42.

(c) Tyd wat 'n werknemer buite die gewone skofure soos aan die Raad bekendgemaak, aan skofwerk gewerk het, is onderworp aan die bepalings van klousule 8 (3).

(d) Wanneer daar volgens 'n drieskofstelsel gewerk word, is die bepalings van klousule 8 (3) van toepassing op al die ure wat daar langer as 'n werkyd van $\frac{1}{2}$ uur gewerk word.

(e) In die geval van 'n werknemer wat 'n skof-werk wat op Vrydag begin en voortgesit word tot op Saterdag, is die bepalings van klousule 8 (4) nie van toepassing nie.

(8) (a) Elke werkewer moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, die Raad skriftelik in kennis stel van die begin- en uitskeityd van elke seksie of afdeling van sy bedryfsinrigting.

(b) Elke werknemer wat die tye verander wat in paragraaf (a) bedoel word, moet die Raad binne drie dae vanaf die datum waarop die verandering gemaak is, skriftelik daarvan in kennis stel.

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

8. OORTYD.

(1) Ondanks die bepalings van paragraaf (a) en (b) van subklousule (1) van klousule 7 van hierdie Deel en behoudens die bepalings van hierdie klousule, mag 'n werkewer 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 werkewer, waarin die werknemer of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waaryoor en die voorwaardes waarop dit geldig is, gespesifieer word;

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

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

(b) op meer as drie agtereenvolgende dae nie;

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

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

(i) voor twaalfuur die middag kennis daarvan aan sodanige werknemer gegee het; of

(ii) sodanige werknemer voorsien het van 'n toereikende ete voordat sy met haar oortydwerk moet begin; of

(iii) aan sodanige werknemer die voorgeskrewe toelae so vroegtydig betaal het dat sy 'n ete kan verkry voordat sy met haar oortydwerk moet begin.

(2) Daar mag van geen werknemer vereis word om oortyd te werk nie tensy die werkewer sodanige werknemer die dag tevore kennis gegee het dat sodanige oortyd gewerk moet word.

(3) Behalwe in die geval van 'n nagwag, moet 'n werknemer wat voor sy gewone begintyd of na sy gewone uitskeityd werk, behoudens die bepalings van subklousule (4) hiervan, vir elke uur of gedeelte van 'n uur aldus gewerk, soos volg betaal word:—

(a) Indien hy op enige dag vanaf Maandag tot en met Vrydag gewerk het, sy uurloon plus drie-en-dertig en een-derde persent;

(b) indien hy op Saterdagnamiddag gewerk het, sy uurloon plus vyftig persent.

(4) Wanneer dit die gewoonte in 'n bedryfsinrigting is om sy gewone werkweek van 42 uur tussen Maandag en Vrydag te voltoo, moet enige werknemer, uitgesonderd 'n nagwag, van wie daar vereis word op 'n Saterdagmōre te werk, vir elke uur of gedeelte van 'n uur aldus gewerk, betaal word teen een en een-derde maal sy uurloon afgesien van die getal ure wat werklik tussen Maandag en Vrydag gewerk is.

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

- (a) On each day a period of not less than ten minutes in the morning between the hours of 10 a.m. and 11 a.m., provided that one hour has been worked;
- (b) from Mondays to Fridays a period of not less than ten minutes each afternoon between the hours of 3.30 p.m. and 4.30 p.m., provided that one hour has been worked.

During the rest periods provided for in (a) and (b) of this sub-clause the operation of all machinery in the establishment shall cease, and no employee shall be required to work.

(6) 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.

(7) (a) If more than one shift is worked in any establishment or department, the employer shall notify the Council of the starting and stopping times for each shift and any variation thereof.

(b) When any shift extends into the night hours, such night hours shall be paid at a premium of 5 per cent on the hourly rate which, for the purposes of this clause, shall be the weekly wage divided by 42 in respect of the hours worked between 6 p.m. and 10 p.m., and at a premium of 10 per cent on the hourly rate similarly calculated, in respect of hours worked between 10 p.m. and 6 a.m.

(c) Time worked by an employee on shift work outside of the ordinary shift hours as notified to the Council shall be subject to the provisions of clause 8 (3).

(d) When a three-shift system is worked the provisions of clause 8 (3) shall apply to all hours worked in excess of $\frac{1}{2}$ hours working time.

(e) The provisions of clause 8 (4) shall not apply in the case of an employee engaged on a shift which continues into a Saturday, having commenced on Friday.

(8) (a) Every employer shall, within one month from the date on which this 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 varies the times referred to in paragraph (a) shall notify the Council, in writing, of the variation within three days after the date on which the variation is made.

(9) 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 breaks.

8. OVERTIME.

(1) Notwithstanding the provisions of paragraphs (a) and (b) of sub-clause (1) of clause 7 of this part 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 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) given notice thereof to such employee before midday; or

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

(iii) paid such employee a prescribed allowance 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 a night watchman, 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) When it is customary for any establishment to complete its normal working week of 42 hours between Monday and Friday, any employee other than a night watchman required to work on a Saturday morning, shall be paid for each hour or part of an hour so worked, one and one-third times his hourly wage, irrespective of the number of hours actually worked between Monday and Friday.

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

(a) aan die werknemer—

- (i) minstens die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaal as hy aldus werk vir 'n tydperk van hoogstens vier uur; of
- (ii) minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gwerk of 'n besoldiging wat nie minder is nie as dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk—naamlik die grootste bedrag—betaal as hy aldus werk vir 'n tydperk van langer as vier uur; of
- (b) aan die werknemer minstens een en een-derde maal sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gwerk en hom binne 7 dae vanaf sodanige Sondag een vakansiedag toestaan en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die werk gwerk het.

(6) Wanneer 'n werknemer op 'n ander grondslag besoldig word as ooreenkomsdig die tyd werklik deur hom gwerk, word sy gewone besoldiging, vir die toepassing van hierdie klousule, bereken asof hy per uur betaal word en word dié besoldiging op enige datum bepaal deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke werkgever—naamlik die kortste tydperk—te deel deur die getal ure gwerk gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

(7) 'n Nagwag wat langer as twaalf aaneenlopende ure diens doen, moet vir sodanige langer ure sy urlloon plus drie-en-dertig en een-derde persent betaal word. 'n Nagwag wat diens doen op die nag wat hy vry het, moet teen dubbel sy urlloon besoldig word.

9. KORTTYD.

(1) Wanneer 'n werkgever voornemens is om korttyd te laat werk, moet hy, behoudens die bepaling van paragraaf (f) van subklousule (6) van klousule 10, nie later nie as die dag voor die dag waarop sodanige korttyd gwerk moet word, sy werknemers of individueel in kennis stel of 'n skriftelike kennisgewing aanbring in die afdeling of afdelings waarin hulle werkzaam is.

(2) Wanneer daar korttyd in 'n bedryfsinrichting gwerk is, mag die werkgever, behoudens die bepaling van paragraaf (d) van subklousule (1) van klousule 4, 'n pro rata bedrag van die gewone weekloon van die betrokke werknemer aftrek.

(3) Wanneer korttyd in 'n bedryfsinrichting ingevoer is, moet die werkgever, waar moontlik, die werk gelykop verdeel tussen die werknemers en die betrokke afdeling.

(4) Die besoldiging van werknemers wat korttyd werk, moet gedurende werkure betaal word.

10. VAKANSIEDAE EN JAARLIKSE VERLOP.

(1) Elke werkgever moet aan elke werknemer wat in sy diens is, afwesigheidsverlof vir minstens twee aaneenlopende weke en twee dae verleen wat nie vroeër as die tiende dag en nie later as die vier-en-twintigste dag van Desember elke jaar mag begin nie en moet voor of op die laaste werkdag voor die begin van sodanige verlof aan sodanige werknemer 'n verloftoelae wat gelyk is aan een twaalfde van die loon wat hy in twee weke en twee dae sou verdien, betaal vir elke maand diens by die werkgever; met dien verstande dat—

- (a) die tydperk van sodanige verlof nie met 'n tydperk waarin die werknemer kennis ontvang het dat sy dienste beëindig gaan word of waarin hy militêre opleiding ontvang, mag saamval nie; en
- (b) as 'n openbare vakansiedag genoem in subklousule (6) van hierdie klousule, binne die tydperk van sodanige verlof val, sodanige vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van afwesigheidsverlof, en dat daar ten opsigte van sodanige openbare vakansiedag en gelykydig met die verloftoelae, aan sodanige werknemer 'n bedrag betaal moet word wat gelyk is aan die loon wat hy sou verdien het as hy op sodanige openbare vakansiedag sy daagliks gemiddelde gewone werkure gwerk het.

L.W.—Vir die berekening van die verloftoelae wat ingevolge hierdie klousule betaalbaar is, is die betaling vir „twee dae“ gelyk aan twee vyfdes van die weekloon.

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

(3) Diens van 'n halfmaand of langer word as 'n volle maand diens beskou vir die berekening van die verloftoelae wat ingevolge subklousule (1) en (2) betaalbaar is, en „'n halfmaand“ beteken enige tydperk van vyftien agtereenvolgende kalenderdae, afgesien daarvan of dit werkdae is of nie; met dien verstande dat, indien daar te eniger tyd gedurende die maand waarin die fabriek sluit vir verlofdoeleindes, aan 'n werknemer kennis gegee word, hy die volle vakansiesbesoldiging, bereken ooreenkomsdig die bepaling van subklousule (1), vir daardie maand moet ontvang; en voorts met dien verstande dat, indien 'n werknemer kennis gee en sodanige kennisgewingstermyn eindig op die sluitingsdag van die fabriek gedurende genoemde maand, hy daaroor reregting is om een twaalfde van die vakansiesbesoldiging vir daardie maand te ontvang.

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

(a) pay to the employee—

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

9. SHORT TIME.

(1) Subject to the provisions of paragraph (f) of sub-clause (6) of clause 10 when an employer proposes to work short time he shall give to 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 on which such short time is to be worked.

(2) When short time has been worked in any establishment the employer may, subject to the provisions of paragraph (d) of sub-clause (1) of clause 4, deduct a pro rata amount from the ordinary weekly remuneration of the employee concerned.

(3) Whenever short time has been introduced in any establishment, the employer shall distribute wherever possible the work equally amongst the employees in the department concerned.

(4) Payment of remuneration to employees on short time shall be made during working hours.

10. HOLIDAYS AND ANNUAL LEAVE.

(1) Every employer shall grant to every employee employed by him, leave of absence of not less than two consecutive weeks and two days commencing not earlier than the tenth day and not later than the twenty-fourth day of December of each year, 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 (6) 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.

N.B.—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 the 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 fifteen consecutive calendar days, irrespective of working days; provided that if an employee is given notice at any time during the month in which the factory closes for leave purposes he shall receive the full leave allowance calculated in terms of sub-clause (1) for that month; and provided further that if an employee gives notice and such notice terminates on the closing day of the factory during the said month, he shall be entitled to receive the one-twelfth leave allowance for that month.

(4) Die bedrag van die verloftoelae wat ingevolge subklousules (1), (2) en (3) betaalbaar is, word bereken op die besoldiging wat die werknemer ontvang het onmiddellik voor die datum met ingang waarvan sy verlof verleen word of waarop sy diens beëindig word, na gelang van die geval.

Wanneer 'n werknemer op 'n ander grondslag besoldig word as ooreenkomsdig die tyd werklik deur hom gewerk, word sy besoldiging, vir die berekening van die verloftoelae wat ingevolge subklousules, (1), (2) en (3) betaalbaar is, bereken asof hy per uur betaal is en word dié besoldiging op enige datum bepaal deur sy toetale besoldiging gedurende die tydperk van agt weke onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke werkewer—naamlik die kortste tydperk—te verdeel deur die getal ure gewerk gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is; met dien verstande dat, as voornoemde besoldiging bereken moet word met die doel om die verloftoelae te betaal wat verskuldig is ten opsigte van die jaarlike verloftydperk genoem in subklousule (1) hiervan, die tydperk van agt weke, soos voornoem, of die totale tydperk van sy diens—naamlik die kortste tydperk—geag mag word te verstrek op 'n datum nie meer as vier (4) weke voor die datum met ingang waarvan die werknemer se verlof verleen is nie.

(5) Enige tydperk waarin 'n werknemer—

- (a) met verlof is ooreenkomsdig die bepalings van subklousule (1); of
- (b) militêre opleiding ontvang; of
- (c) van sy werk afwesig is op las of op versoek van sy werkewer; of

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

word vir die toepassing van subklousules (1) en (2) geag diens te wees; met dien verstande dat die bepalings van paragraaf (d) nie ten opsigte van enige tydperk van afwesigheid, weens siekte, van meer as drie agtereenvolgende dae van toepassing is nie as die werknemer, nadat hy daartoe versoek is deur die werkewer, versuim om aan die werkewer 'n sertifikaat van 'n geneeskundige praktisyn voor te le waarin verklaar word dat hy weens siekte verhinder was om sy werk te doen; of met dien verstande dat die bepalings van paragraaf (d) nie ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid, gedurende enige twaalftal maande diens, wat meer as dertig dae beloop, van toepassing is nie; en voorts met dien verstande dat die tydperk van militêre opleiding wat, vir die toepassing van hierdie klousule, geag moet word diens te wees, nie meer as vier maande in 'n bepaalde jaar mag beloop nie.

(6) (a) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloofdag, Kersdag en Nuwejaarsdag is vakansiedae met volle salaris; met dien verstande dat, wanneer 'n werknemer op enigeen van hierdie dae werk, sy werkewer hom benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie, minstens sy gewone besoldiging moet betaal ten opsigte van die totale tydperk wat by op sodanige dag gewerk het.

(b) As 'n werkewer die dienste van 'n werknemer beëindig gedurende die week waarin Goeie Vrydag val of as 'n werknemer sy dienste gedurende daardie week beëindig weens swak gesondheid wat, in die geval van 'n vroulike werknemer, swangerskap mag insluit, moet hy, benewens enige ander besoldiging wat aan hom verskuldig is, twee dae se loon ten opsigte van Goeie Vrydag en Paasmaandag betaal word.

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

(d) As 'n werkewer die dienste van 'n werknemer gedurende die maand Desember beëindig of as 'n werknemer sy dienste gedurende daardie maand beëindig weens swak gesondheid wat, in die geval van 'n vroulike werknemer, swangerskap mag insluit, moet daar aan hom, benewens enige ander besoldiging wat aan hom verskuldig is, een dag se loon ten opsigte van elkeen van die openbare vakansiedae (Geloofdag, Kersdag en Nuwejaarsdag) betaal word as sodanige betaling nie alrededs geskied het nie, en die loon betaalbaar vir elke sodanige vakansiedag, word bereken teen een vyfde van die gewone weekloon.

(e) 'n Werkewer moet voor die sluiting van sy bedryfsinrichting vir die jaarlike vakansietydperk genoem in subklousule (1) van hierdie klousule—

- (i) aan sy werknemers minstens dertig dae vooraf kennis gee van die laaste datum waarop die fabriek sal sluit en van die vroegste datum waarop die fabriek sal heropen; en
- (ii) voordat die fabriek sluit, aan sy werknemers kennis gee van die werklike datum waarop die fabriek sal heropen.

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

Die kennisgewing hierbo bedoel, moet skriftelik wees en moet deur die werkewer aangebring word op 'n plek wat geredelik toeganklik vir sy werknemers is.

11. WERKPLEK EN BUITEWERK.

(1) Geen werkewer mag van 'n werknemer vereis of hom toelaat om werk in verband met die Nywerheid elders as in sy gewone bedryfsinrichting te verrig nie.

(4) The amount of the leave allowance payable in terms of sub-clauses (1), (2) and (3) 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.

Whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him his rate of remuneration shall for the purpose of calculating the leave allowance payable in terms of sub-clauses (1), (2) and (3) be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the period of eight weeks 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; provided that if the rate of remuneration aforesaid is required to be calculated for the purpose of paying the leave allowance due in respect of the annual leave period referred to in sub-clause (1) hereof, the period of eight weeks aforesaid or the total period of his employment, whichever is the shorter, may be deemed to expire on a date not more than four (4) weeks prior to the date from which the employee's leave is granted.

(5) Any period during which an employee—

- (a) is on leave in terms of sub-clause (1); or
- (b) undergoes military training; or
- (c) is absent from work on the instructions or at the request of his employer; or

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

shall be deemed to be employment for the purposes 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, provided further that the period of military training which shall be deemed to be employment for the purposes of this clause, shall not exceed four months in any one year.

(6) (a) Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas 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) In the event of an employer terminating the services of an employee during the week in which Good Friday falls, or in the event of an employee terminating his services during that week on account of ill health which shall, in the case of a female employee, include pregnancy, 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 paragraph (a) of this sub-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) In the event of an employer terminating the services of an employee during the month of December, or in the event of an employee terminating his services during that month on account of ill health, which shall, in the case of a female employee, include pregnancy, 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 and New Year's Day) in respect of which no payment has already been made to him, and the wage payable for such holiday shall be calculated at the rate of one-fifth of the normal weekly wage.

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

- (i) give his employees at least 30 days' notice of the latest date upon which the factory will close and of the earliest date upon which the factory will re-open; and
- (ii) before the factory closes, give his employees notice of the actual date upon which the factory will re-open.

(f) 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 notice referred to above shall be in writing and shall be posted by the employer in a place accessible to his employees.

11. PLACE OF EMPLOYMENT AND OUTWORK.

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

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

(3) (a) Geen werkgever mag vereis of toelaat dat buitewerk verrig word nie behalwe kragtens 'n sertifikaat uitgereik deur die Uitvoerende Komitee; met dien verstande dat alle werkgewers in die Nywerheid op die datum waarop hierdie Ooreenkoms in werking tree, geag word vrygestel te wees van hierdie bepaling en voorsien moet word van 'n vrystellingsertifikaat.

(b) Die Uitvoerende Komitee mag, indien hy daarvan oortuig is dat die lone wat betaal of die omstandighede waaronder buitewerk verrig word, die belang van ander werkgewers of van die werknekmers in die Nywerheid benadeel, enige sertifikaat wat kragtens hierdie artikel uitgereik is, intrek deur 'n week vooraf skriftelik kennis aan die betrokke werkgever te gee.

(c) Ingeval die Uitvoerende Komitee nie daarvan oortuig is nie dat werk wat deur enige werkgever uitbestede word, nie die belang van ander werkgewers of van die werknekmers in die Nywerheid benadeel nie, kan hy sodanige werkgever versoek om dié inligting wat hy nodig mag ag in verband met die verrigting van buitewerk, of regstreeks of aan 'n agent van die Raad te verstrek.

(d) Die Uitvoerende Komitee kan die sertifikaat wat uitgereik is aan 'n werkgever wat versuim om die inligting bedoel in subklousule (3), te verstrek binne 14 dae nadat hy versoek is om dit te doen of binne dié verlengde tydperk wat die Uitvoerende Komitee mag bepaal, intrek sonder verdere kennisgewing.

12. FONDSE VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever op elke betaaldag—

- (a) 1c aftrek van die verdienste van elkeen van sy werknekmers vir wie 'n loon van minder of R5.26 per week vir die eerste 18 maande vanaf die datum waarop hierdie Ooreenkoms in werking tree en R5.44 per week daarna voorgeskryf word;
- (b) 2c aftrek van die verdienste van elkeen van sy ander werknekmers as dié in paragraaf (a) bedoel, maar uitgesonderd werknekmers vir wie 'n loon van R9.91 of meer per week vir die eerste 18 maande vanaf die datum waarop hierdie Ooreenkoms in werking tree en R10.04 of meer per week daarna voorgeskryf word;
- (c) 3c aftrek van die verdienste van elkeen van sy werknekmers vir wie 'n loon van R9.91 meer per week vir die eerste 18 maande vanaf die datum waarop hierdie Ooreenkoms in werking tree en R10.04 of meer per week daarna voorgeskryf word.

(2) By die som van die bedrae aldus afgetrek, moet die werkgever 'n bedrag voeg wat daaroor gelyk is en die totale bedrag voor of op die sewende dag van die daaropvolgende maand stuur aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, of aan 'n ander beampie wat die Raad of die Uitvoerende Komitee mag spesifieer.

(3) Ondanks die bepaling van subklousule (1), mag geen bedrag van die loon van 'n vakleerling afgetrek word nie.

13. DIENSBEËINDIGING.

(1) 'n Werkgever of sy werknekmer wat die dienskontrak wil beëindig, moet minstens een week vooraf skriftelik kennis gee van sy voorneme om die kontrak te beëindig.

(2) Vir die toepassing van hierdie klosule, beteken 'n "week kennis" 'n volle week se werk of 'n volle week se besoldiging teen die skaal van die werknekmer se gewone weeklikse besoldiging.

(3) Die kennisgewing voorgeskryf in subklousule (1), moet gegee word voor of op en word van krag vanaf die dag waarop die gewone werkweek van die bedryfsinrigting eindig.

(4) 'n Werkgever kan die dienskontrak sonder kennisgewing beëindig mits hy aan die werknekmer 'n bedrag betaal wat gelyk is aan die gewone weeklikse besoldiging wat die werknekmer op die datum van sodanige beëindiging ontvang het, en die bepaling van hierdie subklousule is *mutatis mutandis* van toepassing op 'n werknekmer wat die dienskontrak sonder kennisgewing wil beëindig.

(5) 'n Werknekmer wie se dienste nie na verstryking van die verloftydperk voorgeskryf in subklousule (1) van klosule 10 van hierdie Ooreenkoms nodig sal wees nie, moet minstens een week voordat sodanige verloftydperk begin, daarvan in kennis gestel word, en as daar versuim word om dit te doen, is hy geregtig op betaling, in die plek van sodanige kennisgewing, van 'n bedrag gelyk aan die gewone weeklikse besoldiging wat hy ontvang het op die datum waarop sodanige tydperk begin het.

(6) 'n Werknekmer wat vir meer as twee volle agtereenvolgende dae in enige week korttyd gewerk het, mag sy dienskontrak beëindig deur een dag kennis te gee.

(7) Die bepaling van subklousule (1) tot en met (6) van hierdie klosule raak nie—

- (a) die reg van 'n werkgever of sy werknekmer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig nie;
- (b) 'n skriftelike ooreenkoms tussen die werkgever en sy werknekmer waarin voorsiening gemaak word vir 'n kennisgewingstermin wat vir albei partye ewe lank is en langer is as dié voorgeskryf in hierdie klosule nie.

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

(3) (a) No employer shall require or permit outwork to be performed except under a licence issued by the Executive Committee; provided that all employers in the Industry as at the date of coming into force of this Agreement shall be deemed to have been exempted from this provision and shall be issued with a licence of exemption.

(b) The Executive Committee may, if it is satisfied that the rates paid or the circumstances under which outwork is being performed is detrimental to the interests of other employers or the employees in the Industry, withdraw any licence issued in terms of this clause by giving one week's notice in writing to the employers concerned.

(c) In the event of the Executive Committee not being satisfied that work given out by any employer is not detrimental to the interests of other employers or the employees in the industry, it may call upon such employer to furnish, either direct or to an agent of the Council, such information as it may require in regard to the performance of outwork.

(d) The Executive may, without further notice, withdraw the licence issued to an employer who fails to furnish the information referred to in sub-clause (3) within 14 days of being requested to do so or within such extended period as the Executive Committee may determine.

12. COUNCIL FUNDS.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct on each pay day—

- (a) 1c from the earnings of each of his employees for whom a wage of less than R5.26 per week is prescribed during the first 18 months, calculated from the date on which this Agreement comes into operation, and R5.44 per week thereafter;
- (b) 2c from the earnings of each of his employees, other than those referred to in paragraph (a), but excluding employees for whom a wage of R9.91 per week or over is prescribed during the first 18 months, calculated from the date on which this Agreement comes into operation, and R10.04 per week or over, thereafter;
- (c) 3c per week from the earnings of each of his employees for whom a wage of R9.91 per week or over is prescribed during the first 18 months, calculated from the date on which this Agreement comes into operation and R10.04 per week or over, thereafter.

(2) To the aggregate 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.

(3) Notwithstanding the provisions of sub-clause (1), no deduction shall be made from the wages of an apprentice.

13. TERMINATION OF EMPLOYMENT.

(1) An employer or his employee who desires to terminate the contract of employment shall give not less than one week's notice in writing of his intention to terminate the contract.

(2) For the purposes of this clause, a "week's notice" shall mean a full week's work or a full week's remuneration at the rate of the employee's ordinary weekly remuneration.

(3) The notice prescribed in sub-clause (1) shall be given on or before and shall take effect from the day on which the ordinary working week of the establishment terminates.

(4) An employer may terminate the contract of employment without notice provided he pays the employee an amount equal to the ordinary weekly remuneration which the employee is receiving at the date of such termination and the provisions of this sub-clause shall apply *mutatis mutandis* to an employee who wishes to terminate the contract of employment without notice.

(5) An employee whose services will not be required at the expiration of the leave period prescribed in sub-clause (1) of clause 10 of this Agreement shall be given notice of that fact not less than one week before such leave period begins, failing which he shall be entitled to payment in lieu of notice of an amount equal to the ordinary weekly remuneration he was receiving at the date of commencement of such period.

(6) An employee who has in any week been working short time for more than a period of two full consecutive days may terminate his contract of employment by giving one day's notice.

(7) The provisions of sub-clause (1) to (6) of this clause shall not affect—

- (a) the right of an employer or his employee to terminate the contract of service without notice for any cause recognised by Law as sufficient;
- (b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for a period longer than that prescribed in this clause.

(8) Waar 'n werknemer korttyd gwerk het wat minder as 42 uur se werk gedurende 'n tydperk van vier agtereenvolgende weke beloop, word sy dienskontrak aan die einde van daardie tydperk geag outomatis beëindig te wees, en die werknemer is dan geregtig op die betaling van 'n bedrag gelyk aan sy gewone weeklike besoldiging benewens enige betaling, ingevolge hierdie Ooreenkoms, vir die werk wat hy verrig het. Enige tydperk waarin 'n bedryfsinrigting onmiddellik voor of na die jaarlike verloftydperk waarvoor daar in subklousule (1) van klousule 10 voorsiening gemaak word, gesluit is, word geag korttyd te wees.

(9) Wanneer 'n openbare vakansiedag, uitgesonderd een van die vakansiedae genoem in subklousule (6) van klousule 10 van hierdie Ooreenkoms, op 'n werkdag val wat binne die kennisgewingstermy is soos in hierdie klousule bepaal en die afdeling van die bedryfsinrigting waarin die betrokke werknemer in diens is, op so 'n dag gesluit is, is die werknemer nogtans daarop geregtig om ten opsigte van sodanige openbare vakansiedag 'n bedrag te ontvang wat gelyk is aan een vyfde van sy gewone weeklike besoldiging.

(10) Die kennisgewingstermy wat in subklousule (1) van hierdie klousule voorgeskryf word, mag nie met die werknemer se afwesigheid met jaarlike verlof ooreenkomsdig die bepalings van klousule 10 van hierdie Ooreenkoms of met enige tydperk van militêre opleiding saamval nie, en 'n werkgever mag ook nie gedurende sodanige tydperke sodanige kennis gee nie.

(11) Wanneer 'n werknemer vir 'n tydperk van meer as dertig agtereenvolgende dae van sy/haar werk afwesig is weens siekte of 'n bevalling, is die werkgever daar toe geregtig om die dienskontrak summier en sonder betaling te beëindig deur die werknemer en die Sekretaris van die Raad skriftelik daarvan in kennis te stel.

(12) Vir die toepassing van subklousule (3), (4) en (7) van hierdie klousule, sluit die uitdrukking „gewone weeklike besoldiging“ geen aanvullende loon in nie.

14. VERSEKERING VAN LONE IN GEVAL VAN BRAND.

Elke werkgever moet by 'n geregistreerde versekeringsmaatskappy 'n versekeringspolis in stand hou wat voorsiening maak vir die betaling van een week se lone aan al die werknemers van die werkgever wat weens brand van hul werk verstoke is; met dien verstande dat, indien die stopsetting van die werk korter as een week duur 'n pro rata bedrag betaal mag word. Indien dit vir die werkgever onmoontlik is om so 'n versekeringspolis te verkry, moet hy, indien hy dit nie alreeds gedoen het nie, binne twee maande vanaf die datum waarop hierdie Ooreenkoms van krag word of binne twee maande vanaf die datum waarop hy tot die Nywerheid toetree, naamlik die laaste datum, by die Raad 'n bedrag deponeer wat gelyk is aan al die werknemers in die bedryfsinrigting se lone vir een week, en die Raad moet sodanige bedrag in 'n spesiale trustbeleggingsrekening hou totdat dit nodig is vir so 'n uitbetaling aan die werknemers; met dien verstande dat, as dit nie aldus aan die werknemers betaal word nie, dit die eiendom van die werkgever is.

Die rente op gelde aldus belê, val die algemene fondse van die Raad toe.

15. DIENSSERTIFIKATE.

(1) Elke werkgever moet aan elke werknemer wat sy diens verlaat nadat hierdie Ooreenkoms in werking getree het, 'n sertifikaat uitrek in die vorm van Aanhengsel A van Deel I van hierdie Ooreenkoms.

(2) Elke werknemer aan wie 'n sertifikaat ingevolge subklousule (1) hiervan uitgereik is, moet, wanneer hy weer werk in die Nywerheid aanvaar, die sertifikaat oorhandig aan die werkgever, wat dit veilig moet bewaar so lank sodanige werknemer in sy diens bly. Geen werkgever mag 'n werknemer in diens neem nie tensy sodanige werknemer sodanige sertifikaat of 'n sertifikaat toon wat deur die sekretaris van 'n distrikskomitee of deur die Sekretaris van die Raad onderteken is en waarin die vorige onderwinding van die applikant, indien hy dit het, gemeld word.

(3) By die beëindiging van die diens van 'n werknemer, moet die werkgever dadelik die res van die besonderhede op die werknemer se dienskaart invul, d.w.s. die datum waarop die werknemer die werkgever se diens verlaat, sy loon op die datum waarop hy die diens verlaat en die lengte van sy diens. Die ingevulde kaart moet daarna geparafeer en by diensbeëindiging aan die werknemer oorhandig word.

(4) Elke werkgever moet aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, 'n sertifikaat in die vorm van Aanhengsel B van Deel I van hierdie Ooreenkoms verskaf ten opsigte van elke werknemer wat sy diens verlaat. Sodanige sertifikaat moet agtereenvolgens genommer word en een kopie van elkeen van hulle moet deur die werkgever bewaar word.

(5) Ingeval die persoon wat om werk aansoek doen 'n leerling is, moet die werkgever van hom vereis om 'n geboortesertifikaat of ander bewys ter stawing van sy ouderdom voor te le.

(6) Ten einde die ouderdom van 'n Naturel te bepaal mag 'n sertifikaat wat deur die Kommissaris van Bantoesake onderteken is, aangeneem word.

'n Werkgever kan 'n skriftelike verklaring wat deur die werknemer se ouer of voog onderteken is, as „bewys van ouderdom“ aangeen vir 'n tydperk van drie maande vanaf die datum van indiensneming van sodanige werknemer, en gedurende hierdie tydperk moet die werknemer 'n geboortesertifikaat toon. Indien die werknemer versuim om binne sodanige tydperk van drie maande sodanige sertifikaat te toon, moet die werkgever by die distrikskomitee of, waar daar geen distrikskomitee bestaan nie, by die Uitvoerende Komitee aansoek doen om vrystelling van die bepalings van hierdie subklousule.

(8) Where an employee has been on short time amounting to less than 42 hours' work during a period of four consecutive weeks his contract of employment shall at the expiration of that period be regarded as automatically terminated and the employee shall be entitled to payment of an amount equal to his ordinary weekly remuneration in addition to any payment in terms of this Agreement for the work he has performed. Any period during which an establishment is closed which immediately follows or precedes the annual leave period provided for in sub-clause (1) of clause 10 shall be regarded as short time.

(9) Whenever a public holiday other than one of the holidays mentioned in sub-clause (6) of clause 10 of this Agreement falls on a working day which is within any period of notice given in terms of this clause and the department of the establishment in which the employee concerned is employed is closed on such day, the employee shall nevertheless be entitled to be paid in respect of such public holiday an amount equal to one-fifth of his ordinary weekly remuneration.

(10) The period of notice prescribed in sub-clause (1) of this clause shall not run concurrently with nor shall such notice be given by an employer during the employee's absence on annual leave in terms of clause 10 of this Agreement or during any period of military training.

(11) When an employee is 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) For the purposes of sub-clauses (4), (5) and (8) of this clause "ordinary weekly remuneration" does not include any supplementary wage.

14. INSURANCE OF WAGES IN CASE OF FIRE.

Every employer shall maintain a policy of insurance with a registered insurance company which shall provide for the payment to be made to all employees of the employer who are deprived of work through fire, the amount of one week's wages; provided that, should the stoppage of work be for a period of less than one week, a pro rata payment may be made. Should it not be possible for the employer to obtain such a policy of insurance, he shall, if he has not already done so, within two months of the date of coming into force of this Agreement or within two months of becoming engaged in the Industry, whichever is the later, deposit with the Council an amount equal to one week's wages of all employees in the establishment which the Council shall retain in a special trust investment account until required for a like payment to employees; provided that if not so paid to employees it shall be the property of the employer.

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

15. SERVICE CERTIFICATES.

(1) Every employer shall issue to every employee who leaves his service after the coming into force of this Agreement a certificate in the form of Annexure A to Part I of this Agreement.

(2) Every employee who has been issued with a certificate in terms of sub-clause (1) hereof shall, no accepting further employment in the Industry, produce the certificate to the employer who shall retain the certificate in safe keeping while such employee remains in his employment. No employer shall engage an employee unless such employee produces such a certificate 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.

(3) Upon termination of service of an employee, the employer shall forthwith complete the remaining details on the employee's service card, i.e. date of leaving, wage at date of leaving and length of employment. The completed card shall thereafter be initialled and handed to the employee on termination of service.

(4) Every employer shall furnish to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, a certificate in the form of Annexure B to Part I of this Agreement in respect of every employee leaving his service. Such certificates shall be numbered consecutively and one copy of each shall be retained by the employer.

(5) In the event of an applicant for employment being a learner the employer shall require him to produce a birth certificate or other evidence in proof of age.

(6) In order to establish the age of a Native, a certificate signed by the Bantu Affairs Commissioner may be accepted.

An employer may accept a written statement signed by the employee's parent or guardian as "proof of age", for a period of three months from the date of commencement of employment of such employee, during which time the employee shall produce a birth certificate. If, within such period of three months, the employee has failed to produce such certificate, the employer shall apply to the district committee or, where no district committee exists, to the Executive Committee, for exemption from this sub-clause.

'n Verklaring wat deur die werknemer onderteken is, mag nie as „bewys van ouderdom" aangeneem word nie.

16. VERTEENWOORDIGERS VAN VAKVERENIGING IN DIE RAAD.

Elke werkgever moet aan enigeen van sy werknemers wat die vakverenigings in die Raad of enigeen van sy komitees verteenwoordig, alle faciliteite verleen om hul pligte na te kom in verband met die werk van die Raad en sodanige komitees.

17. ADMINISTRASIE VAN OOREENKOMS.

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

18. VRYSTELLINGS.

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

(2) Die Raad of die Uitvoerende Komitee moet ten opsigte van enigeen aan wie vrystelling verleent word, die voorwaardes waarop sodanige vrystelling verleent word en die tydperk waarin sodanige vrystelling van krag is, bepaal; met dien verstaande dat die Raad of die Uitvoerende Komitee, as hy dit dienstig ag en nadat daar een week vooraf skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat mag intrek.

(3) Die Sekretaris van die Raad of die Uitvoerende Komitee moet aan elkeen aan wie vrystelling verleent is, 'n sertifikaat uitreik wat deur hom onderteken is en wat die volgende meld:—

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleent word;
- (c) die voorwaardes waarop sodanige vrystelling verleent word; en
- (d) die tydperk waarin die vrystelling van krag sal wees.

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

- (a) alle sertifikate wat uitgereik word, agtereenvolgens nommer;
- (b) 'n kopie hou van elke sertifikaat wat uitgereik word; en
- (c) waar vrystelling aan 'n werknemer verleent 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 7 van hierdie Ooreenkoms mag kragtens hierdie klousule aan of ten opsigte van 'n vroulike werknemer wat handewerk verrig, verleent nie behalwe met die doel om werk te verrig—

- (a) wat deur 'n noodtoestand noodsaaklik gemaak is; of
- (b) wat nodig is ten einde die verlies van grondstowwe wat verwerk word en wat gou kan bederf, te voorkom.

19. PERSONE JONGER AS 15 JAAR.

Geen werkgever mag van enigeen onder die leeftyd van vyftien jaar vereis of hom toelaat om in 'n bedryfsinrigting te werk nie.

20. AGENTE.

Die Raad moet een of meer persone as agente aanstel om behulpsaam te wees met die uitvoering van die bepalings van hierdie Ooreenkoms. Dit is die plig van elke werkgever om sodanige persone toe te laat om sy bedryfsinrigting te betree en om die navrae te doen en dié dokumente, boeke, loonstate, loonkoeverte en loonkaartjies te ondersoek en dié individue te ondervra wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

21. INDIENSNEMING VAN LEDE VAN VAKVERENIGINGS.

(1) By die indiensneming van werknemers moet daar voorkeur gegee word aan lede van die vakverenigings, en werkgewers moet aan beampies van die vakverenigings alle redelike faciliteite verleen om werknemers (uitgesonderd vakleerlinge) te organiseer.

(2) Die lede van die vakverenigings in elke bedryfsinrigting het die reg om een of meer opsigters en/of 'n opsigterskomitee uit hul geledere aan te stel ooreenkomsdig die bepalings betreffende die aanstelling van opsigters en opsigterskomitees in die konstitusie van die betrokke vakvereniging, en die betrokke werkgever moet sodanige opsigters en opsigterskomitees ten volle erken en redelike faciliteite verskaf vir hul vergaderings en oorlegpleging met hulle or sake wat in verband staan met meningsverskille en die werkvoorwaardes van die werknemers oor die algemeen.

(3) Wanneer 'n werkgever skriftelik daartoe versoek word deur 'n werknemer, moet hy die bedrag van die werknemer se ledegeleg vir die vakvereniging aftrek van die loon van daardie werknemer en dit oorhandig aan die beample wat deur die vakvereniging aangestel is om dit te ontvang.

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

16. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

Each employer shall give to any of his employees who represent the trade unions on the Council or any of its committees every facility to attend to their duties in connection with the work of the Council and such committees.

17. 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.

18. 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 person 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 provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted; and
- (d) the period during which the 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 7 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; or
- (b) which is necessary to prevent the loss of raw materials in the course of treatment which are subject to rapid deterioration.

19. PERSONS UNDER 15 YEARS OF AGE.

No employer shall require or permit any employee under the age of fifteen years to work in an establishment.

20. 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 enquiries 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.

21. 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 organize employees (other than apprentices).

(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 committees in the constitution of the trade union concerned and the employer concerned shall accord full recognition to such shop stewards and shop committees and provide reasonable facilities for meetings thereof, and consultations therewith on matters relating to disagreement and to the working conditions of the employees generally.

(3) Upon being requested in writing by an employee to do so, an employer shall deduct from the wages of that employee the amount of the employee's trade union subscription and hand it to the official appointed by the trade union to receive it.

22. LISENSIËRING VAN LEERLINGE VIR SEKERE WERKSAAMHEDE.

(1) Aansoek om 'n lisenkie vir die indiensneming van 'n leerling vir daardie verrigting van 'n werkzaamheid wat in klosule 4 van Deel II van hierdie Ooreenkoms genoem word, moet deur die werkgever aan die Raad voorgele word in die vorm wat die Raad mag voorskryf.

(2) Elke lisensie bedoel in subklousule (1), moet onderteken word deur die Sekretaris van die Raad en moet die volgende besonderhede bevat:—

Die leerling se naam en ouderdom, die werkzaamheid waarvoor hy in diens geneem word, die minimum loon aan hom betaalbaar, die naam van die werkgever en die geldigheidstermyne van die lisensie.

(3) Die Raad of die Uitvoerende Komitee mag, as hy dit dienstig ag en nadat daar een week vooraf skriftelik kennis aan die werkgever en die werknemer gegee is, enige lisensie wat ooreenkomsigt die bepalings van hierdie klousule uitgereik is, intrek afgesien daarvan of die geldigheidstermyne daarvan verstryk het of nie.

(4) 'n Duplikaat van elke lisensie wat ooreenkomsdig die bepalings van hierdie klosule uitgereik word, moet aan die werknemer gegee word.

(5) By die vasstelling van die minimum loon betaalbaar aan 'n leerling wat ooreenkomsdig die bepalings van hierdie klousule in diens geneem word, moet die lengte van al sy diens in die Nywerheid in aanmerking geneem word.

(6) Geen leerling wat ooreenkomsig die bepalings van hierdie klosuse in diens geneem word, mag sonder die goedkeuring van die Raad ontslaan word of sy werkgewer verlaat nie.

(7) By voltooiing van sy leer tyd en op versoek van die leerling, moet die Raad 'n sertifikaat met hierdie strekking aan die betrokke leerling uitreik.

23. VERBOD OP INDIENSNEMING.

Ondanks andersluidende bepalings in hierdie Ooreenkoms word geen bepaling wat die indiensneming of indienshouding van 'n werknemer vir enige klas werk of op enige voorwaardes verbied, geag die werkgever te onthef van die betaling van die besoldiging en die nakoming van die voorwaardes wat hy sou moes betaal nadat kom het as sodanige indiensneming of indienshouding nie verbode was nie, en die werkgever moet aanhou om sodanige besoldiging te betaal asof sodanige indiensneming of indienshouding nie verbied is nie.

A. E. TROLLIP,
Minister van Arbeid.

22. LICENSING OF LEARNERS ON CERTAIN OPERATIONS.

(1) Application for a licence to employ a learner upon an operation referred to in clause 4 of Part II of this Agreement shall be made by the employer to the Council on such form as may be prescribed by the Council.

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

(3) The Council or the 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.

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

(5) 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.

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

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

23. PROHIBITIVE EMPLOYMENT.

Notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of an employee on any class of work or on any conditions, shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited and the employer shall continue to pay such remuneration as if such engagement or employment had not been prohibited.

A. E. TROLLIP,
Minister of Labour.

AANHANGSEL A.

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

DIENSSERTIFIKAAT.

Familienaam _____
Adres _____
Voorschrijfnummer _____
Geboortedatum _____
Geslag _____
Ras _____
Handtekening van werknemer _____

Voornaam _____
Nuwe adres _____
Nuwe adres _____
Nuwe adres _____
Nuwe adres _____

ONDERVINDING.

L.W.—Hierdie kaart moet op 'n veilige plek bewaar word aangesien dit 'n noodsaaklike register is vir die doeleindeste van die Raad en Voorsorgsfonds.

ANNEXURE A.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

SERVICE CERTIFICATE.

Surname _____
Address _____
Provident Fund No. _____
Date of Birth _____
Sex _____
Race _____
Signature of Employee _____

Christian Names _____
New Address _____
New Address _____
New Address _____
New Address _____

EXPERIENCE.

N.B.—This card should be kept in a safe place as it is an essential record for Council and Provident Fund purposes.

AANHANGSEL B.

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

DIENSSERTIFIKAAT.

Afdeling van die nywerheid
Naam en adres van werkgever

Ek sertifiseer hierby dat ondergenoemde persoon in diens was en dat onderstaande besonderhede korrek is:

1. Familienaam (of Naturellenaam)
Fondsnommer
 2. Voornaam
Belastingnommer (N)
 3. Adres
 4. Geboortedatum _____ Geslag _____ Ras _____
 5. Werksaamhede
 6. Loon betaal op datum van diensbeëindiging
Loongroep (a) S.F. _____ (b) P.F. _____
 7. Datum van diensaanvaarding
 8. Datum van diensbeëindiging
 9. Diens uit eie beweging verlaat (Ja/Nee).
 10. Datum van laaste loonverhoging ooreenkomsdig die bepalings van die Ooreenkomst.
 11. Die nommer van die dienssertifikaat uitgereik deur die vorige werkgewer (voeg naam in) _____ was.
 12. Siektefonds:
(a) Getal bydraes tot op datum

(b) Voordele opgeloop tot op datum _____ uur
Uitgereik te _____ op de dag van _____ 19_____

**Handtekening van werkgewer/
sekretaris**

ANNEXURE B.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

SERVICE CERTIFICATE.

No. of Certificate.

Section of the Industry.....
Name and Address of Employer.....

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

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

Issued at _____
this _____ day of _____, 19____

Signature of Employer/Secretary

AANHANGSEL C VAN DEEL I.

	Per week.	Gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree.	Daarna.
	R	R	R
A.—Nagwagte.....	7.06	7.24	
B.—Voorraadmanne en/of pakhuismanne, versendingsklerke.....	9.31	9.44	
C.—Stoomketelbedieners.....	6.16	6.34	
D.—Motorvoertuigbestuurders wat 'n voertuig bestuur wat gelisensieer is om 'n loonvrag te dra of trek van—			
(i) minder as 3 ton.....	8.86	9.04	
(ii) 3 ton.....	9.31	9.44	
(iii) meer as 3 ton maar hoogstens 5 ton.....	9.91	10.04	
(iv) meer as 5 ton maar hoogstens 7 ton.....	11.81	11.94	
E.—Minderjariges wat in diens geneem is vir beroepe waarvoor daar nie lone in hierdie Ooreenkoms voorgeskryf word nie:			
Eerste ses maande.....	3.01	3.14	
Tweede ses maande.....	3.31	3.44	
Derde ses maande.....	3.61	3.74	
Vierde ses maande.....	3.91	4.04	
Vyfde ses maande.....	4.51	4.64	
Sesde ses maande.....	5.11	5.24	
Daarna.....	5.71	5.84	
F.—Werksaamhede in verband met die maak van kartondose:			
(i) Valmes- en/of draaiende snymasjien en/of kerfmasjien met—			
(a) kragaandrywing.....	13.51	13.64	
(b) handaandrywing.....	10.86	10.99	
(ii) Kartondoosmakers.....	6.46	6.64	
(iii) Die maak van kartondose volgens ondervinding:			
Eerste ses maande.....	3.01	3.14	
Tweede ses maande.....	3.31	3.44	
Derde ses maande.....	3.61	3.74	
Vierde ses maande.....	3.91	4.04	
Vyfde ses maande.....	4.51	4.64	
Sesde ses maande.....	5.11	5.24	
Daarna.....	6.46	6.64	
G.—Werknemers wat letters met die hand set en etikette met 'n drukmasjien druk.....	12.21	12.34	
H.—Werknemers wat kantstrokies maak:			
(a) Splits, skaaf, sny, groewe maak en afskuins.....	8.26	8.44	
(b) Alle ander werksaamhede.....	5.26	5.44	
I.—Verpakkers.....	5.56	5.74	

DEEL II.

SPESIALE BEPALINGS VAN TOEPASSING OP DIE SKOEISELAFDELING VAN DIE LEERNYWERHEID.

1. LONE.

Dieloon wat vir enige werksaamheid in Aanhangsel A van hierdie deel voorgeskryf word, is van toepassing op daardie werksaamheid afgesien van die departement waarin dit verrig word.

2. LOONAANSPORINGSKEMA.

(1) Geen werkewer mag van 'n werknemer vereis of hom toelaat om volgens 'n loonaansporingskema of 'n stukwerkstelsel te werk, deel daarvan te neem of dit met 'n ander te deel nie tensy sodanige werkewer by wyse van 'n vrystellingsertifikaat behoorlik daaroe gemagtig is. Die Raad of die Uitvoerende Komitee van die Raad mag sodanige vrystellingsertifikaat uitrek op dié voorwaardes wat die Raad van tyd tot tyd mag voorskryf.

(2) Aansoek om sodanige vrystelling moet in die eerste plek gerig word aan die distrikskomitee in wie se gebied die bedryfsinrigting van die werkewer geleë is, en die distrikskomitee moet dan 'n aanbeveling in verband met sodanige aansoek by die Uitvoerende Komitee doen. Elke aansoek moet, benewens alle ander besonderhede wat die werkewer wil voorlê, die volgende inligting bevat: Die naam van die firma, die getal werknemers, die departement en werksaamhede daarby betrokke en 'n kort beskrywing van die voorgestelde skema.

3. DIFFERENSIËLE LONE.

(1) Daar mag nie van 'n werknemer vereis word om meer as twee werksaamhede wat in B, D, E en F van klosule I van Aanhangsel A van hierdie deel gespesifieer word en waarvoor hoér lone as R8.56 gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree, en R8.74 daarna, voorgeskryf word, te verrig nie. Behoudens die bepalings van subklosule (3) hiervan, moet 'n werknemer wat twee sodanige werksaamhede verrig, vir elke uur of gedeelte van 'n uur aan elke werksaamheid bestee, betaal word teen minstens die uurloon wat op elke sodanige werksaamheid van toepassing is; met dien verstande dat—

(i) as 'n werknemer vir 'n hele week uitsluitlik gebruik word vir 'n werksaamheid ten opsigte waarvan 'nloon van meer as R8.56 gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree, en R8.74 daarna, betaalbaar is, sodanige werknemer vir daardie hele week minstens die loon moet ontvang wat vir sodanige werksaamheid voorgeskryf word;

(ii) as 'n werknemer vir altesaam meer as vier uur in 'n week gebruik word vir die verrigting van elkeen van twee werksaamhede waarvoor daar verskillende lone in die Ooreenkoms voorgeskryf word, hy teen die uurloon wat op elke werksaamheid van toepassing is, besoldig moet word ooreenkomsdig die tyd wat hy daarvan bestee het, met dien verstande dat sodanige werknemer vir minstens die helfte van sy tyd teen die hoérloon besoldig moet word;

(iii) as 'n werknemer op wie (ii) hiervan betrekking het, oortyd werk in verband met 'n werksaamheid waarvoor 'n laerloon voorgeskryf word, dieloon wat op sodanige oortydwerk betrekking het, 50 persent van die hoérloon en 50 persent van die laerloon moet wees.

(2) 'n Werknemer wat op 'n bepaalde dag gebruik word vir die verrigting van enige van die werksaamhede genoem in subklosule (1) van hierdie klosule en ook vir een of meer van die werksaamhede waarvoor 'nloon van R8.56 gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree, en R8.74 daarna, of minder voorgeskryf word, moet vir al die tyd wat hy op daardie dag gewerk het, besoldig word teen dieloon wat van toepassing is op die werksaamheid waarvoor die hoér of die hoogsteloon betaal word.

(3) (a) 'n Werknemer wat gebruik word vir snywerk soos in paragraaf B (i) van klosule 1 van Aanhangsel A van hierdie deel bepaal word en van wie daar in 'n bepaalde week vereis word om buitestukke uit meer as een klas materiaal te sny, moet vir die sny van sodanige buitestukke besoldig word asof hy vir al die tyd wat hy in daardie week gewerk het besig was met die materiaal ten opsigte waarvan die hoér of hoogsteloon betaal word. Vir hierdie doel word tonge nie as buitestukke beskou nie en mag hulle gesny word teen dieloon voorgeskryf in genoemde paragraaf B (i).

(b) 'n Gekwalifiseerde werknemer wat in 'n bepaalde week gebruik word vir meer as een werksaamheid wat in C van klosule 1 van Bylae A van hierdie deel gespesifieer word, moet dieloon betaal word wat hy sou verdien het as hy vir dieselfde tyd uitsluitlik gebruik is vir daardie werksaamhede waarvoor die hoér of die hoogsteloon betaal word.

(4) (a) Die werkgever moet elke werknemer op wie hierdie klosule van toepassing is, voorsien van 'n registerboek in die vorm aangeleent in Aanhangsel B van hierdie deel, en die werkgever moet die werksaamheid wat verrig is en die tye waarop elke werksaamheid begin en beëindig is, daaroor aanteken. Die tye moet aangeteken word by die begin en by die beëindiging van elke werksaamheid. Die boek moet onder gewone omstandighede deur die werknemer behou word maar moet aan die werkgever oorhandig word wanneer hy dit vir die doeleindes van sy registers nodig het.

(b) Waar daar geen registers ooreenkomsdig die bepalings van paragraaf (a) van hierdie subklosule gehou word nie, moet die werkgever aan die betrokke werknemer die loon wat van toepassing is op die werksaamheid waarvoor die hoër of die hoogste loon voor- geskryf is, betaal vir al die tyd wat hy gedurende daardie week gewerk het.

4. LSENSIËRING VAN LEERLINGE WAT SEKERE WERKSAAMHEDE VERRIG.

Geen werknemer mag 'n leerling vir snywerk, die uitsny van sole uit leer, oortrekwerk, spanmasjiwerk (uitgesonderd leesbedekking), die aannai van kantstrokies, soolstrikwerk, sooltaiwerk, ru-afwerking en groefsnjywerk en die gladsny van rande in diens neem nie behalwe die ooreenkoms uitgereik is nadat die Raad of die Uitvoerende Komitee ooreenkomsdig die bepalings van klosule 22 van Deel I van hierdie Ooreenkoms in werking tree, en R8.74 daarna, mag met die goedkeuring van die Raad of die Uitvoerende Komitee (wat mag handel op 'n aanbeveling wat vooraf van 'n distrikskomitee verkry is in gevalle waar so 'n komitee vir die betrokke gebied bestaan) as 'n ongekwalificeerde manlike volwassene vir sodanige werksaamheid in diens geneem word teen 'n loon wat laer is as die minimum loon voorgeskryf in Aanhangsel A van hierdie deel; met dien verstande dat sodanige laer loon nie minder mag wees nie as die volgende:—

5. ONGEKVALIFISEERDE VOLWASSE MANLIKE WERKNEMER.

(1) 'n Manlike werknemer (uitgesonderd 'n vakleerling) wat ouer is as 21 jaar en wat voorheen in die Nywerheid werksaam was vir 'n tydperk van minstens 12 maande en wat, na die mening van die Raad of die Uitvoerende Komitee, weens gebrek aan ondervinding nie daartoe in staat is om op 'n bevredigende wyse 'n werksaamheid te verrig nie waarvoor hy gebruik word of gebruik sal word en waaroor die voorgeskrewe minimum loon meer is as R8.56 per week gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree, en R8.74 daarna, mag met die goedkeuring van die Raad of die Uitvoerende Komitee (wat mag handel op 'n aanbeveling wat vooraf van 'n distrikskomitee verkry is in gevalle waar so 'n komitee vir die betrokke gebied bestaan) as 'n ongekwalificeerde manlike volwassene vir sodanige werksaamheid in diens geneem word teen 'n loon wat laer is as die minimum loon voorgeskryf in Aanhangsel A van hierdie deel; met dien verstande dat sodanige laer loon nie minder mag wees nie as die volgende:—

	Per week.
Gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree.	Daarna.
R	R
Gedurende die eerste ses maande diens.....	8.56
Gedurende die tweede ses maande diens.....	9.01
Gedurende die derde ses maande diens.....	9.62
	8.74
	9.14
	9.74

en daarna moet hy die voorgeskrewe loon ontvang vir die werksaamheid waarvoor hy in diens geneem is; met dien verstande dat niiks in hierdie klosule die uitwerking mag hê dat 'n korter tydperk as twee jaar nie toegelaat word nie; met dien verstande dat waar dit nie moontlik is om die toestemming van die Raad of Uitvoerende Komitee vooraf te verkry nie, 'n werknemer ten opsigte van wie aansoek gedoen is om toestemming om hom as 'n ongekwalificeerde manlike volwassene te laat werk ooreenkomsdig die bepalings van hierdie subklosule vanaf die datum waarop hy met sodanige werksaamheid begin, nie minder moet word nie as die loon voorgeskryf deur die distrikskomitee.

As die Raad of die Uitvoerende Komitee 'n hoër loon spesifiseer as die loon wat deur die distrikskomitee voorgeskryf is, is sodanige hoër loon van toepassing vanaf die datum van die Raad of die Uitvoerende Komitee se besluit.

Ingeval die Raad of die Uitvoerende Komitee 'n aansoek weier, mag agterstallige lone bepaal word slegs vir die tydperk wat langer is as ses weke vanaf die datum waarop daar met die werksaamheid begin is.

(2) 'n Licensie om 'n ongekwalificeerde manlike volwasse werknemer ooreenkomsdig die bepalings van subklosule (1) in diens te neem, moet uitgerek word ten opsigte van elke aansoek wat die Raad of die Uitvoerende Komitee goedgekeur het, en 'n afskrif daarvan moet aan die werknemer oorhandig word.

(3) GETALSVERHOUING VAN WERKNEMERS:—

(a) Die getal ongekwalificeerde manlike volwassenes wat ooreenkomsdig die bepalings van subklosule (1) in 'n bedryfsinrigting in diens geneem is, mag te eniger tyd nie meer wees nie as een sodanige werknemer vir elke 20 (of gedeelte van 20) ander werknemers (uitgesonderd leerlinge en vakleerlinge) wat meer as R8.56 per week gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree, en R8.74 per week daarna ontvang vir die werksaamhede gemeld in B, D, E en F van klosule 1 van Aanhangsel A van hierdie deel.

(b) By die berekening van die getalsverhouding word werkgewers nie in aanmerking geneem nie.

6. GEREEDSKAP.

Alle gereedskap moet gratis deur die werkgever verskaf word.

7. OPGAWES IN VERBAND MET GETALSVERHOUDINGS.

Elke werkgever moet voor of op die derde dag van elke kalendermaand 'n staat aan die distrikskomitee vir sy gebied, of waar daar nie so 'n distrikskomitee bestaan nie, aan die Uitvoerende Komitee voorlê wat ten opsigte van die laaste werkweek van die voorafgaande maande toon hoeveel werknemers geraak is deur die bepalings van die Ooreenkoms betreffende getalsverhoudings en hul werksaamhede en lone, tesame met 'n verduideliking van enige onreëlmatigheid in verband met die getalsverhoudings.

AANHANGSEL A VAN DEEL II VAN DIE OOREENKOMS.

1. SKOEISEL NIE ELDERS GESPESIFISEER NIE.

A.—PATROONAFDELING.

	Per week.
Gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree.	Daarna.
R	R
(i) Gekwalificeerde werknemers wat in diens geneem is as patroonsnyers wat oorspronklike ontwerpe produseer en volgens beperkings met die hand gradeer, en/of skoentekenaars.....	15.31
(ii) Gekwalificeerde werknemers—	
(a) wat met die hand gradeer maar nie volgens beperkings nie en wat nie oorspronklike ontwerpe produseer nie.....	12.91
(b) wat met gradeermasjiene werk en volgens beperkings gradeer.....	13.04
(c) wat oorspronklike voeringpatrone volgens oorleerpatrone sny, in gevalle waar daar geen leeseksemplare of oorspronklike ontwerpe geproduseer word nie.....	10.21
(iii) Gekwalificeerde werknemers—wat met gradeermasjiene werk maar wat nie volgens beperkings gradeer nie en wat gebruik word vir enige werksaamheid wat nie in (i) en (ii) hiervan gespesifiseer word nie.....	10.34

- (i) Gekwalificeerde werknemers wat in diens geneem is as patroonsnyers wat oorspronklike ontwerpe produseer en volgens beperkings met die hand gradeer, en/of skoentekenaars.....
- (ii) Gekwalificeerde werknemers—
 - (a) wat met die hand gradeer maar nie volgens beperkings nie en wat nie oorspronklike ontwerpe produseer nie.....
 - (b) wat met gradeermasjiene werk en volgens beperkings gradeer.....
 - (c) wat oorspronklike voeringpatrone volgens oorleerpatrone sny, in gevalle waar daar geen leeseksemplare of oorspronklike ontwerpe geproduseer word nie.....
- (iii) Gekwalificeerde werknemers—wat met gradeermasjiene werk maar wat nie volgens beperkings gradeer nie en wat gebruik word vir enige werksaamheid wat nie in (i) en (ii) hiervan gespesifiseer word nie.....

B.—SNYAFDELING.

Gekwalifiseerde werknemers wat gebruik word vir—

(i) Snywerk—

	Per week.	
	Gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkomst in werking tree. R	Daarna. R
(a) Basgelooidie of chroomgelooidie splitleer, basgelooidie of halfchroomgelooidie kalfsleer, chroomgelooidie suede kalfsleer en basgelooidie skaap- en bokvelle..... Wit kalfsleer wat ten volle chroomgelooi is vir die vervaardiging van skoene in een stuk, bluchers en velskoene alleenlik, maar uitgesonderd skoeisel vir mynwerkers en skoeisel van die mynwerkerstipe (almal in Suid-Afrika gelooi). Kinderskoeisel, enige materiaal, alle nommers tot en met nommer 1½ en alle leer-pantoffels (vir mans, vrouens en kinders).....	13.51	13.64

(b) Enige ander leer, met inbegrip van kunstiggedrewe leer, weefstowwe, maar uitgesonderd skoeisel vir mynwerkers en skoeisel van die mynwerkerstipe..... Ingeval daar 'n geskil ontstaan oor wat „kunstiggedrewe leer“ is, is die Raad se beslissing finaal.	15.31	15.44
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Met dien verstande dat een gekwalifiseerde snyer uit elke drie (of 'n gedeelte van drie) wat ooreenkomsdig die bepalings van hierdie paragraaf in diens geneem is, 'n bedrag moet ontvang van.....	15.31	15.44
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By die berekening van hierdie getalsverhouding moet die sorteerder van gesnyde stukke ingesluit word as hy uitsluitlik vir sorteer- en/of snywerk gebruik word.

„Gedeelte van drie“ beteken 'n res van minstens twee nadat die totale getal vakmanne deur drie gedeel is.

(c) Mynwerkerstewels en stewels van die mynwerkerstipe en soldaatstewels—

(1) vervaardig ter uitvoering van 'n kontrak.....	15.31	15.44
(2) nie ter uitvoering van 'n kontrak vervaardig nie, met dien verstande dat al sondagine skoeisel geag word vervaardig te wees ter uitvoering van 'n kontrak tensy die teenoorgestelde bewys word.....	15.31	15.44

Getalsverhouding.—Vir elke vier (of gedeelte van vier) gekwalifiseerde snysters mag daar nie meer as een leerling of proefvakleerling in diens geneem word nie, met dien verstande dat, vir die toepassing van hierdie klousule, vakleerlinge geag word leerlinge te wees.

„Gedeelte van vier“ beteken 'n res van minstens een nadat die totale getal gekwalifiseerde snysters deur vier gedeel is.

(ii) Voering-, binnesoel- en paswerk, snywerk en/of klein versiersels aanbring en/of uitsnysels met 'n pers of houthamer uitklop:—

Binnetonge en smal agtertonge uitsny uit afvalstukke vir die geskikte dele van skoene van die Oxford- en Derbypatroon vir kinders, seuns en meisies.....	10.51	10.64
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Vir al die ander snywerk in verband met tonge en agtertonge moet daar betaal word teen die skaal wat van toepassing is op die sny van die materiaal ooreenkomsdig die bepalings van paragraaf (i) hiervan.	10.51	10.64
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Opmerkings.—'n Versiersel is 'n versiering wat nie 'n noodsaaklike deel van die skoen se orleer uitmaak nie.

Ingeval daar 'n geskil ontstaan oor wat 'n „klein versiersel“ uitmaak, is die Raad se beslissing, na ondersoek, finaal.

Getalsverhouding.—Vir elke gekwalifiseerde werknemer in hierdie afdeling mag daar hoogstens twee leerlinge in diens geneem word teen lone ooreenkomsdig die skaal wat in klousule H van hierdie Aanhangsel vir leerlinge voorgeskryf word.

(iii) Patrone uitrek—

Bediening van splitsmasjien.....	10.21	10.34
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(iv) Nommers afstempel en/of verf—

Die aanbring van Acme-agterstukke.....	8.56	8.74
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C.—STIKAFDELING.

Gekwalifiseerde werknemers wat gebruik word vir:—

(i) „Puritan“-masjienvwerk.....	11.11	11.24
(ii) Die stik van voorskote op oorleer met buitesoolstikmasjien.....	11.11	11.24
(iii) „Pilot“-masjienvwerk.....	10.51	10.64

(a) Alle stikwerk op bas- en chroomgelooidie splitleer, bas- en halfchroomgelooidie kalfsleer, suede en chroomgelooidie, kalfsleer, voeringmasjienvwerk, wit kalfsleer wat ten volle chroomgelooi is vir die vervaardiging van slegs skoeisel in een stuk, bluchers en velskoene, maar uitgesonderd skoeisel vir mynwerkers en skoeisel van die mynwerkerstipe (almal in Suid-Afrika gelooi).	7.96	8.14
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(b) Werksaamhede met ander soorte leer as dié in (a) gespesifieer:—		
Stikwerk aan voorstukke.....	8.86	9.04
Addisionele rye op die voorstuk en parallel met die voorstukstikwerk met 'n masjienvistik.....		
Stikwerk aan oorskoene (hele oorskoene).		

Fantasieskoene volgens die saamhoustelsel, heeltemal met masjienvistik (alle soorte).....	8.86	9.04
Fantasieskoene volgens die saamhoustelsel, met inbegrip van krae, uit-snyse, oplegsele en sierpatroonstukwerk sonder merkers.....		
Randwerk of enige werksaamheid met afwerkmasjien, uitgesonderd Oxford- en Derbypatrone en Derby-sykante.....		
Stikwerk aan voorstukke van skoene met kwarte oor voorstukke.....		

(c) Ander werksaamhede as dié in (a) en (b) hierbo gespesifieer, met inbegrip van die aanbring van bindstukke vir Franse bindwerk op plet- of afwerkmasjien.....	8.86	9.04
Alle masjienvwerk aan soldaatstewels, uitgesonderd „Pilot“- en „Puritan“-masjienvwerk.....	8.86	9.04

(d) Alle werksaamhede aan kinderskoeisel tot No. 1½.....	7.96	8.14
Alle leer-pantoffels (vir mans, vrouens en kinders).....		
Alle werksaamhede aan rond- en gemiddelde kalfsleer (uitgesonderd stikwerk aan oorskoene, fantasiewerk en werk aan skoeisel vir mynwerkers of skoeisel van die mynwerkerstipe).....		

	Per week.		
	Gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree.	Daarna.	
(v) Vetergate maak, perforerwerk, afskaafwerk, plooikerk en blinkmaakwerk met 'n masjien of met die hand en paswerk op 'n blok:—		R	
(a) Bas- en chroomgelooide splitleer.....	7.96	8.14	
Bas- en halfchroomgelooide kalfsleersuede, chroomgelooide kalfsleer en basgelooideskaap- en bokvelle.....			
Wit kalfsleer wat ten volle chroomgelooi is, vir die vervaardiging van slegs skoiesel in een stuk, bluchers, en velskoene (alles in Suid-Afrika gelooi).			
(b) Alle ander soorte leer.....			
(vi) Plat bindwerk.....	7.96	8.14	
Vasmaakwerk.....			
Omdraai van bindwerk.....			
Aanwerk van gespes en knope.....			
Knooppsgatwerk.....			
Omboorwerk.....			
Deurslagwerk met die hand.....			
Kruis- en bandstikwerk.....			
Naatstrykwerk.....			
Soomplatslaanwerk.....			
Strikke en gespes met die hand of 'n masjien aanwerk.....			
Assistentswerk (uitgesondert dié wat paswerk op 'n blok doen).			

D.—AFDELING VIR SOLE EN HAKKE.*Klas I-werksaamhede.***Gekwalifiseerde werknemers wat gebruik word:—**

(i) As soolsnyers uit leer.....	14.71	14.84
Vir die sortering en pas van ongegradeerde en ongestempelde voorrade.....		
Vir die sortering van gegradeerde en gestempelde voorrade.....		
(ii) As snyers van binnesole, verstywers, deurlopers, middelsole en toonlêers uit ander leer as splitleer, en soolsnyers uit ander materiaal as leer.....	12.91	13.04
Vir die dunnermaak van gefatsoeneerde rubbersole op die pers.....		

(Getalleverhouding.—Kyk klosule K.)

*Klas II-werksaamhede.***Gekwalifiseerde werknemers wat gebruik word:—**

(i) Vir groefsnywerk—		
Randgenaaide binnesole.....	10.51	10.64
Vir ander werk.....	10.51	10.64
Persnywerk, uitgesondert dié genoem in Klas I.....	10.81	10.94
(ii) Vir monteerwerk met gesorteerde en gegradeerde voorrade.....		
Vir die aanbring van ribbes aan randgenaaide binnesole.....		
Klapsplitswerk.....		
Vir versterk- en bandaanbringwerk.....		
Vir hakvormwerk.....		
Vir die maak van hakke.....	10.21	10.34
Vir die pers van hakke.....		
Vir die inslaan van groot spykers.....		
Vir die afronding van sole en binnesole.....		
Vir die maak van groewe in sole.....		
Vir die vul van punte.....		

(Getalleverhouding.—Kyk klosule K.)

*Klas III-werksaamhede.***Gekwalifiseerde werknemers wat gebruik word vir:—**

Die oopsny van groewe.....		
Die bedekking van rande.....		
Die afwerking van rande.....		
Masjien wat die rande van sole outomaties voorberei voordat hulle vasgesit word.....		
Buigwerk.....		
Kantwerk aan binnesole.....		
Die vasspyker van sooltjies en/of rande.....		
Randomdraaiwerk.....		
Skuurwerk in perskamer.....		
Brugmonteerwerk.....		
Brugvormwerk.....		
Skaafwerk.....		
Nommerstempelwerk.....	8.56	8.74
Vormwerk aan sole, binnesole en verstywers.....		
Sool- en binnesoolsplitswerk.....		
Bediening van soolgradeermasjien.....		
Sole rofmaak vir aanplakwerk.....		
Die aansmeer van rubberlym.....		
Die poleer en krimp van verstywers.....		
Die bereiding van kantstrokkies.....		

(Getalleverhouding.—Kyk klosule K.)

E.—MAAKAFDELING.*Klas I-werksaamhede.***Gekwalifiseerde werknemers op:—**

(i) Oortrek en „Consol“-leeswerk en/of „Littleway“-leeswerk—		
(a) Randsoolwerk, behalwe werk waar die randsool met krammetjies vasgesit word..	14.71	14.84
(b) Spyker- en/of spyker- en stikwerk uitgesondert aan skoiesel vir mynwerkers of skoiesel van die mynwerkerstipe en leerstewels.....	12.91	13.04
(c) Gekombineerde oortrek en leeswerk aan voorste dele.....	14.71	14.84
(d) Alle ander grade.....	14.71	14.84
(ii) Leeswerk aan beddings (alleen neusstukke):—		
(a) Randsoolwerk, behalwe werk waar die randsool met krammetjies vasgesit word....	14.71	14.84
(b) Ander werk.....	14.71	14.84

Per week.
Gedurende die
eerste 18 maande,
bereken vanaf
die datum
waarop hierdie
Ooreenkoms in
werkking tree.
Daarna.

R
R

(iii) Leeswerk aan beddings en kante met enige masjien:—		
(a) Randsoolwerk, behalwe werk waar die randsool met krammetjies vasgesit word....	11.71	11.84
(b) Ander werk.....	11.71	11.84
Opmerking.—As van 'n leesmasjienbediender vereis word om stewels of skoene te lees (d.w.s. bedding en/of boleer en neusstukke) moet aan hom die hoogste loon betaal word en geen differensiële lone mag toegepas word nie.		
As van 'n oortrek- en/of consolmasjienbediender vereis word om op enige bepaalde dag oortrek- en leeswerk aan 'n neusstuk, bedding en/of boleer te verrig, moet hy teen die hoogste lone betaal word en geen differensiële loonskale mag toegepas word nie.		
(iv) Sool geheel vassit met krammasjien.....	10.51	10.64
Randsole vaskram.....	14.71	14.84
(v) Randsole vasnaai.....	14.71	14.84
(vi) Ru-afwerking:—		
(a) Randsoolwerk, behalwe werk waar die randsool met krammetjies vasgesit word..	14.71	14.84
(b) Ander werk.....	14.71	14.84
(vii) Sole vasnaai.....	14.71	14.84
(viii) Sole vasstik:—		
(a) Randsoolwerk, behalwe werk waar die randsool met krammetjies vasgesit word..	14.71	14.84
(b) Buitesole aan lopers van Indiërsandale op No. 6-buigstikmasjien stik.....	12.91	13.04
(c) Ander werk.....	14.71	14.84
(ix) (a) Masjiengestikte boleer aan sole kram.....	10.51	10.64
(b) Masjiengestikte boleer aan sole met gare vaswerk.....	10.51	10.64
(c) Masjiengestikte toonkappe vorm.....	10.51	10.64
(d) Platformbedekkings met masjien vee.....	10.51	10.64
(e) Leeswerk op Kamboriaanse masjien.....	10.51	10.64
(x) Uitklopwerk.—(Opmerking—geen werknemers onder 18 jaar oud mag uitklopwerk verrig nie):—		
(a) Randsoolwerk, behalwe werk waar die randsool met krammetjies vasgesit word..	12.31	12.44
(b) Mynwerker- en mynwerkertipeskoeisel en leer- en leërtipeskoeisel.....	13.51	13.64
„Leërtipeskoeisel“ beteken die swaar tipe stewel waarrvan dieselfde swaar werk as kontrak-leerstewels verwag word.		
(c) Ander werk.....	12.31	12.44

(Getalleverhouding.—Maakafdeling.)

Klas I-werksaamhede.

- (a) Vir elke drie of gedeelte van drie gekwalifiseerde werknemers op oortrek, masjien- en/of leeswerk aan beddings (met uitsondering van leeswerk aan middel- en bostukke), randsool en/of sole naai, stikwerk en ru-afwerking, mag daar hoogstens een leerling of vakleerling op proef in diens geneem word, met dien verstande dat vir die doel van hierdie artikel vakleerlinge as leerlinge beskou moet word.
- (b) Vir elke drie of gedeelte van drie gekwalifiseerde werknemers werkzaam by ander werksaamhede as dié genoem in (a) kan een leerling in diens geneem word.
- (c) „Gedeelte van drie“ waarna in (a) en (b) verwys word, beteken 'n res van minstens twee nadat die totale getal gekwalifiseerde werknemers deur drie gedeel is.

Klas II-werksaamhede.

Gekwalifiseerde werknemers op:—

(i) Aansit met gom-proses—		
Sool regsit aan boleer en terselfdertyd perswerk verrig.....		
Sool regsit aan voorcant van boleer en bedding voordat perswerk verrig word..		
Perswerk aan sool wat reggesit is (sien klas III vir vasspyker aan bedding alleen)..		
Sole-aanmekaar stik met 'n ander masjien as 'n snelstikmasjien voordat hulle aan die skoen vasgenaai word, maar met uitsondering van skoene vir mynworkers of skoene van die mynwerkerstipe.....		
Immeklaarsit van masjiengestikte werk of oortrek van masjiengestikte werk.....		
Kopspykers inslaan met die hand of masjien.....		
Toonplate en hakskermis met die hand of masjien aanbring.....		
Hakke aansit.....		
Knoppies en kruissooltjies aan voetbalskoene sit.....		
Handskaafwerk, behalwe masjiengestikte werk.....		
Binnenate afwerk.....		
Voegwerk (voerings skoonmaak en bostukke oor aansluiting vasspyker).....		
Losspyker of vasspyker van voorkwarte en brugge.....		
Louis-bekleedsel met die hand afwerk.....		
Met 'n masjien gelykmaak.....		
Vasskroefwerk.....		
Masjiengestikte, gespykerde en/of gespykerde en gestikte sole aanbring.....		
Sole aanplak met plakmateriaal deur masjien verhit.....		
Verstyf, hoeke maak en vasspyker.....		
Steke skei.....		
Draadspykerwerk.....		
Vorentoe vasspyker van hakbeddings.....		
Rofmaak van boleer.....		
Brug kleiner maak nadat dit genaai is.....		
Houthakke pas.....		
Rande uitklop en skaaf.....		
Gedrewe werk op randsole doen.....		
Randdreefwerk met 'n masjien.....		
Groot spykers inslaan en die veelvoudige inslaan van spykers.....		
(ii) Vulkaniseerproses—		
Sole aan geleesde bostukke vulkaniseer.....		
Randdreefwerk met 'n masjien.....		

(Getalleverhouding.—Sien afdeling K.)

Per week.

Gedurende die
eerste 18 maande,
bereken vanaf
die datum
waarop hierdie
Ooreenkoms in
werkung tree.

Daarna.

R

R

Klas III-werksaamhede.

Gekwalificeerde werknemers op—

Klopwerk.....		8.56	8.74
Toediening met masjien van verstyfharse aan toonkappe.....			
Onderskoen opvul.....			
Groewe en rande lig en sluit.....			
Spykers voer in masjien wat hakke aansit.....			
Gelykmaak van masjiengestikte dele met die hand.....			
Hakke oortrek.....			
Insit van verstywers in boleer en neusstuk.....			
Louis-hakbekleedsel met die hand afwerk.....			
Louis-hak gladmaak.....			
Louis-hakbekleedsel met die masjien afwerk.....			
Aweregse bevestiging van boleer op polybedding.....			
Beddings met spyker-inslaan en/of vasslaan.....			
Beddings rondmaak.....			
Middels aansit.....			
Sool aan bedding spyker vir gomproses.....			
Rubberlym aansmeer, bevogtig en vasplak.....			
Kopspykers sorteer.....			
Groefsy in sole, randsoolwerk en/of rubbersole.....			
Vasspyker van sole of pas van binnesoel.....			
Spykers uittrek.....			
Onderste dele aan lees vasspyker.....			
Spykers in agterstukke slaan voordat dit oorgetrek word op skoene met toe rugge, en spykers word hoogstens 1 duim van die middel van die hakvlak geplaas (sien tekening).....			



Sandaalrugge spyker waar geen verstywers gebruik word nie.....		8.56	8.74
Bostukkie aan masjiengestikte dele en sandale spyker.....			
Alle ander draadkramwerk.....			
Krammetjies uittrek nadat die boleer met die lees vasgestik is.....			

(Getalleverhouding.—Sien afdeling K.)

Handleerwerksaamhede.

Gekwalificeerde werknemers op:—

(i) Met die hand oortrek en/of handleeswerk aan skoene vir mynwerkers of skoene van die mynwerkerstipe.....		12.91	13.04
Opmerking.—Geen kwantum of aanvullende loon word toegestaan vir handleeswerk aan skoene vir mynwerkers of skoene van die mynwerkerstipe nie.			
(ii) Ander oortrek met die hand en/of handleeswerk.....		10.21	10.34
Handleeswerk aan beddings van masjiengestikte dele.....			
Bankwerk met die hand soos vasspyker en sole en/of hakke met die hand aansit, asook rubberkwartpunte.....			
Leerstrokkies aan houtsole spyker.....			

[Getalverhouding.—Vir elke gekwalificeerde werknemer wat werksaamhede bepaal in (i) en (ii) doen, mag daar hoogstens een leerling in diens geneem word.]

*F.—AFWERKAFDELING.**Klas I-werksaamhede.*

Gekwalificeerde werknemers op:—

(1) Gladny van rande:—		12.91	13.04
(i) Spyker- en/of spyker- en naaiwerk, maar met uitsondering van skoene vir mynwerkers en skoene van die mynwerkerstipe en leerstewels.....			
Rubbersole en rubberkomposisiesole.....			
Kinderskoeisel tot en met nommer $1\frac{1}{2}$			
Alle pantoffels (vir mans, vrouens en kinders).....			
Masjiengestikte skoeisel vervaardig uit rundkalfsleer.....		14.71	14.84
(ii) Alle ander werk.....			
(2) Afwerk van rande:—		10.51	10.64
(i) Gespykerde en/of gespykerde en genaaide werk, maar met uitsondering van mynwerker en half-mynwerker- en leerstewels.....			
Binnesole.....			
Brûe en/of bo-stukke.....			
Kinderskoeisel, alle nommers tot en met nommer 14.....			
Alle pantoffels (vir mans, vrouens en kinders).....			
Masjiengestikte skoeisel vervaardig uit rund- en kalfsleer.....		12.91	13.04
(ii) Outmiese masjien vir die afwerk van rande, alle grade.....		12.91	13.04
(iii) Alle ander werk.....		10.51	10.64
(3) Hakke afwerk.....			

(Getalleverhouding.—Sien afdeling J.)

Klas II-werksaamhede.

Gekwalificeerde werknemers op—

	Per week.	Daarna.
	Gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree.	R
Betinslagwerk met die hand of masjien.....		
Onderstukke skuur.....		
Hakke skuur.....		
Haksproeiwerk.....		
Uitholwerk.....		
Heeltemal afwerk met die hand.....		
Afwerk van bo-stukke.....		
Werk met bunkwiel.....		
Gladstryk van Louis-bekleedsel.....		
Rande en onderkante afvryf, en gebreke aan rande, hakke, brûe, hoeke of onderdele herstel en rand afwerk.....		
Beddingswielwerk.....		
Sole gladstryk (d.i. die rand of voorste deel of brug van die sool met masjien- of met handgereedskap afwerk, hetsy voor of nadat die ondersoel nagemaak en gepoleer is).....		
Gedreve werk op randsole doen.....		
	(Getalleverhouding.—Sien afdeling K.)	

Klas III-werksaamhede.

Gekwalificeerde werknemers op—

Borsel, opvul en/of blinkvryf.....		
Gedreve werk op sole doen.....		
Met die vingers skuur.....		
Hakke sny.....		
Swartmaak, kleur, was aansmeer en bevogtig.....		
Leeste insit, uittrek en wegberé.....		
Holwerk (die band onder die soolrand verwijder).....		
Rand en sole afvryf.....		
	(Getalleverhouding.—Sien afdeling K.)	

G.—SKOENKAMER.

Gekwalificeerde werknemers op—

Namaakwerk.....	12.31	12.44
Herstelwerk aan verlakte skoecisel.....		
Relief- en/of stempelwerk doen.....		
In dose verpak.....		
Rangskik en/of sorteer.....		
Met blaasspuut afwerk.....		
Poleer en skoonmaak met die hand.....		
Uitstryk.....	7.66	7.84
Van etikette voorsien.....		
Afwerk van voering.....		
Nommers op skoecisel stempel.....		
Binnesole insit.....		
Beskrywing en nommers op etikette stempel.....		
Agterkwarte modelleer.....		
Binnesole gladmaak voordat hulle ingesit of in dose verpak word.....		

H.—LEERLINGE.

(i) Leerlinge wat besig is met die werksaamhede genoem in klousule 4 van Deel II van hierdie Ooreenkoms:—

Die eerste ses maande.....	3.31	3.44
Die tweede ses maande.....	3.81	3.94
Die derde ses maande.....	4.81	4.94
Die vierde ses maande.....	5.81	5.94
Die vyfde ses maande.....	6.81	6.94
Die sesde ses maande.....	7.81	7.94
Die sewende ses maande.....	8.81	8.94
Die agste ses maande.....	10.31	10.44
Daarna die voorgeskrewe loon.		

(ii) Leerlinge van Klas III in die Afdeling vir sole en hakke, die maak- en die afwerkafdeling, volgens ondervinding:—

Die eerste ses maande.....	3.01	3.14
Die tweede ses maande.....	3.31	3.44
Die derde ses maande.....	3.61	3.74
Die vierde ses maande.....	3.91	4.04
Die vyfde ses maande.....	4.51	4.64
Die sesde ses maande.....	5.11	5.24
Daarna die voorgeskrewe loon.		

(iii) Ander leerlinge, volgens ondervinding:—

Die eerste ses maande.....	3.01	3.14
Die tweede ses maande.....	3.31	3.44
Die derde ses maande.....	3.61	3.74
Die vierde ses maande.....	3.91	4.04
Die vyfde ses maande.....	4.51	4.64
Die sesde ses maande.....	5.11	5.24
Die sewende ses maande.....	6.31	6.44
Die agste ses maande.....	7.51	7.64
Die negende ses maande.....	8.71	8.84
Die tiende ses maande.....	10.51	10.64
Daarna die voorgeskrewe loon.		

met dien verstande dat—

- (a) 'n leerling wat, hetsy voor of gedurende die geldigheidstydperk van hierdie Ooreenkoms, teen 'n hoër loon in diens was as dié voorgeskryf vir iemand met sy ondervinding, verhogings betaal moet word asof hy volgens ondervinding geregtig was om die loon betaal te word waarteen hy in diens geneem is;

- (b) 'n leerling wat 'n werksaamheid verrig waarvoor 'n laer loon as R10.51 gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree, en R10.64 daarna, voorgeskryf word, vir solank as hy sodanige werksaamheid verrig, nie daarop geregtig is om meer as sodanige voorgeskrewe loon te eis nie;
- (c) dat leerlinge in die stikafdeling en skoenkamer—
- na die sesde ses maande ondervinding geregtig is op 'n loon van R7.66 of R7.96 gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree, en R7.84 of R8.14 daarna, as hulle werksaamhede verrig waarvoor hierdie loon voorgeskryf word;
 - na die sewende ses maande ondervinding geregtig is op 'n loon van R8.86 gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree, en R9.04 daarna, indien hulle werksaamhede verrig waarvoor hierdie loon voorgeskryf word;
- (d) dat leerlinge in klas II-werksaamhede, behalwe groefsny en perssny, na die agtste ses maande ondervinding gekwalifiseerde werknemers word en geregtig word op 'n loon van R10.21 gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree, en R10.34 daarna;
- (e) dat leerlinge in die snyafdeling wat maatstempel en verf na die sesde ses maande ondervinding geregtig is op 'n loon van R8.56 gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree, en R8.74 daarna.
- Werwing van enige leerling vir 'n klas I- of klas II-werksaamheid moet met bevordering uit die voorgaande laer klas geskied teen 'n loon van minstens die loon wat die werknemer op die datum van bevordering ontvang het; met dien verstande dat indien geen werknemer beskikbaar is nie, of indien 'n beskikbare werknemer onbekwaam is vir bevordering, 'n werknemer uit 'n ander klas werksaamhede aangestel kan word, of 'n nuwe leerling vir die betrokke werksaamheid in diens geneem kan word.

J.—ALGEMENE ARBEIDER.

	Per week.	
	Gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree,	Daarna.
Algemene arbeider.....	R 5.26	R 5.44

K.—GETALSVERHoudINGS.

(i) Klas I-werksaamhede in die sole- en hakke- en afwerkafdelings.

Vir elke drie of gedeelte van drie gekwalifiseerde werknemers in beide die sole- en hakkeafdeling en die afwerkafdeling wat klas I-werksaamhede verrig, mag daar hoogstens een leerling of vakleerling op proef in diens geneem word, met dien verstande dat vir die toepassing van hierdie klousule, vakleerlinge geag word leerlinge te wees.

„Gedeelte van drie“ beteken 'n res van minstens twee nadat die getal gekwalifiseerde werknemers deur drie gedeel is.

(ii) Klas II-werksaamhede in die sole- en hakke-, maak- en afwerkafdelings.

Vir hierdie werksaamhede, almal tesame geneem, mag daar hoogstens een leerling vir drie of gedeelte van drie gekwalifiseerde werknemers in diens geneem word.

„Gedeelte van drie“ beteken vir hierdie doel 'n res van minstens twee nadat die getal gekwalifiseerde werknemers deur drie gedeel is.

(iii) Klas III-werksaamhede in die sole- en hakke-, maak- en afwerkafdelings.

Vir hierdie werksaamhede, almal tesame geneem, mag daar hoogstens twee leerlinge vir elke gekwalifiseerde werknemer in diens geneem word.

2. SKOEISEL VAN SEILDOEK VAN DIE PLIMSOLL, TENNIS- EN GIMNASIUMSOORT EN SANDALE, RUBBERORRSTEWELS EN GEVORMDE SKOEISEL.

(1) LONE.

	Per week.	
	Gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree,	Daarna.
Gekwalifiseerde werknemers op—	R	R

(a) Afdeling waar bo-leer gesny word—

Groep 1—			
Afmerk en/of sny (seildoek of weefsel).....	13.70	13.78	
Groep 2—			
Afmerk en/of sny (rubber en/of rubberdeurtrekte seildoek)—rubberstewels.....	6.00	6.12	

(b) Stikafdeling—

Groep 3—			
Alle stikwerksaamhede met inbegrip van die maak van vetergaatjies, perforeer- en skaafwerk.....	8.00	8.08	

(c) Onderwerkafdeling—

Groep 4—			
Met die pers of met die hand sole sny uit rubber.....	11.30	11.38	
Groep 5—			
Alle ander snywerksaamhede met die pers.....	7.70	7.78	

(d) Maakafdeling—

Groep 6—			
Leeswerk met die hand, aansit van rubbersole met die hand..	6.00	6.12	
Sole aan boleer vulkaniseer.....	6.00	6.12	

Groep 7—			
(i) Alle ander werksaamhede wat nie in (a), (b), (c) en (d) hierbo gespesifieer word nie, uitgesonderd werk aan gevormde skoeisel.....	5.70	5.82	
(ii) Alle ander werksaamhede aan gevormde skoeisel wat nie in (a), (b), (c) en (d) hierbo gespesifieer word nie.	6.00	6.12	

(2) LEERLINGE.

(i) Vroulike werknemers in die stikafdeling en wat in dose pak en verpak, en alle leerlinge in die afdeling waar bo-leer gesny word en onderwerk-afdelings:—

Volgens ondervinding—

	Per week.	
	Gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werkking tree.	Daarna.
Die eerste drie maande.....	R 2.90	R 2.98
Die tweede drie maande.....	3.20	3.28
Die derde drie maande.....	3.50	3.58
Die vierde drie maande.....	3.80	3.88
Die vyfde drie maande.....	4.40	4.48
Die sesde drie maande.....	5.00	5.08

(ii) Ander leerlinge:—

Volgens ondervinding—

Die eerste ses maande.....	R 2.90	R 2.98
Die tweede ses maande.....	3.20	3.28
Die derde ses maande.....	3.50	3.58
Die vierde ses maande.....	3.80	3.88
Die vyfde ses maande.....	4.40	4.48
Die sesde ses maande.....	5.00	5.08

met dien verstande dat 'n leerling wat 'n werksaamheid verrig waarvoor 'n weekloon van minder as R5.00 gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werkking tree, en R5.08 daarna, voorgeskryf word, nie terwyl hy of sy sodanige werksaamheid bly verrig op 'n hoër loon as sodanige voorgeskrewe loon geregely is nie, en voorts met dien verstande dat 'n leerling wat werksaamhede, genoem onder klosus 1 (e) verrig, R5.30 betaal moet word gedurende die eerste 18 maande bereken vanaf die datum waarop hierdie Ooreenkoms in werkking tree, en R5.38 daarna, vir die sesde drie maande of sesde ses maande, na gelang van die geval, van die leertydperk.

(3) ALGEMENE ARBEIDERS.

Algemene arbeiders.....

	Per week.	
	Gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werkking tree.	Daarna.
Algemene arbeiders.....	R 5.26	R 5.44

(4) GETALSVERHOUDING.

Voordat 'n leerling in enige van die sewe groepes werksaamhede, uiteengesit in subartikel (1) in diens kan wees, moet een gekwalifiseerde werknemer in diens wees wat die volle loon van daardie groep ontvang, en vir elke afsonderlike gekwalifiseerde werknemer wat sodanige volle loon ontvang kan daar hoogstens twee leerlinge in diens geneem word.

(5) DIFFERENSIELLE WERK.

'n Gekwalifiseerde werknemer wat gedurende enige afsonderlike week werksaam is op twee of meer werksaamhede bepaal in hierdie afdeling van hierdie Aanhangsel moet die loon betaal word wat hy sou verdien as hy vir die hele tyd gedurende daardie week die hoogsbetaalde van daardie werksaamhede verrig het.

(6) MELK.

Een pint melk per dag moet aan alle werknemers in die meulkamer en die persnyafdeling verskaf word.

3. PANTOFFELS WAARVAN DIE BOSTUKKE VAN ANDER STOWWE AS LEER GEMAAK IS.

(1) LONE.

Gekwalifiseerde werknemers op:—

A. Afdeling waar bostukke gesny word—

Sny van bostukke.....	11.08	11.20
Sny van binnesole en/of sny van voering.....	8.33	8.45
Inmekarpas van bostukke en/of merk en/of stempel.....	7.06	7.22

B. Masjenstikafdeling—

Neusstukke.....	{	}	7.31	7.47
Omslae.....				
Nate.....				
Bind.....				
Knooppgate maak.....				
Knope aanwerk.....				
Tonge.....				
Binnesole.....				
Stopsel.....				

C. Sole- en hakke-afdeling—

(i) Sny van sole (alle soorte).....	11.68	11.80
(ii) Binnesole, sooltjies en bostukke sny.....	7.78	7.90
(iii) Stempel.....	7.01	7.17

D. Maakafdeling—

(i) Omdraaiwerk aan pantoffels.....	11.68	11.80
(ii) Stoom en met uitklophamer fatsoeneer—		
(a) Veltwerk.....	8.68	8.80
(b) Leerwerk, gewee'de kubane.....	9.28	9.40

Per week.
*Gedurende die
eerste 18 maande,
bereken vanaf
die datum waarop hierdie
Ooreenkoms in
werking tree.*

R Daarna.

	R	R
(a) Handleeswerk.....		
Sool grofmaak.....	8.98	9.10
Sool regsit aan bostuk en terselfdertyd perswerk verrig.....		
Sool regsit aan voorkant van bostuk en bedding voordat perswerk verrig word.....		
Perswerk waar sole vantevore reggesit is.....		
(b) Werksaamhede by die vassit met rubberlym.....	7.78	7.90
(c) Sole en binnesole vasspyker.....	7.61	7.77
(iv) Sole aan geleeste bostukke vulkaniseer.....	8.98	9.10
(v) Spykerwerk.....	7.78	7.90
(vi) Groefsnjywerk.....		
Met die hand gelykmaak.....	7.61	7.77
Hakke aansit.....		
Spykers in agterstukke slaan.....		
(vii) Pantoffels omkeer.....	6.11	6.27
E. Afwerkafdeling—		
Rande afwerk.....	11.38	11.50
Rande stel.....	8.38	8.50
Hakke afwerk.....	8.08	8.20
Skuurwerksaamhede.....	7.31	7.47
Swartmaak, kleur en borsel.....	7.31	7.47
F. Skoenkamerafdeling—		
Alle skoenkamerwerksaamhede.....	7.01	7.17

(2) LEERLINGE.

Volgens ondervinding—

Die eerste ses maande.....	2.98	3.10
Die tweede ses maande.....	3.28	3.40
Die derde ses maande.....	3.58	3.70
Die vierde ses maande.....	3.88	4.00
Die vyfde ses maande.....	4.48	4.60
Die sesde ses maande.....	5.08	5.20
Die sewende ses maande.....	6.28	6.40
Die agste ses maande.....	7.48	7.50
Die negende ses maande.....	8.68	8.80
Die tiende ses maande.....	10.48	10.60

met dien verstande dat 'n leerling wat 'n werksaamheid verrig waarvoor 'nloon van minder as R10.48 gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree, en R10.60 daarna, voorgeskryf word, nie terwyl hy sodanige werksaamheid verrig, geregtig is om 'n hoërloon as daardie voorgeskrewe loon te eis nie.

(3) ALGEMENE ARBEIDERS.

	R	R
Algemene werknemers.....	5.26	5.44

(4) GETALSVERHOUDING.

Vir elke gekwalificeerde werknemer wat die werksaamhede gespesifiseer in subklousule (1) hiervan verrig, mag daar hoogstens twee leerlinge teen lone volgens die skaal voorgeskryf vir leerlinge in subklousule (2) hiervan in diens wees; met dien verstande dat een werknemer wat die loon voorgeskryf vir 'n gekwalificeerde werknemer ontvang, in elke afdeling in diens moet wees alvorens 'n leerling in diens kan wees.

(5) DIFFERENSIELLE WERK.

'n Gekwalificeerde werknemer wat gedurende enige week een of meer werksaamhede verrig wat in hierdie afdeling van hierdie Aanhangsel gespesifiseer word, moet betaal word teen die loon wat hy sou verdien as hy vir al die tyd in daardie week gewerk slegs die hoogsbetaalde van hierdie werksaamhede verrig het.

4. „PLATNATE“ EN „DOPPERS“.

Opmerking.—„Platnate“ en „doppers“ beteken skoeisel wat uitsluitlik of hoogsaklik met die hand gestik is en wel met 'n riempie of pikdraad.

(1) LONE.

Per week.
*Gedurende die
eerste 18 maande,
bereken vanaf
die datum waarop hierdie
Ooreenkoms in
werking tree.*

Daarna.

	R	R
Gekwalificeerde werknemers:—		
(i) Snywerk.....	10.79	10.89
(ii) Werk met kragmasjien.....	5.94	6.04
Werk, maar nie met kragmasjien nie.....	5.16	5.30
Ander stikafdelingswerk.....	5.94	6.04
(iii) Soolsnywerk met kragmasjien.....	12.79	12.89
Soolsnywerk, behalwe met kragmasjien.....	7.44	7.54
(iv) Oortrekwerk met die hand en/of handleeswerk.....	7.44	7.54
Handstikwerk.....	5.16	5.30
(v) Kantafwerking met kragmasjien.....	10.79	10.89
Kantafwerking behalwe met kragmasjien.....	7.44	7.54
(vi) Pare bymekarsit en/of nommers merk.....	5.16	5.30
(vii) Enige ander werksaamheid behalwe dié wat in (i), (ii), (iii), (iv), (v) en (vi) hiervan gespesifiseer word.....	7.44	7.54

(2) LEERLINGE.

Leerlinge volgens ondervinding:

	Per week.	
	Gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree.	Daarna.
Die eerste ses maande.....	2.94	3.04
Die tweede ses maande.....	3.24	3.34
Die derde ses maande.....	3.54	3.64
Die vierde ses maande.....	3.84	3.94
Die vyfde ses maande.....	4.44	4.54
Die sesde ses maande.....	5.04	5.14
Daarne die loon van toepassing op die werkzaamheid wat die werknemer verrig.		

(3) ALGEMENE ARBEIDERS.

Algemene arbeiders..... 5.26 5.44

(4) GETALSVERHOUDING.

Vir elke drie werknemers wat minstens R5.16 gedurende die eerste 18 maande, bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree, en R5.30 per week daarna ontvang, mag daar hoogstens een werknemer in diens wees teen 'n loon van minder as R5.16 gedurende die eerste 18 maande bereken vanaf die datum waarop hierdie Ooreenkoms in werking tree, en R5.30 per week daarna.

(5) DIFFERENSIËLE WERK.

'n Gekwalifiseerde werknemer wat in 'n bepaalde week twee of meer werkzaamhede verrig wat in hierdie afdeling van hierdie Aanhangsel gespesifieer word, moet die loon betaal word wat hy sou verdien het as hy vir die hele tyd wat gedurende daardie week gewerk is uitsluitlik die hoogsbetaalde van daardie werkzaamhede verrig het.

AANHANGSEL B VAN DEEL II VAN DIE OOREENKOMS.

[Kyk klousule 4 (4) van hierdie deel.]

BOEK VIR DIFFERENSIËLE LONE

TOTALE LOON VERDIEN..... R.....

L.W.—Inskrywings moet met ink of 'n inkpotlood gemaak word. Voorman en werker moet teken vir die werklike tyd aan elke werksaamheid bestee.

Hierdie Ooreenkoms op hede die 12de dag van Desember 1963 namens die partye onderteken.

A. G. EVERINGHAM,
Lid van die Raad.

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

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

ANNEXURE C TO PART I.

	<i>Per Week.</i>	
	<i>During the first 18 months, calculated from the date on which this Agreement comes into operation.</i>	<i>Thereafter.</i>
A.—Night watchmen.....	R 7.06	R 7.24
B.—Storemen and/or warehousemen, despatch clerks.....	9.31	9.44
C.—Boiler attendants.....	6.16	6.34
D.—Motor vehicle drivers driving a vehicle authorised to carry or haul a payload of—		
(i) under 3 tons.....	8.86	9.04
(ii) 3 tons.....	9.31	9.44
(iii) over 3 tons but not exceeding 5 tons.....	9.91	10.04
(iv) over 5 tons but not exceeding 7 tons.....	11.81	11.94

Per Week.
*During the first
18 months,
calculated from
the date on which
this Agreement
comes into
operation.*

R**R****E.—Minors employed on occupations for which rates have not been prescribed in this Agreement:—**

First six months.....	3.01	3.14
Second six months.....	3.31	3.44
Third six months.....	3.61	3.74
Fourth six months.....	3.91	4.04
Fifth six months.....	4.51	4.64
Sixth six months.....	5.11	5.24
Thereafter.....	5.71	5.84

F.—Cardboard box making operations:—

(i) Guillotine and/or rotary cutting machine and/or scoring machine operating by—

(a) power.....	13.51	13.64
(b) hand.....	10.86	10.99

(ii) Cardboard boxmakers.....

(iii) Making cardboard boxes, according to experience:—

First six months.....	3.01	3.14
Second six months.....	3.31	3.44
Third six months.....	3.61	3.74
Fourth six months.....	3.91	4.04
Fifth six months.....	4.51	4.64
Sixth six months.....	5.11	5.24
Thereafter.....	6.46	6.64

G.—Employees employed on hand typesetting and printing labels on a printing machine.....

12.21 12.34

H.—Employees employed on weltmaking:—

(a) Splitting, skiving, cutting, grooving and bevelling.....	8.26	8.44
(b) All other operations.....	5.26	5.44

I.—Packers.....

5.56 5.74

PART II.**SPECIAL PROVISIONS APPLICABLE TO THE FOOTWEAR SECTION OF THE LEATHER INDUSTRY.****1. WAGES.**

The wage prescribed for any operation in Annexure A to this part shall apply to that operation irrespective of the department in which it is performed.

2. WAGE INCENTIVE SCHEMES.

(1) No employer shall require or permit any employee to work, share or take part in any wage incentive scheme or piece-work unless such employer has by licence of exemption been duly authorised to do so. Such licence of exemption may be issued by the Council or by the Executive Committee of the Council upon such terms and conditions as the Council may from time to time prescribe.

(2) Application for any such exemption shall be made in the first instance to the District Committee in whose area the establishment of the employer is situate and the District Committee shall thereupon make a recommendation to the Executive Committee in regard to such application. Each application shall in addition to any other details which the employer may wish to submit include the name of the firm, the number of employees, the department and the operations concerned, and an outline of the proposed scheme.

3. DIFFERENTIAL RATES.

(1) An employee may not be required to perform more than two operations specified in B, D, E and F of Clause 1 of Annexure A to this Part, for which wages of more than R8.56, during the first 18 months, calculated from the date on which this Agreement comes into operation, and R8.74 thereafter, are prescribed. Subject to the provisions of sub-clause (3) hereof, an employee who is employed on 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 rate applicable to each such operation; provided that—

- (i) if an employee is employed during the whole of a week solely on an operation in respect of which a wage of more than R8.56, during the first 18 months, calculated from the date on which this Agreement comes into operation, and R8.74 thereafter, is payable, such employee shall for the whole of that week be paid at not less than the rate prescribed for such operation;
- (ii) if an employee is employed for more than four hours in the aggregate in any week on each of two operations for which different rates are prescribed in the Agreement he shall be paid at the hourly rate applicable to each operation in accordance with time worked thereon, provided that such employee shall be paid for at least half his time at the higher rate;
- (iii) if an employee operating under (ii) hereof works overtime on the lower rated operation the rate applicable to such overtime shall be 50 per cent of the higher rate and 50 per cent of the lower rate.

(2) An employee who is employed in any one day on any one of the operations mentioned in sub-clause (1) of this clause and also on one or more of the operations for which wages of R8.56 during the first 18 months, calculated from the date on which this Agreement comes into operation, and R8.74 thereafter, or less, are prescribed, shall be paid at the wage applicable to the higher or highest paid operation for the whole of the time worked in that day.

(3) (a) Any employee on clicking as provided for in paragraph B (i) of clause 1 of Annexure A to this part who in any one week is required to cut outsides from more than one class of material shall be paid for the cutting of such outsides as though he were employed for the whole of the time worked in that week upon the higher or highest rated material. For this purpose tongues shall not be regarded as outsides and may be cut at the rate prescribed in the said paragraph B (i).

(b) A qualified employee who is employed in any one week on more than one operation specified in C of Clause 1 of Annexure A to this part shall be paid the wage which he would earn if employed for the same time solely on the higher or highest rated of those operations.

(4) (a) The employer shall provide each employee to whom this clause applies with the record book in the form shown in the Annexure B to this part, in which the employer shall enter the operation performed and the times of beginning and finishing each operation. The times shall be entered at the time of beginning and finishing, respectively. The book shall ordinarily be retained by the employee, but shall be handed to the employer when required for the purpose of his records.

(b) Where no records are kept in accordance with paragraph (a) of this sub-clause, the employer shall pay to the employee concerned the wage applicable to the higher or highest rated operation for the whole of the time worked in that week.

4. LICENSING OF LEARNERS ON CERTAIN OPERATIONS.

No employer shall employ a learner upon clicking, sole cutting from leather, pulling over, machine lasting (excluding seat lasting), welt sewing, sole sewing, sole stitching, rough rounding and channelling and edge trimming, except under licence issued by the Council or Executive in terms of Clause 22 of Part I of this Agreement, after the Council or Executive has satisfied itself that proper facilities exist for the training of such learner.

5. UNQUALIFIED MALE ADULT EMPLOYEE.

(1) A male employee (other than an apprentice) over the age of 21 years who has been previously employed in the Industry for a period of not less than twelve months, and who in the opinion of the Council or Executive is not able, owing to lack of experience, to perform satisfactorily an operation on which he is or is to be employed and for which the prescribed minimum wage is more than R8.56 during the first 18 months, calculated from the date on which this Agreement comes into operation, and R8.74 thereafter, per week, may, with the approval of the Council or Executive (which may act upon the prior recommendation of a District Committee where one exists for the area concerned), be employed on such operation as an unqualified male adult at less than the minimum wage prescribed in Annexure A of this part; provided that such lower wage shall not be less than the following:—

	Per Week.	
	During the first 18 months, calculated from the date on which this Agreement comes into operation.	Thereafter.
	R	R
During the first six months of employment.....	8.56	8.74
During the second six months of employment.....	9.01	9.14
During the third six months of employment.....	9.61	9.74

thereafter the prescribed wage for the operation on which he is employed; provided that nothing in this clause shall operate to prevent a shorter period than two years being permitted; provided that where it is not possible to obtain prior approval of the Council or Executive, an employee in respect of whom an application has been made for permission to work as an unqualified male adult in terms of this sub-clause, shall be paid at not less than the rates laid down by the District Committee from the date he commences on such operation.

If the Council or Executive specifies a higher rate than the rate laid down by the District Committee, such higher rate shall apply from the date of the Council's or Executive's decision.

In the event of the Council or Executive refusing the application, arrear wages may be assessed only for that period in excess of six weeks from the date of commencement on the operation.

(2) A licence to employ an unqualified male adult employee in terms of sub-clause (1) shall be issued in respect of each application approved by the Council or Executive, and a copy shall be furnished to the employee.

(3) Ratio of employees:—

(a) The number of unqualified male adults employed in terms of sub-clause (1) in an establishment shall not at any time exceed one such employee to each twenty or part of twenty other employees (excluding learners and apprentices) receiving more than R8.56 per week during the first 18 months, calculated from the date on which this Agreement comes into operation, and R8.74 per week, thereafter, on operations within clauses B, D, E and F of Clause 1 of Annexure A to this part.

(b) Employers shall not be reckoned in computing the ratio.

6. TOOLS.

All tools shall be provided by the employer free of charge.

7. RATIO RETURNS.

Every employer shall not later than the third day of each calendar month submit to the District Committee for his area, or, where no such District Committee exists, to the Executive Committee, a statement showing in respect of the last working week of the preceding month the numbers of employees affected by the ratio provisions of the Agreement and their operations and wage rates, together with an explanation of any ratio irregularity.

ANNEXURE A TO PART II OF THE AGREEMENT.

1. FOOTWEAR, NOT ELSEWHERE SPECIFIED.

A.—PATTERN DEPARTMENT.

- (i) Qualified employees employed as pattern cutters producing original standards and hand grading to restrictions, and/or shoe draughtsmen.....
(ii) Qualified employees—
 (a) employed on hand grading but not to restrictions and not producing original standards..
 (b) employed on grading machines and grading to restrictions.....
 (c) employed on making original lining patterns from upper patterns, where no last copies or original standards are produced.....
(iii) Qualified employees on grading machines but not grading to restrictions on any operation not specified in (i) and (ii) hereof.....

	Per Week.	
	During the first 18 months, calculated from the date on which this Agreement comes into operation.	Thereafter.
	R	R
(i) Qualified employees employed as pattern cutters producing original standards and hand grading to restrictions, and/or shoe draughtsmen.....	15.31	15.44
(ii) Qualified employees— (a) employed on hand grading but not to restrictions and not producing original standards.. (b) employed on grading machines and grading to restrictions..... (c) employed on making original lining patterns from upper patterns, where no last copies or original standards are produced.....	12.91	13.04
(iii) Qualified employees on grading machines but not grading to restrictions on any operation not specified in (i) and (ii) hereof.....	10.21	10.34

B.—CLICKING DEPARTMENT.

Qualified employees on:—

(i) Clicking:—

- (a) Vegetable or chrome split, vegetable or semi-chrome kip, suede chrome kip and vegetable tanned sheepskins and goatskins.....
White full chrome kip for the production of whole-cuts, bluchers and veldschoens only, but excluding miners' and miners' type footwear (all South African tannage)
Children's work, any material, all sizes up to and including size 1½ and all leather slippers (men's, women's and children's).....
(b) Any other leather, including fancy embossed leathers, fabrics, but excluding miners' and miners' type footwear.....

In the event of any dispute as to what are "fancy embossed leathers" the Council's decision shall be final. Provided that one qualified clicker in three, or part of three, employed in terms of this paragraph shall receive..... In calculating this ratio the sorter of cut stuff shall be included, if solely employed on sorting and/or cutting. "Part of three" means a remainder of not less than two after the total number of journeymen has been divided by three.	13.51 13.64 15.31 15.44 15.31 15.44
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	Per Week.	
	During the first 18 months, calculated from the date on which this Agreement comes into operation.	Thereafter.
	R	R
(c) Miners' and miners' type and army boots—		
(1) made in execution of a contract.....	15.31	15.44
(2) not made in execution of a contract provided that all such footwear shall be deemed to have been made in execution of a contract unless the contrary is proved.....	15.31	15.44
Ratio.—For every four or part of four qualified clickers there may be employed not more than one learner or probationer-apprentice, provided that for the purpose of this clause apprentices shall be regarded as learners.		
“Part of four” shall mean a remainder of not less than one after the total number of qualified clickers has been divided by four.		
(ii) Lining, sock and fitting cutting, and/or small trimmings and/or cut-outs died out by press or mallet:—		
Cutting from offal of inside tongues and narrow backstraps for children's, youths' and maids' stitchdowns of Oxford and Derby patterns.....	10.51	10.64
All other tongue and backstrap cutting shall be paid for at the rate applicable to clicking of the materials in terms of paragraph (i) hereof.		
Note.—A trimming is a decoration not being an essential part of the shoe upper.		
In the event of any disputes as to what comprises a “small trimming” the Council's decision shall after investigation, be final.		
Ratio.—For every qualified employee in this section there may be employed not more than two learners at wages in accordance with the scale laid down for learners in Clause H of this Annexure.		
(iii) Giving out patterns:—		
Operating splitting machine.....	10.21	10.34
(iv) Size stamping and/or painting:—		
Applying acme-backing.....	8.56	8.74
C.—CLOSING DEPARTMENT.		
Qualified employees on:—		
(i) Puritan machining.....	11.11	11.24
(ii) Stitching aprons on uppers on out-sole stitching machines.....	11.11	11.24
(iii) Pilot machining.....	10.51	10.64
(iv) Other machining:—		
(a) All closing operations on vegetable and chrome split, vegetable and semi-chrome kip, suede and chrome kip lining machining white full chrome kip for the production only of whole-cuts, bluchers and veldschoens, but excluding miners' and miners' type footwear (all of South African tannage).....	7.96	8.14
(b) Operations on leathers other than those specified in (a):—		
Vamping.....		
Machining additional rows of stitching on the vamp parallel to the vamp stitching		
Golosh machining (whole goloshes).....		
Fancy shoes on the held-together system, machined through (all classes).....		
Fancy machining on the held-together system, including collars, cut-outs, overlays and fancy pattern stitching without markers.....	8.86	9.04
Running round or any operation on post-trimming machine, excluding Oxford and Derby pattern Derby-sides.....		
Vamping shoes with quarters over vamps.....		
(c) Operations other than those specified in (a) and (b) above, including attaching binding for French binding on flat or post machine.....	8.86	9.04
All machining on army boots other than pilot and puritan machining.....	8.86	9.04
(d) All operations on children's work up to size 1½.....	7.96	8.14
All leather slippers (men's, women's and children's).....		
All operations on box hide and willow hide (excluding goloshing, fancy work and miners' and/or miners' type).....		
(v) Eyeletting, perforating, skiving, folding, and burnishing by machine or hand and fitting on block:—		
(a) Vegetable and chrome split.....		
Vegetable and semi-chrome kip suede chrome kip and vegetable tanned sheepskins and goatskins.....	7.96	8.14
White full chrome kip for the production only of whole cuts, bluchers and veldschoens (all of South African tannage).....		
(b) All other leathers.....		
(vi) Flat binding.....		
Bagging.....		
Turning of binding.....		
Buckle and button fastening.....		
Button holing.....		
Lacing.....	7.96	8.14
Hand punching.....		
Staying and taping.....		
Seam rubbing.....		
Seam hammering.....		
Sewing on bows and buckles by hand or machine.....		
Table hands (other than those fitting on block).....		
D.—ROUGH STUFF DEPARTMENT.		
Class I Operations.		
Qualified employees:—		
(i) As sole cutters from leather.....		
On sorting and fitting up ungraded and unstamped stock.....	14.71	14.84
On sorting graded and stamped stock.....		
(ii) As cutters of insoles, stiffeners, throughs, runners and puffs from leather other than split, and sole cutters of material other than leather.....	12.91	13.04
On reducing shaped rubber soles on the press.....		

(Ratio—See Clause K.)

	Per Week.	
	During the first 18 months, calculated from the date on which this Agreement comes into operation.	Thereafter.
	R	R
<i>Class II Operations.</i>		
Qualified employees on:—		
(i) Channelling:—		
Welted insoles.....	10.51	10.64
Other work.....	10.51	10.64
Press cutting operations other than those in Class I.....	10.81	10.94
(ii) Assembling from sorted and graded stock.....		
Attaching ribs to welted insoles.....		
Flap splitting.....		
Geming and taping.....		
Heel breasting.....		
Heel building.....		
Heel compressing.....		
Slugging.....		
Sole and insole rounding.....		
Sole grooving.....		
Tip filling.....		
(Ratio—See Clause K.)		
<i>Class III Operations.</i>		
Qualified employees on:—		
Channel opening.....		
Edge covering.....		
Edge reducing.....		
Automatic edge preparation machine for soles prior to attachment.....		
Flexing.....		
Insole feathering.....		
Lift and/or rand tacking.....		
Lip turning.....		
Press room scouring operations.....		
Shank assembling.....		
Shank moulding.....		
Skiving.....		
Size stamping.....		
Sole, insole and stiffener moulding.....		
Sole and insole splitting.....		
Sole grading machine operating.....		
Sole roughening for stuck-on work.....		
Solutioning.....		
Stiffener waxing and crimping.....		
Welt preparation.....		
(Ratio—See Clause K.)		
E.—MAKING DEPARTMENT.		
<i>Class I Operations.</i>		
Qualified employees on:—		
(i) Pulling over, consol lasting and/or Littleway Lasting:—		
(a) Welted work other than staple welted work.....	14.71	14.84
(b) Riveted and/or riveted and stitched work, excluding miners' and miners' type, and army boots.....	12.91	13.04
(c) Combined pulling over and forepart lasting.....	14.71	14.84
(d) All other grades.....	14.71	14.84
(ii) Bed Lasting (toes only):—		
(a) Welted work other than staple welted work.....	14.71	14.84
(b) Other work.....	14.71	14.84
(iii) Lasting of seats and sides by any machine:—		
(a) Welted work other than staple welted work.....	11.71	11.84
(b) Other work.....	11.71	11.84
<i>Note.—If a lasting machine operator is required to last boots or shoes through (i.e. seats and/or sides and toes), he shall be paid at the highest rate and no differential rates may be applied.</i>		
<i>If a pullover and/or consol lasting machine operator is required on any one day to work on pulling over and lasting toes, seat and/or sides, he shall be paid at the highest rate and no differential rate shall be applied.</i>		
(iv) Complete sole attaching by staple machine.....		
Staple welt attaching.....		
(v) Welt sewing.....	14.71	14.84
(vi) Rough rounding:—		
(a) Welted work other than staple welted work.....	14.71	14.84
(b) Other work.....	14.71	14.84
(vii) Sole sewing.....	14.71	14.84
(viii) Sole stitching:—		
(a) Welted work other than staple welted work.....	14.71	14.84
(b) Stitching outer soles to runners on Indian sandals on a No. 6 Harness Stitching machine.....	12.91	13.04
(c) Other work.....	14.71	14.84
(ix) (a) Stitchdown staple lasting.....	10.51	10.64
(b) Stitchdown thread lasting.....	10.51	10.64
(c) Stitchdown toe forming.....	10.51	10.64
(d) Wiping platform covers by machine.....	10.51	10.64
(e) Lasting operations on a Kamborian machine.....	10.51	10.64

Per Week.
During the first 18 months, calculated from the date on which this Agreement comes into operation.
R
Thereafter.
R

(x) Pounding. (Note.—No employee under the age of 18 years may be employed upon pounding):—

(a) Welted work other than staple welted work.....	12.31	12.44
(b) Miners' and miners' type and army type boots.....	13.51	13.64

"Army type boots" means the heavy type of boot involving the same strenuous pounding as contract army boots.

(c) Other work.....	12.31	12.44
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(Ratio—Making Department.)

Class I Operations.

(a) For every three or part of three qualified employees in pulling over, machine and/or bed lasting (excluding seat and side lasting), welt and/or sole sewing, stitching and rough rounding, there may be employed not more than one learner or probationer-apprentice, provided that for the purpose of this clause apprentices shall be regarded as learners.

(b) For every three or part of three qualified employees on operations other than those referred to in (a) one learner may be employed.

(c) "Part of three" referred to in (a) and (b) means a remainder of not less than two after the total number of qualified employees has been divided by three.

Class II Operations.

fied employees on:—

(i) Stuck-on process work:—

Sole positioning on upper and press, operating in one operation.....	10.21	10.34
Sole positioning on upper at forepart and seat before pressing.....		
Press operating with sole previously positioned (see Class III for tacking at seat only)		
Stitching soles together by machine other than the rapid stitcher prior to being attached to footwear, but excluding miners' and miners' type footwear.....		
Stitchdown assembling or pulling over stitchdown work.....		
Hobnailing by hand or machine.....		
Putting on toe plates and heel tips by hand or machine.....		
Heel attaching.....		
Football boot studding and barring.....		
Hand levelling other than stitchdown.....		
Inseam trimming.....		
Jointing (clearing linings and tacking upper down over joints).		
Loose nailing or pegging foreparts and waists.....		
Louis flap trimming by hand.....	10.21	10.34
Machine levelling.....		
Screwing.....		
Sole attaching, machine-sewn, riveted and/or riveted and stitched work.....		
Sole adhesive heat activating by machine.....		
Stiffener cornering and tacking.....		
Stitch separating.....		
String nailing.....		
Tacking forward of heel seats.....		
Upper roughening.....		
Waist reducing after being sewn.....		
Woodheel fitting.....		
Welt butting and skiving.....		
Welt wheeling.....		
Rand weltling by machine.....		
Slugging and gang slugging.....		

(ii) Vulcanising process:—

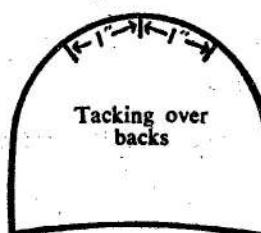
Vulcanising soles to lasted uppers.....	10.21	10.34
Rand weltling by machine.....		

(Ratio—see Clause K.)

Class III Operations.

fied employees on:—

Beating.....	8.56	8.74
Application by machine of hardening resins to puffs.....		
Bottom filling.....		
Channel closing and edge raising.....		
Feeding nails to heeling machine.....		
Hand levelling of stitchdowns.....		
Heel covering.....		
Inserting stiffeners and puffs.....		
Louis heel flap clamping, Louis heel slicking.....		
Louis heel flap trimming by machine.....		
Reverse seat moulding for stitchdowns.....		
Seat nailing and/or pegging.....		
Seat rounding.....		
Shank attaching.....		
Sole tacking at seat for stuck on process.....		
Solutioning, damp and pasting.....		
Sorting hobs.....		
Sole laying welted work and/or rubber soles.....		
Sole tacking or sole fitting throughs and runners.....		
Tack pulling.....		
Tacking bottom stock to lasts.....		
Tacking over backs before pulling over on closed back shoes, tacks being placed not further than 1 inch from middle of back of heel seat (see illustration).		



Per Week.
During the first
18 months,
calculated from
the date on which
this Agreement
comes into
operation.
R

Thereafter.

Tacking over sandal backs where no stiffener is inserted.....	(Ratio—See Clause K.)	R	R
Tacking top pieces on stitchdowns and sandals.....		8.56	8.74
All other wire grip tacking.....			
Upper stapling after lasting sides.....			

*Hand-lasting Operations.***Qualified employees on:**

(i) Pulling over by hand and/or hand lasting miners' or miners' type.....	12.91	13.04
<i>Note.—There shall be no quantum or supplementary wage allowed for the hand-lasting of miners' and miners' type footwear.</i>		
(ii) Other pulling over by hand and/or hand-lasting.....	10.21	10.34
Hand-lasting seats of stitchdowns.....		
Hand-lasting in the manufacture of clogs.....		
Bench work such as riveting, putting on soles, and/or heels by hand, including rubber quarter tips.....		
Tacking leather straps to wooden soles.....		

[Ratio.—There may be employed not more than one learner to each qualified employee on operations specified in (i) and (ii).]

F.—FINISHING DEPARTMENT.*Class I Operations.***Qualified employees on:**

(1) Edge trimming:

(i) Riveted and/or riveted and stitched work, but excluding miners' and miners' type and army boots.....	(Ratio—See Clause K.)	12.91	13.04
Rubber and rubber composition soles.....			
Children's footwear up to and including size 1½.....			
All slippers (men's, women's and children's).....			

(ii) All other work.....

14.71 14.84

(2) Edge setting:

(i) Riveted and/or riveted and stitched work, but excluding miners' and miners' type and army boots.....	(Ratio—See Clause K.)	10.51	10.64
Through runners.....			
Waists and/or top pieces.....			
Children's footwear, all sizes up to and including size 1½.....			

(ii) Automatic edge-setting machine, all grades.....

12.91 13.04

(iii) All other work.....

12.91 13.04

(3) Heel trimming.....

10.51 10.64

(Ratio.—See Clause K.)

*Class II Operations.***Qualified employees on:**

Bitting by hand or machine.....	(Ratio—See Clause K.)	10.21	10.34
Bottom scouring.....			
Heel scouring.....			
Heel spraying.....			
Ploughing out.....			
Complete finishing by hand.....			
Top piece trimming.....			
Bunk wheeling.....			
Louis flap ironing.....			
Rubbing down of edges and bottoms and repairing of defects in edges, heels, waists, corners or bottoms and feather of edge.....			

Seat wheeling.....

Top ironing (i.e. marking edge of forepart or waist of sole by machine or by hand tool whether before or after bottoms are faked and polished.....)

Welt wheeling.....

(Ratio.—See Clause K.)

*Class III Operations.***Qualified employees on:**

Brushing, padding and/or burnishing.....	(Ratio—See Clause K.)	8.56	8.74
Crow wheeling.....			
Finger scouring.....			
Heel breast cornering.....			
Inking, staining, waxing and damping.....			
Inserting, slipping and putting away lasts.....			
Ploughing (removing the scarf round underedge of sole).....			

(Ratio.—See Clause K.)

Per Week.		
<i>During the first 18 months, calculated from the date on which this Agreement comes into operation.</i>		
R		
R		
G.—SHOE ROOM.		
Qualified employees on:—		
Faking.....	12.31	12.44
Patent repairing.....		
Embossing and/or stamping.....		
Boxing.....		
Dressing and/or sizing.....		
Dressing by spray gun.....		
Hand polishing and cleaning.....		
Ironing.....	7.66	7.84
Labelling.....		
Lining trimming.....		
Size stamping on footwear.....		
Socking.....		
Stamping descriptions and sizes on labels.....		
Quarter reforming by machine.....		
Smoothing insoles before socking or boxing.....		

H.—LEARNERS.

- (i) Learners engaged on the operations referred to in Clause 4 of Part II of this Agreement:—

First six months.....	3.31	3.44
Second six months.....	3.81	3.94
Third six months.....	4.81	4.94
Fourth six months.....	5.81	5.94
Fifth six months.....	6.81	6.94
Sixth six months.....	7.81	7.94
Seventh six months.....	8.81	8.94
Eighth six months.....	10.31	10.44
Thereafter, the prescribed rate.		

- (ii) Learners in Class III in the rough stuff, making and finishing departments, according to experience:—

First six months.....	3.01	3.14
Second six months.....	3.31	3.44
Third six months.....	3.61	3.74
Fourth six months.....	3.91	4.04
Fifth six months.....	4.51	4.64
Sixth six months.....	5.11	5.24

- (iii) Other learners, according to experience;

First six months.....	3.01	3.14
Second six months.....	3.31	3.44
Third six months.....	3.61	3.74
Fourth six months.....	3.91	4.04
Fifth six months.....	4.51	4.64
Sixth six months.....	5.11	5.24
Seventh six months.....	6.31	6.44
Eighth six months.....	7.51	7.64
Ninth six months.....	8.71	8.84
Tenth six months.....	10.51	10.64
Thereafter, the prescribed rate.		

There
Provided

- vided—

 - (a) that a learner who, whether before or during the currency of this Agreement, was engaged at a higher rate than that prescribed for one of his experience, shall be paid increments, as though he had been by experience entitled to be paid at the rate at which he was engaged;
 - (b) that a learner who is engaged on an operation for which a wage of less than R10.51, during the first 18 months, calculated from the date on which this Agreement comes into operation, and R10.64, thereafter, is prescribed, shall not, while employed on such operation, be entitled to claim more than such prescribed wage;
 - (c) that learners in the closing department and shoe room shall—
 - (i) after the sixth six months of experience become entitled to a wage of R7.66 or R7.96 during the first 18 months, calculated from the date on which this Agreement comes into operation, and R7.84 or R8.14 thereafter, if on operations for which these rates are prescribed;
 - (ii) after the seventh six months of experience become entitled to a wage of R8.86 during the first 18 months, calculated from the date on which this Agreement comes into operation, and R9.04 thereafter, if on operations for which this rate is prescribed;
 - (d) that learners on Class II operations other than on channelling and press cutting shall after the eighth six months of experience become qualified employees and become entitled to a wage of R01.21 during the first 18 months, calculated from the date on which this Agreement comes into operation, and R10.34 thereafter;
 - (e) that learners in the clicking department, on size stamping and painting, shall, after the sixth six months of experience, become entitled to a wage of R8.56 during the first 18 months, calculated from the date on which this Agreement comes into operation, and R8.74 thereafter.

Recruitment of any learner for an operation in Class I or Class II shall be by promotion from the class next below at a wage not less than that which the employee was receiving on the date of promotion; provided that if no employee is available, or if an available employee is unfit for promotion, an employee may be introduced from another class of operations or a new learner may be engaged for the operation concerned.

Recruitment of any learner for an operation in Class I or Class II shall be by promotion from the class next below at a wage not less than that which the employee was receiving on the date of promotion; provided that if no employee is available, or if an available employee is unfitted for promotion, an employee may be introduced from another class of operations or a new learner may be engaged for the operation concerned.

J=GENERAL LABOURER

Per Week.

<i>During the first 18 months, calculated from the date on which this Agreement comes into operation.</i>	<i>Thereafter.</i>
R	R
5.26	5.44

General labourer......

K.—RATIOS.

(i) Class I operations in the rough stuff and finishing departments.

For every three or part of three qualified employees on Class I operations collectively in the rough stuff and finishing Departments, there may be employed not more than one learner or probationer-apprentice; provided that for the purpose of this clause, apprentices shall be regarded as learners.

"Part of three" means a remainder of not less than two after the number of qualified employees has been divided by three.

(ii) Class II operations in the rough stuff, making and finishing departments.

On these operations all taken collectively there may be employed not more than one learner to three or part of three qualified employees.

"Part of three" for this purpose means a remainder of not less than two after the number of qualified employees has been divided by three.

(iii) Class III operations in the rough stuff, making and finishing departments.

On these operations all taken collectively there may be employed not more than two learners to each qualified employee.

2. COTTON CANVAS FOOTWEAR OF THE PLIMSOLL, TENNIS OR GYMNASIUM TYPE AND SANDALS, GUM BOOTS AND MOULDED FOOTWEAR.

(1) WAGES.

Per Week.
*During the first
18 months,
calculated from
the date on which
this Agreement
comes into
operation.*

R	R
---	---

Qualified employees on:—

(a) Upper cutting department:—

Group 1—Marking and/or cutting (from canvas or fabric).....	13.70	13.78
Group 2—Marking and/or cutting (from rubber and/or canvas impregnated with rubber) gum boots.....	6.00	6.12

(b) Closing department:—

Group 3—All closing operations, including eyeletting, perforating and skiving.....	8.00	8.08
--	------	------

(c) Bottom stock department:—

Group 4—Sole cutting from rubber by press or by hand.....	11.30	11.38
Group 5—All other press cutting operations.....	7.70	7.78

(d) Making department:—

Group 6—		
Hand-lasting, rubber sole attaching by hand.....	6.00	6.12
Vulcanising soles to uppers.....	6.00	6.12

(e) Group 7:—

(i) Any other operations not specified in (a), (b), (c) and (d) above, excluding operations on moulded footwear.....	5.70	5.82
(ii) Any other operations on moulded footwear not specified in (a), (b), (c) and (d) above.....	6.00	6.12

(2) LEARNERS.

(i) Female employees in the closing department and on boxing and packing; and all learners in the upper cutting and bottom stock departments:—

According to experience:—		
First three months.....	2.90	2.98
Second three months.....	3.20	3.28
Third three months.....	3.50	3.58
Fourth three months.....	3.80	3.88
Fifth three months.....	4.40	4.48
Sixth three months.....	5.00	5.08

(ii) Other learners:—

According to experience:—		
First six months.....	2.90	2.98
Second six months.....	3.20	3.28
Third six months.....	3.50	3.58
Fourth six months.....	3.80	3.88
Fifth six months.....	4.40	4.48
Sixth six months.....	5.00	5.08

Provided that a learner who is employed on an operation for which a weekly wage of less than R5.00 during the first 18 months, calculated from the date on which this Agreement comes into operation, and R5.08 thereafter, is prescribed, shall not, while he or she continues to be employed on such operation, be entitled to a higher wage than such prescribed wage, and provided further that a learner who is engaged on operations covered by clause 1 (e) shall be paid R5.30, during the first 18 months, calculated from the date on which this Agreement comes into operation, and R5.38 thereafter, for the sixth three months, or sixth six months, as the case may be, of the learnership period.

(3) GENERAL LABOURERS.

Per Week.
*During the first
18 months,
calculated from
the date on which
this Agreement
comes into
operation.*

R	R
---	---

General labourers.....

5.26	5.44
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(4) RATIOS.

Before a learner may be employed in any of the seven groups of operations set out in sub-clause (1), there shall be employed one qualified employee in receipt of the full rate in that group, and for every one qualified employee in receipt of such full rate there may not be employed more than two learners.

(5) DIFFERENTIAL WORKING.

A qualified employee who is employed in any one week on two or more operations specified in this division of this Annexure shall be paid the wages which he would earn if employed for the whole time worked during that week solely on the higher or highest rated of those operations.

(6) MILK.

All employees in the mill room and on press cutting operation shall be supplied with one pint of milk per day.

3. SLIPPERS, THE UPPERS OF WHICH ARE MADE OF MATERIALS OTHER THAN LEATHER.

1. WAGES.

Qualified employees on:—

	Per Week.	
	During the first 18 months, calculated from the date on which this Agreement comes into operation.	Thereafter.
A. Upper cutting department:—		R
Upper cutting.....	11.08	11.20
Stock cutting and/or lining cutting.....	8.33	8.45
Upper assembling and/or marking and/or stamping.....	7.06	7.22
B. Machining department:—		
Toe caps.....		
Collars.....		
Seams.....		
Binding.....		
Button-holing.....		
Buttoning.....		
Tongues.....		
Socks.....		
Pads.....		
	7.31	7.47
C. Rough stuff department:—		
(i) Sole cutting (all types).....	11.68	11.80
(ii) Insole cutting and lift and top-piece cutting.....	7.78	7.90
(iii) Stamping.....	7.01	7.17
D. Making department:—		
(i) Slipper turn-sewing.....	11.68	11.80
(ii) Steaming and blocking into shape:—		
(a) Felt work.....	8.68	8.80
(b) Leather work, fabric cubans.....	9.28	9.40
(iii) Stuck-on process:—		
(a) Hand lasting.....		
Sole roughening.....		
Sole positioning on upper and press operating in one operation.....	8.98	9.10
Sole positioning on upper at forepart seat before pressing.....		
Press operating with sole previously positioned.....		
(b) Solutioning operations.....	7.78	7.90
(c) Sole and insole tacking.....	7.61	7.77
(iv) Vulcanising soles to lasted uppers.....	8.98	9.10
(v) Slugging.....	7.78	7.90
(vi) Channelling.....		
Hand levelling.....		
Heel attaching.....		
Tacking backs.....		
(vii) Slipper turning.....	7.61	7.77
	6.11	6.27
E. Finishing department:—		
Edge trimming.....	11.38	11.50
Edge setting.....	8.38	8.50
Heel trimming.....	8.08	8.20
Scouring operations.....	7.31	7.47
Inking, staining and brushing.....	7.31	7.47
F. Shoe room department:—		
All shoe room operations.....	7.01	7.17

(2) LEARNERS.

According to experience:—

First six months.....	2.98	3.10
Second six months.....	3.28	3.40
Third six months.....	3.58	3.70
Fourth six months.....	3.88	4.00
Fifth six months.....	4.48	4.60
Sixth six months.....	5.08	5.20
Seventh six months.....	6.28	6.40
Eighth six months.....	7.48	7.60
Ninth six months.....	8.68	8.80
Tenth six months.....	10.48	10.60

Provided that a learner who is employed on an operation for which a wage of less than R10.48 during the first 18 months, calculated from the date on which this Agreement comes into operation, and R10.60 thereafter, is prescribed, shall not, while employed on such operation, be entitled to claim more than such prescribed wage.

Per Week.
During the first
18 months,
calculated from
the date on which
this Agreement
comes into
operation.

R

(3) GENERAL LABOURERS.

General labourers.....	5.26	5.44
------------------------	------	------

(4) RATIO.

For every one qualified employee engaged in the operations specified in sub-clause (1) hereof there may be employed not more than two learners at the wages in accordance with the scale laid down for learners under sub-clause (2) hereof; provided one employee in receipt of the wage prescribed for a qualified employee must be employed in each department before a learner may be employed.

(5) DIFFERENTIAL WORKING.

A qualified employee who is employed in any one week on two or more operations specified in this division of this Annexure shall be paid the wage which he would earn if employed for the whole time worked during that week solely on the higher or highest rated of those operations.

4. "PLATNATE" AND "DOPPERS".

Note.—"Platnate" and "doppers" means footwear wholly or mainly stitched by hand with riempie or pitch thread.

	<i>Per Week.</i>	<i>During the first 18 months, calculated from the date on which this Agreement comes into operation.</i>	<i>Thereafter.</i>
(I) WAGES.	R	R	R
Qualified employees on:-			
(i) Clicking.....	10.79	10.89	
(ii) Machining by power.....	5.94	6.04	
Machining other than by power.....	5.16	5.30	
Other closing room operations.....	5.94	6.04	
(iii) Sole cutting by power.....	12.79	12.89	
Sole cutting other than by power.....	7.44	7.54	
(iv) Pulling over by hand and/or hand-lasting.....	7.44	7.54	
Stitching by hand.....	5.16	5.30	
(v) Edge trimming by power.....	10.79	10.89	
Edge trimming other than by power.....	7.44	7.54	
(vi) Pairing and/or size marking.....	5.16	5.30	
(vii) Any operation other than those specified in (i), (ii), (iii), (iv), (v) and (vi) hereof.....	7.44	7.54	

(2) LEARNERS.

According to experience:—

First six months.	2.94	3.04
Second six months.	3.24	3.34
Third six months.	3.54	3.64
Fourth six months.	3.84	3.94
Fifth six months.	4.44	4.54
Sixth six months.	5.04	5.14

Thereafter the rate applicable to the operation upon which the employee is employed.

(3) GENERAL LABOURERS.

General labourers 5.26 5.44

(4) RATIO.

For every three employees receiving not less than R5.16 during the first 18 months, calculated from the date on which this Agreement comes into operation, and R5.30 per week, thereafter, there may be employed not more than one employee at a wage of less than R5.16 during the first 18 months, calculated from the date on which this Agreement comes into operation, and R5.30 per week, thereafter.

(5) DIFFERENTIAL WORKING.

A qualified employee who is employed in any one week on two or more operations specified in this division of this Annexure shall be paid the wage which he would earn if employed for the whole time worked during that week solely on the higher or highest rated of those operations.

ANNEXURE B TO PART II OF THE AGREEMENT.

[*Vide* Clause 4 (4) of this Part.]

DIFFERENTIAL WAGE BOOK.

Operation.	Time Started. Hrs. Mins.	Time Finished. Hrs. Mins.	Total Time. Hrs. Mins.	Rate per per Hour.	Wages Payable. R	Initials. Foreman. Oper.	Remarks.

TOTAL WAGES EARNED..... R.....

N.B.—Entries must be made in ink or indelible pencil. Foreman and operator must sign for actual time worked on each operation. This Agreement signed on behalf of the parties on this 12th day of December, 1963.

A. G. EVERINGHAM,
Member of the Council.
F. J. J. JORDAAN,
Member of the Council.
A. S. YOUNG,
General Secretary of the Council.

No. R. 1008.] [3 Julie 1964.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

LEERNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Skoelselafdeling van die Leernywerheid, gepubliseer by Goewermentskennisgewing No. R. 1007 van 3 Julie 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 gereel word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 1009.] [3 Julie 1964.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-KOSTETOELAES BETAALBAAR INGEVOLGE OORLOGSMAATREËL NO. 43 VAN 1942.

LEERNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942 gepubliseer is, die bepalings van subregulasie (1) van regulasie 2 van genoemde regulasies op ten opsigte van alle werknemers wat kragtens klousule 5 van die Ooreenkoms vir die Skoelselafdeling van die Leernywerheid, gepubliseer by Goewermentskennisgewing No. R. 1007 van 3 Julie 1964, op 'n lewenskostetoeleae geregty is.

A. E. TROLLIP,
Minister van Arbeid.

INHOUD.

No.	BLADSY
Departement van Arbeid.	
GOEWERMENSKENNISGEWINGS.	
R.1007. Leernywerheid: Republiek van Suid-Afrika: Skoelsel Afdeling	1
R.1008. Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos Gewysig	36
R.1009. Opskorting van Betaling van Lewenskosteelaes Betaalbaar Ingevolge Oorlogsmaatreël No. 43 van 1942	36

CONTENTS.

No.	PAGE
Department of Labour.	
GOVERNMENT NOTICES.	
R.1007. Leather Industry: Republic of South Africa: Footwear Section	1
R.1008. Factories, Machinery and Building Work Act, 1941: as Amended	36
R.1009. Suspension of Payment of Cost of Living Allowances under War Measure No. 43 of 1942	36

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