



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 2141.] [30 December 1960.

INDUSTRIAL CONCILIATION ACT, 1956.

LEATHER INDUSTRY, UNION OF SOUTH AFRICA—TANNING SECTION.

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

- (a) in terms of paragraph (a) of sub-section (1) of section forty-eight 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 from the 1st January, 1961, and for the period ending the 31st December, 1963, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- (b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions contained in the said Agreement excluding clauses 2 (a), 3, 19, 23 and 24 shall be binding from the 1st January, 1961, and for the period ending the 31st December, 1963, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Paarl, Stellenbosch, Wellington, Mossel Bay, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal) and Bloemfontein; and
- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Paarl, Stellenbosch, Wellington, Mossel Bay, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal) and Bloemfontein and from the 1st January, 1961, and for the period ending the 31st December, 1963, the provisions contained in the said Agreement excluding clauses 2 (a), 3, 4 (3) (e), 19, 23 and 24, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 2141.] [30 Desember 1960.

WET OP NYWERHEIDSVERSOENING, 1956.

LEERNYWERHEID, UNIE VAN SUID-AFRIKA.—LEERLOOI-AFDELING.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Leerlooi-afdeling van die Leernywerheid betrekking het, vanaf 1 Januarie 1961 en vir die tydperk wat op 31 Desember 1963 eindig, bindend is vir die werkgewersorganisasie en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet dat die bepalings in genoemde Ooreenkoms vervat, uitgesonderd klousules 2 (a), 3, 19, 23 en 24 vanaf 1 Januarie 1961 en vir die tydperk wat op 31 Desember 1963 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte die Kaap, Wynberg, Paarl, Stellenbosch, Wellington, Mosselbaai, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal) en Bloemfontein; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet dat die bepalings in genoemde Ooreenkoms vervat, uitgesonderd klousules 2 (a), 3, 4 (3) (e), 19, 23 en 24 vanaf 1 Januarie 1961 en vir die tydperk wat op 31 Desember 1963 eindig, in die landdrosdistrikte die Kaap, Wynberg, Paarl, Stellenbosch, Wellington, Mosselbaai, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal) en Bloemfontein *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enigeen van sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

AGREEMENT

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

- (a) The South African Tanning Employers' Organisation; (hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and
 (b) The National Union of Leather Workers;
 (c) The Transvaal Leather and Allied Trades' Industrial Union; (hereinafter referred to as "the employees" or "the trade unions"), of the other part,
 being parties to the National Industrial Council of the Leather Industry of South Africa.

PROVISIONS APPLICABLE TO THE TANNING SECTION OF THE LEATHER INDUSTRY.

1. DEFINITIONS.

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

- "Act" means the Industrial Conciliation Act, 1956, as amended;
 "adult" means any employee, other than an apprentice, of the age of 21 years or over;
 "apprentice" means an employee who is bound by written contract of apprenticeship, registered or deemed to have been registered, under the provisions of the Apprenticeship Act, 1944, as amended;
 "assistant storeman and/or assistant warehouseman" means an employee who, under the supervision of a storeman and/or warehouseman, is wholly or mainly engaged in performing one or more of the operations referred to in the definition of "storeman and/or warehouseman";
 "Council" means the National Industrial Council of the Leather Industry of South Africa, registered in terms of section two of Act No. 11 of 1924, as amended, and deemed to have been registered under the Industrial Conciliation Act, 1956, as amended;
 "despatch clerk" means an employee who is responsible for receiving goods, into or from a store or warehouse or from departments, for despatch or delivery and who is responsible for the packing and/or assembling of such goods, the checking of packages and the weighing, marking or addressing thereof;
 "district committee" means a committee established in accordance with the Constitution of the Council for the administration of Agreements in a particular area;
 "employee engaged on day work" means an employee who is required or permitted to work on such a basis that his ordinary hours of work fall between the hours of 6 a.m. and 6 p.m.;
 "employee engaged on night work" means an employee other than a night watchman, who is required or permitted to work on such a basis that all or portion of his ordinary hours of work fall between the hours of 6 p.m. and 6 a.m.;
 "establishment" means any place in which any operations in connection with the Industry are carried on;
 "Executive" means the Executive Committee of the Council appointed in terms of its constitution;
 "experience"—

- (a) means the total period or periods of employment whether prior or subsequent to the date on which this Agreement comes into force, which an employee has had in the department in which he has been employed, irrespective of the operations in that department on which he has been employed;

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

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

"hourly wage" means the weekly wage divided by 43 except in the case of a night watchman when it shall mean the weekly wage divided by 72, and except in the case of an employee engaged on night work, when it shall mean the weekly wage divided by 39;

"Industry" means the tanning section of the Leather Industry;
 "general labourer" means an employee employed wholly or mainly in one or more of the following operations:—

- (1) Cleaning premises, machinery, plant, tools, utensils, animals, furniture or other articles;
- (2) washing or cleansing containers;
- (3) carrying, moving, and/or stacking raw materials, manufactured or semi-manufactured products, machinery, plant, tools, utensils or other articles;

BYLAE.

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

OOREENKOMS

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

- (a) South African Tanning Employers' Organisation; (hieronder „die werkgewers” of „die werkgewersorganisasie” genoem) aan die een kant en die—

- (b) National Union of Leather Workers;

- (c) Transvaal Leather and Allied Trades' Industrial Union; (hieronder „die werknemers”, of „die vakverenigings” genoem), aan die ander kant,

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

BEPALINGS VAN TOEPASSING OP DIE LEERLOOL-AFDELING VAN DIE LEERNYWERHEID.

1. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Wet op Nywerheidsversoening, 1956, soos gewysig, bepaal is, het dieselfde betekenis as in daardie Wet; by 'n verwysing na 'n wet is ook alle wysigings van die wet ingegrepe en tensy die teenoorgestelde blykbaar bedoel word, omvat woorde wat die manlike geslag aandui, ook vrouens; verder, tensy dit in stryd is met die samehang, beteken—

- „Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig;
 „volwassene” 'n werknemer, uitgesonderd 'n vakleerling, wat 21 jaar oud of ouer is;
 „vakleerling” 'n werknemer wat gebind is deur 'n skriftelike vakleerlingkontrak geregistreer of wat geag word as geregistreer te wees kragtens die Wet op Vakleerlinge, 1944, soos gewysig;
 „assistent-magasynmeester en/of assistentpakhuisopsigter” 'n werknemer wat onder toesig van 'n magasynmeester en/of pakhuisopsigter uitsluitlik of hoofsaaklik een of meer van die werksaamhede verrig wat in die omskrywing van magasynmeester en/of pakhuisopsigter genoem word;
 „Raad” die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika, wat ingevolge artikel twee van Wet No. 11 van 1924, soos gewysig, geregistreer is, en geag word as geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956, soos gewysig;
 „versendingsklerk” 'n werknemer wat verantwoordelik is vir die ontvang van goedere in of uit 'n magasyn of pakhuis of van afdelings, vir versending of aflewering en wat verantwoordelik is vir die verpakking en/of opmaak van sulke goedere, die natel van pakkies en die weeg, merk en adresseer daarvan;
 „distrikskomitee” 'n komitee saamgestel ooreenkomstig die konstitusie van die Raad, vir die toepassing van Ooreenkomste in 'n bepaalde gebied;
 „werknemer wat dagwerk verrig” 'n werknemer van wie vereis of wat toegelaat word om so te werk dat sy gewone werkure tussen 6 vm. en 6 nm. val;
 „werknemer wat nagwerk verrig” 'n werknemer, uitgesonderd 'n nagwag, van wie vereis of wat toegelaat word om so te werk dat al of 'n gedeelte van sy gewone werkure tussen 6 nm. en 6 vm. val;
 „inrigting” elke plek waarin werksaamhede in verband met die Nywerheid uitgevoer word;
 „Uitvoerende Komitee” die Uitvoerende Komitee van die Raad kragtens sy konstitusie aangestel;
 „ondervinding”—

- (a) die totale dienstydperk of -tydperke hetsy voor of na die datum waarop hierdie Ooreenkoms van krag word, wat 'n werknemer in die afdeling het waarin hy in diens was, afgesien van die werksaamhede in daardie afdeling waarin hy in diens was;

- (b) dat dit die jaarlikse verlof waarvoor in artikel 8 van hierdie Ooreenkoms voorsiening gemaak word, en enige tydperk van militêre opleiding insluit, maar nie dat dit 'n tydperk of tydperke van meer as drie agtereenvolgende weke wanneer 'n werknemer sonder toedoen van die werkgewer van die werk afwesig was, insluit nie;

„halfdag” die gewone voormiddagwerktydperk van die betrokke inrigting;

„uurloon” die weekloon gedeel deur 43, behalwe in die geval van 'n nagwag wanneer dit die weekloon gedeel deur 72 is, en behalwe in die geval van 'n werknemer op nagwerk wanneer dit die weekloon gedeel deur 39 is;

„Nywerheid” die leerlool-afdeling van die leernywerheid;

„algemene arbeider” 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van onderstaande werksaamhede verrig:—

- (1) Personele, masjinerie, installasie, gereedskap, gerei, diere meubels of ander artikels skoonmaak;
- (2) bouers of skoonmaak;
- (3) grondstowwe, vervaardigde of halfvervaardigde produkte, masjinerie, installasie, gereedskap, gerei of ander artikels dra, verskuif en/of stapel;

- (4) loading or unloading vehicles or receptacles;
- (5) removing refuse or ashes;
- (6) opening, closing, or packing boxes, packages, bales or crates;
- (7) branding, marking, stencilling boxes, packages or bales;
- (8) making tea, coffee, cocoa or similar beverages;
- (9) assisting on delivery vans or vehicles;
- (10) delivering letters, messages or goods on foot or by means of a bicycle or any manually-propelled vehicle;

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

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

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

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

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

"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;

"wages" means a weekly wage.

2. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall—

- (a) be observed by all employers who are members of the Employers' Organisation and are engaged in the Leather Industry and by all employees who are members of the Trade Unions and are employed in the Leather Industry and for whom wages are prescribed in this Agreement;
- (b) apply to apprentices in so far as they are not inconsistent with the Apprenticeship Act, 1944, as amended, or any contract registered or any conditions fixed thereunder;

in the Magisterial Districts of the Cape, Wynberg, Paarl, Stellenbosch, Wellington, Mossel Bay, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal) and Bloemfontein.

3. DATE AND PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section *forty-eight* of the Act and shall remain in force for a period terminating on 31st December, 1963 or such period as may be determined by him.

4. WAGES AND RATES.

(1) (a) Subject to the provisions of clauses 7 and 21 of this Agreement, no employer shall pay and no employee shall accept wages less than those prescribed in this clause in respect of any operation performed by such employee and each employer shall further comply with any ratio or other conditions prescribed in this Agreement.

(b) Except in the case of a night watchman and an employee engaged on night work, the wages laid down in this clause shall be payable for a working week of 43 hours, and in the case of night watchmen, the wages shall be payable for a working week of 72 hours and in the case of an employee engaged on night work the wages shall be payable for a working week of 39 hours. The working week shall end not earlier than on Wednesday in a calendar week.

(c) If less hours than those prescribed in paragraph (b) hereof are worked, such wages may be reduced proportionately except in the case of apprentices, night watchman and motor vehicle drivers.

- (4) voertuie of vergaarbakke laai of aflaai;
- (5) vuilgoed of as verwyder;
- (6) kiste, pakke, bale of kratte oopmaak, toemaak of pak;
- (7) kiste, pakke of bale brandmerk, merk of sjablonier;
- (8) tee, koffie, kakao of soortgelyke drankke maak;
- (9) op afleweringswaens of voertuie help;
- (10) briewe, boodskappe of goedere te voet of met 'n fiets of handvoertuig aflewer;

„leerling” ’n werknemer (uitgesonderd ’n vakleerling) wat in diens is om een of meer werksaamhede in die nywerheid te leer;

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

„motorvoertuig” ’n voertuig wat nie deur mense- of dierekrag voortbeweeg word nie;

„loonvrag” die „netto draagvermoë” of die „netto vrag” wat ’n voertuig mag dra of sleep ingevolge ’n motorvervoer- of vrystellingsertifikaat ten opsigte van so ’n voertuig deur die plaaslike padvervoerraad uitgereik ingevolge die bepalings van die Motortransportwet, 1930, soos gewysig;

„stukwerk” ’n stelsel waarby verdienste berus op die hoeveelheid of omvang van werk wat verrig is;

„werknemer, gekwalifiseer,” ’n werknemer wat deur ervaring bevoeg is om die volle loon te ontvang wat in hierdie Ooreenkoms voorgeskryf word vir die soort werk waarvoor hy in diens is;

„Sekretaris van die Raad” die Algemene Sekretaris van die Raad en dit omvat ’n assistent-sekretaris van die Raad;

„korttyd” ’n tydelike vermindering in die getal gewone werkeure te wyte aan ’n tekort aan werk en/of grondstowwe of ’n algemene onklaaraking van die installasie of masjinerie of 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 pakhuisopsigter” ’n werknemer wat algemene toesig oor voorrade hou en wat verantwoordelik is vir die ontvang van goedere in die magasyn en die berging en hantering daarvan, aflewering daarvan vanuit die magasyn aan afdelings, of vir versending en/of verpakking in die magasyn of pakhuis en die uitpak daarvan;

„Leerlooi nywerheid” die afdeling van die leernywerheid waarin werkgewers en werknemers geassosieer is om huide en velle te looi, te berei en af te werk en/of wol daarvan te pluk;

„loon” ’n weekloon.

2. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms—

- (a) moet nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die leernywerheid beoefen, en deur alle werknemers werksaam in die leernywerheid wat lede van die vakverenigings is, vir wie lone in hierdie Ooreenkoms voorgeskryf is;
- (b) is van toepassing op vakleerlinge vir sover dit nie met die Wet op Vakleerlinge, 1944, soos gewysig, of ’n kontrak ingevolge daarvan geregistreer, of voorwaardes daaronder vasgestel in stryd is nie;

in die landdrostdistrikte die Kaap, Wynberg, Paarl, Stellenbosch, Wellington, Mosselbaai, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal) en Bloemfontein.

3. DATUM EN GELDIGHEIDSDUUR VAN TOEPASSING.

Hierdie Ooreenkoms tree in werking op ’n daum wat die Minister ingevolge artikel *agt-en-veertig* van die Wet vasstel en bly van krag vir ’n tydperk wat op 31 Desember 1963 eindig, of vir ’n tydperk wat deur hom bepaal word.

4. LONE EN LOONSKALE.

(1) (a) Onderworpe aan die bepalings van klousules 7 en 21 van hierdie Ooreenkoms, mag geen werkgewer en geen werknemer laer lone as dié wat in hierdie klousule voorgeskryf is, vir enige soort werk wat deur die werknemer verrig word onderskeidelik betaal of aanneem nie, en elke werkgewer moet voorts alle verhoudings of ander voorwaardes wat in hierdie Ooreenkoms voorgeskryf is, nakom.

(b) Behalwe in die geval van ’n nagwag en ’n werknemer wat nagwerk verrig, is die lone soos bepaal in hierdie klousule betaalbaar vir ’n werkweek van 43 uur, en in die geval van ’n nagwag is die lone betaalbaar vir ’n werkweek van 72 uur en in die geval van ’n werknemer wat nagwerk verrig, is die lone betaalbaar vir ’n werkweek van 39 uur. Die werkweek mag nie voor Woensdag in ’n kalenderweek eindig nie.

(c) As minder ure gewerk word as dié voorgeskryf in paragraaf (b) hiervan, kan dié lone in verhouding verminder word, behalwe in die geval van vakleerlinge, nagwagte en motorvoertuigbestuurders.

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

Employee.....
Wage rate.....
Hours worked.....
Wages due.....
Cost of Living Allowance.....

Deductions—

Unemployment Fund.....
Sick Benefit Fund.....
Provident Fund.....
Insurance or Pension.....
Trade Union Subscriptions.....
Council Levies.....

Net Earnings.....

Employer.....
Date.....

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

- 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;
- with the written consent of the employee, deductions for holiday, unemployment, sick, insurance or pension funds and for savings funds approved by the Council;
- levies in terms of clause 10 of the Agreement;
- any amount paid by an employer compelled by any statutory enactment, ordinance or legal process to make payment on behalf of an employee;
- with the written consent of the employee deductions for contributions to the funds of a registered trade union;
- whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short time a deduction in respect of each hour of such reduction of the employees weekly wage divided by 43 in the case of an employee engaged on day work and 39 in the case of an employee engaged on nightwork: provided that no deduction shall be made—
 - 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;
 - 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.

(4) No premium for the training of an employee shall be charged or accepted by an employer.

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

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

Per Week.

R £ s. d.

A. Skilled Operations.

- Employees employed on splitting machines, in setting and in making adjustments to splitting machines, and splitting either in the lime or tanned conditions or both..... 18.40 9 4 0

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

According to experience—

first six months.....	9.00	4	10	0
second six months.....	10.80	5	8	0
third six months.....	12.20	6	2	0
fourth six months.....	13.60	6	16	0
fifth six months.....	15.10	7	11	0
thereafter.....	18.40	9	4	0

(2) Alle besoldiging aan 'n werknemer verskuldig, moet weekliks voor of op Vrydag en gedurende die gewone werkure van die inrigting of by diensbeëindiging, indien dit voor die gewone betaaldag van die inrigting val, in kontant betaal word. Die verdienste moet in 'n geslote koevert wees, en die naam of nommer en loonskaal van die werknemer, die datum van besoldiging, die ure gewerk, besonderhede in verband met bedrae afgetrek en die netto bedrag van verdienste daarin bevat, moet met ink of inktlood daarop aangeteken word en wel soos volg:—

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

Aftrekkings—

Werkloosheidsbystandsfonds.....
Siektebystandsfonds.....
Voorsieningsfonds.....
Lewensversekering- of pensioenfondse.....
Vakverenigingslegeelde.....
Raadsfondsheffings.....

Netto verdienste.....

Werkgewer.....
Datum.....

(3) Hoegenaamd geen bedrae uitgesonderd die volgende, mag van die geld aan 'n werknemer verskuldig afgetrek word nie:—

- Tensy anders bepaal in hierdie Ooreenkoms, ingeval 'n werknemer van die werk wegbly anders as in opdrag of op versoek van sy werkgever, 'n bedrag in ooreenstemming met die tydperk van sy afwesigheid en bereken op die basis van die loon wat sodanige werknemer ontvang het vir sy gewone werkure ten tye daarvan;
- met die skriftelike toestemming van die werknemer, aftrekkings vir verlof-, werkloosheids-, siekte-, versekerings- of pensioenfondse, en spaarfondse wat deur die Raad goedgekeur is;
- heffings ingevolge klousule 10 van die Ooreenkoms;
- 'n bedrag wat 'n werkgever ingevolge 'n wet, ordonansie of regsgeding ten behoeve van 'n werknemer betaal;
- aftrekkings vir bydraes aan die fondse van 'n geregistreerde vakvereniging met die skriftelike toestemming van die werknemer;
- wanneer die gewone werkure voorgeskryf in klousule 6, verminder word as gevolg van korttyd, 'n bedrag vir elke uur van sodanige vermindering in die werknemer se weekloon gedeel deur 43 in die geval van 'n werknemer wat dagwerk verrig en 39 in die geval van 'n werknemer wat nagwerk verrig: Met dien verstande dat geen aftrekking gemaak mag word nie—
 - in die geval van korttyd wat voortspruit uit 'n tekort aan werk en/of grondstowwe, tensy die werkgever sy werknemers of individueel of in 'n skriftelike kennisgewing wat opgeplak moet word in die departement of departemente waarin hulle in diens is, voor of op die dag voor die dag waarop korttyd gewerk sal word, kennis gegee het;
 - in die geval van korttyd te wyte aan 'n algemene onklaarraking van die installasie of masjinerie of die feit dat geboue onbruikbaar is of dreig om dit te word, veroorsaak deur 'n ongeluk of ander onvoorsiene noodtoestand, ten opsigte van die eerste uur wat nie gewerk is nie, tensy die werkgever sy werknemers die vorige dag kennis gegee het dat daar geen werk te doen sal wees nie.

(4) Vir die opleiding van 'n werknemer mag geen premie deur 'n werkgever gevorder of aangeneem word nie.

(5) Indien die werk in 'n inrigting verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die verdienste van elke werknemer deur die werkgever aan hom uitbetaal word.

(6) Niks in hierdie Ooreenkoms kan 'n tydloon verminder wat tans betaal word en vir 'n werknemer gunstiger is as dié wat in hierdie Ooreenkoms vir dié werknemer vasgestel is solank hy in diens van dieselfde werkgever bly nie.

Per week.

R £ s. d.

A. Geskoolde werk.

- Werknemers wat splitsmasjiene bedien, splitsmasjiene stel en verstel, en leer ná die kalkstadium of in die gelooide stadium of in albei stadia splits..... 18.40 9 4 0

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

Ooreenkomstig ondervinding—

eerste ses maande.....	9.00	4	10	0
tweede ses maande.....	10.80	5	8	0
derde ses maande.....	12.20	6	2	0
vierde ses maande.....	13.60	6	16	0
vyfde ses maande.....	15.10	7	11	0
daarna.....	18.40	9	4	0

Per Week.
R £ s. d.

(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) Employees employed on shaving and whitening machines.....	16.20	8	2	0
According to experience—				
first six months.....	9.00	4	10	0
second six months.....	10.80	5	8	0
third six months.....	12.20	6	2	0
thereafter.....	16.20	8	2	0

B. Semi-skilled Operations.

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

(i) as first grade table hands, i.e. hand buffers and whiteners and hand shavers, on spraying rounding..... 13.00 6 10 0

NOTE.—“Rounding” is the cutting up of an untanned hide into bends, bellies, shoulders or backs, but does not include cutting a hide into two sides.

(ii) on staking..... 12.00 6 0 0

(iii) on glazing, buffing, on measuring machines, tannery machines, other than those specified in (iv) hereunder, table hands (other than first grade) who are using curriers' tools or improvised curriers' tools on any class of leather and repairing defects..... 11.20 5 12 0

(iv) on blackening, creasing, staining, pigmentation and seasoning; lime yard hand fleshers; fleshing, sammying, setting and bark mill machines, square cutting; sueding by brush and/or emery paper..... 10.50 5 5 0

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

According to experience—

first six months.....	4.40	2	4	0
second six months.....	5.50	2	15	0
third six months.....	7.40	3	14	0

thereafter, if employed under—

(i)	13.00	6	10	0
(ii)	12.00	6	0	0
(iii)	11.20	5	12	0
(iv)	10.50	5	5	0

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

Wages according to experience—

first six months.....	7.40	3	14	0
second six months.....	8.80	4	8	0

thereafter, if employed under—

(i)	13.00	6	10	0
(ii)	12.00	6	0	0
(iii)	11.20	5	12	0
(iv)	10.50	5	5	0

Ratio.—Not more than one learner or employee receiving less than the full rate prescribed for his occupation may be employed to each three or part of three employees on semi-skilled operations receiving the full rate.

“Part of three” shall mean a remainder of not less than one after the total number of employees receiving full rates has been divided by three.

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

C. Unskilled Operations.

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

(a) on scudding, cobbing, tacking, trimming breaking and/or fleshing sheepskins with wool still on..... 6.00 3 0 0

NOTE.—“Cobbing” means the trimming by scudders on the beam of the loose fleshings hanging from the edges of the hides after fleshing.

Per week.
R £ s. d.

(b) In elke looiery waarin 'n splitsmasjien geïnstalleer is, moet minstens een splitter teen die volle loon onder A (i) hierbo genoem, in diens wees.

(ii) Werknemers wat skaaf- en witmaakmasjiene bedien.....	16.20	8	2	0
Ooreenkomstig ondervinding—				
eerste ses maande.....	9.00	4	10	0
tweede ses maande.....	10.80	5	8	0
derde ses maande.....	12.20	6	2	0
daarna.....	16.20	8	2	0

B. Halfgeskoolde werk.

(a) Werknemers, uitgesonderd die in (b) genoem, wat in diens is—

(i) as eerstegraadse tafelwerkers, d.w.s. skuur en witmaak met die hand en skaaf met die hand, spuitwerk, rond-sny..... 13.00 6 10 0

L.W.—, “Rondsny” is die opsnij van 'n ongelooide huid in rugsystukke, penstukke, skouers- of rugstukke, maar nie die opsnij van die huid in twee systukke nie.

(ii) op trekbreimasjiene..... 12.00 6 0 0

(iii) op verglans, skuur, meetmasjiene, looi-masjiene, uitgesonderd dié wat in (iv) hieronder gespesifiseer word, as tafelerkers (uitgesonderd eerste graad) wat leerbreierygereedskap of geïmproviseerde leerbreierygereedskap hanteer in verband met enige soort leer en wat gebreke herstel..... 11.20 5 12 0

(iv) op swartmaak, plooi maak, kleur, pigmenteer en toeberei; as vleisskrapers wat met die hand in kalk skuur; op vleisskraap-, wateruitpers-, set- en basmaalmasjiene en vierkante sny; op dofmaak met borsel en/of skuurpapier..... 10.50 5 5 0

(b) Leerlinge vir werksaamhede binne (a) (i), (ii), (iii), en (iv):—

Volgens ondervinding—

eerste ses maande.....	4.40	2	4	0
tweede ses maande.....	5.50	2	15	0
derde ses maande.....	7.40	3	14	0

daarna, wanneer in diens onder—

(i)	13.00	6	10	0
(ii)	12.00	6	0	0
(iii)	11.20	5	12	0
(iv)	10.50	5	5	0

Werknemers bo 21 jaar in diens vir werksaamhede gespesifiseer in paragraaf (a):—

Lone volgens ondervinding—

eerste ses maande.....	7.40	3	14	0
tweede ses maande.....	8.80	4	8	0

daarna, wanneer in diens onder—

(i)	13.00	6	10	0
(ii)	12.00	6	0	0
(iii)	11.20	5	12	0
(iv)	10.50	5	5	0

Getalverhouding.—Hoogstens een leerling of werknemer wat 'n laer loon ontvang as die volle skaaf wat vir sy werk voorgeskryf is, mag vir elke drie of gedeelte van drie werknemers vir halfgeskoolde werksaamhede wat die volle loon ontvang, in diens wees.

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

Diens vir enige werk in hierdie klousule moet as ervaring vir alle werk in hierdie klousule beskou word.

C. Ongeskoolde werk.

(i) Werknemers bo 18 jaar, wat—

(a) buitevelle skraap, „cob”, spalk, bywerk, skoonskraap en/of vleisskraap van skaapvelle wat nog die wol op het..... 6.00 3 0 0

L.W.—, “Cob” beteken die bywerk op die blok deur buitevelskrapers deur die los vleis wat na die vleisskraap nog aan die kante van die huide afhang, te verwyder.

	Per Week.		
	R	£	s. d.
(b) on oiling, fleshwashing and all shed work, on unskilled labouring operations in the lime yard, tan yard, drum house and on all loading and 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.....	5.70	2 17	0
(c) General Labourers.....	5.70	2 17	0
(ii) Employees under the age of 18 years.....	4.00	2 0	0
NOTE.—All wages prescribed in paragraphs (i) and (ii) of Schedule C (Unskilled Operations) are inclusive of a "dirt allowance" at the rate of 25c or 2s. 6d. per week as awarded by the Arbitrator in 1945. Ratio.—Not more than two employees under the age of 18 years may be employed on unskilled operations in any establishment.			
D. Wool Skin Processing. (NOTE.—"Wool Skin Processing" means the processing of skins with the wool on.)			
(a) Ironing and shearing.....	9.80	4 18	0
(b) Carding.....	6.00	3 0	0
E. Welting and Randing Department.			
(a) Splitting, skiving, cutting, grooving and beveling.....	10.20	5 2	0
(b) All other operations.....	6.00	3 0	0
F. (i) Storemen and/or warehousemen, despatch clerks.....			
(ii) Assistant storemen and/or assistant warehousemen.....	10.20	5 2	0
	9.00	4 10	0
G. Motor Vehicle Drivers.			
Employed on vehicles of a payload of up to and including 3 tons.....	11.20	5 12	0
Employed on vehicles of a payload of over 3 tons but not exceeding 5 tons.....	12.80	6 8	0
Employed on vehicles of a payload of over 5 tons.....	14.30	7 3	0
Notwithstanding anything to the contrary in this Agreement, the following provisions shall apply to motor vehicle drivers:— "Hours of work" include all periods of driving and any time spent on other work connected with the vehicles or the load and all periods during which an employee is obliged to remain at his post in readiness to work when required, but do not include meal times.			
H. Making and/or maintaining fires.....	6.80	3 8	0
I. Night Watchmen.....	9.00	4 10	0

5. COST OF LIVING ALLOWANCE.

(1) Every employer shall pay to each of his employees in addition to the other remuneration of such an employee a cost of living allowance calculated at the rate of 50 per cent of such other remuneration.

(2) In the event of the cost of living allowance prescribed under War Measure No. 43 of 1942, as amended from time to time, exceeding the cost of living allowance prescribed in this clause, such higher allowance shall become payable and be paid provided that an amount of up to 40 per cent of the basic wage prescribed in terms of the agreement published under Government Notice No. 2915 of the 24th December, 1953, as re-enacted by Government Notice No. 332 of the 2nd March, 1956, shall count as cost of living allowance for the purpose of the said War Measure.

6. HOURS OF WORK.

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

(a) to work for more than 43 hours, excluding meal times, in any one week; or

(b) to work for more than 8 hours, excluding meal times, in 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

	Per week.		
	R	£	s. d.
(b) olie, vleiswas, en alle skuurwerkzaamhede, ongeskoolde arbeid in die kalkskure, looiskure, trommelskure verrig en alle laai- en aflaaierwerk doen en die velle wat nog die wol of hare op het, was en ongeskoolde arbeid verrig by die vervaardiging van pomp-, dop-, L-, ram-, U-, V-, of ander soorte hidrouliese leerpakstukke.....	5.70	2 17	0
(c) algemene arbeiders.....	5.70	2 17	0
(ii) Werknemers onder 18 jaar.....	4.00	2 0	0
L.W.—Alle lone wat in paragrawe (i) en (ii), van Bylae C (Ongeskoolde werk) voorgeskryf word, is met inbegrip van 'n „toelae vir vuil werk" van 25c of 2s. 6d. per week wat in 1945 deur die Arbitrator toegeken is. Getalverhouding.—Hoogstens twee werknemers onder 18 jaar oud mag vir ongeskoolde werksaamhede in 'n inrigting in diens wees.			
D. Wolvelproseswerk. (OPMERKING.—„Wolvelproseswerk" beteken proseswerk aan velle met wol aan.)			
(a) Stryk en skeer.....	9.80	4 18	0
(b) Kam.....	6.00	3 0	0
E. Randsooltjies- en randjiesafdeling.			
(a) Splits, gladsny, sny, groef en skuinssny...	10.20	5 2	0
(b) Alle ander werksaamhede.....	6.00	3 0	0
F. (i) Magasynmeesters en/of pakhuisopsigters versendingsklerke.....			
(ii) Assistent-magasynmeesters en/of -pakhuisopsigters.....	10.20	5 2	0
	9.00	4 10	0
G. Motorvoertuigbestuurders.			
In diens op voertuie met vragvermoë tot en met 3 ton.....	11.20	5 12	0
In diens op voertuie met vragvermoë van oor 3 ton maar hoogstens 5 ton.....	12.80	6 8	0
In diens op voertuie met vragvermoë van oor 5 ton.....	14.30	7 3	0
Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die volgende bepalings op motorvoertuigbestuurders van toepassing:— „Werkure" omvat alle tydperke van bestuur en alle tyd wat aan ander werk in verband met die voertuig of die vrag bestee word en alle tydperke wat 'n werknemer verplig is om in gereedheid vir werk op sy pos te bly, maar omvat nie etensure nie.			
H. Vure maak en/of aan die brand hou.....	6.80	3 8	0
I. Nagwagte.....	9.00	4 10	0

5. LEWENSKOSTETOELAE.

(1) Elke werkgever moet aan elkeen van sy werknemers, benewens die ander besoldiging van so 'n werknemer, 'n lewenskostetoelae betaal, bereken teen die skaal van 50 persent van sodanige ander besoldiging.

(2) Ingeval die lewenskostetoelae voorgeskryf ingevolge Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, hoër is as die lewenskostetoelae voorgeskryf in hierdie klousule, is sodanige hoër toelae betaalbaar en moet dit betaal word; met dien verstande dat 'n bedrag van tot en met 40 persent van die basiese loon voorgeskryf ingevolge die ooreenkoms gepubliseer by Goewermentskennissgewing No. 2915 van 24 Desember 1953, soos weer vasgestel by Goewermentskennissgewing No. 332 van 2 Maart 1956, as lewenskostetoelae moet geld vir die doel van genoemde Oorlogsmaatreël.

6. WERKURE.

(1) Behalwe soos anders in hierdie Ooreenkoms bepaal, mag geen werkgever van 'n werknemer, uitgesonderd een wat uitsluitlik as nagwag werksaam is, vereis of hom toelaat—

(a) om langer as 43 uur, met uitsondering van etenstye, in 'n week te werk nie; of

(b) om langer as 8 uur, met uitsondering van etenstye, op 'n dag te werk nie; met dien verstande dat in 'n inrigting waarin—

(i) op een dag in elke week die gewone werkure nie meer as vyf uur is nie, van 'n werknemer vereis of hy toegelaat kan word om 'n bykomende tydperk van hoogstens 'n halfuur op elkeen van die ander dae van die week te werk; of

(ii) die werknemers nie gewoonlik op meer as vyf dae in die week werk nie, van 'n werknemer op elke werk-dag vereis of hy toegelaat kan word om '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 for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous; or

(d) who is a female, to work—

- (i) between six o'clock p.m. and six o'clock a.m.; or
- (ii) after one o'clock p.m. on more than five days in any week.

(2) For the purposes of paragraph (a) of sub-clause (1) an employee who does not work on any holiday referred to in sub-clause (8) of clause 8 or who on such holiday works less than his average ordinary working hours for that day of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

(3) The ordinary hours of work for a night watchman shall not exceed 72 hours per week and such night watchman shall be allowed one night off in seven consecutive nights.

(4) Notwithstanding the provisions of paragraph (a) of sub-clause (1), the hours of work of an employee engaged on night work in an establishment in which two or more shifts are worked shall not exceed 39 hours in any one week, provided that an employee who is engaged on shift work and whose ordinary hours of work are less than 43 hours in the case of an employee engaged on day work and less than 39 hours in the case of an employee engaged on night work shall, for the purposes of clause 4 (1) (b), be deemed to have worked 43 hours or 39 hours respectively.

(5) An employee engaged on shift work shall not be required or permitted to remain on the same shift for a period exceeding one week at any one time and an employee engaged on night work shall not be required or permitted to remain on night work for a period exceeding two weeks at any one time.

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

(b) Every employer who proposes to vary the times referred to in paragraph (a) shall notify the Council in writing not less than seven days prior to the date on which he proposes to make such variation.

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

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

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

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

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

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

7. OVERTIME.

(1) Notwithstanding the provisions of paragraphs (a) and (b) of sub-clause (1) of clause 6 and sub-clause (4) of clause 6 and save as is provided in this clause, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

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

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

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) after completion of her ordinary working hours for more than one hour on any day, unless he has—
 - (i) provided such employee with an adequate meal before she has to commence overtime; or
 - (ii) paid such employee the allowance prescribed in the Regulations to the Factories, Machinery and Building Work Act, 1941, as amended, in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(c) om vir 'n onafgebroke tydperk van meer as vyf uur te werk sonder 'n ononderbroke pouse van minstens een uur nie; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat onderbreek word deur 'n pouse van minder as een uur, as aaneenlopend beskou moet word; of

(d) as dit 'n vrou is—

- (i) tussen sesuur nm. en sesuur vms. te werk nie; of
- (ii) op meer as vyf dae in 'n week na eenuur nm. te werk nie.

(2) Vir die toepassing van paragraaf (a) van subklousule (1), word dit geag dat 'n werknemer wat nie op 'n vakansiedag, in subklousule (8) van klousule 8 genoem, werk nie, of wat op die vakansiedag minder werk as sy gemiddelde gewone werkure vir daardie dag van die week waarop die vakansiedag val, sy gemiddelde gewone werkure op daardie dag gewerk het.

(3) Die gewone werkure van 'n nagwag mag nie meer as 72 uur per week wees nie en die nagwag moet een vrye nag in elke sewe opeenvolgende nagte toegestaan word.

(4) Ondanks die bepalings van paragraaf (a) van subklousule (1), mag die werkure van 'n werknemer wat nagwerk verrig in 'n inrigting waar twee of meer skofte gewerk word, nie 39 uur te bowe gaan in enige week nie, met dien verstande dat dit geag word dat 'n werknemer wat skofwerk verrig en wie se gewone werkure minder is as 43 uur in die geval van 'n werknemer wat dagwerk verrig en minder as 39 uur in die geval van 'n werknemer wat nagwerk verrig, by die toepassing van klousule 4 (1) (b), onderskeidelik 43 en 39 uur gewerk het.

(5) Van 'n werknemer wat skofwerk verrig, moet nie vereis of hy mag nie toegelaat word om op dieselfde skof te bly vir langer as een week op 'n keer nie en 'n werknemer wat nagwerk verrig, mag nie vereis of hy mag nie toegelaat word om nagwerk te verrig vir langer as twee weke op 'n keer nie.

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

(b) Elke werkgever wat voornemens is om af te wyk van die tye genoem in paragraaf (a), moet die Raad minstens sewe dae voor die datum waarop hy voornemens is om sodanig af te wyk, skriftelik in kennis stel.

(7) As van werknemers nie op 'n dag vereis word om by 'n inrigting te kom werk nie, moet hulle voor dié dag in kennis gestel word dat hulle dienste nie nodig sal wees nie. Die kennisgewing moet aan werknemers persoonlik gerig word of anders moet dit in die afdeling of afdelings, waarin hulle voor so 'n dag werksaam is, opgeplak word.

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

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

(8) Onderstaande rusttydperke moet aan elke werknemer toegestaan en as tyd gewerk beskou word—

- (a) van Maandag tot Saterdag, 'n tydperk van minstens tien minute in die voormiddag, mits een uur gewerk is;
- (b) van Maandag tot Vrydag, 'n tydperk van minstens tien minute elke namiddag, mits een uur na die etensonderbreking gewerk is.

(9) Indien werknemers aan die end van werktyle moet „uitklok" moet die werkgever reëlins tref om werknemers in staat te stel om die fabriek te verlaat op die regte tyd waarop die werk gestaak moet word.

7. OORTYD.

(1) Ondanks die bepalings van paragrawe (a) en (b) van subklousule (1) van klousule 6 en subklousule (4) van klousule 6 en behalwe soos bepaal in hierdie klousule kan 'n werkgever van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk van hoogstens die volgende in 'n week:—

- (a) Tien uur; of
- (b) 'n aantal ure (wat meer as tien kan wees) wat deur die Raad per skriftelike kennisgewing aan die werkgever vasgestel word waarin die werknemer of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is, vasgestel word asook die tydperk waarvoor en die voorwaardes waarop dit geldig is;

met dien verstande dat geen werkgever 'n vroulike werknemer kan verplig of toelaat, om oortyd te werk nie—

- (a) langer as twee uur op 'n dag;
- (b) op meer as drie agtereenvolgende dae;
- (c) op meer as sestig dae in 'n jaar;
- (d) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag, tensy hy—
 - (i) dié werknemer wat 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of
 - (ii) dié werknemer die toelaag betaal het wat in die Regulasies van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, voorgeskryf is, betyds genoeg om die werknemer in staat te stel om 'n ete te bekom voordat die oortydwerk moet begin.

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

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

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

(4) When it is customary for any establishment to complete its normal working week of 43 hours between Monday and Friday, any employee, other than a night watchman required to work on a Saturday morning shall be paid for each hour or part of an hour so worked one and one-third times his hourly wage, 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 the employee remuneration at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or
- (b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(6) Whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall, for the purpose of this clause, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

(7) A night watchman who is on duty for time in excess of 12 consecutive hours shall for such excess time be paid at the rate of his hourly wage plus thirty-three and one-third per cent. A night watchman who is on duty on his night off shall be paid at double the rate of his hourly wage.

8. HOLIDAYS AND ANNUAL LEAVE.

(1) Every employer shall, not later than 24th December of each year, close his establishment for a period of not less than two consecutive weeks and two days and grant to each of his employees leave of absence of not less than two consecutive weeks and two days and pay to such employee not later than the last working day before the commencement of such leave as a leave allowance an amount equal to one-twelfth of the wages he would earn in two weeks and two days for each month of employment with the employer; provided that—

- (a) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, or is undergoing military training; and
- (b) if any public holiday referred to in sub-clause (7) of this clause falls within the period of such leave such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday, at the same time as the leave allowance, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

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

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

(3) Employment for half a month or over shall be reckoned as employment for a full month for the purpose of calculating the leave allowance payable in terms of sub-clauses (1) and (2) and "half a month" shall mean any period of 15 consecutive calendar days, irrespective of working days.

(4) (a) If an employee's service is terminated at any time during the month of December he shall receive the full holiday pay calculated in terms of clause 1 for that month.

(b) If an employee gives notice of termination of service during the week prior to the closing of the factory he shall not be entitled to receive the additional one-twelfth holiday pay for the month of December.

(c) If an employee gives notice of termination of service coinciding with the closing of the factory he shall be entitled to receive the one-twelfth holiday pay for the month of December.

(2) Van geen werknemer kan vereis word om oortyd te werk nie, tensy die werkgewer op die dag voordat oortyd gewerk word die werknemer daarvan in kennis gestel het.

(3) 'n Werknemer, behalwe in die geval van 'n nagwag, moet indien hy voor sy gewone begintyd of na sy gewone sluitings-tyd werk, vir elke uur of gedeelte van 'n uur aldus gewerk, behoudens die bepalinge van subklousule (4) hiervan—

- (a) op 'n dag van Maandag tot en met Vrydag teen sy uurloon plus 33½ persent;
- (b) op Saterdagmiddag teen sy uurloon plus 50 persent; betaal word.

(4) As dit in 'n inrigting gebruiklik is om die gewone werkweek van 43 uur tussen Maandag en Vrydag te voltooi, moet elke werknemer, uitgesonderd 'n nagwag, van wie vereis word om op 'n Saterdagmôre te werk, vir elke uur of gedeelte van 'n uur aldus gewerk 1½-maal sy uurloon betaal word, afgesien van die getal ure wat werklik tussen Maandag en Vrydag gewerk is.

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

- (a) die werknemer besoldig teen minstens dubbel sy gewone besoldiging vir die totale tydperk gewerk op so 'n Sondag, of besoldiging wat minstens dubbel die gewone besoldiging is wat betaalbaar is vir die tydperk wat hy gewoonlik werk op 'n weekdag, na gelang van die grootste; of
- (b) die werknemer besoldig teen minstens 1½-maal sy gewone loon t.o.v. die totale tydperk wat op dié Sondag gewerk word, en hom binne sewe dae na dié Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldig teen minstens sy gewone loon asof hy op die vakansiedag sy gewone gemiddelde werkure vir daardie dag van die week gewerk het.

(6) As 'n werknemer op 'n ander grondslag besoldig word as in ooreenstemming met die tyd wat hy werklik werk, dan moet sy gewone skaal van besoldiging vir die toepassing van hierdie klousule bereken word asof hy per uur besoldig word en moet op enige datum vasgestel word deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum, of, na gelang watter die kortste is, gedurende die totale tydperk van sy diens by die betrokke werkgewer, te deel deur die getal ure wat gewerk is gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

(7) 'n Nagwag wat langer as 12 agtereenvolgende ure op diens is, moet vir sodanige ekstra tyd teen sy uurloon plus 33½ persent besoldig word. 'n Nagwag wat op diens is gedurende die nag wat hy vry behoort te wees, moet teen dubbel sy uurloon besoldig word.

8. VAKANSIEDAE EN JAARLIKSE VERLOF.

(1) Elke werkgewer moet sy inrigting voor of op 24 Desember elke jaar vir 'n tydperk van minstens twee opeenvolgende weke en twee dae sluit en aan elkeen van sy werknemers afwesigheidsverlof van minstens twee opeenvolgende weke en twee dae toestaan en so 'n werknemer voor of op die laaste werkdag voor die aanvang van sodanige verlof 'n verloftoelae betaal gelykstaande aan een-twaalfde van die loon wat hy in twee weke en twee dae vir elke maand diens by die werkgewer sou verdien het.

Met dien verstande dat—

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

L.W.—By die berekening van die verskuldigde verlofbesoldiging kragtens hierdie klousule, is besoldiging vir „twee dae” twee-vyftes van die weekloon.

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

(3) Diens vir 'n halwe maand of meer moet beskou word as diens vir 'n volle maand by die berekening van die verloftoelae wat ingevolge subklousules (1) en (2) betaalbaar is, en „'n halwe maand” beteken 'n tydperk van 15 agtereenvolgende kalenderdae (afgesien van werkdag).

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

(b) Indien 'n werknemer kennis gee dat hy sy diens gedurende die week voordat die fabriek gesluit word, wil beëindig, het hy nie reg op besoldiging van die ekstra een-twaalfde verlofbesoldiging vir die maand Desember nie.

(c) Indien 'n werknemer kennis gee dat die beëindiging van sy diens saamval met die sluiting van die fabriek, het hy die reg op besoldiging van die een-twaalfde verlofbesoldiging vir die maand Desember.

(5) The amount of the leave allowance payable in terms of sub-clauses (1), (2) and (4) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date from which his leave is granted or on which his employment is terminated, as the case may be; and the provisions of sub-clause (6) of clause 7 shall *mutatis mutandis* apply.

(6) Any period during which an employee—

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

shall be deemed to be employment for the purpose of sub-clauses (1) and (2); provided that the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee fails, after a request for such a certificate by the employer, to submit to the employer a certificate from a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment which is in excess of thirty days.

(7) (a) Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day and New Year's Day shall be holidays on full pay; provided that whenever an employee works on any of these days his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day in addition to the remuneration to which he would have been entitled had he not so worked.

(b) If an employee's service terminates during the week in which Good Friday falls he shall, in addition to any other remuneration due to him be paid two days' pay in respect of Good Friday and Easter Monday.

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

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

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

- (i) give his employees at least 30 days' notice of the provisional date of closing; and
- (ii) give his employees at least 14 days' notice of the actual date upon which the establishment will close and the period during which employees will not be required to work.

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

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

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

9. PLACE OF EMPLOYMENT.

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

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

10. COUNCIL FUNDS.

For the purpose of meeting the expenses of the Council each employer shall, with effect from the date on which this Agreement comes into operation and until the 13th February, 1961, deduct on each pay day—

- (a) 1d. from the earnings of each of his employees, other than apprentices, for whom minimum rates of less than £2. 19s. per week are prescribed;
- (b) 2d. from the earnings of each of his employees, other than apprentices, for whom minimum rates of £2. 19s. or over but less than £5. 15s. per week are prescribed;
- (c) 3d. from the earnings of each of his employees, other than apprentices, for whom minimum rates of £5. 15s. per week or over are prescribed.

With effect from 14th February, 1961, each employer shall deduct on each pay day—

- (a) 1c from the earnings of each of his employees, other than apprentices, for whom minimum rates of less than R5.90 per week are prescribed;

(5) Die bedrag van die verloftoelae betaalbaar ingevolge subklousules (1), (2) en (4), moet bereken word teen die skaal van besoldiging waarteen die werknemer werksaam is onmiddellik voor die datum met ingang waarvan sy verlof toegestaan is, of; na gelang van die geval, waarop sy diens beëindig word, en die bepaling van subklousule (6) van klousule 7 is *mutatis mutandis* van toepassing.

(6) Elke tydperk wat 'n werknemer—

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

word beskou as diens vir die toepassing van subklousules (1) en (2); met dien verstande dat die bepaling van paragraaf (d) nie van toepassing is t.o.v. 'n tydperk van afwesigheid weens siekte van meer as drie agtereenvolgende dae nie as die werknemer versuim om, nadat die werkgever om so 'n sertifikaat versoek het, aan die werkgever 'n doktersertifikaat voor te lê dat hy deur siekte verhinder was om sy werk te doen; of ten opsigte van daardie gedeelte van 'n algehele tydperk van afwesigheid wat bo dertig dae is, gedurende enige twaalf maande diens.

(7) (a) Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-dag, Kersdag, Tweede Kersdag en Nuwejaarsdag is vakansiedae met volle besoldiging; met dien verstande dat as 'n werknemer op enigeen van daardie dae werk, sy werkgever hom ten opsigte van die totale tydperk wat op so 'n dag gewerk is, benewens die besoldiging waartoe hy geregtig sou gewees het as hy nie aldus gewerk het nie, besoldiging van minstens sy gewone loon moet betaal.

(b) As 'n werknemer se diens gedurende die week eindig waarin Goeie Vrydag val, moet twee dae se besoldiging, benewens alle ander besoldiging wat aan hom verskuldig is, ten opsigte van Goeie Vrydag en Paasmaandag aan hom betaal word.

(c) Indien enigeen van die openbare vakansiedae wat in subklousule (a) van hierdie klousule genoem word, 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 die maand Desember eindig, moet een dag se besoldiging, benewens alle ander besoldiging wat aan hom verskuldig is, aan hom betaal word ten opsigte van elkeen van die openbare vakansiedae Gelofte-dag, Kersdag, Tweede Kersdag en Nuwejaarsdag ten opsigte waarvan geen besoldiging reeds aan hom gedoen is nie, en die lone wat ten opsigte van daardie vakansiedae betaalbaar is, moet bereken word teen vier-vyfdes van die gewone weekloon.

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

- (i) sy werknemers minstens 30 dae kennis gee van die voorlopige sluitingsdatum; en
- (ii) sy werknemers minstens 14 dae kennis van die werklike datum gee waarop die inrigting sal sluit en die tydperk waarin nie van die werknemer vereis sal word om te werk nie.

'n Werkgever wat voornemens is om sy inrigting vir 'n ander vakansiedag te sluit as dié in subklousule (1) van hierdie klousule genoem, moet sy werknemers minstens drie werkdag kennis van die sluiting gee, en moet in die kennisgewing die tydperk noem waarin nie van die werknemers vereis sal word om te werk nie.

Die kennisgewings hierbo genoem, moet skriftelik wees en moet deur die werkgever op 'n plek opgeplak word wat vir sy werknemers maklik bekombaar is.

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

9. WERKPLEK.

(1) Geen werkgever mag van 'n werknemer vereis of hom toelaat om werk op 'n ander plek, behalwe in sy vaste inrigting in die nywerheid, te verrig nie.

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

10. RAADSFONDS.

Ten einde die uitgawes van die Raad te dek, moet elke werkgever vanaf die datum waarop hierdie Ooreenkomis in werking tree en tot op 13 Februarie 1961, op elke betaaldag die volgende aftrek:—

- (a) 1d. van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, vir wie minimum lone van minder as £2. 19s. per week voorgeskryf word;
- (b) 2d. van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, vir wie minimum lone van £2. 19s. of meer, maar minder as £5. 15s. per week voorgeskryf word;
- (c) 3d. van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, vir wie minimum lone van £5. 15s. of meer per week voorgeskryf word.

Vanaf 14 Februarie 1961 moet elke werkgever op elke betaaldag die volgende bedrae aftrek:—

- (a) 1c van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, vir wie minimum lone van minder as R5.90 per week voorgeskryf word;

- (b) 2c from the earnings of each of his employees, other than apprentices, for whom minimum rates of R5.90 or over but less than R11.50 per week are prescribed;
- (c) 3c from the earnings of each of his employees, other than apprentices, for whom minimum rates of R11.50 per week or over are prescribed.

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 3051, Port Elizabeth, or such other official as may be specified by the Council or Executive Committee.

11. TERMINATION OF EMPLOYMENT.

(1) Except as provided in sub-clause (2) every employee shall be required to give one week's notice to terminate his employment and every employer shall be required to give like notice to terminate the service of an employee; such week's notice shall take effect from the end of the working week of the establishment concerned. A week's notice shall mean a full week's work or a full week's pay in lieu thereof. An employee whose services are not required after the leave referred to in clause 8 shall be given notice thereof one week before the leave begins, failing which he shall be entitled to receive a week's pay in lieu of notice.

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

(3) The provisions of this clause shall not affect any agreement which provides for a longer period of notice than one week; provided that the period of notice agreed upon is of equal duration on both sides. Whenever an agreement is entered into in terms of this sub-clause, payment in lieu of notice shall be proportionate to the period of notice agreed upon.

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

(5) An employee who is dismissed without notice except for cause recognised by law as sufficient, shall be paid a full week's pay in lieu of such notice at the wages he was receiving at the time of such dismissal.

(6) The period of notice shall not run concurrently with nor shall notice be given while an employee is undergoing military training.

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

12. INSURANCE OF WAGES IN CASE OF FIRE.

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

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

13. SERVICE CERTIFICATE.

(1) Every employer shall issue to every employee leaving his service a service certificate in the form of Annexure A at the time of leaving. Such certificate shall be numbered consecutively and a copy of each shall be retained by the employer, and a copy forwarded to the Secretary of the Council, P.O. Box 3051, Port Elizabeth.

In the event of an employee leaving without notice both the employee's copy and the Council's copy shall be forwarded to the Secretary.

(2) Before engaging an employee every employer shall require the applicant, if he has been previously employed in the industry to produce a service certificate in terms of sub-clause (1) hereof or a certificate signed by the Secretary of a District Committee or the Secretary of the Council specifying the previous experience of the applicant, if any. If the applicant is a learner, the employer shall require him to produce a birth certificate or other evidence in proof of age.

An employer may accept a signed statement from the employee's parent or guardian as "proof of age", for a period of three months during which time the employee must produce a birth certificate. If after three months, the employee is unable to produce such certificate the employer must apply to the District Committee (or where no District Committee exists to the Executive Committee) for exemption from this sub-clause.

- (b) 2c van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, vir wie minimum lone van R5.90 of meer, maar minder as R11.50 per week voorgeskryf word;
- (c) 3c van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, vir wie minimum lone van R11.50 of meer per week voorgeskryf word.

By die totale bedrae aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag uiters die 7de dag van die volgende maand aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, stuur of aan enige ander amptenaar wat deur die Raad of die Uitvoerende Komitee aangestel word.

11. DIENSBEEÏNDIGING.

(1) Behalwe soos bepaal in subartikel (2), moet elke werknemer een week diensopsegging gee en elke werkgewer moet 'n werknemer se diens op dieselfde wyse opse; dié diensopsegging van een week word van krag aan die einde van die werkweek van die betrokke inrigting. 'n Week diensopsegging beteken 'n volle week se werk, of 'n volle week se besoldiging i.p.v. diensopsegging. 'n Werknemer wie se diens nie langer na die verloop wat in klousule 8 genoem word, vereis word nie, moet voor die aanvang van die verloop een week diensopsegging gegee word, anders is hy geregtig om een week se besoldiging in plaas van diensopsegging te ontvang.

(2) 'n Werknemer wat in 'n week meer as twee agtereenvolgende dae korttyd gewerk het, kan sy diens met een dag opse.

(3) Die bepaling van hierdie klousule maak geen inbreuk op enige ooreenkoms waarby voorsiening vir 'n langer tydperk van diensopsegging as een week gemaak word nie; met dien verstande dat die tydperk van diensopsegging vir albei partye van gelyke duur moet wees; as 'n ooreenkoms ingevolge hierdie subklousule aangegaan word, moet besoldiging i.p.v. diensopsegging in verhouding wees tot die tydperk van diensopsegging waarvoor ooreengekom is.

(4) Wanneer 'n werknemer vir vier of meer opeenvolgende weke korttyd gewerk het, of wanneer minder as 43 uur se werk gedurende 'n tydperk van vier weke uitgegee word, word dit beskou dat sy diens beëindig is, en moet een volle week se loon, bo en behalwe enige besoldiging ingevolge hierdie Ooreenkoms vir werk wat gedoen is, aan die werknemer betaal word.

(5) 'n Werknemer wat sonder kennisgewing ontslaan word, behalwe 'n rede wat deur die Wet as voldoende beskou word, moet 'n volle week se besoldiging ontvang teen die loon wat hy op die tydstop van die ontslag ontvang het in plaas van die kennisgewing.

(6) Die kennisgewingstydperk mag nie saamval met en kennis mag nie gegee word terwyl 'n werknemer militêre opleiding ondergaan nie.

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

12. VERSEKERING VAN LONE IN GEVAL VAN BRAND.

Elke werkgewer moet 'n versekeringspolis by 'n geregistreerde versekeringsmaatskappy uitneem wat voorsiening maak vir betaling van die bedrag van een week se loon aan alle werknemers van die werkgewer wat weens brand werkloos word; met dien verstande dat as die werkstilstand vir 'n tydperk van minder as een week is, 'n pro rata betaling gedoen kan word. Ingeval dit nie vir die werkgewer moontlik is om so 'n versekeringspolis uit te neem nie, dan moet hy binne twee maande na die datum waarop hierdie ooreenkoms van krag word, of, na gelang van die jongste datum, binne twee maande nadat hy begin om die nywerheid uit te oefen, by die Raad 'n bedrag deponeer wat gelyk is aan een week se lone van alle werknemers in die inrigting wat deur die Raad op 'n spesiale bewaarrekening gehou moet word totdat dit vir so 'n betaling aan werknemers vereis word; met dien verstande dat indien dit nie aldus aan werknemers betaal word nie, dit die eiendom van die werkgewer is.

Rente op sulke belegde geld kom die algemene fondse van die Raad toe.

13. DIENSSERTIFIKATE.

(1) Elke werkgewer moet aan elke werknemer wat sy diens verlaat, by diensverlating 'n dienssertifikaat in die vorm van Aanhangsel A uitreik. Die sertifikaat moet in volgorde genummer en 'n afskrif van elke sertifikaat moet deur die werkgewer gehou word; ook moet 'n afskrif aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, gestuur word.

Indien 'n werknemer sy diens sonder kennisgewing beëindig, moet sowel die afskrif vir die werknemer as dié vir die Raad aan die Sekretaris gestuur word.

(2) Voordat 'n werknemer in diens geneem word, moet elke werkgewer van die applikant eis om, as hy voorheen in die nywerheid werksaam was, 'n dienssertifikaat ingevolge subklousule (1) hiervan te vertoon, of 'n sertifikaat onderteken deur die Sekretaris van 'n Distrikskomitee, of die Sekretaris van die Raad, waarin die vorige ervaring van die applikant, as hy enige ervaring het, vermeld word. As die applikant 'n leerling is, moet die werkgewer eis dat hy 'n geboortesertifikaat of ander getuienis of bewys van ouderdom lewer.

'n Werkgewer kan 'n verklaring wat deur die ouer of voog van die werknemer onderteken is, as „bewys van ouderdom" aanvaar vir 'n tydperk van drie maande waarin die werknemer 'n geboortesertifikaat moet indien. As die werknemer na verloop van drie maande nie die sertifikaat voorleë nie, moet die werkgewer by die Distrikskomitee (of waar daar nie 'n Distrikskomitee bestaan nie, by die Uitvoerende Komitee) aansoek om vrystelling van hierdie subklousule doen.

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

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

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

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

14. DIFFERENTIAL RATES.

(1) An employee may not be required or allowed to perform more than two operations specified in clause 4 A and B for which different wages are prescribed. An employee who is employed in any two such operations shall be paid for each hour or part of an hour worked on each operation at not less than the hourly wage applicable to each such operation.

(2) An employee who is employed on any of the operations specified in clause 4 A and B may not be employed in the same week on any of the operations specified in clause 4 C.

(3) An employee who is employed on more than one of the operations or in more than one of the occupations specified in clause 4 C (i) and (ii) shall be paid at the higher rate prescribed for the operation or occupation.

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

15. PIECE WORK.

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

- (a) the district committee concerned shall have recommended piece-work rates; and
- (b) the piece-work rates either as recommended by the district committee or otherwise shall have been approved by the Council.

(2) Piece-work shall apply to all employees in the same establishment on the operations concerned, and the piece-work rates shall be established on such a basis as to enable each employee to earn the prescribed minimum hourly wage for the operation plus twenty-five per cent.

(3) No piece-work basis which is in operation at the date of this Agreement shall be altered to a time basis without the consent of the Council.

16. LICENSING OF LEARNERS.

(1) No employer shall employ a learner upon splitting or shaving except under the licence issued by the Council or Executive after the Council or Executive has satisfied itself that proper facilities exist for the training of such learner.

(2) Application for permission to employ a learner upon an operation referred to in sub-clause (1) shall be made by the employer to the Council on such form as may be prescribed by the Council.

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

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

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

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

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

(8) On completion of his period of learnership the Council shall issue a certificate to this effect to the learner concerned.

17. WAGE REGISTERS.

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

18. CLOGS, CLOTHING AND TOOLS.

(1) Employers shall supply free of charge to all employees protective clothing and appliances as required by Regulation 18 to the Factories, Machinery and Building Work Act, 1941, published under Government Notice No. 1227, dated 4th September, 1941, as amended, and in respect of employees employed in the lime yard and upon any wet work—aprons, gloves, leggings

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

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

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

As die Sekretaris van die Distrikskomitee of van die Raad deur 'n applikant genader word, moet hy die besonderhede van die applikant se ouderdom en ervaring vasstel en verifieer en daarna 'n sertifikaat uitreik.

14. DIFFERENSIËLE LOONSKALE.

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

(2) 'n Werknemer wat in verband met enigeen van die werksaamhede bepaal in klousule 4 A en B in diens is, mag nie in dieselfde week enigeen van die werksaamhede, bepaal in klousule 4 C verrig nie.

(3) 'n Werknemer wat werk in verband met meer as een van die werksaamhede of meer as een van die vakke, bepaal in klousule 4 C (i) en (ii) verrig, moet teen die hoër loon soos vasgestel vir die werk of vak, betaal word.

(4) 'n Werkgewer moet die werknemer voorsien van 'n verslagboek of verslagkaart in die vorm soos aangetoon in Aangangsel B en die werkgewer moet daeliks die aard van elke werksaamheid wat verrig word en die tyd werklik daaraan bestee, daarin aanteken. Die inskrywings moet deur die betrokke werknemer met sy handtekening gewaarmerk word.

15. STUKWERK.

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

- (a) die betrokke Distrikskomitee stukwerkloonskale aanbeveel het; en
- (b) die stukwerkloone, soos deur die Distrikskomitee aanbeveel, of andersins deur die Raad goedgekeur.

(2) Stukwerk is van toepassing op alle werknemers in dieselfde inrigting wat die betrokke soort werk verrig en die stukwerkloone moet op so 'n basis berus dat dit elke werknemer in staat stel om die voorgeskrewe minimum uurloon vir die soort werk plus vyf-en-twintig persent te verdien.

(3) Geen stukwerkstelsel wat op die datum van hierdie Ooreenkoms in werking is, mag sonder toestemming van die Raad na 'n tydbasis verander word nie.

16. LEERLINGSERTIFIKATE.

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

(2) Aansoek om toestemming om 'n leerling 'n soort werk te laat verrig wat genoem word in subklousule (1), moet deur die werkgewer aan die Raad gerig word op die vorm wat deur die Raad voorgeskryf word.

(3) Elke sertifikaat in subklousule (2) genoem, moet deur die Sekretaris van die Raad geteken word en moet die leerling se naam en ouderdom vermeld, die werksaamheid wat hy moet verrig, die minimum loon aan hom betaalbaar, die werkgewer se naam en die tydperk waarvoor die sertifikaat van krag bly.

(4) Die Raad of die Uitvoerende Komitee kan na goeddunke en met een week skriftelike kennisgewing aan die werkgewer en aan die werknemer, 'n sertifikaat wat kragtens hierdie artikel uitgereik is, intrek of die tydperk van geldigheid verstryk het of nie.

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

(6) Ten einde die minimum loon vas te stel wat betaalbaar is aan 'n leerling wat ingevolge hierdie klousule in diens is, moet die duur van sy totale diens in die Nywerheid in aanmerking geneem word.

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

(8) By voltooiing van sy leerlingskap moet die Raad 'n sertifikaat te dien effekte aan die betrokke leerling uitreik.

17. LOONREGISTER.

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

18. KLOMPE, KLERE EN GEREEDSKAP.

(1) Werkgewers moet beskermende klere en toestelle kosteloos aan alle werknemers verskaf, wat vereis word by Regulasie 18 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gepubliseer by Goewernementskennisgewing No. 1227 van 4 September 1941, soos gewysig, en moet hul werknemers wat op die kalkterrein en op enige nat werk werksaam is, kosteloos voorsien van

and one pair of water-tight clogs or other suitable footwear of such type as to provide adequate protection to feet for at least four months, and shall replace such equipment on its being returned in a worn condition.

(2) Employers shall supply free of charge proper masks to employees employed on spraying and bark mills.

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

19. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

Employers shall give to any of their employees who are representatives on the Council, Executive or any District Committee every facility to attend to their duties in connection with the work of such bodies.

20. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

21. EXEMPTIONS.

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

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

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

- (a) the full name of the person concerned.
 - (b) the provision of the Agreement from which exemption is granted;
 - (c) the conditions subject to which such exemption is granted; and
 - (d) the period during which exemption shall operate.
- (4) The Secretary of the Council or Executive shall—
- (a) number consecutively all licences issued;
 - (b) retain a copy of each licence issued; and
 - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

(5) No exemption from the provisions of paragraph (d) of sub-clause (1) of clause 6 of this Agreement shall be granted under this clause to or in respect of any female employee engaged in manual work, except for the purpose of performing work—

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

22. PERSONS UNDER 15 YEARS OF AGE.

No persons under 15 years of age shall be employed in the industry.

23. AGENTS.

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

24. EMPLOYMENT OF MEMBERS OF TRADE UNIONS.

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

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

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

This Agreement signed on behalf of the parties on this 8th day of November, 1960.

J. R. HARDING,
Member of the Council.
B. A. KEYSER,
Member of the Council.
A. S. YOUNG,
General Secretary of the Council.

voorskote, handskoene, kamaste en een paar waterdigte klomp, of ander geskikte skoel van so 'n aard dat dit die voete minstens vier maande voldoende beskerm en moet dit wanneer dit in 'n verslete toestand teruggegee word, weer deur nuwes vervang.

(2) Werkgewers moet aan werknemers wat spuitwerk verrig en op basmeulens werk, kosteloos van behoorlike maskers voorsien.

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

19. VERTEENWOORDIGERS VAN VAKVEREENIGINGS OP DIE RAAD.

Werkgewers moet aan enigen van hul werknemers wat 'n Verteenwoordiger op die Raad, Uitvoerende Komitee of 'n Distrikskomitee is, alle fasiliteite verleen om sy pligte in verband met die werk van sodanige liggame te vervul.

20. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en hy kan vir die leiding van werkgewers en werknemers menings uitvaardig wat nie met die bepalings daarvan in stryd is nie.

21. VRYSTELLINGS.

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

(2) Die Raad of Uitvoerende Komitee moet t.o.v. elke persoon aan wie vrystelling verleen word, die voorwaardes waarop en die tydperk waarvoor die vrystelling verleen word, vasstel; met dien verstande dat die Raad of Uitvoerende Komitee na goeddunke en nadat een week skriftelik kennis aan die betrokke persone gegee is, 'n vrystellingsertifikaat kan intrek.

(3) Die Sekretaris van die Raad of Uitvoerende Komitee moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat uitreik wat deur hom onderteken is en waarin onderstaande vermeld word—

- (a) die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop die vrystelling verleen word; en
 - (d) die tydperk waarvoor die vrystelling geldig is.
- (4) Die Sekretaris van die Raad of Uitvoerende Komitee moet—
- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
 - (b) 'n afskrif hou van elke sertifikaat wat uitgereik word; en
 - (c) indien vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgever stuur.

(5) Geen vrystelling van die bepalings van paragraaf (d) van subklousule (1) van klousule 6 van hierdie Ooreenkoms word ingevolge hierdie klousule aan of t.o.v. 'n vroulike werknemer verleen wat in diens is vir handarbeid nie, behalwe vir die doel om werk te doen—

- (a) wat deur 'n noodgeval veroorsaak word; of
- (b) wat nodig is om die verlies van grondstowwe wat vinnig bederf en wat juis in die proses van bewerking is, te voorkom.

22. PERSONE ONDER 15 JAAR.

Geen persoon onder 15 jaar mag in die nywerheid in diens wees nie.

23. AGENTE.

Die Raad moet een of meer persone aanstel om by die toepassing van die bepalings van hierdie Ooreenkoms as agente behulpsaam te wees. Elke werkgever is verplig om die persone toe te laat om sy inrigting te betree en om die navrae te doen en om die geskrifte, boeke, loonstate, betaalboekjies en besoldigingskaarte te ondersoek en om die individuele persone te ondervra, wat nodig mag wees ten einde vas te stel of aan die bepalings van hierdie Ooreenkoms voldoen word.

24. INDIENSNEEMING VAN LEDE VAN DIE VAKVERENIGINGS.

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

(2) Die lede van die vakverenigings in elke inrigting het die reg om een of meer werkwinkelvertegenwoordigers en/of 'n werkwinkelkomitee uit hul midde aan te stel ooreenkomstig die bepalings vir die aanstelling van werkwinkelvertegenwoordigers en werkwinkelkomitees, vervat in die konstitusie van die betrokke vakvereniging en die betrokke werkgever moet volle erkenning aan die werkwinkelvertegenwoordigers of werkwinkelkomitee verleen en alle redelike fasiliteite verskaf vir die vergaderings daarvan en raadpleging oor sake betreffende geskille en diensvoorwaardes van die werknemers oor die algemeen.

(3) As 'n werknemer dit skriftelik versoek, moet 'n werkgever die werknemer se ledegeld vir die vakvereniging van die loon van die werknemer aftrek en dit oorhandig aan die persoon wat deur die vakvereniging aangestel is om dit te ontvang.

Hierdie Ooreenkoms namens die Partye op hede die 8ste dag van November 1960 onderteken.

J. R. HARDING,
Lid van die Raad.
B. A. KEYSER,
Lid van die Raad.
A. S. YOUNG,
Algemene Sekretaris van die Raad.

ANNEXURE A.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

SERVICE CERTIFICATE.

No. of Certificate.....

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

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

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

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

Signature of Employer/Secretary.

AANHANGSEL A.

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

DIENSSERTIFIKAAT.

No. van sertifikaat.....

Afdeling van nywerheid.....
Naam en adres van werkgewer.....

Hierby sertifiseer ek dat ondergenoemde persoon by my in diens was en dat die besonderhede wat hier volg, juis is:—

1. Familienaam (of Naturellenaam)..... Fondsnommer.....
2. Voornam..... Bantoebewysno.....
3. Adres.....
4. Geboortedatum..... Geslag..... Ras.....
5. Werksaamhede.....
6. Loon betaal op datum van uitdienstreding.....
Loongroep: (a) S.F..... (b) P.F.....
7. Datum van indienstreding.....
8. Datum van uitdienstreding.....
9. Diens uit eie beweging verlaat: (Ja/Nee).....
10. Datum van laaste verhoging ingevolge Ooreenkoms.....
11. Die nommer van die dienssertifikaat uitgereik deur die vorige werkgewer (vermeld naam)..... was.....
12. Siektefonds:—
(a) Getal bydraes tot op hede.....
(b) Bystand opgeloopt tot op hede.....uur.

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

Handtekening van Werkgewer/Sekretaris.

ANNEXURE B.
[Vide Clause 14 (4).]

DIFFERENTIAL WAGE BOOK.

No.....

Week ending				Name						
Day.	Operation.	Time started.	Time finished.	Total Time.	Rate per Hour.	Wages payable.	INITIALS.		REMARKS.	
							Foreman.	Operator.		
		Hrs. Mns.	Hrs. Mns.	Hrs. Mns.						

TOTAL WAGES EARNED.....

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

AANHANGSEL B.
[Sien klousule 14 (4).]

BOEK VIR DIFFERENSIËLE LONE.

No.....

Week geëindig				Naam						
Dag.	Soort werk.	Tyd begin.	Tyd gestaak.	Totale tyd.	Skaal per uur.	Lone betaalbaar.	PARAWE.		OPMERKINGS.	
							Voorman.	Werknemer.		
		Uur. Min.	Uur. Min.	Uur. Min.						

TOTAAL VAN LONE VERDIEN.....

L.W.—Inskrywings moet met ink of inktlood gedoen word. Voorman en werknemer moet teken vir die werklike tyd wat aan elke soort werk bestee is.

No. 2142.]

[30 December 1960.

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

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Tanning Section of the Leather Industry, published under Government Notice No. 2141 of the 30th December, 1960, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

No. 2143.]

[30 December 1960.

WAR MEASURES ACT, 1940.**SUSPENSION OF PAYMENT OF COST OF LIVING ALLOWANCE PAYABLE UNDER WAR MEASURE No. 43 OF 1942.****LEATHER INDUSTRY, UNION OF SOUTH AFRICA.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the Regulations published under War Measure No. 43 of 1942, hereby suspend the operation of sub-regulation (1) of regulation 2 of the said Regulations in respect of all employees who are entitled to a cost of living allowance in terms of clause 5 of the Agreement for the Tanning Section of the Leather Industry, published under Government Notice No. 2141 of the 30th December, 1960.

M. VILJOEN,
Deputy-Minister of Labour.

No. 2142.]

[30 Desember 1960.

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

Namens die Minister van Arbeid verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Leerlooi-afdeling van die Leernywerheid, gepubliseer by Goewermentskennisgewing No. 2141 van 30 Desember 1960, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalinge van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 2143.]

[30 Desember 1960.

WET OP OORLOGSMAATREËLS, 1940.**OPSKORTING VAN BETALING VAN LEWENS-KOSTETOELAE BETAALBAAR INGEVOLGE OORLOGSMAATREËL No. 43 VAN 1942.****LEERNYWERHEID, UNIE VAN SUID-AFRIKA.**

Namens die Minister van Arbeid skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subregulasie (1) van regulasie 4 van die Regulasies wat by Oorlogsmaatregel No. 43 van 1942 gepubliseer is, hierby die bepalinge van subregulasie (1) van regulasie 2 van genoemde Regulasies op ten opsigte van alle werknemers wat kragtens klousule 5 van die Ooreenkoms vir die Leerlooi-afdeling van die Leernywerheid gepubliseer by Goewermentskennisgewing No. 2141 van 30 Desember 1960, op 'n lewenskostetoelae geregtig is.

M. VILJOEN,
Adjunk-minister van Arbeid.

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