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VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1076 22 June 1973

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—FOOTWEAR SECTION

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Footwear Section of the Leather Industry shall be binding, with effect from 1 July 1973 and for the period ending 30 June 1975, upon the employers' organisations and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 2 (1), 3, 15, 19 and 20 (1) and (2) of Part I, shall be binding with effect from 1 July 1973 and for the period ending 30 June 1975, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Republic of South Africa; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa and with effect from 1 July 1973 and for the period ending 30 June 1975, the provisions of the Agreement, excluding those contained in clauses 2 (1), 3, 4 (3) (e), 15, 19 and 20 of Part I, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1076 22 Junie 1973

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—SKOEISELSEKSIE

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Skoeiselseksie van die Leernywerheid betrekking het, met ingang van 1 Julie 1973 en vir die tydperk wat op 30 Junie 1975 eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 2 (1), 3, 15, 19 en 20 (1) en (2) van Deel I, met ingang van 1 Julie 1973 en vir die tydperk wat op 30 Junie 1975 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem 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 artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 2 (1), 3, 4 (3) (e), 15, 19 en 20 van Deel I, met ingang van 1 Julie 1973 en vir die tydperk wat op 30 Junie 1975 eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

AGREEMENT

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

(a) Midland and Border Leather Industry Manufacturers' Association;
(b) Cape Western and North Western Leather Industries Employers' Association;
(c) The Transvaal Footwear, Tanning and Leather Trades Association;
(d) Natal Footwear, Tanning and General Leather Manufacturers' Association;
(e) The Southern Cape Leather Industries Association

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

(f) National Union of Leather Workers; and
(g) The Transvaal Leather and Allied Trades Industrial Union

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

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

PART I

GENERAL PROVISIONS APPLICABLE TO THE FOOTWEAR SECTION OF THE LEATHER INDUSTRY

1. DEFINITIONS

All expressions used in the Agreement which are defined in the Industrial Conciliation Act, 1956, 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;
"adult" means any employee of the age of 21 years or over;
"basic wage"—see "wage";
"boiler attendant" means an employee who is actively employed on maintaining steam pressure and water content in any boiler; such employee may also be employed on the making and/or maintaining of fires;
"conditional bonus scheme" means any scheme whereby an employee is entitled to bonuses dependent on set conditions;
"Council" means the National Industrial Council of the Leather Industry of South Africa, registered or deemed to be registered under the Act;
"despatch clerk" means an employee who is responsible for receiving goods into or from a store or warehouse, or from departments, for despatch or delivery and who is responsible for the packing and/or assembling of such goods, the checking of packages and the mass measuring, marking or addressing thereof;
"District Committee" means a committee established in accordance with the Constitution of the Council for the administration of this Agreement in a particular area;
"driver of a motor vehicle" means an employee engaged in driving a motor vehicle for the purpose of transporting personnel or goods and who on delivery of goods may accept payment therefor;
"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"—

(a) means the total period or periods of employment whether prior or subsequent to the date on which this Agreement came into operation which an employee has had in the department in which he was employed, irrespective of the operations in that department on which he had been employed; employment in any class in any department in the leather footwear division of the Footwear Section shall count as employment in any corresponding class in any other department of the leather footwear division: Provided that where an employee is transferred from one department to a different class in another department of the leather footwear division, the District Committee shall specify the wage in accordance with the period or periods of employment the employee concerned has had in the leather footwear division of the Industry;
(b) includes the annual leave period provided for in clause 9 of this Part, plus up to four months of any period of military training which an employee may undergo during any one year

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan deur

(a) Midland and Border Leather Industry Manufacturers' Association;
(b) Cape Western and North Western Leather Industries Employers' Association;
(c) The Transvaal Footwear, Tanning and Leather Trades Association;
(d) Natal Footwear Tanning and General Leather Manufacturers' Association;
(e) The Southern Cape Leather Industries Association

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

(f) National Union of Leather Workers; en
(g) The Transvaal Leather and Allied Trades Industrial Union

(hierna die "werknemers" of "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika.

DEEL I

ALGEMENE BEPALINGS VAN TOEPASSING OP DIE SKOEISELAFDELING VAN DIE LEERNYWERHEID

1. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;
"volwassene" 'n werknemer wat 21 jaar oud of ouer is;
"basiese loon"—kyk "loon";
"ketelbediener" 'n werknemer wat aktief werksaam is in verband met die instandhouding van die stoomdruk en waterinhoud van 'n stoomketel en wat ook vure kan maak en/of in stand hou;
"voorwaardelike bonusskema" enige skema waarby 'n werknemer geregtig is op bonusse wat van vooropgestelde voorwaardes afhanklik is;
"Raad" die Nasionale Nywerheidsraad vir die Leernywerheid van Suid Afrika, wat ingevolge die Wet geregistreer is of geag word geregistreer te wees;
"versendingsklerk" 'n werknemer wat verantwoordelik is vir die ontvangs van goedere in of uit 'n pakhuis of magasyn of van afdelings vir versending of aflewering, en wat verantwoordelik is vir die verpakking en/of bymekaarmaak van sodanige goedere en die nagaan, massameet, merk of adresseer van pakke;
"distrikskomitee" 'n komitee wat ooreenkomstig die konstitusie van die Raad gestig is vir die administrasie van hierdie Ooreenkoms in 'n bepaalde gebied;
"motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf om personeel en goedere te vervoer en wat by die aflewering van goedere betaling daarvoor mag ontvang;
"bedryfsinrigting" enige plek waarin werksaamhede in verband met die Nywerheid verrig word;
"Uitvoerende Komitee" die Uitvoerende Komitee van die Raad wat ooreenkomstig sy konstitusie aangestel is;
"ondervinding"—

(a) die totale tydperk of tydperke diens, hetsy voor of na die datum van inwerkingtreding van hierdie Ooreenkoms, wat 'n werknemer gehad het in die afdeling waarin hy werksaam was, afgesien van die werksaamhede wat hy in daardie afdeling verrig het; diens in enige klas werk in enige afdeling in die leerskoeiselafdeling van die Skoeiselseksie tel as diens in enige ooreenstemmende klas werk in enige ander afdeling van die leerskoeiselafdeling: Met dien verstande dat waar 'n werknemer van een afdeling na 'n ander klas werk in 'n ander afdeling van die leerskoeiselafdeling oorgeplaas word, die distrikskomitee die loon moet vasstel in ooreenstemming met die dienstydperk of -tydperke van die betrokke werknemer in die leerskoeiselafdeling van die Nywerheid;

(b) ook die jaarlikse verloftydperk waarvoor klousule 9 van hierdie Deel voorsiening maak, plus tot vier maande militêre opleiding wat 'n werknemer gedurende 'n enkele jaar diens

of employment, but excludes any other period or periods in excess of three consecutive weeks during which an employee has been absent from work through no fault of the employer;

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

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

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

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

"half-day" means the usual morning period of work of the establishment concerned;
"hourly wage" means the weekly wage divided by 42, except in the case of a watchman, when it shall mean the weekly wage divided by 72, and except in the case of an employee other than an employee engaged on shift work who is required or permitted to work during the night hours, when it shall mean the weekly wage divided by 38;
"Industry" means the Footwear Section of the Leather Industry;
"learner" means—

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

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

(1) for the manufacture mainly from leather of—

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

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

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

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

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

"motor vehicle" means a conveyance propelled by other than human or animal power;
"night hours" means the hours between 6 p.m. and 6 a.m.;
"outwork" means work which is given out by or on behalf of an employer to be done or completed outside his registered factory on any component, materials or parts of a product falling within the scope of the Agreement;
"packer" means an employee who is employed on packing shoe boxes into boxes, packages, bales or crates;
"pay-load" means the "net carrying capacity" or the "net load" which a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by the Local Road Transportation Boards in terms of the Motor Carrier Transportation Act, 1930;
"piece-work" means any system by which an employee is remunerated solely according to quantity or output of work done;

ondergaan, maar uitgesonderd enige ander tydperk of tydperke van langer as drie agtereenvolgende weke waarin 'n werknemer sonder die toedoen van die werkgewer van sy werk afwesig was;

"Skoeiselseksie" van die Leernywerheid, die seksie van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

(1) vir die vervaardiging, hoofsaaklik uit leer, van skoeisel van alle tipes, maar uitgesonderd skoeisel op maat gemaak;
(2) vir die vervaardiging van alle tipes skoeisel uit ander materiaal as leer;

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

(1) Persele, masjinerie, uitrusting, gereedskap, gerei, diere, meubels of ander artikels skoonmaak;
(2) houers was of skoonmaak;
(3) grondstowwe, vervaardigde of halfvervaardigde produkte, masjinerie, uitrusting, gereedskap, gerei of ander artikels dra, verskuif en/of opstapel;
(4) voertuie of houers 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 dranke maak;
(10) op bestelwaens of voertuie help;
(11) briewe, boodskappe of goedere te voet of deur middel van 'n fiets of handvoertuig aflewer;

"halfdag" die gewone oggendwerktydperk van die betrokke bedryfsinrigting;
"uurloon" die weekloon gedeel deur 42, uitgesonderd in die geval van 'n wag, waar dit die weekloon gedeel deur 72 beteken, en uitgesonderd in die geval van 'n werknemer (wat nie 'n skofwerker is nie) van wie vereis of wat toegelaat word om gedurende die nagure te werk, waar dit die weekloon gedeel deur 38 beteken;
"Nywerheid" die Skoeiselseksie van die Leernywerheid;
"leerling"—

(1) 'n manlike werknemer onder die ouderdom van 21 jaar wat een of meer werksaamhede in die Nywerheid leer;

(2) 'n vroulike werknemer wat een of meer werksaamhede in die Nywerheid leer;

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

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

(a) alle tipes skoeisel, maar uitgesonderd skoeisel op maat gemaak;
(b) dokumenttasse, tasse en alle ander houers ontwerp om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;
(c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klerasie), damesakke, inkoopsakke, breisakke, Bantoetasse van die tipe wat algemeen as "Xhosasakke" bekend staan, notebeurse, beursies, horlosiebande, polsbande, halsbande en leibande vir honde, reisdekenbande, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelike artikels, afgesien van die aard daarvan, maar wat bedoel is as plaasvervangers vir enigeen van bogenoemde artikels;

(2) vir die looi, bewerking en bloting van huide en velle;
(3) in bedryfsinrigtings waarin leergoedere ook vervaardig word, vir die vervaardiging, uit ander materiaal as leer, van die artikels in paragraaf (1) vermeld: Met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopsakke, hoofsaaklik van papier gemaak, insluit nie;

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

(5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik vanuit vesel, hout, doek, seildoek of kleedstof of enige kombinasie daarvan;

"motorvoertuig" 'n vervoermiddel wat deur ander krag as dié van mense of diere aangedryf word;
"nagure" die ure tussen 6 nm. en 6 vm.;
"buitewerk" werk wat deur of namens 'n werkgewer uitbestee word en wat buite sy geregistreerde fabriek verrig of voltooi moet word in verband met enige samestellende deel, materiaal of gedeeltes van 'n produk wat binne die bestek van die Ooreenkoms val;
"verpakker" 'n werknemer in diens om skoendose in kiste, pakke, bale of kratte te pak;
"loonvrag" die "netto dravermoë" of "netto vrag" wat 'n voertuig mag dra of trek ooreenkomstig 'n motortransportsertifikaat of vrystellingsertifikaat wat ten opsigte van sodanige voertuig deur die plaaslike padvervoerraad uitgereik is kragtens die Motortransportwet, 1930;
"stukwerk" 'n stelsel waarvolgens 'n werknemer uitsluitlik besoldig word volgens die hoeveelheid werk verrig of produksie gelewer;

"qualified employee" means—

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

(a) reached the age of 21 years; or

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

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

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

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

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

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

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

"wage" or "basic wage" or "wages" means the amount of money payable to an employee in terms of clause 4 (1) of Part I in respect of his ordinary hours of work as prescribed in clause 6 of Part I: Provided that—

(i) 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) of Part I, it means such higher amount;

(ii) 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 2 of Part II receives over and above the amount which he would have received if he had not been employed on such basis;

"watchman" means an employee engaged in guarding premises or other property.

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 engaged in the Footwear Section of the Leather Industry and by all employees who are members of the trade unions and who are employed in the said section of the Leather Industry.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to all employees for whom wages are prescribed in Annexure C to Part I and Annexure A to Part II of this Agreement.

3. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on 1 July 1973 or on such date as may be specified by the Minister and shall remain in operation for the period ending 30 June 1975 or for such period as may be determined by him.

4. WAGES AND RATES

(1) (a) Subject to the provisions of clauses 8 and 17 of this Part, no employer shall pay and no employee shall accept remuneration at rates less than those prescribed in Annexure C to Part I and Annexure A to Part II of this Agreement in respect of any operation performed by such employee and each employer shall further comply with any ratio or other conditions prescribed in the said Annexures.

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

(c) Except in the case of a watchman and an employee other than an employee on shift work who is required or permitted to work during the night hours, the wages prescribed in the Annexures to Parts I and II of this Agreement, read with paragraph (a) hereof, shall be payable for a working week of 42 hours. In the case of a 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 7 of this Part.

"gekwalifiseerde werknemer"—

(1) 'n manlike werknemer (uitgesonderd 'n ongekwalifiseerde volwasse man soos voorgeskryf in klousule 5 van Deel II van hierdie Ooreenkoms), wat—

(a) òf die ouderdom van 21 jaar bereik het; òf

(b) as gevolg van sy ondervinding geregtig geword het op die volle loon soos voorgeskryf in hierdie Ooreenkoms vir die werksaamheid wat hy verrig;

(2) 'n vroulike werknemer wat op grond van ondervinding geregtig geword het op die volle loon soos voorgeskryf in hierdie Ooreenkoms vir die werksaamheid wat sy verrig;

"Sekretaris van die Raad" die Hoofsekretaris van die Raad, en dit omvat ook 'n assistent-sekretaris van die Raad;

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

"pakhuisman en/of magasynmeester" 'n werknemer wat algemeen beheer oor voorrade uitoefen en verantwoordelik is vir die ontvangs van goedere in 'n pakhuis, die berging en hantering daarvan, die lewering daarvan uit die pakhuis aan afdelings of vir deursending en/of verpakking in die pakhuis of magasyn, en vir die uitpak daarvan;

"aanvullende loon" die bykomende bedrag wat 'n werknemer, wat volgens 'n aanvullende loonskema of aansporingsloonskema werk, benewens sy basiese loon kan verdien;

"aansporingsloonskema" of "aanvullende loonskema" 'n stelsel van besoldiging waarvolgens 'n werknemer besoldig word volgens die hoeveelheid werk verrig of produksie gelewer, op voorwaarde dat hy, afgesien van die hoeveelheid werk verrig of produksie gelewer, minstens sy basiese loon moet ontvang;

"loon" of "basiese loon" die geldbedrag wat ingevolge klousule 4 (1) van Deel I aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos in klousule 6 van Deel I voorgeskryf: Met dien verstande dat—

(i) indien 'n werkgewer gereeld aan 'n werknemer vir sodanige gewone werkure 'n hoër bedrag betaal as dié in klousule 4 (1) van Deel I voorgeskryf, dit dié hoër bedrag beteken;

(ii) die eerste voorbehoudsbepaling nie so vertolk moet word nie dat dit die besoldiging bedoel of insluit wat 'n werknemer, in diens volgens 'n grondslag waarvoor in klousule 2 van Deel II voorsiening gemaak word, meer ontvang as die bedrag wat hy sou ontvang het indien hy nie op dié grondslag in diens was nie;

"wag" 'n werknemer wat persele of ander eiendom bewaak.

2. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Republiek van Suid-Afrika nagekom word deur alle werkgewers in die Skoeiselseksie van die Leernywerheid wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is en in genoemde seksie van die Leernywerheid in diens is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in Aanhangsel C van Deel I en Aanhangsel A van Deel II van hierdie Ooreenkoms voorgeskryf word.

3. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 1 Julie 1973 of op 'n datum wat die Minister vasstel en bly van krag vir die tydperk eindigende 30 Junie 1975 of vir dié tydperk wat hy bepaal.

4. LONE EN LOONSKALE

(1) (a) Behoudens klousules 8 en 17 van hierdie Deel, mag geen loon wat laer is as dié voorgeskryf in Aanhangsel C van Deel I en Aanhangsel A van Deel II van hierdie Ooreenkoms, deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie ten opsigte van enige werksaamheid wat deur so 'n werknemer verrig word, en elke werkgewer moet verder voldoen aan enige getalsverhouding of ander voorwaardes wat in genoemde Aanhangsels voorgeskryf word.

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

(c) Uitgesonderd in die geval van 'n wag en 'n werknemer (wat nie 'n skofwerker is nie) van wie vereis of wat toegelaat word om gedurende die nagure te werk, is die lone voorgeskryf in die Aanhangsels van Deel I en II van hierdie Ooreenkoms, gelees met paragraaf (a) hiervan, betaalbaar vir 'n werkweek van 42 uur. In die geval van 'n wag is die loon betaalbaar vir 'n werkweek van 72 uur en in die geval van 'n werknemer (wat nie 'n skofwerker is nie) van wie vereis of wat toegelaat word om gedurende die nagure te werk, is die loon betaalbaar 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 oortyd soos vasgestel in klousule 7 van hierdie Deel.

(d) In the event of the regular working hours of any establishment being less than those prescribed in paragraph (c), the wage of each employee, excluding a watchman may be reduced proportionately: Provided that—

(i) in the event of a motor vehicle driver being required on any one day to work a lesser number of hours than prescribed, he shall, for the purpose of this clause be deemed to have worked his ordinary number of hours for that day, irrespective of the number of hours actually worked by him;

(ii) in the event of an employee on shift work being required on any one day to work a lesser number of hours than prescribed for reasons other than short-time, he shall, for the purpose of this clause, be deemed to have worked his ordinary number of hours, irrespective of the number of hours actually worked by him.

For the purpose of this paragraph "short-time" does not include a reduction in the hours of work caused by shift work being performed.

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

Name of employer.....
Name of employee and factory number (if used).....
.....

Wage rate	R	
Hours worked (excluding overtime)	R	
Wages due	R	
Remuneration for work on Sunday	R	
Overtime	R	
Supplementary wages	R	
Total	R	

Deductions:

Unemployment Insurance Fund	R	
Sick Benefit Fund	R	
Providend Fund	R	
Insurance or pension	R	
Trade union subscriptions	R	
Council levies	R	
Savings or other allowable deductions	R	
*Total deductions		R
Net remuneration		R

Date.....

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

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

(a) subject to the provisions of clauses 4 (1) (d), 6 (4) and 8 (2) of this Part where an employee is absent from work and such absence is not at the request or on the instructions of his employer, a pro rata amount for the period of such absence;

(b) with the written consent of the employee, deductions for holiday, unemployment, sick, insurance or pension funds, and for savings funds approved by the Council, and any amount due by an employee in respect of meals, tea and/or other refreshments supplied by an employer at a charge agreed to by the employee;

(c) Council levies in terms of clause 11 of this Part of the Agreement;

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

(e) with the written consent of the employee, deductions for contributions to the funds of any trade union which is a party to the Council.

(4) No premium for the training of any employee shall be charged or accepted by an employer: Provided that this subclause shall not apply in respect of a training scheme to which an employer is legally required to contribute.

(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.

(d) As die gewone werkure van 'n bedryfsinrigting minder is as dié voorgeskryf in paragraaf (c), kan die loon van elke werknemer, uitgesonderd 'n wag, na verhouding, verminder word: Met dien verstande dat—

(i) as daar van 'n motorvoertuigdrywer vereis word om op een dag minder ure as die voorgeskrewe ure te werk, hy vir die toepassing van hierdie klousule geag word sy gewone getal ure vir daardie dag te gewerk het, afgesien van die getal ure wat hy werklik gewerk het;

(ii) as daar van 'n skofwerker vereis word om op een dag minder as die voorgeskrewe getal ure te werk om ander redes as korttyd, hy vir die toepassing van hierdie klousule geag word sy gewone werkure te gewerk het, afgesien van die getal ure wat hy werklik gewerk het.

Vir die toepassing van hierdie paragraaf omvat "korttyd" nie 'n vermindering in werkure wat deur skofwerk veroorsaak is nie.

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

Naam van werkgewer.....
Naam van werknemer en fabrieksnommer (indien dit gebruik word).....
.....

Loonskaal	R	
Ure gewerk (uitgesonderd oortyd)	R	
Loon verskuldig	R	
Besoldiging vir werk op Sondag	R	
Oortydbesoldiging	R	
Aanvullende loon	R	
Totaal	R	

Aftrekkings:

Werkloosheidversekeringsfonds	R	
Siektebystandsfonds	R	
Bystandsfonds	R	
Versekering of pensioen	R	
Ledegeld vir vakvereniging	R	
Heffings van Raad	R	
Spaargeld of ander toelaatbare aftrekkings	R	
*Totale aftrekkings		R
Netto besoldiging		R

Datum.....

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

(3) Behoudens andersluidende bepalings in hierdie Ooreenkoms of in enige wet, mag hoegenaamd geen bedrae van die besoldiging verskuldig aan 'n werknemer, afgetrek word nie, uitgesonderd die volgende:

(a) Behoudens klousules 4 (1) (d), 6 (4) en 8 (2) van hierdie Deel, waar 'n werknemer van sy werk afwesig is, uitgesonderd op las of versoek van sy werkgewer, 'n pro rata-bedrag vir sodanige afwesigheidstydperk;

(b) met die skriftelike toestemming van die werknemer, aftrekkings vir vakansie-, werkloosheid-, siekte-, versekerings- of pensioenfondse en vir spaarfondse deur die Raad goedgekeur, en enige bedrag wat 'n werknemer skuld vir etes, tee en/of ander verversings deur die werkgewer verskaf teen 'n prys waartoe die werknemer ingestem het;

(c) Raadsheffings ingevolge klousule 11 van hierdie Deel van die Ooreenkoms;

(d) enige bedrag wat 'n werkgewer ingevolge 'n wet, ordonnansie of regsproses ten behoewe van 'n werknemer 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 Werkgewer mag geen premie vir die opleiding van 'n werknemer vra of aanvaar nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n opleidingskema waartoe 'n werkgewer regtens moet bydra.

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

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

(7) (i) Notwithstanding anything to the contrary contained herein, an employee other than a learner, who on 2 March 1973, was in receipt of remuneration higher than the wage prescribed for the class of work on which he was engaged and who, on the date on which this Agreement comes into operation, is still in the employ of the same employer on the same class of work, shall continue to be paid, in addition to the wage prescribed for such employee in this Agreement, an amount equal to the difference between the remuneration he was receiving on 2 March 1973 and the wage which, on that date, was prescribed for the operation in question less any increases given on or after 2 March 1973.

(ii) For the purpose of this subclause "remuneration" shall be deemed not to include the special bonus payable in terms of clause 5 of Part I, any payment in respect of overtime or additional payments in respect of a wage incentive scheme being applied in terms of clause 2 of Part II, or any increases granted to employees as a group in any establishment or department of an establishment during the period 1 January 1973 to 1 March 1973.

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

5. SPECIAL BONUS

(1) Subject to the provisions of subclause (2) of this clause, every employer shall pay to each of his employees a special bonus calculated at the rate of 2½ per cent of such employee's wage.

(2) In respect of any employee engaged upon a wage incentive scheme the special bonus payable in terms of this clause shall be deemed to be included in any supplementary wage which such employee may earn: Provided that such supplementary wage amounts to 2½ per cent or more of such employee's wage. In the event of such supplementary wage amounting to less than 2½ per cent of the employee's wage, such employee shall nevertheless be entitled to payment of the special bonus in lieu of such supplementary wages.

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

6. HOURS OF WORK

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

(a) to work for more than 42 hours, excluding meal times, in any one week; or

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

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

(2) For the purpose of subclause (1) (a) an employee who does not work on any holiday referred to in clause 9 (7) of this Part, or who on such holiday works less than his average ordinary working hours for that day of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

(3) The ordinary hours of work of a watchman shall not exceed 72 hours per week: Provided that a watchman shall be granted a free period of 24 consecutive hours during each week of employment.

(6) Niks in hierdie Ooreenkoms mag die uitwerking hê nie dat dit 'n tydloon wat tans betaal word en wat vir die werknemer gunstiger is as dié in hierdie Ooreenkoms vir so 'n werknemer voorgeskryf, verminder solank hy by dieselfde werkgewer in diens is.

(7) (i) Ondanks andersluidende bepalings hierin, moet 'n werknemer, uitgesonderd 'n leerling, wat op 2 Maart 1973 hoër besoldiging ontvang het as die loon voorgeskryf vir die klas werk wat hy verrig het, en wat op die datum van inwerkingtreding van hierdie Ooreenkoms nog steeds by dieselfde werkgewer in diens is vir dieselfde klas werk, steeds, benewens die loon vir sodanige werknemer in hierdie Ooreenkoms voorgeskryf, 'n bedrag betaal word gelyk aan die verskil tussen die besoldiging wat hy op 2 Maart 1973 ontvang het en die loon wat op daardie datum voorgeskryf was vir die betrokke werksaamheid min enige verhogings toegestaan op of ná 2 Maart 1973.

(ii) Vir die toepassing van hierdie subklousule word "besoldiging" geag nie die spesiale bonus betaalbaar ingevolge klousule 5 van Deel I in te sluit nie en ook nie enige betaling nie vir oortydwerk of addisionele betalings ten opsigte van 'n aansporingsloonskema wat ingevolge klousule 2 van Deel II van toepassing is, of enige verhogings wat gedurende die tydperk 1 Januarie 1973 tot 1 Maart 1973 toegestaan is aan werknemers as 'n groep in enige bedryfsinrigting of afdeling in 'n bedryfsinrigting.

(8) Wanneer bevredigende bewys van die dood van 'n werknemer aan die werkgewer gelewer word, moet die werkgewer aan dié afhanklike van die afgestorwe werknemer soos wat hy goeddink, die werknemer se besoldiging betaal wat opgeloop het maar op die datum van afsterwe nog nie aan dié werknemer betaal is nie, en die boedel van die afgestorwe werknemer het geen eis teen die werkgewer nie.

5. SPESIALE BONUS

(1) Behoudens subklousule (2) van hierdie klousule, moet elke werkgewer aan elk van sy werknemers 'n spesiale bonus betaal wat 2½ persent van sodanige werknemer se loon moet beloop.

(2) Wat 'n werknemer betref wat volgens 'n aansporingsloonskema werk, word die spesiale bonus betaalbaar ingevolge hierdie klousule geag ingesluit te wees in die aanvullende loon wat so 'n werknemer verdien: Met dien verstande dat sodanige aanvullende loon 2½ persent of meer van so 'n werknemer se loon moet beloop. As sodanige aanvullende loon minder as 2½ persent van die werknemer se loon beloop is so 'n werknemer nogtans geregtig op betaling van die spesiale bonus in plaas van sodanige aanvullende loon.

(3) As 'n werknemer oortyd werk, moet die spesiale bonus aan so 'n werknemer betaalbaar ten opsigte van die oortyd wat hy gewerk het, bereken word volgens sy gewone besoldiging en nie volgens oortydbesoldiging nie.

6. WERKURE

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

(a) langer as 42 uur, uitgesonderd etenstye, in 'n bepaalde week te werk nie; of

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

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

(ii) die werknemers gewoonlik hoogstens vyf dae per week werk, van 'n werknemer vereis of hy toegelaat kan word om op enige werkdag vir 'n bykomende tydperk van hoogstens een en 'n kwart uur te werk; of

(c) vir 'n aaneenlopende tydperk van langer as vyf uur, sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat werktydperke onderbreek deur 'n pouse van minder as een uur vir die toepassing van hierdie paragraaf geag word aaneenlopend te wees; of

(d) as die werknemer 'n vrou is—

(i) tussen 6 nm. en 6 vm. te werk nie; of

(ii) ná 1 nm. op meer as vyf dae per week te werk nie.

(2) Vir die toepassing van subklousule (1) (a) word 'n werknemer wat nie op 'n vakansiedag vermeld in klousule 9 (7) van hierdie Deel werk nie, of wat op sodanige vakansiedag minder as sy gemiddelde getal gewone werkure werk vir daardie dag van die week waarop sodanige vakansiedag val, geag sy gemiddelde getal gewone werkure op daardie dag te gewerk het.

(3) Die gewone werkure van 'n wag is hoogstens 72 uur per week: Met dien verstande dat 'n wag 'n vry tydperk van 24 agtereenvolgende ure gedurende elke week diens toegestaan moet word.

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

Employees who have not been so informed and who are present for work at an establishment at the ordinary starting time shall be entitled to be employed for at least one-half day or to receive a half day's remuneration in lieu thereof.

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

In the case of an employee ceasing work owing 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) The following rest periods shall be allowed to each employee and reckoned as time worked:

(a) On each day a period of not less than 10 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 10 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 paragraphs (a) and (b) of this subclause the operation of all machinery in the establishment shall cease, and no employee shall be required or permitted to work.

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

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

(b) 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 7 (3) of this Part.

(c) When a three-shift system is worked, the provisions of clause 7 (3) of this Part shall apply to all hours worked in excess of seven and a half hours working time.

(d) The provisions of clause 7 (4) of this Part shall not apply in the case of an employee engaged on a shift which continuous into a Saturday, having commenced on Friday.

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

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

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

7. OVERTIME

(1) Notwithstanding the provisions of clause 6 (1) (a) and (b) of this Part and save as is provided in this clause, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

(a) ten hours; or

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

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

(a) for more than two hours on any day;

(b) on more than three consecutive days;

(c) on more than 60 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 an employee an allowance of not less than 15c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(4) As werknemers nie op 'n bepaalde dag by 'n bedryfsinrigting vir werk aanwesig hoef te wees nie, moet hulle vóór sodanige dag individueel of by kennisgewing, opgeplak in die afdeling of afdelings waarin hulle werk, meegedeel word dat hul dienste nie nodig sal wees nie.

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

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

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

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

(a) 'n Tydperk van minstens 10 minute in die oggend tussen 10 vm. en 11 vm. daagliks: Met dien verstande dat hy een uur gewerk het;

(b) minstens 10 minute elke middag van Maandag tot Vrydag tussen 3.30 nm. en 4.30 nm.: Met die verstande dat hy een uur gewerk het.

Gedurende die rustydperke in (a) en (b) van hierdie subklousule bepaal, moet alle masjinerie in die bedryfsinrigting stilstaan en mag daar van geen werknemer vereis of hy toegelaat word om te werk nie.

(6) As werknemers aan die einde van werktydperke moet "uitklok" moet die werkgewer fasiliteite verskaf om die werknemers in staat te stel om die bedryfsinrigting te verlaat op die korrekte tyd waarop werk gestaak moet word.

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

(b) 'n Tyd deur 'n skofwerker gewerk wat buite die gewone skofure val waarvan die Raad in kennis gestel is, is onderworpe aan klousule 7 (3) van hierdie Deel.

(c) Waar 'n drieskofstelsel gewerk word, is klousule 7 (3) van hierdie Deel van toepassing op alle tyd wat langer as sewe en 'n half uur gewerk word.

(d) Klousule 7 (4) van hierdie Deel is nie van toepassing nie op 'n werknemer wat 'n skof werk wat op Vrydag begin en voortgesit word tot op 'n Saterdag.

(8) (a) Elke werkgewer moet binne een maand met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms die Raad skriftelik in kennis stel van die begin- en ophoutye van elke seksie of elke afdeling van sy bedryfsinrigting.

(b) Elke werkgewer wat die tye vermeld in paragraaf (a) verander, moet die Raad binne drie dae na die datum van sodanige verandering skriftelik daarvan in kennis stel.

(9) Ondanks andersluidende bepalings in hierdie Ooreenkoms, sluit die werkure van 'n motorvoertuigdrywer alle tydperke in waarin hy as drywer optree en alle tyd wat hy aan ander werk in verband met die voertuig of die vrag bestee, en alle tydperke waarin 'n werknemer op sy pos moet bly, gereed om te werk, maar nie ook etenstye nie.

7. OORTYDWERK

(1) Ondanks klousule 6 (1) (a) en (b) van hierdie Deel en behoudens hierdie klousule, kan '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 10 kan wees) wat die Raad vasgestel het in 'n skriftelike kennisgewing aan die werkgewer, waarin die werknemer of klas werknemer op 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 van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd te werk—

(a) vir langer as twee uur per dag nie;

(b) op meer as drie agtereenvolgende dae nie;

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

(d) na voltooiing van haar gewone werkure vir langer as een uur per dag nie, tensy hy—

(i) so 'n werknemer voor 12-uur middag daarvan in kennis gestel het; of

(ii) 'n toereikende maaltyd aan so 'n werknemer verskaf het voordat sy met oortydwerk moet begin; of

(iii) 'n toelae van minstens 15c betyds aan so 'n werknemer betaal het om haar in staat te stel om 'n maaltyd te bekom voordat die oortydwerk begin.

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

(a) on any day from Monday to Friday, inclusive, his hourly wage plus 33⅓ per cent;

(b) on Saturday afternoon, his hourly wage plus 50 per cent.

(4) When it is customary for any establishment to complete its normal working week of 42 hours between Monday and Friday, any employee other than a 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: Provided that in the event of shift work being performed in such an establishment, the employer may require the employees engaged on a shift which commences and ends between the hours of 6 a.m. and 6 p.m. to complete the normal week of 42 hours by working not more than four and a half hours on a Saturday morning: Provided further that such employees are remunerated at the rate of one and one-third times their hourly rate for each hour or part of an hour so worked on a Saturday morning.

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

(a) pay to the employee—

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

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

(b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate of 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 watchman who is required to work for more than 12 hours during any period of 24 consecutive hours shall be paid at the rate of his hourly wage plus 33⅓ per cent in respect of each hour or part of an hour worked in excess of 12 hours. A watchman who is required to work during his free period shall be paid at double his hourly wage in respect of each hour so worked.

8. SHORT-TIME

(1) Subject to the provisions of clause 9 (7) (f) of this Part, when an employer proposes to work short-time he shall give to his employees notice either individually or in writing posted in the department or departments in which they are employed not later than the day prior to that on which such short-time is to be worked.

(2) When short-time has been worked in any establishment, the employer may, subject to the provisions of clause 4 (1) (d) of this Part, 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.

9. HOLIDAYS AND ANNUAL LEAVE

(1) Every employer shall grant to every employee other than a watchman, employed by him, leave of absence of not less than two consecutive weeks and two days commencing not earlier than the 10th day and not later than the 24th day of December of each year, and pay to such employee not later than the last working day before the commencement of such leave as a leave

(2) Daar mag van geen werknemer vereis word om oortyd te werk nie, tensy die werkgewer so 'n werknemer op die vorige dag kennis daarvan gegee het.

(3) Behoudens subklousule (4) hiervan, moet 'n werknemer, uitgesonderd 'n wag, wat voor sy gewone begintyd of na sy gewone ophoutyd werk, vir elke uur of deel van 'n uur aldus gewerk, soos volg betaal word:

(a) As hy op enige dag van Maandag tot en met Vrydag gewerk het, sy uurloon plus 33⅓ persent;

(b) as hy op Saterdagmiddag gewerk het, sy uurloon plus 50 persent.

(4) As dit in 'n bedryfsinrigting gebruiklik is om sy gewone werkweek van 42 uur tussen Maandag en Vrydag te voltooi, moet 'n werknemer, uitgesonderd 'n wag, van wie vereis word om op 'n Saterdagoggend te werk, vir elke uur of gedeelte van 'n uur aldus gewerk, een en 'n derde maal sy uurloon betaal word, afgesien van die getal ure wat hy werklik tussen Maandag en Vrydag gewerk het: Met dien verstande dat as skofwerk in so 'n bedryfsinrigting gedoen word, die werkgewer van werknemers wat 'n skof werk wat tussen 6 vm. en 6 nm. begin en eindig, kan vereis om die gewone week van 42 uur te voltooi deur hoogstens vier en 'n half uur op 'n Saterdagoggend te werk: Voorts met dien verstande dat sodanige werknemers een en 'n derde keer hul uurloon moet ontvang vir elke uur of gedeelte van 'n uur aldus op 'n Saterdagoggend gewerk.

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

(a) òf sodanige werknemer soos volg betaal:

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

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

(b) òf die werknemer besoldig teen minstens 1½ maal sy gewone besoldiging vir die totale tydperk op sodanige Sondag gewerk, en hom binne sewe dae vanaf sodanige Sondag een dag vakansie toestaan en hom minstens sy gewone besoldiging daarvoor betaal, asof hy op sodanige vakansiedag sy gemiddelde getal gewone werkure vir daardie dag van die week gewerk het.

(6) As 'n werknemer op 'n ander grondslag betaal word as volgens die tyd werklik deur hom gewerk, moet sy gewone besoldiging vir die toepassing van hierdie klousule bereken word asof hy per uur betaal word, en moet dit op enige datum bepaal word deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum, of gedurende sy totale dienstydperk by die betrokke werkgewer, naamlik die kortste tydperk, te deel deur die getal ure gewerk gedurende die tydperk waarvoor sodanige besoldiging betaal is.

(7) 'n Wag van wie vereis word om langer as 12 uur gedurende 'n tydperk van 24 agtereenvolgende uur te werk, moet sy uurloon plus 33⅓ persent betaal word vir elke uur of gedeelte van 'n uur wat hy langer as 12 uur werk. 'n Wag van wie vereis word om gedurende sy vry tydperk te werk, moet dubbel sy uurloon betaal word vir elke uur aldus gewerk.

8. KORTTYD

(1) Behoudens klousule 9 (7) (f) van hierdie Deel, moet 'n werkgewer, as hy voornemens is om korttyd te laat werk, voor of op die dag voor die dag waarop sodanige korttyd gewerk moet word, sy werknemers òf individueel òf by kennisgewing opgeplak in die afdeling of afdelings waarin hulle werk, daarvan in kennis stel.

(2) Waar daar in 'n bedryfsinrigting korttyd gewerk is, kan 'n werkgewer, behoudens klousule 4 (1) (d) van hierdie Deel, 'n pro rata-bedrag van die gewone weeklikse besoldiging van die betrokke werknemer aftrek.

(3) Waar korttyd in 'n bedryfsinrigting ingevoer is, moet die werkgewer, waar moontlik, die werk gelykop tussen die werknemers in die betrokke afdeling verdeel.

(4) Werknemers wat korttyd werk, se besoldiging moet gedurende werkure betaal word.

9. VAKANSIEDAE EN JAARLIKSE VERLOF

(1) Elke werkgewer moet aan elke werknemer in sy diens, uitgesonderd 'n wag, verlof toestaan van minstens twee agtereenvolgende weke en twee dae, wat nie voor die 10de dag en nie later nie as die 24ste dag van Desember elke jaar moet begin, en moet voor of op die laaste werkdag voor die begin van sodanige verlof een twaalfde van die loon wat die werknemer

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 in pursuance of the Defence Act, 1957; and

(b) if any public holiday referred to in subclause (7) of this clause falls within the period of such leave, such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday at the same time as the leave allowance, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

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

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

(3) Employment for half a month or over shall be reckoned as employment for a full month for the purpose of calculating the leave allowance payable in terms of subclauses (1) and (2), and "half a month" shall mean any period of 15 consecutive calendar days, irrespective of working days: Provided that if an employee is given notice at any time during the month in which the factory closes for leave purposes, he shall receive the full leave allowance calculated in terms of subclause (1) for that month: Provided further that if an employee gives notice and such notice terminates on the closing day of the factory during the said month, he shall be entitled to receive the one-twelfth leave allowance for that month: Provided further that an employee who has received one day's leave pay for the month in which his services terminate, shall not be entitled to a further day's leave pay in respect of the same month.

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

(b) The leave prescribed in paragraph (a) shall be granted not earlier than the 10th day and not later than the 24th day of December of each year: Provided that—

(i) the period of leave shall not be concurrent with any period during which the employee is under notice of termination of employment or is undergoing military training in pursuance of the Defence Act, 1957;

(ii) if any public holiday referred to in subclause (7) of this clause falls within the period of such leave, such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday at the same time as the leave allowance, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

in twee weke en twee dae sou verdien het, aan so 'n werknemer betaal vir elke maand diens by die werkgewer: Met dien verstande dat—

(a) sodanige verloftydperk nie mag saamval nie met 'n werknemer se diensopseggingstermyn of 'n tydperk waarin hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan; en

(b) as 'n openbare vakansiedag in subklousule (7) van hierdie klousule vermeld binne sodanige verloftydperk val, sodanige openbare vakansiedag as 'n verdere verloftydperk by genoemde tydperk gevoeg moet word, en die werknemer vir sodanige openbare vakansiedag en gelyktydig met die verloftoelae, die loon betaal moet word wat hy sou verdien het as hy op sodanige openbare vakansiedag sy daaglikse gemiddelde gewone werkure gewerk het.

L.W.—Vir die berekening van die verlofbesoldiging wat ingevolge hierdie klousule verskuldig is, word die besoldiging vir "twee dae" geag twee vyfdes van die weekloon te wees.

(2) By diensbeëindiging moet die werkgewer aan die werknemer die bedrag aan verloftoelae betaal wat op sodanige beëindigingsdatum verskuldig is, en wat bereken is soos in subklousule (1) bepaal.

(3) Diens van 'n halfmaand of langer word geag 'n volle maand diens te wees wanneer die verloftoelae betaalbaar kragtens subklousules (1) en (2) bereken word, en 'n "halfmaand" beteken 'n tydperk van 15 agtereenvolgende kalenderdae, afgesien van werkdae: Met dien verstande dat as daar aan 'n werknemer kennis gegee word te eniger tyd gedurende die maand waarin die fabriek vir verlofdoeleindes sluit, hy die volle verloftoelae vir daardie maand, bereken ooreenkomstig subklousule (1), moet ontvang: 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 1/12de van die verloftoelae vir daardie maand te ontvang: Voorts met dien verstande dat as 'n werknemer een dag se verlofbesoldiging ontvang het vir die maand waarin sy diens eindig, hy nie geregtig is op nog 'n dag se verlofbesoldiging ten opsigte van dieselfde maand nie.

(4) Die verloftoelae betaalbaar ingevolge subklousules (1), (2) en (3) moet bereken word volgens die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop sy verlof begin of waarop sy diens beëindig word, na gelang van die geval.

Waar 'n werknemer op 'n ander grondslag betaal word as volgens die tyd wat hy werklik gewerk het, moet sy besoldiging, vir die berekening van die verloftoelae wat ingevolge subklousules (1), (2) en (3) betaalbaar is, bereken word asof hy per uur betaal word, en moet sodanige besoldiging op enige datum bepaal word deur sy totale besoldiging gedurende die agt weke onmiddelik voor daardie datum, of gedurende sy totale dienstydperk by die betrokke werknemer, naamlik die kortste tydperk, te deel deur die getal ure gewerk gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is: Met dien verstande dat as bogenoemde besoldiging bereken moet word met die doel om die verloftoelae te betaal wat ten opsigte van die jaarlikse verloftydperk vermeld in subklousule (1) hiervan verskuldig is, bogenoemde tydperk van agt weke of sy totale dienstydperk, naamlik die kortste tydperk, geag kan word te verstryk op 'n datum hoogstens vier (4) weke voor die datum met ingang waarvan die werknemer se verlof toegestaan word.

(5) (a) Ondanks subklousule (1), moet 'n werkgewer aan 'n wag 21 agtereenvolgende kalenderdae verlof toestaan ten opsigte van elke voltooide dienstydperk van 12 maande, en moet hy, voor of op die laaste werkdag voor sodanige verlof begin, aan so 'n werknemer minstens drie maal die weekloon betaal waarop hy geregtig is, met ingang van die eerste dag van die verlof.

(b) Die verlof voorgeskryf in paragraaf (a) mag nie vroeër as die 10de dag en nie later as die 24ste dag van Desember elke jaar toegestaan word nie: Met dien verstande dat—

(i) die verloftydperk nie mag saamval nie met 'n werknemer se diensopseggingstermyn of 'n tydperk waarin hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) as 'n openbare vakansiedag vermeld in subklousule (7) van hierdie klousule binne sodanige verloftydperk val, sodanige openbare vakansiedag as 'n verdere verloftydperk by genoemde tydperk gevoeg moet word en die werknemer vir sodanige openbare vakansiedag en gelyktydig met die verloftoelae, die loon betaal moet word wat hy sou verdien het as hy op sodanige openbare vakansiedag sy daaglikse gemiddelde gewone werkure gewerk het.

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

(6) Any period during which an employee—

(a) is on leave in terms of subclauses (1) and (5); 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 purpose of subclauses (1), (2) and (5): Provided that the provisions of paragraph (d) of this subclause shall not apply in respect of any period of absence owing to illness or confinement 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 or confinement from doing his work or in respect of that portion of any total period of absence during any 12 months of employment which is in excess of 30 days: Provided further that the period of military training, which shall be deemed to be employment for the purposes of this clause, shall not exceed four months in any one year.

(7) (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 of not less than his ordinary rate of remuneration in respect of the total period worked on such day in addition to the remuneration to which he would have been entitled had he not so worked.

(b) In the event of an employer terminating the services of an employee during the week in which Good Friday falls, or in the event of an employee terminating his services during that week on account of ill-health which shall, in the case of a female employee, include pregnancy, he shall, in addition to any other remuneration due to him, be paid two days' pay in respect of Good Friday and Easter Monday.

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

(d) In the event of an employer terminating the services of an employee during the month of December, or in the event of an employee terminating his services during that month on account of ill-health, which shall, in the case of a female employee, include pregnancy, he shall be paid, in addition to any other remuneration due to him, one day's pay in respect of each of the public holidays (Day of the Covenant, Christmas Day and New Year's Day) in respect of which no payment has already been made to him, and the wage payable for such holiday shall be calculated at the rate of one-fifth of the normal weekly wage.

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

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

(ii) before the factory closes, give his employees notice of the actual date upon which the factory will re-open.

(f) An employer who proposes to close his establishment for any holiday other than the holiday period referred to in subclause (1) of this clause shall give his employees at least three working days' notice of such closing, and shall state in such notice the period during which the employees will not be required to work.

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

(8) Every employer in the Industry shall, during the month of January each year, and every employer entering the Industry shall, within 14 (fourteen) days of such entry, satisfy the Council either by way of a bank guarantee in the form of Annexure D to this Part or a certificate provided by a registered insurance company that security exists for payment of the leave allowance accruing in terms of this clause.

(9) Notwithstanding any provisions of this Agreement to the contrary, payment to the Council under any guarantee or certificate in terms of this clause shall be deemed to be a payment to the Council for the account of employees to whom leave pay may be outstanding from any employer, and the Council is

(c) 'n Wag wie se diens gedurende 'n tydperk van 12 maande diens beëindig word voordat die verloftydperk voorgeskryf in paragraaf (a) ten opsigte van daardie tydperk opgeloop het, moet by diensbeëindiging, en benewens enige ander besoldiging aan hom verskuldig, vir elke voltooide maand van sodanige dienstydperk minstens 'n kwart van die weekloon betaal word wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het.

(6) Enige tydperk waarin 'n werknemer—

(a) kragtens subklousules (1) en (5) met verlof is; of

(b) militêre opleiding ondergaan; of

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

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

word vir die toepassing van subklousules (1), (2) en (5), geag diens te wees: Met dien verstande dat paragraaf (d) van hierdie subklousule nie van toepassing is nie op 'n afwesigheidstydperk weens siekte of 'n bevalling wat langer as drie agtereenvolgende dae duur, as die werknemer versuim om op versoek van die werkgewer 'n doktersertifikaat aan die werkgewer voor te lê wat meld dat hy weens siekte of 'n bevalling verhinder was om sy werk te verrig, of op daardie gedeelte van 'n totale afwesigheidstydperk gedurende enige 12 maande diens, wat meer as 30 dae beloop: Voorts met dien verstande dat, hoogstens vier maande in een jaar van die tydperk van militêre opleiding, vir die toepassing van hierdie klousule, geag word diens te wees.

(7) (a) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met volle besoldiging: Met dien verstande dat waar 'n werknemer op enigeen van hierdie dae werk, sy werkgewer hom minstens sy gewone besoldiging moet betaal vir die totale tydperk op sodanige dag gewerk, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

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

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

(d) As 'n werkgewer 'n werknemer se diens gedurende Desember beëindig, of as 'n werknemer sy diens gedurende daardie maand beëindig weens swak gesondheid, wat in die geval van 'n vroulike werknemer swangerskap insluit, moet hy, benewens enige ander besoldiging aan hom verskuldig, een dag se besoldiging betaal word vir elk van die openbare vakansiedae (Geloftedag, Kersdag en Nuwejaarsdag) as sodanige betaling nie alreeds geskied het nie, en die loon betaalbaar vir so 'n vakansiedag moet teen een vyfde van die gewone weekloon bereken word.

(e) 'n Werkgewer moet, voordat hy sy bedryfsinrigting sluit vir die jaarlikse vakansietydperk in subklousule (1) van hierdie klousule vermeld—

(i) sy werknemers minstens 30 dae vooraf kennis gee van die laaste datum waarop die fabriek sal sluit en van die vroegste datum waarop die fabriek sal heropen; en

(ii) sy werknemers kennis gee van die presiese datum waarop die fabriek sal heropen.

(f) 'n Werkgewer wat voornemens is om sy bedryfsinrigting te sluit vir 'n vakansie, uitgesonderd die vakansietydperk in subklousule (1) van hierdie klousule gemeld, moet sy werknemers minstens drie werkdae kennis van sodanige sluiting gee, en moet in sodanige kennisgewing die tydperk meld waarin die werknemers nie sal hoef te werk nie.

Die kennisgewing hierbo vermeld moet skriftelik geskied en die werkgewer moet dit opplak op 'n plek wat vir sy werknemers toeganklik is.

(8) Elke werkgewer in die Nywerheid moet gedurende Januarie elke jaar, en elke werkgewer wat tot die Nywerheid toetree, moet binne 14 (veertien) dae na sodanige toetrede, òf deur middel van 'n bankwaarborg in die vorm van Aanhangsel D van hierdie Deel òf deur middel van 'n sertifikaat verskaf deur 'n geregistreerde versekeringsmaatskappy, tot tevredenheid van die Raad bewys lewer dat daar sekuriteit bestaan vir die betaling van die verloftoelae wat ingevolge hierdie klousule oploop.

(9) Ondanks andersluidende bepalings in hierdie Ooreenkoms, word betaling aan die Raad ooreenkomstig enige waarborg of sertifikaat ingevolge hierdie klousule geag 'n betaling aan die Raad te wees ten behoewe van werknemers aan wie verlofbesoldiging deur enige werkgewer nog uitstaande mag wees, en

hereby authorised to receive such payments on behalf of such employees, and to effect payment to the employees as soon as possible after receipt thereof.

10. PLACE OF EMPLOYMENT AND OUTWORK

(1) No employer shall require or allow any employee to perform work in die 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) (a) No employer shall require or permit outwork to be performed except under a licence issued by the Executive Committee: Provided that all employers in the Industry as at the date of coming into operation of this Agreement shall be deemed to have been exempted from this provision and shall be issued with a licence of exemption.

(b) An employer who requires or permits outwork to be done shall, within three days of handing the work out, lodge with the District Committee a statement specifying the outwork to be done, the quantities to be done, and the rates or prices to be paid for such outwork.

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

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

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

11. COUNCIL FUNDS

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

(a) 1c from the earnings of each of his employees for whom a wage of lesst han R15 per week is prescribed;

(b) 2c from the earnings of each of his employees, other than those referred to in paragraph (a), but excluding employees for whom a wage of R23,64 per week or over is prescribed;

(c) 4c per week from the earnings of each of his employees for whom a wage of R23,64 per week or over is prescribed.

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

12. TERMINATION OF EMPLOYMENT

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

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

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

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

(5) An employee whose services will not be required at the expiration of the leave period prescribed in clause 9 (1) and (5) of this Part shall be given notice of that fact not less than one week before such leave period begins, failing which he shall be entitled to payment in lieu of notice of an amount equal to the ordinary weekly remuneration he was receiving at the date of commencement of such period.

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

die Raad word hierby gemagtig om sodanige besoldiging namens sodanige werknemers aan te neem, en om dit so spoedig moontlik ná ontvangs daarvan aan die werknemers uit te betaal.

10. WERKPLEK EN BUITEWERK

(1) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om werk in verband met die Nywerheid elders as in sy gewone 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) (a) Geen werkgewer mag vereis of toelaat dat buitewerk verrig word nie, uitgesonderd ooreenkomstig 'n sertifikaat uitgereik deur die Uitvoerende Komitee: Met dien verstande dat alle werkgewers in die Nywerheid op die datum van inwerkingtreding van hierdie Ooreenkoms geag word van hierdie bepaling vrygestel te wees en van 'n vrystellingsertifikaat voorsien moet word.

(b) 'n Werkgewer wat vereis of toelaat dat buitewerk verrig word, moet binne drie dae nadat die werk uitbestee is, by die distrikskomitee 'n staat indien waarop die volgende aangetoon word: Die buitewerk wat gedoen moet word, die hoeveelhede wat gedoen moet word en die skale en pryse wat vir sodanige buitewerk betaal moet word.

(c) Die Uitvoerende Komitee kan, as hy oortuig is dat die tariewe wat betaal word of die omstandighede waarin buitewerk verrig word, nadelig is vir die belange van ander werkgewers of werknemers in die Nywerheid, enige sertifikaat ingevolge hierdie klousule, uitgereik intrek deur een week skriftelike kennis aan die betrokke werkgewer te gee.

(d) As die Uitvoerende Komitee nie daarvan oortuig is nie dat werk wat deur 'n werkgewer uitbestee is, nie die belange van ander werkgewers of werknemers in die Nywerheid benadeel nie, kan hy sodanige werkgewer versoek om dié inligting in verband met die verrigting van buitewerk wat hy nodig ag, óf regstreeks aan die Raad óf aan 'n agent van die Raad te verstrek.

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

11. FONDSE VAN DIE RAAD

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

(a) 1c aftrek van die verdienste van elkeen van sy werknemers vir wie 'n loon van minder as R15 per week voorgeskryf word;

(b) 2c aftrek van die verdienste van elkeen van sy werknemers, uitgesonderd dié in paragraaf (a) vermeld en uitgesonderd werknemers vir wie 'n loon van R23,64 per week of meer voorgeskryf word;

(c) 4c per week aftrek van die verdienste van elkeen van sy werknemers vir wie 'n loon van R23,64 per week of meer per week voorgeskryf word.

(2) Die werkgewer moet 'n gelyke bedrag voeg by die totaal van die bedrae aldus afgetrek, en moet die totale bedrag voor of op die sewende dag van die volgende maand stuur aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, of aan sodanige ander beampte as wat die Raad of Uitvoerende Komitee aanwys.

12. DIENSBEËINDIGING

(1) 'n Werkgewer of sy werknemer wat voornemens is om die dienskontrak te beëindig, moet minstens een week skriftelik kennis gee van sy voorneme om die kontrak te beëindig.

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

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

(4) 'n Werkgewer kan die dienskontrak sonder kennisgewing beëindig, mits hy die werknemer 'n bedrag betaal wat gelyk is aan die gewone weeklikse besoldiging wat die werknemer op sodanige datum van diensbeëindiging ontvang het, en hierdie subklousule is *mutatis mutandis* van toepassing op 'n werknemer wat voornemens is om die dienskontrak sonder kennisgewing te beëindig.

(5) 'n Werknemer wie se dienste nie verlang sal word nie na verstryking van die verloftydperk voorgeskryf in klousule 9 (1) en (5) van hierdie Deel, moet minstens een week voor sodanige verloftydperk begin, daarvan kennis gegee word, anders is hy in plaas van kennisgewing, geregtig op betaling van 'n bedrag gelyk aan die gewone weeklikse besoldiging wat hy ontvang het op die datum waarop sodanige tydperk begin.

(6) 'n Werknemer wat in 'n week langer as twee volle agtereenvolgende dae korttyd gewerk het, kan sy dienskontrak beëindig deur een dag kennis te gee.

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

(a) the right of an employer or his employee to terminate the contract of service without notice for any cause recognised by law as sufficient;

(b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for a period longer than that prescribed in this clause.

(8) 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 clause 9 (1) shall be regarded as short-time.

(9) Whenever a public holiday other than one of the holidays mentioned in clause 9 (7) of this Part falls on a working day which is within any period of notice given in terms of this clause and the department of the establishment in which the employee concerned is employed is closed on such day, the employee shall nevertheless be entitled to be paid in respect of such public holiday an amount equal to one-fifth of his ordinary weekly remuneration.

(10) The period of notice prescribed in subclause (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 9 of this Part or during any period of military training in pursuance of the Defence Act, 1957.

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

(12) For the purposes of subclauses (4), (5) and (8) of this clause "ordinary weekly remuneration" does not include any supplementary wage.

13. INSURANCE OF WAGES IN CASE OF FIRE

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

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

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

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

14. SERVICE CERTIFICATES

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

(2) Every employee who has been issued with a certificate in terms of subclause (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

(7) Subklousules (1) tot (6) van hierdie klousule raak nie—

(a) die reg van 'n werkgewer of sy werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig nie;

(b) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingtydperk van gelyke duur vir albei partye en wat langer is as die tydperk wat in hierdie klousule voorgeskryf word.

(8) Waar 'n werknemer korttyd gewerk het wat minder as 42 uur se werk gedurende 'n tydperk van vier agtereenvolgende weke beloop, word sy dienskontrak by verstryking van daardie tydperk geag outomaties te eindig en is die werknemer geregtig op die betaling van 'n bedrag gelyk aan sy gewone weeklikse besoldiging, benewens enige betaling ingevolge hierdie Ooreenkoms vir die werk wat hy verrig het. 'n Tydperk waarin 'n bedryfsinrigting gesluit is en wat die jaarlikse verloftydperk waarvoor in klousule 9 (1) voorsiening gemaak word, onmiddellik voorafgaan of onmiddellik daarop volg, word geag korttyd te wees.

(9) Waar 'n openbare vakansiedag, uitgesonderd een van die vakansiedae vermeld in klousule 9 (7) van hierdie Deel, op 'n werkdag in 'n kennisgewingtydperk ingevolge hierdie klousule val, en die afdeling van die bedryfsinrigting waarin die betrokke werknemer in diens is, op so 'n dag gesluit is, is die werknemer nogtans daarop geregtig om ten opsigte van sodanige openbare vakansiedag een vyfde van sy gewone weeklikse besoldiging betaal te word.

(10) Die kennisgewingtydperk in subklousule (1) van hierdie klousule voorgeskryf, mag nie saamval nie met, en 'n werkgewer mag nie sodanige kennis gee nie gedurende die werknemer se afwesigheid met jaarlikse verlof kragtens klousule 9 van hierdie Deel of gedurende 'n tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957.

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

(12) Vir die toepassing van subklousules (4), (5) en (8) van hierdie klousule, sluit "gewone weeklikse besoldiging" geen aanvullende loon in nie.

13. VERSEKERING VAN LONE IN GEVAL VAN BRAND

(1) Elke werkgewer moet 'n versekeringspolis by 'n geregistreerde versekeringsmaatskappy in stand hou wat voorsiening moet maak vir betaling van een week se loon aan alle werknemers van die werkgewer wat weens brand van werk ontneem word: Met dien verstande dat as werk vir 'n tydperk van minder as een week gestaak word, 'n pro rata-bedrag betaal moet word.

(2) Elke werkgewer wat 'n polis ingevolge subklousule (1) uitgeneem het, moet binne 14 dae nadat 'n agent van die Raad hom daarom versoek het, 'n sertifikaat van die versekeringsmaatskappy voorlê wat sertifiseer dat daar versekeringsdekking bestaan om aan die vereistes van subklousule (1) te voldoen en wat verder ook die tydperk meld waarvoor die polis geldig is.

(3) As 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 van inwerkingtreding van hierdie Ooreenkoms, of binne twee maande nadat hy tot die Nywerheid toetree, naamlik die jongste datum, 'n bedrag by die Raad deponeer wat gelyk is aan een week se lone vir alle werknemers in die bedryfsinrigting, en die Raad moet sodanige deposito in 'n spesiale trustbeleggingsrekening hou totdat dit vir so 'n betaling aan werknemers nodig is: Met dien verstande dat as dit nie aldus aan werknemers betaal moet word nie, dit die eiendom van die werkgewer is.

(4) Rente op alle sodanige geld wat belê word, val die algemene fondse van die Raad toe.

14. DIENSSERTIFIKATE

(1) Elke werkgewer moet aan elke werknemer wat sy diens na die inwerkingtreding van hierdie Ooreenkoms verlaat, 'n sertifikaat in die vorm van Aanhangsel A van Deel I van hierdie Ooreenkoms uitreik.

(2) Elke werknemer aan wie 'n sertifikaat ingevolge subklousule (1) hiervan uitgereik is, moet, wanneer hy ander diens in die Nywerheid aanvaar, die sertifikaat aan die werkgewer toon, en die werkgewer moet die sertifikaat in veilige bewaring hou solank sodanige werknemer in sy diens bly. Geen werkgewer mag 'n werknemer in diens neem nie, tensy sodanige werknemer so 'n sertifikaat toon, of 'n sertifikaat toon wat deur die sekretaris van 'n distrikskomitee of die Sekretaris van die Raad onderteken is en die vorige ondervinding van die aansoeker (as daar is) meld.

(3) By diensbeëindiging van 'n werknemer moet die werkgewer onmiddellik die oorblywende besonderhede op die werknemer se dienskaart invul, naamlik die datum van diensverlating, sy loon

length of employment. The completed card shall thereafter be initialed and handed to the employee on termination of services.

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

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

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

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

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

15. 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.

16. 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.

17. EXEMPTIONS

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

(2) The Council or Executive Committee shall fix in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council or Executive Committee may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption.

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

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

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

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

(5) No exemption from the provisions of clause 6 (1) (d) of this Part 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.

18. PERSONS UNDER 15 YEARS OF AGE

No employer shall require or permit any employee under the age of 15 years to work in an establishment.

19. AGENTS

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

op die datum van diensverlating en hoe lank hy in diens was. Die ingevulde kaart moet daarna geparafeer en by diensbeëindiging aan die werknemer oorhandig word.

(4) Elke werkgewer moet 'n sertifikaat in die vorm van Aanhangsel B van Deel I van hierdie Ooreenkoms aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, voorlê ten opsigte van elke werknemer wat sy diens verlaat. Sodanige sertifikate moet agtereenvolgens genommer word en die werkgewer moet 'n kopie van elk behou.

(5) As 'n aansoeker om werk 'n leerling is, moet die werkgewer van hom vereis om 'n geboortesertifikaat of ander bewys van ouderdom te verskaf.

(6) 'n Sertifikaat onderteken deur die Bantoesakekommissaris kan aanvaar word as bewys van die ouderdom van 'n Bantoe.

'n Werkgewer kan 'n skriftelike verklaring deur die werknemer se ouer of voog onderteken, as "bewys van ouderdom" aanvaar vir 'n tydperk van drie maande vanaf die datum waarop so 'n werknemer in diens tree en die werknemer moet gedurende sodanige tydperk 'n geboortesertifikaat toon. As die werknemer versuim om binne drie maande so 'n sertifikaat te toon, moet die werkgewer by die distrikskomitee of, waar daar geen distrikskomitee bestaan nie, by die Uitvoerende Komitee aansoek doen om vrystelling van hierdie subklousule.

'n Ondertekende verklaring van die werknemer mag nie as "bewys van ouderdom" aanvaar word nie.

15. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

16. ADMINISTRASIE VAN OOREENKOMS

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

17. VRYSTELLINGS

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

(2) Die Raad of Uitvoerende Komitee moet, ten opsigte van enigeen aan wie vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word asook die tydperk waarvoor sodanige vrystelling geldig is: Met dien verstande dat die Raad of Uitvoerende Komitee, as hy dit goeddink, nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek.

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

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

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

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

(5) Geen vrystelling van die bepalings van klousule 6 (1) (d) van hierdie Deel mag kragtens hierdie klousule verleen word nie aan of ten opsigte van 'n vroulike werknemer wat handwerk doen, buiten vir die verrigting van werk—

(a) wat weens 'n noodgeval noodsaaklik geword het; of
(b) wat nodig is om verlies van grondstowwe te voorkom wat onder verwerking is en wat gou kan bederf.

18. PERSONE ONDER DIE OUDEROM VAN 15 JAAR

Geen werkgewer kan van 'n werknemer onder die ouderdom van 15 jaar vereis of hom toelaat om in 'n bedryfsinrigting te werk nie.

19. AGENTE

Die Raad moet een of meer persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms. Dit is die plig van elke werkgewer om sodanige persone toe te laat om sy bedryfsinrigting binne te gaan en sodanige navrae te doen en sodanige dokumente, boeke, loonstate, betaalkoeverte en betaalkaarte te ondersoek en sodanige persone te ondervra as wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word.

20. EMPLOYMENT OF MEMBERS OF TRADE UNIONS

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

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

(3) Upon being requested, in writing, by an employee to do so, an employer shall deduct from the wages of that employee the amount of the employee's trade union subscriptions and shall, by the 15th day of each succeeding month hand the amount so deducted to the official appointed by the Trade Union to receive it or, alternatively, shall send it by post to the registered office of the Trade Union.

21. LICENSING OF LEARNERS ON CERTAIN OPERATIONS

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

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

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

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

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

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

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

22. 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 conditions, shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited, and the employer shall continue to pay such remuneration as if such engagement or employment had not been prohibited.

23. REGISTRATION OF EMPLOYERS

(1) Every employer who has not already done so in pursuance of any previous agreement shall, within one month from the date on which this Agreement comes into operation, and every employer entering the Industry after that date shall within one month of the date on which he starts business, forward to the Secretary of the District Committee for the area concerned, the following particulars, which shall be in writing and signed by the employer:

His full name, and if the employer is a partnership, the full name of all the partners, and, if the employer is a company, the full names of its secretary and its directors and managers, the name under and the address or addresses at which he carries on business.

(2) In the event of any change in the name under or the address or addresses at which business is carried on, or among the partners, or, if the employer is a company, of its secretary or among its directors or managers, or in the event of the sequestration of the employer's estate or if the employer is a company, of the winding up of the company, or in the event of the transfer or abondonment of the business carried on, or the acquisition or commencement of any other business, furnish the Secretary of the District Committee for the area concerned, within 14 days of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement, with a written statement setting forth full particulars of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement, as the case may be.

20. INDIENSNEMING VAN VAKVERENIGINGLEDE

(1) By die indiensneming van werknemers moet daar voorkeur gegee word aan lede van die vakverenigings, en werkgewers moet aan beamptes van die vakvereniging alle redelike fasiliteite verleen om organisasiewerk onder werknemers te doen.

(2) Die lede van die vakverenigings in elke bedryfsinrigting het die reg om een of meer vakverenigingverteenwoordigers en/of 'n vakverenigingkomitee uit hul geledere aan te stel ooreenkomstig die bepalings vir die aanstelling van vakverenigingverteenwoordigers en vakverenigingkomitees in die konstitusie van die betrokke vakvereniging, en die betrokke werkgewer moet sodanige vakverenigingverteenwoordigers en vakverenigingkomitees ten volle erken en redelike fasiliteite verskaf vir hul vergaderings en oorlegpleging met hulle oor sake in verband met geskille en werkvoorwaardes van die werknemers oor die algemeen.

(3) Wanneer 'n werkgewer skriftelik deur 'n werknemer daarom gevra word, moet hy die werknemer se ledegeld vir die vakvereniging aftrek van die loon van daardie werknemer, en die bedrag aldus afgetrek, teen die 15de dag van elke daaropvolgende maand oorhandig aan die beampte wat deur die vakvereniging aangestel is om dit te ontvang, of anders dit per pos aan die geregistreerde kantoor van die vakvereniging stuur.

21. LISENSIËRING VAN LEERLINGE VIR SEKERE WERKSAAMHEDE

(1) Die werkgewer moet om 'n lisensie om 'n leerling in diens te neem vir 'n werksaamheid vermeld in klousule 4 van Deel II van hierdie Ooreenkoms, by die Raad aansoek doen op die vorm wat die Raad voorskryf.

(2) Elke lisensie vermeld in subklousule (1) moet deur die Sekretaris van die Raad onderteken word, en moet die leerling se naam en ouderdom, die werksaamheid wat hy verrig, die minimum loon betaalbaar aan hom, die naam van die werkgewer en die tydperk waarvoor die lisensie geldig is, meld.

(3) Die Raad of die Uitvoerende Komitee kan, as hy dit goeddink, na een week skriftelike kennis aan die werkgewer en werknemer gegee is, 'n lisensie intrek wat kragtens hierdie klousule uitgereik is, afgesien daarvan of die tydperk waarvoor dit geldig is, verstryk het of nie.

(4) 'n Kopie van elke lisensie wat kragtens hierdie klousule uitgereik is, moet aan die werknemer gegee word.

(5) Wanneer die minimum loon betaalbaar aan 'n leerling in diens kragtens hierdie klousule bereken word, moet die lengte van al sy diens in die Nywerheid in aanmerking geneem word.

(6) Geen leerling in diens kragtens hierdie klousule kan sonder die goedkeuring van die Raad ontslaan word of sy werkgewer se diens verlaat nie.

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

22. VERBODE INDIENSNEMING

Ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling wat indiensneming of indienshouding van 'n werknemer vir enige klas werk of op enige voorwaardes verbied, geag die werkgewer te onthef van die verpligting om die besolddiging te betaal en die voorwaardes na te kom wat hy sou moes betaal en nakom indien sodanige indiensneming of indienshouding nie verbode was nie, en die werkgewer moet voortgaan om sodanige besoldiging te betaal asof sodanige indiensneming of indienshouding nie verbode was nie.

23. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer wat dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat die Nywerheid ná daardie datum betree, moet binne een maand vanaf die datum waarop hy met sy werksaamhede begin, die volgende besonderhede, wat op skrif gestel en deur die werkgewer onderteken moet word, aan die sekretaris van die distrikskomitee vir die betrokke gebied stuur:

Sy volle naam, en as die werkgewer 'n vennootskap is, die volle naam van al die vennote, en as die werkgewer 'n maatskappy is, die volle name van die sekretaris, direkteure en bestuurders van die maatskappy, die naam waaronder en die adres of adresse waar hy besigheid dryf.

(2) In die geval van 'n verandering in die naam waaronder of die adres of adresse waar besigheid gedryf word, of 'n verandering van vennote, of as die werkgewer 'n maatskappy is, van die sekretaris, direkteure of bestuurders, of in die geval van sekwestrasie van die werkgewer se boedel, of as die werkgewer 'n maatskappy is, van die likwidasie van die maatskappy, of as die besigheid wat gedryf word, oorgedra of daarvan afstand gedoen word, of as 'n ander saak verkry of begin word, moet die werkgewer binne 14 dae na sodanige verandering, sekwestrasie, likwidasie, oordrag, afstanddoening, verkryging of begin, die sekretaris van die distrikskomitee vir die betrokke gebied voorsien van 'n skriftelike staat met volle besonderhede van sodanige verandering, sekwestrasie, likwidasie, oordrag, afstanddoening, verkryging of begin, na gelang van die geval.

ANNEXURE A TO PART I

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

SERVICE CERTIFICATE

Surname..... Christian names.....
Address..... Provident Fund No.....
Signature of employee..... P.A.Y.E. No.....
Date of Birth..... Race.....
Sex.....

EXPERIENCE

Name of employer	Factory No.	Date of engagement	Wage	Date of leaving	Wage	Occupation	Length of employment			Left of own accord (Yes or No)	Employer's signature
							Years	Months	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 A VAN DEEL I

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

DIENSSERTIFIKAAT

Familienaam..... Voorname.....
Adres..... Voorsorgfondsnommer.....
Handtekening van werknemer..... L.B.S.-nommer.....
Geboortedatum..... Ras.....
Geslag.....

ONDERVINDING

Naam van werkgewer	Fabrieksnommer	Datum van indiensneming	Loon	Datum van diensverlating	Loon	Beroep	Lengte van diens			Diens uit eie beweging verlaat (Ja of Nee)	Werkgewer se handtekening
							Jaar	Maande	Dae		

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

ANNEXURE B TO PART I

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

SERVICE CERTIFICATE

No. of certificate.....

Section of the Industry.....
Name and address of employer.....

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

1. Surname (or Bantu name)..... Fund No.....
2. Christian names..... Tax No. (N).....
3. Address.....
4. Date of birth..... Sex..... Race.....
5. Operations.....
6. Wage paid at date of leaving..... Wage group (a) S.B.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 Benefit Fund:
    (a) Number of contributions to date.....
    (b) Benefit accrued to date..... hours.
    (c) Name of Sick Benefit Fund doctor.....

ssued at..... this..... day of..... 19.....

.....
Signature of employer/secretary

AANHANGSEL B VAN DEEL I

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

DIENSSERTIFIKAAT

No. van sertifikaat.....

Seksie 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 Bantoenaam).....
   Fondsnommer.....
2. Voorname.....Belastingnommer (N).....
3. Adres.....
4. Geboortedatum.....Geslag.....Ras.....
5. Werksaamhede.....
6. Loon betaal op datum van diensverlating.....
   Loongroep (a) Siektebystandsfonds.....(b) Bystandsfonds.....
7. Datum van diensaanvaarding.....
8. Datum van diensverlating.....
9. Diens uit eie beweging verlaat (Ja/Nee).....
10. Datum van laaste loonsverhoging kragtens Ooreenkoms.....
11. Die nommer van die dienssertifikaat uitgereik deur die vorige werkgewer (voeg naam in).....
    was.....
12. Siektebystandsfonds:
    (a) Getal bydraes tot op datum.....
    (b) Bystand opgeloop tot op datum.....uur.
    (c) Naam van Siektebystandsfondsdokter.....

Uitgereik te.....op hede die.....dag van.....19.....

.....
Handtekening van werkgewer/sekretaris

ANNEXURE C TO PART I

		Per week R
A.	Watchman	17,10
B.	Storeman and/or warehouseman, dispatch clerks	22,26
C.	Boiler attendants	17,10
D.	Motor vehicle drivers driving a vehicle authorised to carry or haul a pay-load of—	
	(i) under 2 722 kg	21,30
	(ii) 2 722 kg	22,26
	(iii) over 2 722 kg but not exceeding 4 536 kg	23,70
	(iv) over 4 536 kg but not exceeding 6 350 kg	28,14
E.	Minors employed on occupations for which rates have not been prescribed in this Agreement:	
	First six months	9,00
	Second six months	10,40
	Third six months	11,90
	Fourth six months	13,50
	Fifth six months	15,20
	Sixth six months	17,00
	Thereafter	18,60
F.	Cardboard box making operations:	
	(i) Guillotine and/or rotary cutting machine and/or scoring machine operated by—	
	(a) power	32,16
	(b) hand	25,92
	(ii) Cardboard boxmakers	17,00
	(iii) Making cardboard boxes, according to experience:	
	First six months	9,00
	Second six months	10,40
	Third six months	11,90
	Fourth six months	13,50
	Fifth six months	15,20
	Thereafter	17,00
G.	Employees employed on hand typesetting and printing labels on a printing machine	29,10
H.	Employees employed on weltmaking:	
	(a) Splitting, skiving, cutting, grooving and bevelling	19,92
	(b) All other operations	15,00
I.	Packers	16,00
J.	Employees employed on currying	25,08
K.	Employees employed on spraying of leather	29,04

AANHANGSEL C VAN DEEL I

		Per week R
A.	Wag	17,10
B.	Pakhuisman en/of magasynmeester, versendingsklerk	22,26
C.	Ketelbedieners	17,10
D.	Motorvoertuigdrywer wat 'n voertuig dryf wat gelisensieer is om 'n loonvrag te dra of te trek van—	
	(i) minder as 2 722 kg	21,30
	(ii) 2 722 kg	22,26
	(iii) meer as 2 722 kg maar hoogstens 4 536 kg	23,70
	(iv) meer as 4 536 kg maar hoogstens 6 350 kg	28,14
E.	Minderjariges in diens vir beroepe waarvoor daar nie in hierdie Ooreenkoms lone voorgeskryf word nie:	
	Eerste ses maande	9,00
	Tweede ses maande	10,40
	Derde ses maande	11,90
	Vierde ses maande	13,50
	Vyfde ses maande	15,20
	Sesde ses maande	17,00
	Daarna	18,60
F.	Werksaamhede in verband met die maak van kartondose:	
	(i) Guillotine en/of draaisnymes en/of kerfmasjien met—	
	(a) kragaandrywing	32,16
	(b) handaandrywing	25,92
	(ii) Kartondoosmakers	17,00
	(iii) Die maak van kartondose, volgens ondervinding:	
	Eerste ses maande	9,00
	Tweede ses maande	10,40
	Derde ses maande	11,90
	Vierde ses maande	13,50
	Vyfde ses maande	15,20
	Daarna	17,00
G.	Werknemers wat letters met die hand set en etikette met 'n drukmasjien druk	29,10
H.	Werknemers wat kantstrokies maak:	
	(a) Splits, skaaf-, sny, groewe maak en afskuins	19,92
	(b) Alle ander werksaamhede	15,00
I.	Verpakkers	16,00
J.	Werknemers wat breiwerk verrig	25,08
K.	Werknemers wat sproeiverf aan leer aanbring	29,04

ANNEXURE D TO PART I

GUARANTEE

I/We the undersigned, duly authorised thereto in my/our capacity as.....
of the.....
do hereby bind the said .....
in the sum of ..... Rand, South African currency, as sureties and co-principal debtors for the due payment to the National Industrial Council of the Leather Industry of South Africa by.....
of all moneys due, payable, or to become due and payable by him/them to the National Industrial Council of the Leather Industry of South Africa, to cover payment of leave allowances prescribed in clause 9 of Part I of the Agreement published in the Schedule to Government Notice R. 1076, dated 22 June 1973, and hereby renounce all the benefits from the legal exceptions of excussion and division, with the force of effect of which I/we hereby acknowledge myself/ourselves to be fully acquainted.

This guarantee is not negotiable or transferable and expires on 31 December 19...., subject to the National Industrial Council of the Leather Industry of South Africa being entitled to claim payment upon this guarantee, notwithstanding such expiry, for any of the said leave allowance due but unpaid at the said date of expiry of this guarantee.

Signed at..... this..... day of .....19.....

.....
Signature of guarantor

Witness: 1. .....
2. .....

PART II

SPECIAL PROVISIONS APPLICABLE TO THE FOOTWEAR SECTION OF THE LEATHER INDUSTRY

1. WAGES

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

2. WAGE INCENTIVE OR OTHER BONUS SCHEMES

(1) No employer shall require or permit an employee to work, share or take part in any wage incentive scheme or piece-work, nor to participate in any scheme for the payment of conditional bonuses unless such employer has by licence of exemption been duly authorised to do so. Such licence of exemption may be issued by the Council or by the Executive Committee of the Council upon such terms and conditions as the Council may from time to time prescribe.

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

3. DIFFERENTIAL RATES

(1) An employee may not be required to perform more than two operations specified in clause 1 (B), (D), (E) and (F) of Annexure A to this Part, for which wages of more than R20,58 per week are prescribed. Subject to the provisions of subclause (3) hereof, an employee who is employed on any two such operations shall be paid for each hour or part of an hour worked on each operation at not less than the hourly wage rate applicable to each such operation: Provided that—

(i) if an employee is employed during the whole of a week solely on an operation in respect of which a wage of more than R20,58 per week, is payable, such employee shall for the whole of that week be paid at not less than the rate prescribed for such operation;

(ii) if an employee is employed for more than four hours in the aggregate in any week on each of two operations for which different rates are prescribed in the Agreement he shall be paid at the hourly rate applicable to each operation in accordance with time worked thereon: Provided that such employee shall be paid for at least half his time at the higher rate;

(iii) if an employee operating under paragraph (ii) hereof works overtime on the lower rated operation the rate applicable to such overtime shall be 50 per cent of the higher rate and 50 per cent of the lower rate.

(2) An employee who is employed in any one day on any one of the operations mentioned in subclause (1) of this clause and also on one or more of the operations for which wages of

AANHANGSEL D VAN DEEL I

WAARBORG

Ek/Ons die ondergetekende(s), behoorlik daartoe gemagtig in my/ons hoedanigheid van.....
van die.....
bind hierby genoemde.....
ten bedrae van.....rand (Suid-Afrikaanse geld) as borge en medehoofskuldenaars vir betaling aan die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika deur.....
.....van alle gelde wat deur hom/hulle aan die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika betaalbaar is of word, om die betaling te dek van verloftoelaes voorgeskryf in klousule 9 van Deel I van die Ooreenkoms gepubliseer in die Bylae by Goewermentskennisgewing R. 1076 van 22 Junie 1973, en doen hierby afstand van alle voordele van uitwinning en skuldsplitsing en verklaar dat ek/ons ten volle op hoogte is van die betekenis en uitwerking daarvan.

Hierdie waarborg is nie verhandelbaar of oordraagbaar nie en verstryk op 31 Desember 19...., Ondanks sodanige verstryking is die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika geregtig om betaling ooreenkomstig hierdie waarborg te eis vir enige sodanige verloftoelae wat op sodanige verstrykingsdatum van hierdie waarborg verskuldig was maar nie betaal is nie.

Op hede die.....dag van.....19.....
te.....onderteken.

.....
Handtekening van borg

Getuie: 1. .....
2. .....

DEEL II

SPESIALE BEPALINGS VAN TOEPASSING OP DIE SKOEISELSEKSIE VAN DIE LEERNYWERHEID

1. LONE

Die loon voorgeskryf vir enige werksaamheid in Aanhangsel A van hierdie Deel is, afgesien van die afdeling waarin dit uitgevoer word, van toepassing op daardie werksaamheid.

2. AANSPORINGSLOON- OF ANDER BONUSSKEMAS

(1) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om in enige aansporingsloonskema of stukwerkstelsel te werk, daarin te deel of daaraan deel te neem nie, of om deel te neem aan enige skema vir die betaling van voorwaardelike bonusse nie, tensy sodanige werkgewer deur middel van 'n vrystellingsertifikaat behoorlik daartoe gemagtig is. Sodanige vrystellingsertifikaat kan deur die Raad of deur die Uitvoerende Komitee van die Raad uitgereik word op sodanige voorwaardes as wat die Raad van tyd tot tyd mag voorskryf.

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

3. DIFFERENSIËLE LONE

(1) Daar mag nie van 'n werknemer vereis word nie om meer as twee werksaamhede te verrig wat in klousule 1 (B), (D), (E) en (F) van Aanhangsel A van hierdie Deel gespesifiseer word en waarvoor hoër lone as R20,58 per week voorgeskryf word. Behoudens subklousule (3) hiervan, moet 'n werkgewer wat enige twee sodanige werksaamhede verrig, vir elke uur of gedeelte van 'n uur aan elke werksaamheid bestee, minstens die uurloon vir elke sodanige werksaamheid betaal word: Met dien verstande dat—

(i) as 'n werknemer 'n hele week lank uitsluitlik 'n werksaamheid verrig waarvoor 'n loon van meer as R20,58 per week betaalbaar is, so 'n werknemer vir daardie hele week minstens die loon voorgeskryf vir so 'n werksaamheid betaal moet word;

(ii) as 'n werknemer langer as altesaam vier uur per week aan elk van twee werksaamhede bestee waarvoor verskillende lone in die Ooreenkoms voorgeskryf word, hy teen die uurloon vir elke werksaamheid betaal moet word volgens die tyd wat hy daaraan bestee het: Met dien verstande dat so 'n werknemer vir minstens die helfte van sy tyd teen die hoër loon betaal moet word;

(iii) as 'n werknemer wat aan paragraaf (ii) hiervan onderworpe is, oortydwerk verrig in verband met die werksaamheid waarvoor 'n laer loon voorgeskryf is, die loon vir sodanige oortyd 50 persent van die hoër loon en 50 persent van die laer loon moet wees.

(2) 'n Werknemer wat op 'n bepaalde dag enigeen van die werksaamhede vermeld in subklousule (1) van hierdie klousule verrig en ook een of meer van die werksaamhede verrig waarvoor

R20,58 per week, or less are prescribed, shall be paid at the wage applicable to the higher or highest paid operation for the whole of the time worked in that day.

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

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

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

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

4. LICENSING OF LEARNERS ON CERTAIN OPERATIONS

No employer shall employ a learner upon clicking, sole cutting from leather, pulling over, machine-lasting (excluding seat lasting), welt sewing, sole sewing, sole stitching, rough rounding and channelling and edge trimming, except under licence issued by the Council or Executive Committee in terms of clause 21 of Part I of this Agreement, after the Council or Executive Committee has satisfied itself that proper facilities exist for the training of such learner.

5. UNQUALIFIED MALE ADULT EMPLOYEE

(1) A male employee over the age of 21 years who has been previously employed in the Industry for a period of not less than 12 months, and who in the opinion of the Council or Executive Committee is not able, owing to lack of experience, to perform satisfactorily an operation on which he is or is to be employed and for which the prescribed minimum wage is more than R20,58 per week may, with the approval of the Council or Executive Committee (which may act upon the prior recommendation of a District Committee where one exists for the area concerned), be employed on such operation as an unqualified male adult at less than the minimum wage prescribed in Annexure A of this Part: Provided that such lower wage shall not be less than the following:

	Per week R
During the first six months of employment.....	20,58
During the second six months of employment.....	21,54
During the next year of employment.....	22,98

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

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

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

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

'n loon van R20,58 per week of minder voorgeskryf word, moet vir al die tyd wat hy op daardie dag gewerk het, betaal word teen die loon vir die werksaamheid waarvoor die hoër of hoogste loon betaal word.

(3) (a) 'n Werknemer wat uitsnywerk verrig soos in klousule 1 (B) (i) van Aanhangsel A van hierdie Deel bepaal, van wie in 'n bepaalde week vereis word om buitestukke uit meer as een klas materiaal te sny, moet vir die uitsny van sodanige buitestukke betaal word asof hy al die tyd wat hy in daardie week in diens was, gewerk het met die materiaal waarvoor die hoër of hoogste loon betaal word. Tonge word vir hierdie doel nie as buitestukke beskou nie en hulle kan gesny word teen die loon voorgeskryf in genoemde subklousule (B) (i).

(b) 'n Gekwalifiseerde werknemer wat in 'n bepaalde week meer as een werksaamheid gespesifiseer in klousule 1 (C) van Aanhangsel A van hierdie Deel verrig, moet die loon betaal word wat hy sou verdien het as hy vir dieselfde tydperk uitsluitlik daardie werksaamhede verrig het waarvoor die hoër of hoogste loon betaal word.

(4) (a) Die werkgewer moet aan elke werknemer op wie hierdie klousule van toepassing is, 'n register verskaf in die vorm aangetoon in Aanhangsel B van hierdie Deel, en die werkgewer moet die werksaamheid verrig en die tye waarop elke werksaamheid begin en beëindig is, daarin aanteken. Die tye moet aangeteken word wanneer die werksaamheid begin en eindig. Die werknemer moet gewoonweg die register byhou, maar moet dit aan die werkgewer oorhandig wanneer hy dit vir registerdoeleindes nodig het.

(b) Waar geen registers ooreenkomstig paragraaf (a) van hierdie subklousule bygehou word nie, moet die werkgewer aan die betrokke werknemer vir al die tyd wat hy gedurende daardie week gewerk het die loon betaal wat van toepassing is op die werksaamheid waarvoor die hoër of hoogste loon voorgeskryf word.

4. LISENSIËRING VAN LEERLINGE WAT SEKERE WERKSAAMHEDE VERRIG

Geen werkgewer mag 'n leerling vir uitsnywerk, die sny van sole uit leer, oortrekwerk, leeswerk met 'n masjien (uitgesonderd leeswerk aan hakbeddings), die aannaai van kantstrokies, soolnaaiwerk soolstikwerk, ruwe afronding en groefsnywerk en die gladsny van rande, in diens neem nie, behalwe ooreenkomstig 'n lisensie wat deur die Raad of Uitvoerende Komitee ingevolge klousule 21 van Deel I van hierdie Ooreenkoms uitgereik is nadat die Raad of Uitvoerende Komitee homself oortuig het dat behoorlike fasiliteite vir die opleiding van so 'n leerling bestaan.

5. ONGEKWALIFISEERDE MANLIKE VOLWASSE WERKNEMERS

(1) 'n Manlike werknemer oor die ouderdom van 21 jaar, wat voorheen in die Nywerheid in diens was vir 'n tydperk van minstens 12 maande en na die mening van die Raad of Uitvoerende Komitee weens gebrek aan ondervinding nie in staat is nie om 'n werksaamheid bevredigend te verrig waarvoor hy gebruik word of gebruik gaan word en waarvoor die voorgeskrewe minimum loon meer as R20,58 per week is, kan, met die goedkeuring van die Raad of Uitvoerende Komitee (wat kan handel op aanbeveling van 'n distrikskomitee waar daar een vir die betrokke gebied bestaan), so 'n werksaamheid as 'n ongekwalifiseerde manlike volwassene verrig teen minder as die minimum loon voorgeskryf in Aanhangsel A van hierdie Deel: Met dien verstande dat sodanige laer loon nie minder as die volgende mag wees nie:

	Per week R
Gedurende die eerste ses maande diens.....	20,58
Gedurende die tweede ses maande diens.....	21,54
Gedurende die volgende jaar diens.....	22,98

en daarna moet hy die voorgeskrewe loon ontvang vir die werksaamheid wat hy verrig: Met dien verstande dat niks in hierdie klousule die uitwerking mag hê dat 'n korter tydperk as twee jaar nie toegelaat word nie: Voorts met dien verstande dat waar dit nie moontlik is om die goedkeuring van die Raad of Uitvoerende Komitee vooraf te kry nie, 'n werknemer ten opsigte van wie aansoek gedoen is om toestemming om as ongekwalifiseerde manlike volwassene kragtens hierdie subklousule te werk, met ingang van die datum waarop hy met sodanige werksaamheid begin, minstens die loon betaal moet word wat die distrikskomitee voorskryf.

As die Raad of Uitvoerende Komitee bepaal dat hy 'n hoër loon moet ontvang as dié deur die distrikskomitee voorgeskryf, tree sodanige hoër loon in werking met ingang van die datum van die Raad of Uitvoerende Komitee se besluit.

As die Raad of Uitvoerende Komitee die aansoek weier, kan agterstallige lone slegs bepaal word vir die tydperk van langer as ses weke met ingang van die datum waarop daar met die werksaamheid begin is.

(2) 'n Lisensie om 'n ongekwalifiseerde volwasse manlike werknemer kragtens subklousule (1) in diens te neem, moet uitgereik word ten opsigte van elke aansoek deur die Raad of Uitvoerende Komitee goedgekeur, en 'n kopie daarvan moet aan die werknemer oorhandig word.

(3) Ratio of employees:

(a) The number of unqualified male adults employed in terms of subclause (1) in an establishment shall not at any time exceed one such employee to each 20 or part of 20 other employees (excluding learners) receiving more than R20,58 per week, on operations within clauses (B), (D), (E) and (F) of Annexure A to this Part.

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

6. TOOLS

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

ANNEXURE A TO PART II OF THE AGREEMENT

CLAUSE 1.—FOOTWEAR, NOT ELSEWHERE SPECIFIED

(A) PATTERN DEPARTMENT

	Per week R
(i) Qualified employees employed as pattern cutters producing original standards and hand grading to restrictions, and/or shoe draughtsmen.....	36,42
(ii) Qualified employees—	
(a) employed on hand grading but not not to restrictions and not producing original standards...	30,78
(b) employed on grading machines.....	30,78
(c) employed on making original lining pattern from upper patterns, where no last copies or original standards are produced.....	30,78
(iii) Qualified employees on any operation not specified in (i) and (ii) hereof.....	24,36

(B) CLICKING DEPARTMENT

Qualified employees on:

(i) Clicking and cutting uppers by hand or machine:

(a) Vegetable or chrome split, vegetable or semi-chrome kip, suede chrome kip and vegetable tanned sheepskins and goatskins..... White full chrome kip for the production of whole-cuts, bluchers and veldschoens only, but excluding miners' and miners' type footwear (all South African tannage)..... Children's work, any material, all sizes up to and including size 1½ and all leather slippers (men's, women's and children's).....	32,16
(b) Any other materials.....	36,42

Ratio.—For every four or part of four qualified clickers there may be employed not more than one learner.

"Part of four" shall mean a remainder of not less than one after the total number of qualified clickers has been divided by four.

(c) Upper leather sorter, grading and/or sorting for quality for issue to clickers.....	36,42
(ii) Lining, sock and fitting cutting, and/or small trimmings and/or cut-outs died out by clicking press, revolution press, eccentric press or mallet: Cutting from offal of inside tongues and narrow backstraps for children's, youths' and maids' stitchdowns of Oxford and Derby patterns.....	25,08

All other tongue and backstrap cutting shall be paid for at the rate applicable to clicking of the materials in terms of paragraph (i) hereof.

Note.—A trimming is a decoration not being an essential part of the shoe upper.

In the event of any disputes as to what comprises a "small trimming" the Council's decision shall after investigation, be final.

Ratio.—For every qualified employee in this section there may be employed not more than two learners at wages in accordance with the scale laid down for learners in clause 1 (H) of this Annexure.

(3) Getalsverhouding van werknemers:

(a) Die getal ongekwalifiseerde manlike volwassenes wat kragtens subklousule (1) in 'n bedryfsinrigting in diens is, mag nooit meer wees nie as een sodanige werknemer vir elke 20 of gedeelte van 20 ander werknemers (uitgesonderd leerlinge) wat meer as R20,58 per week ontvang vir werksaamhede vermeld in klousules (B), (D), (E), en (F) van Aanhangsel A van hierdie Deel.

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

6. GEREEDSKAP

Die werkgewer moet alle gereedskap kosteloos verskaf.

AANHANGSEL A VAN DEEL II VAN DIE OOREENKOMS

KLOUSULE 1.—SKOEISEL, NIE ELDERS GESPESIFISEER NIE

(A) PATROONAFDELING

	Per week R
(i) Gekwalifiseerde werknemers in diens as patroonsnyers wat oorspronklike ontwerpe produseer en volgens beperkings met die hand gradeer, en/of skoentekenaars.....	36,42
(ii) Gekwalifiseerde werknemers wat—	
(a) met die hand, maar nie volgens beperkings nie, gradeer en wat nie oorspronklike ontwerpe produseer nie.....	30,78
(b) met gradeermasjiene werk.....	30,78
(c) oorspronklike voeringpatrone volgens boleerpatrone maak in gevalle waar daar geen leeskopieë of oorspronklike ontwerpe geproduseer word nie.....	30,78
(iii) Gekwalifiseerde werknemers wat enige werksaamheid verrig wat nie in (i) en (ii) hiervan gespesifiseer word nie.....	24,36

(B) UITSNYAFDELING

Gekwalifiseerde werknemers in diens vir:

(i) Die uitsny of sny van boleer met die hand of 'n masjien:

(a) Basgelooide of chroomgelooide splitleer, basgelooide of halfchroomgelooide kalfsvel, chroomgelooide suédekalfsvel en basgelooide skaap- of bokvelle..... Wit kalfsvel wat ten volle chroomgelooi is vir die vervaardiging van skoene uit een stuk gesny, bluchers en velskoene alleenlik, maar uitgesonderd skoeisel vir mynwerkers en skoeisel van die mynwerkerstipe (almal in Suid-Afrika gelooi)..... Kinderskoeisel, enige materiaal, alle nommers tot en met No. 1½ en alle leerpantoffels (vir mans, vroue en kinders).....	32,16
(b) Alle ander materiale.....	36,42

Getalsverhouding.—Hoogstens een leerling mag in diens geneem word vir elke vier of gedeelte van vier gekwalifiseerde uitsnyers.

"Gedeelte van vier" beteken 'n res van minstens een nadat die totale getal gekwalifiseerde uitsnyers deur vier gedeel is.

(c) Boleersorteerder, gradering en/of sortering volgens gehalte vir uitreiking aan uitsnyers....	36,42
(ii) Voering-, binnesool- en passnywerk en/of klein tooisels aanbring en/of uitsnydings met 'n uitsnypers, revolusiepers, eksentriekpers of houthamer uitgepons. Binnetonge en smal agterlissies uit afvalstukke sny vir buitenaatskoene van die Oxford- en Derbypatroon vir kinders, seuns en meisies.....	25,08

Vir alle ander snywerk in verband met tonge en agterlissies moet daar betaal word teen die skaal van toepassing op die uitsny van materiaal ooreenkomstig paragraaf (i) hiervan.

Opmerking.—'n Tooisel is 'n versiering wat nie 'n noodsaaklike deel van die skoen se boleer uitmaak nie.

As daar 'n geskil ontstaan oor wat 'n "klein tooisel" uitmaak, is die Raad se beslissing, na ondersoek, finaal.

Getalsverhouding.—Daar mag hoogstens twee leerlinge teen lone ooreenkomstig die skaal voorgeskryf vir leerlinge in klousule 1 (H) van hierdie Aanhangsel in diens geneem word vir elke gekwalifiseerde werknemer in hierdie seksie.

	Per week R
(iii) Strap cutting to length from continuous rolls or hanks of pre-prepared material	25,08
(iv) Cut-outs died out by Western type cut-out machine	22,26
(v) Giving out patterns Operating splitting machine	24,36
(vi) Size stamping and/or painting Applying acme-backing	20,58

(C) CLOSING DEPARTMENT

Qualified employees on:

(i) Puritan machining	26,52
(ii) Stitching aprons on uppers on out-sole stitching machines	26,52
(iii) Pilot machining	25,08
(iv) Other machining and/or high frequency welding:	
(a) All closing operations on vegetable and chrome split, vegetable and semi-chrome kip, suede and chrome kip lining machining White full chrome kip for the production only of whole-cuts, bluchers, and veldschoens, but excluding miners' and miners' type footwear (all of South African tannage)	20,00
(b) Operations on leathers other than those specified in (a): Vamping Machining additional rows of stitching on the vamp parallel to the vamp stitching Golosh machining (whole goloshes) Fancy shoes on the held-together system, machined through (all classes) Fancy machining on the held-together system, including collars, cut-outs, overlays and fancy pattern stitching without markers Running round or any operation on post-trimming machine, excluding Oxford and Derby pattern Derby-sides Vamping shoes with quarters over vamps	22,75
(c) Operations other than those specified in (a) and (b) above, including attaching binding for French binding on flat or post machine and including handlacing of two upper components to form a seam	22,75
(d) All operations on children's work up to size 1½ All leather slippers (men's, women's and children's) All operations on box hide and willow hide (excluding goloshing, fancy work and miners' and/or miners' type)	20,00
(v) Eyeletting, riveting, perforating, skiving, folding and burnishing by machine or hand	22,75
(vi) Flat binding Bagging Turning of binding Buckle and button fastening Button holing Lacing Hand punching Staying and taping Seam rubbing Seam hammering Sewing on bows and buckles by hand or machine Silk screen printing Table hands	20,00

(D) ROUGH STUFF DEPARTMENT

Class I Operations

Qualified employees:

(i) As sole cutters from leather On sorting and fitting up ungraded and unstamped stock On sorting graded and stamped stock	34,98
(ii) As cutters of insoles, stiffeners, throughs, runners and puffs from leather other than split and sole cutters of material other than leather On reducing shaped rubber soles on the press	30,78

[Ratio—See subclause (K)]

	Per week R
(iii) Bandjies volgens lengte uit deurlopende rolle of stringe voorafvervaardigde materiaal sny	25,08
(iv) Uitsnydings met 'n uitsnymasjien van die Westerntipe uitpons	22,26
(v) Patrone uitreik Splitsmasjien bedien	24,36
(vi) Nommers stempel en/of verf Acme-agterstukke aanbring	20,58

(C) STIKAFDELING

Gekwalifiseerde werknemers in diens vir:

(i) Puritan-masjienwerk	26,52
(ii) Die stik van leerstroke op boleer met buitesoolstikmasjiene	26,52
(iii) Proefnaaimasjienwerk	25,08
(iv) Ander masjienwerk en/of hoëfrekwensiesmeewerk:	
(a) Alle stikwerk aan bas- en chroomgelooide splitleer, bas- en halfchroomgelooide kalfsvel, suéde en chroomgelooide kalfsvelvoeringmasjienwerk Wit kalfsvel wat ten volle chroomgelooi is vir die vervaardiging van slegs skoene uit een stuk gesny, bluchers en velskoene, maar uitgesonderd skoeisel vir mynwerkers en skoeisel van die mynwerkerstipe (almal in Suid-Afrika gelooi)	20,00
(b) Werksaamhede in verband met ander soorte leer as dié in (a) gespesifiseer: Voorstukke vasstik Bykomende rye op die voorstuk, parallel met die voorstukstikwerk, met 'n masjien stik Oorskoene masjineer (hele oorskoene) Fantasieskoene volgens die saamhoustelsel heeltemal met masjien gestik (alle soorte) Fantasie-masjienwerk volgens die saamhoustelsel, met inbegrip van krae, uitsnydings, belegsels en sierpatroon-stikwerk sonder merkers Randwerk of enige werksaamheid met natooimasjien, uitgesonderd Derby-sykante van die Oxford-/en Derby-patroon Voorstukke van skoene vasstik met hielstukke oor die voorstukke	22,75
(c) Werksaamhede, uitgesonderd dié in (a) en (b) hierbo gespesifiseer, met inbegrip van die aanbring van bindstukke vir Franse bindwerk op plet- of afwerkmasjien en die vasryg van twee boonste samestellende dele met die hand om 'n soom te vorm	22,75
(d) Alle werksaamhede in verband met kinderskoeisel tot No. 1½ Alle leerpantoffels (vir mans, vroue en kinders) Alle werksaamhede in verband met swart en bruin kalfsleer (uitgesonderd stikwerk aan oorskoene, fantasiewerk en werk aan skoeisel vir mynwerkers en/of skoeisel van die mynwerkstipe)	20,00
(v) Vetergate maak, klinkwerk doen, perforeerwerk doen, skaaf, vou en bruineer met die hand of 'n masjien	22,75
(vi) Plat bindwerk Omdopping Omdraai van bindwerk Aanwerk van gespes en knope Die maak van knoopsgate Vasrygwerk Handponswerk Die aanwerk van stutte en bande Naat-vryfwerk Naatplatslaanwerk Strikke en gespes met die hand of 'n masjien vasnaai Syskermdrukwerk Tafelwerkers	20,00

(D) SOOL- EN HAKAFDELING

Klas I-werksaamhede

Gekwalifiseerde werknemers in diens:

(i) Om sole uit leer te sny Om ongegradeerde en ongestempelde voorrade te sorteer en te pas Om gegradeerde en gestempelde voorrade te sorteer	34,98
(ii) Om binnesole, verstywers, deurlopers, middelsole en neusverstywing uit ander leer as splitsleer te sny, en om sole uit ander materiaal as leer te sny Vir die dunner maak van gefatsoeneerde rubber sole op 'n pers	30,78

[Getalsverhouding—Kyk subklousule (K)]

Class II Operations

Qualified employees on:

(i) Channelling:

	Per week R
Welted insoles	25,08
Other work	25,08
(ii) Press cutting operations other than those in Class I	25,80
(iii) Assembling from stock whether or not sorted and/or graded; Attaching ribs to welted insoles; Flap splitting; Gemming and taping; Heel breasting; Heel building; Heel compressing; Slugging; Sole and insole rounding; Sole grooving, sole roughening and reducing on an automatic machine; Tip filling; Cutting and shaping from wood of a combined unit forming a foot-shaped base	24,36

[Ratio—See subclause (K)]

Class III Operations

Qualified employees on:

Channel opening; Edge covering; Edge reducing; Automatic edge preparation machine for soles prior to attachment; Flexing; Insole feathering; Insole grooving; Insole slotting; Insole marking; Lift and/or rand tacking; Lip turning; Press room scouring operations; Shank assembling; Shank moulding; Skiving; Size stamping; Sole, insole and stiffener moulding; Sole and insole splitting; Sole grading machine operating; Sole roughening for stuck-on work; Solutioning; Stiffener waxing and crimping; Welt preparation	20,58

[Ratio—See subclause (K)]

(E) MAKING DEPARTMENT

Class I Operations

Qualified employees on:

(i) Pulling over, Consol lasting and/or Littleway lasting:	
(a) Welted work other than staple welted work	34,98
(b) Riveted and/or riveted and stitched work, excluding miners' and miners' type and army boots	30,78
(c) Combined pulling over and forepart lasting	34,98
(d) All other grades	34,98
(ii) Bed lasting (toes only):	
(a) Welted work other than staple welted work	34,98
(b) Other work	34,98
(iii) Lasting of seats and sides by any machine:	
(a) Welted work other than staple welted work	27,90
(b) Other work	27,90

Note.—If a lasting machine operator is required to last boots or shoes through (i.e. seats and/or sides and toes), he shall be paid at the highest rate and no differential rates may be applied.

If a pullover and/or Consol lasting machine operator is required on any one day to work on pulling over and lasting toes, seat and/or sides, he shall be paid at the highest rate and no differential rate shall be applied.

Klas II-werksaamhede

Gekwalifiseerde werknemers in diens vir:

(i) Groefsnywerk:

	Per week R
Binnesole waaraan kantstrokies genaai is	25,08
Ander werk	25,08
(ii) Perssnywerk, uitgesonderd dié in klas I	25,80
(iii) Monteerwerk met voorrade, afgesien daarvan of dit gesorteer en/of gegradeer is of nie; Die aanbring van ribbes aan binnesole waaraan kantstrokies genaai is; Klapsplitswerk; Die aanbring van versterkings en bande; Hak-vormwerk; Die maak van hakke; Die pers van hakke; Die inslaan van groot spykers; Die afronding van sole en binnesole; Die maak van groewe in sole, sole op 'n outomatiese masjien grof en dunner maak; Die vul van punte; Uit hout 'n saamgestelde eenheid sny om 'n voetvormige basis te fatsoeneer	24,36

[Getalsverhouding—Kyk subklousule (K)]

Klas III-werksaamhede

Gekwalifiseerde werknemers in diens vir:

Die oopsny van groewe; Die bedekking van rande; Die afwerk van rande; Die bediening van 'n masjien wat die rande van sole outomaties voorberei voordat dit vasgesit word; Buigwerk; Die afwerk van binnesole; Die maak van groewe in binnesole; Die maak van gleuwe in binnesole; Die merk van binnesole; Die vasspyker van haklagies en/of hakstrokies; Die omkeer van rande; Skuurwerk in perskamer; Die aanmekaarsit van brugstukke; Die giet van brugstukke; Skaafwerk; Die stempel van nommers; Die giet van sole, binnesole en verstywers; Die splits van sole en binnesole; Bediening van soolgradeermasjien; Die rofmaak van sole vir aanplakwerk; Die aansmeer van rubberlym; Die vorm van verstywers en die smeer van was daaraan Die bereiding van kantstrokies	20,58

[Getalsverhouding—Kyk subklousule (K)]

(E) MAAKAFDELING

Klas I-werksaamhede

Gekwalifiseerde werknemers in diens vir:

(i) Oortrekwerk, "Consol"-leeswerk en/of "Littleway"-leeswerk:	
(a) Werk in verband met kantstrokies, uitgesonderd kantstrokies met krammetjies vasgeheg	34,98
(b) Klinkwerk en/of klink- en rygwerk, uitgesonderd in verband mets koeisel vir mynwerkers of skoeisel van die mynwerkerstipe en militêre stewels	30,78
(c) Gekombineerde oortrekwerk en leeswerk aan oorkante	34,98
(d) Alle ander grade	34,98
(ii) Leeswerk aan beddings (slegs neuse):	
(a) Werk in verband met kantstrokies, uitgesonderd kantstrokies met krammetjies vasgeheg	34,98
(b) Ander werk	34,98
(iii) Leeswerk aan hakbeddings en kante met enige masjien:	
(a) Werk in verband met kantstrokies, uitgesonderd kantstrokies met krammetjies vasgeheg	27,90
(b) Ander werk	27,90

Opmerking.—As daar van 'n leesmasjienbediener vereis word om die hakbeddings en/of kante en neuse van stewels en skoene te lees, moet die hoogste loon aan hom betaal word en mag geen differensiële lone toegepas word nie.

As daar van 'n oortrek- en/of "Consol"-masjienbediener vereis word om op 'n bepaalde dag oortrek- en leeswerk aan neuse, hakbeddings en/of kante te doen, moet die hoogste loon aan hom betaal word en mag geen differensiële lone toegepas word nie.

	Per week R
(iv) Complete sole attaching by staple machine..... Staple welt attaching.....	25,08
(v) Welt sewing	34,98
(vi) Rough rounding:	
(a) Welted work other than staple welted work....	34,98
(b) Other work.....	34,98
(vii) Sole sewing.....	34,98
(viii) Sole stitching:	
(a) Welted work other than staple welted work..	34,98
(b) Stitching outer soles to runners on Indian sandals on a No. 6 harness stitching machine...	30,78
(c) Other work.....	34,98
(ix) (a) Stitchdown staple lasting.....	25,08
(b) Stitchdown thread lasting.....	25,08
(c) Stitchdown toe forming.....	25,08
(d) Wiping platform covers by machine.....	25,08
(e) Lasting operations on a Kamborian machine..	25,08
(x) Pounding:	
Note.—No employee under the age of 18 years may be employed upon pounding.	
(a) Welted work other than staple welted work..	29,34
(b) Miners' and miners' type and army type boots.. "Army type boots" means the heavy type of boot involving the same strenuous pounding as contract army boots.	32,16
(c) Other work.....	29,34

[*Ratios: Class I Operations: Making Department*

(i) For every three or part of three qualified employees in pulling over, machine and/or bed lasting (excluding seat and side lasting), welt and/or sole sewing, stitching and rough rounding, there may be employed not more than one learner.

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

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

Class II Operations

Qualified employees on—

(i) sole positioning on upper with pre-finished extended welt edge.....	26,52
(ii) positioning of pretrimmed soles prior to and/or with stuck-on press.....	25,80
(iii) stuck-on process work:	
Sole positioning on upper and press, operating in one operation.....	24,36
Sole positioning on upper at forepart and seat before pressing.....	
Press operating with sole previously positioned (see Class III for tacking at seat only).....	
Stitching soles together by machine other than the rapid stitcher prior to being attached to footwear, but excluding miners' and miners' type footwear..	
Stitchdown assembling or pulling over stitchdown work.....	
Hobnailing by hand or machine.....	
Putting on toe plates and heel tips by hand or machine.....	
Heel attaching.....	
Football boot studding and barring.....	
Hand levelling other than stitchdown.....	
Inseam trimming.....	
Jointing (clearing linings and tacking upper down over joints).....	
Loose nailing or pegging foreparts and waists....	
Louis flap trimming by hand.....	
Machine levelling....	
Screwing.....	
Sole attaching, machine-sewn, riveted and/or riveted and stitched work.....	
Sole adhesive heat activating by machine.....	
Stiffener cornering and tacking.....	
Stitch separating.....	

	Per week R
(iv) Die vassit van hele sole met 'n krammasjien..... Randsole vaskram.....	25,08
(v) Die vasnaai van kantstrokies.....	34,98
(vi) Ruwe afronding:	
(a) Werk in verband met kantstrokies, uitgesonderd kantstrokies met krammetjies vasgesit....	34,98
(b) Ander werk.....	34,98
(vii) Die vasnaai van sole.....	34,98
(viii) Die vasstik van sole:	
(a) Werk in verband met kantstrokies, uitgesonderd kantstrokies met krammetjies vasgesit.....	34,98
(b) Buitesole aan lopers van Indiërsandale op No. 6-buigstikmasjien stik.....	30,78
(c) Ander werk.....	34,98
(ix) (a) Boleer aan sole op lees vaskram.....	25,08
(b) Boleer aan sole op lees met gare vaswerk....	25,08
(c) Neuse van buitenaatskoene vorm.....	25,08
(d) Buitesoolbedekkings met 'n masjien vee.....	25,08
(e) Leeswerk op 'n "Kamborian"-masjien.....	25,08
(x) Klopwerk:	
Opmerking.—Geen werknemers onder die ouderdom van 18 jaar mag klopwerk verrig nie.	
(a) Werk in verband met kantstrokies, uitgesonderd kantstrokies met krammetjies vasgesit....	29,34
(b) Mynwerkerskoeisel en skoeisel van die mynwerkstipe en stewels van die militêre tipe.... "Stewels van die militêre tipe" beteken die tipe stewel wat klopwerk vereis wat net so veeleisend is as klopwerk in verband met militêre stewels wat op kontrak gemaak word.	32,16
(c) Ander werk.....	29,34

[*Getalsverhouding: Klas I-werksaamhede: Maak Departement*

(i) Vir elke drie of gedeelte van drie gekwalifiseerde werknemers wat oortrekwerk, masjienleeswerk en/of leeswerk aan beddings (uitgesonderd leeswerk aan hakbeddings en kantstukke), naaiwerk aan kantstrokies en/of sole, stikwerk en ruwe afrondingswerk verrig, mag daar hoogstens een leerling in diens geneem word.

(ii) Vir elke drie of gedeelte van drie gekwalifiseerde werknemers wat werksaamhede, uitgesonderd dié vermeld in (i), verrig, mag een leerling in diens geneem word

(iii) "Gedeelte van drie" vermeld in (i) en (ii) beteken 'n res van minstens twee nadat die totale getal gekwalifiseerde werknemers deur drie gedeel is.]

Klas II-werksaamhede

Gekwalifiseerde werknemers wat—

(i) sole op boleer in posisie plaas met vooraf afgewerkte kantstrokie met 'n verlengde rand.....	26,52
(ii) vooraf getooide sole in posisie plaas voordat en/of wanneer dit met pers vasgeplak word.....	25,80
(iii) vasplakwerk verrig:	
Sole terselfdertyd op boleer en pers in posisie plaas	24,36
Sool op voorkant en hakbedding van boleer in posisie plaas voordat dit gepers word.....	
'n Pers bedien, waar sole vooraf in posisie geplaas is (sien klas III vir vasspyker van slegs hakbedding).....	
Sole met 'n ander masjien as 'n snelstikmasjien aanmekaarstik voordat dit aan die skoen vasgeheg word, maar uitgesonderd mynwerkerskoeisel en skoeisel van die mynwerkerstipe....	
Buitenaatskoene aanmekaarsit of oortrek.....	
Dikkopspykers met die hand of 'n masjien inslaan	
Toonplate en hakskerms met die hand of 'n masjien aanbring.....	
Hakke aansit.....	
Soolknoppies en dwarsstrokies aan voetbalstewels sit.....	
Gelykmaking met die hand, uitgesonderd buitenaatskoene.....	
Binnenate afwerk.....	
Voegwerk (voerings skoonmaak en boleer oor voeë vasspyker).....	
Losspyker of vaspen van voorkante en middel stukke.....	
Louis-klappe met die hand afwerk.....	
Gelykmaking met 'n masjien.....	
Vasskroefwerk.....	
Masjiengenaaide, geklinkte en/of geklinkte en gestikte sole vassit.....	
Sole aanplak met kleefmiddel deur 'n masjien verhit	
Hoeke van verstywers maak en verstywers vasspyker.....	

	Per week R
String nailing Tacking forward of heel seats Upper roughening Waist reducing after being sewn Woodheel fitting Welt butting and skiving Welt wheeling Rand welting by machine Slugging and gang slugging Attaching rand welting or foxing whether vertical or horizontal or a combination thereof by hand or machine Back part and waist premoulding	24,36

(iv) Vulcanising process:

Vulcanising and/or injection moulding soles to lasted uppers Rand welting by machine	24,36

[Ratio—See subclause (K)]

Class III Operations

Qualified employees on:

Beating Application by machine of hardening resins to puffs Bottom filling Channel closing and edge raising Feeding nails to heeling machine Hand levelling of stitchdowns Heel covering Inserting stiffeners and puffs Louis heel flap clamping, Louis heel slicking Louis heel flap trimming by machine Reverse seat moulding for stitchdowns Seat nailing and/or pegging Seat rounding Shank attaching Sole tacking at seat for stuck on process Solutioning, damp and pasting Sorting hobs Sole laying welted work and/or rubber soles Sole tacking or sole fitting throughs and runners Tack pulling Tacking bottom stock to lasts Tacking over backs before pulling over on closed back shoes, tacks being placed not further than 25 mm from middle of back of heel seat (see illustration)	20,58



Tacking over sandal backs where no stiffener is inserted Tacking top pieces on stitchdowns and sandals All other wire grip tacking Upper stapling after lasting sides Upper trimming Plastic pelletising and granulating Back part moulding	20,58

[Ratio—See subclause (K)]

Hand-lasting Operations

Qualified employees on:

(i) Pulling over by hand and/or hand lasting miners' or miners' type footwear	30,78

Note.—There shall be no quantum or supplementary wage allowed for the hand-lasting of miners' and miners' type footwear.

	Per week R
Steke skei Draadspykerwerk Hakbeddings vorentoe vasspyker Rofmaak van boleer Middelstukke kleiner maak nadat dit genaai is Houthakke pas Kantstrokies uitklop en skaaf Draaiwerk aan kantstrokies Kantstrokies met 'n masjien aan hakstrokies heg Groot spykers inslaan en veelvuldige inslaan van groot spykers Hakkantstrokies of sierstrokies, hetsy vertikaal of horisontaal of 'n kombinasie daarvan, met die hand of 'n masjien vasheg Voorgietwerk aan agterkant en middelstuk	24,36

(iv) Vulkaniseerproses:

Vulkanisering en/of spuitgiet van sole aan geleesde boleer Kantstrokies met 'n masjien aan hakstrokies heg	24,36

[Getalsverhouding—Kyk subklousule (K)]

Klas III-werksaamhede

Gekwalifiseerde werknemers in diens vir:

Klopwerk Aanbring van verhardingsharse aan neusverstywing met 'n masjien Vul van ondersole Toemaak van groewe en oplig van rande Voer van spykers aan masjien wat hakke vassit Gelykmaak van buitenate met die hand Oortrek van hakke Insit van verstywers en neusverstywing Die klamp van Louis-hakklappe, die gladmaak van Louis-hakke Die afwerking van Louis-hakklappe met 'n masjien Aweregse bevestiging van boleer op hakbedding Vasspyker en/of vaspen van hakbeddings Afronding van hakbeddings Aansit van brugstukke Sool aan hakbedding spyker vir plakproses Aansmeer van rubberlym, bevogtiging en vasplak Sortering van dikkopspykers Soollêwerk in verband met kantstrokies en/of rubbersole Vasspyker of pas van deurlopers en middelsole aan sole Uittrek van spykers Vasspyker van onderwerk aan lees Inslaan van spykers in agterstukke voordat dit oorgetrek word op skoene met toe agterstukke, waar spykers hoogstens 25 mm van die middel van die agterkant van die hakbedding geplaas word (kyk tekening)	20,58



Inslaan van spykers in sandaal-agterstukke, waar geen verstywers ingesit word nie Vasspyker van bostukke aan buitenaatskoene en sandale Alle ander draadkramwerk Vaskram van boleer nadat kantstukke gelees is Afwerk van boleer Pastilleer en granuleer van plastiek Fatsoeneer van agterkante	20,58

[Getalsverhouding—Kyk subklousule (K)]

Handleeswerksaamhede

Gekwalifiseerde werknemers in diens vir:

(i) Oortrekwerk met die hand en/of handleeswerk aan mynwerkerskoeisel of skoeisel van die mynwerkerstipe	30,78

Opmerking.—Daar is geen kwantum of aanvullende loon vir handleeswerk aan mynwerkerskoeisel of skoeisel van die mynwerkerstipe nie.

	Per week R
(ii) Other pulling over by hand and/or hand-lasting.... Hand-lasting seats of stitchdowns..... Hand-lasting in the manufacture of clogs..... Bench work such as riveting, putting on soles, and/or heels by hand, including rubber quarter tipes.. Tacking leather straps to wooden soles.....	24,36

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

(F) FINISHING DEPARTMENT

Class I Operations

Qualified employees on:

(i) Edge trimming:	
(a) Riveted and or riveted and stitched work, but excluding miners' and miners' type and army boots..... Rubber and rubber composition soles..... Childrens' footwear up to and including size 1½ All slippers (men's, women's and children's) Stitchdown footwear produced from box hide and willow hide.....	30,78
(b) All other work.....	34,98
(ii) Edge setting:	
(a) Riveted and/or riveted and stitched work, but excluding miners' and miners' type and army boots..... Through runners..... Waists and/or top pieces..... Childrens' footwear, all sizes up to and including size 1½..... All slippers (men's, women's and children's).. Stitchdown footwear produced from box hide and willow hide.....	25,08
(b) Automatic edge-setting machine, all grades....	30,78
(c) All other work.....	30,78
(iii) Heel trimming.....	25,08

[Ratio.—See subclause (K)]

Class II Operations

Qualified employees on:

Bitting by hand or machine..... Bottom scouring..... Heel scouring..... Heel spraying..... Ploughing out..... Complete finishing by hand..... Top piece trimming..... Bunk wheeling..... Louis flap ironing..... Rubbing down of edges and bottoms and repairing of defects in edges, heels, waists, corners or bottoms and feather of edge..... Seat wheeling..... Top ironing (i.e. marking edge of forepart or waist of sole by machine or by hand tool whether before or after bottoms are faked and polished)..... Welt wheeling.....

24,36

[Ratio—See subclause (K)]

Class III Operations

Qualified employees on:

Brushing, padding and/or burnishing..... Crow wheeling..... Finger scouring..... Heel breast cornering..... Inking, staining, waxing and damping..... Inserting, slipping and putting away lasts..... Ploughing (removing the scarf round under-edge of sole)..... Rubbing off edges and bottoms..... Spew and/or flash trimming.....

20,58

[Ratio—See subclause (K)]

	Per week R
(ii) Ander oortrekwerk met die hand en/of handleeswerk Handleeswerk aan hakbeddings van buitenaatskoene..... Handleeswerk by die vervaardiging van houtsoolskoene..... Bankwerk soos klinkwerk, die aansit van sole en/of hakke met die hand, met inbegrip van rubberhielstukpunte..... Vasspyker van leerbandjies aan houtsole.....	24,36

[*Getalsverhouding.*—Hoogstens een leerling mag in diens geneem word vir elke gekwalifiseerde werknemer wat werksaamhede gespesifiseer in (i) en (ii) verrig.]

(F) AFWERKAFDELING

Klas I-werksaamhede

Gekwalifiseerde werknemers in diens vir:

(i) Gladsny van rande:	
(a) Klinkwerk en/of klink- en stikwerk, maar uitgesonderd aan mynwerkerskoeisel en skoeisel van die mynwerkerstipe en militêre stewels..... Rubbersole en rubberkomposisiesole..... Kinderskoeisel tot en met No. 1½..... Alle pantoffels (vir mans, vroue en kinders).... Buitenaatskoeisel uit swart en bruin kalfsleer vervaardig.....	30,78
(b) Alle ander werk.....	34,98
(ii) Afwerk van rande:	
(a) Klinkwerk en/of klink- en stikwerk, maar uitgesonderd aan mynwerkerskoeisel en skoeisel van die mynwerkerstipe en militêre stewels.... Deurloop-middelsole..... Middelstukke en/of bostukke..... Kinderskoeisel, alle nommers tot en met No. 1½ Alle pantoffels (vir mans, vroue en kinders).... Buitenaatskoeisel uit swart en bruin kalfsleer vervaardig.....	25,08
(b) Outomatiese randafwerkmasjien, alle grade....	30,78
(c) Alle ander werk.....	30,78
(iii) Hakafwerking.....	25,08

[Getalsverhouding—Kyk subklousule (K)]

Klas II-werksaamhede

Gekwalifiseerde werknemers in diens vir:

Betinslagwerk met die hand of 'n masjien..... Skuur van ondersole..... Skuur van hakke..... Spuitverfwerk aan hakke..... Uitholwerk..... Volledige afwerking met die hand..... Gladsny van bostukke..... Werk met 'n bunkwiel..... Stryk van Louis-klappe..... Platvryf van rande en ondersole en herstel van gebreke aan rande, hakke, middelstukke, hoeke of ondersole en afwerk van rande..... Hakbeddingdraaiwerk..... Merk van rand van voorkant of middelstuk van sool met 'n masjien of handgereedskap, hetsy voor of nadat ondersole met was gesmeer of gepoleer is..... Kantstrookdraaiwerk.....

24,36

[Getalsverhouding—Kyk subklousule (K)]

Klas III-werknemers

Gekwalifiseerde werknemers in diens vir:

Borsel, opstop en/of bruinering..... Gedrewe werk op sole doen..... Skuurwerk met die vingers..... Afronding van hakvoorlyn..... Inwerk, beitswerk, waswerk en bevogtiging..... Die insit, uittrek en wegbêre van leeste..... Uitholwerk (verwydering van lip rondom onderkant van sool)..... Die afvryf van rande en ondersole..... Naatpoetsing en/of eksudaatverwydering.....

20,58

[Getalsverhouding—Kyk subklousule (K)]

(G) SHOE ROOM

	Per week R
Qualified employees on:	
Faking	29,34
Patent repairing Embossing and/or stamping Boxing Dressing and/or sizing Dressing by spray gun Hand polishing and cleaning Ironing Labelling Lining trimming Size stamping on footwear Socking Stamping descriptions and sizes on labels Quarter forming by machine Smoothing insoles before socking or boxing	20,00

(H) LEARNERS

(i) Learners on the operations referred to in clause 4 (2) of this Annexure:	
First six months	10,40
Second six months	12,50
Third six months	16,20
Fourth six months	18,00
Fifth six months	20,00
Sixth six months	22,10
Seventh six months	24,50
Eighth six months	27,50
Thereafter, the prescribed rate.	
(ii) Learners in Class III in the rough stuff, making and finishing departments, according to experience:	
First six months	9,00
Second six months	10,40
Third six months	11,90
Fourth six months	13,50
Fifth six months	15,20
Sixth six months	17,00
Thereafter, the prescribed rate.	
(iii) Other learners, according to experience:	
First six months	9,00
Second six months	10,40
Third six months	11,90
Fourth six months	13,50
Fifth six months	15,20
Sixth six months	17,00
Seventh six months	19,00
Eighth six months	21,50
Thereafter, the prescribed rate.	

Provided—

(a) that a learner who, during the currency of this agreement, is engaged at a higher rate than that prescribed for one of his experience, shall be paid increments as though he has been, by experience, entitled to be paid at the rate at which he is engaged.

(b) that learners in the closing department and shoe room shall—

(1) after the sixth six months of experience become entitled to a wage of R20 per week, if employed on operations for which these rates are prescribed;

(2) after the seventh six months of experience become entitled to a wage of R22,75 per week if employed on operations for which this rate is prescribed;

(c) that learners in the clicking department, on size stamping and painting shall, after the sixth six months of experience, become entitled to a wage of R20,58 per week.

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

(J) GENERAL LABOURER

	Per week R
General labourer	15,00

(K) RATIOS

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

(G) SKOENKAMER

	Per week R
Gekwalifiseerde werknemers in diens vir:	
Wassmering	29,34
Herstelwerk aan verlakte skoeisel Bosseleer- en/of stempelwerk Verpakking in dose Afwerking en/of sortering volgens nommers Afwerking met 'n sproeispuit Poleerwerk en skoonmaak met die hand Strykwerk Etikettering Voeringafwerking Stempel van nommers op skoeisel Insit van binnesole Stempel van beskrywings en nommers op etikette Hielstukvorming met 'n masjien Gladmaak van binnesole voordat dit ingesit of in dose verpak word	20,00

(H) LEERLINGE

(i) Leerlinge wat die werksaamhede vermeld in klousule 4 (2) van hierdie Aanhangsel verrig:	
Eerste ses maande	10,40
Tweede ses maande	12,50
Derde ses maande	16,20
Vierde ses maande	18,00
Vyfde ses maande	20,00
Sesde ses maande	22,10
Sewende ses maande	24,50
Agtste ses maande	27,50
Daarna die voorgeskrewe loon.	
(ii) Leerlinge in klas III in die sool-en-hakafdeling en die maak- en afwerkafdelings, volgens ondervinding:	
Eerste ses maande	9,00
Tweede ses maande	10,40
Derde ses maande	11,90
Vierde ses maande	13,50
Vyfde ses maande	15,20
Sesde ses maande	17,00
Daarna die voorgeskrewe loon.	
(iii) Ander leerlinge, volgens ondervinding:	
Eerste ses maande	9,00
Tweede ses maande	10,40
Derde ses maande	11,90
Vierde ses maande	13,50
Vyfde ses maande	15,20
Sesde ses maande	17,00
Sewende ses maande	19,00
Agtste ses maande	21,50
Daarna die voorgeskrewe loon.	

Met dien verstande dat—

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

(b) leerlinge in die stikafdeling en skoenkamer—

(1) na die sesde ses maande ondervinding op 'n loon van R20 per week geregtig word as hulle werksaamhede verrig waarvoor hierdie lone voorgeskryf word;

(2) ná die sewende ses maande ondervinding op 'n loon van R22,75 per week geregtig word as hulle werksaamhede verrig waarvoor hierdie loon voorgeskryf word;

(c) leerlinge in die uitsnyafdeling wat nommers stempel en verf, na die sesde ses maande ondervinding op 'n loon van R20,58 per week geregtig word.

Werwing van 'n leerling vir 'n klas I- of klas II-werksaamheid moet deur middel van bevordering uit die voorgaande laer klas geskied en die werknemer moet minstens die loon ontvang wat hy op die bevorderingsdatum ontvang het: Met dien verstande dat as geen werknemer beskikbaar is nie, of as 'n beskikbare werknemer nie vir bevordering geskik is nie, 'n werknemer uit 'n ander klas werksaamhede aangestel kan word of 'n nuwe leerling vir die betrokke werksaamheid in diens geneem kan word.

(J) ALGEMENE ARBEIDER

	Per week R
Algemene arbeider	15,00

(K) GETALSVERHOUDINGS

(i) Klas I-werksaamhede in die sool-en-hakafdeling en die afwerkafdeling.

For every three or part of three qualified employees on Class I operations collectively in the rough stuff and finishing departments, there may be employed not more than one learner.

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

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

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

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

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

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

CLAUSE 2.—FOOTWEAR, AS SPECIFIED BELOW

(A) Footwear with uppers of canvas fabrics, with rubber soles either vulcanised in an autoclave or directly moulded, designed for tennis, gymnasium or active participation in other sports, excluding footwear with heels exceeding a height of 6 mm from the surface of the sole at the waist, and excluding footwear with soles having studs or bars protruding more than 6 mm.

(B) Rubber footwear, either unlined or lined with canvas fabrics.

(C) Wholly moulded footwear.

(D) Canvas fabric sandals.

Note 1.—"Canvas fabrics" shall for purposes of this clause mean fabrics made of cotton and/or man-made fibres, and shall be either entirely natural colour, bleached or of one solid shade, and shall exclude the vinyl-coated materials, imitation leathers and embossed or brocaded materials.

In the event of any dispute as to the type of material that is permitted to be used under this clause, the dispute shall be referred to the Executive Committee for a decision. The Executive Committee's decision, after investigation, shall be final.

Note 2.—Rubber includes natural and synthetic rubbers and thermoplastic organic substances and compounds thereof.

Note 3.—The use in the uppers of rubber in conjunction with canvas fabrics of the type described above shall not exclude the footwear from this clause.

(1) WAGES

A. LACE-UP RUBBER BOOTS

Qualified employees on:	*Per week* R
(i) Marking and/or cutting of textile fabrics	31,08
(ii) Cutting of rubber uppers	16,00
(iii) Cutting of fabric impregnated with rubber	18,36
(iv) *Closing Department*:	
(a) Upper closing	18,36
(b) Lining closing	18,36
(c) Table hands	16,00
(d) Eyeletting	18,36
(v) All sole cutting operations whether by hand or press	25,62
(vi) All other press cutting operations (bottom stock only)	18,06
(vii) Hand lasting (means the pulling over of the prepared upper over the last and securing it to the insole)	19,68
(viii) Placing material around the last	16,00
(ix) Sole attaching	17,64
(x) Solutioning by hand	16,00
(xi) Solutioning by machine	16,00
(xii) (a) Moulding of soles, heels and/or sole and heel units	16,00
(b) Moulding of boots other than in an autoclave	18,36
(xiii) Hobnailing	23,28
(xiv) Sole roughing	16,00
(xv) Upper roughing	16,00
(xvi) Edge trimming	16,00
(xvii) Spew and/or flash trimming on moulded boots	16,00
(xviii) Inserting laces	16,00
(xix) Slipping and sorting lasts	16,00
(xx) Any operations not specified to (1) to (19) above	16,00
(xxi) General labourer	15,00

Vir elke drie of gedeelte van drie gekwalifiseerde werknemers wat Klas I-werksaamhede in sowel die sool-en-hakafdeling as in die afwerkafdeling verrig, mag hoogstens een leerling in diens wees.

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

(ii) Klas II-werksaamhede in die sool- en hakafdeling en die maak- en afwerkafdelings.

Daar mag hoogstens een leerling vir elke drie of gedeelte van drie gekwalifiseerde werknemers in diens wees vir al hierdie werksaamhede gesamentlik.

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

(iii) Klas III-werksaamhede in die sool-en-hakafdeling en die maak en afwerkafdelings.

Daar mag hoogstens twee leerlinge vir elke gekwalifiseerde werknemer in diens wees vir al hierdie werksaamhede gesamentlik.

KLOUSULE 2.—SKOEISEL, SOOS HIERONDER GESPESIFISEER

(A) Skoeisel met boleer van seildoek, met rubbersole wat òf in 'n outoklaaf gevulkaniseer is òf regstreeks gegiet is, en ontwerp is vir tennis, gimnasiums of aktiewe deelname aan ander sportsoorte, uitgesonderd skoeisel met hakke wat hoër as 6 mm van die oppervlakte van die sool by die middelstuk is, en uitgesonderd skoeisel met sole wat soolknoppe of dwarsstroke het wat meer as 6 mm uitstaan.

(B) Rubberskoeisel, nie uitgevoer nie of met seildoek uitgevoer.

(C) Skoeisel wat ten volle gegiet is.

(D) Seildoeksandale.

Opmerking 1.—"Seildoek" beteken, vir die toepassing van hierdie klousule, kleedstof wat van katoen en/of kunsvesel gemaak is en wat òf 'n heeltemal natuurlike kleur het of gebleik is òf eenkleurig is, en dit omvat nie venielbestrykte materiale, kunsleer en gebosseleerde of brokaatstowwe nie.

As daar 'n geskil ontstaan oor die soort materiaal wat ingevolge hierdie klousule toegelaat word om gebruik te word, moet die geskil na die Uitvoerende Komitee vir 'n beslissing verwys word. Na ondersoek, is die Uitvoerende Komitee se beslissing finaal.

Opmerking 2.—Rubber omvat natuurlike en sintetiese rubber en termoplastiese organiese stowwe en verbindings daarvan.

Opmerking 3.—Skoeisel kan nog onder hierdie klousule ressorteer, al word rubber tesame met seildoek van die tipe hierbo beskryf, in die boleer daarvan gebruik.

(1) LONE

A. TOERYGSTEWELS VAN RUBBER

Gekwalifiseerde werknemers in diens vir:	*Per week* R
(i) Die merk en/of sny van tekstielstowwe	31,08
(ii) Die sny van rubber-boleer	16,00
(iii) Die sny van kleedstof met rubber geïmpregneer	18,36
(iv) *Die Stikafdeling*:	
(a) Stik van boleer	18,36
(b) Stik van voering	18,36
(c) Tafelwerkers	16,00
(d) Die maak van vetergate	18,36
(v) Alle soolsnywerksaamhede, hetsy met die hand of 'n pers	25,62
(vi) Alle ander perssnywerksaamhede (slegs onderwerk)	18,06
(vii) Handleeswerk (d.w.s. die oortrek van die bereide boleer oor die lees en die vassit daarvan aan die binnesool)	19,68
(viii) Die plaas van materiaal rondom die lees	16,00
(ix) Die vassit van sole	17,64
(x) Rubberlymwerk met die hand	16,00
(xi) Rubberlymwerk met 'n masjien	16,00
(xii) (a) Die giet van sole, hakke en/of sool- en hakeenhede	16,00
(b) Die giet van stewels, uitgesonderd in 'n outoklaaf	18,36
(xiii) Die inslaan van dikkopspykers	23,28
(xiv) Die rofmaak van sole	16,00
(xv) Die rofmaak van boleer	16,00
(xvi) Die gladsy van rande	16,00
(xvii) Eksudaatverwydering en naatpoetsing van stewels wat gegiet is	16,00
(xviii) Die insit van veters	16,00
(xix) Die uittrek en sortering van lese	16,00
(xx) Alle werksaamhede nie hierbo in 1 tot 19 gespesifiseer nie	16,00
(xxi) Algemene arbeider	15,00

B.—OTHER FOOTWEAR WITHIN THIS SECTION

Qualified employees on:

	Per week
(i) Upper cutting department:	R
Group 1:	
Marking and/or cutting (from canvas or fabric)..	31,08
Group 2:	
Marking and/or cutting (from rubber and/or canvas impregnated with rubber) gum boots.....	16,00
(ii) Closing Department:	
Group 3:	
All closing operations, including eyeletting, perforating and skiving.....	18,18
(iii) Bottom Stock Department:	
Group 4:	
Sole cutting from rubber by press or by hand...	25,52
Group 5:	
Cutting or extruding blanks for the moulding of soles and/or huls.....	18,06
Group 6:	
All other press cutting operations.....	17,52
(iv) Making Department:	
Group 7:	
Hand-lasting, rubber sole attaching by hand.....	16,00
Vulcanising soles to uppers.....	16,00
Direct moulding (including injection moulding) of soles to canvas uppers.....	19,38
Lasting operations on a Kamborian machine....	25,08
Lasting of seats and sides by any machine.....	27,90
Combined pulling over and forepart lasting.....	34,98
(v) *Group* 8:	
Hobnailing by hand or machine.....	23,28
(vi) *Group* 9:	
(a) Any other operations not specified in (i), (ii), (iii), (iv) and (v) above, excluding operations on moulded footwear.....	16,00
(b) Any other operations on moulded footwear not specified in (i), (ii), (iii), (iv) and (v) above.....	16,00

(2) LEARNERS

(i) Female employees in the closing department and on boxing and packing; and all learners in the upper cutting and bottom stock departments:	
According to experience:	
First three months.....	9,00
Second three months.....	10,00
Third three months.....	11,00
Fourth three months.....	12,00
Fifth three months.....	13,00
Thereafter the prescribed rate.	
(ii) Other learners:	
According to experience:	
First six months.....	9,00
Second six months.....	10,00
Third six months.....	11,00
Fourth six months.....	12,00
Fifth six months.....	13,00
Thereafter the prescribed rate.	

(3) GENERAL LABOURERS

General labourers.....	15,00

(4) RATIOS

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

(5) DIFFERENTIAL WORKING

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

B.—ANDER SKOEISEL IN HIERDIE SEKSIE

Gekwalifiseerde werknemers in diens:

	Per week
(i) In die Boleersnyafdeling:	R
Groep 1:	
Merk en/of sny (uit seil of kleedstof).....	31,08
Groep 2:	
Merk en/of sny (uit rubber en/of seildoek met rubber geïmpregneer) van rubberstewels.....	16,00
(ii) In die Stikafdeling:	
Groep 3:	
Alle stikwerksaamhede, met inbegrip van die maak van vetergate, perforeer- en skaafwerk.....	18,18
(iii) In die Onderwerkafdeling:	
Groep 4:	
Die sny van sole uit rubber met 'n pers of met die hand.....	25,62
Groep 5:	
Die sny of uitpers van ru-stukke vir die giet van sole en/of hakke.....	18,06
Groep 6:	
Alle ander perssnywerksaamhede.....	17,52
(iv) In die Maakafdeling:	
Groep 7:	
Handleeswerk, die vassit van rubbersole met die hand.....	16,00
Sole aan boleer vulkaniseer.....	16,00
Regstreekse giet (met inbegrip van spuitgieting) van sole aan seilboleer.....	19,38
Leeswerk op 'n Kamborian-masjien.....	25,08
Leeswerk van beddings en kante met enige soort masjien.....	27,90
Gekombineerde oortrek- en puntleeswerk.....	34,98
(v) *Groep* 8:	
Grootkopspykers met die hand of masjien inslaan..	23,28
(vi) *Groep* 9:	
(a) Alle ander werksaamhede nie hierbo in (i), (ii), (iii), (iv) en (v) gespesifiseer nie, uitgesonderd werksaamhede in verband met gegote skoeisel..	16,00
(b) Alle ander werksaamhede in verband met gegote skoeisel nie in (i), (ii), (iii), (iv) en (v) hierbo gespesifiseer nie.....	16,00

(2) LEERLINGE

(i) Vroulike werknemers in die stikafdeling en vroulike werknemers wat skoene in dose pak en verpak en alle leerlinge in die boleersny- en onderwerkafdelings:	
Volgens ondervinding:	
Eerste drie maande.....	9,00
Tweede drie maande.....	10,00
Derde drie maande.....	11,00
Vierde drie maande.....	12,00
Vyfde drie maande.....	13,00
Daarna die voorgeskrewe loon.	
(ii) Ander leerlinge:	
Volgens ondervinding:	
Eerste ses maande.....	9,00
Tweede ses maande.....	10,00
Derde ses maande.....	11,00
Vierde ses maande.....	12,00
Vyfde ses maande.....	13,00
Daarna die voorgeskrewe loon.	

(3) ALGEMENE ARBEIDERS

Algemene arbeiders.....	15,00

(4) GETALSVERHOUDINGS

Voordat 'n leerling vir enigeen van die sewe groepe werksaamhede uiteengesit in subklousule (1) B, in diens geneem mag word, moet daar een gekwalifiseerde werknemer in daardie groep in diens wees wat die volle loon ontvang, en vir elke een gekwalifiseerde werknemer wat sodanige volle loon ontvang, mag hoogstens twee leerlinge in diens geneem word.

(5) DIFFERENSIËLE WERK

'n Gekwalifiseerde werknemer wat in 'n enkele week twee of meer werksaamhede gespesifiseer in hierdie seksie van hierdie Aanhangsel verrig, moet die loon betaal word wat hy sou verdien het as hy vir die hele tyd gedurende daardie week gewerk, uitsluitlik die werksaamheid verrig het waarvoor die hoër of hoogste loon betaal word.

(6) MILK

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

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

(1) WAGES

Qualified employees on:	*Per week* R
A. Upper cutting department:	
Upper cutting	25,26
Sock cutting and/or lining cutting	19,02
Upper assembling and/or marking and/or stamping	17,50
B. Machining department:	
(i) Toe caps, collars, seams, binding, buttonholing, buttoning, tongues, socks, pads	18,00
(ii) Machining of uppers, socks, pads and soft soles together	19,80
(iii) Machining elastic bound edges of uppers to soft soles	21,30
C. Rough stuff department:	
(i) Sole cutting (all types)	26,58
(ii) Insole cutting and lift and top-piece cutting	18,00
(iii) Stamping	17,50
(iv) Heel covering	17,50
D. Making department:	
(i) Slipper turn-sewing	26,58
(ii) Steaming and blocking into shape:	
(a) Felt work	19,80
(b) Leather work, fabric Cubans	21,18
(iii) Stuck-on process:	
(a) Hand lasting Sole roughening Sole positioning on upper and press operating in one operation Sole positioning on upper at forepart seat before pressing Press operating with sole previously positioned	20,52
(b) Solutioning operations	18,00
(c) Sole and insole tacking	18,00
(iv) Vulcanising soles to lasted uppers	20,52
(v) Slugging	18,00
(vi) Chanelling Hand levelling Heel attaching Tacking backs	18,00
(vii) Slipper turning	16,00
(viii) Fetching and putting away lasts	17,50
(ix) Inserting heel pads	18,00
(x) Conveyor operating	17,50
E. Finishing department:	
Edge trimming	25,92
Edge setting	19,14
Heel trimming	18,48
Scouring operations	18,00
Inking, staining and brushing	18,00
Slipping uppers	17,50
F. Shoe room department:	
Examining	19,80
All other shoe room operations	17,50

(2) LEARNERS

According to experience:	
First six months	9,00
Second six months	10,40
Third six months	11,90
Fourth six months	13,50
Fifth six months	15,20
Sixth six months	17,00
Seventh six months	19,00
Eighth six months	21,50

Provided that a learner shall not be entitled to a wage higher than that prescribed for a qualified employee on the operation on which such learner is engaged.

(3) GENERAL LABOURERS

General labourers	15,00

(6) MELK

Daar moet een pint melk per dag verskaf word aan alle werknemers in die meulkamer en alle werknemers wat perssnywerksaamhede verrig.

KLOUSULE 3.—PANTOFFELS WAARVAN DIE BOLEER VAN ANDER STOWWE AS LEER GEMAAK IS

(1) LONE

Gekwalifiseerde werknemers in diens in:	*Per week* R
A. Boleersnyafdeling:	
Sny van boleer	25,26
Sny van binnesole en/of sny van voerings	19,02
Inemaarsit en/of merk en/of stempel van boleer	17,50
B. Masjienstikafdeling:	
(i) Neuse, omslae, nate, omboorsel, tonge, binnesole en stopsels vasstik, knoopsgate maak en knope aanwerk	18,00
(ii) Boleer, binnesole, stopsels en sagte sole met 'n masjien saamstik	19,80
(iii) Gomlastiekgebonde rande van bostukke aan sagte sole met masjien vassit	21,30
C. Sool-en-hakafdeling:	
(i) Die sny van sole (alle tipes)	26,58
(ii) Die sny van binnesole, haklagies en bostukke	18,00
(iii) Stempelwerk	17,50
(iv) Hakke bedek	17,50
D. Maakafdeling:	
(i) Omkeernaaiwerk aan pantoffels	26,58
(ii) Fatsoenering met stoom en uitklophamer:	
(a) Viltwerk	19,80
(b) Leerwerk, Kubaanse hakke van kleedstof	21,18
(iii) Vasplakproses:	
(a) Handleeswerk Die rofmaak van sole Sool in posisie plaas op boleer en terselfdertyd 'n pers bedien Sool in posisie plaas op boleer by voorkant-hakbedding voordat perswerk verrig word 'n Pers bedien, waar die sole vooraf in posisie geplaas is	20,52
(b) Rubberlymwerk	18,00
(c) Vasspyker van sole en binnesole	18,00
(iv) Vulkanisering van sole op geleeste boleer	20,52
(v) Spykerwerk	18,00
(vi) Groefsnywerk Gelykmaak met die hand Vassit van hakke Vasspyker van agterstukke	18,00
(vii) Omkeer van pantoffels	16,00
(viii) Lese gaan haal en bêre	17,50
(ix) Hakkussinkies insit	18,00
(x) Vervoerbande bedien	17,50
E. Afwerkafdeling:	
Afwerk van rande	25,92
Stel van rande	19,14
Afwerk van hakke	18,48
Skuurwerksaamhede	18,00
Inkwerk, beitswerk en borselwerk	18,00
Boleer van lees afhaal	17,50
F. Skoenkamerafdeling:	
Nasienwerk	19,80
Alle ander skoenkamerwerksaamhede	17,50

(2) LEERLINGE

Volgens ondervinding:	
Eerste ses maande	9,00
Tweede ses maande	10,40
Derde ses maande	11,90
Vierde ses maande	13,50
Vyfde ses maande	15,20
Sesde ses maande	17,00
Sewende ses maande	19,00
Agtste ses maande	21,58

Met dien verstande dat 'n leerling nie geregtig is op 'n hoër loon as die wat voorgeskryf is vir 'n gekwalifiseerde werknemer wat die werksaamheid verrig waarvoor sodanige leerling in diens is nie.

(3) ALGEMENE ARBEIDERS

Algemene arbeiders	15,00

(4) RATIO

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

(5) DIFFERENTIAL WORKING

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

CLAUSE 4.—"PLATNATE" AND "DOPPERS"

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

(1) WAGES

Qualified employees on:	*Per week* R
(i) Clicking	24,54
(ii) Machining by power	13,62
Machining other than by power	11,94
Other closing room operations	13,62
(iii) Sole cutting by power	29,04
Sole cutting other than by power	16,98
(iv) Pulling over by hand and/or hand-lasting	16,98
Stitching by hand	11,94
(v) Edge trimming by power	24,54
Edge trimming other than by power	16,98
(vi) Pairing and/or size marking	11,94
(vii) Any operation other than those specified in (i), to (vi) hereof	16,98

(2) LEARNERS

According to experience:	
First six months	9,00
Second six months	10,00
Third six months	11,00
Fourth six months	12,00
Fifth six months	13,00:

Provided that a learner shall not be entitled to a wage higher than that prescribed for a qualified employee on the operation on which such learner is engaged.

(3) GENERAL LABOURERS

	Per week R
General labourers	15,00

(4) RATIO

For every three employees receiving not less than R11,94 per week, there may be employed not more than one employee at a wage of less than R11,94 per week.

(5) DIFFERENTIAL WORKING

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

(4) GETALSVERHOUDING

Vir elke een gekwalifiseerde werknemer wat die werksaamhede gespesifiseer in subklousule (1) hiervan verrig, kan hoogstens twee leerlinge in diens geneem word teen die loonskaal voorgeskryf vir leerlinge ingevolge subklousule (2) hiervan: Met dien verstande dat een werknemer wat die loon voorgeskryf vir 'n gekwalifiseerde werknemer, ontvang, in elke afdeling in diens moet wees voordat 'n leerling in diens geneem mag word.

(5) DIFFERENSIËLE WERK

'n Gekwalifiseerde werknemer wat in 'n bepaalde week twee of meer werksaamhede gespesifiseer in hierdie seksie van hierdie Aanhangsel verrig, moet die loon betaal word wat hy sou verdien het as hy vir al die tyd in daardie week gewerk, slegs die werksaamheid verrig het waarvoor die hoër of hoogste loon betaal word.

KLOUSULE 4.—"PLATNATE" EN "DOPPERS"

Opmerking.—"Platnate" en "doppers" beteken skoeisel wat uitsluitlik of hoofsaaklik met die hand gestik is en wel met riempies of pikdraad.

(1) LONE

Gekwalifiseerde werknemers in diens vir:	*Per week* R
(i) Uitsnywerk	24,54
(ii) Kragmasjienwerk	13,62
Masjienwerk, uitgesonderd kragmasjienwerk	11,94
Ander werksaamhede in die stikafdeling	13,62
(iii) Soolsnywerk met kragmasjien	29,04
Soolsnywerk, uitgesonderd met 'n kragmasjien	16,98
(iv) Oortrek met die hand en/of handleeswerk	16,98
Stikwerk met die hand	11,94
(v) Randafwerking met kragmasjien	24,54
Randafwerking, uitgesonderd met 'n kragmasjien	16,98
(vi) Pare uitsoek en/of nommers merk	11,94
(vii) Alle werksaamhede uitgesonderd dié gespesifiseer in (i) tot (vi) hiervan	16,98

(2) LEERLINGE

Volgens ondervinding:	
Eerste ses maande	9,00
Tweede ses maande	10,00
Derde ses maande	11,00
Vierde ses maande	12,00
Vyfde ses maande	13,00:

Met dien verstande dat 'n leerling nie geregtig is op 'n hoër loon as die wat voorgeskryf is vir 'n gekwalifiseerde werknemer wat dieselfde werksaamheid verrig waarvoor sodanige leerling in diens is nie.

(3) ALGEMENE ARBEIDERS

	Per week R
Algemene arbeiders	15,00

(4) GETALSVERHOUDING

Vir elke drie werknemers wat minstens R11,94 per week ontvang, mag hoogstens een werknemer teen 'n loon van minder as R11,94 per week in diens geneem word.

(5) DIFFERENSIËLE WERK

'n Gekwalifiseerde werknemer wat in 'n bepaalde week twee of meer werksaamhede gespesifiseer in hierdie seksie van hierdie Aanhangsel verrig, moet die loon betaal word wat hy sou ontvang het as hy vir die hele tyd gedurende daardie week gewerk, uitsluitlik die werksaamheid verrig het waarvoor die hoër of hoogste loon betaal word.

ANNEXURE B TO PART II OF THE AGREEMENT

[*Vide* clause 3 (5) of this Part]

DIFFERENTIAL WAGE BOOK

Week ending.....Name.....No.....

Operation	Time started		Time finished		Total time		Rate per hour	Wages payable	Initials		Remarks
	Hrs	Mins	Hrs	Mins	Hrs	Mins		R	Foreman	Employee	

Total wages earned.....R.....

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

AANHANGSEL B VAN DEEL II VAN DIE OOREENKOMS

[Kyk klousule 3 (5) van hierdie Deel]

DIFFERENSIËLE LOONBOEK

Week eindigende.....Naam.....No.....

Werksaamheid	Tyd begin		Tyd geëindig		Totale tyd		Uurloon	Loon betaalbaar	Paraaf		Opmerkings
	Uur	Min.	Uur	Min.	Uur	Min.		R	Voorman	Werknemer	

Totale loon verdien.....R.....

N.B.—Besonderhede moet met ink of inkpotlood ingeskryf word. Voorman en werknemer moet teken vir die werklike tyd aan elke werksaamheid bestee.

This Agreement signed on behalf of the parties on this 18th day of April 1973.

A. G. EVERINGHAM, Member of the Council.

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

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

Hierdie Ooreenkoms namens die partye op hede die 18de dag van April 1973 onderteken.

A. G. EVERINGHAM, Lid van die Raad.

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

A. S. YOUNG, Hoofsekretaris van die Raad.

No. R. 1077 22 June 1973

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—FOOTWEAR, GENERAL GOODS AND HANDBAG SECTIONS—CANCELLATION OF GOVERNMENT NOTICES

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 1623, R. 1624 and R. 1625 of 2 October 1970, R. 241, R. 242 and R. 243 of 25 February 1972 and R. 2395 of 29 December 1972 with effect from 1 July 1973.

M. VILJOEN, Minister of Labour.

No. R. 1077 22 Junie 1973

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—SKOEISEL-, ALGEMENE GOEDERE- EN HANDSAKAFDELINGS—INTREKKING VAN GOEWERMENTSKENNISGEWINGS

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewings R. 1623, R. 1624 en R. 1625 van 2 Oktober 1970, R. 241, R. 242 en R. 243 van 25 Februarie 1972 en R. 2395 van 29 Desember 1972 in met ingang van 1 Julie 1973.

M. VILJOEN, Minister van Arbeid.

No. R. 1078 22 June 1973

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—GENERAL GOODS SECTION

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the General Goods Section of the Leather Industry shall be binding, with effect from 1 July 1973 and for the period ending 30 June 1975, upon the employers' organisations and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 2 (1), 3, 14, 18 and 19 (1) and (2), shall be binding, with effect from 1 July 1973 and for the period ending 30 June 1975, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Republic of South Africa; and

No. R. 1078 22 Junie 1973

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—SEKSIE ALGEMENE GOEDERE

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Seksie Algemene Goedere van die Leernywerheid betrekking het, met ingang van 1 Julie 1973 en vir die tydperk wat op 30 Junie 1975 eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 2 (1), 3, 14, 18 en 19 (1) en (2), met ingang van 1 Julie 1973 en vir die tydperk wat op 30 Junie 1975 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) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa and with effect from 1 July 1973 and for the period ending 30 June 1975, the provisions of the Agreement, excluding those contained in clauses 2 (1), 3, 4 (3) (e), 14, 18 and 19, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

AGREEMENT

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

(a) Midland and Border Leather Industry Manufacturers' Association;

(b) Cape Western and North Western Leather Industries Employers' Association;

(c) Transvaal Footwear, Tanning and Leather Trades Association;

(d) Natal Footwear, Tanning and General Leather Manufacturers' Association;

(e) Southern Cape Leather Industries Association

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

(f) National Union of Leather Workers;

(g) Transvaal Leather and Allied Trades Industrial Union; and

(h) Trunk and Box Workers' Industrial Union (Transvaal)

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

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

GENERAL PROVISIONS APPLICABLE TO THE GENERAL GOODS SECTION OF THE LEATHER INDUSTRY

1. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"adult" means any employee of the age of 21 years or over;

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

"braces, etc." means braces, suspenders, armlets and garters;

"Council" means the National Industrial Council of the Leather Industry of South Africa, registered in terms of section 2 of Act 11 of 1924, and deemed to have been registered under the Industrial Conciliation Act, 1956;

"cutter, Class I", in relation to saddlery, means an employee engaged in the cutting by hand of any component parts used in the manufacture of any or all of the following types of saddles; Australian buckjumper, forward seat saddles, exercise saddles, racing saddles, Australian stockman saddles, boer saddles, universal saddles, polo saddles, or any special saddle made to order;

"cutter, Class II", in relation to saddlery, means an employee engaged in the cutting by hand of any component part used in the manufacture of any saddle other than the type of saddle referred to in the definition of a "cutter, Class I";

"cutter, Class I", in relation to travelling requisites, means an employee engaged on cutting leather outers by hand, but shall not include the cutting of small component parts such as handles, handle loops, tabs or tongues, straps or strap loops;

"cutter, Class II", in relation to travelling requisites, means an employee engaged on any cutting other than that defined in the definition of "cutter, Class I" and other than a rotary cutting machine operator;

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 2 (1), 3, 4 (3) (e), 14, 18 en 19, met ingang van 1 Julie 1973 en vir die tydperk wat op 30 Junie 1975 eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan deur die

(a) Midland and Border Leather Industry Manufacturers' Association;

(b) Cape Western and North Western Leather Industries Employers' Association;

(c) Transvaal Footwear, Tanning and Leather Trades Association;

(d) Natal Footwear, Tanning and General Leather Manufacturers' Association;

(e) Southern Cape Leather Industries Association

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

(f) National Union of Leather Workers;

(g) Transvaal Leather and Allied Trades Industrial Union; en

(h) Trunk and Box Workers' Industrial Union (Transvaal)

(hierna die "werknemers" of "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika.

ALGEMENE BEPALINGS VAN TOEPASSING OP DIE SEKSIE ALGEMENE GOEDERE VAN DIE LEERNYWERHEID

1. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf is, 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 samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"volwassene" 'n werknemer wat 21 jaar oud of ouer is;

"ketelbediener" 'n werknemer wat aktief werksaam is in verband met die instandhouding van die stoomdruk en waterinhoud van 'n stoomketel, en wat ook vure kan maak en/of aan die gang hou;

"kruisbande, ens." kruisbande, kousophouers, armbande en kousbande;

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

"snyer, klas I", met betrekking tot saaltuig, 'n werknemer wat samestellende dele wat in die vervaardiging van enigeen van of al die volgende tipe saals gebruik word, met die hand sny: Australiese springsaal, voorsitsaal, oefensaal, reisiessaal, Australiese veeboersaal, boersaal, universele saal, polosaal of enige spesiale saal wat op bestelling gemaak word;

"snyer, klas II", met betrekking tot saaltuig, 'n werknemer wat samestellende dele wat gebruik word in die vervaardiging van ander saals as dié van die tipes genoem in die omskrywing van 'n "snyer, klas I" met die hand sny;

"snyer, klas I", met betrekking tot reisbenodigdhede, 'n werknemer wat leerbuitekante met die hand sny, uitgesonderd die sny van klein samestellende dele soos handvatsels, handvatsellusse, stroke of tonge, leerbande of leerbandlusse;

"snyer, klas II", met betrekking tot reisbenodigdhede, 'n werknemer wat ander snywerk verrig as dié omskryf in die omskrywing van "snyer, klas I en uitgesonderd 'n draaisnymasjienbediener;

"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 mass measuring, 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;

"driver of a motor vehicle" means an employee engaged in driving a motor vehicle for the purpose of transporting personnel or goods and who on delivery of goods may accept payment therefor;

"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"—

(a) means the total period or periods of employment, whether prior or subsequent to the date on which this Agreement comes into operation, which an employee has had in the department in which he has been employed, irrespective of the operations in that department on which he has been employed; employment on any operation in any department in the General Goods Section shall count as employment on any corresponding operation in any other department of the General Goods Section: Provided that no less than half the period during which an employee has been engaged on any operation in the General Goods Section shall count as employment on any other operation in the General Goods Section: Provided further that the full period during which an employee has been engaged on any operation in the General Goods Section shall count as employment on any other operation in the same establishment, where such periods of employment are continuous;

(b) includes the annual holiday provided for in clause 8 and shall include up to four months of any period of military training undergone in any one year of employment, 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;

"fitter" in relation to Bantu trunks means an employee engaged in attaching fittings such as locks, handles, hinges, corners, hoop iron, etc., and all decorative articles, excluding painting;

"fitting attacher, Class I," in relation to travelling requisites, means an employee engaged in attaching fittings such as locks, handles, hinges, bolts or draw bolts, clips, wooden or metal hoops, interior fittings such as hangers, etc., or any other like fittings to travelling requisites but shall not include the attaching of fittings as described in the definition of "fitting attacher, Class II";

"fiting attacher, Class II," in relation to travelling requisites, means an employee engaged in the attaching of buckles, press studs, locks or handles to brief cases, folio cases, gladstone bags or shopping bags;

"foreman" means an employee designated by the employer to be in charge of employees in an establishment or a department of an establishment, who exercises control over such employees and is responsible for the efficient performance of their duties;

"General Goods Section" of the Leather Industry means the section of the Industry in which employers and employees are associated—

(1) for the manufacture mainly from leather of—

(a) attaché cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;

(b) harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, shopping bags, knitting bags, Bantu bags of the type commonly known as "Xhosa bags", wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets, and all other like articles, irrespective of their description but which are designed as substitutes for any of the aforementioned;

(2) 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;

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

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

(1) Cleaning premises, machinery, plant, tools, utensils, animals, furniture or other articles;

(2) washing or cleaning containers;

"versendingsklerk" 'n werknemer wat daarvoor verantwoordelik is om goedere in of van 'n pakhuis of magasyn of van afdelings 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 massameet, merk of adresseer daarvan;

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

"motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf om personeel en goedere te vervoer en wat by die aflewering van goedere betaling daarvoor mag ontvang;

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

"Uitvoerende Komitee" die Uitvoerende Komitee van die Raad wat ooreenkomstig die Konstitusie van die Raad aangestel is;

"ondervinding"—

(a) die totale tydperk of tydperke diens, hetsy voor of na die datum waarop hierdie Ooreenkoms in werking tree, wat 'n werknemer gehad het in die afdeling waarin hy werksaam is, ongeag die werksaamhede waarvoor hy in daardie afdeling gebruik is; diens in verband met 'n werksaamheid in enige afdeling in die Seksie Algemene Goedere tel as diens vir 'n ooreenstemmende werksaamheid in 'n ander afdeling van die seksie Algemene Goedere: Met dien verstande dat minstens die helfte van die tydperk wat 'n werknemer 'n bepaalde werksaamheid in die Seksie Algemene Goedere verrig het, tel as diens vir die verrigting van 'n ander werksaamheid in die Seksie Algemene Goedere: Voorts met dien verstande dat die volle tydperk wat 'n werknemer 'n bepaalde werksaamheid in die Seksie Algemene Goedere verrig het, tel as diens vir 'n ander werksaamheid in dieselfde bedryfsinrigting wanneer sodanige dienstydperke aaneenlopend is;

(b) ook die jaarlikse vakansie waarvoor daar in klousule 8 voorsiening gemaak word en ook hoogstens vier maande van enige tydperk van militêre opleiding wat in 'n bepaalde jaar diens ondergaan is, maar nie 'n tydperk of tydperke van meer as drie agtereenvolgende weke wat 'n werknemer sonder die toedoen van die werkgewer van sy werk afwesig is nie;

"monteur," met betrekking tot Bantoekoffers, 'n werknemer wat toebehore soos slotte, handvatsels, skarniere, hoeke, hoepelyster, ens., en alle versiersels, uitgesonderd verfwerk, aanbring;

"toebehoremonteur, klas I," met betrekking tot reisbenodigdhede, 'n werknemer wat toebehore soos slotte, handvatsels, skarniere, grendels of skuiwe, knippe, hout- of metaalhoepels, binnetoebehore soos hangers, ens., of enige ander dergelike toebehore vir reisbenodigdhede aanbring, maar uitgesonderd die aanbring van toebehore soos beskryf in die omskrywing van "toebehoremonteur, klas II";

"toebehoremonteur, klas II," met betrekking tot reisbenodigdhede, 'n werknemer wat gespes, drukknope, slotte of handvatsels aan dokumenttasse, foliotasse, reistasse of inkoopsakke aanbring;

"voorman" 'n werknemer deur die werkgewer aangewys as hoof van die werknemers in 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse verrig;

"Seksie Algemene Goedere" van die Leernywerheid daardie seksie van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

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

(a) dokumenttasse, sakke en alle ander houers wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;

(b) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klerasie), inkoopsakke, breisakke, Bantoetasse van die tipe wat algemeen bekend staan as "Xhosasakke", notebeurse, beursies, horlosiebande, polsbande, halsbande en leibande vir honde, reisdekenbande, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelike artikels, afgesien van die aard daarvan, maar wat as plaasvervangers vir enigeen van voornoemde artikels bedoel is;

(2) in bedryfsinrigtings waarin leergoedere ook vervaardig word, vir die vervaardiging, uit ander materiaal as leer, van die arikels in paragraaf (1) vermeld: Met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopsakke wat hoofsaaklik van papier gemaak is, insluit nie;

(3) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, vesel, hout, doek, seildoek of kleedstof of enige kombinasie daarvan;

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

(1) Persele, masjinerie, uitrusting, gereedskap, gerei, diere, meubels of ander artikels skoonmaak;

(2) houers was of skoonmaak;

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

"Grade A employee" in relation to travelling requisites, means—

(1) an employee engaged in operating any of the following machines or any machine similar thereto, which is or may be designed to perform a function similar to that performed by any of these machines:

(a) Belt sandpapering machine;
(b) bending machine;
(c) board creasing machine;
(d) cloth cutting machine;
(e) glueing machine;
(f) moulding or blocking machine;
(g) nailing machine;
(h) press cutting machine;
(i) puritan machine;
(j) slotting or punching machine;
(k) wood stapling or jointing machine;

(2) an employee engaged on any of the following operations:

(a) Edge tooling;
(b) embossing;
(c) framing;
(d) frame covering with leather;
(e) frame covering with materials other than leather—male employees only;
(f) frame making;
(g) gusset preparing;
(h) hand painting and/or varnishing;
(i) hand shearing;
(j) handle making;
(k) metal rim attaching—male employees only;
(l) nailing—male employees only;
(m) outer covering with leather;
(n) outer covering with materials other than leather—male employees only;
(o) rim rolling—male employees only;
(p) riveting—male employees only;
(q) scoring—male employees only;
(r) spraying;
(s) treadle guillotining;

(3) an employee who, in terms of the definitions contained in this Agreement, is—

(a) a cutter, Class II;
(b) a fitting attacher, Class I;
(c) a liner, Class I—male employees only;
(d) a machinist, Class I—male employees only;
(e) a woodworking machine operator, Class II;

"Grade B employee" in relation to travelling requisites, means—

(1) an employee engaged on sandpapering by hand;
(2) an employee who, in terms of the definitions contained in this Agreement, is—

(a) a machinist, Class II—male employees only;
(b) a fitting attacher, Class II—male employees only;

"Grade C employee" in relation to travelling requisites, means—

(1) an employee engaged on any of the following operations:

(a) Creasing;
(b) drilling;
(c) folding;
(d) frame covering with materials other than leather—female employees only;
(e) hand stitching;
(f) marking;
(g) metal rim attaching—female employees only;
(h) nailing by hand or machine—female employees only;
(i) operating a glueing machine—female employees only;
(j) outer covering with materials other than leather— female employees only;
(k) rim rolling—female employees only;
(l) riveting—female employees only;
(m) scoring—female employees only;

(3) grondstowwe, vervaardigde of halfvervaardigde produkte, masjinerie, uitrusting, gereedskap, gerei of ander artikels dra, verskuif en/of opstapel;
(4) voertuie of houers laai of aflaai;
(5) vure maak en/of aan die gang 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 dranke berei;
(10) op bestelwaens of voertuie help;
(11) briewe, boodskappe of goedere te voet of deur middel van 'n fiets of handvoertuig aflewer;

"werknemer graad A", met betrekking tot reisbenodigdhede—

(1) 'n werknemer wat enigeen van ondergenoemde masjiene of 'n dergelike masjien bedien wat bedoel is om dieselfde werk te doen as dié wat deur enigeen van hierdie masjiene gedoen word:

(a) Bandskuurmasjien;
(b) buigmasjien;
(c) bordvoumasjien;
(d) doeksnymasjien;
(e) lymmasjien;
(f) vorm- of blokmasjien;
(g) spykermasjien;
(h) perssnymasjien;
(i) "puritan"-masjien;
(j) gleuf- of ponsmasjien;
(k) houtkram- of -lasmasjien;

(2) 'n werknemer wat enigeen van die volgende werksaamhede verrig:

(a) Randbewerking;
(b) bosseleerwerk;
(c) raamwerk;
(d) rame met leer oortrek;
(e) rame met ander materiaal as leer oortrek—slegs manlike werknemers;
(f) rame maak;
(g) knoopplate berei;
(h) met die hand verf en/of vernis;
(i) met 'n handskêr knip;
(j) handvatsels maak;
(k) metaalrande aanbring—slegs manlike werknemers;
(l) spykerwerk—slegs manlike werknemers;
(m) buitekante met leer oortrek;
(n) buitekante met ander materiaal as leer oortrek—slegs manlike werknemers;
(o) rande rol—slegs manlike werknemers;
(p) klinknaelwerk—slegs manlike werknemers;
(q) inkerwing—slegs manlike werknemers;
(r) spuitwerk;
(s) trapguillotinewerk;

(3) 'n werknemer wat, ooreenkomstig die omskrywings in hierdie Ooreenkoms vervat—

(a) 'n snyer, klas II, is;
(b) 'n toebehoremonteur, klas I, is;
(c) 'n voeringwerker, klas I, is—slegs manlike werknemers;
(d) 'n masjienwerker, klas I, is—slegs manlike werknemers;
(e) 'n houtwerkmasjienbediener, klas II, is;

"werknemer graad B", met betrekking tot reisbenodigdhede—

(1) 'n werknemer wat skuurwerk met die hand verrig;
(2) 'n werknemer wat, ooreenkomstig die omskrywings in hierdie Ooreenkoms vervat—

(a) 'n masjienwerker, klas II, is—slegs manlike werknemers;
(b) 'n toebehoremonteur, klas II, is—slegs manlike werknemers;

"werknemer graad C", met betrekking tot reisbenodigdhede—

(1) 'n werknemer wat enigeen van die volgende werksaamhede verrig:

(a) Plooiwerk;
(b) boorwerk;
(c) vouwerk;
(d) rame oortrek met ander materiaal as leer—slegs vroulike werknemers;
(e) stikwerk met die hand;
(f) merkwerk;
(g) metaalrande aanbring—slegs vroulike werknemers;
(h) spykerwerk met die hand of 'n masjien—slegs vroulike werknemers;
(i) 'n lymmasjien bedien—slegs vroulike werknemers;
(j) buitekante met ander materiaal as leer oortrek—slegs vroulike werkenemers;
(k) rande rol—slegs vroulike werknemers;
(l) klinknaelwerk—slegs vroulike werknemers;
(m) inkerwing—slegs vroulike werknemers;

(2) an employee who, in terms of the definitions contained in this Agreement, is—

(a) a fitting attacher Class 1 or II—female employees only;

(b) a liner, Class II;

(c) a liner, Class I—female employees only;

(d) a machinist, Class I or II—female employees only;

"Grade D employee" in relation to travelling requisites, means an employee engaged on any of the following operations:

(a) Operating a strap cutting machine;

(b) skiving;

"Grade E employee" in relation to travelling requisites, means an employee engaged on any of the following operations:

(a) Binding and/or welt attaching, prior to stitching;

(b) hammering in for corner stitching;

(c) high frequency welding;

(d) preparing fittings for operators;

(e) putting on stays;

(f) staining and/or polishing and/or rubbing up edges;

(g) wooden frame assembling;

"Grade F employee" means an employee engaged on any of the following operations:

(a) Packing;

(b) softening leather;

(c) cleaning and/or washing and/or surface polishing;

(d) sorting scrap material;

(e) thread cutting;

(f) tying on keys;

(g) nesting;

(h) boxing;

(i) carding;

(j) assembling rug straps on handles;

"Grade G employee" in relation to travelling requisites means an employee engaged on the positioning of rims and/or inner corners preparatory to riveting or attaching;

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

"harness, etc.," means harness, bridles, leggings, saddle bags, stirrup straps, girths, linesmen's safety belts and military equipment other than clothing;

"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 from leather of—

(a) footwear, including all types, but not including bespoke footwear;

(b) attaché cases, bags and all other containers designed to hold personal effects, sporting kit tools and documents;

(c) harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, ladies' bags, shopping bags, knitting bags, Bantu bags of the type commonly known as "Xhosa bags", wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets and all other like articles, irrespective of their description but which are designed as substitutes for any of the aforementioned;

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

(3) in 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 engaged in learning one or more operations in the Industry;

"Leather Industry" see "Industry";

"liner, Class I", in relation to travelling requisites, means an employee engaged in lining the interiors of travelling requisites with materials other than paper;

(2) 'n werknemer wat ooreenkomstig die omskrywings in hierdie Ooreenkoms vervat—

(a) 'n toebehoremonteur, klas I of II, is—slegs vroulike werknemers;

(b) 'n voeringwerker, klas II, is;

(c) 'n voeringwerker, klas I, is—slegs vroulike werknemers;

(d) 'n masjienwerker, klas I of II, is—slegs vroulike werknemers;

"werknemer graad D", met betrekking tot reisbenodigdhede, 'n werknemer wat enigeen van die volgende werksaamhede verrig:

(a) 'n Leerbandsnymasjien bedien;

(b) skaafwerk verrig;

"werknemer graad E", met betrekking tot reisbenodigdhede, 'n werknemer wat enigeen van die volgende werksaamhede verrig:

(a) Omboorsel en/of kantstrokies aanheg voordat die stikwerk verrig word;

(b) inklopwerk vir hoekstikwerk;

(c) hoërekwensiesweiswerk;

(d) toebehore vir werkers voorberei;

(e) stutte aanbring;

(f) rande beits en/of poleer en/of opvryf;

(g) houtrame monteer;

"werknemer graad F" 'n werknemer wat enigeen van die volgende werksaamhede verrig:

(a) Goedere verpak;

(b) leer sagmaak;

(c) skoonmaak en/of was en/of oppervlakke poleer;

(d) afvalmateriaal sorteer;

(e) drade knip;

(f) sleutels aanbind;

(g) inpaswerk;

(h) goedere in kiste verpak;

(i) kaardwerk;

(j) reisdekenbande deur handvatsels ryg;

"werknemer graad G", met betrekking tot reisbenodigdhede, 'n werknemer wat rande en/of binnehoeke in posisie plaas voor klinknael- of aanhegwerk;

"halfdag" die gewone voormiddagwerktydperk van die betrokke bedrysinrigting;

"tuie, ens.," tuie, tooms, kamaste, saalsakke, stiegrieme, buikgorde, veiligheidsgordels vir lynwerkers en militêre uitrusting, uitgesonderd klerasie;

"uurloon" die weekloon gedeel deur 42, uitgesonderd in die geval van 'n nagwag, waar dit die weekloon gedeel deur 72 beteken, en uitgesonderd in die geval van 'n ander werknemer as 'n skofwerker van wie vereis of wat toegelaat word om gedurende die nagure te werk, waar dit die weekloon gedeel deur 38 beteken;

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

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

(a) skoeisel, met inbegrip van alle tipes, maar uitgesonderd skoeisel op maat gemaak;

(b) dokumenttasse, sakke en alle ander houers wat bedoel is om persoonlike besittings, sportuirusting, gereedskap en dokumente te bevat;

(c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klerasie), damesakke, inkoopsakke, breisakke, Bantoetasse van die tipe wat algemeen bekend saan as "Xhosasakke", notebeurse, beursies, horlosiebande, polsbande, halsbande en leibande vir honde, reisdekenbande, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelike artikels, afgesien van die aard daarvan, wat bedoel is as plaasvervangers vir enigeen van dié hierbo genoem;

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

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

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

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

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

"Leernywerheid" kyk "Nywerheid";

"voeringwerker, klas I", met betrekking tot reisbenodigdhede, 'n werknemer wat die binnekante van reisbenodigdhede uitvoer met ander materiaal as papier;

"liner, Class II", in relation to travelling requisites, means an employee engaged in lining the interiors of travelling requisites with paper by means of pasting or glueing in, and shall include linen linings if inserted in the place of paper provided that the method used shall follow that used in the case of paper;

"machinist, Class I", in relation to travelling requisites, means an employee engaged in all sewing operations that involve the assembly of an article by means of sewing together, including pilot sewing machine operating, but excluding puritan machining or corner stitching;

"machinist, Class II", in relating to travelling requisites, means an employee engaged in all machining operations, except those mentioned in the definition of "machinist, Class I," or provided for elsewhere;

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

"Bantu trunks" means trunks or boxes, other than cabin trunks, suitcases, or attaché cases, manufactured for sale mainly to Bantu and designed for use to transport personal effects and in which the foundations are made of wood or a composition thereof;

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

"night watchman" means an employee engaged in guarding premises or other property during the night hours;

"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;

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

"personal goods" means belts, straps, pouches, wallets, purses, watch and wrist straps, dog collars and leads, rug straps, drawstring tog bags, school bags, open-top shopping bags, closed-top shopping bags of which the maximum dimensions are 457 mm in length and/or 254 mm in height and/or 254 mm in width, knitting bags, stationery cases and all other like articles, irrespective of their description but which are designed as substitutes for any of the aforementioned; for the purpose of this department and the travelling requisites department, and open-top shopping bag shall be a bag on which no provision is made for sealing by fasteners and/or press studs and/or zip fasteners;

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

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

"saddle" means a seat for a rider placed on the back of a horse or other animal;

"saddler, Class I," means an employee engaged in the manufacture of any or all of the following types of saddles: Australian buckjumper, forward seat saddles, exercise saddles, racing saddles, Australian stockman saddles, boer saddles, universal saddles, polo saddles, or any special saddle made to order;

"saddler, Class II," means an employee engaged in the manufacture of any type of saddle other than a type of saddle referred to in the definition of "saddler, Class I,";

"saddlery" means all types of saddles, and for the purposes of this definition "saddle" means a seat for a rider placed on the back of a horse or other animal;

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

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

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

"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;

"travelling requisites" means suitcases and attaché cases, trunks of all descriptions (but excluding Bantu trunks as defined elsewhere), travelling bags, brief cases, folio cases, gladstone bags, and all other containers designed to hold wearing apparel, personal effects, sporting kit, musical instruments and all other like articles, irrespective of their description but which are designed as substitutes for any of the aforementioned; but shall not include knitting bags, open-top shopping bags and closed-top shopping bags of which the maximum dimentions are 457 mm in length and/or 254 mm in height and/or 254 mm in width or less, and

"voeringwerker, klas II", met betrekking tot reisbenodigdhede, 'n werknemer wat die binnekante van reisbenodigdhede uitvoer met papier deur dit vas te plak of vas te lym, en die voering kan ook uit linne bestaan as dit ingevoeg word in die plek van papier, mits die metode wat gevolg word, dieselfde is as dié in die geval van papier;

"masjienwerker, klas I", met betrekking tot reisbenodigdhede, 'n werknemer wat alle stikwerk verrig wat meebring die aanmekaarsit van 'n artikel deur saam te naai, en ook proefnaaimasjienwerk, maar uitgesonderd "puritan"-masjienwerk of hoekstikwerk;

"masjienwerker, klas II", met betrekking tot reisbenodigdhede, 'n werknemer wat alle masjienwerk verrig, uitgesonderd dié genoem in die omskrywing van "masjienwerker, klas I," of waarvoor elders voorsiening gemaak word;

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

"Bantoekoffers" koffers of kiste, uitgesonderd kajuitkoffers, handkoffers of dokumenttasse, wat hoofsaaklik vir verkoop aan Bantoes vervaardig word en wat bedoel is vir die vervoer van persoonlike besittings en waarin die bodems van hout of 'n samestelling daarvan gemaak is;

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

"nagwag" 'n werknemer wat persele of ander eiendom gedurende die nagure bewaak;

"buitewerk" werk aan 'n onderdeel, materiaal of deel van 'n produk wat binne die bestek van die Ooreenkoms val, wat deur of namens 'n werkgewer uitbestee word om buite sy geregistreerde fabriek verrig of voltooi te word;

"loonvrag" die "netto dravermoë" of die "netto vrag" wat 'n voertuig mag dra of trek ooreenkomstig 'n motortransportsertifikaat of vrystellingsertifikaat wat ingevolge die Motortransportwet, 1930, deur die plaaslike padvervoerraad ten opsigte van sodanige voertuig uitgereik is;

"persoonlike goedere" gordels, leerbande, sakke, notebeurse, beursies, horlosie- en polsbande, halsbande en leibande vir honde, reisdekenbande, sportkleresakke met toetrekbekke, skoolsakke, inkoopsakke met oop bekke, inkoopsakke met toe bekke waarvan die maksimum afmetings 457 mm in die lengte en/of 254 mm in die hoogte en/of 254 mm in die breedte is, breisakke, skryfbehoeftetasse en alle ander dergelike artikels, afgesien van die aard daarvan, wat bedoel is as plaasvervangers vir enigeen van voornoemde artikels; vir die doel van hierdie afdeling en die afdeling reisbenodigdhede is 'n inkoopsak met 'n oop bek 'n sak wat nie deur middel van knippe en/of drukknopies en/of ritssluiters toegemaak kan word nie;

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

"gekwalifiseerde werknemer" 'n werknemer wat vanweë sy ondervinding daarop geregtig geword het om die volle loon te ontvang wat in hierdie Ooreenkoms voorgeskryf word vir die werksaamheid wat hy verrig;

"saal" 'n ruitersitplek wat op die rug van 'n perd of ander dier geplaas word;

"saalmaker, klas I," 'n werknemer wat enigeen van of al die volgende soorte saals vervaardig: Australiese springsaal, voorsitsaal, oefensaal, reisiessaal, Australiese veeboersaal, boersaal, universele saal, polosaal of alle spesiale saals wat op bestelling gemaak word;

"saalmaker, klas II," 'n werknemer wat alle tipe saals vervaardig, uitgesonderd 'n tipe wat in die omskrywing van "saalmaker, klas I," genoem word;

"saaltuig" alle tipe saals, en vir die doel van hierdie omskrywing beteken "saal" 'n ruitersitplek wat op die rug van 'n perd of ander dier geplaas word;

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

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

"pakhuisman en/of magasynmeester" 'n werknemer wat algemene beheer oor voorrade het en verantwoordelik is vir die ontvangs van goedere in pakhuise en die berging en hantering daarvan, die aflewering daarvan uit pakhuise aan afdelings of vir deursending en/of verpakking daarvan in die pakhuis of magasyn en die uitpak daarvan;

"aanvullende loon" die addisionele bedrag wat 'n werknemer wat volgens 'n skema vir aanvullende lone of 'n aansporingsloonskema werk, benewens sy voorgeskrewe loon kan verdien;

"reisbenodigdhede" handkoffers en dokumenttasse, koffers van alle soorte (maar uitgesonderd Bantoekoffers soos elders omskryf), reissakke, portefeuljes, foliotasse, reistasse en alle ander houers wat bedoel is om klerasie, persoonlike besittings, sportuitrusting, musiekinstrumente en alle dergelike artikels te bevat afgesien van die aard daarvan, wat bedoel is as plaasvervangers vir enigeen van voornoemde artikels; maar uitgesonderd breisakke, inkoopsakke met oop bekke en inkoopsakke met toe bekke waarvan die maksimum afmetings 457 mm in die lengte en/of 254 mm in die hoogte en/of 254 mm in die breedte of minder is, en sportkleresakke met toetrekbekke; vir die doel van hierdie

draw string tog bags; for the purpose of this definition a closed-top shopping bag shall be a bag which may be sealed by fasteners and/or press studs and/or zip fasteners but shall not include ladies' and children's handbags;

"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 conditions that he shall, irrespective of the quantity or output of work doen receive not less than his prescribed 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 that—

(i) 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) 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;

"wooden case" means a case or attaché case manufactured mainly from wood and by the same process as a "Bantu trunk" as defined in this Agreement, for sale mainly to Bantu and which is intended to serve the same purpose as a suitcase or attaché case as known to the trade, and for the purpose of this definition all articles manufactured in this manner and for this purpose shall be regarded as wooden cases except where an employer can prove to the satisfaction of the Council that the article manufactured is a "Bantu trunk" as defined in this Agreement and holds a certificate to that effect from the Council;

"woodworking machine operator, Class I", means an employee engaged in operating one or more of the following machines: A spindle, planer, thicknesser, jointer, or dovetailing machine or any other like machine used for the planing, moulding, rebating or joining of wood and for the purpose of this definition shall not include a nailing machine, circular saw, bandsaw, or portable circular saw or a machine used to join wood by means of stapling together, but includes the sharpening of cutting blades and grinding to shape of cutters and of setting up and making safe of the machines mentioned herein;

"woodworking machine operator, Class II", means an employee engaged in the setting up of and cutting, ripping or cross cutting by means of a power-driven circular saw, bandsaw, or portable circular saw of wood, plywood, wooden hoops, hard board or any other wood composition board, and/or feeding one or more of the machines mentioned in the definition of "woodworking machine operator, Class I";

"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 engaged in the General Goods Section of the Leather Industry and by all employees who are members of the trade unions and who are employed in the said Section of the Leather Industry.

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall apply only to employees for whom minimum wages are prescribed in Annexure C of this Agreement.

3. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on 1 July 1973, or on such date as may be specified by the Minister and shall remain in operation for the period ending 30 June 1975, 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) Unless otherwise stated, the prescribed wages shall be payable throughout the Republic of South Africa.

omskrywing is 'n inkoopsak met 'n toe bek 'n sak wat deur middel van knippe en/of drukknopies en/of ritsluiters toegemaak kan word maar dit sluit nie handsakke vir dames en kinders in nie;

"aansporingsloonskema" of "aanvullende loonskema" 'n stelsel van besoldiging waarvolgens 'n werknemer besoldig word volgens die hoeveelheid of omvang van die werk verrig, op dié voorwaarde dat hy, ongeag die hoeveelheid of omvang van die werk verrig, minstens sy voorgeskrewe loon moet ontvang;

"weekloon" die geldbedrag wat ingevolge klousule 4 (1) aan 'n werknemer betaalbaar is vir sy gewone werkure soos voorgeskryf in klousule 5: Met dien verstande dat—

(i) as 'n werkgewer 'n werknemer gereeld vir sodanige gewone werkure 'n bedrag betaal wat hoër is as dié in klousule 4 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

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

"houtkis" 'n kis of dokumentetas wat hoofsaaklik van hout en volgens dieselfde proses as 'n "Bantoekoffer" soos in hierdie Ooreenkoms omskryf, gemaak is vir verkoop hoofsaaklik aan Bantoes en bedoel is om aan dieselfde doel te beantwoord as 'n handkoffer of dokumentetas soos dit in die handel bekend staan, en vir die toepassing van hierdie omskrywing word alle artikels wat op hierdie manier en met hierdie doel vervaardig is, geag houtkiste te wees, uitgesonderd in gevalle waar 'n werkgewer die Raad kan oortuig dat die vervaardigde artikel 'n "Bantoekoffer" is soos in hierdie Ooreenkoms omskryf en waar hy 'n sertifikaat van die Raad met dié strekking hou;

"houtwerkmasjienbediener, klas I," 'n werknemer wat een of meer van die volgende masjiene bedien: 'n Freesmasjien, 'n skaafmasjien, 'n dikteskaafmasjien, 'n reiskaaf of 'n swaelstertmasjien of 'n ander dergelike masjien wat gebruik word om hout te skaaf, te fatsoeneer, tot sponnings te verwerk of te las, en vir die toepassing van hierdie omskrywing word 'n spykermasjien, sirkelsaag, bandsaag of draagbare sirkelsaag of 'n masjien wat gebruik word om hout aanmekaar te kram, nie ingesluit nie, maar word die skerpmaak van snylemme en die regslyp van beitels en die opstelling en beveiliging van die masjiene hierbo genoem, wel ingesluit;

"houtwerkmasjienbediener, klas II," 'n werknemer wat hout, laaghout, houthoepels, hardebord of enige ander bord van houtkomposisie in die regte posisie plaas en saag, kloofsaag of dwarssaag deur middel van 'n kragaangedrewe sirkelsaag, bandsaag of draagbare sirkelsaag, en/of een of meer van die masjiene genoem in die omskrywing van "houtwerkmasjienbediener, klas I," voer;

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

2. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Republiek van Suid-Afrika nagekom word deur alle werkgewers wat lede van die werkgewersorganisasies is en by die Seksie Algemene Goedere van die Leernywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en wat in genoemde Seksie van die Leernywerheid in diens is.

(2) Ondanks subklousule (1), is die bepalings van hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone in Aanhangsel C van hierdie Ooreenkoms voorgeskryf word.

3. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 1 Julie 1973 of op sodanige datum as wat die Minister vasstel en bly van krag vir die tydperk wat op 30 Junie 1975 eindig of vir dié tydperk wat hy bepaal.

4. LONE EN LOONSKALE

(1) (a) Behoudens klousules 5 en 16, mag geen lone wat laer is as dié wat in Aanhangsel C voorgeskryf word deur 'n werkgewer betaal en deur 'n werknemer aangeneem word vir 'n werksaamheid wat deur sodanige werknemer verrig word nie, en elke werkgewer moet hom verder hou by die getalsverhouding of ander diensvoorwaardes in genoemde Aanhangsel voorgeskryf.

(b) Tensy anders vermeld, is die voorgeskrewe lone oral in die Republiek van Suid-Afrika betaalbaar.

(c) Except in the case of a night watchman and an employee other than an employee on shift work who is required or permitted to work during the night hours, the wages prescribed in 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.

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

(2) All 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.....
Remuneration for work on Sunday		R.....
Deductions:		
Unemployment fund	R.....	
Sick benefit fund	R.....	
Provident fund	R.....	
Insurance or pension	R.....	
Trade union subscriptions	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) No deductions of any kind, other than the following, may be made from the money due to an employee:

(a) Subject to the provisions of clauses 4 (1) (d), 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 this 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: Provided that this subclause shall not apply in respect of a training scheme to which an employer is legally required to contribute.

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

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

(c) Met uitsondering van 'n nagwag en 'n ander werknemer (wat nie 'n skofwerker is nie) van wie vereis of wat toegelaat word om gedurende die nagure te werk, is die lone wat in Aanhangsel C, gelees met paragraaf (a) hiervan, voorgeskryf word, vir 'n werkweek van 42 uur betaalbaar. In die geval van 'n nagwag, moet die loon vir 'n werkweek van 72 uur betaal word, en in die geval van 'n ander werknemer (wat nie 'n skofwerker is nie) van wie vereis of wat toegelaat word om gedurende die nagure te werk, 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.

(d) Indien die getal ure wat daar gewerk word, minder is as dié voorgeskryf in paragraaf (c) hiervan, kan die loon van elke werknemer proporsioneel verminder word, behalwe in die geval van 'n nagwag: Met dien verstande dat 'n motorvoertuigdrywer van wie daar vereis word om op 'n bepaalde dag vir minder ure as die voorgeskrewe ure te werk, vir die toepassing van hierdie klousule geag moet word sy gewone getal ure op 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 bedrysinrigting plaasvind. Die verdienste moet in 'n verseëlde koevert geplaas word, waarop die naam of nommer en die loonskaal van die werknemer, die datum van betaling, die ure gewerk, besonderhede van bedrae wat afgetrek is en die netto bedrag aan verdienste wat die koevert bevat, met 'n inkpotlood of met ink op die volgende manier geskryf moet word:

Werknemer.....

Loonskaal		R.....
Ure gewerk (uitgesonderd oortyd)		.....
Loon verskuldig		R.....
Besoldiging vir werk op Sondag gedoen		R.....
Aftrekkings:		
Werkloosheidsversekeringsfonds	R.....	
Siektebystandsfonds	R.....	
Bystandsfonds	R.....	
Versekerings- of pensioenfonds	R.....	
Ledegeld vir vakvereniging	R.....	
Heffings van Raad	R.....	
Totale aftrekkings*		R.....
Netto verdienste		R.....

Werkgewer.....

Datum.....

* Slegs die totale bedrag wat afgetrek is, hoef gemeld te word uitgesonderd waar veranderings aangebring is in die netto verdienst van 'n werknemer, wanneer die bedrae wat vir daardie week afgetre, is, volledig uiteengesit moet word soos hierbo aangedui.

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

(a) Behoudens klousules 4 (1) (d), 5 (4) en 7 (2), waar die werknemer van sy werk afwesig is, uitgesonderd op versoek of las van sy werkgewer, a 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 alle bedrae deur 'n werknemer verskuldig vir etes, tee en/of ander verversings wat die werkgewer verskaf het teen 'n koste waarmee die werknemer ingestem het;

(c) heffings ingevolge klousule 10 van hierdie Ooreenkoms;

(d) bedrae wat 'n werkgewer ingevolge 'n wet, ordonnansie of regsproses namens 'n werknemer moet betaal en wel betaal het;

(e) met die skriftelike toestemming van die werknemer, bydraes tot die fondse van 'n vakvereniging wat 'n party by die Raad is.

(4) 'n Werkgewer mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n opleidingskema waartoe 'n werkgewer regtens moet bydra.

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

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

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

5. 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 eight hours, excluding meal times, on any one day: Provided that in any establishment in which—

(i) on one day in very 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 inverval 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 6 o'clock p.m. and 6 o'clock a.m.; or

(ii) after 1 o'clock p.m. on more than five days in any week.

(2) For the purposes of subclause (1) (a) an employee who does not work on any holiday referred to in clause 8 (7) (a) 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 be present for work 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 present for work at the establishment at the ordinary starting time shall be entitled to be employed for at least a half-day or to receive a half-day's pay in lieu thereof.

Employees present for work 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 the case of an employee ceasing work owing 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 10 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 10 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 paragraphs (a) and (b) of this subclause, the operation of all machinery in the establishment shall cease, and no employee shall be required or permitted 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

(7) Waar daar tot tevredenheid van die werkgewer bewys van die dood van 'n werknemer gelewer word, moet die werkgewer aan dié afhanklike van die afgestorwe werknemer wat hy goed dink, alle besoldiging betaal wat opgeloop het maar op die datum van afsterwe nog nie aan sodanige werknemer betaal is nie, en die boedel van die afgestorwe werknemer kan geen eis teen die werkgewer instel nie.

5. WERKURE

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

(a) langers as 42 uur, uitgesonderd etenstye, in 'n bepaalde week te werk nie; of

(b) langer as agt uur, uitgesonderd etenstye, op 'n bepaalde dag te werk nie: Met dien verstande dat in 'n bedrysinrigting waarin—

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

(ii) die werknemers gewoonlik nie meer as vyf dae in die week werk nie, van 'n werknemer vereis of hy toegelaat kan word om op enige werkdag vir 'n addisionele tydperk van hoogstens een en 'n kwart uur te werk; of

(c) vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat onderbreek word deur 'n pouse van minder as een uur, geag word aaneenlopend te wees; of

(d) as dit 'n vrou is—

(i) tussen 6 nm. en 6 vm. te werk nie; of

(ii) na 1 nm. op meer as vyf dae in 'n week te werk nie.

(2) Vir die toepassing van subklousule (1) (a) moet 'n werknemer wat nie op enigeen van die vakansiedae soos in klousule 8 (7) (a) bedoel, werk nie of wat op sodanige vakansiedag vir 'n korter tydperk werk as sy gemiddelde getal gewone werkure vir dié dag van die week waarop sodanige vakansiedag val, geag word sy gemiddelde getal gewone werkure op daardie dag te gewerk het.

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

(4) As daar nie van werknemers vereis word om op 'n bepaalde dag in 'n bedryfsinrigting vir werk teenwoordig te wees nie, moet hulle individueel of by kennisgewing, opgeplak in die afdeling of afdelings waarin hulle werksaam is, voor sodanige dag in kennis gestel word dat hul dienste nie nodig sal wees nie.

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

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

'n Werknemer wat ophou om te werk weens 'n onklaarraking, is geregtig op betaling vir die eerste uur en vir enige tyd langer as een uur wat daar van hom vereis word om in die bedryfsinrigting te bly.

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

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

(a) Op elke dag, minstens 10 minute in die voormiddag tussen 10 vm. en 11 vm., mits daar vir een uur gewerk is;

(b) van Maandag tot Vrydag, minstens 10 minute elke namiddag tussen 3.30 nm. en 4.30 nm., mits daar vir een uur gewerk is.

Gedurende die rustye waarvoor in paragrawe (a) en (b) van hierdie subklousule voorsiening gemaak word, moet alle masjinerie in die bedryfsinrigting stopgesit word en 'n werkgewer mag van geen werknemer vereis of hom toelaat om te werk nie.

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

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

(b) Wanneer 'n skof tot in die nagure strek, moet daar vir sodanige nagure betaal word teen 'n premie van vyf persent van die uurloon, wat vir die toepassing van hierdie klousule die weekloon moet wees, gedeel deur 42 ten opsigte van die ure tussen

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 seven and a half 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 motor vehicle driver shall include all periods of driving and any time spent on other work connected with the vehicle or the load and all periods during which an employee is obliged to remain at his post in readiness to work but shall not include meal times.

6. OVERTIME

(1) Notwithstanding the provisions of clause 5 (1) (a) and (b), 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 10) fixed by the Council by notice in writing to the employer, specifying the employee, or the class of employee in respect of whom the notice is applicable, and the period for which and the 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 60 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 subclause (4) thereof, 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 33⅓ per cent;

(b) on Saturday afternoon, his hourly wage plus 50 per cent.

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

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

(a) pay to the employee—

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

(ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary 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

6 nm. en 10 nm., gewerk, en teen 'n premie van 10 persent van die uurloon, op dieselfde manier bereken, ten opsigte van die ure tussen 10 nm. en 6 vm. gewerk.

(c) Tyd deur 'n skofwerker gewerk buite die gewone skofure soos aan die Raad bekendgemaak, is aan klousule 6 (3) onderworpe.

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

(e) Klousule 6 (4) is nie van toepassing nie op 'n skofwerker wat tot op 'n Saterdag aanhou werk nadat hy op 'n Vrydag begin werk het.

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

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

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

6. OORTYDWERK

(1) Ondanks klousule 5 (1) (a) en (b) en behoudens hierdie klousule, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om in 'n bepaalde week oortyd te werk vir altesaam hoogstens—

(a) tien uur; of

(b) 'n getal ure (wat meer as 10 uur kan wees) wat die Raad vasgestel het by wyse van 'n skriftelike kennisgewing aan die werkgewer, waarin die werknemer of die klas werknemer op wie die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaardes waarop dit van krag is, gemeld word:

Met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat 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 60 dae in 'n jaar oortyd te werk nie;

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

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

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

(iii) sodanige werknemer betyds 'n voorgeskrewe toelae betaal het ten einde haar in staat te stel om 'n maaltyd 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 voordat sodanige oortydwerk verrig moet word, daarvan kennis gegee het.

(3) 'n Werknemer, uitgesonderd 'n nagwag, wat voor sy gewone begintyd of na sy gewone uitskeityd werk, moet behoudens subklousule (4) hiervan, vir elke uur of gedeelte van 'n uur aldus gewerk, soos volg betaal word:

(a) Indien hy op enige dag van Maandag tot en met Vrydag gewerk het, sy uurloon plus 33⅓ persent;

(b) indien hy op Saterdagnamiddag gewerk het, sy uurloon plus 50 persent.

(4) Wanneer dit vir 'n bedryfsinrigting gebruiklik is om die gewone werkweek van 42 uur tussen Maandag en Vrydag te voltooi, moet 'n werknemer, uitgesonderd 'n nagwag, van wie daar vereis word om op 'n 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 hy werklik tussen Maandag en Vrydag gewerk het.

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

(a) òf sodanige werknemer soos volg betaal:

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

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

(b) òf die werknemer besoldig teen minstens een en eenderde maal sy gewone besoldiging vir die totale tydperk op sodanige Sondag gewerk, en hom binne sewe dae vanaf sodanige Sondag een dag vakansie toestaan en hom minstens sy gewone

than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

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

(7) A night watchman who is on duty for time in excess of 12 consecutive hours, shall for such excess time be paid at the rate of his hourly wage plus 33⅓ 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 clause 4 (1) (d), 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, other than night watchmen, 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 in pursuance of the Defence Act, 1957;

(b) if any public holiday referred to in subclause (7) of this clause falls within the period of such leave, such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday at the same time as the leave allowance, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

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

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

(3) Employment for half a month or over shall be reckoned as employment for a full month for the purpose of calculating the leave allowance payable in terms of subclauses (1) and (2) and "half a month" shall mean any period of 15 consecutive calendar days (irrespective of working days): Provided that if an employee is given notice at any time during the month in which the factory closes for leave purposes, he shall receive the full leave pay calculated in terms of subclause (1) for that month: 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 subclauses (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.

besoldiging daarvoor betaal, asof hy op sodanige vakansiedag sy gemiddelde getal gewone werkure vir daardie dag van die week gewerk het.

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

(7) 'n Nagwag wat langer as 12 agtereenvolgende ure op diens is, moet vir sodanige oortyd betaal word teen sy uurloon plus 33⅓ persent. 'n Nagwag wat op sy vry nag diens doen, moet dubbel sy uurloon betaal word.

(8) 'n Werknemer wat volgens 'n aansporingsloonskema in diens is en oortyd werk, moet vir sodanige oortydwerk betaal word teen die loon in hierdie klousule voorgeskryf: Met dien verstande dat die oortydbesoldiging bereken moet word op slegs sy gewone weeklikse besoldiging, uitgesonderd aanvullende lone.

7. KORTTYD

(1) 'n Werkgewer wat voornemens is om korttyd te laat werk, moet sy werknemers òf individueel, òf by skriftelike kennisgewing opgeplak in die afdeling of afdelings waarin hulle werksaam is, daarvan kennis gee en wel voor of op die dag voor die dag waarop sodanige korttyd gewerk moet word.

(2) Wanneer korttyd in 'n bedryfsinrigting gewerk is, kan die werkgewer, behoudens klousule 4 (1) (d), 'n pro rata-bedrag van die gewone weeklikse besoldiging van die betrokke werknemer aftrek.

(3) Wanneer korttyd in 'n bedryfsinrigting ingevoer word, moet die werkgewer, waar moontlik, die werk eweredig onder die werknemers in die betrokke afdeling verdeel.

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

8. VAKANSIEDAE EN JAARLIKSE VERLOF

(1) Elke werkgewer moet nie vroeër nie as die 10de dag en nie later nie as die 24ste dag van Desember elke jaar aan elke werknemer in sy diens, uitgesonderd nagwagte, afwesigheidsverlof vir minstens twee agtereenvolgende weke en twee dae toestaan en aan sodanige werknemer voor of op die laaste werkdag voor die begin van sodanige verlof een twaalfde van die loon wat hy in twee weke en twee dae sou verdien het, as verloftoelae betaal vir elke maand diens by die werkgewer: Met dien verstande dat—

(a) die tydperk van sodanige verlof nie mag saamval nie met 'n diensopseggingstermyn of met militêre opleiding ingevolge die Verdedigingswet, 1957;

(b) as 'n openbare vakansiedag soos in subklousule (7) 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 vir sodanige openbare vakansiedag, en gelyktydig met die verloftoelae 'n bedrag betaal moet word gelyk aan die loon wat hy sou verdien het as hy op sodanige openbare vakansiedag sy gemiddelde getal gewone daaglikse werkure gewerk het.

Opmerking.—Vir die berekening van die verlofbesoldiging wat ingevolge hierdie klousule betaalbaar is, beteken besoldiging vir "twee dae" twee vyfdes van die weekloon.

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

(3) Vir die berekening van die verloftoelae wat betaalbaar is ingevolge subklousules (1) en (2), word diens vir 'n halfmaand of langer gereken diens vir 'n volle maand te wees en beteken, "halfmaand" 'n tydperk van 15 agtereenvolgende kalenderdae (afgesien van die getal werkdae): Met dien verstande dat as 'n werknemer te eniger tyd gedurende die maand waarin die fabriek vir verlofdoeleindes sluit, kennis gegee word, hy die volle vakansiebesoldiging, bereken ooreenkomstig subklousule (1), vir daardie maand moet ontvang: Voorts met dien verstande dat as 'n werknemer kennis gee en sodanige kennistermyn eindig op die sluitingsdag van die fabriek gedurende genoemde maand, hy daarop geregtig is om een twaalfde van die vakansiebesoldiging vir die maand te ontvang.

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

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

(b) The leave prescribed in paragraph (a) shall be granted not earlier than the 10th day and not later than the 24th day of December of each year: Provided that—

(i) the period of leave shall not be concurrent with any period during which the employee is under notice of termination of employment or is undergoing military training, in pursuance of the Defence Act, 1957;

(ii) if any public holiday referred to in subclause (7) of this clause falls within the period of such leave, such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday, at the same time as the leave allowance an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

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

(6) Any period during which an employee—

(a) is on leave in terms of subclauses (1) and (5); or

(b) undergoes military training in pursuance of the Defence Act, 1957; 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 subclauses (1), (2) and (5): Provided that the provisions of paragraph (d) of this subclause shall not apply in respect of any period of absence owing to illness or confinement 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 or confinement from doing his work, or in respect of that portion of any total period of absence during any 12 months of employment which is in excess of 30 days: 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.

(7) (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 subclause falls on a Saturday the pay for such holiday shall be calculated at the rate of one-fifth normal weekly wage.

Wanneer 'n werknemer besoldig word op 'n ander grondslag as ooreenkomstig die tyd werklik deur hom gewerk, moet sy besoldiging vir die berekening van die verloftoelae wat ingevolge subklousules (1), (2) en (3) betaalbaar is, bereken word asof hy per uur betaal word en moet sy besoldigings op enige datum vasgestel word 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 kortste tydperk, te deel deur die getal ure gewerk gedurende die tydperk waarvoor sodanige besoldiging betaal is: Met dien verstande dat as voornoemde besoldiging bereken moet word met die doel om die verloftoelae te betaal wat verskuldig is ten opsigte van die jaarlikse verloftydperk soos in subklousule (1) hiervan bedoel, voornoemde tydperk van agt weke of die totale tydperk van sy diens, naamlik die kortste tydperk, geag kan word te verstryk op 'n datum hoogstens vier (4) weke voor die datum met ingang waarvan die werknemer se verlof toegestaan word.

(5) (a) Ondanks die bepalings van subklousule (1), moet 'n werkgewer 'n nagwag 21 agtereenvolgende kalenderdae verlof toestaan vir elke voltooide tydperk van 12 maande diens, en moet hy, voor of op die laaste werkdag voor sodanige verlof begin, sodanige werknemer 'n bedrag van minstens drie maal die weekloon betaal waarop hy met ingang van die eerste verlofdag geregtig is.

(b) Die verlof in paragraaf (a) voorgeskryf, moet nie vroeër as die 10de dag en nie later as die 24ste dag van Desember elke jaar toegestaan word nie: Met dien verstande dat—

(i) die verloftydperk nie met diensopseggingstermyn of militêre opleiding ingevolge die Verdedingswet, 1957, mag saamval nie;

(ii) indien 'n openbare vakansiedag soos in subklousule (7) van hierdie klousule bedoel, binne sodanige verloftydperk val, sodanige openbare vakansiedag by genoemde tydperk as 'n verdere verloftydperk gevoeg moet word en die werknemer vir sodanige openbare vakansiedag, en gelyktydig met die verloftoelae, die loon wat hy sou verdien het indien hy op sodanige openbare vakansiedag sy gemiddelde getal daaglikse gewone werkure gewerk het, betaal moet word.

(c) 'n Nagwag wie se diens gedurende enige tydperk van 12 maande diens eindig voordat die verloftydperk in paragraaf (a) voorgeskryf, ten opsigte van daardie tydperk opgeloop het, moet by sodanige beëindiging, benewens alle ander besoldiging aan hom verskuldig, vir elke voltooide maand van sodanige dienstydperk minstens een kwart van die weekloon betaal word wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het.

(6) Enige tydperk waarin 'n werknemer—

(a) kragtens subklousules (1) en (5) met verlof is; of

(b) militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan; of

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

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

word vir die toepassing van subklousules (1), (2) en (5) geag diens te wees: Met dien verstande dat paragraaf (d) van hierdie subklousule nie op 'n tydperk van afwesigheid weens siekte of 'n bevalling wat meer as drie agtereenvolgende dae beloop, van toepassing is nie as die werknemer versuim om, nadat die werkgewer hom daarom versoek het, 'n sertifikaat van 'n mediese praktisyn aan sy werkgewer voor te lê waarin verklaar word dat hy weens siekte of 'n bevalling verhinder is om sy werk te doen, of nie op daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige 12 maande diens wat langer is as 30 dae van toepassing is nie: Voorts met dien verstande dat die tydperk van militêre opleiding wat geag word diens te wees, nie meer as vier maande in 'n bepaalde jaar diens mag beloop nie.

(7) (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 vir 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 sy dienste gedurende daardie week beëindig weens swak gesondheid wat, in die geval van 'n vroulike werknemer, ook swangerskap insluit, moet sodanige werknemer, benewens enige ander besoldiging wat aan hom verskuldig is, twee dae se loon vir Goeie Vrydag en Paasmaandag betaal word.

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

(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 subclause (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; and

(ii) before the factory closes give his employees notice of the actual date upon which they will be required to recommence work.

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

(8) Every employer in the Industry shall, during the month of January each year, and every employer entering the Industry shall, within 14 (fourteen) days of such entry, satisfy the Council, either by way of a bank guarantee in the form of Annexure D or a certificate provided by a registered insurance company, that security exists for payment of the leave allowance accruing in terms of this clause.

(9) Notwithstanding any provision of this Agreement to the contrary, payment to the Council under any guarantee or certificate in terms of this clause shall be deemed to be a payment to the Council for the account of employees to whom leave pay may be outstanding from any employer, and the Council is hereby authorised to receive such payments on behalf of such employees, and to effect payment to the employees as soon as possible after receipt thereof.

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

(b) An employer who requires or permits outwork to be done shall, within three days of handing the work out, lodge with the District Committee a statement specifying the outwork to be done, the quantities to be done, and the rates or prices to be paid for such outwork.

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

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

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

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 a minimum wage of less than R11,08 per week is prescribed;

(b) 2c from the earnings of each of his employees, other than those referred to in paragraph (a), but excluding employees for whom a wage of R22,14 per week or more is prescribed;

(c) 4c per week from the earnings of each of his employees for whom a wage of R22,14 per week or more is prescribed.

(d) Ingeval 'n werkgewer die dienste van 'n werknemer gedurende Desember beëindig of ingeval 'n werknemer sy dienste gedurende daardie maand beëindig weens swak gesondheid wat, in die geval van 'n vroulike werknemer, ook swangerskap insluit, moet sodanige werknemer, benewens enige ander besoldiging wat aan hom verskuldig is, een dag se loon betaal word vir elkeen van die openbare vakansiedae (Geloftedag, Kersdag en Nuwejaarsdag) waaroor geen besoldiging 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, alvorens hy die vakansie vermeld in subklousule (1) toestaan,—

(i) sy werknemers minstens 30 dae vooraf kennis gee van die laatste datum waarop die verlof toegestaan sal word en van die vroegste datum waarop daar van hulle vereis sal word om weer te begin werk; en

(ii) sy werknemers in kennis stel, voordat die fabriek sluit, van die werklike datum waarop daar van hulle vereis sal word om weer te begin werk.

Die kennisgewing hierbo bedoel, moet skriftelik geskied en moet deur die werkgewer opgeplak word op 'n plek wat vir sy werknemer geredelik toeganklik is.

(8) Elke werkgewer in die Nywerheid moet gedurende Januarie elke jaar, en elke werkgewer wat tot die Nywerheid toetree moet binne 14 (veertien) dae na sodanige toetrede, òf deur middel van 'n bankwaarborg in die vorm van Aanhangsel D òf deur middel van 'n sertifikaat verskaf deur 'n geregistreerde versekeringsmaatskappy, tot tevredenheid van die Raad bewys lewer dat daar sekuriteit bestaan vir die betaling van die verloftoelae wat ingevolge hierdie klousule oploop.

(9) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet betaling aan die Raad ooreenkomstig enige waarborg of sertifikaat ingevolge hierdie klousule geag word 'n betaling aan die Raad te wees ten behoewe van werknemers aan wie verlofbesoldiging deur enige werkgewer verskuldig mag wees, en die Raad word hierby gemagtig om sodanige betalings namens sodanige werknemers te ontvang en om dit so spoedig moontlik na ontvangs daarvan aan die werknemers uit te betaal.

9. WERKPLEK EN BUITEWERK

(1) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om werk in die Nywerheid op enige ander plek as in sy gewone 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) (a) Geen werkgewer mag vereis of toelaat dat buitewerk verrig word nie behalwe kragtens 'n sertifikaat wat deur die Uitvoerende Komitee uitgereik is: Met dien verstande dat alle werkgewers in die Nywerheid op die datum waarop hierdie Ooreenkoms in werking tree, geag word vrygestel te wees van hierdie bepaling en dat 'n vrystellingsertifikaat aan hulle uitgereik moet word.

(b) 'n Werkgewer wat vereis of toelaat dat buitewerk verrig word, moet binne drie dae nadat die werk uitbestee is, by die distrikskomitee 'n staat indien waarop die volgende aangetoon word: Die buitewerk wat gedoen moet word, die hoeveelhede wat gedoen moet word en die skale en pryse wat vir sodanige buitewerk betaal moet word.

(c) Die Uitvoerende Komitee kan, indien hy daarvan oortuig is dat die loon wat betaal word of die omstandighede waaronder buitewerk verrig word, die belange van ander werkgewers of werknemers in die Nywerheid benadeel, enige sertifikaat wat kragtens hierdie klousule uitgereik is, intrek deur een week vooraf skriftelik kennis aan die betrokke werkgewer te gee.

(d) Ingeval die Uitvoerende Komitee nie daarvan oortuig is dat werk wat deur 'n werkgewer uitbestee word, nie die belange van ander werkgewers of die werknemers in die Nywerheid benadeel nie, kan hy sodanige werkgewer aansê om òf regstreeks òf aan 'n agent van die Raad dié inligting te verstrek wat die Uitvoerende Komitee in verband met die verrigting van buitewerk vereis.

(e) Die Uitvoerende Komitee kan, sonder nadere kennisgewing, die sertifikaat intrek wat uitgereik is aan 'n werkgewer wat versuim om die inligting in subklousule (3) bedoel, te verstrek binne 14 dae nadat hy daarom versoek is of binne dié verlengde tydperk wat die Uitvoerende Komitee bepaal.

10. FONDSE VAN DIE RAAD

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

(a) 1c aftrek van die verdienste van elkeen van sy werknemers vir wie 'n minimum loon van minder as R11,08 per week voorgeskryf is;

(b) 2c aftrek van die verdienste van elkeen van sy ander werknemers as dié bedoel in paragraaf (a), maar uitgesonderd werknemers vir wie 'n loon van R22,14 of meer per week voorgeskryf is;

(c) 4c per week aftrek van die verdienste van elkeen van sy werknemers vir wie 'n loon van R22,14 of meer per week voorgeskryf is.

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

(4) The notice prescribed in subclause (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 subclause 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 clause 8 (1) and (5) 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 subclauses (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 clause 8 (1) shall be regarded as short-time.

(10) Whenever a public holiday other than one of the holidays mentioned in clause 8 (7) (a) 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 subclause (1) of this clause, shall not run concurrently with nor shall notice be given by an employer during the employee's absence on annual leave in terms of clause 8 or during any period of military training in pursuance of the Defence Act, 1957.

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

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

12. INSURANCE OF WAGES IN CASE OF FIRE

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

By die totaal van die bedrae aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg, en die totaal van al die bedrae voor of op die sewende dag van die daaropvolgende maand stuur aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, of aan sodanige ander beampte as wat die Raad of die Uitvoerende Komitee mag aanwys.

11. DIENSBEËINDIGING

(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, in die geval van 'n nuwe werknemer, die dienskontrak sonder kennisgewing aan die einde van die vyfde werkdag van sodanige werknemer òf deur die werkgewer, òf deur die werknemer beëindig kan word.

(2) Vir die toepassing van hierdie klousule beteken "nuwe werknemer" 'n werknemer wat nie gedurende die tydperk van 12 maande onmiddellik voor die datum waarop hy in diens geneem is, by die werkgewer by wie hy in diens is, werksaam was nie.

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

(4) Die kennisgewing in subklousule (1) bedoel, moet gegee word voor of op en tree in werking vanaf 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 weeklikse besoldiging wat die werknemer op die datum van sodanige beëindiging ontvang het, en hierdie subklousule is *mutatis mutandis* van toepassing op 'n werknemer wat sy dienskontrak sonder kennisgewing wil beëindig.

(6) 'n Werknemer wie se dienste nie na verstryking van die verloftydperk in klousule 8 (1) en (5) van hierdie Ooreenkoms voorgeskryf, nodig sal wees nie, moet minstens een week voordat sodanige verloftydperk begin, daarvan in kennis gestel word, anders 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 week korttyd vir 'n langer tydperk as twee volle agtereenvolgende dae gewerk het, kan sy dienskontrak beëindig deur een dag vooraf kennis te gee.

(8) Subklousules (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 kennisgewingtermyn wat vir albei partye ewe lank is en langer is as dié in hierdie klousule voorgeskryf.

(9) Waar 'n werknemer 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 werknemer geregtig op betaling van 'n bedrag gelyk aan sy gewone weeklikse besoldiging benewens betaling ingevolge hierdie Ooreenkoms vir die werk wat hy verrig het. Waar 'n bedryfsinrigting gesluit is vir 'n tydperk onmiddellik na of onmiddellik voor die jaarlikse verloftydperk waarvoor in klousule 8 (1) voorsiening gemaak word, word sodanige tydperk geag korttyd te wees.

(10) Wanneer 'n ander openbare vakansiedag as een van die vakansiedae genoem in klousule 8 (7) (a) op 'n werkdag binne 'n opseggingstermyn ooreenkomstig hierdie klousule val, en die afdeling van die bedryfsinrigting waarin die betrokke werknemer werksaam is, op daardie dag gesluit is, is die werknemer nogtans geregtig op betaling vir sodanige openbare vakansiedag van 'n bedrag gelyk aan een vyfde van sy gewone weekloon.

(11) Die kennisgewingtermyn in subklousule (1) van hierdie klousule voorgeskryf, mag nie met 'n werknemer se afwesigheid met jaarlikse verlof kragtens klousule 8 of met 'n tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, saamval nie, en 'n werkgewer mag ook nie gedurende sodanige afwesigheid of tydperk aldus kennis gee nie.

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

(13) Vir die toepassing van subklousules (5), (6) en (9) van hierdie klousule, omvat, "gewone weeklikse besoldiging" nie 'n aanvullende loon nie.

12. VERSEKERING VAN LONE IN GEVAL VAN BRAND

(1) Elke werkgewer moet by 'n geregistreerde versekeringsmaatskappy 'n versekeringspolis in stand hou wat voorsiening maak vir die betaling van een week se lone aan al die werknemers van die werkgewer wat weens brand nie kan werk nie: Met dien verstande dat, indien die stopsetting van die werk korter as een week duur, 'n pro rata-bedrag betaal moet word.

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

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

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

13. SERVICE CERTIFICATES

(1) Every employer shall issue to every employee who leaves his service after the coming into operation 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 subclause (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.

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

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

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

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

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

14. 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 the executive Committee may on the recommendation of a District Committee, or on its own decision, grant exemption from any of the provisions of this Agreement to or in respect of any person for any good and sufficient reasons.

(2) Elke werkgewer wat 'n polis ingevolge subklousule (1) uitgeneem het, moet binne 14 dae nadat hy deur 'n agent van die Raad daarom versoek is, 'n sertifikaat van die versekeringsmaatskappy toon waarin verklaar word dat versekeringsdekking bestaan om aan die vereistes van subklousule (1) te voldoen en waarin verder die tydperk waarvoor die polis geldig is, gemeld word.

(3) Indien dit vir die werkgewer onmoontlik is om so 'n versekeringspolis te verkry, moet hy, indien hy dit nie alreeds gedoen het nie, binne twee maande na die datum waarop hierdie Ooreenkoms in werking tree of binne twee maande na die datum waarop hy tot die Nywerheid toetree, naamlik die jongste datum, by die Raad 'n bedrag deponeer wat gelyk is aan al die werknemers in die bedryfsinrigting se lone vir een week, en die Raad moet sodanige bedrag in 'n spesiale trustbeleggingsrekening hou totdat dit vir so 'n uitbetaling aan die werknemers nodig is: Met dien verstande dat as dit nie aldus aan die werknemers betaal word nie, dit die eiendom van die werkgewer is.

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

13. DIENSSERTIFIKATE

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

(2) Elke werknemer aan wie 'n sertifikaat ooreenkomstig subklousule (1) hiervan uitgereik is, moet by aanvaarding van verdere diens in die Nywerheid sodanige sertifikaat oorhandig aan die werkgewer, wat dit veilig moet bewaar solank sodanige werknemer in sy diens bly. Geen werkgewer mag 'n werknemer in diens neem nie, tensy sodanige werknemer so 'n sertifikaat oorhandig of 'n sertifikaat wat deur die sekretaris van 'n distrikskomitee of die Sekretaris van die Raad onderteken is en waarin die vorige ondervinding van die aansoeker (as daar is), gemeld word.

(3) By die diensbeëindiging van 'n werknemer moet die werkgewer dadelik die res van die besonderhede op die werknemer se dienskaart invul, d.w.s. die datum van sy vertrek, sy loon op die datum van vertrek en die lengte van sy diens. Die ingevulde kaart moet dan 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 voorgeskryf in Aanhangsel B van hierdie Ooreenkoms verstrek ten opsigte van elke werknemer wat sy diens verlaat. Die werkgewer moet sodanige sertifikate agtereenvolgens nommer en een kopie van elkeen bewaar.

(5) Ingeval 'n persoon wat om werk aansoek doen, 'n leerling is, moet die werkgewer van hom vereis om 'n geboortesertifikaat in te dien of ander bewys van sy ouderdom te lewer.

'n Werkgewer kan 'n ondertekende verklaring van die werknemer se ouer of voog as "bewys van ouderdom" aanvaar vir 'n tydperk van drie maande vanaf die datum waarop hy in diens geneem word, en die werknemer moet gedurende hierdie tydperk 'n geboortesertifikaat indien. Indien die werknemer na verloop van sodanige tydperk van drie maande nie daartoe in staat is om so 'n sertifikaat in te dien nie, moet die werkgewer by die distrikskomitee of, waar daar geen distrikskomitee bestaan nie, by die Uitvoerende Komitee aansoek doen om vrystelling van hierdie subklousule.

'n Ondertekende verklaring deur die werknemer mag nie as "bewys van ouderdom" aangeneem word nie.

In die geval van Bantoes kan 'n sertifikaat wat deur die Bantoesakekommissaris ondertken is, aangeneem word in die plek van 'n sertifikaat van die ouer of voog.

Wanneer die sekretaris van die distrikskomitee of die Sekretaris van die Raad deur 'n aansoeker genader word, moet hy die besonderhede van die aansoeker se ouderdom en ondervinding vasstel en verifieer en daarna 'n sertifikaat uitreik.

14. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkgewer moet aan enigeen 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 kan 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 kan op aanbeveling van 'n distrikskomitee of uit eie beweging aan of ten opsigte van enigeen om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) The Council or Executive Committee shall fix in respect of any person granted exemption the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council or Executive Committee may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption.

Where it is not possible to obtain the prior approval of the Council or Executive Committee an employee over the age of 21 years in respect of whom application has been made for exemption to permit of a rate less than the rate prescribed being paid, shall be paid not less than the rate laid down by the District Committee from the date he commences on the operation.

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

In the event of the Council or Executive Committee 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 Committee shall issue to every person granted exemption a licence signed by him setting out—

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption is granted;

(c) the conditions subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

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

(a) number consecutively all licences issued;

(b) retain a copy of each licence issued; and

(c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

(5) No exemption from the provisions of clause 5 (1) (d) 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 emmergency; 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 15 YEARS

No employer shall require or permit any employee under the age of 15 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 subscriptions and shall, by the 15th day of each succeeding month hand the amount so deducted to the official appointed by the trade union to receive it or, alternatively, shall send it by post to the registered office of the trade union.

(2) Die Raad of die Uitvoerende Komitee moet ten opsigte van enigeen aan wie vrystelling verleen is, die voorwaardes waarop sodanige vrystelling verleen word en die tydperk waarvoor sodanige vrystelling van krag is, vasstel: Met dien verstande dat die Raad of die Uitvoerende Komitee 'n vrystellingsertifikaat na een week skriftelike kennisgewing aan die betrokke persoon kan intrek indien hy dit goed dink.

Waar dit onmoontlik is om die goedkeuring van die Raad of die Uitvoerende Komitee vooraf te verkry, moet 'n werknemer wat ouer as 21 jaar is en ten opsigte van wie daar aansoek gedoen is om vrystelling ten einde dit moontlik te maak om hom minder as die voorgeskrewe loon te betaal, minstens die loon voorgeskryf deur die distrikskomitee, betaal moet word vanaf die datum waarop hy met die werk begin.

Ingeval die Raad of die Uitvoerende Komitee 'n hoër loon voorskryf as dié vasgestel deur die distrikskomitee, is sodanige hoër loon van toepassing vanaf die datum waarop die Raad of die Uitvoerende Komitee sy beslissing gee.

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

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

(a) Die volle naam van die betrokke persoon;

(b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes waarop sodanige vrystelling verleen word; en

(d) die tydperk waarvoor die vrystelling van krag is.

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

(a) alle sertifikate wat uitgereik word, agtereenvolgens nommer;

(b) 'n kopie van elke sertifikaat wat uitgereik word, bewaar; en

(c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

(5) Geen vrystelling van die bepalings van klousule 5 (1) (d) mag kragtens hierdie klousule aan of ten opsigte van 'n vroulike werknemer wat handewerk verrig, verleen word nie, behalwe met die doel om werk te verrig—

(a) wat deur 'n noodgeval noodsaaklik gemaak is; of

(b) wat nodig is ten einde die verlies van grondstowwe wat in die proses van verwerking is en wat gou kan bederf, te voorkom.

17. PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

Geen werkgewer mag van 'n werknemer onder die ouderdom van 15 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 behulpsaam te wees met die uitvoering van hierdie Ooreenkoms. Dit is die plig van elke werkgewer om sodanige persone toe te laat om sy bedrysinrigting te betree en om sodanige navrae te doen en sodanige dokumtente, boeke, loonstate, betaalkoeverte en betaalkaartjies te ondersoek en sodanige individue te ondervra as wat nodig is ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

19. INDIENSNEMING VAN LEDE VAN VAKVERENIGINGS

(1) By indiensneming moet voorkeur gegee word aan lede van die vakverenigings, en werkgewers moet aan beamptes van die vakverenigings alle redelike fasiliteite verleen om organisasiewerk onder werknemers te doen.

(2) Die lede van die vakverenigings in elke bedryfsinrigting het die reg om een of meer vakverenigingverteenwoordigers en/of 'n vakverenigingkomitee uit hul geledere aan te stel ooreenkomstig die bepalings vir die aanstelling van vakverenigingverteenwoordigers en vakverenigingkomitees in die konstitusie van die betrokke vakvereniging, en die betrokke werkgewer moet aan sodanige vakverenigingverteenwoordigers en vakverenigingkomitees volle erkenning en redelike fasiliteite verleen vir vergaderings daarvan en oorlegpleging daarmee oor sake betreffende geskille en die werktoestande van die werknemers oor die algemeen.

(3) Wanneer 'n werknemer 'n werkgewer skriftelik daarom versoek, moet die werkgewer van die loon van sodanige werknemer die werknemer se ledegeld vir die vakvereniging aftrek en moet hy voor die 15de dag van die daaropvolgende maand die bedrag wat aldus afgetrek is, aan die beampte wat deur die vakvereniging aangestel is om dit te ontvang, oorhandig of dit aan die geregistreerde kantoor van die vakvereniging pos.

20. LICENSING OF LEARNERS ON CERTAIN OPERATIONS

(1) Application for permission to employ a learner upon the following operations shall be made by the employer to the Council on such form as may be prescribed by the Council:

(a) Travelling requisites—corner stitching, cutting (Class I), power guillotining, rotary cutting and wood machining (Class I);

(b) Saddlery department—saddle making.

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

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

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

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

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

(7) On completion of his period of learnership, the Council shall issue a certificate to the employee stating his name, age and experience the said learner has had on the operation or operations.

(8) Notwithstanding anything to the contrary contained in this Agreement, a learner who, whether before or during the currency of this Agreement was engaged at a higher rate than that prescribed for one of his experience shall be paid increments as though he had been by experience entitled to be paid at the rate at which he was engaged.

(9) The Secretary of the Council shall maintain a register of all licences issued in terms of this clause and the Secretaries of each District Committee shall in addition maintain a register of all licences issued in their respective areas, and in addition the agents of the Council shall submit to the District Committee concerned a report on the progress of licensed learners in their respective areas at least once in every six months. Where a District Committee is satisfied that a learner is not receiving proper training, it may recommend to the Executive Committee cancellation of such learner's licence.

21. 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.

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 situated 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.

20. LISENSIËRING VAN LEERLINGE VIR SEKERE WERKSAAMHEDE

(1) Die werkgewer moet op die vorms wat die Raad voorskryf, aansoek doen om toestemming om 'n leerling in diens te neem vir onderstaande werksaamhede:

(a) Reisbenodigdhede—hoekstikwerk, snywerk (klas I), kragguillotinewerk, draaisnywerk en houtmasjienwerk (klas I);

(b) saaltuigafdeling—saalmakery.

(2) Elke lisensie wat in subklousule (1) bedoel word, moet deur die Sekretaris van die Raad onderteken word en moet die leerling se naam en ouderdom, die werksaamheid wat hy verrig, die minimum loon aan hom betaalbaar, die naam van die werkgewer en die tydperk waarvoor die lisensie van krag is, meld.

(3) Die Raad of die Uitvoerende Komitee kan, as hy dit goed dink, nadat hy een week vooraf skriftelik aan die werkgewer en die werknemer kennis gegee het, enige lisensie wat kragtens hierdie klousule uitgereik is, intrek, afgesien daarvan of die geldigheidstermyn verstryk het of nie.

(4) 'n Duplikaat van elke lisensie wat kragtens hierdie klousule uitgereik word, moet aan die werknemer oorhandig word.

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

(6) Geen leerling wat kragtens hierdie klousule in diens geneem is, kan ontslaan word of die diens van sy werkgewer sonder die goedkeuring van die Raad verlaat nie.

(7) By voltooiing van 'n werknemer se leertyd moet die Raad 'n sertifikaat aan hom uitreik, waarop sy naam, ouderdom en die ondervinding wat hy as leerling in die werksaamheid of werksaamhede gehad het, voorkom.

(8) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet 'n leerling wat, hetsy voor of gedurende die geldigheidstermyn van hierdie Ooreenkoms, teen 'n hoër loon in diens geneem is as dié wat vir iemand met sy ondervinding voorgeskryf word, verhoging betaal word asof hy vanweë sy ondervinding geregtig is op die loon waarteen hy in diens geneem is.

(9) Die Sekretaris van die Raad moet 'n register hou van alle lisensies wat kragtens hierdie klousule uitgereik word, en daarbenewens moet die sekretaris van elke distrikskomitee 'n register hou van alle lisensies wat in sy betrokke gebied uitgereik word, en daarby moet die agente van die Raad minstens een maal elke ses maande 'n verslag oor die vordering van gelisensieerde leerlinge in hul betrokke gebiede aan die betrokke distrikskomitee voorlê. Waar 'n distrikskomitee daarvan oortuig is dat 'n leerling nie behoorlike opleiding ontvang nie, kan hy by die Uitvoerende Komitee aanbeveel dat sodanige leerling se lisensie ingetrek word.

21. VERBODE 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 verbode was nie, en moet die werkgewer aanhou om sodanige besoldiging te betaal asof sodanige indiensneming of indienshouding nie verbode was nie.

22. AANSPORINGSLOONSKEMA

(1) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om volgens 'n aansporingsloonskema of stukwerkskema te werk, daarin te deel of daaraan deel te neem nie, tensy sodanige werkgewer kragtens 'n vrystellingsertifikaat behoorlik daartoe gemagtig is. Sodanige vrystellingsertifikaat kan deur die Raad of die Uitvoerende Komitee van die Raad uitgereik word op sodanige voorwaardes wat die Raad van tyd tot tyd voorskryf.

(2) Daar moet in die eerste plek by die distrikskomitee in wie se gebied die bedryfsinrigting van die werkgewer geleë is, aansoek gedoen word om sodanige vrystelling, en die distrikskomitee moet dan 'n aanbeveling in verband met so 'n aansoek by die Uitvoerende Komitee doen. Elke aansoek moet, benewens alle ander besonderhede wat die werkgewer wil voorlê, die naam van die firma, die getal werknemers en die betrokke afdeling en werksaamhede meld en 'n kort uiteensetting van die voorgestelde skema gee.

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 the highest rated of those operations worked during that week.

24. TOOLS

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

25. RATIO

The ratio provisions contained in Annexure C to this Agreement shall be observed by all employers and employees in the Industry: Provided that an employer shall not be taken into consideration for the purposes of determining the ratio of employees.

26. REGISTRATION OF EMPLOYERS

(1) Every employer who has not already done so in pursuance of any previous agreement shall within one month from the date on which this Agreement comes into operation and every employer entering the Industry after that date shall within one months of the date on which he starts business, forward to the Secretary of the District Committee for the area concerned, the following particulars, which shall be in writing and signed by the employer: His full name, and if the employer is a partnership, the full names of all the partners, and, if the employer is a company, the full names of its secretary and its directors and managers, the name under and the address or addresses at which he carries on business.

(2) In the event of any change in the name under or the address or addresses at which business is carried on, or among the partners, or, if the employer is a company, of its secretary or among its directors or managers or in the event of the sequestration of the employer's estate, or if the employer is a company, of the winding up of the company, or in the event of the transfer or abandonment of the business carried on, or the acquisition or commencement of any other business, every employer shall furnish the Secretary of the District Committee for the area concerned, within 14 days of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement, with a written statement setting forth full particulars of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement, as the case may be.

This Agreement signed on behalf of the parties this 18th day of April 1973.

M. PORTER, Member of the Council.

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

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

23. DIFFERENSIËLE WERK

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

24. GEREEDSKAP

Die werkgewer moet alle gereedskap gratis verskaf.

25. GETALSVERHOUDING

Die bepalings betreffende getalsverhoudings in Aanhangsel C van hierdie Ooreenkoms vervat, 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 ag geneem mag word nie.

26. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer wat dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne een maand na die datum waarop hy met werksaamhede begin, die volgende besonderhede, wat skriftelik en deur die werkgewer onderteken moet wees, aan die sekretaris van die distrikskomitee vir die betrokke gebied stuur: Sy volle naam en, indien die werkgewer 'n vennootskap is, die volle name van al die vennote en, indien die werkgewer 'n maatskappy is, die volle name van die sekretaris, direkteure en bestuurders, die naam waaronder en die adres of adresse waar hy sake doen.

(2) In die geval van 'n verandering in die naam waaronder of die adres of adresse waar sake gedoen word of in die name van die vennote of, indien die werkgewer 'n maatskappy is, in die naam van die sekretaris of die direkteure of bestuurders van sodanige maatskappy of, in geval van die sekwestrasie van die werkgewer se boedel of, indien die werkgewer 'n maatskappy is, in geval van die likwidasie van die maatskappy, of ingeval die sakeonderneming oorgedra of afstand daarvan gedoen word of 'n ander sakeonderneming aangeskaf of begin word, moet elke werkgewer die sekretaris van die distrikskomitee vir die betrokke gebied binne 14 dae na die verandering, sekwestrasie, likwidasie, oordrag, afstanddoening, aanskaffing of begin, daarvan in kennis stel by wyse van 'n skriftelike verklaring waarin volledige besonderhede van die verandering, sekwestrasie, likwidasie, oordrag, afstanddoening, aanskaffing of begin, na gelang van die geval, verstrek moet word.

Hierdie Ooreenkoms is op hede die 18de dag van April 1973 namens die partye onderteken.

M. PORTER, lid van die Raad.

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

A. S. YOUNG, Hoofsekretaris van die Raad.

ANNEXURE A

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

SERVICE CERTIFICATE

Surname..... Christian names.....
Address..... Provident Fund No.....
Signature of employee..... P.A.Y.E. No.....
Date of birth..... Race.....
Sex.....

EXPERIENCE

Name of employer	Factory No.	Date of engagement	Wage	Date of leaving	Wage	Occupation	Length of employment			Left of own accord (Yes or No)	Employer's signature
							Years	Months	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 A

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

DIENSSERTIFIKAAT

Familienaam..... Voorname.....
Adres..... Voorsorgfondsnommer.....
Handtekening van werknemer..... L.B.S.-nommer.....
Geboortedatum..... Ras.....
Geslag.....

ONDERVINDING

Naam van werkgewer	Fabrieks-nommer	Datum van indiens-neming	Loon	Datum van diensver-lating	Loon	Beroep	Lengte van diens			Diens uit eie beweging verlaat (Ja of Nee)	Werkgewer se handtekening
							Jaar	Maande	Dae		

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

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 Bantu 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.B.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 benefit fund:
    (a) Number of contributions to date..... hours.
    (b) Benefit accrued to date.....
    (c) Name of sick benefit fund doctor.....

Issued at..... this..... day of..... 19.....

.....
Signature of employer/Secretary

AANHANGSEL B

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

DIENSSERTIFIKAAT

No. van sertifikaat.....

Seksie 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 Bantoenaam).....
   Fondsnommer.....
2. Voorname..... Belastingnommer (N).....
3. Adres.....
4. Geboortedatum..... Geslag..... Ras.....
5. Werksaamhede.....
6. Loon betaal op datum van diensverlating.....
   Loongroep (a) Siektebystandsfonds..... (b) Bystandsfonds.....
7. Datum van diensaanvaarding.....
8. Datum van diensverlating.....
9. Diens uit eie beweging verlaat (Ja/Nee).....
10. Datum van laaste loonsverhoging ingevolge Ooreenkoms.....
11. Die nommer van die dienssertifikaat uitgereik deur die vorige werkgewer (voeg naam in).....
    was.....
12. Siektebystandsfonds:
    (a) Getal bydraes tot op datum.....
    (b) Voordele opgeloop tot op datum..... uur.
    (c) Naam van Siektebystandsfondsdokter.....

Uitgereik te..... op hede die..... dag van..... 19.....

.....
Handtekening van werkgewer/Sekretaris

ANNEXURE C

(1) WAGE RATES

		Per week R
A.	The following wage rates shall be paid to employees engaged in the General Goods Section of the Industry:	
(i)	Boiler attendant	20,00
(ii)	Driver of a motor vehicle authorised to carry or haul a pay-load of—	
	(a) under 2 722 kg	20,00
	(b) 2 722 kg	25,00
	(c) over 2 722 kg but not exceeding 4 536 kg	30,00
	(d) over 4 536 kg	35,00
(iii)	General labourer	15,00
(iv)	Grade F employee	15,00
(v)	Night watchman	20,00
(vi)	Storeman and/or warehouseman, despatch clerk	25,00
B.	The following wage rates shall be paid to qualified employees engaged in the manufacture of travelling requisites:	
(i)	Foreman	40,00
(ii)	Power guillotine operator	35,00
(iii)	Rotary cutting machine operator	35,00
(iv)	Woodworking machine operator, Class I	35,00
(v)	Cutter, Class I	33,00
(vi)	Corner stitching machine operator	30,00
(vii)	Grade A employee	25,00
(viii)	Grade B employee	22,50
(ix)	Grade C employee	20,00
(x)	Grade D employee	18,00
(xi)	Grade E employee	16,00
(xii)	Grade G employee	15,50
C.	The following wage rates shall be paid to qualified employees engaged in the manufacture of saddlery:	
(i)	Foreman	40,00
(ii)	Cutter, Class I	30,00
(iii)	Saddler, Class I	30,00
(iv)	Cutter, Class II	26,50
(v)	Saddler, Class II	26,50
(vi)	Press cutter	25,00
(vii)	Panel filler	20,00
(viii)	Hand stitcher	20,00
(ix)	Strap cutting machine operator	18,50
(x)	Machinist	18,50
(xi)	Skiver	18,50
(xii)	Creaser	15,50
(xiii)	Stainer	15,50
D.	The following wage rates shall be paid to qualified employees engaged in the manufacture of harness, etc.:	
(i)	Foreman	40,00
(ii)	Hand cutter	27,50
(iii)	Press cutter	26,00
(iv)	Preparer and finisher	24,00
(v)	Machinist	22,00
(vi)	Hand stitcher	20,00
(vii)	Strap cutting machine operator	18,50
(viii)	Employees engaged on staining and/or creasing and/or punching and/or shaping and/or tipping and/or embossing and/or rubbing up	15,50
E.	The following wage rates shall be paid to qualified employees engaged in the manufacture of braces, etc.:	
(i)	Foreman	40,00
(ii)	Press cutter	28,00
(iii)	Hand cutter	20,00
(iv)	Machinist	18,00
(v)	Riveter	18,00
(vi)	Skiver	18,00
(vii)	Employees engaged on creasing and/or eyeletting and/or finishing	15,50
F.	The following wage rates shall be paid to qualified employees engaged in the manufacture of personal goods:	
(i)	Foreman	40,00
(ii)	Hand cutter	28,00
(iii)	Press cutter	28,00
(iv)	Hand stitcher	20,00
(v)	Machinist	18,00
(vi)	Strap cutting machine operator	18,00
(vii)	Riveter	18,00
(viii)	Skiver	18,00
(ix)	Leather moulder	18,00

AANHANGSEL C

(1) LOONSKALE

		Per week R
A.	Onderstaande lone moet betaal word aan werknemers werksaam in die Seksie Algemene Goedere van die Nywerheid:	
(i)	Ketelbediener	20,00
(ii)	Drywer van 'n motorvoertuig gelisensieer om 'n loonvraag te dra of te trek van—	
	(a) minder as 2 722 kg	20,00
	(b) 2 722 kg	25,00
	(c) meer as 2 722 kg maar hoogstens 4 536 kg	30,00
	(d) meer as 4 536 kg	35,00
(iii)	Algemene arbeider	15,00
(iv)	Werknemer graad F	15,00
(v)	Nagwag	20,00
(vi)	Pakhuisman en/of magasynmeester, versendingsklerk	25,00
B.	Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat reisbenodigdhede vervaardig:	
(i)	Voorman	40,00
(ii)	Kragguillotinebediener	35,00
(iii)	Draaisnymasjienbediener	35,00
(iv)	Houtwerkmasjienbediener, klas I	35,00
(v)	Snyer, klas I	33,00
(vi)	Hoekstikmasjienbediener	30,00
(vii)	Werknemer graad A	25,00
(viii)	Werknemer graad B	22,50
(ix)	Werknemer graad C	20,00
(x)	Werknemer graad D	18,00
(xi)	Werknemer graad E	16,00
(xii)	Werknemer graad G	15,50
C.	Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat saaltuig vervaardig:	
(i)	Voorman	40,00
(ii)	Snyer, klas I	30,00
(iii)	Saalmaker, klas I	30,00
(iv)	Snyer, klas II	26,50
(v)	Saalmaker, klas II	26,50
(vi)	Perssnyer	25,00
(vii)	Paneelvuller	20,00
(viii)	Handstikker	20,00
(ix)	Leerbandsnymasjienbediener	18,50
(x)	Masjienwerker	18,50
(xi)	Skawer	18,50
(xii)	Plooimaker	15,50
(xiii)	Beitswerker	15,50
D.	Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat tuie, ens., vervaardig:	
(i)	Voorman	40,00
(ii)	Handsnyer	27,50
(iii)	Perssnyer	26,00
(iv)	Voorbereider en afwerker	24,00
(v)	Masjienwerker	22,00
(vi)	Handstikker	20,00
(vii)	Leerbandsnymasjienbediener	18,50
(viii)	Werknemers wat beits- en/of plooi- en/of pons- en/of fatsoeneerwerk verrig en/of punte aansit en/of bosseleer- en/of opvryfwerk verrig	15,50
E.	Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat kruisbande, ens., vervaardig:	
(i)	Voorman	40,00
(ii)	Perssnyer	28,00
(iii)	Handsnyer	20,00
(iv)	Masjienwerker	18,00
(v)	Klinknaelwerker	18,00
(vi)	Skawer	18,00
(vii)	Werknemers wat plooi- en/of afwerkingswerk verrig en/of vetergate maak	15,50
F.	Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat persoonlike goedere vervaardig:	
(i)	Voorman	40,00
(ii)	Handsnyer	28,00
(iii)	Perssnyer	28,00
(iv)	Handstikker	20,00
(v)	Masjienwerker	18,00
(vi)	Leerbandsnymasjienbediener	18,00
(vii)	Klinknaelwerker	18,00
(viii)	Skawer	18,00
(ix)	Leerfatsoeneerder	18,00

	Per week R
(x) Employees engaged on eyeletting and/or creasing and/or attaching of fittings and/or locks and/or ornaments, and/or punching and/or finishing and/or staining and/or embossing and/or framing of purses and/or inserting linings and/or inserting metal stiffeners and/or edge tooling and/or lacing or thonging and/or pointing or tipping and/or perforating and/or stapling and/or turning inside out	15,50
(xi) High frequency welding	15,50

G. The following wage rates shall be paid to qualified employees engaged in the manufacture of Bantu trunks in the Province of the Transvaal: Provided that such wages shall be payable only in cases where the employer concerned has proved to the satisfaction of the Council that the article produced is a Bantu trunk and holds a certificate from the Council to that effect. In all other cases, the wages specified in paragraph B of this clause shall apply.

The certificate referred to above may be withdrawn at any time by the Council giving one week's notice to the employer concerned.

(a) Qualified employees employed as—	
(i) sawyers	21,00
(ii) fitters	19,00
(iii) cutters	16,50
(iv) assemblers (known in the trade as "carpenters") and pasters	15,00
(b) (i) Foreman	40,00
(ii) Riveting and/or nailing by machine	26,00
(iii) Machine moulding, wood joining by machine, sandpapering, spraying or graining	20,50

H. The following wage rates shall be paid to learners other than foremen and other than those referred to in paragraph A of this clause:

During the first six months of experience	10,00
During the second six months of experience	12,00
During the third six months of experience	14,00
During the fourth six months of experience	17,00
During the fifth six months of experience	20,00:

Provided that an adult male employee who has had less than 12 months' experience shall nevertheless be deemed to have had 12 months' experience.

(2) PROPORTION AND RATIO OF EMPLOYEES

1. *Travelling requisites.*—(i) Not less than one foreman shall be employed in each establishment.

(ii) Not less than one woodworking machine operator (Class I) shall be employed in any establishment before a woodworking machine operator (Class II) is employed.

(iii) In each of the wage categories listed in subparagraphs (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) and (x) of paragraph B, not more than one learner may be employed for every qualified employee employed in that category: Provided that for every qualified female employee employed in the wage category listed in subparagraph (x) of paragraph B not more than two female learners may be employed in that category.

2. *Saddlery.*—(i) Not less than one foreman shall be employed in each establishment.

(ii) In each of the wage categories listed in subparagraphs (ii), (iii), (iv), (v), (vi) and (vii) of paragraph C, not more than one learner may be employed for every qualified employee employed in that category.

(iii) In each of the wage categories listed in subparagraphs (viii), (ix), (x), (xi), (xii) and (xiii) of paragraph C, not more than two learners may be employed for every qualified employee employed in that category.

3. *Harness.*—(i) Not less than one foreman shall be employed in each establishment.

(ii) For each employee receiving a wage of not less than R18,50 per week, not more than one employee may be employed at a wage of less than R18,50 per week: Provided that general labourers shall not be taken into consideration when determining the number of such employees that may be employed.

4. *Braces.*—(i) For each employee receiving a wage of not less than R15,50 per week, not more than one employee may be employed at a wage of less than R15,50 per week: Provided that general labourers shall not be taken into consideration when determining the number of such employees that may be employed.

	Per week R
(x) Werknemers wat vetergate maak en/of plooiwerk verrig en/of toebehore en/of slotte en/of versierings aanbring en/of pons- en/of afwerkings- en/of beits- en/of bosseleer- en/of raamwerk aan beursies verrig en/of voerings insit en/of metaalverstywers insit en/of rande bewerk en/of veters of rieme insit en/of punte maak of aansit en/of perforeer- en/of kramwerk verrig en/of omdopwerk verrig	15,50
(xi) Hoëfrekwensiesmeewerk	15,50

G. Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat Bantoekoffers in die Provinsie Transvaal vervaardig: Met dien verstande dat sodanige lone betaalbaar is slegs in gevalle waar die betrokke werknemer die Raad oortuig dat die artikel wat vervaardig word, 'n Bantoekoffer is en 'n sertifikaat met hierdie strekking van die Raad hou. In alle ander gevalle is die lone wat in paragraaf B van hierdie klousule gespesifiseer word, van toepassing.

Die sertifikaat hierbo bedoel, kan te eniger tyd deur die Raad ingetrek word deur een week vooraf kennis aan die betrokke werkgewer te gee.

(a) Gekwalifiseerde werknemers wat werksaam is as—	
(i) saers	21,00
(ii) monteurs	19,00
(iii) snyers	16,50
(iv) inmekaarsitters (in die bedryf bekend as "carpenters") en plakkers	15,00
(b) (i) Voorman	40,00
(ii) Klinknael- en/of spykermasjienwerkers	26,00
(iii) Fatsoeneermasjienwerkers, houtlasmasjienwerkers, skuurmasjienwerkers, spuit- of vlamskilderwerkers	20,50

H. Onderstaande lone moet betaal word aan leerlinge, uitgesonderd voormanne, en uitgesonderd dié werknemers wat in paragraaf A van hierdie klousule genoem word:

Gedurende die eerste ses maande ondervinding	10,00
Gedurende die tweede ses maande ondervinding	12,00
Gedurende die derde ses maande ondervinding	14,00
Gedurende die vierde ses maande ondervinding	17,00
Gedurende die vyfde ses maande ondervinding	20,00:

Met dien verstande dat 'n volwasse manlike werknemer wat minder as 12 maande ondervinding het, nogtans geag moet word 12 maande ondervinding te hê.

(2) GETALSVERHOUDING VAN WERKNEMERS

1. *Reisbenodigdhede.*—(i) Minstens een voorman moet in elke bedrysinrigting werksaam wees.

(ii) Minstens een houtwerkmasjienbediener (klas I) moet in 'n bedryfsinrigting werksaam wees voordat 'n houtwerkmasjienbediener (klas II) in diens geneem word.

(iii) In elkeen van die loongroepe genoem in subparagrawe (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) en (x) van paragraaf B, mag hoogstens een leerling vir elke gekwalifiseerde werknemer in daardie groep in diens geneem word: Met dien verstande dat vir elke gekwalifiseerde vroulike werknemer wat diens doen in die loongroep genoem in subparagraaf (x) van paragraaf B, hoogstens twee ongekwalifiseerde vroulike werknemers in daardie groep in diens geneem mag word.

2. *Saaltuig.*—(i) Minstens een voorman moet in elke bedryfsinrigting werksaam wees.

(ii) In elkeen van die loongroepe genoem in subparagrawe (ii), (iii), (iv), (v), (vi) en (vii) van paragraaf C mag hoogstens een leerling vir elke gekwalifiseerde werknemer in daardie groep in diens geneem word.

(iii) In elkeen van die loongroepe genoem in subparagrawe (viii), (ix), (x), (xi), (xii) en (xiii) van paragraaf C, mag hoogstens twee leerlinge vir elke gekwalifiseerde werknemer in daardie groep in diens geneem word.

3. *Tuie.*—(i) Minstens een voorman moet in elke bedryfsinrigting werksaam wees.

(ii) Vir elke werknemer wat 'n loon van minstens R18,50 per week ontvang, mag hoogstens een werknemer teen 'n loon van minder as R18,50 per week in diens geneem word: Met dien verstande dat algemene arbeiders nie in aanmerking geneem moet word wanneer die getal werknemers wat in diens geneem mag word, vasgestel word nie.

4. *Kruisbande.*—(i) Vir elke werknemer wat 'n loon van minstens R15,50 per week ontvang, mag hoogstens een werknemer teen 'n loon van minder as R15,50 per week in diens geneem word: Met dien verstande dat algemene arbeiders nie in aanmerking geneem moet word wanneer die getal werknemers wat in diens geneem mag word, vasgestel word nie.

5. *Personal goods.*—(i) For each employee receiving a wage of not less than R15,50 per week, not more than one employee may be employed at a wage of less than R15,50 per week: Provided that general labourers shall not be taken into consideration when determining the number of such employees that may be employed.

6. *Bantu trunks.*—(i) For every three employees receiving a wage of not less than R15 per week, there may be employed not more than one employee receiving less than R15 per week: Provided that general labourers shall not be taken into consideration when determining the number of such employees that may be employed.

ANNEXURE D

GUARANTEE

I/We the undersigned, duly authorised thereto in my/our capacity as.....
of the.....
do hereby bind the said.....
in the sum of.....Rand, South African Currency, as sureties and co-principal debtors for the due payment to the National Industrial Council of the Leather Industry of South Africa by.....
of all moneys due, payable, or to become due and payable by him/them to the National Industrial Council of the Leather Industry of South Africa, to cover payment of leave allowances prescribed in clause 8 of the Agreement published in the Schedule to Government Notice R. 1078 dated 22 June 1973, and hereby renounce all the benefits from the legal exceptions of excussion and division, with the force of effect of which I/we hereby acknowledge myself/ourselves to be fully acquainted.

This guarantee is not negotiable or transferable and expires on 31 December 19....., subject to the National Industrial Council of the Leather Industry of South Africa being entitled to claim payment upon this guarantee, notwithstanding such expiry, for any of the said leave allowance due but unpaid at the said date of expiry of this guarantee.

Signed at.....this.....day of ..... 19.....

.....
Signature of guarantor

Witness: 1.....
2.....

No. R. 1079 22 June 1973

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—HANDBAG SECTION

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, 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, with effect from 1 July 1973 and for the period ending 30 June 1975, upon the employers' organisations and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 2 (1) (a), 3, 14, 18 and 19 (1) and (2), shall be binding, with effect from 1 July 1973 and for the period ending 30 June 1975, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Republic of South Africa; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa and with effect from 1 July 1973 and for the period ending 30 June 1975, the provisions of the Agreement, excluding those contained in clauses 2 (1) (a), 3, 4 (3) (e), 14, 18 and 19, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the

5. *Persoonlike goedere.*—(i) Vir elke werknemer wat 'n loon van minstens R15,50 per week ontvang, mag hoogstens een werknemer teen 'n loon van minder as R15,50 per week in diens geneem word: Met dien verstande dat algemene arbeiders nie in aanmerking geneem moet word wanneer die getal werknemers wat in diens geneem mag word, vasgestel word nie.

6. *Bantoekoffers.*—(i) Vir elke drie werknemers wat 'n loon van minstens R15 per week ontvang, mag hoogstens een werknemer teen 'n loon wat minder is as R15 per week in diens geneem word: Met dien verstande dat algemene arbeiders nie in aanmerking geneem moet word wanneer die getal werknemers wat in diens geneem mag word, vasgestel word nie.

AANHANGSEL D

WAARBORG

Ek/Ons die ondergetekende(s), behoorlik daartoe gemagtig in my/ons hoedanigheid van.....
van die.....
bind hierby genoemde.....
ten bedrae van.....rand (Suid-Afrikaanse geld) as borge en medehoofskuldenaars vir betaling aan die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika deur.....
.....van alle gelde wat deur hom/hulle aan die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika betaalbaar is of word, om die betaling te dek van verloftoelaes voorgeskryf in klousule 8 van die Ooreenkoms gepubliseer in die Bylae by Goewermentskennisgewing R. 1078 van 22 Junie 1973, en doen hierby afstand van alle voordele van uitwinning en skuldsplitsing en verklaar dat ek/ons ten volle op hoogte is van die betekenis en uitwerking daarvan.

Hierdie waarborg is nie verhandelbaar of oordraagbaar nie en verstryk op 31 Desember 19.....

Ondanks sodanige verstryking is die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika geregtig om betaling ooreenkomstig hierdie waarborg te eis vir enige sodanige verloftoelae wat op sodanige verstrykingsdatum van hierdie waarborg verskuldig was maar nie betaal is nie.

Op hede die.....dag van.....19.....
te.....onderteken.

.....
Handtekening van borg

Getuie: 1.....
2.....

No. R. 1079 22 Junie 1973

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—HANDSAKSEKSIE

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Handsakseksie van die Leernywerheid betrekking het, met ingang van 1 Julie 1973 en vir die tydperk wat op 30 Junie 1975 eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 2 (1) (a), 3, 14, 18 en 19 (1) en (2), met ingang van 1 Julie 1973 en vir die tydperk wat op 30 Junie 1975 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 artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 2 (1) (a), 3, 4 (3) (e), 14, 18 en 19, met ingang van 1 Julie 1973 en vir die tydperk wat op 30 Junie 1975 eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie

employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

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, made and entered into between the

(a) Midland and Border Leather Industry Manufacturers' Association;
(b) Cape Western and North-Western Leather Industries Employers' Association;
(c) Transvaal Footwear, Tanning and Leather Trades Association;
(d) Natal Footwear, Tanning and General Leather Manufacturers' Association;
(e) Southern Cape Leather Industries Association;
(f) South African Handbag Manufacturers' Association

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

(g) National Union of Leather Workers; and
(h) 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 this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act; any reference to an act shall include any amendments of such act, and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;
"Council" means the National Industrial Council of the Leather Industry of South Africa, registered in terms of section 2 of Act 11 of 1924, and deemed to have been registered under the Industrial Conciliation Act, 1956;
"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 mass measuring, 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;
"driver of a motor vehicle" means an employee engaged in driving a motor vehicle for the purpose of transporting personnel or goods and who on delivery of goods may accept payment therefor;
"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 came into operation 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 excluding any period or periods in excess of three consecutive weeks during which an employee has been absent from work through no fault of the employer;
"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;

enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

HANDSAKSEKSIE

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan deur

(a) Midland and Border Leather Industry Manufacturers' Association;
(b) Cape Western and North-Western Leather Industries Employers' Association;
(c) Transvaal Footwear, Tanning and Leather Trades Association;
(d) Natal Footwear, Tanning and General Leather Manufacturers' Association;
(e) Southern Cape Leather Industries Association;
(f) South African Handbag Manufacturers' Association

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

(g) National Union of Leather Workers; en
(h) Transvaal Leather and Allied Trades Industrial Union

(hierna 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. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;
"Raad" die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika wat ingevolge artikel 2 van Wet 11 van 1924 geregistreer is en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956;
"snyer, klas 1", 'n werknemer wat die buitekante van handsakke, uitgesonderd tooisels, handvatsels of klein deeltjies, met die hand of 'n masjien sny;
"snyer, klas 2", 'n werknemer wat alle dele van 'n handsak, uitgesonderd dié genoem in die omskrywing van "snyer, klas 1", met die hand of 'n masjien sny;
"afleweringsvoertuig" 'n kragaangedrewe voertuig wat vir die vervoer van goedere, uitgesonderd handelsreisigersmonsters, gebruik word;
"versendingsklerk" 'n werknemer wat daarvoor verantwoordelik is om goedere in of uit 'n pakhuis, magasyn of van departemente te ontvang vir versending of aflewering en wat verantwoordelik is vir die verpakking en/of bymekaarmaak van sodanige goedere, die nagaan en die massameet, merk of adresseer van pakke;
"distrikskomitee" 'n komitee wat ooreenkomstig die konstitusie van die Raad aangestel is om die administrasie van ooreenkomste in 'n bepaalde gebied te behartig;
"motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf om personeel of goedere te vervoer en wat by die aflewering van goedere betaling daarvoor mag ontvang;
"bedryfsinrigting" 'n plek waarin werksaamhede 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 waarop hierdie Ooreenkoms in werking tree, wat 'n werknemer in die handsakseksie van die Nywerheid gehad het en omvat dit ook die jaarlikse verlof waarvoor in klousule 8 voorsiening gemaak word, plus hoogstens vier maande militêre opleiding wat 'n werknemer in 'n bepaalde jaar ondergaan, maar uitgesonderd 'n tydperk of tydperke langer as drie agtereenvolgende weke waarin 'n werknemer van sy werk afwesig is sonder die toedoen van die werkgewer;
"voorman" 'n werknemer wat deur die werkgewer 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 werkgewer of direkteur of plaasvervangende direkteur van 'n maatskappy as voorman aangewys mag word nie;

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

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

"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 the 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) attaché cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;

(c) harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, ladies' bags, shopping bags, knitting bags, Bantu bags of the type commonly known as "Xhosa bags", wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned;

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

(3) in 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.;

"night watchman" means an employee engaged in guarding premises or other property during the night hours;

"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;

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

(1) Persele, masjinerie, uitrusting, gereedskap, gerei, diere, meubels of ander artikels skoonmaak;
(2) houers was of skoonmaak;
(3) grondstowwe, vervaardigde of halfvervaardigde produkte, masjinerie, uitrusting, gereedskap, gerei of ander artikels dra, verskuif en/of opstapel;
(4) voertuie of houers laai of aflaai;
(5) vure maak en/of aan die gang 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 dranke berei;
(10) op bestelwaens of voertuie help;
(11) briewe, boodskappe of goedere te voet of deur middel van 'n fiets of handvoertuig aflewer;

"werknemer graad 1" 'n werknemer wat enigeen van die volgende werksaamhede verrig: Kramwerk, klinknaelwerk, raamwerk aan beursies, lyswerk aan die buitekante van handsakke, handsakrame oortrek, draaislotte of toebehore insit;

"werknemer graad 2" 'n werknemer wat alle werksaamhede, uitgesonderd dié in die omskrywing van "werknemer graad 1" genoem, of 'n werksaamheid waarvoor 'n spesifieke loon voorgeskryf word, verrig;

"halfdag" die betrokke bedryfsinrigting se gewone werktydperk in die voormiddag;

"handsakseksie" daardie seksie 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, uitgesonderd in die geval van 'n nagwag, waar dit die weekloon gedeel deur 72 beteken, en uitgesonderd in die geval van 'n ander werknemer (wat nie 'n skofwerker is nie), van wie vereis word of wat toegelaat word om gedurende die nagure te werk, waar dit die weekloon gedeel deur 38 beteken;

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

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

(a) alle tipes skoeisel, maar uitgesonderd skoeisel op maat gemaak;

(b) dokumenttasse, tasse en alle ander houers wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;

(c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klere), damesakke, inkoopsakke, breisakke, Bantoetasse van die tipe wat algemeen bekend staan as "Xhosasakke", notebeurse, beursies, horlosiebande, polsbande, halsbande en leibande vir honde, reisdekenbande, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelike artikels, afgesien van die aard daarvan, maar wat bedoel is as plaasvervangers vir enigeen van voornoemde artikels;

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

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

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

(5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, vesel, hout, doek, seildoek of kleedstof 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.;

"nagwag" 'n werknemer wat persele of ander eiendom gedurende die nagure bewaak;

"buitewerk" werk wat uitbestee word deur of namens 'n werkgewer en wat buite sy geregistreerde fabriek voltooi of gedoen moet word aan 'n onderdeel, materiale of deel 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 op grond 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 Hoofsekretaris van die Raad en omvat dit ook 'n assistent-sekretaris van die Raad;

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

"pakhuisman" 'n werknemer wat algemene beheer het oor voorrade en daarvoor verantwoordelik is om goedere in die pakhuis te ontvang, op te berg, te hanteer, uit die pakhuis af te lewer aan afdelings of vir deursending en/of verpakking daarvan in die pakhuis en die uitpak daarvan;

"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;

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

"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) 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) (a) 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 engaged in the Handbag Section of the Leather Industry and by all employees who are members of the trade unions in the said section of the Leather Industry.

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

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

3. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on 1 July 1973, or on such date as may be specified by the Minister and shall remain in operation for the period ending 30 June 1975, 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 fewer hours than those specified in paragraph (b) hereof are worked, the wage of each employee may be reduced proportionately except in the case of a night watchman. 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

"aanvullende loon" die addisionele bedrag wat 'n werknemer wat volgens 'n aanvullende loonskema of 'n aansporingsloonskema werk, benewens sy voorgeskrewe loon kan verdien;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;

"aansporingsloonskema" of "aanvullende loonskema" 'n besoldigingstelsel 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, minstens sy basiese loon moet ontvang;

"weekloon" die bedrag wat ingevolge klousule 4 (1) aan 'n werknemer betaalbaar is vir sy gewone werkure soos voorgeskryf in klousule 5: Met dien verstande dat—

(i) indien 'n werkgewer 'n werknemer gereeld vir sodanige gewone werkure 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

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

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

2. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) (a) Die bepalings van hierdie Ooreenkoms moet in die Republiek van Suid-Afrika nagekom word deur alle werkgewers wat lede van die werkgewersorganisasies is en by die Handsakseksie van die Leernywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en in genoemde seksie van die Leernywerheid in diens is.

(b) Ondanks paragraaf (a) hiervan, is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in Aanhangsel C van hierdie Ooreenkoms voorgeskryf word.

(2) Ondanks andersluidende bepalings hierin, is die bepalings van hierdie Ooreenkoms nie op handelsreisigers, verkoopmanne en klerke, uitgesonderd versendingsklerke, van toepassing nie.

3. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSDUUR

Die Ooreenkoms tree in werking op 1 Julie 1973 of dié datum wat die Minister vasstel en bly van krag vir die tydperk eindigende 30 Junie 1975 of vir dié tydperk wat hy bepaal.

4. LONE EN LOONSKALE

(1) (a) Behoudens klousules 5 en 16, mag geen loon laer as dié in Aanhangsel C voorgeskryf vir 'n werksaamheid wat deur 'n werknemer verrig word, deur 'n werkgewer betaal en deur so 'n werknemer aangeneem word nie, en elke werkgewer moet hom voorts hou by die getalsverhoudings of ander voorwaardes in genoemde aanhangsel voorgeskryf.

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

(c) Indien minder ure gewerk word as dié in paragraaf (b) hiervan voorgeskryf, kan die loon van elke werknemer proporsioneel verminder word, maar nie dié van 'n nagwag nie: Met dien verstande dat ingeval daar van 'n afleweringsvoertuigdrywer vereis word om op 'n dag vir minder as die voorgeskrewe ure 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 koevert geplaas word en die naam of nommer en loonskaal van die werknemer, die datum van betaling, die ure gewerk, besonderhede van bedrae wat afgetrek

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.....
Remuneration for work on Sunday		R.....
Deductions:		
Unemployment Fund	R.....	
Sick Benefit Fund	R.....	
Provident Fund	R.....	
Insurance or pension	R.....	
Trade union subscriptions	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) No deductions 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, deduction 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: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(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 this Agreement shall operate to reduce any time wage at present being paid which is more favourable to an employee than that laid down in this Agreement for such employee while he remains in the service of the same employer.

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

5. 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

is en die netto bedrag van die verdienste wat die koevert bevat, moet met 'n inkpotlood of ink op die koevert geskryf word en wel soos volg:

Werknemer.....

Loonskaal		R.....
Ure gewerk (uitgesonderd oortyd)		.....
Loon verskuldig		R.....
Besoldiging vir werk op Sondag gedoen		R.....
Aftrekkings:		
Werkloosheidfonds	R.....	
Siektebystandfonds	R.....	
Voorsorgfonds	R.....	
Versekerings- of pensioenfonds	R.....	
Ledegeld vir vakvereniging	R.....	
Heffings van Raad	R.....	
Totale aftrekkings*		R.....
Netto verdienste		R.....

Werkgewer.....
Datum.....

* Slegs die totale bedrag wat afgetrek is, hoef gemeld te word, uitgesonderd waar veranderings aangebring is in die netto verdienste van 'n werknemer, wanneer die bedrae wat vir daardie week afgetrek is volledig uiteengesit moet word soos hierbo aangedui.

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

(a) Behoudens 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 werkgewer 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 alle bedrae wat 'n werknemer verskuldig is vir etes, tee en/of ander verversings wat 'n werkgewer verskaf het teen 'n koste waarmee die werknemer ingestem het;

(c) heffings ingevolge klousule 10 van die Ooreenkoms;

(d) alle bedrae wat 'n werkgewer ingevolge 'n wet, ordonnansie of regsproses ten behoewe van 'n werknemer moes betaal en wel betaal het;

(e) met die skriftelike toestemming van die werknemer, bydraes tot die fondse van 'n vakvereniging wat 'n party by die Raad is.

(4) 'n Werkgewer mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n opleidingskema waartoe 'n werkgewer regtens moet bydra.

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

(6) Ondanks andersluidende bepalings in hierdie Ooreenkoms, 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 oorplasing of indiensneming ontvang het, en daarna moet hy loonsverhogings ontvang ooreenkomstig dié skaal vir leerlinge wat van toepassing is op die werksaamheid wat hy verrig.

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

(8) Waar daar tot tevredenheid van die werkgewer bewys van die dood van 'n werknemer gelewer word, moet die werkgewer aan die afhanklike van die afgestorwe werknemer wat hy goed dink, alle besoldiging betaal wat opgeloop het maar op die datum van afsterwe nog nie aan sodanige werknemer betaal is nie, en die boedel van die afgestorwe werknemer kan geen eis teen die werkgewer instel nie.

5. WERKURE

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

(a) langer as 42 uur, uitgesonderd etenstye, in 'n bepaalde week te werk nie; of

(b) to work for more than eight 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 6 o'clock p.m. and 6 o'clock a.m.; or

(ii) after 1 o'clock p.m. on more than five days in any week.

(2) For the purposes of subclause (1) (a), an employee who does not work on any holiday referred to in clause 8 (7) (a) 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 be present for work 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 present for work 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 present for work 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 has been given by the employer during the morning.

In the case of an employee ceasing work owing 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 10 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 10 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 paragraphs (a) and (b) of this subclause, the operation of all machinery in the establishment shall cease, and no employee shall be required or permitted 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 seven and a half 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.

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

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

(ii) die werknemers gewoonlik op hoogstens vyf dae in die week werk, 'n werknemer toegelaat of daar van hom vereis kan word om op enige werkdag vir 'n addisionele tydperk van hoogstens een en 'n kwart uur te werk; of

(c) 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 deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees; of

(d) as dit 'n vrou is—

(i) tussen 6 nm. en 6 vm. te werk nie; of

(ii) na 1 nm. op meer as vyf dae in 'n week te werk nie.

(2) Vir die toepassing van subklousule (1) (a), word 'n werknemer wat nie op 'n vakansiedag in klousule 8 (7) (a) bedoel, werk nie, of wat op sodanige vakansiedag minder werk as sy gemiddelde getal gewone werkure vir dié dag van die week waarop sodanige vakansiedag val, geag sy gemiddelde getal 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 aan sodanige nagwag moet een vry nag in elke sewe agtereenvolgende nagte toegestaan word.

(4) Indien daar nie van werkgewers vereis word om op 'n bepaalde dag in 'n bedryfsinrigting teenwoordig te wees om te werk nie, moet hulle individueel of by kennisgewing opgeplak in die afdeling of afdelings waarin hulle werksaam is, voor sodanige dag in kennis gestel word dat hul dienste nie nodig sal wees nie.

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

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

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

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

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

(a) Op elke dag, minstens 10 minute in die oggend tussen 10 vm. en 11 vm., mits daar een uur gewerk is;

(b) van Maandag tot Vrydag, minstens 10 minute elke namiddag tussen 3.30 nm. en 4.30 nm., mits daar een uur gewerk is.

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

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

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

(b) Wanneer 'n skof tot in die nagure strek, moet daar vir sodanige nagure 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 tussen 10 nm. en 6 vm. gewerk.

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

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

(e) Klousule 6 (4) is nie van toepassing nie op 'n skofwerker wat tot op 'n Saterdag aanhou werk nadat hy op 'n Vrydag begin werk het.

(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 clause 5 (1) (a) and (b) 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 10) fixed by the Council by notice in writing to the employer, specifying the employee, or the class of employee in respect of whom the notice is applicable, and the period for which and the 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 60 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 subclause (4) hereof, for each hour or part of an hour so worked, be paid if employed—

(a) on any day from Monday to Friday inclusive, his hourly wage plus 33⅓ per cent;

(b) on Saturday afternoon, his hourly wage plus 50 per cent.

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

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

(a) pay to the employee—

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

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

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

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

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

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

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

6. OORTYDWERK

Ondanks klousule 5 (1) (a) en (b) en behoudens hierdie klousule, kan '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 10 kan wees) wat die Raad vasgestel het by skriftelike kennisgewing aan die werkgewer waarin die werknemer of die klas werknemer op 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) langer 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 60 dae in 'n jaar oortyd te werk nie;

(d) na voltooiing van haar gewone werkure 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 maaltyd voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer betyds 'n voorgeskrewe toelae betaal het sodat sy 'n maaltyd kan 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 voordat sodanige oortyd gewerk moet word, daarvan kennis gegee het.

(3) 'n Werknemer, uitgesonderd 'n nagwag, wat voor sy gewone begintyd of na sy gewone uitskeityd werk, moet, behoudens subklousule (4) hiervan, vir elke uur of gedeelte van 'n uur aldus gewerk, soos volg betaal word:

(a) As hy op enige dag van Maandag tot en met Vrydag gewerk het, sy uurloon plus 33⅓ persent;

(b) as hy op Saterdagnamiddag gewerk het, sy uurloon plus 50 persent.

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

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

(a) òf die werknemer soos volg betaal:

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

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

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

(6) Wanneer 'n werknemer besoldig word op 'n ander grondslag as volgens die tyd wat hy werklik gewerk het, moet sy gewone besoldiging vir die toepassing van hierdie klousule bereken word asof hy per uur betaal word en moet dit op enige dag bepaal word deur sy totale verdienste gedurende die drie maande onmiddellik voor daardie datum of gedurende die totale

concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

(7) A night watchman who is on duty for time in excess of 12 consecutive hours, shall for such excess time be paid at the rate of his hourly wage plus 33⅓ 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.

(9) Notwithstanding anything to the contrary, the provisions of this clause shall not apply to a foreman or to a senior managerial, technical or administrative employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R300 per month.

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 clause 4 (1) (c) 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, other than a night watchman, 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 in pursuance of the Defence Act, 1957;

(b) if any public holiday referred to in subclause (7) (a) 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 subclause (1).

(3) Employment for half a month or over shall be reckoned as employment for a full month for the purpose of calculating the leave allowance payable in terms of subclauses (1) and (2) and "half a month" shall mean any period of 15 consecutive calendar days (irrespective of working days): 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 subclause (1) for that month: 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 subclauses (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 subclauses (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 tydperk van sy diens by die betrokke werkgewer, naamlik die kortste tydperk, te deel deur die getal ure gewerk gedurende die tydperk waarvoor sodanige besoldiging betaal is.

(7) 'n Nagwag wat langer as 12 agtereenvolgende ure diens doen, moet vir sodanige oortyd sy uurloon plus 33⅓ persent betaal word. 'n Nagwag wat op sy vry nag diens doen, moet dubbel sy uurloon betaal word.

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

(9) Ondanks andersluidende bepalings, is hierdie klousule nie op 'n voorman of senior bestuurs-, tegniese of administratiewe werknemer van toepassing nie indien en solank sodanige werknemer gereeld 'n loon van minstens R300 per maand ontvang.

7. KORTTYD

(1) 'n Werkgewer wat voornemens is om korttyd te laat werk, moet sy werknemers òf individueel òf by skriftelike kennisgewing opgeplak in die afdeling of afdelings waarin hulle werksaam is daarvan kennis gee, en wel nie later nie as die dag voordat sodanige korttyd gewerk moet word.

(2) Wanneer korttyd in 'n bedryfsinrigting gewerk word, kan die werkgewers, behoudens klousule 4 (1) (c), 'n pro rata-bedrag aftrek van die gewone weeklikse besoldiging van die betrokke werknemer.

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

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

8. VAKANSIEDAE EN JAARLIKSE VERLOF

(1) Elke werkgewer moet nie vroeër nie as die 10de dag en nie later nie as die 24ste dag van Desember elke jaar aan elke werknemer in sy diens, uitgesonderd 'n nagwag, afwesigheidsverlof van minstens twee agtereenvolgende weke en twee dae toestaan en sodanige werknemer voor of op die laaste werkdag voordat sodanige verlof begin, ten opsigte van elke maand diens by hom 'n verloftoelae betaal, gelyk aan een twaalfde van die loon wat hy in twee weke en twee dae sou verdien het: Met dien verstande dat—

(a) die tydperk van sodanige verlof nie mag saamval nie met 'n diensopseggingstermyn of militêre opleiding ingevolge die Verdedigingswet, 1957;

(b) indien 'n openbare vakansiedag in subklousule (7) (a) 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 vir sodanige openbare vakansiedag, en gelyktydig met die verloftoelae, 'n bedrag betaal moet word wat gelyk is aan die loon wat hy sou verdien het as hy op sodanige openbare vakansiedag sy gemiddelde getal gewone daaglikse werkure gewerk het.

Opmerking.—Vir die berekening van die verlofbesoldiging wat ingevolge hierdie klousule betaalbaar is, beteken besoldiging vir "twee dae" twee vyfdes van die weekloon.

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

(3) Diens vir 'n halfmaand of meer word geag diens vir 'n volle maand te wees by berekening van die verloftoelae wat ingevolge subklousules (1) en (2) betaalbaar is, en "halfmaand" beteken 'n tydperk van 15 agtereenvolgende kalenderdae (afgesien van die getal werkdae): Met dien verstande dat as 'n werknemer te eniger tyd gedurende die maand waarin die fabriek vir verlofdoeleindes sluit, kennis gegee word, hy die volle vakansiebesoldiging, bereken ooreenkomstig subklousule (1), vir daardie maand moet ontvang: 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 vakansiebesoldiging vir die maand te ontvang.

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

Wanneer 'n werknemer besoldig word op 'n ander grondslag as ooreenkomstig die tyd werklik deur hom gewerk, moet sy besoldiging vir die berekening van die verloftoelae wat ingevolge subklousules (1), (2) en (3) betaalbaar is, bereken word asof hy per uur betaal word en moet dit op enige datum vasgestel word deur sy totale besoldiging gedurende die tydperk van agt weke onmiddellik voor daardie datum of gedurende die totale

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 subclause (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 weeks prior to the date from which the employee's leave is granted.

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

(b) The leave prescribed in paragraph (a) shall be granted not earlier than the 10th day and not later than the 24th day of December of each year: Provided that—

(i) the period of leave shall not be concurrent with any period during which the employee is under notice of termination of employment or is undergoing military training in pursuance of the Defence Act, 1957;

(ii) if any public holiday referred to in subclause (7) (a) of this clause falls within the period of such leave such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday at the same time as the leave allowance, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

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

(6) Any period during which an employee—

(a) is on leave in terms of subclauses (1) and (5); or

(b) undergoes military training in pursuance of the Defence Act, 1957; 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 subclauses (1), (2) and (5): Provided that the provisions of paragraph (d) of this subclause shall not apply in respect of any period of absence owing to illness or confinement 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 stating that he was prevented by illness or confinement from doing his work, or in respect of that portion of any total period of absence during any 12 months of employment which is in excess of 30 days: 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.

(7) (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 subclause 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

tydperk van sy diens by die betrokke werkgewer, naamlik die kortste tydperk, te deel deur die getal ure gewerk gedurende die tydperk waarvoor sodanige besoldiging betaal is: Met dien verstande dat indien voornoemde besoldiging bereken moet word met die doel om die verloftoelae te betaal wat verskuldig is ten opsigte van die jaarlikse verloftydperk in subklousule (1) hiervan bedoel, voornoemde tydperk van agt weke of die totale tydperk van sy diens, naamlik die kortste tydperk, geag kan word as verstreke op 'n datum nie vroeër nie as vier weke voor die datum met ingang waarvan die werknemer se verlof toegestaan is.

(5) (a) Ondanks subklousule (1), moet 'n werkgewer 21 agtereenvolgende kalenderdae verlof aan 'n nagwag toestaan vir elke voltooide tydperk van 12 maande diens en moet hy, nie later nie as die laaste werkdag voordat sodanige verlof begin, sodanige werknemer 'n bedrag van minstens drie maal die weekloon betaal waarop hy met ingang van die eerste verlofdag geregtig is.

(b) Die verlof in paragraaf (a) voorgeskryf, moet nie vroeër nie as die 10de dag en nie later nie as die 24ste dag van Desember elke jaar toegestaan word: Met dien verstande dat—

(i) die verloftydperk nie mag saamval nie met 'n diensopseggingstermyn of militêre opleiding ingevolge die Verdedigingswet, 1957;

(ii) indien 'n openbare vakansiedag soos in subklousule (7) (a) 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 vir sodanige openbare vakansiedag en gelyktydig met die verloftoelae, 'n bedrag betaal moet word wat gelyk is aan die loon wat hy sou verdien het as hy op sodanige openbare vakansiedag sy gemiddelde daaglikse gewone werkure gewerk het.

(c) 'n Nagwag wie se diens gedurende 'n tydperk van 12 maande diens eindig voordat die verloftydperk in paragraaf (a) voorgeskryf, ten opsigte van daardie tydperk opgeloop het, moet by diensbeëindiging, en benewens alle ander besoldiging aan hom verskuldig, vir elke voltooide maand van sodanige dienstydperk minstens een kwart van die weekloon betaal word wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het.

(6) Alle tydperke wat 'n werknemer—

(a) kragtens subklousules (1) en (5) met verlof is; of

(b) militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan; of

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

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

word vir die toepassing van subklousules (1), (2) en (5) geag diens te wees: Met dien verstande dat die bepalings van paragraaf (d) van hierdie subklousule nie van toepassing is nie op 'n tydperk van afwesigheid weens siekte of 'n bevalling wat langer as drie agtereenvolgende dae duur, as die werknemer versuim om, nadat die werkgewer hom daarom versoek het, 'n sertifikaat van 'n mediese praktisyn aan die werkgewer voor te lê waarin daar verklaar word dat hy weens siekte of 'n bevalling verhinder is om te werk, of op daardie deel van 'n totale tydperk van afwesigheid gedurende 12 maande diens wat meer as 30 dae beloop: Voorts met dien verstande dat die tydperk van militêre opleiding wat geag word diens te wees, nie meer as vier maande in 'n bepaalde jaar diens mag beloop nie.

(7) (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 vir 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 sy dienste gedurende daardie week beëindig weens swak gesondheid, wat, in die geval van 'n vroulike werknemer, swangerskap insluit, moet hy, benewens alle ander besoldiging wat aan hom verskuldig is, twee dae se loon vir 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 vakansie teen een vyfde van die gewone weekloon bereken word.

(d) Ingeval 'n werkgewer die dienste van 'n werknemer gedurende 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 alle ander besoldiging wat aan hom verskuldig is, een dag se loon betaal word vir elkeen van die openbare

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 subclause (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.

(8) Every employer in the Industry shall, during the month of January each year, and every employer entering the Industry shall, within 14 (fourteen) days of such entry, satisfy the Council either by way of a bank guarantee in the form of Annexure D or a certificate provided by a registered insurance company that security exists for payment of the leave allowance accruing in terms of this clause.

(9) Notwithstanding any provision of this Agreement to the contrary, payment to the Council under any guarantee or certificate in terms of this clause shall be deemed to be a payment to the Council for the account of employees to whom leave pay may be outstanding from any employer, and the Council is hereby authorised to receive such payments on behalf of such employees, and to effect payment to the employees as soon as possible after receipt thereof.

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

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

(a) 1c from the earnings of each of his employees for whom a wage of less than R10,57 per week is prescribed;

(b) 2c from the earnings of each of his employees other than those referred to in paragraph (a), but excluding employees for whom a wage of R22,14 per week or over is prescribed;

(c) 4c per week from the earnings of each of his employees for whom a wage of R22,14 per week or over is prescribed.

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

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 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 subclause (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 subclause shall apply *mutatis mutandis* to an employee who wishes to terminate the contract of employment without notice.

vakansiedae (Geloftedag, Kersdag en Nuwejaarsdag) waarvoor 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 vakansie in subklousule (1) vermeld, toegestaan word—

(i) sy werknemers minstens 30 dae vooraf kennis gee van die laaste datum waarop die verlof toegestaan 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 geredelik toeganklik is.

(8) Elke werkgewer in die Nywerheid moet gedurende Januarie elke jaar, en elke werkgewer wat tot die Nywerheid toetree, moet binne 14 dae na sodanige toetrede, òf deur middel van 'n bankwaarborg in die vorm van Aanhangsel D òf deur middel van 'n sertifikaat verskaf deur 'n geregistreerde versekeringsmaatskappy, tot tevredenheid van die Raad bewys lewer dat daar sekuriteit bestaan vir die betaling van die verloftoelae wat ingevolge hierdie klousule oploop.

(9) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet betaling aan die Raad ooreenkomstig enige waarborg of sertifikaat kragtens hierdie klousule beskou word as 'n betaling aan die Raad vir rekening van werknemers aan wie verlofbetaling van die kant van enige werkgewer uitstaande is, en die Raad word hierby gemagtig om sodanige betalings namens sodanige werknemers in ontvangs te neem en om die werknemers so gou moontlik na ontvangs daarvan uit te betaal.

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 gewone 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 ooreenkomstig 'n sertifikaat wat deur die Uitvoerende Komitee uitgereik is.

10. FONDSE VAN DIE RAAD

(1) 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 'n loon van minder as R10,57 per week voorgeskryf is;

(b) 2c van die verdienste van elkeen van sy ander werknemers as dié in paragraaf (a) bedoel, maar uitgesonderd werknemers vir wie daar 'n loon van minstens R22,14 per week voorgeskryf is;

(c) 4c van die verdienste van elkeen van sy werknemers vir wie daar 'n loon van R22,14 of meer per week voorgeskryf is.

(2) By die totaal van die bedrae aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag voor of op die sewende dag van die daaropvolgende maand stuur aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, of aan dié ander beampte wat die Raad of die Uitvoerende Komitee aanwys.

11. DIENSBEËINDIGING

(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, in die geval van 'n nuwe werknemer, òf die werkgewer òf die werknemer die dienskontrak aan die einde van die vyfde werkdag van sodanige werknemer sonder kennisgewing kan beëindig.

(2) Vir die toepassing van hierdie klousule beteken "nuwe werknemer" 'n werknemer wat nie gedurende die tydperk van 12 maande onmiddellik voor die datum waarop hy in diens geneem is, vir die werkgewer by wie hy werksaam is, gewerk het nie.

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

(4) Die kennisgewing in subklousule (1) voorgeskryf, moet gegee word voor of op, 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 gelyk aan die gewone weeklikse besoldiging wat die werknemer op sodanige beëindigingsdatum ontvang het, en hierdie subklousule is *mutatis mutandis* van toepassing op 'n werknemer wat die dienskontrak sonder kennisgewing wil beëindig.

(6) An employee whose services will not be required at the expiration of the leave period prescribed in clause 8 (1) and (5) 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 subclauses (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 clause 8 (1) shall be regarded as short-time.

(10) Whenever a public holiday other than one of the holiday mentioned in clause 8 (7) (a) 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 subclause (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 or during any period of military training, in pursuance of the Defence Act, 1957.

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

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

12. INSURANCE AGAINST FIRE

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

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

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

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

13. SERVICE CERTIFICATES

(1) Every employer shall issue to every employee who leaves his service after the coming into operation 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 subclause (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

(6) 'n Werknemer wie se dienste nie na verstryking van die verloftydperk voorgeskryf in klousule 8 (1) en (5) van hierdie Ooreenkoms nodig sal wees nie, moet minstens een week voor sodanige verloftydperk begin daarvan in kennis gestel word, anders 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, kan sy dienskontrak beëindig deur een dag vooraf kennis te gee.

(8) Subklousules (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 kennisgewingtermyn wat vir albei partye ewe lank is en langer is as dié voorgeskryf in hierdie klousule.

(9) Waar 'n werknemer 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 werknemer geregtig op betaling van 'n bedrag gelyk aan sy gewone weekloon, benewens betaling ingevolge hierdie Ooreenkoms vir die werk wat hy verrig het. Alle tydperke waarin 'n bedryfsinrigting gesluit is en wat onmiddellik volg op die jaarlikse verloftydperk waarvoor in klousule 8 (1) voorsiening gemaak word of dit onmiddellik voorafgaan, word geag korttyd te wees.

(10) Wanneer 'n ander openbare vakansiedag as een van die vakansiedae genoem in klousule 8 (7) (a) op 'n werkdag binne 'n opseggingstermyn ooreenkomstig hierdie klousule val, en die afdeling van die bedryfsinrigting waarin die betrokke werknemer werksaam is, op sodanige dag gesluit is, is die werknemer nogtans geregtig op betaling vir sodanige openbare vakansiedag van een vyfde van sy gewone weekloon.

(11) Die kennisgewingtermyn 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 ingevolge klousule 8 of gedurende 'n tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957.

(12) Wanneer 'n werknemer weens siekte of 'n bevalling van die werk afwesig is vir 'n tydperk van 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 skriftelik daarvan in kennis te stel.

(13) Vir die toepassing van subklousules (5), (6) en (9) van hierdie klousule, omvat "gewone weeklikse besoldiging" nie 'n aanvullende loon nie.

12. VERSEKERING TEEN BRAND

(1) Elke werkgewer moet by 'n geregistreerde versekeringsmaatskappy 'n versekeringspolis in stand hou wat voorsiening maak vir die betaling van een week se lone aan al die werknemers van die werkgewer wat weens brand nie kan werk nie: Met dien verstande dat, indien die stopsetting van die werk korter as een week duur, 'n pro rata-bedrag betaal moet word.

(2) Elke werkgewer wat 'n polis ingevolge subklousule (1) uitgeneem het, moet binne 14 dae nadat hy deur 'n agent van die Raad daarom versoek is, 'n sertifikaat van die versekeringsmaatskappy toon waarin verklaar word dat versekeringsdekking bestaan om aan die vereistes van subklousule (1) te voldoen en waarin verder die tydperk waarvoor die polis geldig is, gemeld word.

(3) Indien dit vir die werkgewer onmoontlik is om so 'n versekeringspolis te verkry, moet hy, indien hy dit nie alreeds gedoen het nie, binne twee maande na die datum waarop hierdie Ooreenkoms in werking tree of binne twee maande na die datum waarop hy tot die Nywerheid toetree, naamlik die jongste datum, by die Raad 'n bedrag deponeer wat gelyk is aan al die werknemers in die bedryfsinrigting se lone vir een week, en die Raad moet sodanige bedrag in 'n spesiale trustbeleggingsrekening hou totdat dit vir so 'n uitbetaling aan die werknemers nodig is: Met dien verstande dat as dit nie aldus aan die werknemers betaal word nie, dit die eiendom van die werkgewer is.

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

13. DIENSSERTIFIKATE

(1) Elke werkgewer moet aan elke werknemer wat sy diens verlaat nadat hierdie Ooreenkoms in werking getree het, 'n sertifikaat uitreik in die vorm voorgeskryf in 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 sertifikaat of 'n sertifikaat deur die sekretaris

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 ever facility to attend to their duties in connection with the work of he 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 Committee may on the recommendation of a District Committee, or on its own decision, grant exemption from any of the provisions of this Agreement to or in respect of any person for any good and sufficient reason.

(2) The Council or Executive Committee shall fix in respect of any person granted exemption the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council or Executive Committee may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption.

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

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

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

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

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

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

(5) No exemption from the provisions of clause 5 (1) (d) 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 15 YEARS

No employer shall require or permit any employee under the age of 15 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 enquiries and to examine such documents, books, wage sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

van 'n distrikskomitee of die Sekretaris van die Raad onderteken, waarin die vorige ondervinding (as daar is) van die aansoeker gemeld word, deur sodanige werknemer oorhandig word.

(3) By die diensbeëindiging van 'n werknemer, moet die werkgewer onmiddellik die res van die besonderhede op die werknemer se dienskaart invul, d.w.s. die datum van sy vertrek, sy loon op die datum van vertrek en die lengte van sy diens. 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 voorgeskryf in Aanhangsel B van hierdie Ooreenkoms verstrek ten opsigte van elke werknemer wat sy diens verlaat. Sodanige sertifikate moet agtereenvolgens genommer word en een kopie van elkeen moet deur die werkgewer bewaar word.

14. VAKVERENIGINGVERTEENWOORDIGERS 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 kan 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 kan, op aanbeveling van 'n distrikskomitee of uit eie beweging, aan of ten opsigte van enigeen om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad of die Uitvoerende Komitee moet ten opsigte van enigeen aan wie vrystelling verleen is, die voorwaardes waarop sodanige vrystelling verleen word en die tydperk waarvoor sodanige vrystelling van krag is, vasstel: Met dien verstande dat die Raad of Uitvoerende Komitee 'n vrystellingsertifikaat na een week skriftelike kennisgewing aan die betrokke persoon kan intrek as hy dit goed dink.

Ingeval die Raad of die Uitvoerende Komitee 'n hoër loon spesifiseer as dié deur die distrikskomitee vasgestel, is sodanige hoër loon van toepassing vanaf die datum van die Raad of die Uitvoerende Komitee se besluit.

Ingeval die Raad of die Uitvoerende Komitee 'n aansoek weier, kan agterstallige lone bereken word slegs vir die tydperk langer 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, waarop die volgende voorkom:

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

(4) Die Sekretaris van die Raad of 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 vrystelling van die bepalings van klousule 5 (1) (d) van hierdie Ooreenkoms mag kragtens hierdie klousule aan of ten opsigte van 'n vroulike werknemer wat handearbeid verrig, verleen word nie, behalwe met die doel om werk te verrig—

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

17. PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

Geen werkgewer mag van 'n werknemer onder die ouderdom van 15 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 behulpsaam te wees met die uitvoering van hierdie Ooreenkoms. 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, betaalkoeverte en betaalkaartjies te ondersoek en dié individue te ondervra wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word.

19. EMPLOYMENT OF MEMBERS OF TRADE UNIONS

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

(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 employees generally.

(3) Upon being requested, in writing, by an employee to do so, an employer shall deduct from the wages of that employee the amount of the employee's trade union subscription and shall, by the 15th day of each succeeding month hand the amount so deducted to the official appointed by the trade union to receive it or, alternatively, shall send it by post to the registered office of the trade union.

20. PROHIBITED EMPLOYMENT

Notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of any 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 SCHEME

(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 situated 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. REGISTRATION OF EMPLOYEES

(1) Every employer who has not already done so in pursuance of any previous agreement shall within one month from the date on which this Agreement comes into operation, and every employer entering the Industry after that date shall within one month of the date on which he starts business, forward to the Secretary of the District Committee for the area concerned, the following particulars, which shall be in writing and signed by the employer:

His full name, and if the employer is a partnership, the full names of all the partners, and, if the employer is a company, the full names of its secretary and its directors and managers, the name under and the address or addresses at which he carries on business,

19. INDIENSNEMING VAN LEDE VAN VAKVERENIGINGS

(1) By die indiensneming van werknemers moet voorkeur aan lede van die vakverenigings gegee word, en werkgewers moet aan beamptes van die vakverenigings alle redelike fasiliteite verleen om organisasiewerk onder werknemers te doen.

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

(3) Wanneer 'n werknemer 'n werkgewer skriftelik daarom versoek, moet die werkgewer van die loon van daardie werknemer die werknemer se ledegeld vir die vakvereniging aftrek en moet hy voor die 15de dag van die daaropvolgende maand die bedrag wat aldus afgetrek is aan die beampte wat deur die vakvereniging aangestel is om dit te ontvang, oorhandig of aan die geregistreerde kantoor van die vakvereniging pos.

20. VERBODE INDIENSNEMING

Ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling waarby die indiensneming of indienshouding van 'n werknemer vir 'n 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 verbode was nie, en die werkgewer moet aanhou om sodanige besoldiging te betaal asof sodanige indiensneming of indienshouding nie verbode was nie.

21. GETALSVERHOUDING VAN WERKNEMERS

Die bepalings betreffende getalsverhouding in Aanhangsel C vermeld, 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. AANSPORINGSLOONSKEMA

(1) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om volgens 'n aansporingsloonskema of stukwerkstelsel te werk, daarin te deel of daaraan deel te neem nie, tensy sodanige werkgewer kragtens 'n vrystellingsertifikaat behoorlik daartoe gemagtig is. Die Raad of die Uitvoerende Komitee van die Raad kan sodanige vrystellingsertifikaat uitreik op dié voorwaardes wat die Raad van tyd tot tyd 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 voorlê, die naam van die firma, die getal werknemers, die afdeling en die betrokke werksaamhede meld en 'n kort uiteensetting van die voorgestelde skema gee.

23. DIFFERENSIËLEWERK

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

24. GEREEDSKAP

Die werkgewer moet alle gereedskap gratis verskaf.

25. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer wat dit nie alreeds ingevolge 'n vorige Ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne een maand na die datum waarop hy met werksaamhede begin, die volgende besonderhede, wat skriftelik en deur die werkgewer onderteken moet wees, aan die sekretaris van die distrikskomitee vir die betrokke gebied stuur:

Sy volle naam en, indien die werkgewer 'n vennootskap is, die volle name van al die vennote, en indien die werkgewer 'n maatskappy is, die volle name van sy sekretaris, direkteure en bestuurders, die naam waaronder en die adres of adresse waar hy sake doen,

(2) In the event of any change in the name under or the address or addresses at which business is carried on, or among the partners, or, if the employer is a company, of its secretary or among its directors or managers or in the event of the sequestration of the employer's estate, or if the employer is a company, of the winding up of the company, or in the event of the transfer or abandonment of the business carried on, or the acquisition or commencement of any other business, every employer shall furnish the Secretary of the District Committee for the area concerned, within 14 days of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement, with a written statement setting forth full particulars of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement, as the case may be.

This Agreement signed on behalf of the parties on this 18th day of April 1973.

M. PORTER, Member of the Council.

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

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

(2) In die geval van 'n verandering in die naam waaronder of die adres of adresse waar sake gedoen word of in die name van die vennote of, indien die werkgewer 'n maatskappy is, in die name van die sekretaris of direkteure of bestuurders van sodanige maatskappy of, in geval van die sekwestrasie van die werkgewer se boedel of, indien die werkgewer 'n maatskappy is, in geval van die likwidasie van die maatskappy of, as die sakeonderneming oorgedra of daarvan afstand gedoen word of as 'n ander sakeonderneming aangeskaf of begin word, moet elke werkgewer die sekretaris van die distrikskomitee vir die betrokke gebied binne 14 dae na die verandering, sekwestrasie, likwidasie, oordrag, afstanddoening, aanskaffing of begin daarvan in kennis stel by wyse van 'n skriftelike verklaring waarin volledige besonderhede van die verandering, sekwestrasie, likwidasie, oordrag, afstanddoening, aanskaffing of begin, na gelang van die geval, verstrek moet word.

Hierdie Ooreenkoms is namens die partye op hede die 18de dag van April 1973 onderteken.

M. PORTER, Lid van die Raad.

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

A. S. YOUNG, Hoofsekretaris van die Raad.

ANNEXURE A

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

SERVICE CERTIFICATE

Surname..... Christian names.....

Address..... Provident Fund No.....

Signature of employee..... P.A.Y.E. No.....

Date of birth..... Race.....

Sex.....

EXPERIENCE

Name of employer	Factory No.	Date of engagement	Wage	Date of leaving	Wage	Occupation	Length of employment			Left of own accord (Yes or No)	Employer's signature
							Years	Months	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 A

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

DIENSSERTIFIKAAT

Familienaam..... Voorname.....

Adres..... Voorsorgfondsnommer.....

Handtekening van werkgewer..... L.B.S.-nommer.....

Geboortedatum..... Ras.....

Geslag.....

ONDERVINDING

Naam van werkgewer	Fabrieksnommer	Datum van indiensneming	Loon	Datum van diensverlating	Loon	Beroep	Dienstermyn			Diens uit eie beweging verlaat (Ja of Nee)	Handtekening van werkgewer
							Jaar	Maande	Dae		

L.W.—Hierdie kaart moet in 'n veilige plek bewaar word aangesien dit 'n noodsaaklike rekord is vir doeleindes van die Raad en Bystandsfonds.

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 Bantu 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.B.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 Benefit Fund:
    (a) Number of contributions to date.....
    (b) Benefits accrued to date.....hours.
    (c) Name of Sick Benefit Fund doctor.....

Issued at.....this.....day of.....19.....

.....
Signature of employer/Secretary

AANHANGSEL B

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

DIENSSERTIFIKAAT

Sertifikaatnommer.....

Seksie 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 Bantoenaam).....
   Fondsnommer.....
2. Voorname.....Belastingnommer (N).....
3. Adres.....
4. Geboortedatum.....Geslag.....Ras.....
5. Werksaamhede.....
6. Loon betaal op datum van diensverlating.....
   Loongroep: (a) Siektebystandsfonds.....(b) Bystandsfonds.....
7. Datum van indiensneming.....
8. Datum van diensverlating.....
9. Diens uit eie beweging verlaat (Ja/Nee).....
10. Datum van laaste verhoging ingevolge Ooreenkoms.....
11. Nommer van die dienssertifikaat uitgereik deur vorige werkgewer (voeg naam in).....
    was.....
12. Siektebystandsfonds:
    (a) Getal bydraes tot op datum.....
    (b) Voordele opgeloop tot op datum.....uur.
    (c) Naam van siektebystandsfondsdokter.....

Uitgereik te.....op hede die.....dag van.....19.....

.....
Handtekening van werkgewer/Sekretaris

ANNEXURE C

1. WAGES

	Per week R
(a) Foreman	40,00
(b) Storeman	25,00
(c) Despatch clerk	25,00
(d) Driver of a delivery vehicle the unladen mass of which—	
(i) does not exceed 2 722 kg	20,00
(ii) exceeds 2 722 kg but does not exceed 4 536 kg	30,00
(iii) exceeds 4 536 kg	35,00
(e) Night watchman	20,00
(f) General labourer	15,00
(g) Qualified employees:	
(1) Cutter, Class I, engaged in cutting from leather	32,00
(2) Cutter, Class I, engaged in cutting from materials other than leather	30,00
(3) Cutter, Class II, engaged in cutting from leather	24,00
(4) Cutter, Class II, engaged in cutting from materials other than leather	19,00
(5) Machinist engaged in the machining of leather handbag outers other than small parts, trimming and handles	19,00

AANHANGSEL C

1. LONE

	Per week R
(a) Voorman	40,00
(b) Pakhuisman	25,00
(c) Versendingsklerk	25,00
(d) Drywer van 'n afleweringsvoertuig waarvan die onbelaste massa—	
(i) hoogstens 2 722 kg is	20,00
(ii) meer as 2 722 kg maar hoogstens 4 536 kg is	30,00
(iii) meer as 4 536 kg is	35,00
(e) Nagwag	20,00
(f) Algemene arbeider	15,00
(g) Gekwalifiseerde werknemers:	
(1) Snyer, klas I, wat uit leer sny	32,00
(2) Snyer, klas I, wat uit ander materiaal as leer sny	30,00
(3) Snyer, klas II, wat uit leer sny	24,00
(4) Snyer, klas II, wat uit ander materiaal as leer sny	19,00
(5) Masjienwerker wat die masjienwerk aan buitekante van leerhandsakke, uitgesonderd die werk aan klein deeltjies, tooisels en handvatsels, verrig	19,00

	Per week R
(6) Machinist engaged in the machining of handbag outers made from materials other than leather, other than small parts, trimmings and handles	18,00
(7) Machinist engaged in machining operations from leather other than those referred to in paragraph (5)	16,50
(8) Machinist engaged in machining operations from materials other than leather, other than those referred to in paragraph (6)	16,00
(9) Skivers engaged in the skiving of leather	18,50
(10) Skivers engaged in the skiving of materials other than leather	18,00
(11) Handbag framers engaged in the framing of leather handbags	24,00
(12) Handbag framers engaged in the framing of handbags made from materials other than leather	20,00
(13) Grade I employees engaged in the manufacture of leather handbags	16,50
(14) Grade I employees engaged in the manufacture of handbags made from materials other than leather	15,50
(15) Grade II employees engaged in the manufacture of leather handbags	16,00
(16) Grade II employees engaged in the manufacture of handbags made from materials other than leather	12,00
(h) Learners employed in the categories for which wages are prescribed in paragraph (g) above:	
During the first six months of experience	9,00
During the next six months of experience	10,40
During the next six months of experience	12,00
During the next six months of experience	13,50
During the next six months of experience	15,20
During the next six months of experience	18,00

2. PROPORTION OR RATIO OF EMPLOYEES

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

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

(3) Notwithstanding the provisions of subclause (1), the following departmental ratios shall be observed:

(a) *Cutting department.*—Not more than three learner cutters shall be employed to every two qualified cutters employed in each establishment.

(b) *Machining department.*—Not more than three learner machinists shall be employed to every two qualified machinists employed in each establishment.

(c) *Handbag framing department.*—Not more than three learner handbag framers shall be employed to every two qualified handbag framers employed in each establishment.

ANNEXURE D

GUARANTEE

I/We, the undersigned, duly authorised thereto in my/our capacity as.....
of the.....
do hereby bind the said.....
in the sum of.....rand, South African currency, as sureties and co-principal debtors for the due payment to the National Industrial Council of the Leather Industry of South Africa by.....
of all moneys due, payable, or to become due and payable by him/them to the National Industrial Council of the Leather Industry of South Africa, to cover payment of leave allowances prescribed in clause 8 of the Agreement published in the Schedule to Government Notice R. 1079, dated 22 June 1973, and hereby renounce all the benefits from the legal exceptions of excussion and division, with the force of effect of which I/we hereby acknowledge myself/ourselves to be fully acquainted.

This guarantee is not negotiable or transferable and expires on 31 December 19...., subject to the National Industrial Council of the Leather Industry of South Africa being entitled to claim payment upon this guarantee, notwithstanding such expiry, for any of the said leave allowance due but unpaid at the said date of expiry of this guarantee.

Signed at..... this.....day of .....19.....

.....
Signature of guarantor

Witness: 1. .....
2. .....

	Per week R
(6) Masjienwerker wat masjienwerk verrig aan die buitekante van handsakke wat gemaak is van ander materiaal as leer, uitgesonderd die werk van klein deeltjies, tooisels en handvatsels	18,00
(7) Masjienwerker wat ander masjienwerk aan leer verrig as dié genoem in (5)	16,50
(8) Masjienwerker wat ander masjienwerk as dié genoem in paragraaf (6) aan ander materiaal as leer verrig	16,00
(9) Skawers wat leer skaaf	18,50
(10) Skawers wat ander materiaal as leer skaaf	18,00
(11) Handsakraamwerkers wat rame vir leerhandsakke maak	24,00
(12) Handsakraamwerkers wat rame maak vir handsakke wat van ander materiaal as leer gemaak is	20,00
(13) Werknemers graad I, wat leerhandsakke vervaardig	16,50
(14) Werknemers graad I, wat handsakke vervaardig uit ander materiaal as leer	15,50
(15) Werknemers graad II, wat leerhandsakke vervaardig	16,00
(16) Werknemers graad II, wat handsakke vervaardig uit ander materiaal as leer	12,00
(h) Leerlinge wat werksaam is in die klasse waarvoor lone in paragraaf (g) hierbo voorgeskryf word:	
Gedurende die eerste ses maande ondervinding	9,00
Gedurende die daaropvolgende ses maande ondervinding	10,40
Gedurende die daaropvolgende ses maande ondervinding	12,00
Gedurende die daaropvolgende ses maande ondervinding	13,50
Gedurende die daaropvolgende ses maande ondervinding	15,20
Gedurende die daaropvolgende ses maande ondervinding	18,00

2. GETALSVERHOUDING VAN WERKNEMERS

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

(2) Hoogstens drie leerlinge mag in elke bedryfsinrigting werksaam wees vir elke twee gekwalifiseerde werknemers wat in sodanige bedryfsinrigting werksaam is.

(3) Ondanks subklousule (1), moet daar aan die volgende getalsverhoudings vir afdelings gehou word:

(a) *Snyers.*—Hoogstens drie leerlingsnyers mag vir elke twee gekwalifiseerde snyers in elke bedryfsinrigting in diens geneem word.

(b) *Masjienwerk.*—Hoogstens drie leerlingmasjienwerkers mag vir elke twee gekwalifiseerde masjienwerkers in elke bedryfsinrigting in diens geneem word.

(c) *Handsakraam.*—Hoogstens drie leerlinghandsakraamwerkers mag vir elke twee gekwalifiseerde handsakraamwerkers in elke bedryfsinrigting in diens geneem word.

AANHANGSEL D

WAARBORG

Ek/Ons die ondergetekende(s), behoorlik daartoe gemagtig in my/ons hoedanigheid van.....
van die.....
bind hierby genoemde.....
ten bedrae van ..... rand (Suid-Afrikaanse geld) as borge en medehoofskuldenaars vir betaling aan die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika deur.....
.....
van alle gelde wat deur hom/hulle aan die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika verskuldig of betaalbaar is of word, om die betaling te dek van verloftoelaes voorgeskryf in klousule 8 van die Ooreenkoms gepubliseer in die Bylae by Goewermentskennisgewing R. 1079, gedateer 22 Junie 1973, en doen hierby afstand van alle voordele van uitwinning en skuldsplitsing en verklaar dat ek/ons ten volle op hoogte is van die betekenis en uitwerking daarvan.

Hierdie waarborg is nie verhandelbaar of oordraagbaar nie en verstryk op 31 Desember 19..... Ondanks sodanige verstryking is die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika geregtig om betaling ooreenkomstig hierdie waarborg te eis vir enige sodanige verloftoelae wat op sodanige verstrykindgsdatum van hierdie waarborg verskuldig was maar nie betaal is nie.

Op hede die.....dag van.....19.....
te..... onderteken.

.....
Handtekening van borg

Getuie: 1. .....
2. .....

No. R. 1080 22 June 1973

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—TANNING SECTION

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Tanning Section of the Leather Industry, shall be binding, with effect from 1 July 1973 and for the period ending 30 June 1975, upon the employers' organisations and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 2 (1), 3, 18, 22 and 23 (1) and (2), shall be binding, with effect from 1 July 1973 and for the period ending 30 June 1975, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Bloemfontein, Brits, The Cape, Durban, George, Germiston, Heidelberg (Transvaal), Johannesburg, King William's Town, Kirkwood, Krugersdorp, Mossel Bay, Nigel, Oudtshoorn, Paarl, Pietermaritzburg, Port Elizabeth, Pretoria, Stellenbosch, Uitenhage, Wellington, Witbank and Wynberg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect from 1 July 1973 and for the period ending 30 June 1975, the provisions of the Agreement, excluding those contained in clauses 2 (1), 3, 4 (3) (e), 18, 22 and 23, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

AGREEMENT

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

(a) South African Tanning Employers' Organisation;
(b) Transvaal Footwear, Tanning and Leather Trades' Association; and
(c) Southern Cape Leather Industries Association

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

(d) National Union of Leather Workers; and
(e) Transvaal Leather and Allied Trades Industrial Union

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

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

PROVISIONS APPLICABLE TO THE TANNING SECTION OF THE LEATHER INDUSTRY

1. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression "skilled artisan" means a person who

No. R. 1080 22 Junie 1973

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—LOOISEKSIE

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Looiseksie van die Leernywerheid betrekking het, met ingang van 1 Julie 1973 en vir die tydperk wat op 30 Junie 1975 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 2 (1), (3), 18, 22, en 23 (1) en (2), met ingang van 1 Julie 1973 en vir die tydperk wat op 30 Junie 1975 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Bloemfontein, Brits, Die Kaap, Durban, George, Germiston, Heidelberg (Transvaal), Johannesburg, King William's Town, Kirkwood, Krugersdorp, Mosselbaai, Nigel, Oudtshoorn, Paarl, Pietermaritzburg, Port Elizabeth, Pretoria, Stellenbosch, Uitenhage, Wellington, Witbank en Wynberg; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd die vervat in klousules 2 (1), 3, 4 (3) (e), 18, 22, en 23, met ingang van 1 Julie 1973 en vir die tydperk wat op 30 Junie 1975 eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan deur die

(a) South African Tanning Employers' Organisation;
(b) Transvaal Footwear, Tanning and Leather Trades' Association; en
(c) Southern Cape Leather Industries Association

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

(d) National Union of Leather Workers; en
(e) Transvaal Leather and Allied Trades Industrial Union

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika.

BEPALINGS VAN TOEPASSING OP DIE LOOISEKSIE VAN DIE LEERNYWERHEID

1. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"ambagsman" 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en vir die toepassing van hierdie omskrywing beteken "geskoolde ambagsman" iemand

has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

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

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

"Council" means the National Industrial Council of the Leather Industry of South Africa, registered in terms of section 2 of Act 11 of 1924, and deemed to have been registered under the Industrial Conciliation Act, 1956;

"day watchman" means an employee who is engaged in guarding premises or property between the hours of 6 a.m. and 6 p.m.;

"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 mass measuring, 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;

"driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle;

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

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

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

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

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

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

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

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

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

"hourly wage" means the weekly wage divided by 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 engaged on night work, when it shall mean the weekly wage divided by 38;

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

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

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

(1) for the manufacture mainly from leather of—

(a) footwear, including all types, but not including bespoke footwear;

(b) attaché cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;

(c) harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, ladies' bags, shopping bags, knitting bags, Bantu bags of the type

wat sy leertyd uitgedien het in 'n ambag wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat wat deur die Registrateur van Vakleerlinge kragtens artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik is, of 'n sertifikaat wat deur genoemde Registrateur kragtens òf artikel 2 (7) òf artikel 7 (3) van genoemde Wet aan hom uitgereik is;

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

"ketelbediener" 'n werknemer wat aktief werksaam is in verband met die instandhouding van die stoomdruk en waterinhoud van 'n stoomketel, en wat ook vure kan maak en in stand hou;

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

"dagwag" 'n werknemer wat tussen die ure 6 vm. en 6 nm. persele of eiendom bewaak;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die ontvangs van goedere in of uit 'n pakhuis of magasyn of van departemente af vir versending of aflewering, en wat verantwoordelik is vir die verpakking en/of bymekaarmaak van sodanige goedere en die nagaan, massameet, merk en adresseer van pakke;

"distrikskomitee" 'n komitee wat ooreenkomstig die konstitusie van die Raad aangestel is om die administrasie van ooreenkomste in 'n bepaalde gebied te behartig;

"motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf;

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

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

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

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

"ondervinding" die totale dienstydperk of -tydperke, hetsy voor of na die datum waarop hierdie Ooreenkoms in werking tree, wat 'n werknemer in die Nywerheid gehad het;

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

(1) Persele, masjinerie, uitrusting, gereedskap, gerei, diere, meubels of ander artikels skoonmaak;

(2) houers was of skoonmaak;

(3) grondstowwe, vervaardigde of halfvervaardigde produkte, masjinerie, uitrusting, gereedskap, gerei of ander artikels dra, verskuif en/of opstapel;

(4) voertuie of houers laai of aflaai;

(5) afval of as verwyder;

(6) kiste, pakke, bale of kratte oopmaak, toemaak of volpak;

(7) kiste, pakke of bale brandmerk, merk of sjabloneer;

(8) tee, koffie, kakao of dergelike dranke maak;

(9) op bestelwaens of voertuie help;

(10) briewe, boodskappe of goedere te voet of deur middel van 'n fiets of handvoertuig aflewer;

"halfdag" die gewone oggendwerktydperk van die betrokke bedryfsinrigting;

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

"uurloon" die weekloon gedeel deur 42, behalwe in die geval van 'n nagwag, waar dit die weekloon gedeel deur 72 beteken, en in die geval van 'n nagwerker, waar dit die weekloon gedeel deur 38 beteken;

"Nywerheid" die Looiseksie van die Leernywerheid;

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

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

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

(a) alle tipes skoeisel, maar uitgesonderd skoeisel op maat gemaak;

(b) dokumenttasse, tasse en alle ander houers ontwerp om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;

(c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klere), damesakke, inkoopsakke, breisakke, Bantoetasse van die tipe algemeen

commonly known as "Xhosa bags", wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets, and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned;

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

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

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

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

"motor vehicle" means any power-driven vehicle used for conveying goods and in respect of which a motor carrier certificate or certificate of exemption is required in terms of the Motor Carrier Transportation Act, 1930;

"night watchman" means an employee who is engaged in guarding premises or property between the hours of 6 p.m. and 6 a.m.;

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

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

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

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

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

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

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

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

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

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

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

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

2. SCOPE OF APPLICATION OF AGREEMENT

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

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply to employees for whom wages are prescribed and to the employers of such employees.

3. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act, and shall remain in operation for the period ending 30 June 1975 or such period as may be determined by him.

bekend as "Xhosasakke", portefeuljes, beursies, horlosiebande, polsbande, halsbande en leibande vir honde, reisdekenbande, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelike artikels, afgesien van die aard daarvan, maar wat bedoel is as plaasvervangers vir enigeen van bogenoemde artikels;

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

(3) in bedryfsinrigtings waarin leergoedere ook vervaardig word, vir die vervaardiging, uit ander materiaal as leer, van artikels vermeld in paragraaf (1): Met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopsakke, hoofsaaklik van papier gemak, insluit nie;

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

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

"motorvoertuig" 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere en ten opsigte waarvan 'n motortransportsertifikaat of 'n vrystellingsertifikaat ingevolge die Motortransportwet, 1930, vereis word;

"nagwag" 'n werknemer wat tussen die ure 6 nm. en 6 vm. persele of eiendom bewaak;

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

"loonvrag" die "netto dravermoë" of "netto vrag" wat 'n voertuig mag dra of sleep kragtens 'n motortransportsertifikaat of vrystellingsertifikaat wat die plaaslike padvervoerraad kragtens die Motortransportwet, 1930, ten opsigte van sodanige voertuig uitgereik het;

"stukwerk" 'n stelsel waarvolgens verdienste gebaseer word op die hoeveelheid werk verrig of produksie gelewer;

"gekwalifiseerde werknemer" 'n werknemer wat op grond van ondervinding daarop geregtig is om die volle loon te ontvang wat in hierdie Ooreenkoms voorgeskryf word vir die werksaamheid wat hy verrig;

"Sekretaris van die Raad" die Hoofsekretaris van die Raad, en dit omvat 'n assistent-sekretaris van die Raad;

"korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n tekort aan werk en/of grondstowwe of 'n algemene onklaarraking van uitrusting of masjinerie of die ineenstorting of weens die feit dat die geboue onbruikbaar is of dreig om dit te word as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand;

"pakhuisman en/of magasynmeester" 'n werknemer wat beheer oor voorrade uitoefen en verantwoordelik is vir die ontvangs van goedere in 'n pakhuis, die berging en hantering daarvan, die aflewering daarvan uit voorraad aan afdelings of vir deursending en/of verpakking in die pakhuis of magasyn en vir die uitpak daarvan;

"looiseksie" daardie seksie van die Leernywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die looi, bewerking en/of bloting van huide en velle;

"weekloon" die bedrag betaalbaar aan 'n werknemer ingevolge klousule 4 (1) (a) ten opsigte van sy gewone werkure soos in klousule 5 voorgeskryf: Met dien verstande dat—

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

(ii) die eerste voorbehoudsbepaling nie so vertolk mag word dat dit op besoldiging betrekking het of besoldiging insluit wat 'n werknemer wat in diens is op enige grondslag in klousule 14 bepaal, ontvang het benewens die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

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

2. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte Die Kaap, Wynberg, Paarl, Stellenbosch, Oudtshoorn, Wellington, Mosselbaai, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal), Brits, Witbank, Nigel, Germiston en Bloemfontein deur alle werkgewers in die Looiseksie van die Leernywerheid wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is en in daardie Seksie werk.

(2) Ondanks paragraaf (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone voorgeskryf word en op die werkgewers van sodanige werknemers.

3. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens artikel 48 van die Wet bepaal en bly van krag vir die tydperk eindigende 30 Junie 1975 of vir dié tydperk wat hy bepaal.

4. WAGES AND RATES

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

(b) Except in the case of a night watchman and an employee engaged on night work, the wages laid down in this clause shall be payable for a working week of 42 hours, and in the case of night watchmen, the wages shall be payable for a working week of 72 hours, and in the case of an employee engaged on night work the wages shall be payable for a working week of 38 hours. The working week shall end not earlier than on Wednesday in a calendar week.

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

Employee.....
Wage rate.....
Remuneration for work performed on a Sunday.....
Hours worked.....
Wages due.....
Deductions:
P.A.Y.E.....
Unemployment Fund.....
Sick Benefit Fund.....
Provident Fund.....
Insurance or pension.....
Trade union subscriptions.....
Council levies.....
Net earnings.....
Employer.....
Date.....

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

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

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

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

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

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

(f) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by 42 in the case of an employee engaged on day work and 38 in the case of an employee engaged on night work: Provided that no deduction shall be made—

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

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

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

(4) No premium for the training of an employee shall be charged or accepted by an employer: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

4. LONE EN LOONSKALE

(1) (a) Behoudens klousules 6 en 20 van hierdie Ooreenkoms, mag geen lone laer as dié voorgeskryf in hierdie klousule deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie ten opsigte van 'n werksaamheid wat deur so 'n werknemer verrig word, en elke werknemer moet verder voldoen aan enige getalsverhouding of ander voorwaardes in hierdie Ooreenkoms voorgeskryf.

(b) Behalwe in die geval van nagwagte en nagwerkers, is die lone in hierdie klousule voorgeskryf, vir 'n werkweek van 42 uur betaalbaar. In die geval van nagwagte is die lone vir 'n werkweek van 72 uur betaalbaar en in die geval van nagwerkers, vir 'n werkweek van 38 uur. Die werkweek mag nie vroeër as op Woensdag van 'n kalenderweek eindig nie.

(2) Alle besoldiging wat aan 'n werknemer verskuldig is, moet weekliks voor of op Vrydag in kontant betaal word 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 koevert geplaas word waarop die naam of nommer en loonskaal van die werknemer, die betaaldatum, die ure gewerk, besonderhede van aftrekkings en die netto verdienste daarin vervat met 'n inkpotlood of ink geskryf moet word en wel soos volg:

Werknemer.....
Loonskaal.....
Besoldiging vir werk op 'n Sondag verrig.....
Ure gewerk.....
Loon verskuldig.....
Aftrekkings:
L.B.S.....
Werkloosheidsfonds.....
Siektebystandsfonds.....
Voorsorgfonds.....
Versekerings- of pensioenfonds.....
Ledegeld vir vakvereniging.....
Raadsheffings.....
Netto verdienste.....
Werkgewer.....
Datum.....

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

(a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, waar 'n werknemer van sy werk afwesig is, uitgesonderd op las of versoek van sy werkgewer, 'n bedrag in verhouding tot die afwesigheidstydperk en bereken op die grondslag van die loon wat so 'n werknemer ten tyde van sy afwesigheid ten opsigte van sy gewone werkure ontvang het;

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

(c) heffings ingevolge klousule 9 van die Ooreenkoms;

(d) 'n bedrag wat 'n werkgewer ingevolge 'n wet, ordonnansie of regsproses ten behoewe van 'n werknemer moes betaal en wel betaal het;

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

(f) waar die gewone werkure voorgeskryf in klousule 5 verminder word weens korttyd, 'n bedrag ten opsigte van elke uur van sodanige vermindering van die werknemer se weekloon gedeel deur 42 in die geval van 'n dagwerker en 38 in die geval van 'n nagwerker: Met dien verstande dat geen aftrekking gemaak mag word nie in geval van korttyd—

(i) wat voortspruit uit 'n tekort aan werk en/of grondstowwe, tensy die werkgewer voor of op die dag voor dié waarop sodanige korttyd gewerk moet word, òf individueel òf by skriftelike kennisgewing opgeplak in die departement of departemente waarin hulle werk, die werknemers daarvan in kennis gestel het;

(ii) wat voortspruit uit 'n algemene onklaarraking van uitrusting of masjinerie of uit die feit dat die geboue onbruikbaar is of dreig om dit te word as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand, ten opsigte van die eerste uur waarin daar nie gewerk is nie, tensy die werkgewer op die vorige dag aan sy werknemer kennis gegee het dat daar geen werk beskikbaar sal wees nie.

Ondanks hierdie paragraaf mag geen aftrekkings vir korttyd gemaak word van die loon van 'n nagwag of 'n motorvoertuigdrywer nie.

(4) 'n Werkgewer mag geen premie vir die opleiding van 'n werknemer vra of aanvaar nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n opleidingskema waartoe die werkgewer volgens wet moet bydra.

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

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

	Per week R
A. Grade A:	
(i) Operators of splitting machines which shall include the setting and adjustments to such machines and the splitting either in the lime or tanned conditions or both	35,70
(a) Learners, according to experience:	
First six months	18,06
Second six months	22,26
Third six months	25,20
Fourth six months	28,14
Fifth six months	31,50
Thereafter	35,70
(b) In every tannery in which a splitting machine is installed there shall be employed at least one splitter at the full rate under A (i) above.	
(ii) Operators of shaving and whitening machines	31,50
(a) Learners, according to experience:	
First six months	18,06
Second six months	23,10
Third six months	26,46
Thereafter	31,50
B. Grade B:	
(a) Employees other than those specified in (b) and (c):	
(i) Employed as first grade table hands, i.e. hand buffers and whiteners, hand shavers, hand sprayers and employees employed on rounding	26,46
Note.—"Rounding" is the cutting up of untanned hide into bends, bellies, shoulders or backs, but does not including cutting a hide into two sides;	
(ii) employed as operator of a staking or buffing machine	24,78
(iii) employed as operator of glazing, all types of measuring, sole substance measuring, sole rolling, hydraulic press, fleshing, sammying, setting, bark milling, unhairing, scudding, seasoning, oiling, washing, brushing, spraying, padding, curtain coating, dust removal, oscilating knife, necking and wrinkel setting machines and employees employed as table hands (other than first grade) who are using currier's tools or improvised currier's tools on any class of leather and who are using these aforementioned tools on pasting plants or vacuum drying plants, employees engaged on repairing defects in leather, mixing and matching of pigment finish colours, matching dyes, square cutting, sueding by brush and/or emery paper, assisting a splitter in feeding into the front of a splitting machine, operating a mobile hoist truck of the type which requires the driver to be on the vehicle and employees employed on blackening, greasing, staining, pigmenting and seasoning leather by hand (brush or pad) and as lime yard hand fleshers	23,10
(b) Learners under the age of 18 years employed on operations specified in paragraph (a) above:	
According to experience:	
First six months	10,08
Second six months	11,76
Third six months	15,96
Thereafter, if employed under—	
(a) (i)	26,46
(a) (ii)	24,78
(a) (iii)	23,10

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

(6) Geen bepaling in hierdie Ooreenkoms mag die uitwerking hê nie dat dit die tydloon wat tans betaal word en vir die werknemer gunstiger is as dié in hierdie Ooreenkoms vir so 'n werknemer voorgeskryf, verminder solank hy by dieselfde werknemer in diens bly.

	Per week R
A. Graad A:	
(i) Bedieners van splitsmasjiene, wat die instel van en verstelling aan sodanige masjiene insluit, en wat leer in die kalk- of looistadium of in albei splits	35,70
(a) Leerlinge, volgens ondervinding:	
Eerste ses maande	18,06
Tweede ses maande	22,26
Derde ses maande	25,20
Vierde ses maande	28,14
Vyfde ses maande	31,50
Daarna	35,70
(b) In elke looiery waarin daar 'n splitsmasjien geïnstalleer is, moet minstens een splitser in diens wees wat die volle loon vermeld in A (i) hierbo ontvang.	
(ii) Bedieners van skaaf- en witmaakmasjiene	31,50
(a) Leerlinge volgens ondervinding:	
Eerste ses maande	18,06
Tweede ses maande	23,10
Derde ses maande	26,46
Daarna	31,50
B. Graad B:	
(a) Werknemers, uitgesonderd dié vermeld in (b) en (c):	
(i) In diens as eerstegraadse tafelwerkers, d.w.s. werknemers wat met die hand fynskuur, witmaak, skaaf en spuitverf en werknemers wat opsnywerk doen	26,46
Opmerking—"Opsnywerk" beteken die opsny van ongelooide huide in rugsystukke, pensstukke, bladstukke of rugstukke, maar nie die opsny van die huid in twee systukke nie;	
(ii) In diens as bediener van 'n rek-en-breimasjien of fynskuurmasjien	24,78
(iii) In diens as bediener van verglansmasjiene, alle tipes meetmasjiene, soolstofmeetmasjiene, sooluitrolmasjiene, hidrouliese perse, ontvleismasjiene, bevogtigingsmasjiene, setmasjiene, basfynmaalmasjiene, onthaarmasjiene, skraapmasjiene, nabehandelingsmasjiene, oliemasjiene, wasmasjiene, borselmasjiene, spuitmasjiene, opstopmasjiene, gordynbekleemasjiene, stofverwyderingsmasjiene, ossileermesse, nekvorms- en plooisetmasjiene, en werknemers in diens as tafelwerkers (uitgesonderd eerstegraadse tafelwerkers) wat leerbreiersgereedskap of geïmproviseerde leerbreiersgereedskap op enige soort leer gebruik en wat bogenoemde gereedskap gebruik op lyminstallasies of vakuumdroogінstallasies, werknemers wat gebreke in leer herstel, pigmentafwerkingskleure meng en pas, kleurstowwe pas, vierkante sny, suède met 'n borsel en/of skuurpapier bewerk, 'n splitser help om materiaal in die voorkant van 'n splitsmasjien te voer, 'n mobiele hyswa bedien van die tipe waar die drywer op die voertuig moet sit, en ook werknemers wat leer met die hand (borsel of kussingkie) swart maak, vetsmeer, beits, pigmenteer en nabehandel en diens doen as vleisskrapers wat die werk met die hand in 'n kalkskuur doen	23,10
(b) Leerlinge onder die ouderdom van 18 jaar wat werksaamhede vermeld in paragraaf (a) hierbo verrig:	
Volgens ondervinding:	
Eerste ses maande	10,08
Tweede ses maande	11,76
Derde ses maande	15,96
Daarna, indien in diens kragtens:	
(a) (i)	26,46
(a) (ii)	24,78
(a) (iii)	23,10

	Per week R
(c) Learners of the age of 18 years or over employed on operations specified in paragraph (a) above:	
According to experience:	
First six months	15,96
Second six months	17,22
Thereafter, if employed under—	
(a) (i)	26,46
(a) (ii)	24,78
(a) (iii)	23,10

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

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

C. Grade C:

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

(a) employed on scudding, cobbing, tacking, toggling and trimming hides and skins and trimming, breaking and/or fleshing sheepskins with wool on — 15,12

Note.—"Cobbing" means the trimming of the loose fleshings hanging from the edges of the hides after fleshing;

(b) employed on oiling, fleshwashing and all shed work, on unskilled labouring operations in the lime yard, tan yard, drum house and on all loading and off-loading work and washing skins with the wool or hair on, and employees engaged on unskilled labouring operations in the manufacture of pump, cup, hat, ram, U, V, or other type of hydraulic leathers — 14,49

(c) employed as general labourers — 14,49

(d) employed as batch stamping of raw hides or skins — 15,96

(ii) Employees under the age of 18 years — 10,08

Note.—All wages prescribed in paragraphs (i) and (ii) above are inclusive of a "dirt allowance" at the rate of 25c per week as awarded by the Arbitrator in 1945.

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

D. *Wool skin processing machines and operations not elsewhere specified:*

(a) Ironing and shearing — 20,58

(b) Carding — 15,12

(c) Stitching by machine — 21,42

E. *Welting, randing and lace cutting departments:*

(a) Operators of splitting, skiving, cutting, grooving and bevelling machines — 21,42

(b) All other operations — 15,12

F. (i) Storemen and/or warehousemen, despatch clerks — 21,42

(ii) Assistant storeman and/or assistant warehousemen — 19,32

G. *Motor vehicle drivers*—

employed on vehicles of a pay-load of up to and including 2 722 kg — 23,10

employed on vehicles of a pay-load of over 2 722 kg but not exceeding 4 536 kg — 26,04

employed on vehicles of a pay-load of over 4 536 kg — 28,56

H. *Boiler attendant* — 15,96

I. *Night watchmen* — 19,32

J. *Day watchmen* — 15,96

K. *Handymen* — 19,32

L. Operations relating to the production of upholstery leather not elsewhere specified:

(a) Marking and/or pattern cutting — 28,98

(b) Cutting to patterns — 26,46

(c) Piece marking — 15,96

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

	Per week R
(c) Leerlinge, 18 jaar oud of ouer, wat werksaamhede vermeld in paragraaf (a) hierbo verrig:	
Volgens ondervinding:	
Eerste ses maande	15,96
Tweede ses maande	17,22
Daarna, indien in diens kragtens:	
(a) (i)	26,46
(a) (ii)	24,78
(a) (iii)	23,10

Getalsverhouding.—Hoogstens een leerling wat minder as die volle loon voorgeskryf vir sy werksaamheid ontvang, kan in diens geneem word vir elke drie of gedeelte van drie werknemers wat halfgeskoolde werk teen die volle loon verrig.

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

C. Graad C:

(i) Werknemers, 18 jaar oud of ouer—

(a) wat huide en velle skraap, skoonsny, spalk en regsny en skaapvelle waaraan daar nog wol is, regsny, sagskraap en/of die vleis daarvan afskraap — 15,12

Opmerking—"Skoonsny" beteken die afsny van stukkies vleis wat nog aan die kant van die huide hang nadat die vleis afgeskraap is;

(b) wat olie-, vleiswas-, alle skuurwerk en ongeskoolde arbeid in die kalkskure, looiskure en trommelskure verrig en alle laai- en afiaaiwerk doen en die velle waaraan daar nog wol of hare is, was en ongeskoolde arbeid verrig by die vervaardiging van pomp-, dop-, L-, ram-, U-, V-, of ander soorte hidrouliese leerpakstukke — 14,49

(c) wat algemene arbeiders is — 14,49

(d) wat rou huide of velle in lotte stempel — 15,96

(ii) Werknemers onder die ouderdom van 18 jaar — 10,08

Opmerking—Alle lone in paragrawe (i) en (ii) hierbo voorgeskryf, sluit 'n "toelae vir vuilwerk" van 25c per week in wat in 1945 deur die Arbiter toegeken is.

Getalsverhouding—Hoogstens twee werknemers onder die ouderdom van 18 jaar kan ongeskoolde werk in 'n bedryfsinrigting verrig.

D. *Wolvelverwerkingsmasjiene en werksaamhede nie elders vermeld nie:*

(a) Stryk en skeer — 20,58

(b) Kaarding — 15,12

(c) Stikwerk met masjien — 21,42

E. *Departemente vir die sny van randstrokies, hakstrokies en veters:*

(a) Bedieners van splits-, skaaf-, sny-, groefsny- en afskuinsmasjiene — 21,42

(b) Alle ander werksaamhede — 15,12

F. (i) Pakhuismanne en/of magasynmeesters, versendingsklerke — 21,42

(ii) Assistent-pakhuisman en/of assistent-magasynmeester — 19,32

G. *Motorvoertuigdrywers*—

werksaam op voertuie met 'n loonvrag van tot en met 2 722 kg — 23,10

werksaam op voertuie met 'n loonvrag van meer as 2 722 kg maar hoogstens 4 536 kg — 26,04

werksaam op voertuie met 'n loonvrag van meer as 4 536 kg — 28,56

H. *Ketelbediener* — 15,96

I. *Nagwag* — 19,32

J. *Dagwag* — 15,96

K. *Faktotum* — 19,32

L. Werksaamhede in verband met die produksie van bekleedselleer wat nie elders vermeld word nie:

(a) Merk- en/of patroonsnywerk — 28,98

(b) Snywerk volgens patrone — 26,46

(c) Stukmerkwerk — 15,96

(7) (a) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet die aanvangsloon van 'n werknemer wat bevorder word tot of weer in diens geneem word vir 'n werksaamheid waarvoor 'n leerlingskaal voorgeskryf word, en waarvoor 'n hoër loon voorgeskryf word as die loon vir die werksaamheid wat hy verrig of verrig het, daardie kerf van die leerlingskaal van

new operation which is immediately higher than the wage he is or was receiving, and he shall, thereafter, progress according to the learnership scale for the new operation.

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

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

(9) (a) Notwithstanding anything to the contrary contained herein, an employee who, on 13 February 1973, was in receipt of remuneration higher than the wage prescribed for the class of work on which he was engaged and who, on the date on which this Agreement comes into operation, is still in the employ of the same employer on the same class of work, shall continue to be paid an additional amount equal to the difference between the remuneration he was receiving on 13 February 1973, and the wage which, on that date, was prescribed for the operation on which he was employed.

(b) For the purpose of this subclause "remuneration" shall be deemed not to include any payment in respect of overtime or additional payments in respect of a piece work system being applied in terms of clause 14.

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 eight hours, excluding meal times, on any one day: Provided that in any establishment in which—

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

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

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

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

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

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

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

(d) who is a female, to work—

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

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

(2) For the purposes of subclause (1) (a) an employee who does not work on any holiday referred to in clause 7 (8) (a) or who on such holiday works less than his average ordinary working hours for that day of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

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

(4) Notwithstanding the provisions of subclause (1) (a), the hours of work of an employee engaged on night work in an establishment in which two or more shifts are worked shall not exceed 38 hours in any one week: Provided that an employee who is engaged on shift work and whose ordinary hours of work are less than 42 hours in the case of an employee engaged

die nuwe werk wees wat onmiddellik hoër is as die loon wat hy ontvang of ontvang het, en hy moet daarna ooreenkomstig die leerlingskaal vir die nuwe werk vorder.

(b) Paragraaf (a) is nie van toepassing nie op 'n werknemer wat weer in diens geneem word en daarna bevorder word tot 'n werk ten opsigte waarvan hy voorheen die skaal vir gekwalifiseerdes ontvang het.

(8) By bewyslewering, tot tevredenheid van die werkgewer, van die dood van 'n werknemer, moet die werkgewer aan dié afhanklike van die afgestorwe werknemer wat hy goed dink, die besoldiging betaal wat opgeloop het maar wat op die sterftedatum nog nie aan so 'n werknemer betaal is nie, en die boedel van die afgestorwe werknemer kan geen eis teen die werkgewer instel nie.

(9) (a) Ondanks andersluidende bepalings hierin, moet daar steeds aan 'n werknemer wat op 13 Februarie 1973 hoër besoldiging ontvang het as die loon voorgeskryf vir die klas werk wat hy verrig het en wat op die datum van inwerkingtreding van hierdie Ooreenkoms nog steeds by dieselfde werkgewer vir dieselfde klas werk in diens is, 'n bykomende bedrag betaal word gelyk aan die verskil tussen die besoldiging wat hy op 13 Februarie 1973 ontvang het en die loon wat op daardie datum voorgeskryf was vir die werksaamheid wat hy verrig het.

(b) Vir die toepassing van hierdie subklousule word "besoldiging" geag nie enige betaling ten opsigte van oortyd of bykomende betalings ten opsigte van 'n stukwerkstelsel wat kragtens klousule 14 in werking is, in te sluit nie.

5. WERKURE

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

(a) langer as 42 uur, uitgesonderd etenstye, in 'n enkele week te werk nie; of

(b) langer as agt uur, uitgesonderd etenstye, op 'n enkele dag te werk nie: Met dien verstande dat daar in enige bedryfsinrigting waarin—

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

(ii) die werknemers gewoonlik hoogstens vyf dae per week werk, van 'n werknemer vereis of hy toegelaat kan word om op enige werkdag vir 'n bykomende tydperk van hoogstens een en 'n kwart uur te werk; of

(c) vir 'n aaneenlopende tydperk van langer as vyf uur te werk nie, sonder 'n ononderbroke pouse van minstens een uur: Met dien verstande dat—

(i) 'n werkgewer, by onderlinge ooreenkoms met minstens 75 persent van sy werknemers, die duur van sodanige etenspouse tot minstens 'n halfuur kan verminder, en in daardie geval, en nadat die werkgewer 'n verklaring oor sodanige ooreenkoms by die distrikskomitee vir sy gebied ingedien het, kan die etenspouse verkort word;

(ii) werktydperke onderbreek deur pouses van minder as een uur geag word aaneenlopend te wees, behalwe waar voorbehoudsbepaling (i) van toepassing is;

(iii) as so 'n pouse langer as een uur duur, enige tydperk van langer as een en 'n kwart uur geag word tyd gewerk te wees;

(iv) waar 'n werkgewer op 'n dag as gevolg van oortydwerk 'n tweede etenspouse aan 'n werknemer moet toestaan, sodanige etenspouse op versoek van die werknemer tot 15 minute verkort kan word, mits die totale tydperk wat die werknemer na die eerste etenspouse van die dag werk, nie langer as sewe uur is nie, en sodanige tweede pouse kan geag word nie deel van die gewone werkure of oortyd uit te maak nie; of

(d) as dit 'n vrou is,—

(i) tussen 6 nm. en 6 vm. te werk nie; of

(ii) na 1 nm. op meer as vyf dae per week te werk nie.

(2) Vir die toepassing van subklousule (1) (a) word 'n werknemer wat nie op 'n vakansiedag bedoel in klousule 7 (8) (a) werk nie of wat op so 'n vakansiedag minder as sy gemiddelde getal gewone werkure werk vir daardie dag van die week waarop sodanige vakansiedag val, geag sy gemiddelde getal gewone werkure op daardie dag te gewerk het.

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

(4) Ondanks subklousule (1) (a), mag die werkure van 'n nagwerker in 'n bedryfsinrigting waarin twee of meer skofte gewerk word, nie meer as 38 uur in 'n enkele week wees nie: Met dien verstande dat 'n skofwerker wie se gewone werkure minder as 42 uur in die geval van 'n dagwerker, en minder as 38 uur

on day work and less than 38 hours in the case of an employee engaged on night work shall, for the purpose of clause 4 (1) (b) be deemed to have worked 42 hours or 38 hours respectively.

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

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

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

(7) If employees are not required to be present for work 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 present for work 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 present for work at the establishment in the afternoon shall be entitled to work two hours or to receive two hours' pay in lieu thereof, unless notice of intention not to work shall have been given by the employer during the morning.

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

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

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

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

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

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

6. OVERTIME

(1) Notwithstanding the provisions of clauses 5 (1) (a) and (b) and 5 (4) 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 10) fixed by the Council by notice, in writing, to the employer, specifying the employee or the class of employee, in respect of whom the notice is applicable, and the period for which and the 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 60 days in any year;

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

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

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

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

in die geval van 'n nagwerker is, vir die toepassing van klousule 4 (1) (b) geag word onderskeidelik 42 uur of 38 uur te gewerk het.

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

(6) (a) Elke werkgewer moet binne een maand vanaf die datum van inwerkingtreding van die Ooreenkoms die Raad skriftelik in kennis stel van die begin- en ophoutye van elke seksie of afdeling van sy bedryfsinrigting.

(b) Elke werkgewer wat voornemens is om die tye vermeld in paragraaf (a) te verander, moet die Raad minstens sewe dae voor die datum waarop hy voornemens is om sodanige verandering aan te bring, skriftelik daarvan in kennis stel.

(7) As werknemers hulle nie op 'n sekere dag by 'n bedryfsinrigting vir werk hoef aan te meld nie, moet hulle voor sodanige dag individueel of by kennisgewing, opgeplak in die afdeling of afdelings waarin hulle werk, meegedeel word dat hul dienste nie nodig sal wees nie.

Werknemers wat nie aldus in kennis gestel is nie en wat hulle op die gewone begintyd by die bedryfsinrigting aanmeld, is geregtig op minstens 'n halfdag diens of 'n halfdag se besoldiging in plaas daarvan.

Werknemers wat hulle in die middag by die bedryfsinrigting vir werk aanmeld, is geregtig op twee uur diens of twee uur se besoldiging in plaas daarvan, tensy die werkgewer gedurende die oggend kennis gegee het van sy voorneme om hulle nie te laat werk nie.

(8) Die volgende rustye moet aan elke werknemer toegestaan word en word gereken as tyd gewerk:

(a) Maandae tot Saterdae, minstens 10 minute in die oggend, mits hy alreeds een uur gewerk het;

(b) Maandae tot Vrydae, minstens 10 minute in die middag, mits hy alreeds een uur na die etenspouse gewerk het:

Met dien verstande dat as die werkgewer en minstens 75 persent van sy werknemers ooreenkom om een van of albei die ruspouses nie na te kom nie, daar van sodanige ruspouse of ruspouses afgesien kan word nadat 'n verklaring oor sodanige ooreenkoms by die distrikskomitee vir die betrokke gebied ingedien is, en in daardie geval moet die gewone werkure vir elke dag pro rata verminder word: Voorts met dien verstande dat die tyd wat nie as ruspouses geneem word nie, nogtans geag word deel van die gewone werkure uit te maak en daarvoor betaal word asof sodanige ruspouses nagekom is.

(9) As werknemers aan die einde van werktye moet "uitklok", moet die werkgewer fasiliteite verskaf ten einde werknemers in staat te stel om die bedryfsinrigting te verlaat op die korrekte tyd waarop die werk gestaak moet word.

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

6. OORTYDWERK

(1) Ondanks klousules 5 (1) (a) en (b) en 5 (4), en behoudens hierdie klousule, kan '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 10 kan wees) wat die Raad vasgestel het in 'n skriftelike kennisgewing aan die werkgewer, waarin die werknemer of klas werknemer op wie die kennisgewing van toepassing is, asook die tydperk waarvoor en die voorwaardes waarop dit geldig is, gemeld word:

Met dien verstande dat geen werkgewer van 'n vroulike werknemer kan vereis of haar toelaat om oortyd—

(a) vir langer as twee uur op 'n bepaalde dag te werk nie;

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

(c) op meer as 60 dae in 'n bepaalde jaar te werk nie;

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

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

(ii) die toelae voorgeskryf in die Regulasies ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, betyds aan so 'n werknemer betaal het om haar in staat te stel om 'n maaltyd te bekom voordat die oortydwerk begin.

(2) Daar mag nie van 'n werknemer vereis word om oortyd te werk nie, tensy die werkgewer die werknemer op die vorige dag kennis daarvan gegee het.

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

(a) on any day from Monday to Friday and/or Saturday morning inclusive, his hourly wage, plus 33⅓ per cent;

(b) on Saturday afternoon, his hourly wage, plus 50 per cent.

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

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

(a) pay to the employee—

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

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

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

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

(7) A night watchman who is on duty for time in excess of 12 consecutive hours shall for such excess time be paid at the rate of his hourly wage plus 33⅓ per cent. A night watchman who is on duty on his night off shall be paid at double the rate of his hourly wage.

7. HOLIDAYS AND ANNUAL LEAVE

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

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

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

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

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

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

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

(a) Sy uurloon plus 33⅓ persent op enige dag van Maandag tot en met Vrydag en/of Saterdagoggend;

(b) sy uurloon plus 50 persent op Saterdagmiddag.

(4) As dit in 'n bedryfsinrigting gebruiklik is om die gewone werkweek van 42 uur tussen Maandag en Vrydag te voltooi, moet 'n werknemer, uitgesonderd 'n nagwag, van wie vereis word om op 'n Saterdagoggend te werk, vir elke uur of gedeelte van 'n uur aldus gewerk, een en 'n derde keer sy uurloon betaal word, afgesien van die getal ure werklik tussen Maandag en Vrydag gewerk.

(5) As 'n werknemer op 'n Sondag werk, moet sy werkgewer—

(a) die werknemer òf soos volg betaal:

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

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

(b) òf die werknemer minstens een en 'n derde keer die gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk, en hom binne sewe dae vanaf sodanige Sondag een vakansiedag toestaan en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde getal gewone werkure vir daardie dag van die week gewerk het.

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

(7) 'n Nagwag wat langer as 12 agtereenvolgende ure op diens is, moet vir sodanige ekstra tyd sy uurloon plus 33⅓ persent betaal word. 'n Nagwag wat op sy vry nag op diens is, moet dubbel sy uurloon betaal word.

7. VAKANSIEDAE EN JAARLIKSE VERLOF

(1) Elke werkgewer moet voor of op 24 Desember elke jaar sy bedryfsinrigting vir 'n tydperk van minstens twee agtereenvolgende weke en twee dae sluit en aan elkeen van sy werknemers, uitgesonderd 'n nagwag, verlof van minstens twee agtereenvolgende weke en twee dae toestaan en aan so 'n werknemer voor of op die laaste werkdag voor die aanvang van sodanige verlof, 'n verloftoelae vir elke maand diens by die werkgewer betaal, gelyk aan een-twaalfde van die loon wat hy in twee weke en twee dae sou verdien het: Met dien verstande dat—

(a) sodanige verloftydperk nie mag saamval nie met 'n diensopseggingstermyn van die werknemer of 'n tydperk waarin hy militêre opleiding ondergaan; en

(b) as 'n openbare vakansiedag in subklousule (8) (a) van hierdie klousule vermeld binne sodanige verloftydperk val, sodanige openbare vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere verloftydperk en die werknemer vir sodanige openbare vakansiedag, gelyktydig met die verloftoelae, eenvyfde van sy weekloon betaal moet word vir elke sodanige openbare vakansiedag wat binne genoemde verloftydperk val.

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

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

(3) Diens van 'n halfmaand of langer word geag 'n volle maand diens te wees by die berekening van die verloftoelae betaalbaar ingevolge subklousules (1) en (2), en "halfmaand" beteken 'n tydperk van 15 agtereenvolgende kalenderdae, afgesien daarvan of dit werkdae is of nie.

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

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

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

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

(b) The leave prescribed in paragraph (a) shall be granted not later than the 24th day of December of each year: Provided that if any public holiday referred to in subclause (8) (a) of this clause falls within the period of such leave such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday at the same time as the leave allowance, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

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

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

(7) Any period during which an employee—

(a) is on leave in terms of subclauses (1) and (5);

(b) undergoes military training in pursuance of the Defence Act, 1957;

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

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

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

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

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

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

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

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

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

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

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

(b) As 'n werknemer gedurende die week voor die sluiting van die fabriek kennis van diensbeëindiging gee, is hy nie op die bykomende verlofbesoldiging van een-twaalfde vir Desember geregtig nie.

(c) As 'n werknemer samevallend met die sluiting van die fabriek kennis van diensbeëindiging gee, is hy op die bykomende verlofbesoldiging van een-twaalfde vir Desember geregtig.

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

(b) Die verlof voorgeskryf in paragraaf (a) moet voor of op die 24ste dag van Desember elke jaar toegestaan word: Met dien verstande dat as enige openbare vakansiedag in subklousule (8) (a) van hierdie klousule bedoel, binne sodanige verloftydperk val, sodanige openbare vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere verloftydperk en die werknemer ten opsigte van sodanige openbare vakansiedag en gelyktydig met die verloftoelae, die loon betaal moet word wat hy sou verdien het as hy op so 'n openbare vakansiedag sy daaglikse gemiddelde getal gewone werkure gewerk het.

(c) 'n Nagwag wie se diens gedurende 'n tydperk van 12 maande diens beëindig word voordat die verloftydperk voorgeskryf in paragraaf (a) ten opsigte van daardie tydperk opgeloop het, moet by diensbeëindiging en benewens enige ander besoldiging aan hom verskuldig, vir elke voltooide maand van sodanige diens-tydperk minstens een-vierde van die weekloon betaal word wat hy onmiddellik voor sodanige beëindigingsdatum ontvang het.

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

(7) 'n Tydperk waarin 'n werknemer—

(a) ingevolge subklousules (1) en (5) met verlof is;

(b) ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan;

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

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

word vir die toepassing van subklousules (1), (2) en (5) geag diens te wees: Met dien verstande dat paragraaf (d) nie van toepassing is nie op 'n tydperk van afwesigheid weens siekte wat langer as drie agtereenvolgende dae duur, as die werknemer versuim om op versoek van die werkgewer 'n sertifikaat van 'n mediese praktisyn in te dien wat meld dat hy weens siekte nie kon werk nie, of op daardie deel van 'ntotale tydperk van afwesigheid wat meer as 30 dae gedurende enige 12 maande diens beloop.

(8) (a) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Tweede Kersdag, Nuwejaarsdag en Republiekdag is vakansiedae met volle besoldiging: Met dien verstande dat as 'n werknemer op enigeen van hierdie dae werk, sy werknemer hom minstens sy gewone besoldiging moet betaal vir die totale tydperk op sodanige dag gewerk, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

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

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

(d) As 'n werknemer se diens gedurende Desember beëindig word, moet hy benewens enige ander besoldiging aan hom verskuldig, een dag se besoldiging betaal word vir elkeen van die openbare vakansiedae, naamlik Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag, waarvoor hy nog nie besoldiging ontvan het nie, en die loon betaalbaar vir sodanige vakansiedae moet teen vier vyfdes van die gewone weekloon gereken word.

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

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

(b) sy werknemers minstens 14 dae kennis gee van die werklike datum waarop die bedryfsinrigting gaan sluit en die tydperk waarin daar nie van die werknemers vereis sal word om te werk nie.

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

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

8. PLACE OF EMPLOYMENT

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

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

9. COUNCIL FUNDS

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

(a) 1c from the earnings of each of his employees for whom minimum rates of less than R14,75 per week are prescribed;

(b) 2c from the earnings of each of his employees for whom minimum rates of R14,75 or over but less than R24 per week are prescribed;

(c) 4c from the earnings of each of his employees for whom minimum rates of R24 per week or over are prescribed.

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

10. TERMINATION OF EMPLOYMENT

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

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

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

(4) Where an employee has been on short-time amounting to less than 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 clause 7 (1) shall be regarded as short-time.

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

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

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

11. INSURANCE OF WAGES IN CASE OF FIRE

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

Die kennisgewings hierbo vermeld, moet skriftelik wees en die werkgewer moet dit vertoon op 'n plek wat vir sy werknemers maklik toeganklik is.

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

8. WERKPLEK

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

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

9. FONDSE VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer, met ingang van die datum waarop hierdie Ooreenkoms in werking tree, op elke betaaldag die volgende bedrae aftrek:

(a) 1c van die verdienste van elkeen van sy werknemers vir wie minimum lone van minder as R14,75 per week voorgeskryf word;

(b) 2c van die verdienste van elkeen van sy werknemers vir wie minimum lone van R14,75 of meer maar minder as R24 per week voorgeskryf word;

(c) 4c van die verdienste van elkeen van sy werknemers vir wie minimum lone van R24 per week of meer voorgeskryf word.

(2) Die werkgewer moet 'n gelyke bedrag voeg by die totaal van die bedrae aldus afgetrek en die totale bedrag voor of op die sewende dag van die volgende maand stuur aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, of 'n ander beampte deur die Raad of Uitvoerende Komitee aangewys.

10. DIENSBEËINDIGING

(1) Behoudens subklousule (2), moet elke werknemer een week kennis van diensbeëindiging gee en moet elke werkgewer een week kennis gee van sy voorneme om die diens van 'n werknemer te beëindig. Sodanige kennisgewing van een week word van krag aan die einde van die werkweek van die betrokke bedryfsinrigting. 'n Week kennisgewing beteken 'n volle week se werk of 'n volle week se besoldiging in plaas daarvan. 'n Werknemer wie se dienste nie na die verloftydperk vermeld in klousule 7 nodig is nie, moet een week voordat die verlof begin, kennis daarvan gegee word, anders is hy geregtig op 'n week se besoldiging in plaas daarvan.

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

(3) Die bepalings van hierdie klousule raak nie enige ooreenkoms wat vir 'n kennisgewingtydperk van langer as een week voorsiening maak nie: Met dien verstande dat die kennisgewingtydperk waaroor ooreengekom is van gelyke duur vir albei partye is. As 'n ooreenkoms kragtens hierdie subklousule aangegaan is, moet betaling in plaas van kennisgewing in verhouding wees tot die kennisgewingtermyn waaroor ooreengekom is.

(4) Waar 'n werknemer korttyd gewerk het wat minder as 42 uur se werk gedurende 'n tydperk van vier agtereenvolgende weke beloop, word sy dienskontrak by verstryking van daardie tydperk geag outomaties beëindig te wees en is die werknemer geregtig op 'n bedrag gelyk aan sy gewone weeklikse besoldiging, benewens enige besoldiging ingevolge hierdie Ooreenkoms, vir die werk wat hy verrig het. 'n Tydperk waarin 'n bedryfsinrigting gesluit is en wat die jaarlikse verloftydperk waarvoor klousule 7 (1) voorsiening maak, onmiddellik voorafgaan of onmiddellik daarop volg, word geag korttyd te wees.

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

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

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

11. VERSEKERING VAN LONE IN GEVAL VAN BRAND

(1) Elke werkgewer moet 'n versekeringspolis by 'n geregistreerde versekeringsmaatskappy in stand hou wat voorsiening moet maak vir betaling van een week se loon aan alle werknemers van die werkgewer wat weens brand werkloos word: Met dien verstande dat 'n pro-rata-betaling gemaak kan word as werk vir 'n tydperk van minder as een week gestaak word.

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

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

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

12. SERVICE CERTIFICATES

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

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

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

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

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

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

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

13. DIFFERENTIAL RATES

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

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

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

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

(2) Elke werkgewer wat 'n polis ingevolge subklousule (1) uitgeneem het, moet binne 14 dae nadat 'n agent van die Raad hom daarom versoek het, 'n sertifikaat van die versekeringsmaatskappy toon wat meld dat daar versekeringsdekking bestaan wat aan die vereistes van subklousule (1) voldoen en wat ook die tydperk meld waarvoor die polis geldig is.

(3) As 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 van inwerkingtreding van hierdie Ooreenkoms of binne twee maande nadat hy tot die Nywerheid toetree, naamlik die laaste datum, 'n bedrag gelyk aan een week se lone vir alle werknemers in die bedryfsinrigting by die Raad deponeer, en die Raad moet die bedrag in 'n spesiale trustbeleggingsrekening hou totdat dit vir so 'n betaling aan werknemers nodig is: Met dien verstande dat as dit nie aldus aan die werknemers betaal word nie, dit die eiendom van die werkgewer is.

(4) Rente op al sodanige geld wat belê word, val die algemene fondse van die Raad toe.

12. DIENSSERTIFIKATE

(1) Elke werkgewer moet aan elke werknemer wat sy diens verlaat, by sy vertrek 'n dienssertifikaat in die vorm van Aanhangsel A uitreik. Sodanige sertifikate moet agtereenvolgens genommer word en 'n kopie van elkeen moet deur die werkgewer behou word en nog 'n kopie moet aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, gestuur word.

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

(2) Voordat hy 'n werknemer in diens neem, moet elke werkgewer van die aansoeker vereis om 'n dienssertifikaat ingevolge subklousule (1) hiervan te toon as hy reeds voorheen in die Nywerheid gewerk het, of om 'n sertifikaat te toon wat deur die sekretaris van die distrikskomitee of die Sekretaris van die Raad onderteken is en die vorige ondervinding (as daar is) van die aansoeker vermeld. As die aansoeker 'n nuwe toetreder tot die Nywerheid of 'n leerling is, moet die werkgewer van hom vereis om 'n geboortesertifikaat of ander bewys van ouderdom te toon.

'n Werkgewer kan 'n verklaring wat deur die werknemer se ouer of voog onderteken is, as "bewys van ouderdom" aanvaar vir 'n tydperk van drie maande, waarin die werknemer 'n geboortesertifikaat moet toon. As die werknemer na drie maande nie in staat is om so 'n sertifikaat te toon nie, moet die werkgewer by die distrikskomitee (of waar daar geen distrikskomitee bestaan nie, by die Uitvoerende Komitee) aansoek doen om vrystelling van hierdie subklousule.

As sodanige vrystelling nie verleen word nie, moet die werkgewer die werknemer se diens beëindig deur een week kennis ingevolge klousule 10 aan so 'n werknemer te gee.

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

In die geval van 'n Bantoe kan 'n sertifikaat onderteken deur die Bantoesakekommissaris wat die werknemer se ouderdom sertifiseer, by gebrek aan ander aanvaarbare bewys as "bewys van ouderdom" aanvaar word.

13. DIFFERENSIËLE LONE

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

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

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

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

14. PIECE-WORK

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

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

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

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

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

15. LICENSING OF LEARNERS

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

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

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

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

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

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

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

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

16. WAGE REGISTERS

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

17. CLOGS, CLOTHING AND TOOLS

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

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

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

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

19. ADMINISTRATION OF AGREEMENT

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

14. STUKWERK

(1) Geen stukwerkstelsel mag in enige bedryfsinrigting toegepas word nie, tensy en totdat—

(a) die betrokke distrikskomitee stukwerklone aanbeveel het; en

(b) die stukwerklone, soos òf deur die distrikskomitee òf op 'n ander wyse aanbeveel, deur die Raad goedgekeur is.

(2) Stukwerk is van toepassing op alle werknemers in dieselfde bedryfsinrigting wat die betrokke werksaamhede verrig en die stukwerklone moet op so 'n grondslag ingestel word dat dit elke werknemer in staat stel om die voorgeskrewe minimum uurloon vir die werksaamheid plus 25 persent te verdien.

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

15. LISENSIËRING VAN LEERLINGE

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

(2) Aansoek om toestemming om 'n leerling in diens te neem vir 'n werksaamheid in subklousule (1) vermeld, moet deur die werkgewer by die Raad gedoen word op die vorm wat die Raad van tyd tot tyd voorskryf.

(3) Elke lisensie in subklousule (1) vermeld, moet deur die Sekretaris van die Raad onderteken word en moet die volgende meld: Die leerling se naam en ouderdom, die werksaamheid waarvoor hy in diens geneem word, die minimum loon aan hom betaalbaar, die naam van die werkgewer en die tydperk waarvoor die lisensie geldig is.

(4) Die Raad of Uitvoerende Komitee kan, as hy dit goed dink, nadat een week skriftelike kennisgewing aan die werkgewer en werknemer gegee is, enige lisensie uitgereik ooreenkomstig hierdie klousule intrek, afgesien daarvan of die tydperk waarvoor dit geldig is, verstryk het of nie.

(5) 'n Kopie van elke lisensie ooreenkomstig hierdie klousule uitgereik, moet aan die werknemer gegee word.

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

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

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

16. LOONREGISTERS

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

17. OORSKOENE, KLERE EN GEREEDSKAP

(1) Werkgewers moet beskermende klere en toestelle soos vereis by Regulasie 18 van die Regulasies ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, gepubliseer by Goewermentskennisgewing 1227 van 4 September 1941, soos gewysig, kosteloos aan alle werknemers verskaf en moet voorskote, handskoene, kamaste en een paar waterdigte oorskoene of ander geskikte skoeisel wat minstens vier maande lank voldoende beskerming aan die voete sal verleen, aan werknemers verskaf wat in die kalkskuur werk of nat werk doen, en moet sodanige uitrusting vervang wanneer dit in 'n verslete toestand terugbesorg word.

(2) Werkgewers moet geskikte maskers kosteloos verskaf aan werknemers wat spuitwerk verrig en met basmeulens werk.

(3) Die werkgewer moet alle gereedskap kosteloos verskaf.

18. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Werkgewers moet aan enigeen van hul werknemers wat 'n verteenwoordiger in die Raad, Uitvoerende Komitee of 'n distrikskomitee is, al die fasiliteite verleen om hul pligte in verband met die werk van sodanige liggame na te kom.

19. ADMINISTRASIE VAN OOREENKOMS

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

20. EXEMPTIONS

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

(2) The Council or Executive Committee shall fix in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council or Executive Committee may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw any licence of exemption.

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

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption is granted;

(c) the conditions subject to which such exemption is granted;

(d) the period during which exemption shall operate.

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

(a) number consecutively all licences issued;

(b retain a copy of each licence issued; and

(c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

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

(a) which is necessitated by an emergency; and

(b) which is necessary to prevent loss of raw materials in the course of treatment which are subject to rapid deterioration.

21. PERSONS UNDER 15 YEARS OF AGE

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

22. AGENTS

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

23. EMPLOYMENT OF MEMBERS OF TRADE UNIONS

(1) Preferential treatment in the matter of employment shall be given to members of the trade unions, and officials of the trade unions shall be given every reasonable facility by 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 shall, by the 15th day of each succeeding month hand the amount so deducted to the official appointed by the trade union to receive it or, alternatively, shall send it by post to the registered office of the trade union.

This Agreement signed on behalf of the parties this 18th day of April 1973.

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

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

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

20. VRYSTELLINGS

(1) Die Raad of Uitvoerende Komitee kan, op aanbeveling van 'n distrikskomitee of uit eie beweging, enige persoon of persone om 'n afdoende rede vrystel van enigeen van die bepalings van hierdie Ooreenkoms.

(2) Die Raad of Uitvoerende Komitee moet ten opsigte van elkeen aan wie vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word, asook die tydperk waarvoor sodanige vrystelling geldig is: Met dien verstande dat die Raad of Uitvoerende Komitee, as hy dit goed dink, nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek.

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

(a) Die volle naam van die betrokke persoon;

(b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes waarop sodanige vrystelling verleen word;

(d) die tydperk waarvoor die vrystelling geldig is.

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

(a) alle sertifikate wat uitgereik is, agtereenvolgens nommer;

(b) 'n kopie behou van elke sertifikaat wat uitgereik is; en

(c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

(5) Geen vrystelling van klousule 5 (1) (d) van hierdie Ooreenkoms mag ooreenkomstig hierdie klousule verleen word aan of ten opsigte van 'n vroulike werknemer wat handwerk doen nie, behalwe vir die verrigting van werk—

(a) wat as gevolg van 'n noodtoestand veroorsaak is; en

(b) wat nodig is ten einde die verlies te voorkom van grondstowwe wat nog behandel word en maklik kan bederf.

21. PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

Niemand onder die ouderdom van 15 jaar mag in die Nywerheid in diens geneem word nie.

22. AGENTE

Die Raad moet een of meer persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms. Dit is die plig van elke werkgewer om sodanige persone toe te laat om sy bedryfsinrigting te betree en sodanige navrae te doen en sodanige dokumente, boeke, loonstate, betaalkoeverte en betaalkaarte te ondersoek en sodanige individue te ondervra as wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word.

23. INDIENSNEMING VAN VAKVERENIGINGLEDE

(1) By indiensneming moet lede van die vakverenigings voorkeur geniet, en werkgewers moet alle redelike fasiliteite aan beamptes van die vakverenigings verleen om organisasiewerk onder werknemers te doen.

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

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

Hierdie Ooreenkoms is namens die partye op hede die 18de dag van April 1973 onderteken.

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

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

A. S. YOUNG, Hoofsekretaris van die Raad.

ANNEXURE A

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

SERVICE CERTIFICATE

No. of Certificate.....

Section of the Industry.....
Name and address of employer.....

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

1. Surname (or Bantu name)..... Fund No.....
2. Christian names.....
   Bantu identification No.....
3. Address.....
   .....
4. Date of birth..... Sex..... Race.....
5. Operations.....
   .....
6. Wage paid at date of leaving.....
   Wage group: (a) S.P.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 Benefit Fund:
    (a) Number of contributions to date.....
    (b) Benefit accured to date.....hours.
    (c) Name of sick benefit fund doctor.....

Issued at.....this.....day of.....19.....

.....
Signature of employer/Secretary

AANHANGSEL A

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

DIENSSERTIFIKAAT

Sertifikaat No.....

Seksie van die Nywerheid.....
Naam en adres van werkgewer.....

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

1. Van (of Bantoenaam)..... Fonds No.....
2. Voorname.....
   Bantoebewysnommer.....
3. Adres.....
   .....
4. Geboortedatum..... Geslag..... Ras.....
5. Werksaamhede.....
   .....
6. Loon betaal op datum van diensverlating.....
   Loongroep: (a) Siektebystandsfonds.....
   (b) Bystandsfonds.....
7. Datum van diensaanvaarding.....
8. Datum van diensverlating.....
9. Diens uit eie beweging verlaat: (Ja/Nee).....
10. Datum van laaste verhoging ingevolge Ooreenkoms.....
11. Die nommer van die dienssertifikaat uitgereik deur die vorige werkgewer.....(meld naam) was.....
12. Siektebystandsfonds:
    (a) Getal bydraes tot op datum.....
    (b) Bystand opgeloop tot op datum.....uur.
    (c) Naam van siektebystandsfondsdokter.....

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

.....
Handtekening van werkgewer/Sekretaris

ANNEXURE B/AANHANGSEL B

[Vide clause 13 (4)/Kyk klousule 13 (4)]

DIFFERENTIAL WAGE BOOK/BOEK VIR DIFFERENSIËLE LONE

Week ending/Week eindigende.....Name/Naam.....No.....

Day Dag	Operation Werksaamheid	Time started Tyd begin	Time finished Tyd opgehou	Total time Totale tyd	Rate per hour Loon per uur	Wages payable Loon betaalbaar	Initials Paraaf		Remarks Opmerkings
							Foreman Voorman	Operator Werker	
		Hrs. Min. Uur Min.	Hrs. Min. Uur Min.	Hrs. Min. Uur Min.					

Total wages earned/Totale loon verdien.....R.....

Note.—Entries must be made in ink or indelible pencil. Foreman and operator must sign for actual time worked on each operation.
Opmerking.—Inskrywings moet met ink of inkpotlood gemaak word. Die voorman en werker moet teken vir die werklike tyd aan elke werksaamheid bestee.

No. R. 1081 22 June 1973

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreements and notices relating to the Leather Industry, published under Government Notices R. 1076, R. 1078, R. 1079 and R. 1080 of 22 June 1973, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN, Minister of Labour.

No. R. 1081 22 Junie 1973

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkomste en kennisgewings in verband met die Leernywerheid, gepubliseer by Goewermentskennisgewings R. 1076, R. 1078, R. 1079 en R. 1080 van 22 Junie 1973, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

No. R. 1082 22 June 1973

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—AMENDMENT OF SICK BENEFIT FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Leather Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 7 January 1976, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 7 January 1976, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Republic of South Africa; and

(c) in terms of section 48 (3) (a) of the said Act, declare that, in the Republic of South Africa and with effect from the second Monday after the date of publication of this notice and for the period ending 7 January 1976, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

AMENDMENT OF SICK BENEFIT FUND AGREEMENT

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

(a) Midland and Border Leather Industry Manufacturers' Association;

(b) Cape Western and North-Western Leather Industries Employers' Association;

(c) Transvaal Footwear, Tanning and Leather Trades Association;

(d) Natal Footwear, Tanning and General Leather Manufacturers' Association;

(e) Southern Cape Leather Industries Association;

(f) South African Handbag Employers' Organisation; and

(g) South African Tanning Employers' Organisation

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

(h) National Union of Leather Workers;

(i) Transvaal Leather and Allied Trades' Industrial Union; and

No. R. 1082 22 Junie 1973

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—WYSIGING VAN SIEKTEBYSTANDSFONDSOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Leernywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 7 Januarie 1976 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 7 Januarie 1976 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 artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 7 Januarie 1976 eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

WYSIGING VAN SIEKTEBYSTANDSFONDSOOREENKOMS

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

(a) Midland and Border Leather Industry Manufacturers' Association;

(b) Cape Western and North Western Leather Industries Employers' Association;

(c) Transvaal Footwear, Tanning and Leather Trades Association;

(d) Natal Footwear, Tanning and General Leather Manufacturers' Association;

(e) Southern Cape Leather Industries Association;

(f) South African Handbag Manufacturers' Association; en

(g) South African Tanning Employers' Organisation

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

(h) National Union of Leather Workers;

(i) Transvaal Leather and Allied Trades' Industrial Union; en

(j) Trunk and Box Workers' Industrial Union (Transvaal) (hereinafter referred to as the "employees" or the "trades unions"), of the other part,

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

to amend the Agreement, published under Government Notice R. 2390 dated 29 December 1972, as follows:

1. Substitute the following for clause 5:

"5. CLASSIFICATION OF EMPLOYEES

For the purpose of this Agreement employees shall be classified into the following groups:

(1) *Footwear Section*

(a) Employees for whom wages are prescribed in Annexure C to Part I and clause 1 of Annexure A to Part II of the Wage Agreement for the Footwear Section as published under Government Notice R. 1076, dated 22 June 1973:

Group 1.—Employees whose wages for a normal week are less than R11,06.
Group 2.—Employees whose wages for a normal week are not less than R11,06 but less than R16,59.
Group 3.—Employees whose wages for a normal week are not less than R16,59 but less than R22,11.
Group 4.—Employees whose wages for a normal week are not less than R22,11 but less than R27,64.
Group 5.—Employees whose wages for a normal week are not less than R27,64 but less than R33,60.
Group 6.—Employees whose wages for a normal week are not less than R33,60 but less than R39,60.
Group 7.—Employees whose wages for a normal week are not less than R39,60.

(b) Employees in the Footwear Section other than those specified in paragraph (a) above:

Group 1.—Employees whose wages for a normal week are less than R10,57.
Group 2.—Employees whose wages for a normal week are not less than R10,57 but less than R15,86.
Group 3.—Employees whose wages for a normal week are not less than R15,86 but less than R21,19.
Group 4.—Employees whose wages for a normal week are not less than R21,19 but less than R26,42.
Group 5.—Employees whose wages for a normal week are not less than R26,42 but less than R32,37.
Group 6.—Employees whose wages for a normal week are not less than R32,37 but less than R38,37.
Group 7.—Employees whose wages for a normal week are not less than R38,37.

(2) *General Goods and Handbag Sections*

Group 1.—Employees whose wages for a normal week are less than R10,81.
Group 2.—Employees whose wages for a normal week are not less than R10,81 but less than R16,22.
Group 3.—Employees whose wages for a normal week are not less than R16,22 but less than R21,62.
Group 4.—Employees whose wages for a normal week are not less than R21,62 but less than R27,03.
Group 5.—Employees whose wages for a normal week are not less than R27,03 but less than R32,98.
Group 6.—Employees whose wages for a normal week are not less than R32,98 but less than R38,98.
Group 7.—Employees whose wages for a normal week are not less than R38,98.

(3) *Tanning Section*

Group 1.—Employees whose wages for a normal week are less then R12,38.
Group 2.—Employees whose wages for a normal week are not less than R12,38 but less than R17,79.
Group 3.—Employees whose wages for a normal week are not less than R17,79 but less than R23,22.
Group 4.—Employees whose wages for a normal week are not less than R23,22 but less than R28,63.
Group 5.—Employees whose wages for a normal week are not less than R28,63 but less than R34,58.
Group 6.—Employees whose wages for a normal week are not less than R34,58 but less than R40,58.
Group 7.—Employees whose wages for a normal week are not less than R40,58.

"Wage" shall mean the basic weekly wage (excluding overtime or any supplementary wage) prescribed for an employee in the relevant Agreement of the Council or the ordinary weekly remuneration (excluding overtime or any supplementary wage) received by an employee for whom a wage is prescribed as aforesaid, whichever is the greater.",

(j) Trunk and Box Workers' Industrial Union (Transvaal) (hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika,

om die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 2390 van 29 Desember 1972, soos volg te wysig:

1. Vervang klousule 5 deur die volgende klousule:

"5. KLASSIFIKASIE VAN WERKNEMERS

Vir die toepassing van hierdie Ooreenkomse word werknemers in onderstaande groepe geklassifiseer:

(1) *Skoeiselseksie*

(a) Werknemers vir wie lone in Aanhangsel C van Deel I en klousule 1 van Aanhangsel A van Deel II van die Loonooreenkoms vir die Skoeiselseksie, gepubliseer by Goewermentskennisgewing R. 1076 van 22 Junie 1973, voorgeskryf word:

Groep 1.—Werknemers wie se loon vir 'n gewone week minder as R11,06 is.
Groep 2.—Werknemers wie se loon vir 'n gewone week minstens R11,06 dog minder as R16,59 is.
Groep 3.—Werknemers wie se loon vir 'n gewone week minstens R16,59 dog minder as R22,11 is.
Groep 4.—Werknemers wie se loon vir 'n gewone week minstens R22,11 dog minder as R27,64 is.
Groep 5.—Werknemers wie se loon vir 'n gewone week minstens R27,64 dog minder as R33,60 is.
Groep 6.—Werknemers wie se loon vir 'n gewone week minstens R33,60 dog minder as R39,60 is.
Groep 7.—Werknemers wie se loon vir 'n gewone week minstens R39,60 is.

(b) Werknemers in die Skoeiselseksie, uitgesonderd dié in paragraaf (a) hierbo gespesifiseer:

Groep 1.—Werknemers wie se loon vir 'n gewone week minder as R10,57 is.
Groep 2.—Werknemers wie se loon vir 'n gewone week minstens R10,57 dog minder as R15,86 is.
Groep 3.—Werknemers wie se loon vir 'n gewone week minstens R15,86 dog minder as R21,19 is.
Groep 4.—Werknemers wie se loon vir 'n gewone week minstens R21,19 dog minder as R26,42 is.
Groep 5.—Werknemers wie se loon vir 'n gewone week minstens R26,42 dog minder as R32,37 is.
Groep 6.—Werknemers wie se loon vir 'n gewone week minstens R32,37 dog minder as R38,37 is.
Groep 7.—Werknemers wie se loon vir 'n gewone week minstens R38,37 is.

(2) *Seksies Algemene Goedere en Handsakke*

Groep 1.—Werknemers wie se loon vir 'n gewone week minder as R10,81 is.
Groep 2.—Werknemers wie se loon vir 'n gewone week minstens R10,81 dog minder as R16,22 is.
Groep 3.—Werknemers wie se loon vir 'n gewone week minstens R16,22 dog minder as R21,62 is.
Groep 4.—Werknemers wie se loon vir 'n gewone week minstens R21,62 dog minder as R27,03 is.
Groep 5.—Werknemers wie se loon vir 'n gewone week minstens R27,03 dog minder as R32,98 is.
Groep 6.—Werknemers wie se loon vir 'n gewone week minstens R32,98 dog minder as R38,98 is.
Groep 7.—Werknemers wie se loon vir 'n gewone week minstens R38,98 is.

(3) *Looiseksie*

Groep 1.—Werknemers wie se loon vir 'n gewone week minder as R12,38 is.
Groep 2.—Werknemers wie se loon vir 'n gewone week minstens R12,38 dog minder as R17,79 is.
Groep 3.—Werknemers wie se loon vir 'n gewone week minstens R17,79 dog minder as R23,22 is.
Groep 4.—Werknemers wie se loon vir 'n gewone week minstens R23,22 dog minder as R28,63 is.
Groep 5.—Werknemers wie se loon vir 'n gewone week minstens R28,63 dog minder as R34,58 is.
Groep 6.—Werknemers wie se loon vir 'n gewone week minstens R34,58 dog minder as R40,58 is.
Groep 7.—Werknemers wie se loon vir 'n gewone week minstens R40,58 is.

"Loon" beteken die basiese weekloon (uitgesonderd besoldiging vir oortydwerk of enige aanvullende loon) wat vir 'n werknemer voorgeskryf word in die betrokke Ooreenkoms van die Raad, of die gewone weeklikse besoldiging (uitgesonderd besoldiging vir oortydwerk of enige aanvullende loon) wat 'n werknemer ontvang vir wie die loon voorgeskryf is soos hierbo uiteengesit, na gelang van wat die grootste is.",

2. In clause 8 (2) substitute the following for the schedule of sick pay rates:

"*Group* 1.—11c per hour.
Group 2.—16c per hour.
Group 3.—22c per hour.
Group 4.—26c per hour.
Group 5.—31c per hour.
Group 6.—36c per hour.
Group 7.—42c per hour:".

This Agreement signed at Port Elizabeth on behalf of the parties this 18th day of April 1973.

B. MANCHEVSKY, Member of the Council
F. J. J. JORDAAN, Member of the Council
A. S. YOUNG, General Secretary of the Council

No. R. 1083 22 June 1973

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—RENEWAL OF PROVIDENT FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (4) (a) (ii) of the Industrial Conciliation Act, 1956, declare the provisions of Government Notices R. 1947 of 11 November 1970 and R. 2399 of 29 December 1972 to be effective for a further period of five years with effect from the second Monday after the date of publication of this notice.

M. VILJOEN, Minister of Labour.

No. R. 1086 22 June 1973

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—AMENDMENT OF PROVIDENT FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

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

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Republic of South Africa; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa and with effect from the second Monday after the date of publication of this notice and or for the period ending five years from the said Monday, the provisions of the Amending Agreement shall *mutatis mutandis* be binding

2. In klousule 8 (2), vervang die Bylae van siekegeldskale deur die volgende:

"*Groep* 1.—11c per uur,
Groep 2.—16c per uur.
Groep 3.—22c per uur.
Groep 4.—26c per uur.
Groep 5.—31c per uur.
Groep 6.—36c per uur.
Groep 7.—42c per uur:".

Hierdie Ooreenkoms is namens die partye op hede die 18de dag van April 1972 te Port Elizabeth onderteken.

B. MANCHEVSKY, Lid van die Raad.
F. J. J. JORDAAN, Lid van die Raad.
A. S. YOUNG, Hoofsekretaris van die Raad.

No. R. 1083 22 Junie 1973

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—HERNUWING VAN BYSTANDSFONDS-OOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van Goewermentskennisgewings R. 1947 van 11 November 1970 en R. 2399 van 29 Desember 1972 van krag is vir 'n verdere tydperk van vyf jaar met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

M. VILJOEN, Minister van Arbeid.

No. R. 1086 22 Junie 1973

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—WYSIGING VAN BYSTANDSFONDS-OOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Leernywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem 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 artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend

upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

AMENDMENT OF PROVIDENT FUND AGREEMENT

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

(a) Midland and Border Leather Industry Manufacturers' Association;
(b) Cape Western and North Western Leather Industries Employers' Association;
(c) Transvaal Footwear, Tanning and Leather Trades Association;
(d) Natal Footwear, Tanning and General Leather Manufacturers' Association;
(e) Southern Cape Leather Industries Association;
(f) South African Tanning Employers' Organisation;
(g) South African Handbag Manufacturers' Association

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

(h) National Union of Leather Workers;
(i) Transvaal Leather and Allied Trades Industrial Union; and
(j) Trunk and Box Workers' Industrial Union (Transvaal)

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

being parties to the National Industrial Council of the Leather Industry of South Africa, to amend the Agreement published under Government Notice R. 1947, dated 11 November 1970, as amended by Government Notice R. 2399, dated 29 December 1972, as follows:

Substitute the following for clause 4 (6) (a):

"*Contributions*

(6) (a) Subject to the provisions of subparagraph (i) of this subclause and subclause (12), employees for whom wages are prescribed in any agreement of the Council, having not less than a total of two years' experience in the Industry, shall become members of the Fund and contribute on the following basis:

(i) *Footwear Section.*

(aa) Employees for whom wages are prescribed in Annexure C to Part I and clause 1 of Annexure A to Part II of the Wage Agreement published under Government Notice R. 1076, dated 22 June 1973:

Group 1.—Employees whose wages are less than R13,83 per week shall contribute 20c per week.
Group 2.—Employees whose wages are not less than R13,83 per week but less than R17,10 per week shall contribute 30c per week.
Group 3.—Employees whose wages are not less than R17,10 per week but less than R22,76 per week shall contribute 40c per week.
Group 4.—Employees whose wages are not less than R22,76 per week but less than R26,53 per week shall contribute 50c per week.
Group 5.—Employees whose wages are not less than R26,53 per week shall contribute 60c per week.

(bb) Employees in the Footwear Section other than those specified in paragraph (aa) above:

Group 1.—Employees whose wages are less than R13,22 per week shall contribute 20c per week.
Group 2.—Employees whose wages are not less than R13,22 per week but less than R17,50 per week shall contribute 30c per week.
Group 3.—Employees whose wages are not less than R17,50 per week but less than R22,02 per week shall contribute 40c per week.
Group 4.—Employees whose wages are not less than R22,02 per week but less than R25,93 per week shall contribute 50c per week.
Group 5.—Employees whose wages are not less than R25,93 per week shall contribute 60c per week.

(ii) *General Goods Section.*

Group 1.—Employees whose wages are less than R13,52 per week shall contribute 20c per week.
Group 2.—Employees whose wages are not less than R13,52 per week but less than R16,50 per week shall contribute 30c per week.

is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

DIE NASIONALE NYWERHEIDSRAAD VIR DIE LEER-NYWERHEID VAN SUID-AFRIKA

WYSIGING VAN BYSTANDSFONDSOOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan tussen die

(a) Midland and Border Leather Industry Manufacturers' Association;
(b) Cape Western and North Western Leather Industries Employers' Association;
(c) Transvaal Footwear, Tanning and Leather Trades Association;
(d) Natal Footwear, Tanning and General Leather Manufacturers' Association;
(e) Southern Cape Leather Industries Association;
(f) South African Tanning Employers' Organisation;
(g) South African Handbag Manufacturers' Association

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

(h) National Union of Leather Workers;
(i) Transvaal Leather and Allied Trades Industrial Union; en
(j) Trunk and Bax Workers' Industrial Union (Transvaal)

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1947 van 11 November 1970, soos gewysig by Goewermentskennisgewing R. 2399 van 29 Desember 1972, soos volg te wysig:

Vervang klousule 4 (6) (a) deur die volgende:

"*Bydraes*

(6) (a) Behoudens die bepalings van subparagraaf (i) van hierdie subklousule en subklousule (12), moet 'n werknemer vir wie 'n loon in 'n ooreenkoms van die Raad voorgeskryf is, en wat altesaam minstens twee jaar ondervinding in die Nywerheid opgedoen het, lid van die Fonds word en op die volgende grondslag bydra:

(i) *Skoeiselseksie.*

(aa) Werknemers vir wie lone in Aanhangsel C van Deel I en klousule 1 van Aanhangsel A van Deel II van die Looneooreenkoms, gepubliseer by Goewermentskennisgewing R. 1076 van 22 Junie 1973, voorgeskryf word:

Groep 1.—Werknemers wie se loon minder as R13,83 per week is, dra 20c per week by.
Groep 2.—Werknemers wie se loon minstens R13,83 per week maar minder as R17,10 per week is, dra 30c per week by.
Groep 3.—Werknemers wie se loon minstens R17,10 per week maar minder as R22,76 per week is, dra 40c per week by.
Groep 4.—Werknemers wie se loon minstens R22,76 per week maar minder as R26,53 per week is, dra 50c per week by.
Groep 5.—Werknemers wie se loon minstens R26,53 per week is, dra 60c per week by.

(bb) Werknemers in die Skoeiselseksie, uitgesonderd dié in paragraaf (aa) hierbo gespesifiseer:

Groep 1.—Werknemers wie se loon minder as R13,22 per week is, dra 20c per week by.
Groep 2.—Werknemers wie se loon minstens R13,22 per week maar minder as R17,50 per week is, dra 30c per week by.
Groep 3.—Werknemers wie se loon minstens R17,50 per week maar minder as R22,02 per week is, dra 40c per week by.
Groep 4.—Werknemers wie se loon minstens R22,02 per week maar minder as R25,93 per week is, dra 50c per week by.
Groep 5.—Werknemers wie se loon minstens R25,93 per week is, dra 60c per week by.

(ii) *Seksie Algemene Goedere.*

Groep 1.—Werknemers wie se loon minder as R13,52 per week is, dra 20c per week by.
Groep 2.—Werknemers wie se loon minstens R13,52 per week maar minder as R16,50 per week is, dra 30c per week by,

Group 3.—Employees whose wages are not less than R16,50 per week but less than R21 per week shall contribute 40c per week.

Group 4.—Employees whose wages are not less than R21 per week but less than R25 per week shall contribute 50c per week.

Group 5.—Employees whose wages are not less than R25 per week shall contribute 60c per week.

(iii) *Handbag Section.*

Group 1.—Employees whose wages are less than R12 per week shall contribute 20c per week.

Group 2.—Employees whose wages are not less than R12 per week but less than R16 per week shall contribute 30c per week.

Group 3.—Employees whose wages are not less than R16 per week but less than R24 per week shall contribute 40c per week.

Group 4.—Employees whose wages are not less than R24 per week but less than R30 per week shall contribute 50c per week.

Group 5.—Employees whose wages are not less than R30 per week shall contribute 60c per week.

(iv) *Tanning Section.*

Group 1.—Employees whose wages are less than R12,71 per week shall contribute 20c per week.

Group 2.—Employees whose wages are not less than R12,71 per week but less than R18,06 per week shall contribute 30c per week.

Group 3.—Employees whose wages are not less than R18,06 per week but less than R23,10 per week shall contribute 40c per week.

Group 4.—Employees whose wages are not less than R23,10 per week but less than R26,47 per week shall contribute 50c per week.

Group 5.—Employees whose wages are not less than R26,47 per week shall contribute 60c per week.".

This Agreement signed on behalf of the Parties this 14th day of May 1973.

A. G. EVERINGHAM, Member of the Council.

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

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

Groep 3.—Werknemers wie se loon minstens R16,50 per week maar minder as R21 per week is, dra 40c per week by.

Groep 4.—Werknemers wie se loon minstens R21 per week maar minder as R25 per week is, dra 50c per week by.

Groep 5.—Werknemers wie se loon minstens R25 per week is, dra 60c per week by.

(iii) *Handsakseksie.*

Groep 1.—Werknemers wie se loon minder as R12 per week is, dra 20c per week by.

Groep 2.—Werknemers wie se loon minstens R12 per week maar minder as R16 per week is, dra 30c per week by.

Groep 3.—Werknemers wie se loon minstens R16 per week maar minder as R24 per week is, dra 40c per week by.

Groep 4.—Werknemers wie se loon minstens R24 per week maar minder as R30 per week is, dra 50c per week by.

Groep 5.—Werknemers wie se loon minstens R30 per week is, dra 60c per week by.

(iv) *Looiseksie.*

Groep 1.—Werknemers wie se loon minder as R12,71 per week is, dra 20c per week by.

Groep 2.—Werknemers wie se loon minstens R12,71 per week maar minder as R18,06 per week is, dra 30c per week by.

Groep 3.—Werknemers wie se loon minstens R18,06 per week maar minder as R23,10 per week is, dra 40c per week by.

Groep 4.—Werknemers wie se loon minstens R23,10 per week maar minder as R26,47 per week is, dra 50c per week by.

Groep 5.—Werknemers wie se loon minstens R26,47 per week is, dra 60c per week by.

Hierdie Ooreenkoms is op hede die 14de dag van Mei 1973 onderteken.

A. G. EVERINGHAM, Lid van die Raad.

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

A. S. YOUNG, Hoofsekretaris van die Raad.

Useful Hints–

1. Address all mail fully, clearly and without misleading abbreviations.
2. Place your own address on the back of the envelope or wrapper.
3. Do not enclose coins or other hard objects in letters.
4. Send remittances by Postal Order or Money Order.
5. Pack parcels properly, using strong containers and heavy paper. Tie securely.
6. Prepay postage fully.
7. Place postage stamps in the upper right hand corner of the envelope or wrapper.
8. Insure your parcels and register valuable letters. Documents which can only be replaced at considerable cost should preferably be insured.
9. Post early and often during the day. Mail held until the last moment may cause delay.
10. Give your correspondents your correct post office address including your box number where applicable.

Nuttige wenke–

1. Adresseer alle posstukke volledig, duidelik en sonder misleidende afkortings.
2. Plaas u eie adres agterop die koevert of omslag.
3. Moenie muntstukke of ander harde artikels in briewe insluit nie.
4. Gebruik posorders of poswissels wanneer geld deur die pos gestuur word.
5. Verpak pakkette behoorlik. Gebruik sterk houers en dik papier en bind dit stewig vas.
6. Maak seker dat die posgeld ten volle vooruitbetaal is.
7. Plak die posseëls in die boonste regterhoek van die koevert of omslag.
8. Verseker u pakkette en registreer waardevolle briewe. Dokumente wat slegs teen hoë koste vervang kan word, moet verkieslik verseker word.
9. Pos vroegtydig en dikwels gedurende die dag. Posstukke wat tot op die laaste oomblik teruggehou word kan vertraging veroorsaak.
10. Verstrek u volledige posadres aan u korrespondente asook u posbusnommer waar van toepassing.

CONTENTS

No.		Page
Labour, Department of		
Government Notices		
R.1076.	Leather Industry: Footwear section	1
R.1077.	Leather Industry: Footwear, general goods and handbag sections	30
R.1078.	Leather Industry: General goods section	30
R.1079.	Leather Industry: Handbag section	51
R.1080.	Leather Industry: Tanning section	67
R.1081.	Leather Industry: Factories, Machinery and Building Work Act, 1941	81
R.1082.	Leather Industry: Amendment of Sick Benefit Fund Agreement	82
R.1083.	Leather Industry: Renewal of Provident Fund Agreement	84
R.1086.	Leather Industry: Amendment of Provident Fund Agreement	84

INHOUD

No.		Bladsy
Arbeid, Departement van		
Goewermentskennisgewings		
R.1076.	Leernywerheid: Skoeiselseksie	1
R.1077.	Leernywerheid: Skoeisel-, algemene goedere- en handsakafdelings	30
R.1078.	Leernywerheid: Seksie algemene goedere	30
R.1079.	Leernywerheid: Handsakseksie	51
R.1080.	Leernywerheid: Looiseksie	67
R.1081.	Leernywerheid: Wet op Fabrieke, Masjinerie en Bouwerk, 1941	81
R.1082.	Leernywerheid: Siektebystandsfondsooreenkoms	82
R.1083.	Leernywerheid: Hernuwing van Bystandsfondsooreenkoms	84
R.1086.	Leernywerheid: Wysiging van Bystandsfondsooreenkoms	84

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