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GOVERNMENT GAZETTE
STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1012 18 June 1976
INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—FOOTWEAR SECTION

I, Stephanus Petrus Botha, 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 1976 and for the period ending 30 June 1977, 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 1976 and for the period ending 30 June 1977 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 1976 and for the period ending 30 June 1977, 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.

S. P. BOTHA, Minister of Labour.

49063—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1012 18 Junie 1976
WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—SKOEISELSEKSIE

Ek, Stephanus Petrus Botha, 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 1976 en vir die tydperk wat op 30 Junie 1977 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 1976 en vir die tydperk wat op 30 Junie 1977 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 1976 en vir die tydperk wat op 30 Junie 1977 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 vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

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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) 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) Transvaal Leather and Allied Trades Industrial Union
- (hereinafter referred to as the "employees" or the "trade unions"), of the other part,

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

PART I

GENERAL PROVISIONS APPLICABLE TO THE FOOTWEAR SECTION OF THE LEATHER INDUSTRY

1. DEFINITIONS

All expressions used in the Agreement which are defined in the Industrial Conciliation Act, 1956, 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 and who 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 Nywerheidsversoenings, 1956, gesluit deur 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) The Southern Cape Leather Industries Association

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

- (f) National Union of Leather Workers; en
 - (g) 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 Nywerheidsversoenings, 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 Nywerheidsversoenings, 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 afhanglik 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 magazyn of pakhuis of van afdelings of 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, aangestel is vir die administrasie van hierdie Ooreenkoms in 'n bepaalde gebied;

"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" 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 dienstydsperk of -tydsperke van die betrokke werknemer in die leerskoeiselafdeling van die Nywerheid;

(b) ook die jaarlikse verloftydsperk waarvoor klousule 9 van hierdie Deel voorsiening maak, plus tot vier maande militêre opleiding wat 'n werknemer gedurende 'n bepaalde 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 fellingmongering 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;

(6) for the manufacture of handbags from materials other than leather, in establishments in which leather goods referred to in paragraph (1) are not manufactured, but excluding the manufacture of handbags—

(a) wholly or mainly from metal;

(b) from cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material a constituent part of which is cardboard and/or paper and/or any constituent of paper;

(c) wholly or mainly from plastics other than plastic sheeting material;

(7) for the manufacture, wholly or mainly from leather, of footballs, punchballs, netball balls and boxing gloves;

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

"night hours" means the hours between 18h00 and 06h00;

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 drankte 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, stiegerië, militêre uitrusting (uitgesonderd klerasie), damesakke, inkoopasakke, breisakke, Bantoetasse van die tipe wat algemeen as "Xhosasakke" bekend staan, notebeurse, beursies, horlosiebande, poisbande, halsbande en leiband 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 enige van bo genoemde 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 inkoopasakke, hoofsaaklik van papier gemaak, insluit nie;

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

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

(6) vir die vervaardiging van handsakke uit ander materiaal as leer in bedryfsinrigtings waarin leergoedere in paragraaf (1) bedoel, nie vervaardig word nie, maar uitgesonderd die vervaardiging van handsakke—

(a) geheel en al of hoofsaaklik uit metaal;

(b) uit karton (geriffel al dan nie) en/of papier of 'n samestelling van papier en/of 'n soortgelyke materiaal waarvan enige bestanddeel karton en/of papier en/of 'n bestanddeel van papier is;

(c) geheel en al of hoofsaaklik uit plastiek, uitgesonderd plastiekbladmateriaal;

(7) vir die vervaardiging, geheel en al of hoofsaaklik uit leer, van voetballe, slaanballe, netbalballe en bokshandskoene;

"motorvoertuig" 'n vervoermiddel wat deur ander krag as dié van mense of diere aangedryf word;

"nagure" die ure tussen 18h00 en 06h00;

"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;

"plastics" means any one of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular mass and which while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat and pressure;

"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;

"Secreatry 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;

(iii) the first proviso shall not be so construed as to refer to or include the additional amount which an employer is required to pay to an employee in terms of clause 4 (1) (a) (iv) and (v) of Part I;

"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 of 1 July 1976 or on such date as may be specified by the Minister and shall remain in operation for the period ending 30 June 1977 or for such period as may be determined by him.

"buitewerk" werk wat deur of namens 'n werkgever uitbestee word en wat buite sy geregisteerde 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 die plaaslike padvervoerraad kragtens die Motortransportwet, 1930, ten opsigte van sodanige voertuig uitgereik het;

"stukwerk" 'n stelsel waarvolgens 'n werknemer uitsluitlik besoldig word volgens die hoeveelheid werk verrig of produksie gelewer;

"plastiek" enigene van die groep materiale wat uit 'n organiese stof met 'n hoë molekulêre massa bestaan of dit as noodsaaklike bestanddeel bevat en wat, hoewel dit in die voltooide toestand 'n vaste stof is, in een of ander stadium tydens die vervaardiging daarvan in verskillende fasies gegiet, gekalendeer, deurgedruk of gevorm is of kan word deur vloei, gewoonlik deur die aanwending van hitte en druk, afsonderlik of gesamentlik;

"gekwalfiseerde werknemer"—

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

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

(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;

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

(iii) die eerste voorbehoudsbepaling nie so vertolk moet word dat dit die bykomende bedrag bedoel of insluit wat 'n werkgever ingevolge klousule 4 (1) (a) (iv) en (v) van Deel I aan 'n werknemer moet betaal 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 werkgevers in die Skoelersseksie van die Leernywerheid wat lede van die werkgeversorganisasies is en deur alle werknemers wat lede van die vakverenigings is en in genoemde seksie van 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 INWERKINGTREDDING EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 1 Julie 1976 of op 'n datum wat die Minister vasstel en bly van krag vir die tydperk eindigende 30 Junie 1977 of vir dié tydperk wat hy bepaal.

4. WAGES AND RATES

(1) (a) (i) 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 Column A of Annexure C to Part I and Column A of Annexure A to Part II of this Agreement in respect of any operation performed by such employee and every employer shall further comply with any ratio or other conditions prescribed in the said Annexures.

(ii) In the event of an employee not absenting himself from work on any day for any reason other than on the instructions or at the request of or with the consent of the employer or on account of illness, the wage due to him for that week shall, notwithstanding the provisions of subparagraph (i), be deemed to be the amount reflected in Column B of the Annexures referred to in subparagraph (i): Provided that in the case of absence owing to illness, the employer may require the employee to produce a certificate signed by a registered medical practitioner as proof of cause of absence: Provided further that an employee who arrives late for work and the time so lost does not exceed 15 minutes in the aggregate during any one week, shall be deemed not to have absented himself from work.

(iii) Any employee who is aggrieved by the application to him of any of the provisions of subparagraph (ii) may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought have been given in such case. Appeal in terms of this subparagraph shall be made to the District Committee of the area concerned.

(iv) An employer who has in his employ an employee for whom a wage of less than R28,50 is prescribed in Column B of the Annexures referred to in subparagraph (i) and where the remuneration of such an employee is less than R28,50 in respect of any week during which an employee qualifies for the wage prescribed in Column B for the operation on which he is employed, shall pay such an employee in respect of that week an additional amount equivalent to the difference between the remuneration due to the employee for that week and the amount of R28,50: Provided that the provisions of this subparagraph shall not apply to employees for whom wages are prescribed in clause 2 (1) B of Annexure A to Part II.

(v) An employer who has in his employ an employee for whom a wage of less than R26 is prescribed in Column A of the Annexures referred to in subparagraph (i) and where the remuneration of such an employee is less than R26 in respect of any week during which an employee qualifies for the wage prescribed in Column A for the operation on which he is employed, shall pay such an employee in respect of that week an additional amount equivalent to the difference between the remuneration due to the employee for that week and the amount of R26: Provided that the provisions of this subparagraph shall not apply to employees for whom wages are prescribed in clause 2 (1) B of Annexure A to Part II.

(vi) For the purposes of subparagraphs (iv) and (v) the term "remuneration" excludes any payment due to an employee in respect of overtime.

(vii) The provisions of subclauses (1) (d), (3) (a) and clause 8 (2) of this Part shall *mutatis mutandis* apply to the additional amount which an employer is required to pay in terms of subparagraphs (iv) and (v).

(viii) Notwithstanding anything to the contrary contained herein the provisions of subparagraphs (iv) and (v) shall not apply to learners.

(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.

(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 purposes 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;

4. LONE EN LOONSKALE

(1) (a) (i) Behoudens klousules 8 en 17 van hierdie Deel, mag geen loon wat laer is as dié voorgeskryf in kolom A van Aanhangel C van Deel I en kolom A van Aanhangel 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 Aanhangels voorgeskryf word.

(ii) Ingeval 'n werknemer op enige dag nie om 'n ander rede as op las of op versoek of met die toestemming van die werkgewer of weens siekte van sy werk af wegbly nie, word die loon wat vir daardie week aan hom verskuldig is, ondanks subparagraaf (i), geag die bedrag te wees wat weergegee word in kolom B van die Aanhangels in subparagraaf (i) vermeld: Met dien verstande dat, in die geval van afwesigheid weens siekte, die werkgewer van sy werknemer kan vereis om as bewys van die oorsaak van afwesigheid 'n sertifikaat voor te lê wat deur 'n geregistreerde geneesheer onderteken is: Voorts met dien verstande dat 'n werknemer wat laat by sy werk aankom nie geag word van die werk afwesig te gewees het nie as die tyd aldus verloor in 'n bepaalde week altesaam hoogstens 15 minute beloop.

(iii) 'n Werknemer wat voel dat hy benadeel word deur die toepassing op hom van enige bepaling van subparagraaf (ii), kan by die Raad appelleer teen die beslissing wat op hom toegepas is, en die Raad kan, ná oorweging van die redes wat vir sodanige beslissing voorgelê mag word, dié beslissing bekragtig of sodanige ander beslissing gee as wat na sy mening in so 'n geval gegee behoort te gewees het. Die appellê ingevolge hierdie subparagraaf moet gerig word aan die distrikskomitee van die betrokke gebied.

(iv) 'n Werkgewer wat 'n werknemer in sy dien het vir wie 'n loon van minder as R28,50 in kolom B van die Aanhangels bedoel in subparagraaf (i) voorgeskryf word, en waar die besoldiging van so 'n werknemer minder as R28,50 is ten opsigte van enige week waartydens hy kwalifiseer vir die loon voorgeskryf in kolom B vir die werk wat hy verrig, moet aan sodanige werknemer ten opsigte van daardie week 'n bykomende bedrag betaal wat gelyk is aan die verskil tussen die besoldiging wat vir daardie week aan die werknemer verskuldig is en die bedrag van R28,50: Met dien verstande dat hierdie subparagraaf nie van toepassing is op werknemers vir wie lone in klousule 2 (1) B van Aanhangel A van Deel II voorgeskryf word nie.

(v) 'n Werkgewer wat 'n werknemer in sy dien het vir wie 'n loon van minder as R26 in kolom A van die Aanhangels bedoel in subparagraaf (i) voorgeskryf word, en waar die besoldiging van so 'n werknemer minder as R26 is ten opsigte van enige week waartydens hy kwalifiseer vir die loon voorgeskryf in kolom A vir die werk wat hy verrig, moet aan sodanige werknemer ten opsigte van daardie week 'n bykomende bedrag betaal wat gelyk is aan die verskil tussen die besoldiging wat vir daardie week aan die werknemer verskuldig is en die bedrag van R26: Met dien verstande dat hierdie subparagraaf nie van toepassing is op werknemers vir wie lone in klousule 2 (1) B van Aanhangel A van Deel II voorgeskryf word nie.

(vi) Vir die toepassing van subparagrafe (iv) en (v) sluit die uitdrukking "besoldiging" enige betaling uit wat ten opsigte van oortydwerk aan 'n werknemer verskuldig is.

(vii) Subklousules (1) (d), (3) (a) en klousule 8 (2) van hierdie Deel is *mutatis mutandis* van toepassing op die bykomende bedrag wat 'n werkgewer ingevolge subparagrafe (iv) en (v) moet betaal.

(viii) Odanks andersluidende bepalings hierin is subparagrafe (iv) en (v) nie op leerlinge van toepassing nie.

(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 Aanhangels 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 oortydwerk soos vasgestel in klousule 7 van hierdie Deel.

(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) 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 purposes 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 purposes 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.....
 Provident Fund..... R.....
 Insurance or pension..... R.....
 Trade union subscriptions..... R.....
 Council levies..... R.....
 Savings or other allowable deductions..... R.....

*Total deductions..... R.....

Net remuneration..... R.....

Date.....

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

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

(a) Subject to the provisions of subclause (1) (d) and clauses 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.

(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 24 March 1976 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

(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 verseelde kovert 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 inktlood of inkt geskryf is in die volgende vorm of 'n vorm wat wesenlik dieselfde is:

Naam van werkgewer.....
 Naam van werknemer en fabrieksnummer (indien dit gebruik word).....
 Loonskaal..... R.....
 Ure gewerk (uitgesonderd oortyd)..... R.....
 Loon verskuldig..... R.....
 Besoldiging vir werk op Sondag..... R.....
 Besoldiging vir oortydwerk..... R.....
 Aanvullende loon..... R.....
 Totaal..... R.....

Aftekings:

Werkloosheidsversekeringsfonds..... R.....
 Siektebystandsfonds..... R.....
 Bystandsfonds..... R.....
 Versekering of pensioen..... R.....
 Ledegeld vir vakvereniging..... R.....
 Heffings van Raad..... R.....
 Spaargeld of ander toelaatbare afteking..... R.....

*Totale aftekkings..... R.....

Netto besoldiging..... R.....

Datum.....

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

(3) Behoudens andersluidende bepalinge 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 subklousule (1) (d) en klousules 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, aftekkings vir vakansie-, werkloosheids-, siekte-, versekerings- of pensioenfondse en vir spaarfondse deur die Raad goedgekeur, en enige bedrag wat 'n werknemer skuld vir etes, tee en/of ander verserings 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, ordonansie of regsproses ten behoeve 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 op 'n opleidingskema waartoe 'n werkgewer regtens moet bydra nie.

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

(6) Niks in hierdie Ooreenkoms mag die uitwerking hê 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 nie.

(7) (i) Ondanks andersluidende bepalinge hierin, moet 'n werknemer uitgesonderd 'n leerling, wat op 24 Maart 1976 hoër besoldiging ontvang het as die loon voorgeskryf vir die klas werk wat hy verrig het, en wat op die datum van inwerking-treding van hierdie Ooreenkoms nog steeds, by dieselfde werkgewer in diens is vir dieselfde klas werk, steeds, benewens die loon

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 24 March 1976 and the wage which, on that date, was prescribed for the operation in question, less any increases given on or after 24 March 1976.

(ii) For the purposes 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.

(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 18h00 and 06h00; or

(ii) after 13h00 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 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.

(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.

vir sodanige werknemer in hierdie Ooreenkoms voorgeskryf, 'n bedrag betaal word gelyk aan die verskil tussen die besoldiging wat hy op 24 Maart 1976 ontvang het en die loon wat op daardie datum voorgeskryf is vir die betrokke werksaamheid min enige verhogings toegestaan op of ná 24 Maart 1976.

(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 vir oortydwerk of addisionele betalings ten opsigte van 'n aansporingsloonskema wat ingevolge klousule 2 van Deel II van toepassing is nie.

(8) Wanneer bevredigende bewys van die dood van 'n werknemer aan die werkgever gelewer word, moet die werkgever aan dié afhanklike van die afgestorwe werknemer wat hy goed-dink, die werknemer se besoldiging betaal wat opgeloopt 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 werkgever nie.

5. SPESIALE BONUS

(1) Behoudens subklousule (2) van hierdie klousule, moet elke werkgever 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 oortydwerk; wat hy verrig het, bereken word volgens sy gewone besoldiging en nie volgens oortydbesoldiging nie.

6. WERKURE

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgever 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 '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 'n bykomende tydperk van hoogstens een en 'n kwart uur te werk; of

(c) vir 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 18h00 en 06h00 te werk nie; of

(ii) ná 13h00 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 die verstande dat 'n wag 'n vry tydperk van 24 agtereenvolgende ure gedurende elke week diens toegestaan moet word.

(4) As werknemers nie op 'n bepaalde dag by 'n bedryfsinrigting vir werk aanwesig moet 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 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 twee uur te werk of om twee uur se besoldiging in plaas daarvan te ontvang tensy die werkgever gedurende die oggend kennis gegee het van sy voorname sat daar nie gewerk sal word nie.

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) An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of the work period before and after each meal interval and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(b) During the rest interval referred to in paragraph (a), 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 continues into a Saturday, having commenced on Friday.

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

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

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

(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 33½ 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

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

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

(a) 'n Werkgewer moet aan elkeen van sy werknemers so na doenlik aan die middel van die werktidperk voor en na elke etenspouse 'n ruspouse van minstens 10 minute toestaan, en sodanige ruspouse word geag deel van die gewone werkure van sodanige werknemer te wees.

(b) Gedurende die ruspouse in paragraaf (a) bedoel, 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 werktidperke 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) Die 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 die tyd wat langer as sewe en 'n half uur gewerk word.

(d) Klousule 74 (4) van hierdie Deel is nie van toepassing op 'n werknemer wat 'n skof werk wat op Vrydag begin en tot op 'n Saterdag voortgesit word nie.

(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 bepalinge 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 vraag 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 oortydwerk te verrig 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 werk te verrig—

(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 maaltijd 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 maaltijd te bekom voordat die oortydwerk begin.

(2) Daar mag van geen werknemer vereis word om oortydwerk te verrig 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 33½ persent;

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

(4) As dit in 'n bedryfsinrigting gebruikelik 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

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 06h00 and 18h00 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 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 purposes 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 33½ 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, wherever possible, distribute 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 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.

so 'n bedryfsinrigting gedoen word, die werkgewer van werknemers wat 'n skof werk wat tussen 06h00 en 18h00 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 maal 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) of 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) of 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 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 diens-tydperk 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 ure te werk, moet sy uurloon plus 33½ 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 of individueel of 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 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 verlof-toelae, die loon betaal moet word wat hy sou verdien het as hy op sodanige openbare vakansiedag sy daaglikse gemiddelde gewone werkure gewerk het.

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 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 at the reasonable convenience of the employer: Provided that if such leave is not granted earlier it shall be granted within three months of completion of the year of employment to which it relates: Provided further 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 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 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

L.W.—Vir die berekening van die verlofbesoldiging wat ingevolge hierdie klousule verskuldig is, word die besoldiging vir "twee dae" geag twee vyftdes 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 een-twaalfde 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 onmiddellik voor daardie datum, of gedurende sy totale dienstydsperk 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 verloftydsperk vermeld in subklousule (1) hiervan verskuldig is, bogenoemde tydperk van agt weke of sy totale dienstydsperk, naamlik die kortste tydperk, geag kan word te verstrik op 'n datum hoogstens vier 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 voltooid dienstydsperk 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) moet toegestaan word wanneer dit redelik geleë is vir die werkgewer: Met dien verstande dat indien sodanige verlof nie vroeër toegestaan is nie, dit toegestaan moet word binne drie maande na die einde van die diensjaar waarop dit betrekking het: Voorts met dien verstande dat—

(i) die verloftydsperk 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 verloftydsperk val, sodanige openbare vakansiedag as 'n verdere verloftydsperk 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) 'n Wag wie se diens gedurende 'n tydperk van 12 maande diens beëindig word voordat die verloftydsperk voorgeskryf in paragraaf (a) ten opsigte van daardie tydperk opgeloo het, moet by diensbeëindiging, en benewens enige ander besoldiging aan hom verskuldig, vir elke voltooid maand van sodanige dienstydsperk 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 sy 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 afwesigheidsydperk weens siekte of 'n bevalling wat langer as drie agtereenvolgende dae duur, as die werknemer versuim om op versoek van die

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) 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 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 anything to the contrary contained in this agreement 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.

(10) Notwithstanding anything to the contrary contained herein, the term "remuneration" shall, for the purposes of subclause (4), mean the wage prescribed in Column B of the Annexures referred to in clause 4 (1) (a) (i) of this Part for the operation on which the employee is employed plus the additional amount which an employer is required to pay in terms of clause 4 (1) (a) (iv) and (v): Provided that if an employer regularly pays an employee an amount higher than that prescribed it shall mean such higher amount.

(11) The provisions of subclause (10) shall not apply to an employee engaged on a wage incentive scheme or other bonus scheme in terms of clause 2 of Part II, if the remuneration of such an employee calculated in terms of clause 9 (4) of this Part is not less than R28,50.

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 afwesigheids tydperk 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 enigen 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 enigen 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 vakansie tydperk 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 vakansie tydperk in subklousule (1) van hierdie klousule gemeld, moet sy werknemers minstens drie werkdag 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 dae na sodanige toetreding, of deur middel van 'n bankwaarborg in die vorm van Aanhangsel D van hierdie Deel of deur middel van 'n sertifikaat verskaf deur 'n geregistreerde versekeringsmaatskappy, tot tevredeheid van die Raad bewys lewer dat daar sekuriteit bestaan vir die betaling van die verloftoelae wat ingevolge hierdie klousule ooploop.

(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 behoeve van werknemers aan wie verlof-besoldiging deur enige werkgewer nog uitstaande mag wees, en 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) Ondanks andersluidende bepalings hierin, beteken die woord "besoldiging", vir die toepassing van subklousule (4), die loon voorgeskryf in kolom B van die Aanhangsels bedoel in klousule 4 (1) (a) (i) van hierdie Deel vir die werksaamheid waarvoor die werknemer in diens is, plus die bykomende bedrag wat 'n werkgewer ingevolge klousule 4 (1) (a) (iv) en (v) moet betaal: Met dien verstande dat indien 'n werkgewer 'n werknemer gereeld 'n hoër bedrag betaal as wat voorgeskryf word, dit dié hoër bedrag beteken.

(11) Subklousule (10) is nie van toepassing nie op 'n werknemer in diens volgens 'n aansporingsloonskema of ander bonusskema ingevolge klousule 2 van Deel indien die besoldiging van sodanige werknemer, bereken ingevolge klousule 9 (4) van hierdie Deel, minstens R28,50 is.

10. 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 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

For the purpose of meeting the expenses of the Council, every employer shall on each pay-day deduct 3c from the wages of each of his employees and 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, 6056, or such other official as may be specified by the Council or the 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 the purposes of this clause, a "week's notice" shall mean a full week's work or a full week's remuneration at the rate of the employee's ordinary weekly remuneration.

(3) The notice prescribed in 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.

(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

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 inwerking-treding van hierdie Ooreenkoms geag word van hierdie bepaling vrygestel te wees en van 'n vrystellingssertifikaat voorsien moet word.

(b) 'n Werknemer 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 tariewe of 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 van werknemers in die Nywerheid, enige sertifikaat ingevolge hierdie klousule, uitgereik, intrek deur een week skriftelik kennis aan die betrokke werkgewer te gee.

(d) As die Uitvoerende Komitee nie daarvan oortuig is dat werk wat deur 'n werkgewer uitbestee is, nie die belange van ander werkgewers of van 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, of regstreeks aan die Raad of 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

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer op elke betaaldag 3c aftrek van die loon van elkeen van sy werknemers, en die werkgewer moet by die totaal van die bedrae aldus afgetrek 'n gelyke bedrag voeg 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, 6056, of aan sodanige ander beampte as wat die Raad of die Uitvoerende Komitee aanwys.

12. DIENSBEÏNDIGING

(1) 'n Werknemer 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 Werknemer 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 na verstryking van die verloftydperk voorgeskryf in klousule 9 (1) en (5) van hierdie Deel verlang sal word nie 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) 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 dié tydperk wat in hierdie klousule voorgeskryf word nie.

(8) Waar 'n werknemer korttyd gewerk het wat minder as 42 uur se werk gedurende 'n tydperk van vier agtereenvolgende weke beloof, 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

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 this Part of the 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 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, 6056, a certificate in the form of Annexure B to this Part of the 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

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 kennisgewingtermyn 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 op ten opsigte van sodanige openbare vakansiedag een vyfde van sy gewone weeklikse besoldiging betaal te word.

(10) Die kennisgewingtermyn in subklousule (1) van hierdie klousule voorgeskryf, mag nie saamval met en 'n werkgewer mag nie sodanige kennis gee 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, nie.

(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 geregi-streerde 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 ontnem 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) uit-geneem het, moet binne 14 dae nadat 'n agent van die Raad hom daarom versoek het, 'n sertifikaat van die versekerings-maatskappy 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 ver-sekeringspolis te verkry nie, moet hy, as hy dit nie alreeds gedoen het nie, binne twee maande vanaf die datum van inwerking-treding 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 ver-stande dat as dit nie aldus aan werknemers betaal word nie, dit die eiendom van die werkgewer is.

(4) Rente op alle sodanige geld wat belê word, val aan 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 hierdie Deel van die Ooreen-koms 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 op die datum van diensverlating en hoe lank hy in diens was. Die ingevulde kaart moet daarna geparafeer en by diensbeëin-diging aan die werknemer oorhandig word.

(4) Elke werkgewer moet 'n sertifikaat in die vorm van Aan-hangsel B van hierdie Deel van die Ooreenkoms aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, 6056, voorlê ten opsigte van elke werknemer wat sy diens verlaat. Sodanige ser-tifikate moet agtereenvolgens genommer word en die werkgewer moet 'n kopie van elk behou.

(5) As 'n aansoeker om werk 'n leerling is, moet die werk-gewer 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

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 the Executive Committee may, subject to the proviso to section 51 (3) of the Act, 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 the 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 the 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 the 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 the 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.

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.

werknemer in diens tree en die werknemer moet gedurende sodanige tydperk 'n geboortsertifikaat 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 enigene van sy werknemers wat die vakverenigings in die Raad of enigene 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. VRYSTELLING

(1) Die Raad of die Uitvoerende Komitee kan, behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, op aanbeveling van 'n distrikskomitee of uit eie beweging aan of ten opsigte van enigene om 'n afdoende rede vrystelling van enigene van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad of die Uitvoerende Komitee moet, ten opsigte van enigene 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 die Uitvoerende Komitee, as hy dit goeddink, nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystellingssertifikaat kan intrek.

(3) Die Sekretaris van die Raad of die 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 die 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 werkgewer stuur.

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

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, betaalboekjies en betaal-karte te ondersoek en sodanige persone te ondervra as wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word.

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) 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 for 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) Every 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 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, the 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.

(2) Die lede van die vakverenigings in elke bedryfsinrigting het die reg om een of meer werkwinkelverteenwoordigers en/of 'n werkwinkelkomitee uit hul geledere aan te stel ooreenkomstig die bepalings vir die aanstelling van werkwinkelverteenwoordigers en werkwinkelkomitees in die konstitusie van die betrokke vakvereniging, en die betrokke werkgewer moet sodanige werkwinkelverteenwoordigers en werkwinkelkomitees ten volle erken en redelike fasiliteite verskaf vir hul vergaderings en vir oorslegging 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 ledigheid 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 beaampte wat deur die vakvereniging aangestel is om dit te ontvang, of anders dit per pos aan die geregistreerde kantoor van die vakvereniging stuur.

21. LISENSIERING VAN LEERLINGE VIR SEKERE WERKSAAMHEDE

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

(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 aan hom betaalbaar, 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 goedvind, nadat een week skriftelike kennis aan die werkgewer en die 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 ontfang van die verpligting om die besoldiging 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 ná daardie datum tot die Nywerheid toetree, 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 name 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, direkteur 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..... Forenames.....
 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.

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. Forenames..... 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.....

Issued at..... this..... day of..... 19.....

Signature of employer/secretary.....

AANHANGSEL A VAN DEEL I

NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWERHEID VAN SUID-AFRIKA
DIENSSERTIFIKAAT

Familienaam..... Voornamen.....
 Adres..... Bystandsfondsnommer.....
 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 hand-tekening
							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.

AANHANGSEL B VAN DEEL I

NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWERHEID VAN SUID-AFRIKA
DIENSSERTIFIKAAT

No. of 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. Familiernaam (of Bantoenaam).....
2. Voorname..... Belastingnommer (N).....
3. Adres.....
4. Geboortedatum..... Geslag..... Ras.....
5. Werksaamhede.....
6. Loon betaal op datum van diensverlating.....
7. Loongroep (a) Siekebystandsfonds..... (b) Bystandsfonds.....
8. Datum van diensaanvaarding.....
9. Datum van diensverlating.....
10. Diens uit eie beweging verlaat (Ja/Nee).....
11. Datum van laaste loonsverhoging kragtens Ooreenkoms.....
12. Die nommer van die dienssertifikaat uitgereik deur die vorige werkgewer (voeg naam in) was.....
13. Siekebystandsfonds:
 - (a) Getal bydraes tot op datum.....
 - (b) Bystand opgeloopt tot op datum..... uur.
 - (c) Naam van Siekebystandsfondsdokter.....

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

Handtekening van werkgewer/sekretaris

"ANNEXURE C TO PART I

	Column A Per week R	Column B Per week R
A. Watchman.....	21,81	24,00
B. Storeman and/or warehouseman, despatch clerks.....	27,55	30,31
C. Boiler attendants.....	21,81	24,00
D. Motor vehicle drivers driving a vehicle authorised to carry or haul a pay-load of—		
(i) under 2 722 kg.....	27,17	29,89
(ii) 2 722 kg.....	27,55	30,31
(iii) over 2 722 kg but not exceeding 4 536 kg.....	29,33	32,27
(iv) over 4 536 kg but not exceeding 6 350 kg.....	34,83	38,31
E. Minors employed on occupations for which rates have not been prescribed in this Agreement:		
First six months.....	11,48	12,63
Second six months.....	13,26	14,59
Third six months.....	15,18	16,70
Fourth six months.....	17,22	18,94
Fifth six months.....	19,39	21,33
Sixth six months.....	21,68	23,85
Thereafter.....	23,60	25,96
F. Cardboard box making operations:		
(i) Guillotine and/or rotary cutting machine and/or scoring machine operated by—		
(a) power.....	39,80	43,78
(b) hand.....	32,08	35,28
(ii) Cardboard boxmakers.....	21,68	23,85
(iii) Making cardboard boxes, according to experience:		
First six months.....	11,48	12,63
Second six months.....	13,26	14,59
Third six months.....	15,18	16,70
Fourth six months.....	17,22	18,94
Fifth six months.....	19,39	21,33
Thereafter.....	21,68	23,85
G. Employees employed on hand typesetting and printing labels on a printing machine	36,01	39,62
H. Employees employed on weltmaking:		
(a) Splitting, skiving, cutting, grooving and bevelling.....	25,41	27,95
(b) All other operations.....	19,13	21,05
I. Packers.....	20,41	22,45
J. Employees employed on currying.....	31,04	34,14
K. Employees employed on spraying of leather	35,94	39,53

"AANHANGSELS C VAN DEEL I

	Kolom A Per week R	Kolom B Per week R
A. Wag.....	21,81	24,00
B. Magasynmeester en/of pakhuisman, versendingsklerk.....	27,55	30,31
C. Ketelbedieners.....	21,81	24,00
D. Motorvoertuigdrywer wat 'n voertuig dryf wat gelisensieer is om 'n loonvrag te dra of te trek van—		
(i) minder as 2 722 kg.....	27,17	29,89
(ii) 2 722 kg.....	27,55	30,31
(iii) meer as 2 722 kg maar hoogstens 4 536 kg.....	29,33	32,27
(iv) meer as 4 536 kg maar hoogstens 6 350 kg.....	34,83	38,31
E. Minderjariges in diens in beroepe waarvoor daar nie in hierdie Ooreenkoms lone voorgeskryf word nie:		
Eerste ses maande.....	11,48	12,63
Tweede ses maande.....	13,26	14,59
Derde ses maande.....	15,18	16,70
Vierde ses maande.....	17,22	18,94
Vyfde ses maande.....	19,39	21,33
Sesde ses maande.....	21,68	23,85
Daarna.....	23,60	25,96
F. Werksaamhede in verband met die maak van kartondose:		
(i) Guillotine en/of draaisnymes en/of kerfmasjiens met—		
(a) kragaandrywing.....	39,80	43,78
(b) handaandrywing.....	32,08	35,28
(ii) Kartondoosmakers.....	21,68	23,85
(iii) Die maak van kartondose, volgens ondervinding:		
Eerste ses maande.....	11,48	12,63
Tweede ses maande.....	13,26	14,59
Derde ses maande.....	15,18	16,70
Vierde ses maande.....	17,22	18,94
Vyfde ses maande.....	19,39	21,33
Daarna.....	21,68	23,85
G. Werknemers wat letters met die hand set en etikette met 'n drukmasjien druk.....	36,01	39,62
H. Werknemers wat kantstrookies maak:		
(a) Splits, skaaf, sny, groewe maak en afskuins.....	25,41	27,95
(b) Alle ander werksaamhede.....	19,13	21,05
I. Verpakkers.....	20,41	22,45
J. Werknemers wat breiwerk verrig.....	31,04	34,14
K. Werknemers wat sproeiverf aan leer aanbring.....	35,94	39,53

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....., dated, 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 situated and the District Committee shall thereupon make a recommendation to the Executive Committee in regard to such application. Every 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 R26,25 per week are prescribed in Column A of the Annexures referred to in clause 4 (1) (a) (i) of Part I. 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 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 R26,25 per week is prescribed in Column A of the Annexures referred to in clause 4 (1) (a) (i) of Part I, 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.

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 geld wat deur hom/hulle aan die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika betaalbaar is of word, om die betaling te dek van verloftoeleas voorgeskryf in klousule 9 van Deel I van die Ooreenkoms gepubliseer in die Bylae by Goewermentskennisgewing R..... van, en doen hierby afstand van alle voordele van uitwinning en skuldsplitting 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 verloftoeleas 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 SKOEI-SELSEKSIE VAN DIE LEERNYWERHEID

1. LONE

Die loon voorgeskryf vir enige werksaamheid in Aanhangel 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 volgens 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 vrystellingserifikaat behoorlik daartoe gemagtig is. Sodanige vrystellingserifikaat 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 voorleë, 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 om meer as twee werksaamhede te verrig wat in klousule 1 (B), (D), (E) en (F) van Aanhangel A van hierdie Deel gespesifiseer word en waarvoor hoër lone as R26,25 per week in kolom A van die Aanhangelas vermeld in klousule 4 (1) (a) (i) van Deel I, voorgeskryf word nie. 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 R26,25 per week in kolom A van die Aanhangelas vermeld in klousule 4 (1) (a) (i) van Deel I voorgeskryf word, 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 oortydwerk 50 persent van die hoër loon en 50 persent van die laer loon moet wees.

(2) An employee who is employed on 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 R26,25 per week or less are prescribed in Column A of the Annexures referred to in clause 4 (1) (a) (i) of Part I, 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 the Executive Committee in terms of clause 21 of Part I of this Agreement, after the Council or the Executive Committee has satisfied itself that proper facilities exist for the training of such learner.

5. UNQUALIFIED MALE ADULT EMPLOYEES

(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 the 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 R26,25 per week as is prescribed in Column A of the Annexures referred to in clause 4 (1) (a) (i) of Part I may, with the approval of the Council or the 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 first six months of employment.....	26,25
During the second six months of employment.....	27,48
During the next year of employment.....	29,31

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 the 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 the 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's or the Executive Committee's decision.

(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 'n loon van R26,25 per week of minder voorgeskryf word in kolom A van die Aanhangsels vermeld in klousule 4 (1) (a) (i) van Deel I, 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 werkgever moet aan elke werknemer op wie hierdie klousule van toepassing is, 'n register verskaf in die vorm aangegeven in Aanhangsel B van hierdie Deel, en die werkgever moet die werksaamheid verrig en die tye waarop elke werksaamheid begin het en beëindig is, daarin aantekene. Die tye moet aangeteken word wanneer die werksaamheid begin en eindig. Die werknemer moet gewoonweg die register behou, maar moet dit aan die werkgever oorhandig wanneer hy dit vir registerdoeleindes nodig het.

(b) Waar geen registers ooreenkomstig paragraaf (a) van hierdie subklousule bygehou word nie, moet die werkgever 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. LISENSIERING VAN LEERLINGE WAT SEKERE WERKSAAHDEDE VERRIG

Geen werkgever mag 'n leerling vir uitsnywerk, die sny van sole uit leer, oortrekwerk, leeswerk met 'n masjien (uitgesonderd leeswerk aan hakbeddings), die aannaai van kantstrookies, sool-naaiwerk, soolstikwerk, ruwe afronding en groefsnijwerk en die gladsny van rande in diens neem nie, behalwe ooreenkomstig 'n lisensie wat deur die Raad of die Uitvoerende Komitee ingevolge klousule 21 van Deel I van hierdie Ooreenkoms uitgereik is nadat die Raad of die 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 wat na die mening van die Raad of die 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 voorgeskrye minimum loon meer as R26,25 per week is soos voorgeskryf in kolom A van die Aanhangsels in klousule 4 (1) (a) (i) van Deel I vermeld, kan, met goedkeuring van die Raad of die Uitvoerende Komitee (wat kan handel ná die vooraf aanbeveling van die Distrikskomitee vir die betrokke gebied waar daar een bestaan), as ongekwalifiseerde manlike volwassene vir so 'n werksaamheid in diens geneem word teen minder as die minimum loon voorgeskryf in Aanhangsel A van hierdie Deel: Met dien verstande dat sodanige laer loon minstens soos volg moet wees:

	Per week
	R
Gedurende die eerste ses maande diens.....	26,25
Gedurende die tweede ses maande diens.....	27,48
Gedurende die volgende jaar diens.....	29,31

en daarna moet hy die voorgeskrye 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 die 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 die 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 die Uitvoerende Komitee se besluit.

In the event of the Council or the 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 every application approved by the Council or the Executive Committee, and a copy shall be furnished to the employee.

(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 R26,25 per week on operations under 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

	Column A Per week R	Column B Per week R
(i) Qualified employees employed as pattern cutters producing original standards and hand grading to restrictions, and/or shoe draughtsmen.....	45,07	49,57
(ii) Qualified employees—		
(a) employed on hand grading but not to restrictions and not producing original standards.....	38,09	41,90
(b) employed on grading machines.....		
(c) employed on making original lining patterns from upper patterns, where no last copies or original standards are produced		
(iii) Qualified employees on any operation not specified in (i) and (ii) hereof.....	30,15	33,16

(B) CLICKING DEPARTMENT

	Column A Per week R	Column B Per week R
Qualified employees on:		
(i) Clicking and cutting uppers by hand or machine:		
(a) Vegetable or chrome split, vegetable or semichrome kip, suede chrome kip and vegetable tanned sheepskins and goat-skins.....	39,80	43,78
White full chrome kip for the production of whole-cuts, bluchers and veldschoens only, but excluding miners' and miners' type footwear (all South African tannage).....		
Children's work, any material, all sizes up to and including size 1½ and all leather slippers (men's, women's and children's).....		
(b) Any other materials.....	45,07	49,57
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	45,07	49,57
(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.....	31,04	34,14

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

(3) Getalsverhouding van werknemers:

(a) Die getal ongekwalifiseerde manlike volwassenes wat kragtens subklausule (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 R26,25 per week ontvang vir werksaamhede vermeld in klausules (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 GESPEFIFISEER NIE

(A) PATROONAFDELING

	Kolom A Per week R	Kolom B Per week R
(i) Gekwalifiseerde werknemers in diens as patroonsnyers wat oorspronklike ontwerpe produseer en volgens beperkings met die hand gradeer, en/of skoentekenaars.....	45,07	49,57
(ii) Gekwalifiseerde werknemers wat—		
(a) met die hand, maar nie volgens beperkings nie, gradeer en wat nie oorspronklike ontwerpe produseer nie.....	38,09	41,90
(b) met gradeermasjiene werk.....		
(c) oorspronklike voeringpatrone volgens bolearpatrone maak in gevalle waar daar geen leeskopieë of oorspronklike ontwerpe geproduseer word nie.....		
(iii) Gekwalifiseerde werknemers wat enige werksaamheid verrig wat nie in (i) en (ii) hiervan gespesifiseer word nie.....	30,15	33,16

(B) UITSNYAFDELING

	Kolom A Per week R	Kolom B Per week R
Gekwalifiseerde werknemers in diens vir:		
(i) Die uitsny en sny van bolear met die hand of 'n masjien:		
(a) Basgelooid of chroomgelooid split-leer, basgelooid of halfchroomgelooid kalfsvel, chroomgelooid suëdekalfsvel en basgelooid skaap- en bokvelle... Wit kalfsvel wat ten volle chroomgelooid 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).....	39,80	43,78
Kinderskoeisel, enige materiaal, alle nommers tot en met No. 1½ en alle leerpantoffels (vir mans, vroue en kinders).....		
(b) Alle ander materiale.....	45,07	49,57
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 wat gradeer en/or sorteer volgens gehalte vir uitreiking aan uitsnyers.....	45,07	49,57
(ii) Voering-, binnesool- en passnywerk en/of klein tooisels aanbring en/of uitsnydings met 'n uitsnyers, revolusiepers, eksentriekpers of houthamer uitgepons.....	31,04	34,14

	Column A Per week R	Column B Per week R
Cutting from offal of inside tongues and narrow backstraps for children's, youths' and maids' stitchdowns of Oxford and Derby patterns.....	30,04	34,14
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.		
<i>Note.</i> —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.		
Strap cutting to length from continuous rolls or hanks of pre-prepared material	31,04	34,14
<i>Ration.</i> —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 subclause I (i) of this Annexure.		
(iii) Cut-outs died out by Western type cut-out machine.....	27,55	30,31
(iv) Giving out patterns.....	30,15	33,16
Operating splitting machine.....		
(v) Size stamping and/or painting.....	26,25	28,88
Applying acme-backing.....		

(C) CLOSING DEPARTMENT

Qualified employees on:

(i) Puritan machining.....	32,82	36,10
(ii) Stitching aprons on uppers on out-sole stitching machines.....	32,82	36,10
(iii) Pilot machining.....	31,04	34,14
(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.....	25,51	28,06
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).....		
(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).....	28,16	30,97
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.....		
(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.....	28,16	30,97

	Kolom A Per week R	Kolom B Per week R
Binnetonge en smal agterlissies uit afvalstukke sny vir buitenaatskoene van die Oxford- en Derbypatroon vir kinders, seuns en meisies.....	30,04	34,14
Vir alle ander snywerk van tonge en agterlissies moet daar betaal word teen die skaal van toepassing op die uitsny van materiaal ooreenkomstig paragraaf (i) hiervan.		
<i>Opmerking.</i> —'n Tooisels is 'n versiering wat nie 'n noodsaaklike deel van die skoene se boeler uitmaak nie.		
As daar 'n geskil ontstaan oor wat 'n "klein tooisel" uitmaak, is die Raad se beslissing, na ondersoek, finaal.		
Bandies volgens lengte uit deurlopende rolle of stringe voorafvervaardigde materiaal sny.....	31,04	34,14
<i>Getelsverhouding.</i> —Daar mag hoogstens twee leerlinge teen lone ooreenkomstig die skaal voorgeskryf vir leerlinge in subklousule I (i) van hierdie Aanhangel in diens geneem word vir elke gekwalifiseerde werknemer in hierdie seksie.		
(iii) Uitsnydings met 'n uitsnymasjien van die Westerntype uitpons.....	27,55	30,31
(iv) Patrone uitreik.....	30,15	33,16
Splitmasjien bedien.....		
(v) Nommers stempel en/of verf.....	26,25	28,88
Acme-agterstukke aanbring.....		

(C) STIKAFDELING

Gekwalifiseerde werknemers in diens vir:

(i) Puritan-masjienwerk.....	32,82	36,10
(ii) Die stik van leerstroke op boeler met buitesoelstikmasjiene.....	32,82	36,10
(iii) Proefnaaimasjienwerk.....	31,04	34,14
(iv) Ander masjienwerk en/of hoëfrekwensiesmeewerk:		
(a) Alle stikwerk aan bas- en chroomgelooiesplitleer, leer-, bas- en half-chroomgelooidekalfsvel-, vel-, suède en chroomgelooidekalfsvelvoeringmasjienwerk.....		
Wit kalfsvel wat ten volle chroomgelooi is vir die vervaardiging van slegs eenstukleer-skoene, bluchers en vel-skoene, maar uitgesonderd skoeisel vir mynwerkers en skoeisel van die mynwerkersstipe (almal in Suid-Afrika gelooi).....	25,51	28,06
(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)		
Fansieskoene volgens die saamhoudstelsel heeltemal met masjien gestik (alle soorte).....	28,16	30,97
Fantasiemasjienwerk volgens die saamhoudstelsel, met inbegrip van krae, uitsnydings, belegsels en sierpatroonstikwerk sonder merkers.....		
Randwerk of enige werksaamheid met natoommasjiene, uitgesonderd Derbysykante van die Oxford- en Derbypatroon.....		
Voorstukke van skoene vasstik met hielstukke oor die voorstukke.....		
(c) Werksaamhede, uitgesonderd dié in (a) en (b) hierbo gespesifiseer, met inbegrip van die aanbring van bindstukke vir Franse bindwerk op plet- of afwerkmasjiene en die vasryg van twee boonste samestellende dele met die hand om 'n naat te vorm.....	28,16	30,97

	Column A Per week R	Column B Per week R
(d) All operations on children's work up to size 1½.....		
All leather slippers (men's, women's and children's).....	25,51	28,06
All operations on box hide and willow hide (excluding goloshing, fancy work and miners' and/or miners' type).....		
(v) Eyeletting, riveting, perforating, skiving, folding and burnishing by machine or hand	28,16	30,97
(iv) Flat binding.....		
Bagging.....		
Turning of binding.....		
Buckle and button fastening.....		
Buttonholing.....		
Lacing.....		
Hand punching.....	25,51	28,06
Staying and taping.....		
Seam rubbing.....		
Seam hammering.....		
Sewing on bows and buckles by hand or machine.....		
Silk screen printing.....		
Table-hands.....		

(D) ROUGH STUFF DEPARTMENT

Class I Operations

Qualified employees:

(i) As sole cutters from leather.....		
On sorting and fitting up ungraded and unstamped stock.....	43,29	47,62
On sorting graded and stamped stock....		
(ii) As cutters of insoles, stiffeners, throughs, runners and puffs from leather other than splits and sole cutters of material other than leather.....	38,09	41,90
On reducing shaped rubber soles on the press.....		

[Ratio—See subclause (K)]

Class II Operations

Qualified employees on:

(i) Channelling:		
Welted insoles.....	31,04	34,14
Other work.....	31,04	34,14
(ii) Press cutting operations other than those in Class I.....	31,92	35,12
(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.....	30,15	33,16
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		

[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.....	26,25	28,88
Insole feathering.....		
Insole grooving.....		
Insole slotting.....		
Insole marking.....		
Lift and/or rand tacking.....		
Lip turning.....		

	Kolom A Per week R	Kolom B Per week R
(d) Alle werksaamhede in verband met kinderskoeisel tot No. 1½.....		
Alle leerpantoffels (vir mans, vroue en kinders).....	25,51	28,06
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 mynwerkerstipe).....		
(v) Vetergate maak, klinkwerk doen, perforerwerk doen, skaaf, vou en bruineer met die hand of 'n masjien.....	28,16	30,97
(vi) Plat bindwerk.....		
Omdopping.....		
Omdraai van bindwerk.....		
Aanwerk van gespes en knope.....		
Die maak van knoopsgate.....	25,51	28,06
Vasrygwerk.....		
Handponswerk.....		
Die aanwerk van stutte en bande.....		
Naat-vryfwerk.....		
Naatplatslaanwerk.....		
Strikke en gespes met die hand of 'n masjienvasnaai.....		
Syskermdrukwerk.....		
Tafelwerkers.....		

(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.....	43,29	47,62
Om gegradeerde en gestempelde voorrade te sorteer.....		
(ii) Om binnesole, verstywers, deurlopers, middelsole en neusverstywing uit ander leer as splitleer te sny, en om sole uit ander materiaal as leer te sny.....	38,09	41,90
Vir die dunner maak van gefatsoeneerde rubbersole op 'n pers.....		

[Getalsverhouding—Kyk subklousule (K)]

Klas II-werksaamhede

Gekwalifiseerde werknemers in diens vir:

(i) Groefsnwyk:		
Binnesole waaraan kantstrookies genaai is	31,04	34,14
Ander werk.....	31,04	34,14
(ii) Perssnwyk, uitgesonderd dié in klas I	31,92	35,12
(iii) Monteerwerk uit voorrade, afgesien daarvan of dit gesorteer en/of gegradeer is of nie.....		
Die aanbring van ribbes aan binnesole waaraan kantstrookies genaai is.....		
Klapsplitswerk.....		
Die aanbring van versterkings en bande..		
Hak-vormwerk.....		
Die maak van hakke.....	30,15	33,16
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....		

[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.....	26,25	28,88
Die afwerk van binnesole.....		
Die maak van groewe in binnesole.....		
Die maak van gluwe in binnesole.....		
Die merk van binnesole.....		
Die vasspyker van haklagies en/of hakstrookies		
Die omkeer van rande.....		

	Kolom A Per week R	Kolom B Per week R
Press room scouring operations.....		
Shank assembling.....		
Shank moulding.....		
Skiving.....		
Size stamping.....		
Sole, insole and stiffener moulding.....	26,25	28,88
Sole and insole splitting.....		
Sole grading machine operating.....		
Sole roughening for stuck-on work.....		
Solutioning.....		
Stiffener waxing and crimping.....		
Welt preparation.....		

[Ratio—See subclause (K)]

(E) MAKING DEPARTMENT

Class I Operations

Qualified employees on:

- (i) Pulling over, Consol lasting and/or Little-way lasting:
- (a) Welted work other than staple welted work..... 43,29 47,62
- (b) Riveted and/or riveted and stitched work, excluding miners' and miners' type and army boots..... 38,09 41,90
- (c) Combined pulling over and forepart lasting..... 43,29 47,62
- (d) All other grades..... 43,29 47,62
- (ii) Bed lasting (toes only):
- (a) Welted work other than staple welted work..... 43,29 47,62
- (b) Other work..... 43,29 47,62
- (iii) Lasting of seats and sides by any machine:
- (a) Welted work other than staple welted work..... 34,53 37,98
- (b) Other work..... 34,53 37,98
- 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.
- (iv) Complete sole attaching by staple machine } 31,04 34,14
- Staple welt attaching.....
- (v) Welt sewing..... 43,29 47,62
- (vi) Rough rounding:
- (a) Welted work other than staple welted work..... 43,29 47,62
- (b) Other work..... 43,29 47,62
- (vii) Sole sewing..... 43,29 47,62
- (viii) Sole stitching:
- (a) Welted work other than staple welted work..... 43,29 47,62
- (b) Stitching outer soles to runners on Indian sandals on a No. 6 harness stitching machine..... 38,09 41,90
- (c) Other work..... 43,29 47,62
- (ix) (a) Stitchdown staple lasting..... 31,04 34,14
- (b) Stitchdown thread lasting..... 31,04 34,14
- (c) Stitchdown toe forming..... 31,04 34,14
- (d) Wiping platform covers by machine.. 31,04 34,14
- (e) Lasting operations on a Kamborian machine..... 31,04 34,14

(x) Pounding:

Note.—No employee under the age of 18 years may be employed upon pounding.

	Kolom A Per week R	Kolom B Per week R
Skuurwerk in perskamer.....		
Die aanmeekaarsit van brugstukke.....		
Die giet van brugstukke.....		
Skaafwerk.....		
Die stempel van nommers.....		
Die giet van sole, binnesole en verstywers..	26,25	28,88
Die splits van sole en binnesole.....		
Bediening van soolgradeermasjien.....		
Die rofmaak van sole vir aanplakwerk.....		
Die aansmeer van rubberlym.....		
Verstywers vorm en was daaraan smeer.....		
Die bereiding van kantstrookies.....		

[Getalsverhouding—Kyk subklousule (K)]

(E) MAAKAFDELING

Klas I-werksaamhede

Gekwalifiseerde werknemers in diens vir:

- (i) Oortrekwerk, Consol-leeswerk en/of Little-way-leeswerk:
- (a) Werk in verband met kantstrookies, uitgesonderd kantstrookies met krammetjies vasgeheg..... 43,29 47,62
- (b) Klinkwerk en/of klink- en rygwerk, uitgesonderd in verband met skoeisel vir mynwerkers of skoeisel van die mynwerkerstipe en militêre stewels..... 38,09 41,90
- (c) Gekombineerde oortrekwerk en leeswerk aan voorkante..... 43,29 47,62
- (d) Alle ander grade..... 43,29 47,62
- (ii) Leeswerk aan beddings (slegs neuse):
- (a) Werk in verband met kantstrookies, uitgesonderd kantstrookies met krammetjies vasgeheg..... 43,29 47,62
- (b) Ander werk..... 43,29 47,62
- (iii) Leeswerk aan hakbeddings en kante met enige masjien:
- (a) Werk in verband met kantstrookies, uitgesonderd kantstrookies met krammetjies vasgeheg..... 34,53 37,98
- (b) Ander werk..... 34,53 37,98
- 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-leeswerkmasjienbediener 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.
- (iv) Die vassit van hele sole met 'n krammasjien } 31,04 34,14
- Randsole vaskram.....
- (v) Die vasnaai van kantstrookies..... 43,29 47,62
- (vi) Ruwe afronding:
- (a) Werk in verband met kantstrookies, uitgesonderd kantstrookies met krammetjies vasgesit..... 43,29 47,62
- (b) Ander werk..... 43,29 47,62
- (vii) Die vasnaai van sole..... 43,29 47,62
- (viii) Die vasttik van sole:
- (a) Werk in verband met kantstrookies, uitgesonderd kantstrookies met krammetjies vasgesit..... 43,29 47,62
- (b) Buitesole aan lopers van Indiërsandale op No. 6-tuigstikmasjien stik..... 38,09 41,90
- (c) Ander werk..... 43,29 47,62
- (ix) (a) Boleer aan sole op lees vaskram.... 31,04 34,14
- (b) Boleer aan sole op lees met gare vaskram..... 31,04 34,14
- (c) Neuse van buitenaatskoene vorm.... 31,04 34,14
- (d) Buitesoolbedekkings met 'n masjien vee 31,04 34,14
- (e) Leeswerk op 'n Kamborian-masjien.. 31,04 34,14
- (x) Klopwerk:

Opmerking.—Geen werknemer onder die ouderdom van 18 jaar mag klopwerk verrig nie.

	Column A	Column B
	Per week R	Per week R
(a) Weltd work other than staple weltd work.....	36,32	39,94
(b) Miners' and miners' type and army type boots.....	39,80	43,78
"Army type boots" means the heavy type of boot involving the same strenuous pounding as contract army boots.		
(c) Other work.....	36,32	39,94

[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.....	32,82	36,10
(ii) positioning of pretrimmed soles prior to and/or with stuck-on press.....	31,92	35,12
(iii) stuck-on process work:		
Sole positioning on upper and press, operating in one operation.....	30,15	33,16
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.....	30,15	33,16
Hobnailing by hand or machine.....		
Putting on toe plates and heel tips by hand or machine.....		
Heel attaching.....		
Football bootstudding 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.....		
String nailing.....		
Tacking forward of heel seats.....		
Upper roughening.....		
Waist reducing after being sewn.....		
Woodheel fitting.....		
Welt butting and skiving.....		
Welt wheeling.....		

	Kolom A	Kolom B
	Per week R	Per week R
(a) Werk in verband met kantstrookies, uitgesonderd kantstrookies met krammetjies vasgesit.....	36,32	39,94
(b) Skoeisel vir mynwerkers en skoeisel van die mynwerkerstipe en stewels van die militêre tipe.....	39,80	43,78
"Stewels van die militêre tipe" beteken die swaar tipe stewel wat klopwerk vereis wat net so veeleisend is as klopwerk in verband met militêre stewels wat op kontrak gemaak word.		
(c) Ander werk.....	36,32	39,94

[Getaalverhouding: Klas I-werksaamhede:

Maakdepartement

(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 kantstrookies 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 ander werksaamhede verrig as dié in (i) vermeld, mag een leerling in diens geneem word.

(iii) "Gedeelte van drie" in (i) en (ii) vermeld, 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 bolear in posisie plaas met vooraf afgewerkte kantstrokie met 'n verlengde rand.....	32,82	36,10
(ii) vooraf getooide sole in posisie plaas voordat en/of wanneer dit met pers vasgeplak word.....	31,92	35,12
(iii) vasplakwerk verrig:		
Sole tegelykertyd op bolear en pers in posisie plaas.....	30,15	33,16
Sole op voorkant en hakbedding van bolear in posisie plaas voordat dit gepers word.....		
'n Pers bedien, waar sole vooraf in posisie geplaas is (kyk klas III vir vasspyker van slegs hakbedding).....		
Sole met 'n ander masjien as 'n snelstikmasjien aanmeekaarsit voordat dit aan die skoen vasgeheg word, maar uitgesonderd skoeisel vir mynwerkers en skoeisel van die mynwerkerstipe.....		
Buitenaatskoene aanmeekaarsit of oortrek		
Dikkopspykers met die hand of 'n masjien inslaan.....		
Neusplate en hakskerms met die hand of 'n masjien aanbring.....		
Hakke aansit.....		
Soolknoppies en dwarsstrookies aan voetbalstewels sit.....		
Gelykmaking met die hand, uitgesonderd buitenaatskoene.....		
Binnenate afwerk.....		
Voegwerk (voerings skoonmaak en bolear oor voë vasspyker).....		
Losspyker of vaspen van voorkante en middelstukke.....		
Louis-klappe met die hand afwerk.....		
Gelykmaking met 'n masjien.....		
Vasskroefwerk.....		
Masjiengenaai, geklinkte en/of geklinkte en gestikte sole vassit.....		
Sole aanplak met kleefmiddels deur 'n masjien verhit.....		
Hoeke van verstywers maak en verstywers vasspyker.....		
Steke skei.....		
Draadspykerwerk.....		
Hakbeddings vorentoe vasspyker.....		
Rofmaak van bolear.....		
Middelstukke kleiner maak nadat dit genaai is.....		
Houthakke pas.....		
Kantstrookies uitklop en skaaf.....		
Draaiwerk aan kantstrookies.....		

	Column A	Column B		Kolom A	Kolom B
	Per week R	Per week R		Per week R	Per week R
Rand welting by machine.....	30,15	33,16	Kantstrookies met 'n masjien aan hak-	30,15	33,16
Slugging and gang slugging.....			strookies heg.....		
Attaching rand welting or foxing, whether			Groot spykers inslaan en veelvuldige in-		
vetical or horizontal or a combination			slaen van groot spykers.....		
thereof, by hand or machine.....			Hakkantstrookies of sierstrookies, hetsy verti-		
Back part and waist premoulding.....			kaal of horisontaal of 'n kombinasie		
			daarvan, met die hand of 'n masjien		
			vasheg.....		
			Voorgietwerk aan agterkant en middelstuk		
(iv) Vulcanising process:			(iv) Vulkaniseerproses:		
Vulcanising and/or injection moulding	30,15	33,16	Vulkanisering en/of spuitgiet van sole aan	30,15	33,16
soles to lasted uppers.....			geleesde boleer.....		
Rand welting by machine.....			Kantstrookies met 'n masjien aan hak-		
Moulding of sole units.....			strookies heg.....		
			Soolenheide giet.....		

Class III Operations

Qualified employees on:

Beating.....	26,25	28,88
Application by machine of hardening resins to		
puffs.....		
Bottomfilling.....		
Channel closing and edge raising.....		
Feeding nails to healing 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 welting 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).....		

Tacking over
backs

Tacking over sandal backs where no stiffener	26,25	28,88
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.....		

[Ratio—See subclause (K)]

Hand-lasting operations

Qualified employees on:

(i) Pulling over by hand and/or hand lasting miners' or miners' type footwear.....	38,09	41,90
<i>Note.</i> —There shall be no quantum or supplementary wage allowed for the hand-lasting of miners' and miners' type footwear.		
(ii) Other pulling over by hand and/or hand-lasting.....	30,15	33,16
Hand-lasting seats of stitchdowns.....		

Klas III-werksaamhede

Gekwalifiseerde werknemers in diens vir:

Klopwerk.....	26,25	28,88
Aanbring van verhardingsharse aan neusver-		
stywing 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 hakbeddingspyker vir plakproses....		
Aansmeer van rubberlym, bevogtiging en vas-		
plak.....		
Sortering van dikkopspykers.....		
Soollêwerk in verband met kantstrookies 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 agter-		
stukke, waar spykers hoogstens 25 mm van		
die middel van die agterkant van die hak-		
beddings geplaas word (kyk tekening).....		



Spykers in agterstukke

Inslaan van spykers in sandaal-agterstukke,	26,25	28,88
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.....		

[Getalsverhouding—Kyk subklousule (K)]

Handleeswerksaamhede

Gekwalifiseerde werknemers in diens vir:

(i) Oortrekwerk met die hand en/of handlees-	38,09	41,90
werk aan skoeisel vir mynwerkers of		
skoeisel van die mynwerkerstipe.....		
Opmerking.—Daar is geen kwantum of		
aanvullende loon vir handleeswerk aan		
skoeisel vir mynwerkers of skoeisel van die		
mynwerkerstipe nie.		
(ii) Ander oortrekwerk met die hand en/of	30,15	33,16
handleeswerk.....		
Handleeswerk aan hakbeddings van buite-		
naatskoene.....		

	Column A Per week R	Column B Per week R
Hand-lasting in the manufacture of clogs Bench work such as riveting, putting on soles and/or heels by hand, including rubber quarter tips.....	30,15	33,16
Tacking leather straps to wooden soles..		
[Ratio.—There may be employed not more than one learner to each qualified employee on operations specified in (i) and (ii).]		

(F) FINISHING DEPARTMENT

Class I operations

Qualified employees on:

(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 Children's footwear up to and including size 1½.....	38,09	41,90
All slippers (men's, women's and children's).....		
Stitchdown footwear produced from box hide and willow hide.....		
(b) All other work.....	43,29	47,62
(ii) Edge setting:		
(a) Riveted and/or riveted and stitched work, but excluding miners' and miners' type and army boots.....		
Through runners.....		
Waiste and/or top pieces.....		
Children's footwear, all sizes up to and including size 1½.....	31,04	34,14
All slippers (men's, women's and children's).....		
Stitchdown footwear produced from box hide and willow hide.....		
(b) Automatic edge-setting machine, all grades.....	38,09	41,90
(c) All other work.....	38,09	41,90
(iii) Heel trimming.....	31,04	34,14
[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.....	30,15	33,16
Rubbing down of edges and bottoms and repairing of defects in edges, heels, waists, corners or bottoms and feather of edge....		
Seat wheeling.....		
Top ironing (i.e. marking edge of forepart or waist of sole by machine or by hand tool whether before or after bottoms are faked and polished).....		
Welt wheeling.....		
[Ratio.—See 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.....	26,25	28,88
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.....		
[Ratio.—See subclause (K)]		

Kolom A Per week R	Kolom B Per week R
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Handleeswerk by die vervaardiging van houtsoolskoene.....		
Bankwerk soos klinkwerk, die aansit van sole en/of hakke met die hand, met inbegrip van rubberhielstukpunte.....	30,15	33,16
Vasspyker van leerbandjies aan houtsole		
[Getalsverhouding.—Hoogstens een leer- ling mag in diens geneem word vir elke gekwalifiseerde werknemer wat werksaam- hede 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 skoeisel vir mynwerkers en skoeisel van die myn- werkerstipe en militêre stewels....		
Rubbersole en rubberkomposiesole..	38,09	41,90
Kinderskoeisel tot en met No. 1½....		
Alle pantoffels (vir mans, vroue en kinders).....		
Buitenaatskoeisel uit swart- en bruin- kalfsleer vervaardig.....		
(b) Alle ander werk.....	43,29	47,62
(ii) Afwerk van rande:		
(a) Klinkwerk en/of klink- en stikwerk, maar uitgesonderd aan skoeisel vir mynwerkers en skoeisel van die myn- werkerstipe en militêre stewels....		
Deurloop-middelsole.....		
Middelstukke en/of bostukke.....	31,04	34,14
Kinderskoeisel, alle nommers tot en met No. 1½.....		
Alle pantoffels (vir mans, vroue en kin- ders).....		
Buitenaatskoeisel uit swart- en bruin- kalfsleer vervaardig.....		
(b) Outomatiese randafwerkmasjien, alle grade.....	38,09	41,90
(c) Alle ander werk.....	38,09	41,90
(iii) Afwerk van hakke.....	31,04	34,14
[Getalsverhouding.—Kyk subklousule (K)]		

Klas II-werksaamhede

Gekwalifiseerde werknemers in diens vir:

Betingslagwerk met die hand of 'n masjien..		
Skuur van ondersole.....		
Skuur van hakke.....		
Spuutverfwerk aan hakke.....		
Uitholwerk.....		
Volledige afwerking met die hand.....		
Gladsny van bostukke.....		
Werk met bunkwiel.....		
Stryk van Louis-klappe.....	30,15	33,16
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.....		
[Getalsverhouding.—Kyk subklousule (K)]		

Klas III-werknemers

Gekwalifiseerde werknemers in diens vir:

Borsel, opstop en/of bruining.....		
Gedrewe werk op sole doen.....		
Skuurwerk met die vingers.....		
Afronding van hakvoorlyn.....		
Inkwerk, beitswerk, waswerk en bevochtiging..	26,25	28,88
Die insit, uittrek en wegbere van leeste....		
Uitholwerk (verwydering van lip rondom onderkant van sool).....		
Die afvryf van rande en ondersole.....		
Eksudaatverwyderings en/of naatpoetsing.....		
[Getalsverhouding.—Kyk subklousule (K)]		

	Colom A Per week R	Colom B Per week R
(G) SHOE ROOM		
Qualified employees on:		
Faking.....	36,32	39,94
Patent repairing.....		
Embossing and/or stamping.....		
Boxing.....		
Dressing and/or sizing.....		
Dressing by spray gun.....		
Hand polishing and cleaning.....		
Ironing.....	25,51	28,06
Labelling.....		
Lining trimming.....		
Size stamping on footwear.....		
Socking.....		
Stamping descriptions and sizes on labels.....		
Quarter forming by machine.....		
Smoothing insole before socking or boxing.....		

(H) MILL-ROOM OPERATIONS

(i) Group 5:

Calender operating.....		
Batch mass-measuring and assembling of chemicals.....		
Operating extruding machine.....	27,43	30,16
Operating an open mixing mill with a width of not less than 1,52 m.....		
Operating internal mixer.....		

(ii) Group 4:

Slabbing sheet rubber to gauge (stretching compound).....		
Operating an open mixing mill with a width of less than 1,52 m but not less than 1,01 m.....	25,51	28,06
Warming compound on open mill.....		
Hydraulic press operating.....		

(iii) Group 3:

Issuing soles and heels.....		
Press cutting blanks (clicking).....		
Attending autoclave.....		
Assisting mass-measurer.....	24,23	26,66
Mould checking.....		
Operating an open mixing mill with a width of less than 1,01 m.....		

(iv) Group 2:

Masticating, sheeting out, cracking or breaking compound.....		
Buffing or scouring machine operations..		
Feeding rubber into calender (feeding stretchers).....	21,68	23,85
Grinding scrap by machine.....		
Mould cleaning.....		

(v) Group 1:

Trimming.....		
Blank cutting and mass-measuring to fixed standards.....		
Extruding into trays.....		
Bale cutting.....		
Sieving chemicals, buffings and grindings		
Stencilling or marking bales.....	20,41	22,45
Applying powder.....		
Packing soles and heels.....		
Granulating.....		
Assisting calender operator.....		
Dipping machine.....		

(Ratio.—For every three qualified employees employed in this section not more than one learner may be employed.)

(I) LEARNERS

(i) Learners on the operations referred to in clause 4 of Part II:

First six months.....	13,26	14,59
Second six months.....	15,95	17,54
Third six months.....	20,66	22,73
Fourth six months.....	22,96	25,25
Fifth six months.....	25,51	28,06
Sixth six months.....	28,19	31,01
Seventh six months.....	30,32	33,36
Eighth six months.....	34,03	37,43
Thereafter, the prescribed rate.		

	Kolom A Per week R	Kolom B Per week R
(G) SKOENKAMER		
Gekwalifiseerde werknemers in diens vir:		
Wassmering.....	36,32	39,94
Herstelwerk aan verlake skoelisel.....		
Bosseler- en/of stempelwerk.....		
Verpakings in dose.....		
Afwerking en/of sortering volgens nommers..		
Afwerking met 'n sproeispuut.....		
Poleerwerk en skoonmaak met die hand....		
Strykwerk.....		
Etiketterming.....	25,51	28,06
Voeringafwerking.....		
Stempel van nommers op skoelisel.....		
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.....		

(H) MEULKAMERWERKSAAMHEDE

(i) Groep 5:

Bediening van 'n kalendermasjien.....		
Lotte massameet en chemikalieë byme-kaarmaak.....		
Bediening van uitpersmasjien.....	27,43	30,16
Bediening van 'n oopmengmeul met 'n wydte van minstens 1,52 m.....		
Bediening van 'n binnemenger.....		

(ii) Groep 4:

Rubber volgens maat in plaatblokke vorm (rekmengsel).....		
Bediening van 'n oop mengmeul met 'n wydte van minder as 1,52 m maar minstens 1,01 m.....	25,51	28,06
Mengsel warmmaak op oop meul.....		
Bediening van 'n hidrouliese pers.....		

(iii) Groep 3:

Sole en hakke uitreik.....		
Ru-stukke met 'n pers uitsny (uitsnywerk)		
Bediening van 'n outoklaaf.....		
Massameter bystaan.....	24,23	26,66
Gietvorms nagaan.....		
Bediening van 'n oop mengmeul met 'n wydte van minder as 1,01 m.....		

(iv) Groep 2:

Mengsel fynmaak, beplaat, kraak of breek Fynskuur- of afskuurmasjienwerksaamhede.....		
Rubber in kalender voer (rekmengsel voer)		
Afvalmateriaal met masjien maal.....	21,68	23,85
Gietvorms skoonmaak.....		

(v) Groep 1:

Afwerking.....		
Ru-stukke volgens vasgestelde standarde sny en massameet.....		
Uitpers in bakke.....		
Bale sny.....		
Chemikalieë, fyngeskuurde en gemaalde stukke sif.....	20,41	22,45
Bale sjabloneer of merk.....		
Poeier aanwend.....		
Sole en hakke verpak.....		
Granulering.....		
Kalenderbediener bystaan.....		
Indoepmasjien bedien.....		

(Getalsverhouding.—Vir elke drie gekwalifiseerde werknemers in diens in hierdie seksie mag hoogstens een leerling in diens geneem word.)

(I) LEERLINGE

(i) Leerlinge wat die werksaamhede verrig wat in klousule 4 van Deel II vermeld word:

Eerste ses maande.....	13,26	14,59
Tweede ses maande.....	15,95	17,54
Derde ses maande.....	20,66	22,73
Vierde ses maande.....	22,96	25,25
Vyfde ses maande.....	25,51	28,06
Sesde ses maande.....	28,19	31,01
Sewende ses maande.....	30,32	33,36
Agtste ses maande.....	34,03	37,43
Daarna, die voorgeskrewe loon.		

	Column A Per week R	Column B Per week R
(ii) Learners in Class III in the rough stuff, making and finishing departments, according to experience:		
First six months.....	11,48	12,63
Second six months.....	13,26	14,59
Third six months.....	15,18	16,70
Fourth six months.....	17,22	18,94
Fifth six months.....	19,39	21,33
Sixth six months.....	21,68	23,85
Thereafter, the prescribed rate.		
(iii) Learners employed on the operations referred to in paragraph H:		
First three months.....	11,48	12,63
Second three months.....	12,75	14,03
Third three months.....	14,03	15,44
Fourth three months.....	15,30	16,83
Fifth three months.....	16,58	18,24
Thereafter, the prescribed rate.		
(iv) Other learners, according to experience:		
First six months.....	11,48	12,63
Second six months.....	13,26	14,59
Third six months.....	15,18	16,70
Fourth six months.....	17,22	18,94
Fifth six months.....	19,39	21,33
Sixth six months.....	21,68	23,85
Seventh six months.....	24,23	26,66
Eighth six months.....	27,43	30,16
Thereafter, the prescribed rate.		

Provided that—

(a) a learner who, during the currency of this Agreement, is engaged at a higher rate than that prescribed for one of his experience, entitled to be paid at the rate at which he is engaged;

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

(i) after the sixth six months of experience become entitled to a wage of R25,51 per week, if employed on operations for which these rates are prescribed;

(ii) after the seventh six months of experience become entitled to a wage of R28,16 per week if employed on operations for which this rate is prescribed;

(c) learners in the clicking department, on size stamping and painting shall, after the sixth six months of experience, become entitled to a wage of R26,25 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

	Column A Per week R	Column B Per week R
General labourer.....	19,13	21,05

(K) RATIOS

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

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

"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.

	Kolom A Per week R	Kolom B Per week R
(ii) Leerlinge in klas III in die sool-en-hakafdeling en die maak- en afwerkafdelings, volgens ondervinding:		
Eerste ses maande.....	11,48	12,63
Tweede ses maande.....	13,26	14,59
Derde ses maande.....	15,18	16,70
Vierde ses maande.....	17,22	18,94
Vyfde ses maande.....	19,39	21,33
Sesde ses maande.....	21,68	23,85
Daarna, die voorgeskrewe loon.		
(iii) Leerlinge in diens vir die werksaamhede in paragraaf H vermeld:		
Eerste drie maande.....	11,48	12,63
Tweede drie maande.....	12,75	14,03
Derde drie maande.....	14,03	15,44
Vierde drie maande.....	15,30	16,83
Vyfde drie maande.....	16,58	18,24
Daarna, die voorgeskrewe loon.		
(iv) Ander leerlinge, volgens ondervinding:		
Eerste ses maande.....	11,48	12,63
Tweedes ses maande.....	13,26	14,59
Derde ses maande.....	15,18	16,70
Vierde ses maande.....	17,22	18,94
Vyfde ses maande.....	19,39	21,33
Sesde ses maande.....	21,68	23,85
Sewende ses maande.....	24,23	26,66
Agtste ses maande.....	27,43	30,16
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 is vir iemand met sy ondervinding, inkrementele 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—

(i) na die sesde ses maande ondervinding geregtig is op 'n loon van R25,51 per week indien hulle in diens is vir werksaamhede waarvoor hierdie lone voorgeskryf word;

(ii) na die sewende ses maande ondervinding geregtig is op 'n loon van R28,16 per week indien hulle in diens is vir werksaamhede waarvoor hierdie loon voorgeskryf word;

(c) leerlinge in die uitsnyafdeling, wat nommers stempel of verfwerk doen, ná die sesde ses maande ondervinding geregtig is op 'n loon van R26,25 per week.

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

	Kolom A Per week R	Kolom B Per week R
Algemene arbeider.....	19,13	21,05

(K) GETALSVIRHOUDINGS

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

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 die afwerkafdeling.

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

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

(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

	Column A Per week R	Column B Per week R
Qualified employees on:		
(i) Marking and/or cutting of textile fabrics	38,47	42,31
(ii) Cutting of rubber uppers.....	20,41	22,45
(iii) Cutting of fabric impregnated with rubber.....	23,42	25,76
(iv) Closing department		
(a) Upper closing.....	23,42	25,76
(b) Lining closing.....	23,42	25,76
(c) Eyeletting.....	23,42	25,76
(d) Buffing tongues.....	20,41	22,45
(e) Inserting tongues.....	20,41	22,45
(f) Securing tongues.....	20,41	22,45
(g) Table-hands.....	20,41	22,45
(v) All sole cutting operations whether by hand or press.....	31,71	34,87
(vi) All other press cutting operations (bottom stock only).....	23,03	25,35
(vii) Hand lasting (means the pulling over of the prepared upper over the last and securing it to the insole).....	25,11	27,61
(viii) Insole attaching.....	25,11	27,61
(ix) Placing material around the last.....	20,41	22,45
(x) Sole attaching.....	22,50	24,74
(xi) Attending an autoclave.....	22,50	24,74
(xii) Solutioning by hand.....	20,41	22,45
(xiii) Solutioning by machine.....	20,41	22,45
(xiv) (a) Moulding of soles, heels and/or sole and heel units.....	20,41	22,45
(b) Moulding of boots other than in an autoclave.....	23,42	25,76
(xv) Hobnailing.....	28,82	31,70
(xvi) Sole roughing.....	20,41	22,45
(xvii) Upper roughing.....	20,41	22,45
(xviii) Edge trimming.....	20,41	22,45
(xix) Spew and/or flash trimming on moulded boots.....	20,41	22,45
(xx) Inserting laces.....	20,41	22,45
(xxi) Slipping and sorting lasts.....	20,41	22,45
(xxii) Trimming linings.....	20,41	22,45
(xxiii) Rolling uppers.....	20,41	22,45
(xxiv) Cutting and/or inserting stays.....	20,41	22,45
(xxv) Dressing.....	20,41	22,45
(xxvi) Cleaning.....	20,41	22,45
(xxvii) Stamping sizes on linings.....	20,41	22,45
(xxviii) Loading trolley for autoclave.....	20,41	22,45
(xxix) Pairing.....	20,41	22,45
(xxx) Attaching throughs or insole covers.....	20,41	22,45
(xxxi) Any operations not specified in (i) to (xxx) above.....	20,41	22,45
(xxxii) General labourer.....	19,13	21,05

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

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

KLOUSULE 2.—SKOEISEL, SOOS HIERONDER GESPEESIFISEER

(A) Skoeisel met boeler van seildoek, met rubbersole wat of in 'n outoklaaf gevulkaniseer of 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 dwarsstrokke 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 kledstof wat van katoen en/of kunsvael gemaak is en wat of 'n heeltemal natuurlike kleur het of gebleik is of eenkleurig is, en dit omvat nie vinielbestrykte materiale, kunsvael en gebosseleerde of brokaatsowwe nie.

As daar 'n geskil ontstaan oor die soort materiaal wat ingevolge hierdie klousule gebruik mag 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 boeler daarvan gebruik.

(1) LONE

A.—TOERYGSTEWELS VAN RUBBER

	Kolom A Per week R	Kolom B Per week R
Gekwalifiseerde werknemers in diens vir:		
(i) Die merk en/of sny van tekstielstowwe.....	38,47	42,31
(ii) Die sny van rubberboeler.....	20,41	22,45
(iii) Die sny van kledstof met rubber geïmpregneer.....	23,42	25,76
(iv) Die Stikafdeling:		
(a) Stik van boeler.....	23,42	25,76
(b) Stik van voering.....	23,42	25,76
(c) Die maak van vetergate.....	23,42	25,76
(d) Tonge poleer.....	20,41	22,45
(e) Tonge insit.....	20,41	22,45
(f) Tonge vassit.....	20,41	22,45
(g) Tafelwerkers.....	20,41	22,45
(v) Alle soolsnywerksaamhede, hetsy met die hand of 'n pers.....	31,71	34,87
(vi) Alle ander perssnywerksaamhede (slegs onderwerk).....	23,03	25,35
(vii) Handleeswerk (d.w.s. die oortrek van die bereide boeler oor die lees en die vassit daarvan aan die binnesool).....	25,11	27,61
(viii) Binnesole vassit.....	25,11	27,61
(ix) Materiaal rondom die lees plaas.....	20,41	22,45
(x) Sole vassit.....	22,50	24,74
(xi) 'n Outoklaaf bedien.....	22,50	24,74
(xii) Rubberlymwerk met die hand.....	20,41	22,45
(xiii) Rubberlymwerk met 'n masjien.....	20,41	22,45
(xiv) (a) Die giet van sole, hakke en/of sool-en hakeenhede.....	20,41	22,45
(b) Die giet van stewels, uitgesonderd in 'n outoklaaf.....	23,42	25,76
(xv) Die inslaan van dikkopspykers.....	28,82	31,70
(xvi) Die rofmaak van sole.....	20,41	22,45
(xvii) Die rofmaak van boeler.....	20,41	22,45
(xviii) Die gladsny van rande.....	20,41	22,45
(xix) Eksudaatverwydering en/of naatpoetsing van stewels wat gegiet is.....	20,41	22,45
(xx) Die insit van veters.....	20,41	22,45
(xxi) Die uittrek en sortering van leeste.....	20,41	22,45
(xxii) Die regsny van voerings.....	20,41	22,45
(xxiii) Boeler rol.....	20,41	22,45
(xxiv) Steunstukke sny en/of insit.....	20,41	22,45
(xxv) Poets.....	20,41	22,45
(xxvi) Skoonmaak.....	20,41	22,45
(xxvii) Nommers op voerings stempel.....	20,41	22,45
(xxviii) Trolleer vir outoklaaf laai.....	20,41	22,45
(xxix) Pare uitsoek.....	20,41	22,45
(xxx) Deurlopende binnesole of bedekkings vir binnesole vassit.....	20,41	22,45
(xxxi) Alle werksaamhede nie hierbo in (i) tot (xxx) gespesifiseer nie.....	20,41	22,45
(xxxii) Algemene arbeider.....	19,13	21,05

B.—OTHER FOOTWEAR WITHIN THIS SECTION

	Column A Per week R	Column B Per week R
Qualified employees on:		
(i) Upper cutting department:		
Group 1:		
Marking and/or cutting (from canvas or fabric).....	38,47	42,31
Group 2:		
Assisting clicker.....	21,28	23,41
Marking and/or cutting (from rubber and/or canvas impregnated with rubber) gum boots.....	21,28	23,41
Size marking.....	21,28	23,41
(ii) Closing Department:		
Group 3:		
Attaching stays.....	21,28	23,41
Size stamping on linings.....	21,28	23,41
Thread trimming.....	21,28	23,41
All other closing room operations, including eyeletting, perforating and skiving	23,19	25,51
(iii) Bottom Stock Department:		
Group 4:		
Sole cutting from rubber by press or by hand.....	31,71	34,87
Group 5:		
Cutting or extruding blanks for the moulding of soles and/or heels.....	23,03	25,35
Group 6:		
All other press cutting operations.....	22,35	24,59
(iv) Making Department:		
Group 7:		
Applying insole filler.....	21,28	23,41
Size stamping insole.....	21,28	23,41
Hand lasting, rubbersole attaching by hand.....	21,28	23,41
Vulcanising soles to uppers.....	21,28	23,41
Solutioning by hand or machine.....	21,28	23,41
Assembling.....	22,35	24,59
Direct moulding (including injection moulding) of soles to canvas uppers	24,72	27,19
String lasting.....	24,72	27,19
Lasting operations on a Kamborian machine.....	31,04	34,14
Lasting seats and sides by any machine	34,53	37,98
Combined pulling over and forepart lasting.....	43,29	47,62
(v) Group 8:		
Hobnailing by hand or machine.....	28,82	31,70
(vi) Group 9:		
Attaching back strip.....	21,28	23,41
Attaching foxing.....	21,28	23,41
Attaching insole.....	21,28	23,41
Attaching lining to upper.....	21,28	23,41
Cementing.....	21,28	23,41
Cleaning soles.....	21,28	23,41
Cutting foxing.....	21,28	23,41
Feeding conveyor.....	21,28	23,41
Granulating.....	21,28	23,41
Inserting toe puffs.....	21,28	23,41
Rolling uppers.....	21,28	23,41
Slipping lasts.....	21,28	23,41
Sole rolling.....	21,28	23,41
Supplying lasts.....	21,28	23,41
Trimming uppers.....	21,28	23,41
Mass-measuring pellets for direct moulding.....	21,28	23,41
Wheeling.....	21,28	23,41
Checking and repairing.....	22,35	24,59
Edge scouring.....	22,35	24,59
Silk screen printing.....	22,35	24,59
(vii) Any operations not specified in (i) to (vi) above.....	21,28	23,41
(viii) General labourer.....	20,40	22,44

B.—ANDER SKOEISEL IN HIERDIE SEKSIE

	Kolom A Per week R	Kolom B Per week R
Gekwalifiseerde werknemers in diens:		
(i) In die Boleersnyafdeling:		
Group 1:		
Merk en/of sny (uit seildoek of kledstof).....	38,47	42,31
Group 2:		
Snyer bystaan.....	21,28	23,41
Merk en/of sny (uit rubber en/of seildoek met rubber geïmpregneer) van rubberstewels.....	21,28	23,41
Nommers merk.....	21,28	23,41
(ii) In die Stikafdeling:		
Group 3:		
Steunstukke vassit.....	21,28	23,41
Nommers op voerings stempel.....	21,28	23,41
Drade afknip.....	21,28	23,41
Alle ander stikkamerwerkzaamhede, met inbegrip van die maak van vetergate, perforeer- en skaafwerk.....	23,19	25,51
(iii) In die Onderwerkafdeling:		
Group 4:		
Die sny van sole uit rubber met 'n pers of met die hand.....	31,71	34,87
Group 5:		
Die sny of uitpers van ru-stukke vir die giet van sole en/of hakke.....	23,03	25,35
Group 6:		
Alle ander perssnywerkzaamhede.....	22,35	24,59
(iv) In die Maakafdeling:		
Group 7:		
Vulmateriaal vir binnesole aanbring.....	21,28	23,41
Nommers op binnesole stempel.....	21,28	23,41
Handleeswerk, die vassit van rubbersole met die hand.....	21,28	23,41
Sole aan boleer vulkaniseer.....	21,28	23,41
Rubberlym met die hand of 'n masjien aanbring.....	21,28	23,41
Montering.....	22,35	24,59
Regstreekse giet (met inbegrip van spuitgieting) van sole aan seilboleer.....	24,72	27,19
Op lees met tou vaswerk.....	24,72	27,19
Leeswerk op 'n Kamborian-masjien.....	31,04	34,14
Leeswerk van beddings en kante met enige soort masjien.....	34,53	37,98
Gekombineerde oortrek- en puntleeswerk	43,29	47,62
(v) Group 8:		
Dikkopspykers met die hand of masjien inslaan.....	28,82	31,70
(vi) Group 9:		
Agterstrook vassit.....	21,28	23,41
Sierstrookies vassit.....	21,28	23,41
Binnesool vassit.....	21,28	23,41
Voering aan boleer vassit.....	21,28	23,41
S mentering.....	21,28	23,41
Sole skoonmaak.....	21,28	23,41
Sierstrookies sny.....	21,28	23,41
Vervoerband voer.....	21,28	23,41
Granulering.....	21,28	23,41
Neusverstyvers insit.....	21,28	23,41
Boleer rol.....	21,28	23,41
Leeste uittrek.....	21,28	23,41
Sole rol.....	21,28	23,41
Leeste verskaf.....	21,28	23,41
Boleer regsny.....	21,28	23,41
Die massameet van pastille vir regstreekse giet.....	21,28	23,41
Latbeddingsdraaiwerk.....	21,28	23,41
Nagaan en herstel.....	22,35	24,59
Rande skuur.....	22,35	24,59
Syskermdrukwerk.....	22,35	24,59
(vii) Werkzaamhede nie in (i) tot (vi) hierbo gespesifiseer nie.....	21,28	23,41
(viii) Algemene arbeider.....	20,40	22,44

(2) LEARNERS EMPLOYED ON OPERATIONS REFERRED TO IN SUBCLAUSE (1) A AND (1) B (EXCLUDING GENERAL LABOURERS)

	Column A	Column B
	Per week R	Per week R

- (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.....	11,48	12,63
Second three months.....	12,75	14,03
Third three months.....	14,03	15,44
Fourth three months.....	15,30	16,83
Fifth three months.....	16,58	18,24

Thereafter, the prescribed rate.

- (ii) Other learners:

According to experience:

First six months.....	11,48	12,63
Second six months.....	12,75	14,03
Third six months.....	14,03	15,44
Fourth six months.....	15,30	16,83
Fifth six months.....	16,58	18,24

Thereafter, the prescribed rate.

(3) RATIOS

(a) Before a learner may be employed on any of the operations referred to in subclause (1) A, one qualified employee shall be employed and for every one qualified employee so employed, not more than two learners may be employed.

(b) Before a learner may be employed in any of the nine groups of operations referred to in subclause (1) B, one qualified employee shall be employed in that group and for every one qualified employee so employed, not more than two learners may be employed.

(4) 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.

(5) MILK

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

CLAUSE 3.—SLIPPERS, THE UPPERS OF WHICH ARE MADE OF MATERIALS OTHER THAN LEATHER**(1) WAGES**

	Column A	Column B
	Per week R	Per week R

Qualified employees on:

A. Upper Cutting Department:

Upper cutting.....	31,26	34,39
Sock cutting and/or lining cutting.....	24,26	26,68
Upper assembling and/or marking and/or stamping.....	22,32	24,55

B. Machining Department:

(i) Toe caps, collars, seams, binding, buttonholing, buttoning, tongues, socks, pads.....	22,96	25,25
(ii) Machining of uppers, socks, pads and soft soles together.....	25,25	27,78
(iii) Machining elastic bound edges of uppers to soft soles.....	27,17	29,89

C. Rough Stuff Department:

(i) Sole cutting (all types).....	32,89	36,19
(ii) Insole cutting and lift and top-piece cutting.....	22,96	25,25
(iii) Stamping.....	22,32	24,55
(iv) Heel covering.....	22,32	24,55

D. Making Department:

(i) Slipper turn-sewing.....	32,89	36,19
(ii) Steaming and blocking into shape:		
(a) Felt work.....	25,25	27,78
(b) Leather work, fabric Cubans.....	27,02	29,72

(2) LEERLINGE IN DIENS IN VERBAND MET WERKSAAMHEDE IN SUBKLOUSULE (1) A EN (1) B BEDOEL (UITGESONDERD ALGEMENE ARBEIDERS)

	Kolom A	Kolom B
	Per week R	Per week R

- (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.....	11,48	12,63
Tweede drie maande.....	12,75	14,03
Derde drie maande.....	14,03	15,44
Vierde drie maande.....	15,30	16,83
Vyfde drie maande.....	16,58	18,24

Daarna, die voorgeskrewe loon.

- (ii) Ander leerlinge:

Volgens ondervinding:

Eerste ses maande.....	11,48	12,63
Tweede ses maande.....	12,75	14,03
Derde ses maande.....	14,03	15,44
Vierde ses maande.....	15,30	16,83
Vyfde ses maande.....	16,58	18,24

Daarna, die voorgeskrewe loon.

(3) GETALSVIRHOUDINGS

(a) Voordat 'n leerling in diens geneem mag word vir enigeen van die werksaamhede in subklausule (1) A bedoel, moet daar een gekwalifiseerde werknemer in diens wees, en vir elke een gekwalifiseerde werknemer wat aldus in diens is, mag hoogstens twee leerlinge in diens geneem word.

(b) Voordat 'n leerling in diens geneem mag word vir enigeen van die nege groepe werksaamhede in subklausule (1) B bedoel, moet een gekwalifiseerde werknemer in daardie groep in diens wees, en vir elke een gekwalifiseerde werknemer wat aldus in diens is, mag hoogstens twee leerlinge in diens geneem word.

(4) DIFFERENSIËLE WERK

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

(5) MELK

Daar moet 'n halwe liter melk per dag verskaf word aan alle werknemers in die meulkamer en alle werknemers wat pers-snywerksaamhede verrig.

KLOUSULE 3.—PANTOFFELS, WAARVAN DIE BOLEER VAN ANDER STOWWE AS LEER GEMAAK IS**(1) LONE**

	Kolom A	Kolom B
	Per week R	Per week R

Gekwalifiseerde werknemers in diens vir:

A. Boleersnyafdeling:

Sny van bolear.....	31,26	34,39
Sny van binnesole en/of sny van voerings	24,26	26,68
Inmeakaarsit en/of merk en/of stempel van bolear.....	22,32	24,55

B. Masjienstikafdeling:

(i) Neuse, krae, nate, omboorsel, tonge, binnesole en stopsels vasstik, knoopsgate maak en knope aanwerk.....	22,96	25,25
(ii) Boleer, binnesole, stopsels en sagte sole met 'n masjien aanmeakaarsit.....	25,25	27,78
(iii) Gomlastiekgebonde rande van bolear aan sagte sole met masjien vasstik...	27,17	29,89

C. Sool-en-hakafdeling:

(i) Die sny van sole (alle tipes).....	32,89	36,19
(ii) Die sny van binnesole, haklagies en bo-stukke.....	22,96	25,25
(iii) Stempelwerk.....	22,32	24,55
(iv) Hakke bedek.....	22,32	24,55

D. Maakafdeling:

(i) Omkeernaaiwerk aan pantoffels.....	32,89	36,19
(ii) Fatsoenering met stoom en uitklophamer:		
(a) Viltwerk.....	25,25	27,78
(b) Leerwerk, Kubaanse hakke van kledestof.....	27,02	29,72

	Column A Per week R	Column B Per week R
(iii) Stuck-on process:		
(a) Hand lasting.....		
Sole roughening.....		
Sole positioning on upper and press operating in one operation.....	26,17	28,79
Sole positioning on upper at fore- part seat before pressing.....		
Press operating with sole previously positioned.....		
(b) Soling operations.....	22,96	25,25
(c) Sole and insole tacking.....	22,96	25,25
(iv) Vulcanising soles to lasted uppers.....	26,17	28,79
(v) Slugging.....	22,96	25,25
(vi) Channelling.....		
Hand levelling.....	22,96	25,25
Heel attaching.....		
Tacking backs.....		
(vii) Slipper turning.....	20,41	22,45
(viii) Fetching and putting away lasts.....	22,32	24,55
(ix) Inserting heel pads.....	22,96	25,25
(x) Conveyor operating.....	22,32	24,55
E. Finishing Department:		
Edge trimming.....	32,08	35,28
Edge setting.....	24,42	26,85
Heel trimming.....	23,58	25,93
Scouring operations.....	22,96	25,25
Inking, staining and brushing.....	22,96	25,25
Slipping uppers.....	22,32	24,55
F. Shoe Room Department:		
Examining.....	25,25	27,78
All other shoe room operations.....	22,32	24,55

(2) LEARNERS

According to experience:

First six months.....	11,48	12,63
Second six months.....	13,26	14,59
Third six months.....	15,18	16,70
Fourth six months.....	17,22	18,94
Fifth six months.....	19,39	21,33
Sixth six months.....	21,68	23,85
Seventh six months.....	24,23	26,66
Eighth six months.....	27,43	30,16

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.....	19,13	21,05
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(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 that 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 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.

CLAUSE 4.—“PLATNATE” AND “DOPPERS”

Notē.—“Platnate” and “doppers” mean footwear wholly or mainly stitched by hand with riempie or pitch thread.

	Kolom A Per week R	Kolom B Per week R
(iii) Vasplakproses:		
(a) Handleeswerk.....		
Die rofmaak van sole.....		
Sool in posisie plaas op bolear en tegykertyd 'n pers bedien.....	26,17	28,79
Sool in posisie plaas op bolear by voorkantakbedding voordat perswerk verrig word.....		
'n Pers bedien, waar die sole vooraf in posisie geplaas is.....		
(b) Rubberlymwerk.....	22,96	25,25
(c) Vasspyker van sole en binnesole..	22,96	25,25
(iv) Vulkanisering van sole op geleeste bo- lear.....	26,17	28,79
(v) Spykerwerk.....	22,96	25,25
(vi) Groefsnwywerk.....		
Gelykmaak met die hand.....	22,96	25,25
Vassit van hakke.....		
Vasspyker van agterstukke.....		
(vii) Omkeer van pantoffels.....	20,41	22,45
(viii) Leeste gaan haal en bêre.....	22,32	24,55
(ix) Hakkussinkies insit.....	22,96	25,25
(x) Vervoerbande bedien.....	22,32	24,55
E. Afwerkafdeling:		
Gladnsy van rande.....	32,08	35,28
Afwerk van rande.....	24,42	26,85
Afwerk van hakke.....	23,58	25,93
Skuurwerksaamhede.....	22,96	25,25
Inkwerk, beitswerk en borselwerk.....	22,96	25,25
Bolear van lees afhaal.....	22,32	24,55
F. Skoenkamerafdeling:		
Nasienwerk.....	25,25	27,78
Alle ander skoenkamerwerksaamhede...	22,32	24,55

(2) LEERLINGE

Volgens ondervinding:

Eerste ses maande.....	11,48	12,63
Tweede ses maande.....	13,26	14,59
Derde ses maande.....	15,18	16,70
Vierde ses maande.....	17,22	18,94
Vyfde ses maande.....	19,39	21,33
Sesde ses maande.....	21,68	23,85
Sewende ses maande.....	24,23	26,66
Agste ses maande.....	27,43	30,16

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

(3) ALGEMENE ARBEIDERS

Algemene arbeiders.....	19,13	21,05
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(4) GETALSVERHOUDING

Vir elke een gekwalifiseerde werknemer wat die werksaamhede gespesifiseer in subklousule (1) hiervan verrig, mag 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 kan 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 die hele tyd gedurende daardie week gewerk, uitsluitlik 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) WAGES

	Column A Per week R	Column B Per week R
Qualified employees on:		
(i) Clicking.....	30,38	33,40
(ii) Machining by power.....	17,38	19,11
Machining other than by power.....	15,24	16,75
Other closing room operations.....	17,38	19,11
(iii) Sole cutting by power.....	35,94	39,53
Sole cutting other than by power.....	21,66	23,83
(iv) Pulling over by hand and/or hand-lasting	21,66	23,83
Stitching by hand.....	15,24	16,75
(v) Edge trimming by power.....	30,38	33,40
Edge trimming other than by power.....	21,66	23,83
(vi) Pairing and/or size marking.....	15,24	16,75
(vii) Any operation other than those specified in (i) to (vi) hereof.....	21,66	23,83

(2) LEARNERS

According to experience:

First six months.....	11,48	12,63
Second six months.....	12,75	14,03
Third six months.....	14,03	15,44
Fourth six months.....	15,30	16,83
Fifth six months.....	16,58	18,24

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

	Column A Per week R	Column B Per week R
General labourers.....	19,13	21,05

(4) RATIO

For every three employees receiving not less than R15,24 per week, there may be employed not more than one employee at a wage less than R15,24 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 during that week solely on the higher or highest rated of those operations.

(1) LONE

	Kolom A Per week R	Kolom B Per week R
Gekwalifiseerde werknemers in diens vir:		
(i) Uitsnywerk.....	30,38	33,40
(ii) Kragmasjienwerk.....	17,38	19,11
Masjienwerk, uitgesonderd kragmasjien- werk.....	15,24	16,75
Ander werksaamhede in die stikafdeling..	17,38	19,11
(iii) Soolsnywerk met kragmasjien.....	35,94	39,53
Soolsnywerk, uitgesonderd met 'n krag- masjien.....	21,66	23,83
(iv) Oortrek met die hand en/of handleeswerk	21,66	23,83
Stikwerk met die hand.....	15,24	16,75
(v) Randafwerking met kragmasjien.....	30,38	33,40
Randafwerking, uitgesonderd met 'n kragmasjien.....	21,66	23,83
(vi) Pare uitsoek en/of nommers merk.....	15,24	16,75
(vii) Alle werksaamhede uitgesonderd dié ge- spesifiseer in (i) tot (vi) hiervan.....	21,66	23,83

(2) LEERLINGE

Volgens ondervinding:

Eerste ses maande.....	11,48	12,63
Tweede ses maande.....	12,75	14,03
Derde ses maande.....	14,03	15,44
Vierde ses maande.....	15,30	16,83
Vyfde ses maande.....	16,58	18,24

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

	Kolom A Per week R	Kolom B Per week R
Algemene arbeiders.....	19,13	21,05

(4) GETALSVERHOUDING

Vir elke drie werknemers wat minstens R15,24 per week ontvang, mag hoogstens een werknemers teen 'n loon van minder as R15,24 per week in diens geneem word.

(5) DIFFERENSIËLE WERK

'n Gekwalifiseerde werknemers 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 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 (4) (a) of Part II and clauses 2 (5), 3 (5) and 4 (5) of Annexure A of the Agreement for the Footwear Section of the Leather Industry.]

DIFFERENTIAL WAGE BOOK

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

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

This Agreement signed at Port Elizabeth on behalf of the parties on this 26th day of April, 1976.

A. G. EVERINGHAM, Member of the Council.

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

A. S. YOUNG, General Secretary.

[Kyk klousule 3 (4) (a) van Deel II en klousules 2 (5), 3 (5) en 4 (5) van Aanhangsel A van die Ooreenkoms vir die Skoeiselseksie van die Leernywerheid.]

DIFFERENSIËLE LOONBOEK

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

[illegible]

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

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

Hierdie Ooreenkoms namens die partye op hede die 26ste dag van April 1976 te Port Elizabeth 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. 1013

18 June 1976

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA

I, Stephanus Petrus Botha, 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. 1012 and R. 1014 of 18 June 1976, 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.

S. P. BOTHA, Minister of Labour.

No. R. 1014

18 June 1976

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—TANNING SECTION

I, Stephanus Petrus Botha, 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 1976 and for the period ending 30 June 1977, 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, 18, 22 and 23 (1) and (2) shall be binding, with effect from 1 July 1976 and for the period ending 30 June 1977, 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 areas specified in clause 2 (1) (b) of the Agreement; and

No. R. 1013

18 Junie 1976

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

LEERNYWERHEID, REPUBLIEK VAN SUID-
AFRIKA

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkomste en kennisgewings in verband met die Leernywerheid, gepubliseer by Goewermentskennisgewings R. 1012 en R. 1014 van 18 Junie 1976, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

No. R. 1014

18 Junie 1976

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-
AFRIKA.—LOONSEKSIE

Ek, Stephanus Petrus Botha, 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 1976 en vir die tydperk wat op 30 Junie 1977 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 Ooreenkomst, uitgesonderd dié vervat in klousules 2 (1) (a), 3, 18, 22 en 23 (1) en (2), met ingang van 1 Julie 1976 en vir die tydperk wat op 30 Junie 1977 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 gebiede gespesifiseer in klousule 2 (1) (b) van die Ooreenkomst; en

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 2 (1) (b) of the Agreement and with effect from 1 July 1976 and for the period ending 30 June 1977, the provisions of the Agreement, excluding those contained in clauses 2 (1) (a), 3, 4 (3) (e), 18, 22 and 23, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.—TANNING SECTION

AGREEMENT

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

(a) South African Tanning Employer's Organisation; and

(b) Transvaal Footwear, Tanning and Leather Trades' Association

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

(c) National Union of Leather Workers; and

(d) Transvaal Leather and Allied Trades Industrial Union

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

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

PROVISIONS APPLICABLE TO THE TANNING SECTION OF THE LEATHER INDUSTRY

1. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purposes of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 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 06h00 and 18h00;

"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 06h00 and 18h00;

(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), 18, 22 en 23, met ingang van 1 Julie 1976 en vir die tydperk wat op 30 Junie 1977 eindig, in die gebiede gespesifiseer in klousule 2 (1) (b) van die Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEER-NYWERHEID VAN SUID-AFRIKA.—LOOISEKSIE

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die—

(a) South African Tanning Employers' Organisation

(b) Transvaal Footwear, Tanning and Leather Trades' Association

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

(c) National Union of Leather Workers,

en

(d) Transvaal Leather and Allied Trades Industrial Union

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Leer-nywerheid 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, 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;

"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 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 of artikel 2 (7) of artikel 7 (3) van genoemde Wet aan hom uitgereik is;

"assistent-magesynmeester en/of assistent-pakhuisman" 'n werknemer wat onder toezig van 'n magesynmeester en/of pakhuisman uitsluitlik of hoofsaaklik een of meer van die werksaamhede verrig wat in die omskrywing van "magesynmeester en/of pakhuisman" 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 vir 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 06h00 en 18h00 persele of eiendom bewaak;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die ontvangs van goedere in of uit 'n magasyn of pakhuis of van afdelings af vir versending of aflewering, en wat verantwoordelik 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 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 06h00 en 18h00 val;

"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 18h00 and 06h00;

"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 manufacturing 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 manufacturing 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;

(6) for the manufacture of handbags from materials other than leather, in establishments in which leather goods referred to in paragraph (1) are not manufactured, but excluding the manufacture of handbags—

(a) wholly or mainly from metal;

(b) form cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material a constituent part of which is cardboard and/or paper and/or any constituent of paper;

(c) wholly or mainly from plastics other than plastic sheeting material;

(7) for the manufacture, wholly or mainly from leather, of footballs, punchballs, netball balls and boxing gloves;

"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;

"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 18h00 en 06h00 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 tydperk of tydperke, hetsy voor of na die datum waarop hierdie Ooreenkoms in werking tree, wat 'n werknemer in die Nywerheid werksaam was;

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

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

(2) houters was of skoonmaak;

(3) grondstowwe, vervaardigde of halvervaardigde produkte, masjinerie, uitrusting, gereedskap, gerei of ander artikels dra, verskuif en/of opstapel;

(4) voertuie of houters 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 drank 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) dokumentasse, tasse en alle ander houters ontwerp om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;

(c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegerië, militêre uitrusting (uitgesonderd klerasie), damesakke, inkoopsakke, breisakke, Bantoetasse van die tipe algemeen bekend as "Xhosasakke", notebeurse, beursies, horlosiebande, poisbande, 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 enigen 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 vermeld in paragraaf (1): 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 uit leer, vesel, hout, doek, seildoek of kleedstof, of enige kombinasie daarvan;

(6) vir die vervaardiging van handsakke uit ander materiaal as leer in bedryfsinrigtings waarin leergoedere in paragraaf (1) bedoel, nie vervaardig word nie, maar uitgesonderd die vervaardiging van handsakke—

(a) geheel en al of hoofsaaklik uit metaal;

(b) uit karton (geriffel al dan nie) en/of papier of 'n samestelling van papier en/of 'n soortgelyke materiaal waarvan enige bestanddeel karton en/of papier en/of 'n bestanddeel van papier is;

(c) geheel en al of hoofsaaklik uit plastiek, uitgesonderd plastiekbladmateriaal;

(7) vir die vervaardiging, geheel en al of hoofsaaklik uit leer, van voetballe, slaanballe, netbalballe en bokshandskoene;

"motovoertuig" 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere en ten opsigte waarvan 'n motortransportertifikaat of 'n vrystellingstifikaat ingevolge die Motortransportwet, 1930, vereis word;

"night watchman" means an employee who is engaged in guarding premises or property between the hours of 18h00 and 06h00;

"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;

"plastics" means any one of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular mass and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat and pressure;

"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 Tanning Section of the Leather Industry—

(a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions who are engaged or employed therein; and

(b) in the Magisterial Districts of The Cape, Wynberg, Paarl, Stellenbosch, Oudtshoorn, Wellington, Mossel Bay, George, Uitenhage, Kirkwood, Barberton, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Tvl), Brits, White River, Witbank, Nigel, Germiston and Bloemfontein.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only 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 1977 or such period as may be determined by him.

4. WAGES AND RATES

(1) (a) (i) Subject to the provisions of clauses 6 and 20, no employer shall pay and no employee shall accept remuneration at rates less than those prescribed in Column A of subclause (6) in respect of any operation performed by such employee and every employer shall further comply with any ratio of other conditions prescribed in this Agreement.

(ii) In the event of an employee not absenting himself from work on any day for any reason, other than on the instructions or at the request of or with the consent of the employer, or on account of illness, the wages due to him for that week shall,

"nagwag" 'n werknemer wat tussen die ure 18h00 en 06h00 persele of eindom 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;

"plastiek" enigeen van die groep materiale wat uit 'n organiese stof met 'n hoë molekulêre massa bestaan of dit as noodsaaklike bestanddeel bevat en wat, hoewel dit in die voltooide toestand 'n vaste stof, is, in een of ander stadium tydens die vervaardiging daarvan in verskillende fatsoene gegiet, gekalandeër, deurgedruk of gevorm is of kan word deur vloei, gewoonlik deur die aanwending van hitte en druk, afsonderlik of gesamentlik;

"loonvrag" die "netto dravermoë" of "netto vrag" wat 'n voertuig mag dra of trek ooreenkomstig '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 enige assistent-sekretaris van die raad;

"korttyd" 'n tydelike vermindering van die getal gewone werkers weens 'n tekort aan werk en/of grondstowwe of 'n algemene onklaarraking van uitrusting of masjienerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand;

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

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

2. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Looiseksie van die Leernywerheid—

(a) deur alle werkgewers wat lede van die werkgewers-organisasies is en deur alle werknemers wat lede van die vakverenigings is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is; en

(b) in die landdrostrikte Die Kaap, Wynberg, Paarl, Stellenbosch, Oudtshoorn, Wellington, Mosselbaai, George, Uitenhage, Kirkwood, Barberton, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Tvl.), Brits, Witrivier, Witbank, Nigel, Germiston en Bloemfontein.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone voorgeskryf word en op die werkgewers van sodanige werknemers.

3. DATUM VAN INWERKINGTREDDING EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet bepaal en bly van krag vir die tydperk eindigende 30 Junie 1977 of vir dié tydperk wat hy bepaal.

4. LONE EN LOONSKALE

(1) (a) (i) Behoudens klousules 6 en 20, mag geen lone laer as dié voorgeskryf in kolom A van subklousule (6) deur 'n werkgewer betaal en deur 'n werknemer aangeneem word ten opsigte van 'n werksaamheid wat deur so 'n werknemer verrig word nie, en elke werkgewer moet verder voldoen aan enige getalsverhouding of ander voorwaardes in hierdie Ooreenkoms voorgeskryf.

(ii) Ingeval 'n werknemer op enige dag nie om 'n ander rede as op las of op versoek of met toestemming van die werkgewer of weens siekte van die werk af wegbly nie, moet die loon wat vir daardie week aan hom verskuldig is, ondanks subparagraaf

notwithstanding the provisions of subparagraph (i), be deemed to be the amount reflected in Column B of subclause (6): Provided that in the case of absence owing to illness, the employer may require the employee to produce a certificate signed by a registered medical practitioner as proof of cause of absence: Provided further that an employee who arrives late for work and the time so lost does not exceed 15 minutes in the aggregate during any one week shall be deemed not to have absented himself from work.

(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 Insurance Fund.....
Sick Benefit Fund.....
Provident Fund.....
Insurance or pension funds.....
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.

(i), geag word die bedrag te wees wat in kolom B van subklousule (6) verskyn: Met dien verstande dat, in die geval van afwesigheid weens siekte, die werkgewer van die werknemer kan vereis om as bewys van die oorsaak van afwesigheid 'n sertifikaat onderteken deur 'n geregistreerde geneesheer voor te lê. Voorts met dien verstande dat 'n werknemer wat laat by die werk aankom nie geag word van die werk afwesig te gewees het nie as die tyd aldus verloor in 'n bepaalde week altesaam hoogstens 15 minute beloop.

(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 wekeliks 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 verseëde 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 inkpottlood 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.....
Werkloosheidsversekeringsfonds.....
Siektetystandfonds.....
Bystandfonds.....
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 tydperk van afwesigheid 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 regsproes ten behoeve van 'n werknemer moet 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, of individueel of by skriftelike kennisgewing opgeplak in die afdeling of afdelings 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 van die loon van 'n nagwag of 'n motorvoertuigdrywer gemaak word 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.

(7) WAGES

	Column A Per week R	Column B 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	43,47	47,88
(a) Learners, according to experience:		
First six months.....	23,10	25,41
Second six months.....	27,51	30,24
Third six months.....	30,66	33,81
Fourth six months.....	35,07	38,64
Fifth six months.....	38,43	42,21
Thereafter.....	43,47	47,88
(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.....	38,43	42,21
(a) Learners, according to experience:		
First six months.....	23,10	25,41
Second six months.....	28,77	31,71
Third six months.....	32,97	36,33
Thereafter.....	38,43	42,21

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..... 32,97 36,33
- Note.*—"Rounding" is the cutting up to of untanned hide into bends, bellies, shoulders or backs, but does not include cutting a hide into two sides;
- (ii) Employed as operator of a staking or buffing machine..... 30,87 34,02
- (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, oscillating knife, necking and wrinkle setting machines and employees employed as table-hands (other than first grade) who are using currier's tools or improvised currier's tools on any class of leather and who are using these aforementioned tools on pasting plants or vacuum drying plants, employees engaged on repairing defects in leather, mixing and matching of pigment finish colours, 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, pigmentation and seasoning leather by hand (brush or pad) and as lime yard hand fleshers..... 29,40 32,34
- (b) Learners under the age of 18 years employed on operations specified in paragraph (a) above:

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

(6) Geen bepaling in hierdie Ooreenkoms mag die uitwerking hê dat die 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 nie.

(7) LONE

	Kolom A Per week R	Kolom B 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.....	43,47	47,88
(a) Leerlinge, volgens ondervinding:		
Eerste ses maande.....	23,10	25,41
Tweede ses maande.....	27,51	30,24
Derde ses maande.....	30,66	33,81
Vierde ses maande.....	35,07	38,64
Vyfte ses maande.....	38,43	42,21
Daarna.....	43,47	47,88
(b) In elke looiery waarin daar 'n splitsmasjiene geïnstalleer is, moet minstens een splitter in diens wees wat die volle loon vermeld in A (i) hierbo ontvang.		
(ii) Bedieners van skaaf- en witmaakmasjiene	38,43	42,21
(a) Leerlinge volgens ondervinding:		
Eerste ses maande.....	23,10	25,41
Tweede ses maande.....	28,77	31,71
Derde ses maande.....	32,97	36,33
Daarna.....	38,43	42,21

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 spuit en werknemers wat opsniewerk doen... 32,97 36,33
- Opmerking.*—"Opsniewerk" beteken die opsniewe van ongelooide huide in rugsystukke, pensstukke, bladstukke of rugstukke, maar nie die opsniewe van die huid in twee systukke nie;
- (ii) in diens as bediener van 'n rek-en-breimasjiene of fynskuurmasjiene..... 30,87 34,02
- (iii) in diens as bediener van verglansmasjiene, alle tipes meetmasjiene, soolstofmeetmasjiene, sooluitrolmasjiene, hidrouliese perse, ontvleismasjiene, bevochtigingsmasjiene, setmasjiene, basfynmaalmasjiene, onthaarmasjiene, skraapmasjiene, nabehandelmingsmasjiene, oliemasjiene, wasmasjiene, borselmasjiene, spuitmasjiene, opstopmasjiene, gordynbekleemasjiene, stof-verwyderingsmasjiene, ossileermesse, nekvorms- en plooiemasjiene, 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 vakuumdrooginstallasies, werknemers wat gebreke in leer herstel, pigmentafwerkingskleur meng en pas, kleurstowwe pas, vierkante sny, suède met 'n borsel en/of skuurpapier bewerk, 'n splitter help om materiaal in die voorkant van 'n splitsmasjiene in 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 kussinkie) swart maak, vetsmeer, beits, pigmenteer en nabehandelen en diens doen as vleisskrapers wat die werk met die hand in 'n kalkskuur doen..... 29,40 32,34
- (b) Leerlinge onder die ouderdom van 18 jaar wat werksaamhede vermeld in paragraaf (a) hierbo verrig:

	Column A Per week R	Column B Per week R
According to experience:		
First six months.....	15,75	17,43
Second six months.....	17,85	19,53
Third six months.....	22,47	24,78
Thereafter, if employed under—		
(a) (i).....	32,97	36,33
(a) (ii).....	30,87	34,02
(a) (iii).....	29,40	32,34
(c) Learners of the age of 18 years or over employed on operations specified in paragraph (a) above:		
According to experience:		
First six months.....	22,47	24,78
Second six months.....	24,15	26,46
Thereafter, if employed under—		
(a) (i).....	32,97	36,33
(a) (ii).....	30,87	34,02
(a) (iii).....	29,40	32,34
<i>Ratio.</i> —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 skins with wool or hair on..	22,68	24,99
<i>Note.</i> —“Cobbing” means the trimming of the loose fleshings hanging from the edges of the hides after fleshing;		
(d) 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.....	22,05	24,36
(c) employed as general labourers.....	22,05	24,36
(d) employed on batch stamping of raw hides or skins.....	23,52	25,83
(ii) Employees under the age of 18 years....	16,59	18,27
<i>Note.</i> —All wages prescribed in paragraphs (i) and (ii) above are inclusive of a “dirt allowance” at the rate of 25c per week awarded by the Arbitrator in 1945. <i>Ratio.</i> —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 or shearing and/or combing	26,25	28,98
(b) Carding.....	26,25	28,98
(c) Stitching by machine.....	27,30	30,03
(d) Cutting to patterns.....	24,15	26,46
E. Welting, randing and lace cutting departments:		
(a) Operators of splitting, skiving, cutting, grooving and bevelling machines.....	27,30	30,03
(b) All other operations.....	22,68	24,99
F. (i) Storemen and/or warehousemen, despatch clerks.....	27,30	30,03
(ii) Assistant storeman and/or assistant warehousemen.....	25,41	27,93

	Kolom A Per week R	Kolom B Per week R
Volgens ondervinding:		
Eerste ses maande.....	15,75	17,43
Tweede ses maande.....	17,85	19,53
Derde ses maande.....	22,47	24,78
Daarna, indien in diens kragtens:		
(a) (i).....	32,97	36,33
(a) (ii).....	30,87	34,02
(a) (iii).....	29,40	32,34
(c) Leerlinge, 18 jaar oud of ouer, wat werksaamhede vermeld in paragraaf (a) hierbo verri:		
Volgens ondervinding:		
Eerste ses maande.....	22,47	24,78
Tweede ses maande.....	24,15	26,46
Daarna, indien in diens kragtens—		
(a) (i).....	32,97	36,33
(a) (ii).....	30,87	34,02
(a) (iii).....	29,40	32,34
<i>Getelsverhouding.</i> —Hoogstens een leerling wat minder as die volle loon voorgeskryf vir sy beroep 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 velle waaraan daar nog wol of hare is, regsny, sagskraap en/of die vleis daarvan afskraap....	22,68	24,99
<i>Opmerking.</i> —“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 aflaiwerk 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.....	22,05	24,36
(c) wat algemene arbeiders is.....	22,05	24,36
(d) wat rou huide of velle in lotte stempel	23,52	25,83
(ii) Werknemers onder die ouderdom van 18 jaar.....	16,59	18,27
<i>Opmerking.</i> —Alle lone in paragrawe (i) en (ii) hierbo voorgeskryf, sluit ’n “toelae vir vuilwerk” van 25c per week in wat in 1945 deur die Arbitrator toegeken is. <i>Getelsverhouding.</i> —Hoogstens twee werknemers onder die ouderdom van 18 jaar mag ongeskoolde werk in ’n bedryfsinrigting verrig.		
D. Wolvelverwerkingsmasjiene en werksaamhede nie elders vermeld nie:		
(a) Stryk en/of skeer en/of kam.....	26,25	28,98
(b) Kaarding.....	26,25	28,98
(c) Stikwerk met masjiene.....	27,30	30,03
(d) Snywerk volgens patrone.....	24,15	26,46
E. Afdelings vir die sny van randstrookies, hakstrookies en veters:		
(a) Bedieners van splits-, skaaf-, sny-, groef-sny- en afskuinsmasjiene.....	27,30	30,03
(b) Alle ander werksaamhede.....	22,68	24,99
F. (i) Magasynmeesters en/of pakhuismanne versendingsklerke.....	27,30	30,03
(ii) Assistent-magasynmeester en/of assistent-pakhuisman.....	25,41	27,93

	Column A Per week R	Column B Per week R
G. Motor vehicle drivers—		
employed on vehicles of a pay-load of up to and including 2 722 kg.....	28,77	31,71
employed on vehicles of a pay-load of over 2 722 kg but not exceeding 4 536 kg....	32,55	35,70
employed on vehicles of a pay-load of over 4 536 kg.....	35,91	39,48
H. Boiler attendant.....	23,52	25,83
I. Night watchmen.....	25,41	27,93
J. Day watchmen.....	23,52	25,83
K. Handymen.....	25,41	27,93
L. (a) Operations relating to the production of upholstery leather not elsewhere specified:		
(i) Marking and/or pattern cutting....	36,33	39,90
(ii) Cutting to patterns.....	32,97	36,33
(iii) Piece marking.....	23,52	25,83
(b) Learners employed on operations specified in paragraph (a) (i) above:		
First six months of experience.....	28,98	31,92
Second six months of experience.....	32,55	35,91
(c) Learners employed on the operation referred to in paragraph (a) (ii) above:		
First six months of experience.....	25,83	28,35
Second six months of experience.....	29,40	32,34

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

(b) The provisions of 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 22 April 1976 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 22 April 1976, and the wage which, on that date, was prescribed for the operation on which he was employed.

(b) For the purposes 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 work-day be required or permitted to work for an additional period not exceeding one and a quarter hours; or

G. Motorvoertuigdrywers—

	Kolom A Per week R	Kolom B Per week R
werksaam op voertuie met 'n loonvrag van tot en met 2 722 kg.....	28,77	31,71
werksaam op voertuie met 'n loonvrag van meer as 2 722 kg maar hoogstens 4 536 kg	32,55	35,70
werksaam op voertuie met 'n loonvrag van meer as 4 536 kg.....	35,91	39,48
H. Ketelbediener.....	23,52	25,83
I. Nagwag.....	25,41	27,93
J. Dagwag.....	23,52	25,83
K. Faktotum.....	25,41	27,93
L. (a) Werksaamhede in verband met die produksie van bekleedselleer wat nie elders vermeld word nie:		
(i) Merk- en/of patroonsnywerk.....	36,33	39,90
(ii) Snywerk volgens patrone.....	32,97	36,33
(iii) Stukmerkwerk.....	23,52	25,83
(b) Leerlinge wat die werksaamhede verrig wat in paragraaf (a) (i) hierbo vermeld word:		
Eerste ses maande ondervinding.....	28,98	31,92
Tweede ses maande ondervinding.....	32,55	35,91
(c) Leerlinge wat die werksaamhede verrig wat in paragraaf (a) (ii) hierbo bedoel word:		
Eerste ses maande ondervinding.....	25,83	28,35
Tweede ses maande ondervinding.....	29,40	32,34

(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 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 na eie goeddunke die besoldiging betaal wat opgehoop 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 22 April 1976 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 22 April 1976 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 oortydwerk 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 etensye, in 'n enkele week te werk nie; of

(b) langer as agt uur, uitgesonderd etensye, 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) 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 18h00 and 06h00; or

(ii) after 13h00 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 on day work and less than 38 hours in the case of an employee engaged on night work shall, for the purposes of clause 4 (1) (b) be deemed to have worked 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 further 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.

(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 oortydure uit te maak nie; of

(d) as dit 'n vrou is—

(i) tussen 18h00 en 06h00 te werk nie; of

(ii) na 13h00 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 in klousule 7 (8) (a) bedoel 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 hoogstens 72 uur per week wees 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, hoogstens 38 uur in 'n bepaalde week wees: 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 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 aanvangs- en uitskeityd 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 aanvangstyd 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 Saterdag, 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 rustpouses nie na te kom nie, daar van sodanige rustpouse of rustpouses 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 rustpouses geneem word nie, nogtans geag word deel van die gewone werkure uit te maak en daarvoor betaal word asof sodanige rustpouses nagekom is.

(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 proved 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 Buildings Work Act, 1941, in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

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

(a) on any day from Monday to Friday and/or Saturday morning inclusive, his hourly wage, plus 33½ 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 purposes 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;

(9) As werknemers aan die einde van werktyle moet "uitklok", moet die werkgever 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. OORTYDWEK

(1) Ondanks klousules 5 (1) (a) en (b) en 5 (4), en behoudens hierdie klousule, kan 'n werkgever van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk, in 'n bepaalde week, van hoogstens—

(a) tien uur; of

(b) 'n getal ure (wat meer as 10 kan wees) wat die Raad vasgestel het in 'n skriftelike kennisgewing aan die werkgever, 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 werkgever 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 Fabriek, 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 werkgever die werknemer op die vorige dag kennis daarvan gegee het.

(3) Behoudens subklousule (4) hiervan, moet 'n werknemer, uitgesonderd 'n nagwak, vir elke uur of gedeelte van 'n uur wat hy voor sy gewone aanvangstyd of na sy gewone uitskeityd werk, soos volg besoldig word:

(a) Sy uurloon plus 33½ persent indien hy werk op enige dag van Maandag tot en met Vrydag en/of Saterdagoggend;

(b) sy uurloon plus 50 persent indien hy werk 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 nagwak, 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 werkgever—

(a) die werknemer of 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) of 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 diens tydperk by die betrokke werknemer, naamlik die kortste tydperk, te deel deur die getal ure gewerk gedurende die tydperk waarvoor sodanige besoldiging betaal is.

(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 33½ 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.

(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 at the reasonable convenience of the employer: Provided that if such leave is not granted earlier, it shall be granted within three months of completion of the year of employment to which it relates: Provided further 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 immediately prior to the date from which his leave is granted or on which his employment is terminated, as the case may be; and the provisions of 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 working owing to illness or confinement;

(7) 'n Nagwag wat langer as 12 agtereenvolgende ure op diens is, moet vir sodanige ekstra tyd sy uurloon plus 33½ 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, een-vyfde 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-vyftes 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) 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 subklousule (1), moet 'n werkgewer aan 'n nagwag 21 agtereenvolgende kalenderdae verlof toestaan ten opsigte van elke voltooië tydperk van 12 maande diens en moet hy, voor of op die laaste werkdag voor dat 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 toegestaan word wanneer dit die werkgewer redelikerwys pas: Met dien verstande dat indien sodanige verlof nie vroeër toegestaan word nie, dit toegestaan moet word binne drie maande na voltooiing van die diensjaar waarop dit betrekking het: Met dien verstande voorts 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 voltooië 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;

shall be deemed to be employment for the purposes 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 one-fifth of the normal weekly wage.

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

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

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

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

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

(10) 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.

(11) Notwithstanding anything to the contrary contained herein, the term "remuneration" shall, for the purposes of subclause (6), mean the wage prescribed in Column B of clause 4 (6) for the operation on which the employee is employed: Provided that if an employer regularly pays an employee an amount higher than that prescribed in the said Column B, it shall mean such higher amount: Provided further that the provisions of this subclause shall not apply to an employee engaged on piece-work in terms of clause 14.

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, every employer shall on each pay-day deduct 3c from the wages of each of his employees, and to the total of the amounts so deducted the employer shall add an equal amount and forward the total sum, not later than the seventh day of the following month, to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, 6056, 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.

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 werkgever 'n sertifikaat van 'n mediese praktisyn in te dien wat meld dat hy weens siekte nie kon werk nie, of op daardie deel van 'n totale tydperk van afwesigheid wat meer as 30 dae gedurende enige 12 maande diens beloop.

(8) (a) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag, Kersdag, Gesinsdag, Nuwejaarsdag en Republiekdag is vakansiedae met volle besoldiging: Met dien verstande dat as 'n werknemer op enigiene 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 enigiene 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 Gelofte-dag, Kersdag, Gesinsdag en Nuwejaarsdag, waarvoor hy nog nie besoldiging ontvang het nie, en die loon betaalbaar vir sodanige vakansiedae moet teen vier vyftendes van die gewone weekloon gereken word.

(9) Voordat 'n werkgever 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.

Die kennisgewings hierbo vermeld, moet skriftelik wees en die werkgever moet dit vertoon op 'n plek wat vir sy werknemers maklik toeganklik is.

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

(11) Ondanks andersluidende bepalings hierin, beteken die woord "besoldiging", vir die toepassing van subklousule (6), die loon voorgeskryf in Kolom B van klousule 4 (6) vir die werksaamheid waarvoor die werknemer in diens is: Met dien verstande dat indien 'n werkgever 'n werknemer gereeld 'n hoër bedrag betaal as dié in genoemde Kolom B voorgeskryf, dit dié hoër bedrag beteken: Voorts met dien verstande dat hierdie subklousule nie van toepassing is op 'n werknemer wat stukwerk ingevolge klousule 14 verrig nie.

8. WERKPLEK

(1) Geen werkgever 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 werkgever gedurende dieselfde werkweek werk nie.

9. FONDSE VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever op elke betaaldag 3c van die loon van elkeen van sy werknemers aftrek, by die totaal van die bedrae aldus afgetrek 'n gelyke bedrag voeg 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, 6056, of aan sodanige ander beampte as wat die Raad of Uitvoerende Komitee aanwys.

10. DIENSBEËINDIGING

(1) Behoudens subklousule (2), moet elke werknemer een week kennis van diensbeëindiging gee en moet elke werkgever 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) 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.

(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, 6056.

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.

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

(3) Hierdie klousule raak nie enige ooreenkoms wat vir 'n kennisgewingtydperk van langer as een week voorsiening maak nie: Met dien verstande dat die kennisgewingtydperk waarvoor 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 waarvoor 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 werkgever daarop geregtig om die dienskontrak summiër 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 werkgever 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 werkgever 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) Elke werkgever wat 'n polis ingevolge subklousule (1) uitneem 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 werkgever 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 werkgever is.

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

12. DIENSSERTIFIKATE

(1) Elke werkgever moet aan elke werknemer wat sy diens verlaat, by sy vertrek 'n dienssertifikaat in die vorm van Aanhangsel A uitreik. Sodanige sertifikaat moet agtereenvolgens genommer word en 'n kopie van elkeen moet deur die werkgever behou word en nog 'n kopie moet aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, 6056, 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 werkgever 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 toetreders tot die Nywerheid of 'n leerling is, moet die werkgever van hom vereis om 'n geboortesertifikaat of ander bewys van ouderdom te toon.

'n Werkgever 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 werkgever by die distrikskomitee (of waar daar geen distrikskomitee bestaan nie, by die Uitvoerende Komitee) aansoek doen om vrystelling van hierdie subklousule.

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 (7) 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 (7) A and B may not be reduced if he is employed in the same week on any of the operations specified in clause 4 (7) 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 (7) C (i) and (ii) shall be paid at the higher rate prescribed for the operation or occupation.

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

14. PIECE-WORK

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

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

(b) the piece-work rates either as recommended by the District Committee or otherwise 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.

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 (7) 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 elke 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 (7) A en B verrig, mag nie verminder word nie as hy in dieselfde week enigeen van die werksaamhede gespesifiseer in klousule 4 (7) 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 (7) C (i) en (ii) vermeld word, moet die hoër loon betaal word wat vir sodanige werksaamheid of beroep voorgeskryf 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. STUKWERK

(1) Geen stukwerkstelsel mag in enige bedryfsinrigting toegepas word nie, tensy en totdat—

(a) die betrokke distrikskomitee stukwerkklone aanbeveel het; en

(b) die stukwerkklone soos of deur die distrikskomitee of 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 stukwerkklone moet op so 'n grondslag ingestel word dat dit elke werknemer in staat stel om die voorgeskrewe minimumuurloon 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. LISENSIERING 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 Nywerheidsversoenings, 1956, en die voorgeskrewe besonderhede moet onder afdelingshoofde verskyn.

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.

20. EXEMPTIONS

(1) The Council or Executive Committee may, subject to the proviso to section 51 (3) of the Act, 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 acopy 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 the 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 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.

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

17. OORSKOENE, KLERE EN GEREEDSKAP

(1) Werkgewers moet beskermende klere en toestelle soos vereis by regulasie 18 van die regulasies ingevolge die Wet op Fabriek, 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 skoetsel 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 werkgever moet alle gereedskap kosteloos verskaf.

18. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Werkgewers moet aan enigen 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. VRYSTELLINGS

(1) Die Raad of Uitvoerende Komitee kan, behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, op aanbeveling van 'n distrikskomitee of uit eie beweging, enige persoon of persone om 'n afdoende rede vrystel van enigen 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 goeddink, nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystellingstifikaat 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 werkgever 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 werkgever 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 beambtes 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 werkwinkelvertegenwoordigers en/of 'n werkwinkelkomitee uit hul geledere aan te stel ooreenkomstig

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

MILITARIA

Militaria is a military-historical journal published quarterly by the Documentation Service of the South African Defence Force.

This illustrated journal contains articles on subjects as:

The Anglo Boer War and early South African military history.

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Source publication and book reviews of important military publications are included in most issues.

To date 23 editions of *Militaria* have been published.

Current copies of *Militaria* may be obtained from The Government Printer, Private Bag X85, Pretoria, 0001, at R1 (overseas R1,25) per copy. Copies of most back editions are still available.

MILITARIA

Militaria is 'n militêr-historiese tydskrif wat deur die Dokumentasiediens van die Suid-Afrikaanse Weermag op 'n kwartaalbasis uitgegee word.

Hierdie geïllustreerde tydskrif bevat artikels oor o.a.:

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Daar het reeds 23 uitgawes van *Militaria* verskyn.

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AGROPLANTAE

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Agronomy, Ecology, Agrostology, Genetics, Agricultural Botany, Landscape Management, Herbicides, Plant Physiology, Plant Production and Technology, Pomology, Horticulture, Pasture Science and Viticulture. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at 50 cents per copy or R2 per annum, post free (foreign 60 cents per copy or R2,40 per annum).

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The Onderstepoort Journal of Veterinary Research is printed by the Government Printer, Pretoria, and is obtainable from the Director, Division of Agricultural Information, Department of Agricultural Technical Services, Private Bag X144, Pretoria, 0001, to whom all communications should be addressed.

This publication is a continuation of the Reports of the Government Veterinary Bacteriologist of the Transvaal which date back to 1903 and of which 18 have appeared up to 1932. These were followed by 40 volumes of the Onderstepoort Journal. At present each volume comprises four numbers which are obtainable at R1,35 (overseas postage 10c extra) per number from the above address.

Directors of laboratories etc. desiring to exchange publications are invited to communicate with the Director, Veterinary Research Institute, P.O. Onderstepoort, 0110, Republic of South Africa.

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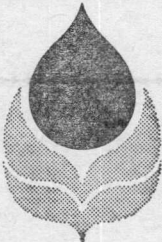
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