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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1013.]

[3 Julie 1964.

WET OP NYWERHEIDSVERSOENING, 1956.

LEERNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA.

HANDSAKAFDELING.

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 Handsakafdeling van die Leernywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 15 April 1967 eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat genoemde Ooreenkoms aangaan 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 (1), 3, 4 (3) (e), 14, 18 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing 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 kennisgewing, 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 (1), 3, 4 (3) (e), 14, 18 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing 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.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1013.]

[3 July 1964.

INDUSTRIAL CONCILIATION ACT, 1956.

LEATHER INDUSTRY, REPUBLIC OF
SOUTH AFRICA.

HANDBAG 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 Handbag 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 (1), 3, 4 (3) (e), 14, 18 and 19, 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 (1), 3, 4 (3) (e), 14, 18 and 19, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provision are binding in respect of employees and upon those employers in respect of Natives in their employ.

A. E. TROLLIP,
Minister of Labour.

BYLAE.

NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

HANDSAKAFDELING.

OOREENKOMS

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

1. WOORDOMSKRIVING.

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

- "Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;
- "Raad" die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika wat ingevolge artikel twee van Wet No. 11 van 1924, soos gewysig, geregistreer is en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956, soos gewysig;
- "snyer klas I" 'n werknemer wat die buitekante van handsake, uitgesonderd versiersels, handvatsels of kleindele, met die hand of 'n masjien sny;
- "snyer klas II" 'n werknemer wat enige deel van 'n handsak, uitgesonderd dié genoem in die omskrywing van "snyer klas I" met die hand of 'n masjien sny;
- "afleweringsvoertuig" 'n kragaangetrewe voertuig wat gebruik word vir die vervoer van goedere uitgesonderd handelsreisigersmonsters;
- "versendingsklerk" 'n werknemer wat daarvoor verantwoordelik is om goedere in of uit 'n pakhuis of voorraadskuur of van departemente te ontvang vir versending of aflewering en wat verantwoordelik is vir die verpakking en/of bymekaarmaak van sodanige goedere, die nagaan van pakke en die weeg, merk en adressering daarvan;
- "distrikskomitee" 'n komitee wat ooreenkomstig die konstitusie van die Raad gestig is om die administrasie van ooreenkomste in 'n bepaalde gebied te behartig;
- "bedryfsinrigting" 'n plek waarin enige werksaamheid in verband met die Nywerheid verrig word;
- "Uitvoerende Komitee" die Uitvoerende Komitee van die Raad wat ooreenkomstig die konstitusie van die Raad aangestel is;
- "ondervinding" die totale tydperk of tydperke diens, hetsy voor of na die datum van inwerkingtreding van hierdie Ooreenkoms wat 'n werknemer in die handsakafdeling van die Nywerheid gehad het en omvat dit ook die jaarlikse verlof waarvoor daar in kousule 8 voorsiening gemaak word, plus 'n tydperk van hoogstens vier maande militêre opleiding wat 'n werknemer in 'n bepaalde jaar mag ondergaan, maar uitgesonderd enige tydperk of tydperke langer as drie agtereenvolgende weke waarin 'n werknemer van sy werk afwesig is sonder die toedoen van die werkgever;
- "voorman" 'n werknemer wat deur die werkgever aangewys is as die persoon wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse verrig; met dien verstande dat geen werkgever of direkteur of plaasvervangende direkteur van 'n maatskappy as voorman aangewys mag word nie;
- "algemene arbeiders" 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende werksaamhede verrig:—

- (1) Persone, masjinerie, uitrusting, gereedskap, gerei, diere, meubels of ander artikels skoonmaak;
- (2) houe was of skoonmaak;
- (3) grondstowwe, vervaardigde of halfvervaardigde produkte, masjinerie, uitrusting, gereedskap, gerei of ander artikels dra, verskuif en/of opstapel;
- (4) voertuie of houe laai 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 sjabloneer;
- (9) tee, koffie, kakao of dergelike drankke berei;

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

HANDBAG SECTION.

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 "trade unions"), of the other part,

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

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;
- "Council" means the National Industrial Council of the Leather Industry of South Africa, registered in terms of section two of Act No. 11 of 1924, as amended, and deemed to have been registered under the Industrial Conciliation Act, 1956, as amended;
- "cutter, class 1," means an employee engaged in the cutting by hand or machine of handbag outers other than trimmings, handles or small parts;
- "cutter, class 2," means an employee engaged in the cutting by hand or machine of any handbag part other than those referred to in the definition of a "cutter, class 1";
- "delivery vehicle" means any power-driven vehicle used for conveying goods other than travellers' samples;
- "despatch clerk" means an employee who is responsible for receiving goods into or from a store or warehouse, or from departments, for despatch or delivery and who is responsible for the packing and/or assembling of such goods, the checking of packages and the weighing, marking or addressing thereof;
- "District Committee" means a committee established in accordance with the constitution of the Council for the administration of Agreements in a particular area;
- "establishment" means any place in which any operations in connection with the Industry are carried on;
- "Executive Committee" means the Executive Committee of the Council appointed in terms of its constitution;
- "experience" means the total period or periods of employment whether prior or subsequent to the date on which this Agreement comes into force which an employee has had in the handbag section of the Industry and shall include the annual holiday provided for in clause 8, plus up to four months of any period of military training which an employee may undertake in any one year, but excludes any period or periods in excess of three consecutive weeks during which an employee has been absent from work through no fault of the employer;
- "foreman" means an employee designated by the employer to be in charge of employees in an establishment who exercises control over such employees and is responsible for the efficient performance of their duties, provided that no employer or director or alternate director of a company shall be designated to act as foreman;
- "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) op afleweringswaens, of voertuie behulpsaam wees;
 (11) briewe, boodskappe of goedere te voet of deur middel van 'n fiets of enige handaangedrewe voertuig aflewer;

"werknemer, graad I," 'n werknemer wat enigeen van die volgende werksaamhede verrig:—

Stapelwerk, klinknaelwerk, raamwerk aan beursies, lyswerk aan die buitekante van handsakke, handsakrame, oortrek, draaislotte of toebehorens insit;

"werknemer, graad II," 'n werknemer wat enige werksaamheid verrig uitgesonderd dié genoem in die omskrywing van "werknemer, graad I," of 'n werknemer waar daar 'n spesifieke loon voorgeskryf word;

"halfdag," die betrokke bedryfsinrigting se gewone werktidperk in die voormiddag;

"handsakafdeling" daardie afdeling van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van handsakke vir dames en/of kinders;

"uurloon" die weekloon gedeel deur 42, behalwe in die geval van 'n nagwag, wanneer dit die weekloon gedeel deur 72, beteken en behalwe in 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" of "Leernywerheid" die Nywerheid waarin werkgewers of werknemers met mekaar geassosieer is—

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

- (a) skoelisel, met inbegrip van alle soorte maar uitgesonderd skoelisel volgens maat;
- (b) dokumenttasse, tasse en alle ander houters wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te hou;
- (c) tuie, tooms, saeltuig, saelsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting uitgesonderd klere, dameshandsakke, inkoopasse, breitasse, Naturelletasse van die tipe wat algemeen bekend staan as "Xhosasakke", notebeurse, beursies, horlosiebande, polsbande, halsbande vir honde, leiband vir honde, kombesrieme, kruisbande, gordels, kousophouers, kousbande, armband en alle ander soortgelyke artikels afgesien van hul aard maar wat bedoel is as plaasvervangers vir enigeen van voornoemde artikels;

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

(3) in bedryfsinrigtings waarin daar ook leergoedere 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 inkoopasse wat hoofsaaklik van papier gemaak is, insluit nie;

(4) vir die vervaardiging van alle tipes skoelisel van ander materiaal as leer;

(5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik van leer, vesels, hout, doek, seildoek of weefstof of enige kombinasie daarvan;

"leerling" 'n werknemer wat besig is om een of meer van die werksaamhede in die Nywerheid te leer;

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

"buitewerk" werk wat uitbeste word deur of ten behoeve van 'n werkgewer en wat buite sy geregistreerde fabriek voltooi of gedoen moet word aan enige samestellende deel, materiaal of dele van 'n produk wat binne die bestek van die Ooreenkoms val;

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

"gekwalifiseerde werknemer" 'n werknemer wat uit hoofde van sy ondervinding daarop geregtig geword het om die volle loon te ontvang wat in hierdie Ooreenkoms voorgeskryf word, vir die werk wat hy verrig;

"Sekretaris van die Raad" die Algemene Sekretaris van die Raad en omvat dit ook 'n Assistent-sekretaris van die Raad;

"korttyd" 'n tydperk wat korter is as die gewone weeklikse werkure;

"voorraadman" 'n werknemer wat algemene beheer het oor voorrade en wat daarvoor verantwoordelik is om goedere en voorrade in ontvangs te neem en hulle op te berg en te hanteer, en hulle uit die pakhuis af te lewer aan afdelings of om binne die pakhuis of magasyn deurgesend en/of verpak te word, en om hulle uit te pak;

"aanvullende loon" die addisionele bedrag wat 'n werknemer wat volgens 'n skema vir aanvullende loon of 'n loonaansporingskema werk, bo en behalwe sy voorgeskrewe loon mag verdien;

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

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

- (i) dat, indien 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n bedrag betaal wat hoër is as dié voorgeskryf in klousule 4 (1), dit sodanige hoër bedrag beteken;

(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;

"grade 1 employee" means an employee engaged on any of the following operations:—

Stapling, riveting, framing of purses, beading of handbag outers, covering of handbag frames, inserting of turn-locks or fittings;

"grade 2 employee" means an employee engaged on any operation other than those referred to in the definition of "grade 1 employee", or one for which a specific wage is provided;

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

"handbag section" means that section of the Industry in which employers and employees are associated for the manufacture of ladies' and/or children's handbags;

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

(1) for the manufacture mainly from leather of—

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

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

"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;

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

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

"Secretary of the Council" means the General Secretary of the Council and includes any Assistant-Secretary of the Council;

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

"storeman" means an employee who is in general charge of stores and who is responsible for receiving goods into stores and for 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 prescribed 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;

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

- (i) that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount;

- (ii) dat die eerste voorbehoudsbepaling nie so uitgelê mag word dat dit op besoldiging wat 'n werknemer wat diens doen op 'n grondslag waarvoor daar in klousule 22 voorsiening gemaak word, bo en behalwe die bedrag ontvang wat hy sou ontvang het as hy nie op sodanige grondslag diens gedoen het nie, betrekking het of dit insluit nie;

"werk genoodsaak deur 'n noodtoestand" werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, staking, onklaarraking van masjinerie of vertraging van die lewering van materiaal, wat die Nywerheid regstreeks of onregstreeks raak, sonder versuim gedoen moet word.

2. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepalinge van hierdie Ooreenkoms moet in die Republiek van Suid-Afrika nagekom word deur alle werkgewers wat lede van die werkgewersorganisasies is en in die Handsak-afdeling van die Leernywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is, wat in daardie Nywerheid werksaam is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

(2) Ondanks andersluidende bepalinge hierin vervat, is die bepalinge van hierdie Ooreenkoms nie van toepassing nie op handelsreisigers, verkoopsmanne en klerklike werknemers uitgesonderd versendingsklerke.

3. DATUM VAN INWERKINGTREDEDING EN GELDIGHEIDSDUUR.

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

4. LONE EN LOONSKALE.

(1) (a) Behoudens die bepalinge van klousules 5 en 16, mag geen loon wat laer is as dié wat in Aanhangsel C voorgeskryf word ten opsigte van 'n werksaamheid wat deur 'n werknemer verrig word, deur 'n werkgewer betaal en deur 'n werknemer aangeeem word nie, en elke werkgewer moet hom voorts hou aan die getalsverhouding en ander voorwaardes soos in genoemde aanhangsel voorgeskryf.

(b) Met uitsondering van 'n nagwag en 'n ander werknemer as 'n werknemer wat skofwerk verrig en van wie vereis word of wat toegelaat word om gedurende die nagure te werk, is die lone wat in Aanhangsel C, gelees met paragraaf (a) hiervan, betaalbaar vir 'n werkweek van 42 uur. In die geval van 'n nagwag word loon betaal vir 'n werkweek van 72 uur en in die geval van 'n ander werknemer as 'n werknemer op skofwerk van wie vereis word of wat toegelaat word om gedurende die nagure te werk word die loon betaal vir 'n werkweek van 38 uur. Die werkweek mag nie vroeër as op Woensdag in 'n kalenderweek eindig nie. Alle lone is onderworpe aan die voorwaardes betreffende oortydwerk, waarvoor daar in klousule 6 van hierdie Ooreenkoms voorsiening gemaak word.

(c) Indien daar minder ure gewerk word as dié voorgeskryf in paragraaf (b) hiervan mag die loon van elke werknemer proporsioneel verminder word behalwe in die geval van 'n nagwag; met dien verstande dat ingeval daar van 'n afleweringsvoertuigbestuurder vereis word om op 'n bepaalde dag vir 'n kleiner getal ure as dié voorgeskryf, te werk, hy vir die toepassing van hierdie klousule geag word sy gewone getal ure vir daardie dag van die week te gewerk het afgesien van die getal ure wat hy werklik gewerk het.

(2) Alle verdienste moet weekliks in kontant betaal word 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. Die verdienste moet in 'n verseëlde kovert geplaas word, en die naam of nommer en loon van die werknemer, die datum van betaling, die ure gewerk, besonderhede van bedrae wat afgetrek is en die netto bedrag van die verdienste in die kovert, moet met 'n inktlood of inkt op die kovert geskryf word op die volgende manier:—

Werknemer.....	
Loon.....	R.....
Ure gewerk (uitgesonderd oortyd).....	
Loon verskuldig.....	R.....
Aftekings:—	
Werkloosheidsfonds.....	R.....
Siektebystandsfonds.....	R.....
Voorsorgsfonds.....	R.....
Versekering of pensioen....	R.....
Ledegeld vir vakvereniging..	R.....
Heffings van Raad.....	R.....
Totale aftekings*.....	R.....
Netto verdienste.....	R.....
Werkgewer.....	
Datum.....	

* Slegs die totale bedrag afgetrek moet gemeld te word, behalwe in die geval waar daar veranderinge in die netto verdienste van 'n werknemer gemaak is, wanneer die aftekings vir daardie week breedvoerig gemeld moet word soos hierbo aangetoon.

- (ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 22 received over and above the amount which he would have received if he had not been employed on such basis;

"work necessitated by an emergency" means any work which owing to unforeseen circumstances including fire, storm, accident, epidemic, act of violence, strike, breakdown of plant or machinery or delay in the supply of materials which directly or indirectly affect the industry, must be done without delay.

2. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Republic of South Africa by all employers who are members of the employers' organisations and are engaged in the Handbag Section of the Leather Industry and by all employees who are members of the trade unions and who are employed in that Industry and for whom minimum wages are prescribed in this Agreement.

(2) Notwithstanding anything to the contrary contained therein, the terms of this Agreement shall not apply to travellers, salesmen and clerical employees other than despatch clerks.

3. DATE AND PERIOD OF OPERATION.

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

4. WAGES AND RATES.

(1) (a) Subject to the provisions of clauses 5 and 16, no employer shall pay and no employee shall accept wages less than those prescribed in Annexure C 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) 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 Annexure C 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 6 of this Agreement.

(c) If less hours than those prescribed in paragraph (b) hereof are worked, the wage of each employee may be reduced proportionately except in the case of a night watchman and provided that in the event of a driver of a delivery vehicle 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 earnings 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 earnings shall be placed in a sealed envelope, on the outside of which the name or number and rate of wages of the employee, the date of payment, the hours worked, details of deductions made and the net amount of earnings contained therein shall be written in indelible pencil or ink in the following manner:—

Employee.....	
Wage rate.....	R.....
Hours worked (excluding overtime).....	
Wages due.....	R.....
Deductions:—	
Unemployment fund....	R.....
Sick Benefit fund.....	R.....
Provident fund.....	R.....
Insurance or pension..	R.....
Trade Union subscrip- tions.....	R.....
Council levies.....	R.....
Total deductions*.....	R.....
Net Earnings.....	R.....
Employer.....	
Date.....	

* Total deductions only need be shown, except in the event of any changes being made in the net earnings of an employee when the deductions for that week shall be set out in detail as indicated.

(3) Geen bedrag hoegenaamd, uitgesonderd die volgende, mag van die geld wat aan 'n werknemer verskuldig is, afgetrek word nie:—

- (a) Behoudens die bepalinge van klousules 4 (1) (c), 5 (4) en 7 (2) waar die werknemer van sy werk afwesig is en sodanige afwesigheid nie op versoek of op las van sy werkgever geskied nie, 'n *pro rata*-bedrag vir die tydperk van sodanige afwesigheid.
- (b) Met die skriftelike toestemming van die werknemer, bedrae vir vakansie-, werkloosheid-, siekte-, versekerings- of pensioenfondse en vir spaarfondse deur die Raad goedgekeur, en enige bedrag wat 'n werknemer verskuldig is ten opsigte van etes, tee en/of ander verversings wat 'n werkgever verskaf het teen 'n koste waarvoor die werknemer ooreengekom het.
- (c) Heffings ingevolge klousule 10 van die Ooreenkoms.
- (d) Enige bedrag wat 'n werkgever regtens, deur ordonnansie of regsproses ten behoeve van 'n werknemer moet betaal.
- (e) Met die skriftelike toestemming van die werknemer, bydraes tot die fondse van 'n vakvereniging wat 'n party by die Raad is.

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

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

(6) Ondanks andersluidende bepalinge in hierdie Ooreenkoms vervat, moet 'n gekwalifiseerde werknemer wat in diens geneem word vir of oorgeplaas word na 'n werksaamheid waarvoor die voorgeskrewe loon hoër is as dié wat hy ontvang het onmiddellik voor die datum waarop hy oorgeplaas of in diens geneem is, vir 'n tydperk van drie maande die loon betaal word wat hy onmiddellik voor sodanige oorpasing of indiensneming ontvang het en moet hy daarna loonverhogings ontvang ooreenkomstig die skaal vir leerlinge wat van toepassing is op die werksaamheid wat hy verrig.

(7) Niks in hierdie Ooreenkoms vervat, mag die uitwerking hê dat dit te eniger tyd die loon wat tans aan 'n werknemer betaal word en wat gunstiger vir hom is as dié wat in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf word, verlaag nie terwyl hy in die diens van dieselfde werkgever bly.

5. WERKURE.

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

- (a) om vir meer as 42 uur, uitgesonderd etenstye, in 'n bepaalde week te werk nie; of
- (b) om vir meer as 8 uur, uitgesonderd etenstye, op 'n bepaalde dag te werk nie: Met dien verstande dat, in enige bedryfsinrigting waarin—
 - (i) die gewone werkure op 'n bepaalde dag in die 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 half uur op elke een 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, 'n werknemer toegelaat mag word of daar van hom vereis mag word om op enige werkdag '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 moet word aaneenlopend te wees; of
- (d) om, as dit 'n vroulike persoon is—
 - (i) tussen 6-uur nm. en 6-uur vm.; of
 - (ii) na 1-uur nm. op meer as 5 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 soos in subklousule (6) van klousule 8 bedoel, 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 van die week te gewerk het.

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

(4) Indien daar nie van werkgevers vereis word om op enige dag in 'n bedryfsinrigting teenwoordig te wees nie, moet hulle individueel of deur middel van 'n kennisgewing wat in die departement of departemente waarin hulle werksaam is, ogeplak moet word, voor sodanige dag in kennis gestel word dat hulle dienste nie vereis sal word nie.

Indien hulle nie aldus verwittig is nie, is werknemers wat hulle op die gewone begintyd by die bedryfsinrigting aanmeld, daarop geregtig om vir minstens 'n half dag te werk of om 'n half dag se loon in plaas daarvan te ontvang.

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

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

- (a) Subject to the provisions of clauses 4 (1) (c), 5 (4) and 7 (2), where the 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 refreshment supplied by an employer at a charge agreed to by the employee.
- (c) Levies in terms of clause 10 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 an employee shall be charged or accepted by an employer.

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

(6) Notwithstanding anything to the contrary contained in this Agreement, a qualified employee who is engaged on or transferred to an operation for which the prescribed wage is higher than that which he was receiving immediately prior to the date on which he is transferred or engaged shall for a period of three months be paid the wage which he was receiving immediately prior to such transfer or engagement and shall thereafter receive increments in terms of the learnership scale for the operation on which he is employed.

(7) Nothing in the 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. 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 8 or who on such holiday works less than his average ordinary working hours for that day of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

(3) The ordinary hours of work 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.

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

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

In die geval van 'n werknemer wat ophou werk weens 'n onklaarraking, is hy geregtig op betaling vir die eerste uur en vir alle tyd langer as een uur wat hy in die bedryfsinrigting moet bly.

(5) Waar daar korttyd in 'n bedryfsinrigting gewerk word, moet die werk, waar moontlik, eweredig onder al die werkers in die betrokke departement verdeel word.

(6) Onderstaande rustye moet aan elke werknemer toegestaan word en word beskou as tyd gewerk:—

- (a) Op elke dag, 'n tydperk van minstens tien minute in die oggend tussen die ure 10 vm. en 11 vm., mits daar vir een uur gewerk is.
- (b) Van Maandag tot Vrydag, 'n tydperk van minstens tien minute elke namiddag tussen die ure 3.30 nm., 4.30 nm., mits daar vir een uur gewerk is.

Gedurende die rustydperke waarvoor daar in (a) en (b) van hierdie subklousule voorsiening gemaak word, moet die werk op alle masjinerie in die bedryfsinrigting gestaak word en mag daar nie van 'n werknemer vereis word om te werk nie.

(7) Waar daar van werknemers vereis word om aan die einde van werkdag "uit te klok", moet die werkgewer fasiliteite verskaf wat die werknemers in staat stel om die bedryfsinrigting te verlaat op die regte tyd waarop die werk gestaak moet word.

(8) (a) Indien daar meer as een skof in 'n bedryfsinrigting of departement gewerk word, moet die werkgewer die Raad in kennis stel van die begin- en uitskeityd vir elke skof en van alle veranderinge daarvan.

(b) Wanneer 'n skof tot in die nagtelike ure strek, moet daar vir sodanige nagtelike ure betaal word teen 'n premie van 5 persent van die uurloon wat, vir die toepassing van hierdie klousule, die weekloon moet wees, gedeel deur 42 ten opsigte van die ure gewerk tussen 6 nm. en 10 nm., en teen 'n premie van 10 persent van die uurloon, op dieselfde manier bereken, ten opsigte van die ure gewerk tussen 10 nm. en 6 vm.

(c) Tyd deur 'n werknemer gewerk op skofwerk buite die gewone skofure waarvan die Raad in kennis gestel is, is onderworpe aan die bepalinge van klousule 6 (3).

(d) Wanneer daar volgens 'n drieskofstelsel gewerk word, is die bepalinge van klousule 6 (3) van toepassing op alle ure wat daar langer as 7½ uur gewerk word.

(e) Die bepalinge van klousule 6 (4) is nie van toepassing nie in die geval van 'n werknemer wat skofwerk verrig wat op Vrydag begin word en tot op Saterdag voortduur.

(9) (a) Elke werkgewer moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, die Raad skriftelik verwittig van die begin- en uitskeityd van elke afdeling of elke departement van sy bedryfsinrigting.

(b) Elke werkgewer wat die tye soos bedoel in paragraaf (a), verander, moet die Raad skriftelik van sodanige verandering in kennis stel binne drie dae na die datum waarop sodanige verandering aangebring is.

(10) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, sluit die werke van 'n bestuurder van 'n afleweringvoertuig alle tydperke in waarin daar bestuur word en alle tyd wat aan ander werk in verband met die voertuig of die vraag bestee is en alle tydperke waarin 'n werknemer verplig is om op sy pos gereed te bly om te werk, maar dit sluit nie etenstye in nie.

6. OORTYDWERK.

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

- (a) tien uur; of
- (b) 'n getal ure (wat meer as tien mag wees) wat die Raad vasgestel het deur middel van 'n skriftelike kennisgewing aan die werkgewer waarin die werknemer, of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaardes waarop dit geldig is, gemeld word;

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

- (a) vir meer as twee uur op 'n dag oortyd te werk nie;
- (b) op meer as drie agtereenvolgende dae oortyd te werk nie;
- (c) op meer as sestig dae in 'n jaar oortyd te werk nie;
- (d) na voltooiing van haar gewone werke vir meer as een uur op 'n dag oortyd te werk nie tensy hy—
 - (i) sodanige werknemer voor die middag daarvan in kennis gestel het; of
 - (ii) sodanige werknemer voorsien het van 'n toereikende ete voordat sy met die oortydwerk moet begin; of
 - (iii) sodanige werknemer 'n voorgeskrewe toelae betyds genoeg betaal het om haar in staat te stel om 'n ete te bekom voordat sy met die oortydwerk moet begin.

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

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

- (a) Op enige dag van Maandag tot en met Vrydag, sy uurloon plus drie-en-dertig en een-derde persent;
- (b) op Saterdagmiddag, sy uurloon plus vyftig persent.

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) Where short time is being worked in any establishment it shall be evenly distributed wherever possible amongst all workers in the department concerned.

(6) The following rest periods shall be allowed to each employee and shall be 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.

(7) 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 works at the correct time at which work is to cease.

(8) (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 6 (3).

(d) When a three-shift system is worked the provisions of clause 6 (3) shall apply to all hours worked in excess of 7½ hours working time.

(e) The provisions of clause 6 (4) shall not apply in the case of an employee engaged on a shift which continues into a Saturday, having commenced on Friday.

(9) (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.

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

6. OVERTIME.

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

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

provided that no employer shall require or permit a female employee to work overtime—

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) after completion of her ordinary working hours for more than one hour on any day unless he has—
 - (i) 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) Wanneer dit vir 'n bedryfsinrigting gebruiklik is om sy gewone werkweek van 42 uur tussen Maandag en Vrydag te voltooi, moet 'n werknemer, uitgesonderd 'n nagwag, van wie vereis word om op Saterdagoggend te werk, vir elke uur of gedeelte van 'n uur aldus gewerk, een en een-derde maal sy uurloon betaal word afgesien van die getal ure wat werklik tussen Maandag en Vrydag gewerk is.

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

(a) die werknemer soos volg betaal:—

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

(ii) as hy aldus werk vir 'n tydperk van meer as vier uur, besoldiging teen minstens dubbel sy gewone besoldiging, ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging van minstens dubbel die gewone besoldiging wat ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaalbaar is, naamlik die grootste bedrag; of

(b) die werknemer besoldig teen minstens een en een derde maal sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae vanaf sodanige Sondag een dag vakansie verleen en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(6) Wanneer 'n werknemer besoldig word op 'n ander grondslag as ooreenkomstig die tyd wat hy werklik gewerk het, word sy gewone besoldiging vir die toepassing van hierdie klousule bereken asof hy per uur betaal word en word dit op enige dag bepaal deur sy totale verdienste 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 gewerk gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

(7) 'n Nagwag wat diens doen vir 'n langer tydperk as twaalf agtereenvolgende ure, moet vir sodanige langer tyd betaal word teen sy uurloon plus drie-en-dertig en een-derde persent. 'n Nagwag wat op sy vry nag diens doen, moet teen dubbel sy uurloon betaal word.

(8) 'n Werknemer wat volgens 'n loonaansporingskema werksaam is en wat oortyd werk, moet vir sodanige oortyd betaal word teen die skaal wat in hierdie klousule voorgeskryf word; met dien verstande dat die oortydbesoldiging slegs op sy gewone weekloon, uitgesonderd 'n aanvullende loon, bereken moet word.

7. KORTTYD.

(1) 'n Werkgever wat voornemens is om korttyd te werk, moet sy werknemers of individueel in kennis stel of 'n kennisgewing laat opplak in die departement of departemente waarin hulle werksaam is en wel nie later nie as die dag voor die dag waarop sodanige korttyd gewerk moet word.

(2) Wanneer daar korttyd in 'n bedryfsinrigting gewerk word, mag die werkgever, behoudens die bepalinge van paragraaf (c) van subklousule (1) van klousule 4, 'n pro rata bedrag aftrek van die gewone weekloon van die betrokke werknemer.

(3) Wanneer daar korttyd in 'n bedryfsinrigting ingevoer is, moet die werkgever, waar moontlik, die werk eweredig onder die werknemers in die betrokke departement verdeel.

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

8. VAKANSIEDAE EN JAARLIKSE VERLOF.

(1) Elke werkgever moet nie vroeër nie as die tiende dag en nie later nie as die 24ste dag van Desember elke jaar aan elke werknemer in sy diens afwesigheidsverlof van minstens twee agtereenvolgende weke en twee dae verleen en sodanige werknemer voor of op die laaste werkdag voordat sodanige verlof begin, 'n bedrag aan verloftoelae betaal wat gelyk is aan een-twaalfde van die loon wat hy in twee weke en twee dae vir elke maand diens by die werkgever sou verdien het; met dien verstande dat—

(a) die tydperk van sodanige verlof nie mag saamval nie met enige tydperk waarin die werknemer kennis van diensbeëindiging gegee is of besig is om militêre opleiding te ondergaan;

(b) indien 'n openbare vakansiedag soos in subklousule (6) van hierdie klousule bedoel, binne die tydperk van sodanige verlof val, sodanige openbare vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer ten opsigte van sodanige openbare vakansiedag gelyktydig met die verloftoelae 'n bedrag betaal word wat gelyk is aan die loon wat hy sou verdien het as hy op sodanige openbare vakansiedag sy daaglikse gemiddelde gewone ure gewerk het.

OPMERKING.—Vir die berekening van die verlof wat ingevolge hierdie klousule verskuldig is, beteken die besoldiging vir "twee dae" twee-vyftes van die weekloon.

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

(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) 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 or 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 weekday, 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.

(8) An employee engaged upon a wage incentive scheme who works overtime shall be paid for such overtime at the rate prescribed in this clause, provided that overtime shall be calculated only upon his ordinary weekly remuneration excluding supplementary wages.

7. SHORT TIME.

(1) An employer who proposes to work short time 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 (c) 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.

8. HOLIDAYS AND ANNUAL LEAVE.

(1) Every employer shall, not earlier than the 10th day and not later than the 24th day of December of each year, grant to every employee employed by him leave of absence of not less than two consecutive weeks and two days and pay to such employee not later than the last working day before the commencement of such leave, as a leave allowance, an amount equal to one-twelfth of the wages he would earn in two weeks and two days for each month of employment with the employer: Provided that—

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

(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.

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

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

(3) Diens vir 'n half maand of meer word geag diens vir 'n volle maand te wees vir die berekening van die verloftoelae wat ingevolge subklousules (1) en (2) betaalbaar is en "halfmaand" beteken enige tydperk van vyftien agtereenvolgende kalenderdae (ongeaag daarvan of dit werkdag is of nie); met dien verstande dat, as 'n werknemer te eniger tyd gedurende die maand waarin die fabriek vir verloftoelae gesluit is, kennis gegee word, hy die volle vakansiebesoldiging, bereken ooreenkomstig die bepaling van subklousule (1), vir daardie maand moet ontvang en voorts met dien verstande dat, as 'n werknemer kennis gee en sodanige kennisgewing eindig op die sluitingsdag van die fabriek gedurende genoemde maand, hy daarop geregtig is om een-twaalfde van die vakansiebetaling vir die maand te ontvang.

(4) Die bedrag wat aan verloftoelae betaalbaar is ingevolge subklousule (1), (2), (3), word bereken op die loon 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 besoldig word op 'n ander grondslag as "tyd werklik deur hom gewerk", word sy besoldiging vir die berekening van die verloftoelae wat ingevolge subklousule (1), (2) en (3) betaalbaar is, bereken asof hy per uur betaal is en word dit op enige datum vasgestel deur sy totale besoldiging gedurende die tydperk van agt weke onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke werkgewer, naamlik die tydperk wat die kortste is, te deel deur die getal ure gedurende daardie tydperk gewerk ten opsigte waarvan die besoldiging betaal is; met dien verstande dat indien voornoemde besoldiging bereken moet word vir die doel om die verloftoelae te betaal wat verskuldig is ten opsigte van die jaarlikse verloftydperk bedoel in subklousule (1) hiervan, voornoemde tydperk van agt weke of die totale tydperk van sy diens, naamlik die kortste tydperk, geag mag word te verstryk het op 'n datum nie meer nie as vier (4) weke voor die datum met ingang waarvan die werknemer se verlof verleen is.

(5) Enige tydperk waarin 'n werknemer—

- (a) met verlof is ooreenkomstig die bepaling van subklousule (1); of
- (b) militêre opleiding ondergaan; of
- (c) van sy werk afwesig is op las of op versoek van sy werkgewer; of
- (d) van sy werk afwesig is weens siekte of 'n bevalling;

word vir die toepassing van subklousule (1) en (2) geag diens te wees; met dien verstande dat die bepaling van paragraaf (d) nie van toepassing is nie ten opsigte van 'n tydperk van afwesigheid weens siekte wat langer as drie agtereenvolgende dae duur, as die werknemer versuim om nadat die werkgewer hom daartoe versoek het, 'n sertifikaat van 'n geneeskundige praktisyn aan die werkgewer voor te lê waarin daar verklaar word dat hy weens siekte verhinder was om te werk, of ten opsigte van daardie deel van 'n totale tydperk van afwesigheid gedurende enige twaalf maande diens wat meer as dertig dae beloop; en voorts met dien verstande dat die tydperk van militêre opleiding wat as diens geag word, nie meer as vier maande in 'n bepaalde jaar diens mag beloop nie.

(6) (a) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met volle besoldiging; met dien verstande dat, wanneer 'n werknemer op enigeen van hierdie dae werk, sy werkgewer 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 op sodanige dag gewerk.

(b) Ingeval 'n werkgewer die dienste van 'n werknemer beëindig gedurende die week waarin Goeie Vrydag val of ingeval 'n werknemer se dienste gedurende daardie week beëindig weens swak gesondheid wat, in die geval van 'n vroulike werknemer, swangerskap 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) Indien enigeen van die openbare vakansiedae wat in paragraaf (a) van hierdie subklousule bedoel word, op 'n Saterdag val, moet die loon vir sodanige vakansiedag bereken word teen een-vyfde van die gewone weekloon.

(d) Ingeval 'n werkgewer die dienste van 'n werknemer gedurende die maand Desember beëindig of ingeval 'n werknemer sy dienste gedurende daardie maand beëindig weens swak gesondheid, wat in die geval van 'n vroulike werknemer swangerskap insluit, moet hy, benewens enige ander besoldiging wat aan hom verskuldig is, een dag se loon betaal word ten opsigte van elkeen van die openbare vakansiedae (Geloftedag, Kersdag en Nuwejaarsdag), ten opsigte waarvan geen bedrag alreeds aan hom betaal is nie, en die loon wat vir sodanige vakansiedag betaalbaar is, moet bereken word teen een-vyfde van die gewone weekloon.

(e) 'n Werkgewer moet voordat die tydperk van vakansie soos in subklousule (1) bedoel, toegestaan word—

- (i) sy werknemers minstens 30 dae vooraf kennis gee van die laaste datum waarop die verlof verleen sal word en die vroegste datum waarop hulle weer met hul werk sal moet begin;
- (ii) sy werknemers kennis gee van die werklike datum waarop hulle weer met hul werk moet begin.

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

(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 holiday pay 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 holiday pay for the month.

(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 shall not exceed four months in any one year of employment.

(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 in the case of a female employee, shall 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 in the case of a female employee, shall 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 shall, prior to granting the holiday period referred to in sub-clause (1)—

- (i) give his employees at least 30 days' notice of the latest date on which the leave will be granted and the earliest date upon which they will be required to recommence work;
- (ii) give his employees notice of the actual date upon which they will be required to recommence work.

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

9. WERKPLEK EN BUITEWERK.

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

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

(3) Geen werkgewer mag vereis of toelaat dat buitewerk verrig word nie behalwe kragtens 'n lisensie wat deur die Uitvoerende Komitee uitgereik is.

10. FONDSE VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer op elke betaaldag die volgende aftrek:—

- (a) 1c van die verdienste van elkeen van sy werknemers vir wie minimum lone van minder as R7.80 per week voorgeskryf word;
- (b) 2c van die verdienste van elkeen van sy werknemers vir wie minimum lone van R7.80 of meer maar minder as R15.60 per week voorgeskryf word;
- (c) 3c van die verdienste van elkeen van sy werknemers vir wie minimum lone van R15.60 per week of meer voorgeskryf word.

By die totaal van die bedrae aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag voor of op die sewende dag van die daaropvolgende maand aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, of aan dié ander beaampte wat die Raad of die Uitvoerende Komitee mag bepaal, stuur.

11. DIENSBEÏNDIGING.

(1) 'n Werkgewer of sy werknemer wat die dienskontrak wil beëindig, moet minstens een week vooraf skriftelik kennis gee van sy voorneme om die kontrak te beëindig; met dien verstande dat of die werkgewer of die werknemer in die geval van 'n nuwe werknemer die dienskontrak aan die einde van die vyfde werkdag van sodanige werknemer sonder kennisgewing mag beëindig.

(2) Vir die toepassing van hierdie klousule beteken "nuwe werknemer" 'n werknemer wat nie gedurende die tydperk van twaalf maande onmiddellik voor die datum waarop hy in diens geneem is, vir die werkgewer deur wie hy in diens geneem is, gewerk het nie.

(3) Vir die toepassing van hierdie klousule beteken "kennisgewing van 'n week" 'n volle week se werk of die gewone weeklikse besoldiging van 'n werknemer vir 'n volle week.

(4) Die kennisgewing voorgeskryf in subklousule (1), moet geskied op of voor en word van krag met ingang van die dag waarop die gewone werkweek van die bedryfsinrigting eindig.

(5) 'n Werkgewer kan die dienskontrak sonder kennisgewing beëindig mits hy die werknemer 'n bedrag betaal wat gelyk is aan die gewone weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang het, en die bepalings van hierdie subklousule is *mutatis mutandis* van toepassing op 'n werknemer wat die dienskontrak sonder kennisgewing wil beëindig.

(6) 'n Werknemer wie se dienste nie na die verstryking van die verloftydperk voorgeskryf in subklousule (1) van klousule 8 van hierdie Ooreenkoms, nodig sal wees nie, moet minstens een week voor sodanige verloftydperk begin, daarvan in kennis gestel word, en by gebrek daaraan is hy geregtig op betaling in plaas van kennisgewing, van 'n bedrag gelyk aan die gewone weekloon wat hy op die aanvangsdatum van sodanige tydperk ontvang het.

(7) 'n Werknemer wat in 'n bepaalde week korttyd gewerk het vir 'n tydperk van langer as twee volle agtereenvolgende dae, mag sy dienskontrak beëindig deur een dag vooraf kennis te gee.

(8) Die bepalings van subklousule (1) tot (7) van hierdie klousule raak nie die volgende nie:—

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

(9) Waar 'n werkgewer korttyd gewerk het vir altesaam minder as 42 uur gedurende 'n tydperk van vier agtereenvolgende weke, word sy dienskontrak na verstryking van daardie tydperk geag outomaties beëindig te wees en is die werkgewer geregtig op 'n betaling van 'n bedrag gelyk aan sy gewone weekloon benewens enige betaling ingevolge hierdie Ooreenkoms vir die werk wat hy verrig het. Enige tydperk waarin 'n bedryfsinrigting gesluit is en wat onmiddellik volg op die jaarlikse verloftydperk waarvoor daar in subklousule (1) van klousule 8 voorsiening gemaak is of wat dit onmiddellik voorafgaan, word geag korttyd te wees.

(10) Wanneer 'n ander openbare vakansiedag as een van die vakansiedae genoem in subklousule (6) van klousule 8 van hierdie Ooreenkoms, op 'n werkdag val wat binne 'n kennisgewingstermyn ooreenkomstig die bepalings van hierdie klousule is en die departement van die bedryfsinrigting waarin die betrokke werknemer werksaam is op sodanige dag gesluit is, is die werkgewer nogtans daarop geregtig om ten opsigte van sodanige openbare vakansiedag 'n bedrag te ontvang wat gelyk is aan een-vyfde van sy gewone weekloon.

(11) Die kennisgewingstermyn wat in subklousule (1) van hierdie klousule voorgeskryf word, mag nie saamval nie met, en 'n werkgewer mag ook nie sodanige kennis gee nie gedurende die werknemer se afwesigheid met jaarlikse verlof ooreenkomstig die bepalings van klousule 8 van hierdie Ooreenkoms of gedurende enige tydperk van militêre opleiding.

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

(3) No employer shall require or permit outwork to be performed except under a licence issued by the Executive Committee.

10. COUNCIL FUNDS.

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 minimum rates of less than R7.80 per week are prescribed;
- (b) 2c from the earnings of each of his employees for whom minimum rates of R7.80 or over but less than R15.60 per week are prescribed;
- (c) 3c from the earnings of each of his employees for whom minimum rates of R15.60 per week or over are prescribed.

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.

11. 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 provided that in the case of a new employee the contract of employment may be terminated without notice at the end of the fifth working day of such an employee by either the employer or employee.

(2) For the purpose of this clause a "new employee" means an employee who has not worked for the employer by whom he is engaged during the period of 12 months immediately prior to the date on which he is engaged.

(3) For the purpose 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.

(4) 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.

(5) 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.

(6) An employee whose services will not be required at the expiration of the leave period prescribed in sub-clause (1) of clause 8 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.

(7) 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.

(8) The provisions of sub-clauses (1) to (7) 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.

(9) 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 8 shall be regarded as short-time.

(10) Whenever a public holiday other than one of the holidays mentioned in sub-clause (6) of clause 8 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.

(11) 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 8 of this Agreement or during any period of military training.

(12) Wanneer 'n werknemer weens siekte of bevalling van die werk afwesig is vir 'n tydperk vir meer as 30 agtereenvolgende dae, is die werkgewer daarop geregtig om die dienskontrak summier en sonder betaling te beëindig deur die werknemer en die Sekretaris van die Raad dienooreenkomstig skriftelik in kennis te stel.

(13) Vir die toepassing van subklousule (5), (6) en (9) van hierdie klousule, omvat "gewone weekloon" nie ook enige aanvullende loon nie.

12. VERSEKERING VAN LONE INGEVAL VAN BRAND.

Elke werkgewer moet 'n versekeringspolis by 'n geregistreerde versekeringsmaatskappy in stand hou wat voorsiening maak vir die betaling van een week se loon aan alle werknemers van die werkgewer wat weens brand sonder werk is; met dien verstande dat, indien die werk vir 'n tydperk vir minder as een week stopgesit word, 'n *pro rata*-bedrag betaal moet word. Indien dit nie vir die werkgewer moontlik is om so 'n versekeringspolis te verkry nie, moet hy, as 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 jongste datum, 'n bedrag gelyk aan alle werknemers in die bedryfsinrigting se lone vir een week, by die Raad deponeer, en die Raad moet sodanige bedrag in 'n spesiale trustbeleggingsfonds bewaar totdat dit nodig is vir sodanige uitbetaling aan die werknemers; met dien verstande dat sodanige bedrag, indien dit nie alduis aan die werknemers betaal word nie, die eiendom van die werkgewer bly.

Die rente op al sodanige gelde wat belê word, kom die algemene fondse van die Raad toe.

13. DIENSSERTIFIKATE.

(1) Elke werkgewer moet aan elke werknemer wat sy diens verlaat nadat hierdie Ooreenkoms van krag geword het, 'n sertifikaat uitreik in die vorm van Aanhangsel A van hierdie Ooreenkoms.

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

(3) By die beëindiging van die diens van 'n werknemer, moet die werkgewer onmiddellik die res van die besonderhede op die werknemer se dienskaart d.w.s. die datum van sy vertrek, sy loon op die datum van vertrek en die lengte van sy diens, invul. Die ingevulde kaart moet daarna onderteken en by diensbeëindiging aan die werknemer oorhandig word.

(4) Elke werkgewer moet aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, 'n sertifikaat in die vorm van Aanhangsel B van hierdie Ooreenkoms verstrek ten opsigte van elke werknemer wat sy diens verlaat. Sodanige sertifikate moet agtereenvolgens genummer word en een kopie van elkeen moet deur die werkgewer bewaar word.

14. VERTEENWOORDIGERS VAN DIE VAKVERENIGINGS IN DIE RAAD.

Elke werkgewer moet aan elkeen van sy werknemers wat die vakverenigings in die Raad of in enigeen van sy komitees verteenwoordig, alle fasiliteite verleen om hul pligte in verband met die werk van die Raad en sodanige komitees uit te voer.

15. ADMINISTRASIE VAN OOREENKOMS.

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

16. VRYSTELLINGS.

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

(2) Die Raad of Uitvoerende Komitee moet ten opsigte van enigeen aan wie vrystelling verleen is, die voorwaarde stel waarop sodanige vrystelling verleen word en die tydperk bepaal waarin sodanige vrystelling van krag is; met dien verstande dat die Raad of die Uitvoerende Komitee, as hy dit dienstig ag, na skriftelike kennisgewing van een week aan die betrokke persoon, 'n vrystellingsertifikaat mag intrek.

Ingeval die Raad of die Uitvoerende Komitee 'n hoër skaal spesifiseer as die skaal wat die distrikskomitee bepaal het, is sodanige hoër skaal 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 bereken word slegs vir daardie tydperk wat langer is as ses weke vanaf die datum waarop die werksaamheid begin het.

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

- Die volle naam van die betrokke persoon;
- die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- die voorwaardes waarop sodanige vrystelling verleen word;
- die tydperk waarin sodanige vrystelling van krag is.

(12) 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.

(13) For the purposes of sub-clauses (5), (6) and (9) of this clause "ordinary weekly remuneration" does not include any supplementary wage.

12. 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 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.

13. 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 this Agreement.

(2) Every employee who has been issued with a certificate in terms of sub-clause (1) hereof shall, on 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 signed 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 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.

14. 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.

15. 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.

16. 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 reasons.

(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.

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

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

- the full name of the person concerned;
- the provisions of the Agreement from which exemption is granted;
- the conditions subject to which such exemption is granted; and
- the period during which the exemption shall operate.

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

- (a) alle sertifikate wat uitgereik word, agtereenvolgens nommer;
- (b) 'n kopie bewaar van elke sertifikaat wat uitgereik word; en
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

(5) Geen vrystellings van die bepalings van paragraaf (d) van subklousule (1) van klousule 5 van hierdie Ooreenkoms mag kragtens hierdie klousule aan of ten opsigte van 'n vroulike werknemer wat handarbeid verrig; verleen word nie behalwe met die doel om werk te verrig—

- (a) wat weens 'n noodgeval noodsaaklik is; of
- (b) wat nodig is om die verlies van grondstowwe wat in die loop van bewerking is en wat gou kan bederf, te voorkom.

17. PERSONE ONDER DIE LEEFTYD VAN VYFTIEN JAAR.

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

18. AGENTE.

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

19. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

(1) By die indiensneming van werknemers moet daar voorkeur aan lede van die vakverenigings gegee word, en werkgewers moet aan ampsdraers van die vakverenigings alle redelike fasiliteite gee om werknemers te organiseer.

(2) Die lede van die vakverenigings in elke bedryfsinrigting het die reg om een of meer vakverenigingopsieners en/of 'n vakverenigingskomitee uit hul geledere aan te stel ooreenkomstig die bepalings, in die konstitusie van die betrokke vakvereniging, betreffende die aanstelling van vakverenigingopsieners en vakverenigingskomitees, en die betrokke werkgewer moet volle erkenning aan sodanige vakverenigingopsieners of vakverenigingskomitees verleen en redelike fasiliteite verskaf vir vergaderings daarvan en oorlegplegings daarmee in verband met sake waarvoor daar geskille bestaan en oor die werkvoorwaardes van die werknemers oor die algemeen.

(3) Wanneer 'n werknemer 'n werkgewer skriftelik daartoe versoek, moet die werkgewer van die loon van daardie werknemer die bedrag van die werknemer se ledesgeld vir die vakvereniging aftrek en dit oorhandig aan die ampsdraer wat die vakvereniging aangestel het om dit te ontvang.

20. VERBOD OP INDIENSNEMING.

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

21. GETALSVERHOUDING VAN WERKNEMERS.

Die bepalings betreffende getalsverhouding, soos in Aanhangel C bedoel, moet deur alle werkgewers en werknemers in die Nywerheid nagekom word; met dien verstande dat 'n werkgewer nie by die bepaling van die getalsverhouding van werknemers in aanmerking geneem mag word nie.

22. LOONAANSPORINGSTELSEL.

(1) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om volgens 'n loonaansporingskema of 'n stukwerkstelsel te werk, dit met 'n ander te deel of deel daaraan te neem nie tensy sodanige werkgewer by wyse van 'n vrystellingsertifikaat behoorlik daartoe gemagtig is. Die Raad of die Uitvoerende Komitee van die Raad mag sodanige vrystellingsertifikaat uitreik 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 werkgewer geleë is, en die distrikskomitee moet dan 'n aanbeveling in verband met sodanige aansoek by die Uitvoerende Komitee doen. Elke aansoek moet, benewens ander besonderhede wat die werkgewer wil voorleë, die naam van die firma, die getal werknemers, die departement en die betrokke werksaamhede en 'n kort beskrywing van die voorgestelde skema bevat.

23. DIFFERENSIËLE WERK.

'n Gekwalifiseerde werknemer wat in 'n bepaalde week gebruik word vir twee of meer werksaamhede wat in Aanhangel C gespesifiseer word, moet die loon betaal word wat hy sou verdien het as hy vir die hele tyd uitsluitlik gedurende daardie week die werksaamhede verrig het waarvoor die hoër of die hoogste loon betaal word.

24. GEREEDSKAP.

Die werkgewer moet alle gereedskap gratis verskaf.

(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 5 of this Agreement shall be granted under this clause to or in respect of any female employee engaged in manual work, except for the purpose of performing work—

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

17. PERSONS UNDER THE AGE OF FIFTEEN YEARS.

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

18. AGENTS.

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

19. EMPLOYMENT OF MEMBERS OF TRADE UNION.

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

(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 committee and provide reasonable facilities for meetings thereof, and consultations therewith, on matters relating to disagreement and to the working conditions of the employees generally.

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

20. PROHIBITED 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 condition, 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.

21. PROPORTION OR RATIO OF EMPLOYEES.

The ratio provisions referred to in Annexure C shall be observed by all employers and employees in the Industry; provided that an employer shall not be taken into consideration for the purpose of determining the ratio of employees.

22. WAGE INCENTIVE SYSTEM.

(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.

23. DIFFERENTIAL WORKING.

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

24. TOOLS.

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

25. LEWENSKOSTETOELAE.

(1) Die lone wat in Aanhangsel A voorgeskryf word word gegag die lewenskostetoelae wat ingevolge Oorlogsmaatregel No. 43 van 1942, soos gewysig, betaalbaar is, in te sluit.

(2) Ingeval die lewenskostetoelae wat ingevolge genoemde Oorlogsmaatregel betaalbaar is, verhoog word, moet die voorgeskrewe lone diensooreenkomstig verhoog word, met dien verstande dat 'n bedrag van tot 20 persent van die basiese loon wat ingevolge die Ooreenkoms gepubliseer by Goewermenskennisgewing No. 2933 van 16 November 1951, soos herafgekondig en gewysig deur Goewermenskennisgewing No. 206 van 8 Februarie 1957, en 62½ persent van die basiese loon voorgeskryf in die Ooreenkoms gepubliseer by Goewermenskennisgewing No. 239 van 10 Februarie 1961, vir die toepassing van gemelde Oorlogsmaatregel gegag moet word lewenskostetoelae te wees.

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

M. PORTER,
Lid van die Raad.

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

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

25. COST OF LIVING ALLOWANCE.

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

(2) In the event of the cost of living allowance payable in terms of the said War Measure being increased, the wages prescribed shall be increased accordingly, provided that an amount of up to 20 per cent of the basic wage prescribed in terms of the Agreement published under Government Notice No. 2933, dated 16th November, 1951, as re-enacted and amended by Government Notice No. 206, dated 8th February, 1957, and 62½ per cent of the basic wage prescribed in the Agreement published under Government Notice No. 239, dated 10th February, 1961, shall be deemed to be cost of living allowance for the purpose of the said War Measure.

This Agreement signed on behalf of the parties on this 12th day of December, 1963.

M. PORTER,
Member of the Council.

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

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

AANHANGSEL A.

NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

DIENSSERTIFIKAAT.

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

Voorname _____
Nuwe adres _____
Nuwe adres _____
Nuwe adres _____
Nuwe adres _____

ONDERVINDING.

Naam van werkgewer.	Datum van indiensneming.	Loon.	Datum van vertrek.	Loon.	Beroep.	Lengte van diens.			Of hy uit eie beweging diens verlaat het (Ja of Nee).	Handtekening van werkgewer.
						Jr.	Mde.	Dae.		

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

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.

Name of Employer.	Date of Engagement.	Wage.	Date of Leaving.	Wage.	Occupation.	Length of Employment.			Whether left of own accord. (Yes or No).	Employer's Signature.
						Yrs.	Mths.	Days.		

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.

NATIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

DIENSERTIFIKAAT.

No. van sertifikaat _____

Afdeling van die nywerheid _____
Naam en adres van werkgewer _____

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

1. Familienaam (of Naturellenaam) _____
Fondsnummer _____
 2. Voornaam _____
Belastingnommer (N) _____
 3. Adres _____
 4. Geboortedatum _____ Geslag _____ Ras _____
 5. Werkzaamhede _____
 6. Loon betaal op datum van vertrek _____
Loongroep (a) S.F. _____ (b) P.F. _____
 7. Datum van toetreding tot diens _____
 8. Datum van vertrek uit diens _____
 9. Of hy uit eie beweging vertrek het (Ja/Nee) _____
 10. Datum van laaste verhoging ingevolge Ooreenkoms _____
 11. Die nommer van die dienssertifikaat uitgereik deur die vorige werkgewer (voeg naam in) _____ was _____
 12. Siektedonds:—
(a) Getal bydraes tot op datum _____
(b) Voordele tot op datum opgeloopt _____ uur.
- Uitgereik te _____ dag van _____ 19 _____
op hede die _____ dag van _____ 19 _____

Handtekening van werkgewer/
sekretaris.

AANHANGSEL C.

1. LONE.

	Per week.
	R
(a) Voorman.....	24.00
(b) Voorraadman.....	14.00
(c) Versendingsklerk.....	14.00
(d) Bestuurder van aflewingsvoertuig.....	13.00
(e) Nagwag.....	11.00
(f) Algemene arbeider.....	7.80
(g) Gekwalifiseerde werknemers—	
(1) Snyder klas 1, wat leer sny.....	23.50
(2) Snyder klas 1, wat ander materiaal as leer sny.....	22.00
(3) Snyder klas 2, wat leer sny.....	17.60
(4) Snyder klas 2, wat ander materiaal as leer sny.....	14.00
(5) Masjienwerker wat die masjienwerk aan buitekante van leerhandsakke uitgesonderd klein dele, versiersels en handvatsels, verrig.....	14.00
(6) Masjienwerker wat masjienwerk verrig aan die buitekante van handsakke wat gemaak is van ander materiaal as leer, uitgesonderd klein dele, versiersels en handvatsels.....	13.00
(7) Masjienwerker wat ander masjienwerk met leer verrig as dié genoem in (5).....	12.00
(8) Masjienwerker wat ander masjienwerk met ander materiaal as leer verrig as dié genoem in paragraaf (6).....	11.00
(9) Splitser wat leer splits.....	13.60
(10) Splitsters wat ander materiaal as leer splits.....	13.00
(11) Handsakraammakers wat rame vir leerhandsakke maak.....	17.60
(12) Handsakraammakers wat rame maak vir handsakke wat van ander materiaal as leer gemaak is.....	14.00
(13) Werknemers graad 1, wat leerhandsakke vervaardig.....	11.70
(14) Werknemers graad 1, wat handsakke vervaardig van ander materiaal as leer.....	10.00
(15) Werknemers graad 2, wat leerhandsakke vervaardig.....	11.70
(16) Werknemers graad 2, wat handsakke vervaardig van ander materiaal as leer.....	8.00
(h) Ongekwalfiseerde werknemers wat werksaam is in die kategorieë waarvoor lone in paragraaf (g) hierbo voorgeskryf word:—	
Gedurende die eerste 12 maande ondervinding.....	6.00
Gedurende die daaropvolgende ses maande ondervinding.....	7.00
Gedurende die daaropvolgende ses maande ondervinding.....	8.00
Gedurende die daaropvolgende ses maande ondervinding.....	10.00
Gedurende die daaropvolgende ses maande ondervinding.....	12.00
Gedurende die daaropvolgende ses maande ondervinding.....	14.00
Gedurende die daaropvolgende ses maande ondervinding.....	16.00

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 _____ hours.

Issued at _____ day of _____, 19 _____
this _____ day of _____, 19 _____

Signature of Employer/Secretary.

ANNEXURE C.

1. WAGES.

	Per Week.
	R
(a) Foreman.....	24.00
(b) Storeman.....	14.00
(c) Despatch Clerk.....	14.00
(d) Driver of Delivery Vehicle.....	13.00
(e) Night Watchman.....	11.00
(f) General Labourer.....	7.80
(g) Qualified employees—	
(1) Cutter, class 1, engaged in cutting from leather	23.50
(2) Cutter, class 1, engaged in cutting from materials other than leather.....	22.00
(3) Cutter, class 2, engaged in cutting from leather	17.60
(4) Cutter, class 2, engaged in cutting from materials other than leather.....	14.00
(5) Machinist engaged in the machining of leather handbag outers other than small parts, trimmings and handles.....	14.00
(6) Machinist engaged in the machining of handbag outers made from materials other than leather, other than small parts, trimmings and handles	13.00
(7) Machinist engaged in machining operations from leather other than those referred to in paragraph (5).....	12.00
(8) Machinist engaged in machining operations from materials other than leather, other than those referred to in paragraph (6).....	11.00
(9) Skivers engaged in the skiving of leather.....	13.60
(10) Skivers engaged in the skiving of materials other than leather.....	13.00
(11) Handbag framers engaged in the framing of leather handbags.....	17.60
(12) Handbag framers engaged in the framing of handbags made from materials other than leather	14.00
(13) Grade 1 employees engaged in the manufacture of leather handbags.....	11.70
(14) Grade 1 employees engaged in the manufacture of handbags made from materials other than leather.....	10.00
(15) Grade 2 employees engaged in the manufacture of leather handbags.....	11.70
(16) Grade 2 employees engaged in the manufacture of handbags made from materials other than leather.....	8.00
(h) Unqualified employees employed in the categories for which wages are prescribed in paragraph (g) above:—	
During the first 12 months of experience.....	6.00
During the next six months of experience.....	7.00
During the next six months of experience.....	8.00
During the next six months of experience.....	10.00
During the next six months of experience.....	12.00
During the next six months of experience.....	14.00
During the next six months of experience.....	16.00

2. GETALSVIRHOUDING VAN WERKNEMERS.

(1) Daar moet minstens een voorman in elke bedryfsinrigting in diens wees.

(2) Die getal ongekwalifiseerde werknemers wat in elke bedryfsinrigting werksaam is, mag nie meer wees nie as drie sodanige werknemers vir elke twee gekwalifiseerde werknemers wat in sodanige inrigting werksaam is.

(3) Ondanks die bepalings van subklousule (1), moet die volgende departementele getalsverhoudings in ag geneem word:—

(a) *Snydepartement*:—

Hoogstens drie ongekwalifiseerde snyers mag vir elke twee gekwalifiseerde snyers in elke bedryfsinrigting in diens geneem word.

(b) *Masjienwerkdepartement*:—

Hoogstens drie ongekwalifiseerde masjienwerkers mag vir elke twee gekwalifiseerde masjienwerkers in elke bedryfsinrigting in diens geneem word.

(c) *Handsakraamdepartement*:—

Hoogstens drie ongekwalifiseerde handsakraammakers mag vir elke twee gekwalifiseerde handsakraammakers in elke bedryfsinrigting in diens geneem word.

No. R. 1014.]

[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 Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Handsakafdeling van die Leernywerheid, gepubliseer by Goewermentskennisgewing No. R. 1013 van 3 Julie 1964, oor die algemeen vir persone wie se werke en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 1015.]

[3 Julie 1964.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY 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, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Handsakafdeling van die Leernywerheid wat by Goewermentskennisgewing No. R. 1013 van 3 Julie 1964, gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

2. PROPORTION OR RATIO OF EMPLOYEES.

(1) Not less than one foreman shall be employed in each establishment.

(2) The number of unqualified employees employed in each establishment shall not exceed three such employees to every two qualified employees employed in such establishment.

(3) Notwithstanding the provisions of sub-clause (1), the following departmental ratios shall be observed:—

(a) *Cutting Department*:—

Not more than three unqualified cutters shall be employed to every two qualified cutters employed in each establishment.

(b) *Machining Department*:—

Not more than three unqualified machinists shall be employed to every two qualified machinists employed in each establishment.

(c) *Handbag Framing Department*:—

Not more than three unqualified handbag framers shall be employed to every two qualified handbag framers employed in each establishment.

No. R. 1014.]

[3 July 1964.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Handbag Section of the Leather Industry, published under Government Notice No. R. 1013 of the 3rd July, 1964, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

A. E. TROLLIP,
Minister of Labour.

No. R. 1015.]

[3 July 1964.

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942.

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Handbag Section of the Leather Industry, published under Government Notice No. R. 1013 of the 3rd July, 1964.

A. E. TROLLIP,
Minister of Labour.

INHOUD.

No.	Departement van Arbeid.	BLADSY
	GOEWERMENSKENNISGEWINGS.	
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